



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 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 September 19, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: **Contact Number:** 7758158601

- **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: 9/19/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the June 20, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

6/20/2023 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK-TREASURER

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

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

Chairman Carmona began the meeting at 10:33 a.m.

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the Agenda for the June 20, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Agenda as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the May 2nd, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes for our May 2 meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

5. CONSENT AGENDA FOR POSSIBLE ACTION:

I For possible action, approval of business license first readings:

- A. American Battery Technology Company – General / 2500 Peru Dr. ~ McCarran, NV
- B. Hoffman Plumbing LLC – Contractor / 1517 Church St ~ Gardnerville, NV
- C. I & E Electric Inc. – Contractor / 1425 Doerr Dr. ~ Elko, NV
- D. Standvast Fulfillment LLC – General / 1025 Waltham Way, McCarran, NV
- E. ThompsonGas LLC – Out of County / 5260 Westview Dr. Ste 200 ~ Frederick, MD

II Approval of claims in the amount of \$3,183,391.04.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent Agenda as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. PUBLIC COMMENT (No Action)

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

Sheriff Mike Cullen

OHV grant provides equipment and funding for officers to get off-road and do enforcement.

Public Works Director Jason Wierzbicki –

We are working on flooding and debris flows from heavy rainfall.

Business & Community Services Officer Lara Mather

Resources are available for Storey County businesses, with the list available on the Business Development page of the Storey County web site.

Tourism Director Todd Tuttle

Sweets and Treats was a phenomenal success.

Tuesday, June 13 we had mix and mingle which was very successful.

Fourth of July events with the Parade at noon, the Second Amendment Concert at 6 p.m. and 8:45 p.m. for the fireworks.

Hot August Nights July 28-29, and C Street will be closed from the Firehouse Grill down to Sutton.

IT Director James Deane

The air conditioning at TRI offices is being repaired and serviced.

County Manager Austin Osborne

The next Master Plan town hall will be June 29 in Lockwood, then July 19 in the Virginia City Highlands, August 10 in Mark Twain, and August 24 in Virginia City.

Clerk-Treasurer Jim Hindle

JAVS technical people are coming tomorrow to address system audio issues.

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

Commissioner Mitchell – 8:45 is a little ambitious as a targeted start to the Independence Day fireworks. Hope it will be dark enough.

9. DISCUSSION ONLY: Presentation by county staff and lobbyists on various bills and actions of the Nevada Legislature during the 2023 legislative session and special legislative session.

Austin Osborne introduced lobbyists, Greg “Bum” Hess, Helen Foley, Mary Walker, Will Adler and Alex Tanchek, who discussed bills in the past Legislative session that were important to Storey County. Mr. Hess warned that Storey County would be targeted with similar legislation in the future.

Mr. Hess and Ms. Foley focused on SB432, which Mr. Hess described as a grab to get all our money, which didn’t get a hearing, and SB81, the creation of a regional commission to decide issues impacting many counties, which the governor vetoed. Ms. Foley said the governor vetoed it because it would allow the Democratic Majority leaders to select representatives and not give similar power to the Republican Minority leaders. Ms. Foley also said that the death of SB432 involved the rural counties uniting against it and credited help from U.S. Rep. Mark Amodei’s office.

Ms. Walker said they monitored 344 bills and has provided the county with a complete list and summary of bills tracked and their outcomes – whether passed or defeated.

Mr. Adler said the session was good legislatively and that activity improved relationships for the county. AB63, though it didn’t pass, made it possible to work better with NDOT and other counties and cities to focus on the needs of Interstate 80.

Mr. Tanchek praised the county for its work, research and knowledge.

Mr. Osborne said Storey County prevailed in the bills that were against it this year, but this is not a win. There is a lot of work still to go. He emphasized that both staff and lobbyists dedicated many hours during the days and weekends of the session. Mr. Osborne highlighted that now is the time, during the interim, to work with legislators and interim committees to develop and strengthen relationships.

Commissioners Carmona, Gilman and Mitchell praised county staff and lobbyists for their effort.

Public Comment: None

- 10. DISCUSSION/FOR POSSIBLE ACTION:** Update, discussion, and provide direction to county staff and lobbyists regarding any proposed action of the legislature during special session causing SB1 or other post-tax abatement revenues from Tesla or other tax abated or non-tax abated companies to be canceled, diverted away from Storey County, redistributed, postponed, or extended, and other properly related matters.

Mr. Osborne said this is to give directions to staff and lobbyists to proceed with a special session, interim session.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct county staff and lobbyists to represent Storey County on each bill as follows and to proceed on other bills as directed: Specifically, any special session legislative BDR, interim session bill, resolution, or other action of the legislature or the government of the State of Nevada causing SB1 or other post-tax abatement revenues from Tesla or other tax abated or non-tax abated companies to be canceled, diverted away from Storey County, redistributed, postponed, or extended, and other properly related matters. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 11. DISCUSSION/FOR POSSIBLE ACTION:** Special Use Permit file 2023-22. The applicant requests a Special Use Permit for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant anticipates the maximum proposed building height to be approximately 110-feet to accommodate manufacturing equipment. This Special Use Permit request is for a maximum height of 115-feet to allow for a buffer as final equipment and building design have not yet been completed. The property is located within the Tahoe Reno Industrial Center, at 1 Electric Avenue, McCarran, Storey County, Assessor's Parcel Number 005-012-05.

Mr. Osborne, on behalf of Planning Manager Kathy Canfield, said Tesla had requested the SUP for a building that exceeds 75 feet. The Planning Commission approved 115 feet. They

must comply with the requirements of Storey County Fire Protection District. There was also an amendment regarding personal property tax for the SUP.

Chief Loncar said the district had worked with Tesla in the past and will mitigate whatever hazards they may have.

Findings begin on Page 51 of the Storey County packet for this meeting.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval including the amended condition D, I, Commissioner Mitchell, move to approve Special Use Permit 2023-022 to allow additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant anticipates the maximum proposed building height to be approximately 110-feet to accommodate for manufacturing equipment. This Special Use Permit request is for a maximum height of 115-feet to allow for a buffer as final equipment and building design has not yet been completed. The property is located within the Tahoe Reno Industrial Center, at 1 Electric Avenue, McCarran, Storey County, Assessor's Parcel Number 005-012-05. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

12. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

- 13. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for the Public Works director to sign quote from Apex Grinding and Paving, Scope of Work #2 for repaving a section of Duck Hill Road that was blown out from a water leak on the siphon in the amount of \$15,645.35.

Public Works Director Jason Wierzbicki said they want to get it done before the end of the fiscal year. There is a budget available for this item.

Public Comment: None

Motion: I, Highway Commissioner Mitchell, move to approve to approve the Public Works Director to sign the quote from Apex Grinding and Paving, Scope of Work #2 in the amount of \$15,654.35 to repave a section of Duck Hill Road that was damaged from a Siphon Line leak. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 14. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the Public Works Director to sign a paving proposal from Apex Grinding and Paving in the amount of \$17,605.01 to repave the ramp at the High School Football Field that was damaged from a water leak.

Mr. Wierzbicki said the water leak also damaged the ramp at the football field. The project to repave the ramp that was damaged has been completed.

Public Comment: None

Motion: I, Highway Commissioner Mitchell, move to approve the Public Works Director to sign a proposal from Apex Grinding and Paving in the amount of \$17,605.01 to repave the ramp at the High School Football Field that was damaged from a water leak. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

15. DISCUSSION/FOR POSSIBLE ACTION: Proposal for professional services by LUMOS and Associates for Taylor Street repairs and stabilization design in an approximate amount of \$55,000.00. Tasks #1 thru #4 are set at \$32,100.00. Tasks #5 through #9 are set at a time and materials basis. An approximate amount is being requested to cover the set amount and the T&M portion of the proposal.

Mr. Wierzbicki said due to the extent of the storm damage on Taylor for repair and stabilization design. He is requesting \$55,000 to cover costs.

Public Comment: None

Motion: I, Highway Commissioner Mitchell, move to approve the Public Works Director to sign the Proposal for Professional Services with LUMOS and Associates for the Taylor Street repairs and stabilization design in an approximate amount of \$55,000.00. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

16. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval canceling the meeting of the Board of Storey County Highway Commissioners scheduled for July 4, 2023, due to the fact that July 4, 2023, is a state and national holiday.

Deputy District Attorney Keith Loomis said that this was a cleanup provision, as the dates were canceled for the BOC and Fire District already.

Public Comment: None

Motion: I, Highway Commissioner Mitchell, move to cancel the meeting of the Board of Storey County Highway Commissioners scheduled for July 4, 2023. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

17. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS:

- 18. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for the County Manager to sign the renewal contract with Dr. Scott Shepherd as the County Health Officer for 2 years, September 1, 2023, through August 31, 2025, at a rate of \$500 per month. Business Development Manager Lara Mather said this would allow the county manager to sign a contract with the county health officer at the same rate as the original contract.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the County Manager to sign the renewal contract with Dr. Scott Shepherd as the County Health Officer for 2 years, September 1, 2023, through August 31, 2025, at a rate of \$500 per month. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 19. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval directing the Recorder to accept the apparent lowest bid in the estimated amount of \$174,429.90 submitted by US Imaging, Inc for the Recorder's Office Indexing and Redaction project budgeted for fiscal year 23/24 and to direct the Recorder to sign the contract pending District Attorney review.

Recorder Dru McPherson said this is a bid to index and redact all official records held by the Recorder's Office which will allow all records dating back to 1859 to be publicly searchable online. Two bids were received. US Imaging Inc. was the low bidder, and the office has worked with the company in the past. The contract was submitted and approved by the DA's Office, with two changes, we will provide access and we added to the timeframe.

Commissioner Mitchell asked if changes were adequately published.

Mr. Loomis said the timeframe was reflected in the bid process and the other was a technical change. He said the DA's Office review was completed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve directing the Recorder to accept the apparent lowest bid in the estimated amount of \$174,429.90 submitted by US Imaging, Inc. for the Recorder's Office Indexing and Redaction project budgeted for fiscal year 23/24 and to direct the Recorder to sign the contract pending District Attorney review. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 20. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 23-693, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-24 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Community Services Coordinator, Grants Manager, Culinary

Coordinator, IPT Evidence Custodian, IPT Volunteer Coordinator (Sheriff Office), IPT Inmate Work Crew Coordinator, and IPT Tourism Transportation Driver.

Acting Human Resources Director Jeannie Green said this sets pay for non-represented county employees. Modification is requesting one paragraph be deleted as it is not applicable to non-represented workers. The Community Services Coordinator and Grants Manager are new positions, the Culinary Coordinator is the chef, who has had added responsibilities.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-693, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2023-24 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Community Services Coordinator, Grants Manager, Culinary Coordinator, IPT Evidence Custodian, IPT Volunteer Coordinator (Sheriff Office), IPT Inmate Work Crew Coordinator, and IPT Tourism Transportation Driver. I further move that we delete the third Whereas paragraph that references NAPS0 as it is not applicable. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

21. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 23-695 setting the tax rate levy at 3.4607 for fiscal year 2023-2024.

Comptroller Jennifer McCain said this is housekeeping. The tax rate was decided in February. There have been no changes.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-695 setting the tax rate levy at 3.4607 for fiscal year 2023-2024. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

22. DISCUSSION/FOR POSSIBLE ACTION: Considerations and possible approval of the transfers in various funds within the Storey County 2022-2023 Budget pursuant to NRS 354.59800 that have a net adjustment of \$0.00.

Ms. McCain said NRS 354.598005 allows us to augment and transfer budget for unforeseen circumstances. Transfers at no additional cost to the county and \$1,069,568. 51 percent of this is due to the TRI Payback. She said the county has had significant out of budget purchases for emergencies such as the snowblower and we were very conservative in our budget. Transfers are within the same departments.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the approve the transfers within the 2022-2023 Storey County Budget in the amount of \$1,046,568 in total between general fund departments, funds, and contingency with a net adjustment to the County budgets of \$0.00. And move to approve Resolution 23-696 to transfer funds from contingency to the Storey County Sewer Fund. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

24. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution 23-694 approving the acceptance of a transfer of \$5,000 from the Storey County contingency to the Storey County Sewer Fund. This transfer will have a net adjustment of \$0.00 to Storey County's budgets.

Ms. McCain said Sewer Fund had to hold the budget up \$5,000 due to chemical costs, so Contingency will transfer \$5,000 to the sewer fund.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution 23-694 accepting the transfer of \$5,000 from the Storey County contingency to the Storey County Sewer Fund. This transfer will have a net adjustment of \$0.00 to Storey County's budgets. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

26. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible action on the following policies:

- a. Policy P 503A Increasing requirements for incentive pay and including the Assistant Fire Chief.
- b. Policy P 505 Establishing District Longevity pay.
- c. Policy P 602 Increasing annual leave accrual and provisions to buy out annual leave.
- d. Policy P 603 Modifies unused sick leave maximum hours and increases sick leave payment at separation.
- e. Policy P 701 Increasing the percentage of dependent coverage from 70 to 80 percent and providing for a preload of \$500 into all full-time employees' HSA.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the modifications the modifications of Personnel Policies P503A Non-Represented Employee Compensation, P602

Annual Leave, P603 Sick Leave, P701 Health Insurance Coverage, and the creation of P505 Longevity pay. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

27. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 23-692, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed and non-represented Storey County Fire Protection District employees for the 2023-24 fiscal year and superseding prior year action by resolution for appointed Storey County Fire Protection District employees with the adjustments of removing the Fire Inspector II position, reclassifying the Fire Marshal as a Prevention Battalion Chief, and reclassifying Wildland grant-funded positions.

Fire Chief Jeremy Loncar said this was an update reflecting the 1 percent COLA which has been budgeted. Fire Marshal position is eliminated to become a Battalion Chief position. Fuels Crew are grant-funded positions and are reclassifying these positions.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve resolution no. 23-692 a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed and non-represented Storey County Fire Protection District employees for the 2023-24 fiscal year and superseding prior year action by resolution for appointed and non-represented Storey County Fire Protection District employees. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

28. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD

29. DISCUSSION/FOR POSSIBLE ACTION: First reading for OnSale Liquor license. The applicant is Demetrio Gonzalez Trujillo. Jehovah Es Mi Pastor, 727 USA Pkwy, McCarran, NV 89434.

Sheriff Cullen said the investigation was done and we are ready to move forward.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the First reading for OnSale Liquor license. The applicant is Demetrio Gonzalez Trujillo. Jehovah Es Mi Pastor, 727 USA Pkwy, McCarran, NV 89434. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

30. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible action on Special Application for off C Street liquor license for Lucky's Casino and One 9 Fuel Stop at 400 USA Pkwy., McCarran NV 89434.

Sheriff Cullen said this investigation is still ongoing and the building is still under construction. We are still investigating this, but it looks good.

Commissioner Mitchell asked if this was all that is needed to extend this liquor license as it is off of C Street. Is there any indication this would be a hardship for the applicant.

Mr. Osborne said he will have an answer by the next meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to continue to the next meeting on July 18 at the Courthouse. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

32. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Interlocal Agreement for Management and Administrative Services between Storey County and the Virginia City Tourism Commission.

Linda Ritter, consultant, gave a history of the relationship between the VCTC and BoCC. She said this agreement expands upon that relationship. The Tourism Director works at the pleasure of the Tourism Commission. HR will assist with recruitment, but all else will be handled by the VCTC. The county will assist with HR and financial needs, and employees must follow all policies and procedures for county employees. IT is paid for by VCTC, but policies and procedures are the same as the county. The County provides maintenance for VCTC properties, but VCTC pays the cost. For Piper's Opera House, both entities would like to see it managed by a nonprofit organization. For now, VCTC will continue to manage it, and the County will be responsible for maintenance.

Commissioner Mitchell asked about the 60-day unilateral termination clause.

Ms. Ritter said it gives both parties an assurance that they can get out of it.

Commissioner Mitchell asked about efforts for a chamber of commerce, and if it could be funded through VCTC.

Ms. Ritter said all funds are under the jurisdiction of that commission. A Chamber of Commerce would not be a 501(c)3. The VCTC was looking forward to working with a chamber.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve n to approve the Interlocal Agreement for Management and Administrative Services between Storey County and the Virginia City Tourism Commission. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

33. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of approximately 1 year license agreement between Storey County and the Department of Conservation and Natural Resources, Office of Historic Preservation on behalf of the Comstock Historic District Commission, for use of approximately 150 square-feet of temporary space within the Storey County Courthouse Slammer Museum or Piper’s Opera House for use as a temporary office, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Courthouse 26 South B Street or Piper’s Opera House 12 North B Street, Virginia City, Nevada.

Mr. Osborne said a truck had run into the electrical system at the Comstock Historic District offices. The director asked to use a county facility to provide public services. It will end in a year or when the CHD can move back to its own offices.

Public Comment: None

Motion: I, Commissioner Mitchell, move to authorize the County Manager to sign an approximately 1 year license agreement between Storey County and the Department of Conservation and Natural Resources, Office of Historic Preservation on behalf of the Comstock Historic District Commission, for use of approximately 150 square-feet of temporary space within the Storey County Courthouse Slammer Museum or other county-owned facility in Virginia City for use as a temporary office, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Courthouse 26 South B Street or Piper’s Opera House 12 North B Street, Virginia City, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

34. DISCUSSION/FOR POSSIBLE ACTION: To sign an estoppel certificate in favor of Tiger Finance LLC for the benefit of Nanotech Energy Inc. for the purpose of inducing Tiger Finance to issue a loan to Nanotech Energy.

Deputy District Attorney. Keith Loomis said Tiger Finance is asking the county to make representations regarding the development agreement so they could issue a loan to Nanotech Energy. Nanotech is following the development agreement. This is common in business.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the execution of the Estoppel Certificate in favor of Tiger Finance LLC for the benefit of Nanotech Energy Inc. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

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

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings for business licenses listed under Item 35 as A through H. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

36. PUBLIC COMMENT (No Action)


37. CORRESPONDENCE/NO ACTION:

Letter supporting Sheriff's Office grants and in-kind match for OHV equipment for law enforcement activities.

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

Chairman Carmona adjourned the meeting at 12:57 p.m.

Respectfully submitted,



Jim Hindle
Clerk-Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

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

Department: **Contact Number:** 17758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

7/18/2023 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

√ County Manager Austin Osborne
√ Chief Deputy District Attorney Keith Loomis
√ Assessor Jana Seddon
☐ Justice of the Peace Eileen Herrington
√ Recorder Dru McPherson
√ Sheriff Mike Cullen
√ Comptroller Jennifer McCain
√ Business Development Manager Lara Mather
√ Communications Director Becky Parsons
☐ Community Development Director Pete Renaud
☐ Community Relations Director Honey Coughlin
√ Emergency Management Director Mike Bullian

√ Emergency Management Director Adam Wilson
√ Fire Chief Jeremy Loncar
√ Human Resources Acting Director Brandie Lopez
√ IT Director James Deane
√ Planning Manager Kathy Canfield
☐ Public Works Director Jason Wierzbicki
√ Operations and Project Manager Mike Northan
√ Senior Center Director Stacy York
√ Tourism Director Todd Tuttle
Other:

Total Attendance: 57

In-Person: 35

Zoom: 22

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

Chairman Carmona called the meeting to order at 10:02 a.m.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT (No Action)

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

Mr. Osborne asked to move Item #18 to before Item #7, and the board will have to convene as the Fire District Board then reconvene as He also asked to continue items #19, #35 and #36.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda with the noted changes.
Seconded by: Lance Gilman. **Vote:** Motion passed unanimously.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the May 16th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes for the May 16, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. CONSENT AGENDA FOR POSSIBLE ACTION: I For possible action, approval of business license first 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

II Approval of claims in the amount of \$4,621,077.57.

III Consideration and possible approval of the modifications to Policy 506 establishing a footwear allowance for county employees.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent agenda as presented.

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

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

18. DISCUSSION/FOR POSSIBLE ACTION: Probation completion badge pinning for Fire Marshal Scott Snelling and promotional badge pinning for Assistant Fire Chief Jim Morgan. moved up

Fire Chief Loncar said Scott Snelling has been with fire service since 2010 and came to Storey County in 2021 as Fire Inspector. He will still be Fire Marshal and Fire Chief of Prevention. Chief Loncar said Jim Morgan has been in the fire service since 1990 and came to Storey County in 2020. He handles Hazmat.

The oath was administered by Commission Chairman Jay Carmona. Badges were pinned and photos were taken.

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

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

Sheriff Mike Cullen

- The National Night Out event in Lockwood will be held at 6 p.m. August 1, 2023, at Louise Peri Park. Sheriff's Night Out in Virginia City will be held at 6 p.m. August 8, 2023, at Miner's Park. There will be exhibits, vendors, food and more.

Fire Chief Jeremy Loncar

- A Type 3 engine from the Fire District is helping to fight a fire in Riverside County, CA. More units will be dispatched where possible and warned that the region was in peak fire season.
- Lara Mather was credited with obtaining \$32,000 in grants for hazmat needs and \$10,000 for rescue equipment.

- A Type 1 engine had catastrophic failure, with a bad U-joint and rolled backward down Sutton Street. The Public Works shop was credited with getting parts to repair the engine.

Mike Northan, Operations and Projects Coordinator.

- The VCH fire storage building is having supply issues.
- Permits are underway for the Lockwood Sheriff's Substation.
- There has been a proposal for a traffic signal at USA Parkway and Electric Avenue.
- The breezeway project at the Virginia City Senior Center will include relocating a kitchen wall.

Becky Parsons, Communications

- In Communications, one dispatcher has been hired, and testing for another position is on Friday.

Lara Mather, Business Development Director

- The new Department of Business and Community Relations, formerly the Community Relations Department, is headed by Lara Mather, with Honey Coughlin as grants manager and Shannon Foster as community resource coordinator.

Lara Mather for Honey Coughlin, Grants Manager

- For the Lockwood Senior Center, Lumos submitted a draft plan.
- An environmental report will soon be out on the Fairgrounds project.
- A new appraisal has been completed for Fire Station 71 and surveys are underway.
- The Long Valley Creek Flood work is 32 percent complete.

Mike Bullian and Adam Wilson, Emergency Management Department

- Adam Wilson is the new Director of Emergency Management.
- Shelter trailers have been re-inventoried and relocated throughout the county.
- Meetings are ongoing to start a Quad County EMS with monthly meetings.
- The county Emergency Operation Plan is in its final stages.
- Working with a mapping software program for a regional initiative to include Storey, Lyon, Douglas, Washoe counties and Carson City.
- Mr. Wilson will attend a large-scale evacuation drill in Incline Village done by Washoe County.

VCTC Todd Tuttle

- The VCTC reports a wonderful turnout for the Fourth of July. The parade drew many attendees, the concert went smoothly, and the fireworks display was reported to be one of the best in Northern Nevada.
- The next Mix and Mingle event will be at 6 p.m. on August 8 at Piper's Opera House. Representatives from Liquid Blue will speak.

- For Hot August Nights July 29 and 30, C Street will be closed from Sutton to Flowery from 6 a.m. 400 cars are expected. The boardwalks are to remain open and clear, and patrols will be out.
- On August 12 there will be a street dance hosted by the Silent Riders.
- August 19-20 will have an Art Walk on the Comstock.
- There will be a Virginia City Roundup Motorcycle Rodeo at the fairgrounds August 26-27.
- Tickets are selling fast for the Camel and Ostrich Races Sept. 8-10.
- On August 20, a film crew from NBC called First Look will be in town.
- There has been \$300 million in new construction at TRIC, most of which is not tax abated.

Jana Seddon, Assessor

- This is the largest new construction year we have had, with new mega warehouses and \$300 million in new construction in 1.5 months. Most are not abated.

Kathy Canfield, Planning Manager

- Master Plan workshops will be July 19 in the Virginia City Highlands, August 10 in Mark Twain, and August 24 in Virginia City.
- Paperwork was submitted with the audit by FEMA.
- There is a link at the draft EIS for Green Link West Powerline Project on the Planning Department's web page.

James Deane, IT Director

- The IT Department is working with Fire Stations 71 and 74 and has installed a microwave link on the senior center.

County Manager Austin Osborne

- Upcoming town halls are on July 19 in the Highlands for the Master Plan, 5:30 p.m.; July 24, NVEnergy meeting in the Highlands, 5:30 p.m.; Tahoe Pyramid Bikeway meeting in Lockwood on July 27; Master Plan Workshop in Mark Twain on August 10; Master Plan Workshop on August 24, Virginia City.

Mr. Osborne for Pete Renaud, Community Development Director

- Joe Starnes is now a senior inspector and Director Pete Renaud is a Certified Building Official.
- The department is around 45 new residential construction permits at any given time. Most are in VC and the Highlands. At TRI there have been 28 plan reviews for June and 213 Construction Document Reviews. Also 34 Monthly permits, 199 permits issued for January and December, and 91 permits issued. 15 business licenses and 76 between January and December. Large influx of nuisances. Are looking for another building

inspector/nuisance officer. About 40 nuisances and 10 code violations; about 2 per month. 3 food trucks came in and we have 40 that operate out of TRI.

Stacy York, Senior Center Director

- The Virginia City Senior Center holds technology training Thursdays at 1 p.m.
- There are 10 fans available to aid seniors during the hotter months.

Jim Hindle, Clerk-Treasurer

- The Clerk-Treasurer's Office is working with the District Court in Carson City on procuring a jury management system from Tyler Technologies. Grants are being sought to offset the costs.
- Tax bills went out last week, and the first installment is due August 21.
- The increased volume of vehicle registration and titling requests for Storey and Lyon County residents at the DMV is being managed. DMV will institute a walk-in Wednesday at the Reno DMV.

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

- Commissioner Gilman said he was at an informal meeting with stakeholders in communities along I80, and that even though the bill he proposed didn't pass, attention is now being paid to the highway; and TRI is growing dramatically.
- Commissioner Mitchell reminded everyone to check with the Comstock Historic District before building and getting a certificate of appropriateness. He also said it was not legal to live in an RV in a National Historic District, except for the RV Park, and that appropriateness of new street lights will be examined.

9. DISCUSSION ONLY: Presentation by the Nevada State Board on Geographic Names (NSBGN) will present information regarding new State mandates on the NSBGN functions, obligations, actions, and updates on recent Federal Actions through Secretarial Orders 3404 and upcoming actions as a result of Secretarial Order 3405 which have and will have impact on Nevada's landscape. The NSBGN is required to perform public outreach, better Tribal communications, and seek input from all stakeholders. It is essential for all State of Nevada County Commissions to know and understand what the NSBGN is tasked with and how its actions impact the lands associated with each county, and how the Commission and the Storey County public can be involved in these matters.

Paul White with Kristine Johnson representatives of the Nevada State Board on Geographic Names.

Ms. Johnson said the US Board on Geographic Names started in 1890 and states now have their local boards. She said they solicit and receive information and requests on place names ahead of the federal government, then send it on to the feds. They also serve as research. The board consists of 12 agencies and federal agencies. In 2021, the board was required to be

proactive rather than reactive. They are reviewing all place names in Nevada and to see if there are problem names, offensive or derogatory names that need to be rectified. The board has to report regularly to the governor. They were not given a list of derogatory names, so they have to do outreach to find offensive names. This was due to other places around the country. Some were taken off federal maps. Squaw was replaced by native names. There is a federal advisory committee of 17 members that she is a part of. She will apply anything that is hurtful or problematic term, ethnically, or regarding disability. The public should be able to provide feedback on the list in the future. She said they had to ensure all tribes were part of it.

Mr. White directed the commissioners to a handout that showed what names were replaced.

Mr. White said the policy was for dealing with public lands, not private lands.

Commissioner Gilman, said he was categorically against changing our nation's history, or our state or county's history. I object to the federal government having an agency that will change many things we hold dear. I really am very uncomfortable with this process and what our nation is looking at doing.

Commissioner Mitchell said in looking at defining the term derogatory, how broad a process is that? Does it also include historic figures?

Ms. Johnson said derogatory is specific terms with a subjective and objective nature. Confederate names were on the table at one point. Lots of other names like Columbus and Robert E Lee, things like this. While they might be considered very problematic for some people who are impacted by driving by a sign. But it doesn't affect everyone, so commemorative names are not on the table. The federal government maintains a database, so none of the names are ever lost. We are really focused on the ethnic impact.

Public Comment: Rich Connell of Virginia City said he agreed with Commissioner Gilman 100 percent, I am not happy with what they are doing to our names and our communities.

10. DISCUSSION/FOR POSSIBLE ACTION: Consideration and Possible Action of Grant of Easement File No. 2023-029 to NV Energy for utilities within a portion of the North K Street Right-of-Way, Virginia City, Nevada, Storey County, Nevada.

Planning Manager Kathy Canfield said the request for easement was needed to serve a new resident.

Public Comment: None

Motion: In accordance with the recommendation by staff, I Commissioner Mitchell, move to approve a Grant of Easement (2023-029) to NV Energy for utilities located within a portion

of the North K Street Right-of-Way, Virginia City, Storey County, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 11. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible action for Storey County's acceptance of a Deed of Dedication from Pure Reno, LLC granting Storey County a parcel of land identified as Parcel 2017-7 and having Assessor's Parcel Number (APN) 005-051-55. The Parcel is identified as a portion of Pittsburgh Avenue, located west of intersection with USA Parkway, within the Tahoe Reno Industrial Center, Storey County, Nevada.

Ms. Canfield said the applicant of the adjacent property constructed the building and railroad, which continues from Pittsburgh Paints to the Railroad Tracks. They are not requesting reimbursement and is part of TRI Center and is good for the county.

Public Comment: Jonathan Carpenter with Pure Development thanked the commissioners and said it was a pleasure working with the county. In answer to a question, he said the legal name is Pure Reno LLC.

Motion: In accordance with the recommendation by staff, I Commissioner Mitchell, hereby move to accept the Deed or Dedication from Pure Reno, LLC, dedicating to Storey County a parcel of land identified as Parcel 2017-7, also known as a portion of Pittsburgh Avenue, having Assessor's Parcel Number 005-051-55. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** Tax Management Contract Amendment to Audit Tesla, Panasonic, and H&T Nevada. Total Audit \$60,000.

Assessor Jana Seddon said her office has been auditing Storey County property since 2016, so that people report correctly. Many companies are located in different states and don't know our laws. There is a lot of equipment that has not been recorded, so we are able to bring in quite a bit of audit dollars after the fact. Tesla, Panasonic, and H&T will become taxable in July 2024. They do audits going back 3 years. The Tesla, etc. audits will be huge. Taxation said it is \$25,000, \$20,000, and \$15,000 to audit the three companies respectively. This is to make sure that everything is on the tax roll when they go live, she said.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Tax Management Contract Amendment to Audit Tesla, Panasonic, and H&T Nevada for a total amount not to exceed \$60,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

13. DISCUSSION/FOR POSSIBLE ACTION: Sparks NV/CASS NV, LLC refund of \$133,691.49 due to retroactive abatement from GOED. Parcel # 005-061-59 and Acct #CM001855.

Ms. Seddon said that with GOED, she is getting letters about applications for abatements, then an approval letter that dates back a year and a half, then the office has to do refunds.

Deputy District Attorney Keith Loomis said that there is a legal doctrine, the Voluntary Payment Doctrine, if a company pays a government fee and doesn't object to it at the time, they can't object at a later time. It can't be earlier or later than 1 year after the application. This makes it difficult for the budgeting process but is in the statute.

Commissioner Gilman said he was unhappy with the process and proposed having a discussion with GOED.

Mr. Loomis said the reason for the doctrine was to give the government some consistency with their budgets.

Commissioner Mitchell asked if we could set aside funds for potential refunds.

Ms. Seddon said she had not received Redwood Materials' application and gave them their 75 percent bill, so she didn't have to give a refund.

Comptroller Jennifer McCain said regarding a special account, the county could create a liability account and hold funds in it so it doesn't impact the budget if refunds have to be made.

Public Comment: None

Motion: I, Commissioner Mitchell, move to authorize the refund of \$133,691.49 to : Sparks NV/CASS NV, LLC due to a retroactive abatement from GOED. This is tied to Parcel #005-61-59 and Acct. #CM001855. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

14. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for the County Manager to enter into a contract with The Abbi Agency for public relations services at a cost not to exceed \$200,000.

Business Development Manager Lara Mather said that an RFP was offered, and four firms were interviewed. The contract would cover working with the county manager, publicizing emergency incidents, legislative preparations and response, branding of the county and TRIC. She said it was important to get Storey County's name in the worldwide media. She said that

Abbi was a Nevada company with a global reach. The final contract will be subject to DA approval and will be on the BOC future agenda. The contract would be for \$158,000.

Commissioner Gilman said there was no one better than the Abbi Agency. Commissioner Mitchell asked for a break to look at the proposed contract. After the break he said he felt comfortable with the contract.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the County Manager to enter into a contract with The Abbi Agency for public relations services at a cost not to exceed \$200,000. That contract is subject to the review and approval of the District Attorney's office and the final version is to be brought back at our next regular commission meeting. The contract will be for 1 year. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

15. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for the Storey County Senior Center to enter contract with the Storey County School District to provide breakfast and lunch to Hugh Gallagher Elementary School and Virginia City Middle School for the 2023/24 calendar school year.

Senior Center Director Stacy York said that 120 students at Hugh Gallagher Elementary School in a trial program at a reduced rate but has been approved by USDA to be free. The senior center would like to bring it to the VCMS. She said a subsidized program is what the Department of Agriculture was working towards.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Storey County Senior Center to enter a contract with the Storey County School District to provide breakfast and lunch to Hugh Gallagher Elementary School and Virginia City Middle School for the 2023/24 calendar school year. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

16. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of agreement between Storey County and VC Ponderosa Saloon LLC (Old Corner Bar) pertaining to monthly payments of back utility payments totaling \$8,651.53.

Comptroller Jennifer McCain said that in 2019, Storey County entered into a rental agreement with VC Ponderosa Saloon LLC, dba Old Corner Bar, that the Old Corner Bar would pay 35 percent of utilities. She said that over the years, miscommunication caused the payment to be overlooked. The agreement will be renegotiated this year. The county came to an agreement with owners to pay back utilities and keep up with current payments.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the agreement between Storey County and VC Ponderosa Saloon LLC (Old Corner Bar) pertaining to monthly payments of back utility payments totaling \$8,651.53. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

19. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the revisions to the Fire Chief job description.

This item was continued.

20. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to authorize the Fire Chief to proceed with the purchase of a new Type 3 engine with the purchase amount not to exceed \$500,000 which was previously budgeted at \$468,000.

Fire Chief Jeremy Loncar said the cost since the budgeting the price went up. There are funds in the CIP to pay for the engine. The cost is now \$498,000.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the Fire Chief to proceed with the purchase of a Type 3 engine not to exceed \$500,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

21. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to authorize the Fire Chief to up fit a newly purchased command vehicle previously budgeted for in the fiscal year 2022/2023 budget year for the approximate amount of \$17,000.

Chief Loncar said with the cost of the vehicle and outfitting, we secured the vehicle and outfitting and would like to utilize that fund which was carried over from last year.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve move to approve the Fire Chief to up fit the new command vehicle for the approximate amount of \$17,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

22. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to authorize the Fire Chief to proceed with purchasing a tractor and trailer, tree shear, and

pickup truck utilizing additional funding provided to the District from NV Energy for an approximate amount of \$425,000.

Chief Loncar said this would be paid through the NVEnergy grant but will not be exclusively for NVEnergy project. This is a huge asset for fighting wildland fires.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the Fire Chief to proceed with purchasing a tractor and trailer, tree shear, and pickup truck utilizing additional funding provided to the District from NV Energy for the approximate amount of \$425,000. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

23. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD

24. DISCUSSION/FOR POSSIBLE ACTION: 2nd reading for OnSale liquor License. Applicant is Demetrio Gonzalez-Trujillo, Jehovah Es Mi Pastor, 727 USA Pkwy, McCarran, NV 89434.

Assistant Sheriff Eric Kern said there was no reason for this applicant to not have a general liquor license, as he meets all the criteria.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2nd reading for OnSale Liquor License. Applicant is Demetrio Gonzalez-Trujillo, Jehovah Es Mi Pastor, 727 USA Pkwy, McCarran, NV 89434. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

25. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

26. DISCUSSION ONLY: Report of the Public Works Department regarding roads and highways in Storey County.

Public Works Director Jason Wierzbicki said the department was finishing up on ditches and clearing out culverts in Mark Twain and Six Mile Canyon. A meeting was held on Electric Avenue, and he hopes to get started on August 4. The B Street water main project, an 8-inch water main, out to bid and will cover the length of B Street.

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

28. DISCUSSION/FOR POSSIBLE ACTION: Approval of a proposal from Lumos and Associates for engineering design for a repair to the existing rock wall in the B Street right-of-way that was damaged by the heavy winter and heavy precipitation this spring in the estimated amount of \$26,525.00. Scope of work to include geotechnical investigation, structural design, construction documents, and construction administration. The location of the work is near the intersection of B Street and Sutton Street.

Mike Northan, Operations and Projects Coordinator said this is a stone wall that is functioning as a retaining wall on the county right-of-way. It needs engineered repair. The damage was reported to FEMA and has been added to the damage inventory. He said he would check with the Comstock Historic District on any concerns they have.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the proposal and authorize the County Manager to sign an agreement with Lumos and Associates for engineering design for a repair to the existing rock wall in the B Street right-of-way that was damaged by the heavy winter and heavy precipitation this spring in the estimated amount of \$26,525.00. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

29. DISCUSSION/FOR POSSIBLE ACTION: Request budget line-item change from 10x20 storage container to 7x14 covered mobile trailer, not to exceed line-item price of \$10,000.

IT Director James Deane said it makes more sense to have a portable unit that IT can move around and asked to reallocate for a mobile and functional unit.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the change of budget line item 10x20 storage container to 7x14 covered mobile trailer in an amount not to exceed \$10,000.

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

30. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible consideration allowing the Sheriff's Office to purchase up to five patrol pickup trucks instead of sport-utility vehicles in accordance with the Equipment Acquisition budget for Sheriff's Office patrol vehicles, due to supply chain issues and shortage of patrol vehicles, and other related matters. The amount of budgeted funds will remain unchanged.

Sheriff Mike Cullen said that the office was having difficulty getting vehicles they wanted in first place. They did find five trucks from Michael Hohl and will save some money.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve to approve the Sheriff's Office purchase up to five patrol pickup trucks instead of sport-utility-vehicles in accordance with the Equipment Acquisition budget for Sheriff's Office patrol vehicles, due to supply chain issues and shortage of patrol vehicles, and other related matters. The amount of budgeted funds will remain unchanged. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

31. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible consideration re-appointing Assistant Sheriff Eric Kern to represent Storey County on the Nevada Local Justice Reinvestment Coordinating Council (NLJRCC) for the 2023-2024 term.

County Manager Austin Osborne, said Assistant Sheriff Kern was appointed on an interim basis, and his term has expired, and he has to be reappointed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to re-appoint Assistant Sheriff Eric Kern to represent Storey County on the Nevada Local Justice Reinvestment Coordinating Council (NLJRCC) for the 2023-2024 term. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

32. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval authorizing the County Manager to sign and approve an extension of a contract with Linda Ritter Consulting not to exceed \$5,000 to complete the countywide and organizational strategic plan.

Mr. Osborne said that Ms. Ritter has completed community work and surveys and is working with department heads. He said the Strategic Plan would be done in November or December.

Mr. Loomis said the contract includes the name Pinion Pottery, and that approval should be conditioned on the receipt of a certificate of liability insurance from Ms. Ritter under Linda Ritter Consulting.

Public Comment: None

Motion: Based on the recommendation by staff, I, Commissioner Mitchell, authorize the County Manager to sign and approve an extension of a contract with Linda Ritter Consulting not to exceed \$5,000 to complete the countywide and organizational strategic plan. This approval is conditioned on liability insurance referencing and covering Linda Ritter Consulting. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

33. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval authorizing the County Manager to sign and approve a contract with Linda Ritter Consulting not to exceed \$50,000 at an hourly rate of \$95.00 to update and amend the Storey County

administrative policies (non-HR policies) and procedures, and add new policies and procedures as needed and as assigned by the County Manager, and in conformance with the County Manager's Office approved budget.

Mr. Osborne said that Jeannie Green had updated all the Human Resources policies, and, in this case, he would like Linda Ritter to do the same with non-HR policies, such as vehicle use, buildings, security, the whole range of non-human resources uses for the county.

Public Comment: None

Motion: Based on the recommendation by staff, I, Commissioner Mitchell, authorize the County Manager to sign and approve a contract with Linda Ritter Consulting not to exceed \$50,000 at an hourly rate of \$95.00 to update and amend the Storey County administrative policies (non-HR policies) and procedures, and add new policies and procedures as needed and as assigned by the County Manager, and in conformance with the County Manager's Office approved budget. This approval is conditioned on liability insurance referencing and covering Linda Ritter Consulting specifically. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

34. DISCUSSION/FOR POSSIBLE ACTION: Presentation and discussion regarding the 2022-2024 County Manager's Office Strategic Plan, and consideration of possible direction as needed in accordance with the vision, mission, and goals set by the board.

Mr. Osborne said that he and Linda Ritter were working with all departments and elected officials on the Strategic Plan, and has created a vision and mission statement, and overall objectives for the county. He has a plan for his office, which is an overall umbrella for the county.

He gave a list of objectives, and initiatives involving economic development and business retention, providing for growth and restructuring of county organizations, pursuing and managing grants and outside funding that provides cost management, develop and improve methods of providing information to the public, evaluate and plan facility and infrastructure expansions and improvements to meet current and anticipated public services demands, provide for robust fiscal plans for county operations and insure adequate fiduciary reporting and oversight, provide for orderly planning, and to evaluate current policies for adequacy, making amendments and creating new policies as needed.

Commissioner Mitchell suggested wording changes on Internet access, and to add language to include a stable, partial governmental funding source for a chamber of commerce that he believed to be crucial.

Public Comment: None

Motion: I, Commissioner Mitchell, move to propose the following suggestions regarding the Storey County Strategic Plan. #1, to adjust wording on cover sheet as noted on the record, and #2 to add an item under the Enhance Economic Development and Business Retention Initiative related to exploring and identifying a funding source for a chamber of commerce, and to adopt. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

This was continued to the next meeting.

- 36. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the revisions to the County Manager job description.

This was continued to the next meeting.

- 37. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of the annual review and evaluation of the performance of Austin Osborne, County Manager for the time period of July 1, 2022, through June 30, 2023. The Board may, without further notice, take administrative action against Austin Osborne, County Manager, if the Board determines that such administrative action is warranted after considering the character, alleged misconduct, professional competence, or physical or mental health of Mr. Osborne. At the end of the annual performance evaluation, the Board has the right to make changes to the existing goals and objectives of the position, the right to determine whether or not to provide a merit increase, bonus, or other compensation adjustment, the right to take adverse administrative action up to and including termination, or any other such action deemed warranted by the Board.

Jeannie Green, Labor Relations, said that this is due each July and without action Mr. Austin will be given a standard salary increase.

Commissioner Gilman and Commissioner Mitchell praised Mr. Osborne's performance.

Commissioner Mitchell asked Mr. Osborne what personal and professional goals he might have for the coming year, and what he has learned.

Mr. Osborne said he learned something every day. As to goals, he cited giving department heads the backup and support to do their jobs successfully. He hoped that department heads, business owners and residents knew that he was looking out for them. He would like to better delegate projects so he can network with regional officials and legislators. He would like to improve education, training, and certification. He would like to make sure department heads

have ownership in their people. Another goal was to enhance Storey County's branding and better educate the region about Storey County. He would like to increase multiplier leadership in each department. He would like to ensure the county has sufficient staffing and data to do strategic planning.

Commissioner Mitchell asked about Mr. Osborne's health, which Mr. Osborne said was OK.

Carmona praised Mr. Osborne's work ethic, and noted he is working on delegating more. I know how seriously you take this job and rarely point a finger. Austin has taken the brunt of it and glad to see now delegating and giving department heads that trust. He said Mr. Osborne should be proud and had a solid team of employees and department heads. Austin's job is not easy, and you do it with grace. You do a fantastic job.

Clerk-Treasurer Jim Hindle commended Mr. Osborne for his seemingly tireless work and dedication to the County; and, anecdotally, commented that an example of this is that Mr. Osborne was routinely the last person to leave the building in the evening.

Sheriff Cullen said he had nothing but excellent interactions with Mr. Osborne.

Comptroller McCain said Mr. Osborne has not changed; he has the same dedication and always has his door open. He is one of the best leadership people I will work with.

Commissioner Gilman said Mr. Osborne has participated in vision and success in organizing trends, growth, and development that our county is enjoying today.

Public Works Director Jason Wierzbicki also praised Mr. Osborne for giving him and his department a lot of encouragement.

Public Comment: None

Motion: I, Commissioner Mitchell, move to accept this annual review and evaluation and to declare that County Manager Osborne's performance is above satisfactory and to express the board's appreciation for his work this year. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

- A. American Battery Technology Company – General / 2500 Peru Dr. ~ McCarran, NV
- B. Hoffman Plumbing LLC – Contractor / 1517 Church St ~ Gardnerville, NV
- C. I & E Electric Inc. – Contractor / 1425 Doerr Dr. ~ Elko, NV
- D. Standvast Fulfillment LLC – General / 1025 Waltham Way, McCarran, NV
- E. Thompson Gas LLC – Out of County / 5260 Westview Dr. Ste 200 ~ Frederick, MD

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve second readings of business licenses under Item 38 listed A through E. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

39. PUBLIC COMMENT (No Action)

40. CORRESPONDENCE/NO ACTION:

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

Adjourned at 1:19 p.m.

Respectfully submitted,



Jim Hindle
Clerk-Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 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. A & P Painting – Contractor / 10120 W. Flamingo Rd. Ste 4-264 ~ Las Vegas, NV
- B. Big Iron Inc. – Contractor / 425 Western Rd. Ste # 108 ~ Reno, NV
- C. Floor Tech Inc. – Contractor / 8850 Terabyte Ct. # D ~ Reno, NV
- D. FW Carson Co. – Contractor / 1064 Tahoe Blvd ~ Incline Village, NV
- E. Ironclad Builders LLC – Contractor / 425 Western Rd. Ste. # 108 ~ Reno, NV
- F. Nicholson Roofing LLC – Contractor / 2100 Poole Way ~ Carson City, NV
- G. River City Plumbing – Contractor / 1070 Marietta Way ~ Sparks, NV
- H. TEDco Construction LLC – Contractor / 5514 Hurricane Ct. ~ Sun Valley, NV
- I. Walker Cellular Inc. – Contractor / 150 Flocchini Cir. ~ Lincoln, CA

- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

- **Prepared by:** Ashley Mead

Department:

Contact Number: 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

September 11, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 19, 2023**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. A & P Painting** – Contractor / 10120 W. Flamingo Rd. Ste 4-264 ~ Las Vegas, NV
- B. Big Iron Inc.** – Contractor / 425 Western Rd. Ste # 108 ~ Reno, NV
- C. Floor Tech Inc.** – Contractor / 8850 Terabyte Ct. # D ~ Reno, NV
- D. FW Carson Co.** – Contractor / 1064 Tahoe Blvd ~ Incline Village, NV
- E. Ironclad Builders LLC** – Contractor / 425 Western Rd. Ste. # 108 ~ Reno, NV
- F. Nicholson Roofing LLC** – Contractor / 2100 Poole Way ~ Carson City, NV
- G. River City Plumbing** – Contractor / 1070 Marietta Way ~ Sparks, NV
- H. TEDco Construction LLC** – Contractor / 5514 Hurricane Ct. ~ Sun Valley, NV
- I. Walker Cellular Inc.** – Contractor / 150 Flocchini Cir. ~ Lincoln, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$5,541,501.03.
- **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

Check Register

Packet: APPKT05605 - 2023-07-28 AP Payments kc

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	07/28/2023	EFT	0.00	1,895.00	10434
404930	ALADTEC LLC	07/28/2023	Regular	0.00	5,186.00	110959
403795	ALPINE LOCK INC	07/28/2023	Regular	0.00	27.00	110960
100135	ALSCO INC	07/28/2023	Regular	0.00	240.84	110961
406619	AMAZON BUSINESS	07/28/2023	Regular	0.00	599.32	110962
404980	HIGH SIERRA BUSINESS SYSTEMS IN	07/28/2023	Regular	0.00	3,698.98	110963
403651	ARC HEALTH AND WELLNESS	07/28/2023	Regular	0.00	1,328.00	110964
406683	SIERRA MEAT CO	07/28/2023	Regular	0.00	1,396.68	110965
405786	ALL AMERICAN AUTO BODY	07/28/2023	Regular	0.00	10,000.00	110966
403959	BENDER, DEBORAH	07/28/2023	Regular	0.00	30.00	110967
405077	MACKAY MANSION	07/28/2023	Regular	0.00	766.50	110968
100422	BOB BARKER COMPANY INC	07/28/2023	Regular	0.00	17.08	110969
100471	MOUNDHOUSE TRUE VALUE HARDV	07/28/2023	Regular	0.00	62.70	110970
404634	SIX MILE CANYON MINI STORAGE	07/28/2023	Regular	0.00	60.00	110971
405028	RYAN'S ROCK AND HOE	07/28/2023	Regular	0.00	885.00	110972
406556	BRIAN BROWN MEDIATION, LTD	07/28/2023	Regular	0.00	2,220.00	110973
403671	WASHOE CLUB MUSEUM	07/28/2023	Regular	0.00	1,000.50	110974
103298	CAL-NEVADA TOWING	07/28/2023	Regular	0.00	525.00	110975
100486	CAPITOL REPORTERS	07/28/2023	Regular	0.00	80.80	110976
101274	NEVADA SPEEDOMETER	07/28/2023	Regular	0.00	48.85	110977
404216	CARSON VALLEY OIL CO	07/28/2023	Regular	0.00	6,384.67	110978
406141	CASS NV, LLC	07/28/2023	Regular	0.00	5,288.59	110979
405519	CIGNA HEALTH & LIFE INSURANCE C	07/28/2023	Regular	0.00	21,183.48	110980
404798	CINTAS / CINTAS FIRST AID AND SAF	07/28/2023	Regular	0.00	17.95	110981
405134	CMC TIRE INC	07/28/2023	Regular	0.00	5,409.92	110982
404833	COMSTOCK FOUNDATION FOR HIST	07/28/2023	Regular	0.00	126.00	110983
403887	COMSTOCK GOLD MILL LLC	07/28/2023	Regular	0.00	17.00	110984
404356	LANGUAGE LINK	07/28/2023	Regular	0.00	3.72	110985
406602	CORWIN BUICK GMC RENO	07/28/2023	Regular	0.00	1,147.98	110986
103220	ON THE SIDE GRAPHICS & SIGNS	07/28/2023	Regular	0.00	1,425.00	110987
406928	CRESO RESCO	07/28/2023	Regular	0.00	876.15	110988
404466	FIRST CHOICE COFFEE SRV	07/28/2023	Regular	0.00	215.70	110989
99652	COMSTOCK CHRONICLE	07/28/2023	Regular	0.00	451.50	110990
406010	DEITZ MEDIA & MARKETING, LLC	07/28/2023	Regular	0.00	76,592.70	110991
405128	DEVNET, INC	07/28/2023	Regular	0.00	17,919.04	110992
406163	DIVIDE GRAPHICS	07/28/2023	Regular	0.00	30.00	110993
406831	DREILING, DEREK CHARLES	07/28/2023	Regular	0.00	1,500.00	110994
404547	FACTORY MOTOR PARTS	07/28/2023	Regular	0.00	185.57	110995
404509	FASTENAL COMPANY	07/28/2023	Regular	0.00	103.27	110996
406930	FAUSETT, FRANK	07/28/2023	Regular	0.00	170.04	110997
405264	FIDELITY SECURITY LIFE INSURANCE	07/28/2023	Regular	0.00	230.18	110998
405969	FLEETPRIDE, INC	07/28/2023	Regular	0.00	1,714.98	110999
100826	FOURTH WARD SCHOOL MUSEUM	07/28/2023	Regular	0.00	468.00	111000
103470	GREAT BASIN TERMITE & PEST CON	07/28/2023	Regular	0.00	135.00	111001
405784	LAKOTA HRM, LLC	07/28/2023	Regular	0.00	5,025.00	111002
102983	USABBLUEBOOK	07/28/2023	Regular	0.00	883.51	111003
406931	HONEA, GERALDINE A	07/28/2023	Regular	0.00	1,062.48	111004
405360	HUNTINGTON, ELIZABETH L.	07/28/2023	Regular	0.00	144.00	111005
406603	HUSTLER HYDRAULICS LLC	07/28/2023	Regular	0.00	1,683.63	111006
406707	AT&T ILLINOIS, AT&T WHOLESALE	07/28/2023	Regular	0.00	165.20	111007
406933	TRAILERS PLUS	07/28/2023	Regular	0.00	12,675.66	111008
100978	INTERSTATE OIL CO	07/28/2023	Regular	0.00	5,200.36	111009
405726	IT1 CONSULTING, LLC	07/28/2023	Regular	0.00	4,136.26	111010
403834	IT1 SOURCE LLC	07/28/2023	Regular	0.00	22,763.82	111011

Check Register

Packet: APPKT05605-2023-07-28 AP Payments kc

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
103317	SILVER STATE INTERNATIONAL TRUCK	07/28/2023	Regular	0.00	346.26	111012
406617	JOHN H BURROWS INC	07/28/2023	Regular	0.00	620.58	111013
405263	KANSAS CITY LIFE INS CO	07/28/2023	Regular	0.00	29.61	111014
101040	L N CURTIS & SONS	07/28/2023	Regular	0.00	7,370.75	111015
406569	L/P INSURANCE SERVICES LLC	07/28/2023	Regular	0.00	50.00	111016
101030	LIFE-ASSIST INC	07/28/2023	Regular	0.00	2,886.79	111017
404102	LIQUID BLUE EVENTS LLC	07/28/2023	Regular	0.00	206,600.00	111018
404102	LIQUID BLUE EVENTS LLC	07/28/2023	Regular	0.00	12,000.00	111019
404363	MA LABS INC	07/28/2023	Regular	0.00	1,826.29	111020
404786	THE ROASTING HOUSE LLC	07/28/2023	Regular	0.00	3,864.00	111021
405307	THE TOMBSTONE COWBOYS/HELLD	07/28/2023	Regular	0.00	3,148.00	111022
102857	MICHAEL HOHL MOTOR CO	07/28/2023	Regular	0.00	247,049.81	111023
403629	MIGAN, TAMARA	07/28/2023	Regular	0.00	112.92	111024
403347	NEV DEPT BUSINESS & INDUS	07/28/2023	Regular	0.00	132.00	111025
101026	NEV LEGISLATIVE COUNSEL	07/28/2023	Regular	0.00	616.74	111026
101241	NEV PUBLIC AGENCY INSURANCE PC	07/28/2023	Regular	0.00	1,249.72	111027
103404	NORTHERN NEVADA DEVELOPEMEN	07/28/2023	Regular	0.00	5,000.00	111028
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/28/2023	Regular	0.00	5,274.09	111029
102295	NTU TECHNOLOGIES INC	07/28/2023	Regular	0.00	4,408.00	111030
406929	NUMBER 1 CARSON TRAILER LLC	07/28/2023	Regular	0.00	8,808.25	111031
402926	OFFSITE DATA DEPOT, LLC	07/28/2023	Regular	0.00	330.64	111032
406628	OLIVER PACKAGING & EQUIPMENT	07/28/2023	Regular	0.00	3,789.00	111033
404118	OPTUMINSIGHT INC	07/28/2023	Regular	0.00	363.75	111034
405127	O'REILLY AUTO PARTS	07/28/2023	Regular	0.00	3,049.22	111035
403104	OVERHEAD DOOR CO OF NV RENO I	07/28/2023	Regular	0.00	1,835.00	111036
403398	OWENS EQUIPMENT SALES	07/28/2023	Regular	0.00	3,506.07	111037
406359	PACSTATES	07/28/2023	Regular	0.00	30,193.51	111038
403895	WAY IT WAS MUSEUM	07/28/2023	Regular	0.00	257.50	111039
404837	PIPER'S OPERA HOUSE	07/28/2023	Regular	0.00	25.00	111040
405952	PRE-SORT	07/28/2023	Regular	0.00	1,548.67	111041
103221	PEBP	07/28/2023	Regular	0.00	2,312.12	111042
404398	RAD STRATEGIES INC	07/28/2023	Regular	0.00	800.00	111043
404863	REFUSE, INC	07/28/2023	Regular	0.00	726.38	111044
405777	RENO BRAKE, INC	07/28/2023	Regular	0.00	281.25	111045
406655	RIDPATH PRODUCTIONS	07/28/2023	Regular	0.00	3,200.00	111046
200395	SAINT MARYS ARTCENTER INC	07/28/2023	Regular	0.00	25.00	111047
101568	SANI-HUT COMPANY INC	07/28/2023	Regular	0.00	2,695.00	111048
406536	SAPIENCE PRACTICE	07/28/2023	Regular	0.00	2,500.00	111049
103241	SBC GLOBAL SERVICES IN LD	07/28/2023	Regular	0.00	64.83	111050
406778	SILVER STATE ANALYTICAL LABORAT	07/28/2023	Regular	0.00	168.00	111051
406367	SHEPHERD SCOTT F.	07/28/2023	Regular	0.00	650.00	111052
405081	SHERMARK DISTRIBUTORS INC	07/28/2023	Regular	0.00	1,494.36	111053
404187	SHOAF, BRIAN ALLEN	07/28/2023	Regular	0.00	265.50	111054
101630	NV ENERGY	07/28/2023	Regular	0.00	22,537.85	111055
	Void	07/28/2023	Regular	0.00	0.00	111056
403957	SILVERLAND USA INC	07/28/2023	Regular	0.00	1,000.00	111057
403384	SMITHS FOOD & DRUG CENTER	07/28/2023	Regular	0.00	4,197.88	111058
403234	TAHOE SUPPLY COMPANY LLC	07/28/2023	Regular	0.00	163.26	111059
405695	STANDLEY, BRUCE	07/28/2023	Regular	0.00	66.40	111060
405475	STAPLES BUSINESS ADVANTAGE	07/28/2023	Regular	0.00	344.16	111061
101229	STATE OF NEVADA	07/28/2023	Regular	0.00	1,363.72	111062
101335	STATE OF NEVADA, DEPT OF TAXAT	07/28/2023	Regular	0.00	184.10	111063
404447	STEWART TITLE COMPANY	07/28/2023	Regular	0.00	500.00	111064
406494	ROY C STRALLA ATTORNEY AT LAW	07/28/2023	Regular	0.00	3,375.00	111065
403892	PONDEROSA MINE TOURS	07/28/2023	Regular	0.00	2,787.00	111066
406676	SWITCH	07/28/2023	Regular	0.00	811,512.43	111067
405114	TAX MANAGEMENT ASSOCIATES IN	07/28/2023	Regular	0.00	6,950.00	111068
405124	CHOLLAR MINE 1859 LLC	07/28/2023	Regular	0.00	1,240.50	111069
404752	TESLA INC	07/28/2023	Regular	0.00	193,425.02	111070
405185	THATCHER COMPANY OF NEVADA, I	07/28/2023	Regular	0.00	3,647.11	111071
405212	PAPE' MACHINERY INC	07/28/2023	Regular	0.00	861.72	111072

Check Register

Packet: APPKT05605-2023-07-28 AP Paymen

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
406738	UBEO BUSINESS SERVICES	07/28/2023	Regular	0.00	1,048.50	111073
103487	UNDERGROUND SERVICE ALERT	07/28/2023	Regular	0.00	300.00	111074
403728	UNITED SITE SERVICES OF NEVADA,	07/28/2023	Regular	0.00	827.32	111075
406623	US FOODS INC	07/28/2023	Regular	0.00	7,106.40	111076
404486	USA CASH SERVICES MGT INC	07/28/2023	Regular	0.00	59.72	111077
404828	V & T ROCK, INC	07/28/2023	Regular	0.00	628.24	111078
406926	VANDOREN, KERI	07/28/2023	Regular	0.00	100.00	111079
406862	VARGAS, PASQUAL M	07/28/2023	Regular	0.00	265.95	111080
405735	VC TOURS LLC	07/28/2023	Regular	0.00	336.00	111081
403983	VCTC	07/28/2023	Regular	0.00	100.00	111082
403268	CELLCO PARTNERSHIP	07/28/2023	Regular	0.00	2,169.84	111083
405282	VFW Post #8071	07/28/2023	Regular	0.00	2,500.00	111084
403894	VIRGINIA & TRUCKEE RR CO, INC.	07/28/2023	Regular	0.00	3,153.00	111085
101809	WEDCO INC	07/28/2023	Regular	0.00	88.58	111086
101920	WESTERN NEVADA SUPPLY CO	07/28/2023	Regular	0.00	172.47	111087
405568	ANTHONEY J. WREN AND ASSOCIA	07/28/2023	Regular	0.00	3,500.00	111088
405184	UNIFORMS2YOU / RENO UNIFORMS	07/28/2023	Regular	0.00	2,260.33	111089
404295	WELLS ONE COMMERCIAL CARD	07/28/2023	Bank Draft	0.00	44,109.10	DFT00015

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	244	130	0.00	1,873,756.72 AD
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	43	1	0.00	44,109.10
EFT's	1	1	0.00	1,895.00
	288	133	0.00	1,919,760.82

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

Kyal 20230727
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Denise MRC 7.27.23
Comptroller Date

William Dube 7-27-23
Treasurer Date

8/1/23

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	1,919,760.82
			<u>1,919,760.82</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/17/2023-7/30/2023

Packet: PRPKT01813 - 2023-08-04 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	9	12,602.01 <i>10</i>
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	210	431,769.10 <i>08</i>
Total	219	444,371.11

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

Luigi Sini
Processed & Submitted to Treasurer by Comptroller Admin 8/2/23
Date

Approved By: *[Signature]* 8-3-23
Date

Comptroller *[Signature]* 8-3-23
Date

Treasurer *[Signature]* 8/4/23



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 08/04/2023 - 08/04/2023

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														
INV0017925	Medicare	Medicare	0.00	8/4/2023	001-29503-000	DFT0001519	8/4/2023	Medicare	72,569.57	0.00	0.00	0.00	72,569.57	72,569.57
									15,156.08	0.00	0.00	0.00	15,156.08	15,156.08
									15,156.08					
INV0017926	Social Security	Social Security	0.00	8/4/2023	001-29505-000	DFT0001520	8/4/2023	Social Security	2,508.40	0.00	0.00	0.00	2,508.40	2,508.40
									2,508.40					
INV0017927	Federal Income Tax w/h	Federal Income Tax w/held	0.00	8/4/2023	001-29501-000	DFT0001521	8/4/2023	Federal w/holding	54,905.09	0.00	0.00	0.00	54,905.09	54,905.09
									54,905.09					
Vendors: (1)									72,569.57	0.00	0.00	0.00	72,569.57	72,569.57
Total 01 - Storey County Vendors:									72,569.57	0.00	0.00	0.00	72,569.57	72,569.57
Vendors: (1)									72,569.57	0.00	0.00	0.00	72,569.57	72,569.57
Report Total:									72,569.57	0.00	0.00	0.00	72,569.57	72,569.57

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

Processed & Submitted to Treasurer by Comptroller Admin 20230803 Date

Approved By:

Comptroller 8-3-23 Date
Treasurer 8/4/23 Date



STOREY COUNTY

Check Register

Packet: APPKT05618 - 2023-08-04 PERS 715 cw

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 BO	08/04/2023	EFT	0.00	72,086.30	10437

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	72,086.30
	2	1	0.00	72,086.30

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 08/04/2023 - 08/04/2023

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													
INV0017903	HSA Contributions			8/4/2023	DFT0001516	8/4/2023	14,433.99	0.00	0.00	0.00	0.00	14,433.99	14,433.99
HSA Contributions	0.00	11,448.99	8/4/2023	001-29506-000	Insurances	11,448.99	0.00	0.00	0.00	0.00	0.00	11,448.99	11,448.99
				020-29506-000	Rds-Ins	10,173.57							
				090-29506-000	Wtr-Ins	483.40							
				130-29506-000	Swr-Ins	251.02							
				230-29506-000	VCTC-Ins	241.00							
INV0017904	HSA Contributions	0.00	2,825.00	8/4/2023	231-29506-000	Pipers-Ins	210.00						
					DFT0001517	8/4/2023	90.00						
HSA Contributions	0.00	2,825.00	8/4/2023	250-29506-000	Fire-Ins	2,825.00	0.00	0.00	0.00	0.00	2,825.00	2,825.00	
				270-29506-000	FireMutual-Ins	2,499.27							
				290-29506-000	Fire-Ins	75.73							
INV0017905	HSA Contributions	0.00	160.00	8/4/2023	DFT0001518	8/4/2023	250.00						
					001-29506-000	Insurances	160.00	0.00	0.00	0.00	0.00	160.00	160.00
Vendors: (1)								14,433.99	0.00	0.00	0.00	14,433.99	14,433.99
Total 01 - Storey County Vendors:								14,433.99	0.00	0.00	0.00	14,433.99	14,433.99
Vendors: (1)								14,433.99	0.00	0.00	0.00	14,433.99	14,433.99
Report Total:								14,433.99	0.00	0.00	0.00	14,433.99	14,433.99

County Commissioners approval is reported in the

Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin 20230803 Date

Approved By:

CME 8-3-23 Date

Comptroller

Matt 8/7/23 Date

Treasurer



STOREY COUNTY

Check Register

Packet: APPKT05617 - 2023-08-04 PR AP cw

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 BO	08/04/2023	EFT	0.00	114,747.00	10435
404639	VOYA INSTITUTIONAL TRUST COMP	08/04/2023	EFT	0.00	8,545.48	10436
300003	AFLAC	08/04/2023	Regular	0.00	1,207.09	111091
300008	AFSCME LOCAL4041	08/04/2023	Regular	0.00	462.82	111092
405610	CALIFORNIA STATE DISBURSEMENT	08/04/2023	Regular	0.00	395.50	111093
405519	CIGNA HEALTH & LIFE INSURANCE C	08/04/2023	Regular	0.00	176,175.12	111094
300001	COLONIAL LIFE & ACCIDENT INS CO	08/04/2023	Regular	0.00	103.38	111095
404704	NATIONWIDE	08/04/2023	Regular	0.00	95.64	111096
405264	FIDELITY SECURITY LIFE INSURANCE	08/04/2023	Regular	0.00	1,255.36	111097
405263	KANSAS CITY LIFE INS CO	08/04/2023	Regular	0.00	848.02	111098
406598	MICHIGAN STATE DISBURSEMENT L	08/04/2023	Regular	0.00	393.79	111099
300011	NEVADA STATE TREASURER	08/04/2023	Regular	0.00	4.00	111100
406600	NORTHWEST FIRE FIGHTER BENEFIT	08/04/2023	Regular	0.00	35,618.44	111101
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	08/04/2023	Regular	0.00	388.00	111102
300010	STATE COLLECTION & DISBURSEMEI	08/04/2023	Regular	0.00	1,147.52	111103
300006	STOREY CO FIRE FIGHTERS ASSOC	08/04/2023	Regular	0.00	1,800.00	111104
300005	WASHINGTON NATIONAL INS	08/04/2023	Regular	0.00	1,417.72	111105
300002	WESTERN INSURANCE SPECIALTIES	08/04/2023	Regular	0.00	258.10	111106

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	25	16	0.00	221,570.50
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	123,292.48
	30	18	0.00	344,862.98

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

Kya 20230803
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

JMC 8-3-23
Comptroller Date

Alvin Dube 8-3-2023
Treasurer Date
Wally 8/4/23



STOREY COUNTY

Check Register

Packet: APPKT05649 - 2023-08-11 AP Payments kc

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	08/11/2023	EFT	0.00	14,406.25	10438
404671	PORTER GROUP LLC	08/11/2023	EFT	0.00	10,000.00	10439
406785	SPARKS BLACK RIFLE	08/11/2023	Regular	0.00	4,106.92	111107
403795	ALPINE LOCK INC	08/11/2023	Regular	0.00	440.95	111108
100135	ALSCO INC	08/11/2023	Regular	0.00	209.34	111109
406619	AMAZON BUSINESS	08/11/2023	Regular	0.00	220.00	111110
403651	ARC HEALTH AND WELLNESS	08/11/2023	Regular	0.00	1,384.00	111111
100073	AUTO & TRUCK ELECTRIC,INC	08/11/2023	Regular	0.00	2,501.00	111112
406943	HW HUNTER RAM	08/11/2023	Regular	0.00	72,060.00	111113
405275	BELFORE USA	08/11/2023	Regular	0.00	5,000.00	111114
405077	MACKAY MANSION	08/11/2023	Regular	0.00	891.00	111115
403671	WASHOE CLUB MUSEUM	08/11/2023	Regular	0.00	1,157.75	111116
99763	CANYON GENERAL IMPROVEMENT I	08/11/2023	Regular	0.00	1,183.50	111117
100475	CAPITAL CITY AUTO PARTS	08/11/2023	Regular	0.00	133.54	111118
100792	CAPITAL FORD INC	08/11/2023	Regular	0.00	54.63	111119
404500	CARSON DODGE CHRYSLER INC	08/11/2023	Regular	0.00	1,164.00	111120
405831	CARSON NOW LLC	08/11/2023	Regular	0.00	200.00	111121
404216	CARSON VALLEY OIL CO	08/11/2023	Regular	0.00	7,867.67	111122
99720	CASELLE INC	08/11/2023	Regular	0.00	278.00	111123
403775	CHARM-TEX	08/11/2023	Regular	0.00	617.40	111124
406950	CHIN, GEOFF	08/11/2023	Regular	0.00	159.65	111125
406939	CHOICE PLUS/UNITED HEALTHCARE	08/11/2023	Regular	0.00	814.15	111126
100639	CMI INC	08/11/2023	Regular	0.00	404.62	111127
404833	COMSTOCK FOUNDATION FOR HIST	08/11/2023	Regular	0.00	378.00	111128
403887	COMSTOCK GOLD MILL LLC	08/11/2023	Regular	0.00	76.50	111129
406602	CORWIN BUICK GMC RENO	08/11/2023	Regular	0.00	44,478.25	111130
103220	ON THE SIDE GRAPHICS & SIGNS	08/11/2023	Regular	0.00	572.53	111131
404466	FIRST CHOICE COFFEE SRV	08/11/2023	Regular	0.00	430.35	111132
404507	DOUGLAS COUNTY & UNICORP	08/11/2023	Regular	0.00	2,500.00	111133
406831	DREILING, DEREK CHARLES	08/11/2023	Regular	0.00	450.00	111134
406836	DUNSEATH KEY CO. INC.	08/11/2023	Regular	0.00	195.00	111135
404547	FACTORY MOTOR PARTS	08/11/2023	Regular	0.00	209.54	111136
406935	ENVIRONMENTAL AIR SYSTEMS	08/11/2023	Regular	0.00	82.50	111137
404509	FASTENAL COMPANY	08/11/2023	Regular	0.00	1,886.87	111138
404117	FLEET HEATING & AIR INC	08/11/2023	Regular	0.00	236.00	111139
405969	FLEETPRIDE, INC	08/11/2023	Regular	0.00	1,249.67	111140
406951	FLOCK SAFETY	08/11/2023	Regular	0.00	21,750.00	111141
100826	FOURTH WARD SCHOOL MUSEUM	08/11/2023	Regular	0.00	247.50	111142
406948	FOZARD, ROBERT	08/11/2023	Regular	0.00	552.64	111143
100856	GRANITE CONSTRUCTION COMPAN'	08/11/2023	Regular	0.00	4,138.01	111144
103470	GREAT BASIN TERMITE & PEST CON	08/11/2023	Regular	0.00	485.00	111145
404394	GTP ACQUISITIONS PARTNERS, LLC	08/11/2023	Regular	0.00	1,235.35	111146
406918	HATCHER, RAGAN	08/11/2023	Regular	0.00	342.36	111147
100978	INTERSTATE OIL CO	08/11/2023	Regular	0.00	5,770.15	111148
100885	IRON MOUNTAIN	08/11/2023	Regular	0.00	1,036.25	111149
403834	IT1 SOURCE LLC	08/11/2023	Regular	0.00	4,946.52	111150
403613	JNA CONSULTING GROUP LLC	08/11/2023	Regular	0.00	2,000.00	111151
406617	JOHN H BURROWS INC	08/11/2023	Regular	0.00	586.55	111152
406645	JOHN'S SPRING AND SUSPENSION LI	08/11/2023	Regular	0.00	3,095.61	111153
406949	JORGES, EVA	08/11/2023	Regular	0.00	49.72	111154
101040	L N CURTIS & SONS	08/11/2023	Regular	0.00	17,759.70	111155
406797	BATTLE BORN EMERGENCY TECH	08/11/2023	Regular	0.00	3,075.00	111156
101030	LIFE-ASSIST INC	08/11/2023	Regular	0.00	2,515.10	111157
404102	LIQUID BLUE EVENTS LLC	08/11/2023	Regular	0.00	2,400.00	111158

Check Register

Packet: APPKT05649-2023-08-11 AP Payments kc

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405548	LUMOS & ASSOCIATES, INC	08/11/2023	Regular	0.00	16,985.00	111159
102751	LYON CO COMPTROLLER	08/11/2023	Regular	0.00	5,314.50	111160
404363	MA LABS INC	08/11/2023	Regular	0.00	480.57	111161
405307	THE TOMBSTONE COWBOYS/HELLD	08/11/2023	Regular	0.00	3,379.00	111162
102857	MICHAEL HOHL MOTOR CO	08/11/2023	Regular	0.00	24.34	111163
403629	MIGAN, TAMARA	08/11/2023	Regular	0.00	8.99	111164
404565	MOUNTAIN DENTAL	08/11/2023	Regular	0.00	506.00	111165
405498	NATIONAL ELEVATOR INSPECTION S	08/11/2023	Regular	0.00	454.90	111166
101226	NEV COMPTROLLER	08/11/2023	Regular	0.00	11,007.00	111167
101226	NEV COMPTROLLER	08/11/2023	Regular	0.00	4,063.00	111168
101265	NEV EMPLOYMENT SECURITY	08/11/2023	Regular	0.00	1,005.88	111169
404940	NEV HUMAN RESOURCES, LV	08/11/2023	Regular	0.00	2,665.00	111170
101026	NEV LEGISLATIVE COUNSEL	08/11/2023	Regular	0.00	125.00	111171
403632	NEVADA BLUE LTD (RNO)	08/11/2023	Regular	0.00	100.00	111172
99806	CONCENTRA MED CNTR/ADV SPCLS	08/11/2023	Regular	0.00	88.00	111173
406628	OLIVER PACKAGING & EQUIPMENT	08/11/2023	Regular	0.00	4,127.40	111174
406417	OOSOSHARP, LLC	08/11/2023	Regular	0.00	1,325.30	111175
405127	O'REILLY AUTO PARTS	08/11/2023	Regular	0.00	1,848.89	111176
403398	OWENS EQUIPMENT SALES	08/11/2023	Regular	0.00	154.00	111177
403895	WAY IT WAS MUSEUM	08/11/2023	Regular	0.00	284.00	111178
404837	PIPER'S OPERA HOUSE	08/11/2023	Regular	0.00	145.00	111179
403329	PROTECTION DEVICES INC	08/11/2023	Regular	0.00	3,125.95	111180
404398	RAD STRATEGIES INC	08/11/2023	Regular	0.00	5,200.00	111181
406917	RODRIGUEZ, HANNAH	08/11/2023	Regular	0.00	43.13	111182
200395	SAINT MARYS ARTCENTER INC	08/11/2023	Regular	0.00	47.00	111183
101568	SANI-HUT COMPANY INC	08/11/2023	Regular	0.00	840.00	111184
406940	SCHAAL, KEITH	08/11/2023	Regular	0.00	100.00	111185
406940	SCHAAL, KEITH	08/11/2023	Regular	0.00	100.00	111186
404944	SCHADECK, MALEA	08/11/2023	Regular	0.00	100.00	111187
404675	SUPERIOR POOL PRODUCTS	08/11/2023	Regular	0.00	790.39	111188
406778	SILVER STATE ANALYTICAL LABORA	08/11/2023	Regular	0.00	1,720.00	111189
406367	SHEPHERD SCOTT F.	08/11/2023	Regular	0.00	500.00	111190
405081	SHERMARK DISTRIBUTORS INC	08/11/2023	Regular	0.00	850.62	111191
404187	SAWDUST TRAILS	08/11/2023	Regular	0.00	148.00	111192
102980	SIERRA FIRE PROTECTION LL	08/11/2023	Regular	0.00	1,423.00	111193
101630	NV ENERGY	08/11/2023	Regular	0.00	433.07	111194
101630	NV ENERGY	08/11/2023	Regular	0.00	356.67	111195
101630	NV ENERGY	08/11/2023	Regular	0.00	15,646.00	111196
101630	NV ENERGY	08/11/2023	Regular	0.00	276.18	111197
406945	SILVER STATE JANITORIAL SERVICES	08/11/2023	Regular	0.00	120.00	111198
101658	SPB UTILITY SERVICES INC	08/11/2023	Regular	0.00	4,496.00	111199
101715	ST CO PUBLIC WORKS	08/11/2023	Regular	0.00	613.59	111200
101745	ST CO WATER SYSTEM	08/11/2023	Regular	0.00	7,732.42	111201
405475	STAPLES BUSINESS ADVANTAGE	08/11/2023	Regular	0.00	769.56	111202
101229	STATE OF NEVADA	08/11/2023	Regular	0.00	3,086.00	111203
404028	STATE OF NEVADA-RURAL REGIONA	08/11/2023	Regular	0.00	266.00	111204
403892	PONDEROSA MINE TOURS	08/11/2023	Regular	0.00	2,653.00	111205
103089	SUN RIDGE SYSTEMS INC	08/11/2023	Regular	0.00	14,794.00	111206
405124	CHOLLAR MINE 1859 LLC	08/11/2023	Regular	0.00	1,209.00	111207
405185	THATCHER COMPANY OF NEVADA, I	08/11/2023	Regular	0.00	1,198.49	111208
403225	TRI GENERAL IMPROVEMENT	08/11/2023	Regular	0.00	2,188.88	111209
406738	UBEO BUSINESS SERVICES	08/11/2023	Regular	0.00	41.00	111210
102962	UNIFORMITY	08/11/2023	Regular	0.00	2,681.86	111211
406623	US FOODS INC	08/11/2023	Regular	0.00	6,107.56	111212
101845	US POSTOFFICE (VC)	08/11/2023	Regular	0.00	300.00	111213
404828	V & T ROCK, INC	08/11/2023	Regular	0.00	1,733.98	111214
405735	VC TOURS LLC	08/11/2023	Regular	0.00	576.00	111215
403983	VCTC	08/11/2023	Regular	0.00	50.00	111216
403894	VIRGINIA & TRUCKEE RR CO, INC.	08/11/2023	Regular	0.00	3,809.00	111217
103080	WATERS VACUUM TRUCK SERVICE	08/11/2023	Regular	0.00	250.00	111218
406938	WELLS, KAREN	08/11/2023	Regular	0.00	1,675.68	111219

Check Register

Packet: APPKT05649-2023-08-11 AP Payments kc

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101920	WESTERN NEVADA SUPPLY CO	08/11/2023	Regular	0.00	369.84	111220
404834	WESTERN SUPPLY INC	08/11/2023	Regular	0.00	2,979.91	111221
405184	UNIFORMS2YOU / RENO UNIFORMS	08/11/2023	Regular	0.00	1,925.71	111222
404295	WELLS ONE COMMERCIAL CARD	08/11/2023	Bank Draft	0.00	35,913.00	DFT0001524

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	254	116	0.00	372,998.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	44	1	0.00	35,913.00
EFT's	3	2	0.00	24,406.25
	301	119	0.00	433,317.30

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

Kyo 20230809
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McC 8-10-23
Comptroller Date

Be 8-10-23
Treasurer Date

Deputy Treasurer, 8/11/23

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	433,317.30
			<u>433,317.30</u>



STOREY COUNTY

Check Register

Packet: APPKT05662 - 2023-08-15 Spcl Ck Req BattleBorn
Emerg Truck Upli

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406797	BATTLE BORN EMERGENCY TECH	08/15/2023	Regular	0.00	10,026.78	111223

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	10,026.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	10,026.78

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

Cory Y Wood 8/15/2023
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 8-15-23
Comptroller Date

[Signature] 8-16-23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	10,026.78
			<u>10,026.78</u>



STOREY COUNTY

Vendor History Report
By Vendor Name
Posting Date Range 08/18/2023 - 08/18/2023
Payment Date Range 08/18/2023 - 08/18/2023

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													
INV0017945	HSA Contributions	0.00	0.00	8/18/2023	DFT0001525	8/18/2023	14,421.70	0.00	0.00	0.00	0.00	14,421.70	14,421.70
					001-29506-000	Insurances	11,436.70	0.00	0.00	0.00	0.00	11,436.70	11,436.70
					020-29506-000	Rds-Ins	10,161.31						
					090-29506-000	Wtr-Ins	433.41						
					130-29506-000	Swr-Ins	266.00						
					230-29506-000	VCTC-Ins	275.98						
					231-29506-000	Pipers-Ins	210.00						
							90.00						
INV0017946	HSA Contributions			8/18/2023	DFT0001526	8/18/2023	2,825.00	0.00	0.00	0.00	0.00	2,825.00	2,825.00
		0.00	0.00		250-29506-000	Fire-Ins	2,500.33						
					270-29506-000	FireMutual-Ins	74.67						
					290-29506-000	Fire-Ins	250.00						
INV0017947	HSA Contributions			8/18/2023	DFT0001527	8/18/2023	160.00	0.00	0.00	0.00	0.00	160.00	160.00
		0.00	0.00		001-29506-000	Insurances	160.00						
Vendors: (1) Total 01 - Storey County Vendors: 14,421.70 0.00 0.00 0.00 14,421.70 14,421.70													
Vendors: (1) Report Total: 14,421.70 0.00 0.00 0.00 14,421.70 14,421.70													

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

8/16/23 Date
Processed & Submitted to Treasurer by Comptroller Admin

Approved By: 9-7-23 Date
Comptroller 8/25/23 Date
Treasurer



STOREY COUNTY

Check Register

Packet: APPKT05666 - 2023-08-18 PERS 715 Is

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	08/18/2023	EFT	0.00	70,886.38	10443

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	70,886.38
	2	1	0.00	70,886.38

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

8/17/23
Date
Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

8.17.23
Date
Comptroller

8/25/23
Date
Treasurer

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	70,886.38
			<u>70,886.38</u>



STOREY COUNTY

Vendor History Report
By Vendor Name
Posting Date Range 08/18/2023 - 08/18/2023
Payment Date Range 08/18/2023 - 08/18/2023

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														
INV0017963	Medicare	0.00	0.00	8/18/2023	001-29503-000	DFT0001528	8/18/2023	Medicare	17,857.90	0.00	0.00	0.00	17,857.90	17,857.90
INV0017964	Social Security	0.00	0.00	8/18/2023	001-29505-000	DFT0001529	8/18/2023	Social Security	2,514.40	0.00	0.00	0.00	2,514.40	2,514.40
INV0017965	Federal Income Tax w/held	0.00	0.00	8/18/2023	DFT0001530		8/18/2023	Federal w/holding	77,697.57	0.00	0.00	0.00	77,697.57	77,697.57
	Federal Income Tax w/h	0.00	0.00	77,697.57	001-29501-000				77,697.57					
Vendors: (1)									98,069.87	0.00	0.00	0.00	98,069.87	98,069.87
Total 01 - Storey County Vendors:									98,069.87	0.00	0.00	0.00	98,069.87	98,069.87
Vendors: (1)									98,069.87	0.00	0.00	0.00	98,069.87	98,069.87
Report Total:									98,069.87	0.00	0.00	0.00	98,069.87	98,069.87

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

Processed & Submitted to Treasurer by Comptroller Admin 8/16/23 Date

Approved By: _____ Date

Comptroller 8-17-23 Date

Treasurer 8/25/23 Date



STOREY COUNTY

Check Register

Packet: APPKT05665 - 2023-08-18 PR Payment Is

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	08/18/2023	EFT	0.00	116,120.42	10440
404869	SCSO EMPLOYEES ASSOCIATIO	08/18/2023	EFT	0.00	396.00	10441
404639	VOYA INSTITUTIONAL TRUST COMP.	08/18/2023	EFT	0.00	8,545.48	10442
300003	AFLAC	08/18/2023	Regular	0.00	1,207.09	111224
300008	AFSCME LOCAL4041	08/18/2023	Regular	0.00	483.11	111225
405610	CALIFORNIA STATE DISBURSEMENT	08/18/2023	Regular	0.00	395.50	111226
405519	CIGNA HEALTH & LIFE INSURANCE C	08/18/2023	Regular	0.00	4,181.51	111227
300001	COLONIAL LIFE & ACCIDENT INS CO	08/18/2023	Regular	0.00	103.38	111228
404704	NATIONWIDE	08/18/2023	Regular	0.00	95.64	111229
406598	MICHIGAN STATE DISBURSEMENT L	08/18/2023	Regular	0.00	393.79	111230
300011	NEVADA STATE TREASURER	08/18/2023	Regular	0.00	4.00	111231
406600	NORTHWEST FIRE FIGHTER BENEFIT	08/18/2023	Regular	0.00	1,920.00	111232
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	08/18/2023	Regular	0.00	388.00	111233
300010	STATE COLLECTION & DISBURSEMEI	08/18/2023	Regular	0.00	1,147.52	111234
300006	STOREY CO FIRE FIGHTERS ASSOC	08/18/2023	Regular	0.00	1,800.00	111235
300005	WASHINGTON NATIONAL INS	08/18/2023	Regular	0.00	1,417.72	111236

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	18	13	0.00	13,537.26
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	8	3	0.00	125,061.90
	26	16	0.00	138,599.16

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

Luigi Shaw 8/16/23
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McLean 8-17-23
Comptroller Date

Wally Peoria 8/25/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	138,599.16
			<u>138,599.16</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 7/31/2023-8/13/2023

Packet: PRPKT01822 - 2023-08-18 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	9	8,878.28 <i>CS</i>
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	214	508,351.22 <i>CS</i>
Total	223	517,229.50

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

Luigi Sum
Processed & Submitted to Treasurer by Comptroller Admin 8/16/23
Date

Approved By:

McBain
Comptroller 8.17.23
Date

Charles F. Smith
Treasurer 8/25/23
Date



STOREY COUNTY

Check Register

Packet: APPKT05702 - John Deere reissue with credit memo 8-25-23 LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
103032	JOHN DEERE FINANCIAL F.S.B.	08/25/2023	Regular	0.00	2,564.15	111373

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	2,564.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	2,564.15

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

Kyan 20230824
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Luz Inari for J McCain 8/24/23
Comptroller Date

[Signature] 8/24/23
Treasurer Deputy Clerk Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	2,564.15
			<u>2,564.15</u>



STOREY COUNTY

Check Register

Packet: APPKT05695 - 2023-08-25 AP Payments kc

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	08/25/2023	EFT	0.00	11,157.50	10444
406785	SPARKS BLACK RIFLE	08/25/2023	Regular	0.00	1,392.98	111237
405261	A AND H INSURANCE, INC	08/25/2023	Regular	0.00	11,261.71	111238
403470	A-1 RADIATOR REPAIR INC	08/25/2023	Regular	0.00	120.00	111239
400481	ALLISON, MACKENZIE, LTD	08/25/2023	Regular	0.00	180.00	111240
403795	ALPINE LOCK INC	08/25/2023	Regular	0.00	38.50	111241
100135	ALSCO INC	08/25/2023	Regular	0.00	160.62	111242
406619	AMAZON BUSINESS	08/25/2023	Regular	0.00	639.39	111243
404420	ARCADIA PUBLISHING INC	08/25/2023	Regular	0.00	553.46	111244
406683	SIERRA MEAT CO	08/25/2023	Regular	0.00	413.00	111245
103061	ASSESSOR'S ASSOC OF NEV	08/25/2023	Regular	0.00	295.00	111246
100073	AUTO & TRUCK ELECTRIC, INC	08/25/2023	Regular	0.00	195.00	111247
403959	BENDER, DEBORAH	08/25/2023	Regular	0.00	255.00	111248
405077	MACKAY MANSION	08/25/2023	Regular	0.00	882.00	111249
103160	BOTCHA CALOOP'S INC	08/25/2023	Regular	0.00	45.00	111250
100471	MOUNDHOUSE TRUE VALUE HARD	08/25/2023	Regular	0.00	784.88	111251
406556	BRIAN BROWN MEDIATION, LTD	08/25/2023	Regular	0.00	2,610.00	111252
403671	WASHOE CLUB MUSEUM	08/25/2023	Regular	0.00	1,113.00	111253
100475	CAPITAL CITY AUTO PARTS	08/25/2023	Regular	0.00	49.08	111254
100792	CAPITAL FORD INC	08/25/2023	Regular	0.00	270.77	111255
100486	CAPITOL REPORTERS	08/25/2023	Regular	0.00	446.05	111256
404216	CARSON VALLEY OIL CO	08/25/2023	Regular	0.00	4,690.34	111257
404143	CERTIFIED FOLDER DISPLAY	08/25/2023	Regular	0.00	6,877.96	111258
403775	CHARM-TEX	08/25/2023	Regular	0.00	3,087.80	111259
405519	CIGNA HEALTH & LIFE INSURANCE C	08/25/2023	Regular	0.00	21,220.72	111260
100505	CITY OF CARSON TREASURER	08/25/2023	Regular	0.00	30.00	111261
405134	CMC TIRE INC	08/25/2023	Regular	0.00	6,948.76	111262
404868	PRECISION DOCUMENT IMAGING	08/25/2023	Regular	0.00	1,990.00	111263
404833	COMSTOCK FOUNDATION FOR HIST	08/25/2023	Regular	0.00	426.00	111264
403887	COMSTOCK GOLD MILL LLC	08/25/2023	Regular	0.00	160.00	111265
403677	CORLEGIC TAX SERV LLC	08/25/2023	Regular	0.00	1,159.84	111266
103220	ON THE SIDE GRAPHICS & SIGNS	08/25/2023	Regular	0.00	275.00	111267
406928	CRESCO RESCO	08/25/2023	Regular	0.00	47,001.00	111268
404466	FIRST CHOICE COFFEE SRV	08/25/2023	Regular	0.00	29.95	111269
406010	DEITZ MEDIA & MARKETING, LLC	08/25/2023	Regular	0.00	22,154.47	111270
100717	DELTA FIRE SYSTEMS INC	08/25/2023	Regular	0.00	300.00	111271
406163	DIVIDE GRAPHICS	08/25/2023	Regular	0.00	150.00	111272
406836	DUNSEATH KEY CO. INC.	08/25/2023	Regular	0.00	201.99	111273
404509	FASTENAL COMPANY	08/25/2023	Regular	0.00	972.57	111274
404757	FCC COMMUNICATIONS, LLC	08/25/2023	Regular	0.00	392.00	111275
405264	FIDELITY SECURITY LIFE INSURANCE	08/25/2023	Regular	0.00	222.85	111276
102575	NAPA AUTO AND TRUCK PARTS	08/25/2023	Regular	0.00	63.98	111277
404117	FLEET HEATING & AIR INC	08/25/2023	Regular	0.00	625.00	111278
405969	FLEETPRIDE, INC	08/25/2023	Regular	0.00	160.00	111279
406817	FOLEY, HELEN A	08/25/2023	Regular	0.00	4,000.00	111280
100826	FOURTH WARD SCHOOL MUSEUM	08/25/2023	Regular	0.00	450.00	111281
404640	GLADDING, EDWARD A.	08/25/2023	Regular	0.00	1,080.00	111282
103470	GREAT BASIN TERMITE & PEST CON	08/25/2023	Regular	0.00	150.00	111283
405784	LAKOTA HRM, LLC	08/25/2023	Regular	0.00	2,475.00	111284
406603	HUSTLER HYDRAULICS LLC	08/25/2023	Regular	0.00	122.79	111285
100978	INTERSTATE OIL CO	08/25/2023	Regular	0.00	2,877.18	111286
405726	IT1 CONSULTING, LLC	08/25/2023	Regular	0.00	4,500.05	111287
403834	IT1 SOURCE LLC	08/25/2023	Regular	0.00	11,978.44	111288
405757	J. GREG SMITH INC.	08/25/2023	Regular	0.00	750.00	111289

Check Register

Packet: APPKT05695-2023-08-25 AP Payments kc

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
103317	SILVER STATE INTERNATIONAL TRUCK	08/25/2023	Regular	0.00	320.44	111290
403269	JET PLUMBING & DRAIN SERVICES	08/25/2023	Regular	0.00	125.00	111291
403613	JNA CONSULTING GROUP LLC	08/25/2023	Regular	0.00	1,487.50	111292
406428	J W WELDING SUPPLIES & TOOLS	08/25/2023	Regular	0.00	265.75	111293
103032	JOHN DEERE FINANCIAL POWERPLA	08/25/2023	Regular	0.00	3,021.10	111294
406617	JOHN H BURROWS INC	08/25/2023	Regular	0.00	581.55	111295
405263	KANSAS CITY LIFE INS CO	08/25/2023	Regular	0.00	27.96	111296
101040	L N CURTIS & SONS	08/25/2023	Regular	0.00	668.00	111297
101030	LIFE-ASSIST INC	08/25/2023	Regular	0.00	928.08	111298
405048	LINDSEY FAMILY INVESTEMENTS, LL	08/25/2023	Regular	0.00	169.55	111299
405548	LUMOS & ASSOCIATES, INC	08/25/2023	Regular	0.00	1,945.00	111300
102751	LYON CO COMPTROLLER	08/25/2023	Regular	0.00	3,000.00	111301
406639	NV DISTRIBUTORS, LLC	08/25/2023	Regular	0.00	3,136.00	111302
405307	THE TOMBSTONE COWBOYS/HELLD	08/25/2023	Regular	0.00	3,342.00	111303
102857	MICHAEL HOHL MOTOR CO	08/25/2023	Regular	0.00	49.70	111304
403731	NEV DEPT OF PUBLIC SAFETY	08/25/2023	Regular	0.00	4,244.62	111305
403317	NEV DEPT PUBLIC SAFETY	08/25/2023	Regular	0.00	2,535.75	111306
101225	NEV DIV OF FORESTRY	08/25/2023	Regular	0.00	10,379.00	111307
102309	NEV RURAL WATER ASSOC	08/25/2023	Regular	0.00	390.00	111308
103075	NEV SECRETARY OF STATE	08/25/2023	Regular	0.00	35.00	111309
406706	AT&T NEVADA	08/25/2023	Regular	0.00	60.40	111310
101269	NEVADA LEGAL SERVICE INC	08/25/2023	Regular	0.00	694.00	111311
406600	NORTHWEST FIRE FIGHTER BENEFIT	08/25/2023	Regular	0.00	5,274.09	111312
404163	SILVER STATE BARRICADE & SIGN	08/25/2023	Regular	0.00	863.98	111313
99806	CONCENTRA MED CNTR/ADV SPCLS	08/25/2023	Regular	0.00	93.00	111314
402926	OFFSITE DATA DEPOT, LLC	08/25/2023	Regular	0.00	333.39	111315
404118	OPTUMINSIGHT INC	08/25/2023	Regular	0.00	356.25	111316
405127	O'REILLY AUTO PARTS	08/25/2023	Regular	0.00	969.83	111317
404870	LAW OFFICE OF JOAN OSBORNE	08/25/2023	Regular	0.00	9,880.00	111318
404556	OUTFRONT MEDIA LLC	08/25/2023	Regular	0.00	1,436.00	111319
404983	MOUNTAIN UNIFORMS	08/25/2023	Regular	0.00	351.00	111320
403895	WAY IT WAS MUSEUM	08/25/2023	Regular	0.00	225.00	111321
403791	PICTOMETRY INTERNATIONAL CORP	08/25/2023	Regular	0.00	28,061.00	111322
404837	PIPER'S OPERA HOUSE	08/25/2023	Regular	0.00	148.00	111323
101435	PITNEY BOWES GLOBAL FINANCIAL	08/25/2023	Regular	0.00	1,065.81	111324
403329	PROTECTION DEVICES INC	08/25/2023	Regular	0.00	183.00	111325
103221	PEBP	08/25/2023	Regular	0.00	2,312.12	111326
404398	RAD STRATEGIES INC	08/25/2023	Regular	0.00	2,500.00	111327
101520	RENO PAINT MART	08/25/2023	Regular	0.00	933.76	111328
405459	LINDA RITTER CONSULTING	08/25/2023	Regular	0.00	1,745.00	111329
103241	SBC GLOBAL SERVICES IN LD	08/25/2023	Regular	0.00	66.83	111330
404675	SUPERIOR POOL PRODUCTS	08/25/2023	Regular	0.00	61.12	111331
406778	SILVER STATE ANALYTICAL LABORAT	08/25/2023	Regular	0.00	2,006.00	111332
406778	SILVER STATE ANALYTICAL LABORAT	08/25/2023	Regular	0.00	12,044.00	111333
	Void	08/25/2023	Regular	0.00	0.00	111334
	Void	08/25/2023	Regular	0.00	0.00	111335
405081	SHERMARK DISTRIBUTORS INC	08/25/2023	Regular	0.00	1,283.33	111336
404187	SAWDUST TRAILS	08/25/2023	Regular	0.00	120.50	111337
102980	SIERRA FIRE PROTECTION LL	08/25/2023	Regular	0.00	578.40	111338
101632	SIERRA PEST CONTROL INC	08/25/2023	Regular	0.00	55.00	111339
404963	SMITH, KEVIN M	08/25/2023	Regular	0.00	188.38	111340
403384	SMITHS FOOD & DRUG CENTER	08/25/2023	Regular	0.00	335.31	111341
403234	TAHOE SUPPLY COMPANY LLC	08/25/2023	Regular	0.00	255.73	111342
101717	ST CO SCHOOL DISTRICT	08/25/2023	Regular	0.00	154,134.37	111343
101745	ST CO WATER SYSTEM	08/25/2023	Regular	0.00	613.59	111344
405475	STAPLES BUSINESS ADVANTAGE	08/25/2023	Regular	0.00	430.45	111345
101229	STATE OF NEVADA	08/25/2023	Regular	0.00	791,337.53	111346
403892	PONDEROSA MINE TOURS	08/25/2023	Regular	0.00	3,128.50	111347
406676	SWITCH	08/25/2023	Regular	0.00	2,620.99	111348
405124	CHOLLAR MINE 1859 LLC	08/25/2023	Regular	0.00	748.50	111349
405185	THATCHER COMPANY OF NEVADA, I	08/25/2023	Regular	0.00	1,591.81	111350

Check Register

Packet: APPKT05695-2023-08-25 AP Payments kc

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404615	THE ANTOS AGENCY	08/25/2023	Regular	0.00	2,575.00	111351
405997	THE DIVIDE LLC	08/25/2023	Regular	0.00	100.00	111352
405010	TIMELY TESTING LTD	08/25/2023	Regular	0.00	375.00	111353
402935	PURE WATER SYSTEMS OF NEVADA	08/25/2023	Regular	0.00	49.95	111354
405112	TYLER TECHNOLOGIES, INC	08/25/2023	Regular	0.00	45,953.00	111355
406738	UBEO BUSINESS SERVICES	08/25/2023	Regular	0.00	1,179.98	111356
102962	UNIFORMITY	08/25/2023	Regular	0.00	1,701.36	111357
403728	UNITED SITE SERVICES OF NEVADA,	08/25/2023	Regular	0.00	180.00	111358
404522	UNIVERSITY OF CHICAGO PRESS	08/25/2023	Regular	0.00	591.25	111359
406623	US FOODS INC	08/25/2023	Regular	0.00	12,198.25	111360
404828	V & T ROCK, INC	08/25/2023	Regular	0.00	6,025.42	111361
403983	VCTC	08/25/2023	Regular	0.00	20.00	111362
403983	VCTC	08/25/2023	Regular	0.00	100.00	111363
403268	CELLCO PARTNERSHIP	08/25/2023	Regular	0.00	1,405.30	111364
403894	VIRGINIA & TRUCKEE RR CO, INC.	08/25/2023	Regular	0.00	3,954.00	111365
402820	WALKER & ASSOCIATES, INC.	08/25/2023	Regular	0.00	4,000.00	111366
101890	WASHOE COUNTY	08/25/2023	Regular	0.00	645.00	111367
405574	WASHOE COUNTY FORENSIC SCIENC	08/25/2023	Regular	0.00	755.18	111368
101920	WESTERN NEVADA SUPPLY CO	08/25/2023	Regular	0.00	178.16	111369
404834	WESTERN SUPPLY INC	08/25/2023	Regular	0.00	245.38	111370
405794	WHARTON CONCRETE FORMING SU	08/25/2023	Regular	0.00	17,071.25	111371
405184	UNIFORMS2YOU / RENO UNIFORMS	08/25/2023	Regular	0.00	2,521.03	111372
404295	WELLS ONE COMMERCIAL CARD	08/24/2023	Bank Draft	0.00	40,352.31	DFT0001531

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	320	134	0.00	1,336,791.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	39	1	0.00	40,352.31
EFT's	1	1	0.00	11,157.50
	360	138	0.00	1,388,301.42

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

Kyle O 20230824
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Lisa S. Smith for J. McCain 8/24/24
Comptroller Date
Water 8/28/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	8/2023	1,388,301.42
			<u>1,388,301.42</u>



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration of approval of Resolution No. 23-706 recognizing and commending Storey County employees who have 10 to 15 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 23-706 recognizing and commending Storey County employees who have 10-15 years of service to the county.
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** The proposed resolution recognizes and commends Storey County employees who have 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:** 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. 23-706

**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 19th day of September 2023.

PASSED and ADOPTED the 19th day of September, 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:

John Miller
Michael Simons



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 9/19/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Reconveyance (File no. 2023-036) of ownership of approximately 879 linear feet of undeveloped Electric Avenue right-of-way located north of Milan Drive on the west side of the Electric Avenue, adjacent to APN 005-111-71, and encompasses approximately 39,027 square feet in area. The property is located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada. The request includes adopting Resolution No. 23-703, a Written Offer of Reconveyance and a Deed of Reconveyance.
- **Recommended motion:** In accordance with the recommendation by staff, I [Commissioner], hereby move to approve the reconveyance of ownership of approximately 879 linear feet of undeveloped Electric Avenue right-of-way, located north of Milan Drive on the west side of the Electric Avenue, adjacent to APN 005-111-71 and encompasses approximately 39,027 square feet in area. The property is located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada. The request includes adopting Resolution No. 23-703, a Written Offer of Conveyance, and a Deed of Reconveyance.

- **Prepared by:** Kathy Canfield

Department:

Contact Number: 7758471144

- **Staff Summary:** See Staff Report, Resolution 23-703, Written Offer of Reconveyance and Exhibit A and A-1.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: September 19, 2023

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

Staff Contact: Kathy Canfield

File: 2023-036

Applicant: Buzz Oates LLC

Property Owner: Storey County

Property Location: A distance of approximately 879 linear feet of Electric Avenue, located north of Milan Drive on the west side of the right-of way, adjacent to APN 005-111-71, Tahoe Reno Industrial Center, McCarran, Storey County, Nevada.

Request: Reconveyance of ownership of approximately 879 linear feet of undeveloped Electric Avenue right-of-way located north of Milan Drive on the west side of the Electric Avenue , adjacent to APN 005-111-71 and encompasses approximately 39,027 square feet in area. The property is located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada. The request includes adopting Resolution No. 23-703, a Written Offer of Reconveyance and a Deed of Reconveyance.

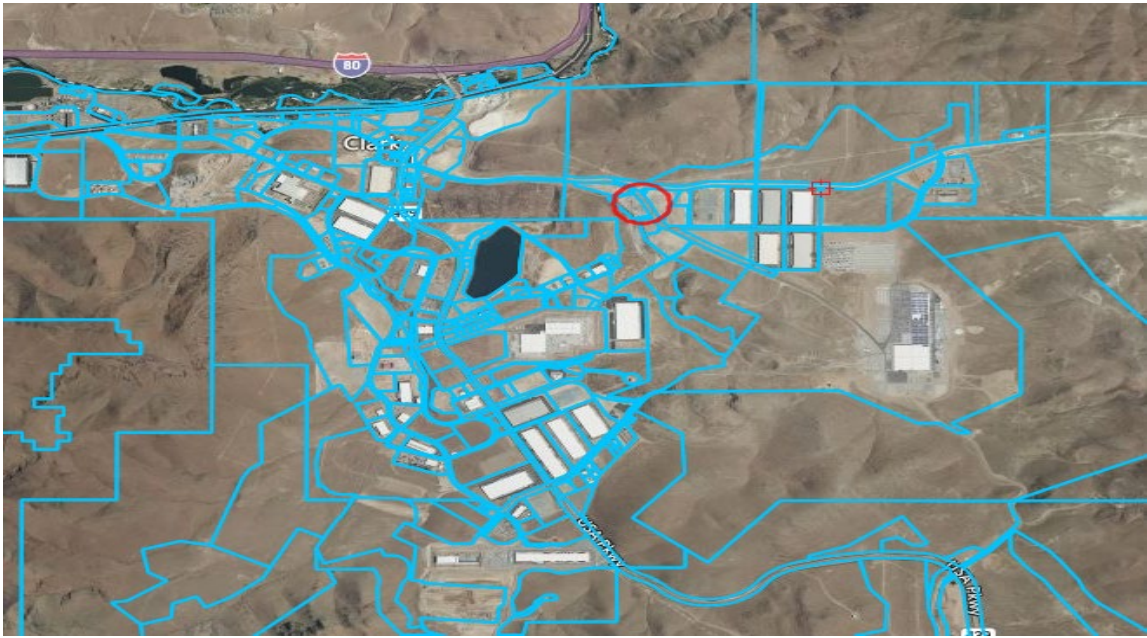
1. Background & Analysis

- A. Site Location & Background.** Electric Avenue is located within the Tahoe Reno Industrial Center and extends from USA Parkway to its terminus at property owned by Tesla Motors Inc. The roadway was constructed by the Tahoe Reno Industrial Center and was dedicated to Storey County in 2009. The roadway at the time of construction/dedication was identified as Portofino Drive and was later renamed Electric Avenue.

The existing right-of-way in this location is approximately 200-feet wide, with the roadway

located on the east side of the right-of-way with a significant roadside drainage channel located on the west side of the improved roadway. Electric Avenue in this location is developed with four lanes of traffic with a center turn lane.

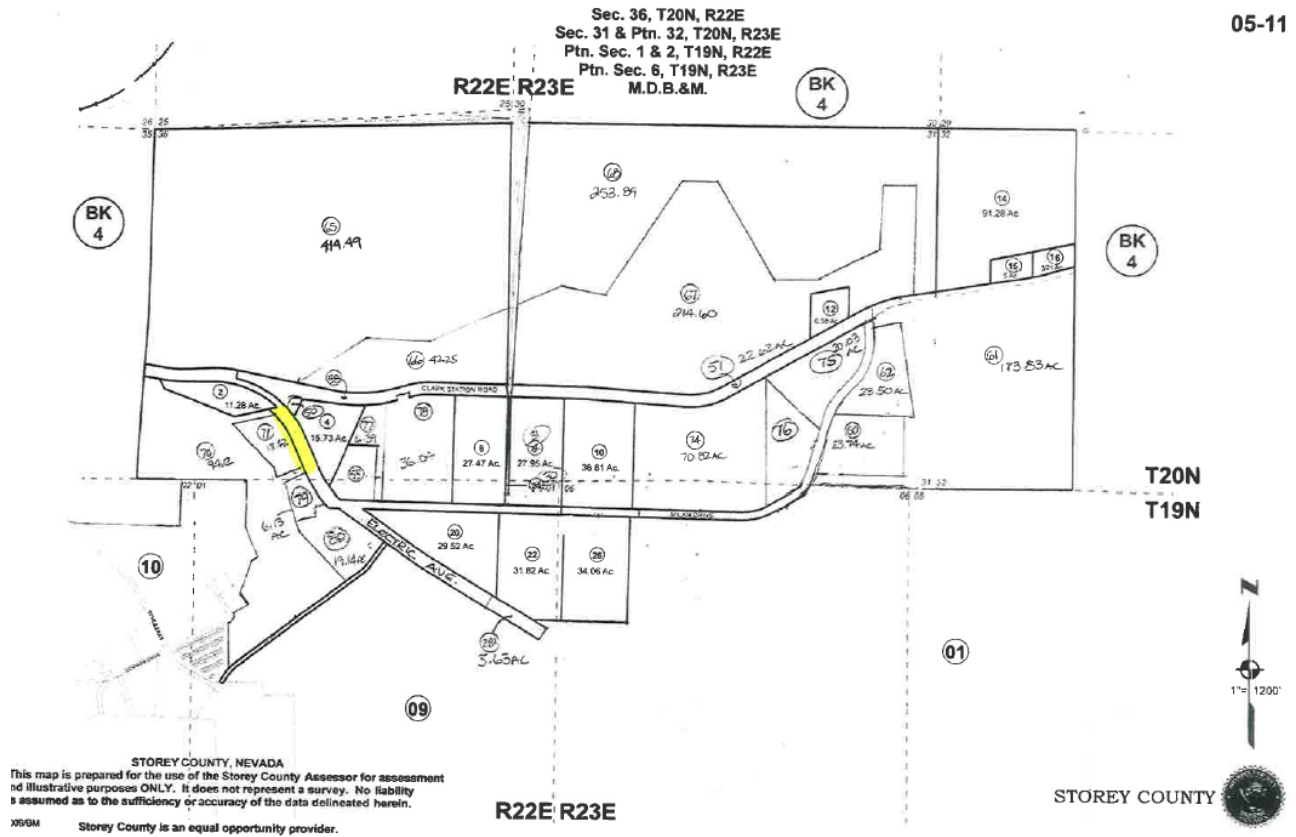
Electric Avenue is a variety of widths along the entirety of the roadway length. The first approximate mile of Electric Avenue from the USA Parkway heading east is approximately 100-foot wide, with the road right of way then alternating between approximately 100-foot and 200-foot wide segments. It appears that the 200-foot width in this location may have been provided to accommodate roadside drainage conveyance. The roadside channels have been constructed and there is land within the right-of-way west of the roadside channel that is not utilized for a roadway purpose.



Location of proposed reconveyance.



Enlargement of area



Assessor's Parcel Map, approximate area for reconveyance in yellow



View of reconveyance area looking north



View of reconveyance area looking south



View of west side of Electric looking southwest



View of west side of Electric Avenue looking northwest



Aerial view of Electric Avenue location

- B. Request.** The applicant has requested that an undeveloped portion of the 200-foot right-of-way be reconveyed to the adjacent property to allow for a larger building pad. The amount of area is equal to approximately 39,027 square feet with a length along Electric Avenue following the linear street frontage of approximately 879 feet.

In calculating the area to request for the reconveyance, the applicant measured from the western edge of the roadside channel and added five feet at the top of the channel for future public access or any unanticipated channel widening efforts or maintenance.

Storey County staff analyzed the roadway and drainage in this segment and concluded that land beyond the drainage channel, plus an additional five feet at the top of the channel slope, would be excess right-of-way and could be considered for reconveyance. This parcel is unique in that it has community drainage channels on three sides of the property (north, south and west) along with the roadside channel along Electric Avenue. Based on the configuration of the drainage channels and the roadway, staff believe the original 200-foot width of Electric Avenue was provided in order to accommodate for the drainage channels. Now that the drainage channels have been constructed, there is extra right-of-way beyond the roadside drainage channel that does not appear to be needed for a public purpose.

- Resolution No. 2023-703 to reconvey a portion of undeveloped Electric Avenue right-of-way to Buzz Oates LLC. This document states the Storey County has found that the reconveyance is in the best interest of the County.
- Written Offer of Reconveyance. This document offers the area of land to the applicant.
- Acceptance of Offer of Reconveyance. This document identifies the applicant accepting the offer of reconveyance. This document is not included with this staff report.
- Deed of Reconveyance and Record of Survey map. These documents are not included. A draft Record of Survey map and legal description have been submitted and will be reviewed by County staff and recorded if the reconveyance is approved.

3. Recommended Conditions of Approval

- A.** This reconveyance is subject to the approximate 39,027 square foot parcel being consolidated with the adjacent parcel identified as Parcel 2018-19, having Assessor's Parcel Number (APN) 005-111-71. This will occur after recordation of the reconveyance but prior to any construction permits being issued for the property.
- B.** This reconveyance is subject to a Record of Survey map being submitted for review and approval and recordation by Storey County documenting the approximate 39,027 square foot parcel of land.

4. Recommended Motion

In accordance with the recommendation by staff, I [*Commissioner*], hereby move to approve the reconveyance of ownership of approximately 879 linear feet of undeveloped Electric Avenue right-of-way, located north of Milan Drive on the west side of the Electric Avenue , adjacent to APN 005-111-71 and encompasses approximately 39,027 square feet in area. The property is located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada. The request includes adopting Resolution No. 23-703, a Written Offer of Conveyance and a Deed of Reconveyance.

RESOLUTION NO 23-703

A RESOLUTION PURSUANT TO NRS 244.290 DETERMINING THAT RECONVEYANCE OF A UNDEVELOPED PORTION OF ELECTRIC AVENUE RIGHT OF WAY TO BUZZ OATES LLC WOULD BE IN THE BEST INTEREST OF THE COUNTY AND ITS RESIDENTS, AND AUTHORIZING A REPRESENTATIVE OF THE BOARD TO ISSUE A WRITTEN OFFER OF RECONVEYANCE OF A PORTION OF UNDEVELOPED ELECTRIC AVENUE RIGHT OF WAY TO BUZZ OATES LLC AND IF SAID OFFER IS ACCEPTED, TO EXECUTE A DEED OF RECONVEYANCE AND CAUSE SAID DEED TO BE RECORDED.

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

WHEREAS, Electric Avenue (formerly named Portofino Drive) was dedicated to Storey County by deed from Tahoe-Reno Industrial Center, LLC ("TRI") recorded on January 26, 2009 as Document No. 110596 in the office of the Recorder of Storey County; and

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

WHEREAS, Buzz Oates LLC is a successor to the original property owner Tahoe Reno Industrial Center, LLC, and

WHEREAS, this undeveloped portion of Electric Avenue Right-of-Way is approximately 39,027 square feet of land more or less; and

WHEREAS, by reconveying this undeveloped portion of Electric Avenue Right-of-Way, Storey County will no longer be required to expend funds on the maintenance of this portion of Right-of-Way, creating a monetary savings to the County; and

NOW THEREFORE, BE IT RESOLVED that the Storey County Board of County Commissioners determines that reconveyance of a undeveloped portion of Electric Avenue Right-of-Way to Buzz Oates LLC., would be in the best interest of the county and its residents; and authorizes a representative of the board to issue a written offer of reconveyance of approximately 39,027 square feet of land more or less of a undeveloped portion of Electric Avenue Right-of-Way to Buzz Oates LLC., and if said offer is accepted, to execute a deed of reconveyance and cause said deed to be recorded.

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

PROPOSED AND ADOPTED THIS _____ DAY of _____.

THOSE VOTING AYE _____

THOSE VOTING NAY _____

ADOPTED this _____ day of _____,2023.

BOARD OF COMMISSIONERS OF STOREY COUNTY

By: _____
Jay Carmona, Chairman

Attest:

Jim Hindle, Clerk Treasurer of Storey County

WRITTEN OFFER OF RECONVEYANCE

To: Buzz Oates LLC, a California limited liability company.

From: Board of Storey County Commissioners

Date: _____, 2023

WHEREAS, The Board of Storey County Commissioners has passed Resolution 23-703 pursuant to NRS 244.290 stating its determination that reconveyance of a undeveloped portion of a certain Public Right-of Way known as Electric Avenue in Storey County (“County”), Nevada, and more particularly described as approximately 39,027 square feet more or less adjacent to APN 005-111-71 (Parcel 2018-19), Tahoe Reno Industrial Center, McCarran, Storey County, Nevada, would be in the best interest of the County and its residents.

Electric Avenue was dedicated to the County by deed of dedication from Tahoe-Reno Industrial Center, LLC (“TRI”) recorded on January 26, 2009 as Document No. 110596 in the office of the Recorder of County.

NOW THEREFORE, THIS INSTRUMENT IS A WRITTER OFFER pursuant to NRS 244.290 to the persons/successors from whom Electric Avenue was acquired to reconvey a undeveloped portion of Electric Avenue to Buzz Oates LLC, a California limited liability company.

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

By: _____
JAY CARMONA, Chairman

August 14, 2023
Project No. 10986.000

EXHIBIT "A"

**ROAD RECONVEYANCE
PARCEL 2023-21**

All that certain parcel situate within a portions of Section 36, Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, a portion of Electric Avenue as dedicated to Storey County per Document No. 110596 in the Official Records of Storey County, Nevada and being more particularly described as follows:

COMMENCING at the corner common to Sections 35 and 36, as shown on said Record of Survey Map No. 127126;

THENCE North 57°50'46" East, 1518.73 feet to the northwest corner of Parcel 2018-19 as shown on Record of Survey Map, File No. 127458 in the Official Records of Storey County, Nevada;

THENCE, along the northerly line of said Parcel 2018-19, North 75°55'29" East, 714.44 feet to the easterly northeast corner of said Parcel 2018-19, said point also being on the westerly right-of-way line of Electric Avenue as dedicated per Document No. 110596 in the Official Records of Storey County, Nevada, being the POINT OF BEGINNING;

THENCE leaving said westerly right-of-way line, South 46°55'32" East, 97.98 feet to the beginning of a curve to the right;

THENCE 523.43 feet along the arc of a 1400.00 foot radius curve, through a central angle of 21°25'19";

THENCE South 25°30'13" East, 170.01 feet to the beginning of a curve to the right;

THENCE 43.51 feet along the arc of a 500.00 foot radius curve, through a central angle of 04°59'10";

THENCE South 20°31'03" East, 185.92 feet;

THENCE South 78°58'36" West, 53.59 feet to the southeast corner of said Parcel 2018-19;

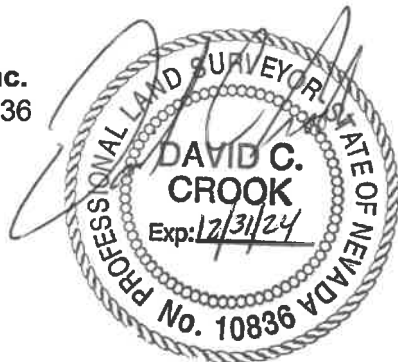
THENCE along the westerly right-of-way line of said Electric Avenue, being coincident with the westerly line of said Parcel 2018-19, North 23°22'34" West, 496.82 feet to the beginning of a curve to the left;

THENCE 501.32 along the arc of a 1250.00 foot radius curve, through a central angle of 22°58'44" to the POINT OF BEGINNING.

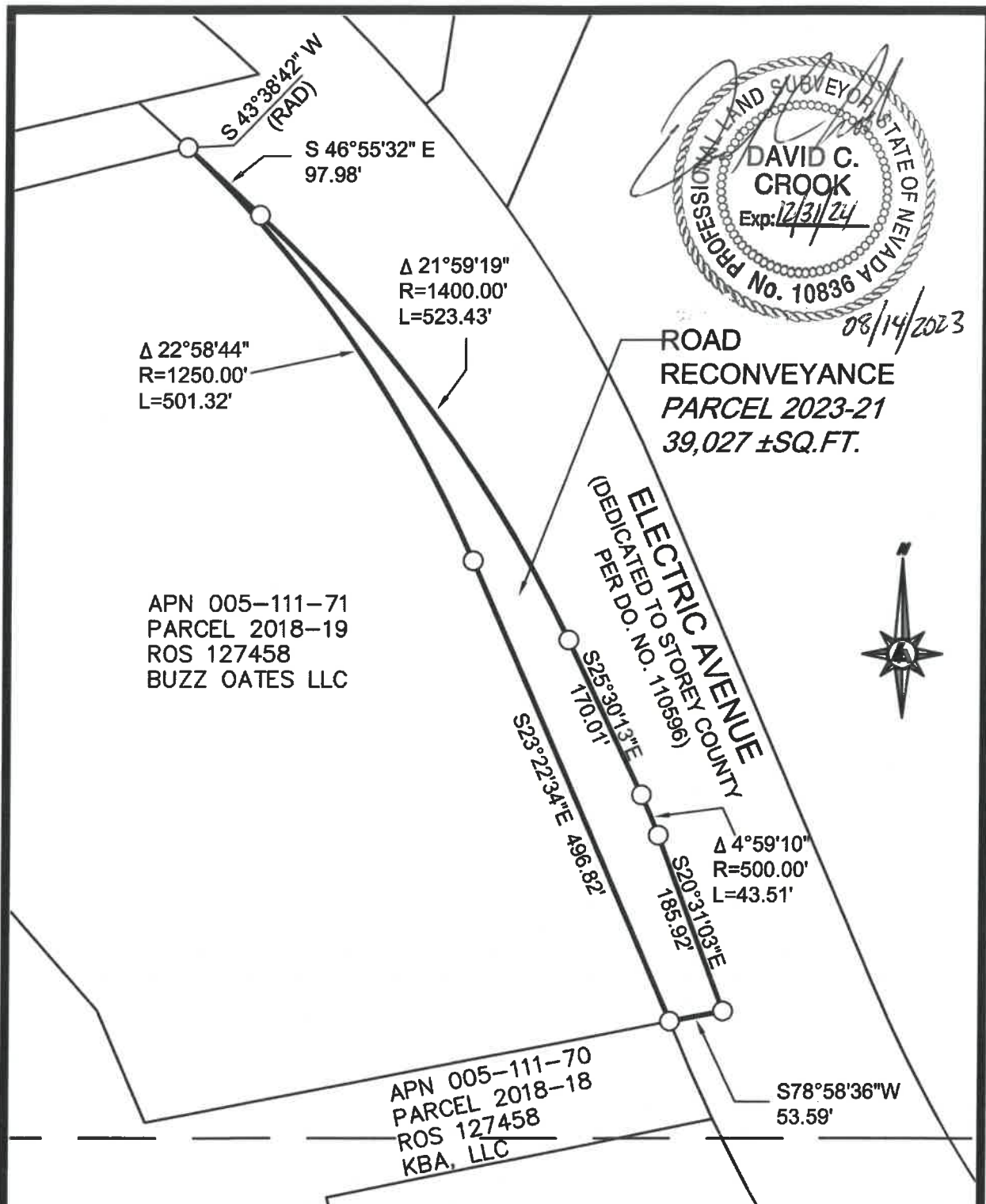
Said ABANDONMENT PARCEL contains 39,027 square feet of land, more or less.

The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone NAD83(94) HARN Extension, based upon the grid bearing of N 68°20'45" E, between NGS stations N339 and X146. The project combined factor of 1.000254928, scaled from 0.00N ,0.00E and converted to U.S. survey feet.

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



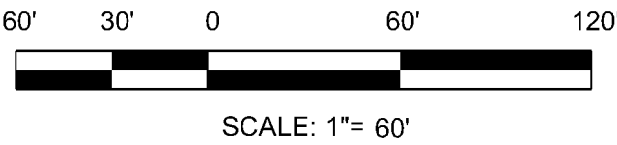
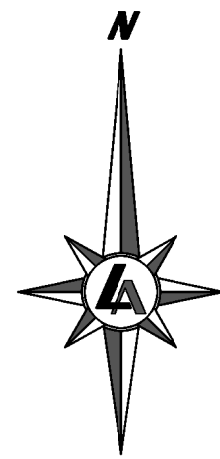
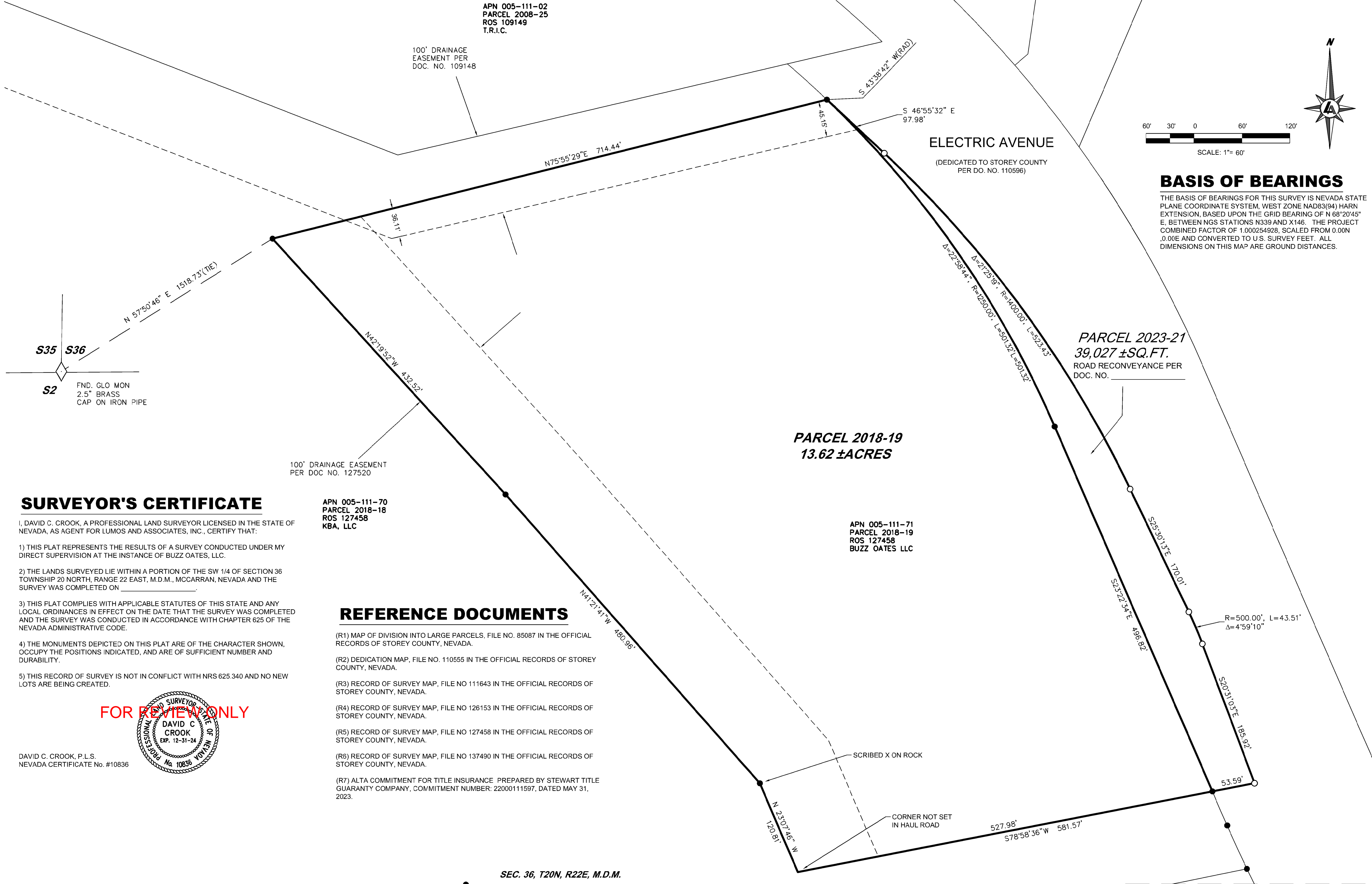
08/14/2023



LUMOS
 & ASSOCIATES
 178 SOUTH MAINE STREET
 FALLON, NV 89406
 TEL (775) 423-2188

EXHIBIT "A-1"
ROAD RECONVEYANCE PARCEL
POR. OF SW1/4 SEC. 36, T20N, R22E, MDM
STOREY COUNTY NEVADA

Date: 08/2023
 Scale: 1" = 150'
 Job No: 10986.000



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) HARN EXTENSION, BASED UPON THE GRID BEARING OF N 68°20'45" E, BETWEEN NGS STATIONS N339 AND X146. THE PROJECT COMBINED FACTOR OF 1.000254928, SCALED FROM 0.00N .0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

SURVEYOR'S CERTIFICATE

I, DAVID C. CROOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF BUZZ OATES, LLC.
- THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SW 1/4 OF SECTION 36 TOWNSHIP 20 NORTH, RANGE 22 EAST, M.D.M., MCCARRAN, NEVADA AND THE SURVEY WAS COMPLETED ON _____
- THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
- THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH NRS 625.340 AND NO NEW LOTS ARE BEING CREATED.

FOR REVIEW ONLY



DAVID C. CROOK, P.L.S.
NEVADA CERTIFICATE No. #10836

REFERENCE DOCUMENTS

- (R1) MAP OF DIVISION INTO LARGE PARCELS, FILE NO. 85087 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R2) DEDICATION MAP, FILE NO. 110555 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R3) RECORD OF SURVEY MAP, FILE NO 111643 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R4) RECORD OF SURVEY MAP, FILE NO 126153 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R5) RECORD OF SURVEY MAP, FILE NO 127458 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R6) RECORD OF SURVEY MAP, FILE NO 137490 IN THE OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.
- (R7) ALTA COMMITMENT FOR TITLE INSURANCE. PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER: 22000111597, DATED MAY 31, 2023.

LEGEND

- SUBJECT PARCEL LINE
- - - - - (P.U.E.) PUBLIC UTILITY EASEMENT AS SHOWN PER REFERENCE #1
- FOUND 5/8" REBAR NO CAP/TAG, PLS 10836
- SET 5/8" REBAR AND CAP, PLS 10836

APN 005-101-36
PARCEL 2018-5
ROS 127126
EMERALD CITY EMPIRE, LLC

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUMOS AND ASSOCIATES, INC., ON THIS DAY OF _____, 20____, AT ____ MINUTES PAST ____ O'CLOCK ____M., IN BOOK _____, AT PAGE _____ OF OFFICIAL RECORDS OF STOREY COUNTY, NEVADA.

RECORDING FEE: _____ BY: _____ RECORDER

FILE NUMBER: _____ BY: _____

APN 005-111-79
PARCEL 2022-22
ROS 137490
PW FUND B DEVELOPMENT LLC

RECORD OF SURVEY

FOR

BUZZ OATES, LLC

PARCEL 2018-19 AS SHOWN ON RECORD OF SURVEY MAP FILE NO. 127458 AND PARCEL 2023-21 AS DESCRIBED IN DOCUMENT NO. _____ SITUATE WITHIN A PORTION OF THE SW 1/4 OF SECTION 36 TOWNSHIP 20 NORTH, RANGE 22 EAST, M.D.M.

MCCARRAN STOREY COUNTY STATE OF NEVADA



178 SOUTH MAINE STREET
FALLON, NV 89406
TEL (775) 423-2188

LUMOSINC.COM

Drawn By : DCC
Sheet : 2 of 2
Job No. : 10986.000
Drawing No.:
10986-ABANDONMENT-ROS



Board of Storey County Commissioners Agenda Action Report

Meeting date: 9/19/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the Clerk & Treasurer, on behalf of the First Judicial District Court of Storey County, to: 1) enter into an agreement with Tyler Technologies Inc. for their Enterprise Jury Manager SaaS module at a one-time installation and first year service fee of \$59,175. Annual use fees for the service will be \$21,358 in fiscal year 2024-25, and \$22,268 for the 2025-26 fiscal year; and 2) accept a grant award of \$29,406.82 under the Coronavirus Emergency Supplemental Funding (CESF) Program from the Department of Public Safety Office of Criminal Justice Administration to mitigate the current fiscal year budget impact of installation and service fees.
- **Recommended motion:** I Commissioner _____, authorize the Clerk & Treasurer, on behalf of the First Judicial District Court of Storey County, to enter into a service agreement with Tyler Technologies Inc. for use of their Enterprise Jury Manager SaaS at a first-year cost of \$59,175 and subsequent annual fees for the term of the initial agreement increasing a maximum of 5% per annum. I also authorize the Clerk & Treasurer to accept, if awarded, a grant of \$29,406.82 under the Coronavirus Emergency Supplemental Funding (CESF) Program from the Department of Public Safety Office of Criminal Justice Administration to mitigate the current fiscal year budget impact of installation and service fees.
- **Prepared by:** Jim Hindle

Department:

Contact Number: 17758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **Agreement** means this Software as a Services Agreement.
- **Business Travel Policy** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **Client** means Storey County, Nevada.
- **Data** means your data necessary to utilize the Tyler Software.
- **Data Storage Capacity** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **Developer** means a third party who owns the intellectual property rights to Third Party Software.
- **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **Effective Date** means the last signature date set forth in the signature block.
- **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **Investment Summary** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **Initial Term** and **Renewal Term** have the meanings set forth in Section F(1) "Term and Termination" herein.

- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **Statement of Work** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **Third Party Hardware** means the third -party hardware, if any, identified in the Investment Summary.
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party SaaS Services** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **Third Party Software** means the third -party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
- **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.

3.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"). Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.3 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 6.5 We provide secure data transmission paths from each of your workstations to our servers.
- 6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You

agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Maintenance and Support.

- 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); and

- 8.1.2 provide support during our established support hours; and

- 8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and

- 8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.

- 8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support ; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.

- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we

may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3) "Dispute Resolution".
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third -party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella

Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Tyler Software, Products, and Services. You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third -Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Storey County, NV

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Storey County, NV

Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



EXHIBIT A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees			
SaaS Payments			
	Year 1	Year 2	Year 3
Annual Enterprise Jury Manager (EJM) SaaS Fees	\$17,350	\$18,218	\$19,128
Enterprise Jury Recurring Services	\$140	\$3,140	\$3,140
Total Annual EJM SaaS and Recurring Services Fee Payments	\$17,490	\$21,358	\$22,268
Enterprise Jury Manager SaaS Software			Annual SaaS Fee
Enterprise Jury Manager (EJM) Suite:			\$17,350
Enterprise Jury Manager			Included
Enterprise Juror Access			Included
Hosting			Included
Total Annual SaaS Fee (Year 1)			\$17,350
Recurring Cost			Recurring Cost
Enterprise Jury Text Messaging (1,000/year)*			\$140
Source List Update - per instance (Year 2 Onward)**			\$3,000
Total Recurring Cost			\$3,140
Implementation Services			
Enterprise Jury Manager Professional Services	Hours	Rate	Cost
Project Management	86	\$195	\$16,770
Source List/ Data Conversion	20	\$185	\$3,700
Deployment	26	\$185	\$4,810
Integration Development/Consulting	10	\$210	\$2,100
Customization	14	\$210	\$2,940
Setup, Configuration & Consulting	16	\$185	\$2,960
Training/Go-Live	29	\$185	\$5,365
Total Enterprise Jury Manager Professional Services Costs			\$38,645
Travel Expenses			
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.			
Notes:			
* If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment.			
** Source List Updates - Year 1 Cost Waived			

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Assumptions and Notes

Storey County, NV Proposal



Proposal Valid for 120 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary. This project is part of the unified TX-based jury management project.

Data Conversion

This proposal assumes 1 source system(s) for all offices in scope.

Client will provide Tyler with data from the source system(s) as SQL Server backups or ASCII files, delimited or fixed-width.

Pipeline source list data from the Customer's current jury management system to the Courthouse JMS database or install a new source list – active data from the legacy jury management will be transferred to the JMS database only as mutually agreed.

Tyler will assist in Data Review Workshops but the client will be responsible for validating the accuracy of the converted data, based on reviewing data and reports during each conversion iteration.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a limited amount of training time for a specific set of users just prior to go-live. Followup training is also included after go-live. Additional on-site training and assistance can be purchased at Tyler's then-current hourly rate.

Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training will be conducted during business hours to a maximum of 10 participants per instructor.

Tyler assumes a single Go-Live event(s) for all offices included in this proposal.

This proposal includes a specific amount of time for on-site go-live assistance and follow up training. Additional on-site training and assistance can be purchased at Tyler's then-current hourly rate.

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EXHIBIT B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Your annual SaaS fees during any Renewal Term will be at our then-current rates.
2. Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3. Recurring Services Fees. Subject to any additional adjustments set forth below, Recurring Services fees for the Initial Term shall be at the rates set forth in the Investment Summary, and subsequent Recurring Services fees shall be at our then-current rates. The following service-specific payment terms shall also apply:

Enterprise Jury Text Messaging. The Text Messaging services set forth in the Investment Summary shall have an initial term of one (1) year commencing on the first day of the first month following the Effective Date. The term shall automatically renew for additional one-year periods, unless terminated by either party at least thirty (30) days prior to the end of the then-current term. Year 1 fees for the Text Messaging services shall be invoiced upon the commencement of the initial term, and fees for subsequent terms shall be invoiced annually in advance. If you exceed the maximum annual number of text messages as set forth in the Investment Summary, you will pay \$0.14 per additional text message, to be billed monthly in arrears.

Annual Source List Update. The source list update services will be invoiced upon delivery of each instance of services performed in accordance with the terms in the Statement of Work, Exhibit D.

4. Third Party Products (if applicable).
 - 4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first -year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



EXHIBIT B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



EXHIBIT C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



EXHIBIT C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience*:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

** Support Resources may be limited for certain applications.*

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



EXHIBIT D
Statement of Work for
Implementation of Enterprise Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Storey County, NV
August 2, 2023

Tyler Technologies will implement Enterprise Jury Manager in **Storey County, NV** under the following terms.

Project Terms

Tyler will...

1. Provide a subscription to use the following Products:
 - **Enterprise Jury Manager;** web-based jury management system;
 - **Enterprise Juror Access;** interactive web response system;
2. Provide the following Recurring Services:
 - **Enterprise Jury Hosting;** hosting services for ALL products and services listed in this SOW;
 - **Enterprise Jury Message;** text-messaging service (max 1,000/year);
 - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
3. Provide the following Required Third-Party Products Required for Installation and Use of Enterprise Jury Manager:
 - SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Enterprise Jury Manager;
 - Microsoft .Net Framework 4.X for use in connection with Enterprise Jury Manager;
4. Provide the following Professional Services:
 - Provide project management services to coordinate all aspects of the project;
 - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;

- After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
 - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
 - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER’s published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are \$200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;
 - Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are \$200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
 - Pipeline source list data from the Customer’s current jury management system to the Enterprise Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
 - Provide an expert Enterprise Jury Manager installation resource for installation of Enterprise Jury Manager in a training and a production environment;
 - Provide a 2-hour, online System Administrator training session;
 - Provide a 2-day User training session to the Customer’s staff at Customer’s premises;
 - Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
 - Provide an expert jury management “go-live” support resource (2 days) at Customer’s first “live” location during the first days that jurors report under the new system;
5. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
 - maintain a test and production environment of Enterprise Jury Manager;

- will configure the DNS for use of hosted Enterprise Jury Manager;
- install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
- install, configure, maintain, and support the database used by Enterprise Jury Manager;
- install 2 environments (Test/Training and Production) of Enterprise Jury Manager;
- perform automated Server Patching via Microsoft Automatic Update;
- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Enterprise Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as “first-line” support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer’s IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer’s premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer’s sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
 - Google Maps API key; and,
- Provide required USPS postal permit for use of SummonsDirect.
 - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
 - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification

and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.

- You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;
- The jury management system will rely on access to the Customer's SMTP server for the purpose of sending outbound email. The Customer agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP host name or IP address, assigned username and password, port number, any required firewall exception(s) to facilitate access.
- If the court exceeds the stated maximum number of text messages per year (via SMS), they will pay \$0.14/text and will be billed monthly;
- Provide and purchase any SSL certificates required for encryption in motion (if desired).

Enterprise Jury Manager

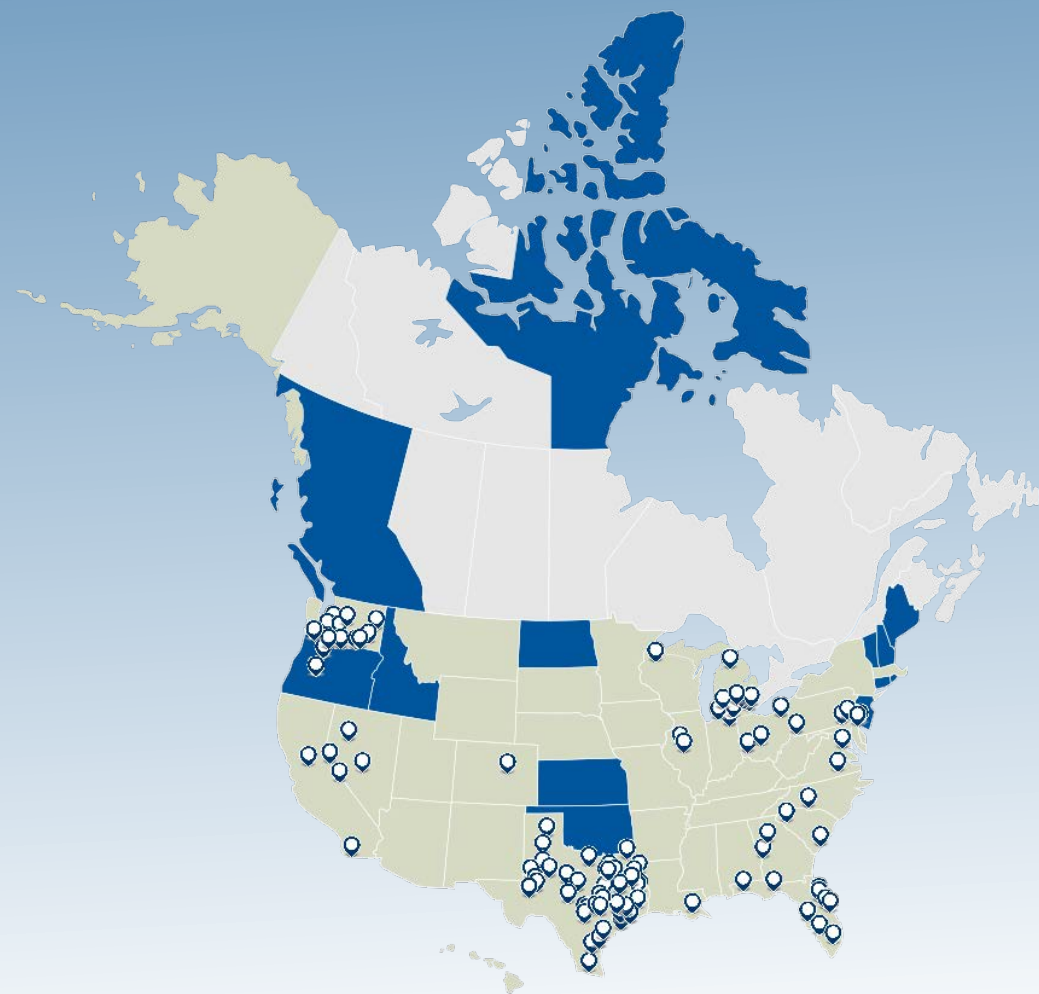
INCREASE COURT EFFICIENCY AND IMPROVE CONVENIENCE FOR JURORS



Citizens expect to interact with the court as easily and conveniently as they do with a bank or airline. Tyler's Enterprise Jury Manager™ (formerly Courthouse Technologies) empowers your jurisdiction to provide that same experience with an easy-to-use, streamlined system that helps you present an image that will make you proud your court can provide constituents with a great jury experience.

Why Tyler? Our Track Record of Success.

Courts and justice agencies in seven countries and 30 U.S. states, serving more than 150 million citizens, use our family of court products. With a proven history of rapid implementation and a client base with a track record of successful innovation to expand access to justice, Tyler Technologies empowers legal professionals with tools and facilitate collaboration across justice partners. Enterprise Jury Manager is being used by clients to develop more efficient jury experiences across 30 U.S. states and in Canada.



Streamline and Simplify Jury Management For Your Court

Informed by years of analyzing jury management practices in courts around the globe, Enterprise Jury Manager is a comprehensive solution that's designed to handle every aspect of your jury process. Our jury management solution:

- Gives you flexibility to interact with the public via their preferred communication method
- Reduces your undeliverable mail and simplifies the process of sending summonses, saving your court unnecessary expense
- Streamlines the jury selection process by empowering jurors to use self-serve options that best fit their lifestyle — which helps make data collection easier and more accurate for your court
- Reduces tedious tasks and creates a more efficient jury operation so your staff can focus on the tasks and people who need help the most
- Provides meaningful insights into your jury yield and utilization, allowing you to make more informed decisions


It's the only platform you'll need to handle your day-to-day jury business.



Leverage Robust Tools for Greater Efficiency and a More Seamless Juror Experience

Enterprise Jury Manager has a number of powerful features that you can leverage across every step of your jury process to ensure that your jurors have an easy, seamless experience. Plus, your court’s jury process will run as efficiently as possible, helping you save time and money across the board.


Summons — Simplify summons creation and delivery



Summons is the easiest, simplest, and most accurate way to automatically print and mail summonses and qualification questionnaires to your jury pools. Summons helps you:

- Eliminate more than 90% of your undeliverable summonses/questionnaires and increase jury yield
- Reduce undeliverable mail by confirming juror addresses are valid and eligible before summonses are mailed
- Make sure your jury source list is always accurate by automatically updating altered juror addresses within your Enterprise Jury Manager system

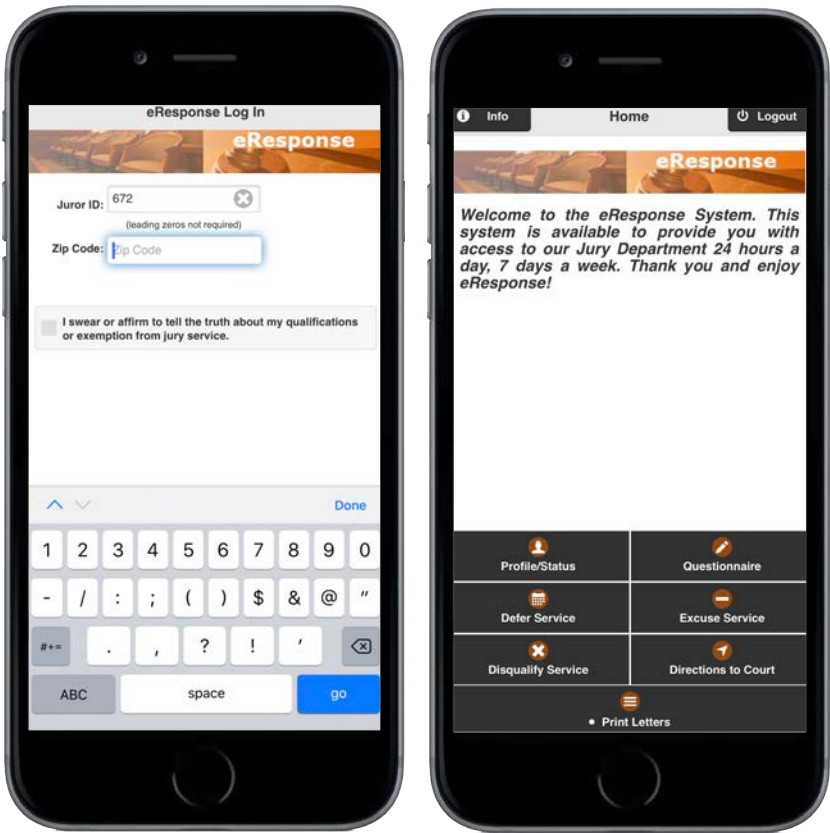
Response — Enable web-based juror responses




Response is our online self-service platform that makes it easier for jurors to complete all mandatory jury duty forms. It also makes it easy for the court to receive all of the information they need from jurors.

This feature:

- Streamlines data collection from jurors
- Can handle all common requests, saving valuable time
- Is accessible by jurors 24/7, 365 days a year from any web-enabled device
- Automatically updates any changes within a juror’s profile in Enterprise Jury Manager




Voice — Communicate using IVR that includes text-to-speech



Voice provides jurors with an easy, alternative way to make requests, find their service information, and communicate with the court. It’s the most effective way for courts to reach jurors who use the phone — instead of text or email — as their primary method of communication. The Voice feature:

- Uses text-to-speech technology to automatically translate the court’s typed messages into voice messages that jurors can call and listen to or courts can send to jurors.
- Is accessible by jurors 24/7, 365 days a year
- Automatically updates any changes made within a juror’s profile in Enterprise Jury Manager
- Helps save time with automated messages
- Allows you to send messages individually or in bulk


Text Messaging — Interact quickly and easily with jurors



With text messages being more commonly read than emails, our Text Messaging feature is one of the most convenient ways to reach jurors today. Using Text Messaging:

- Allows for instant and effective communication with jurors
- Enables two-way communication functionality that lets jurors text the court to request information, which the system intuitively understands and sends an automated text in response
- Lets you customize messaging that you can send in bulk or individually


Kiosk — Provide an easy self-service option for jurors

 Kiosk is our self-service option that allows jurors to check-in for their service, respond to questionnaires, get paid, and much more. Having Kiosk in your court:

- Provides self-service options to increase efficiency and make jury service effortless for jurors — an added convenience they will appreciate
- Frees up staff, helping to increase court productivity
- Automatically updates any data collected within the juror’s profile in Enterprise Jury Manager

You can also get a kiosk option that has a built-in cash dispenser, so jurors can receive immediate payment for their service.


Jury Mobile — Use our web-based application to increase efficiency

 Make your jury operation completely mobile with our web-based Enterprise Jury Manager application, which provides you with an easy alternative way to check-in and attend jurors. With this application, you can:

- Dramatically reduce the need for lineups that slow down your check-in process
- Use one-touch attendance capabilities on a convenient touch-screen interface to streamline your process
- Record jurors empaneled on a case, voir dire results, and who’s been attended, right in the courtroom
- Use this application on any tablet or smartphone while connected to your court’s wireless network


Plus, all the juror information you collect and update using this application is automatically updated within Enterprise Jury Manager.

Payments — Easily issue payments for jury duty

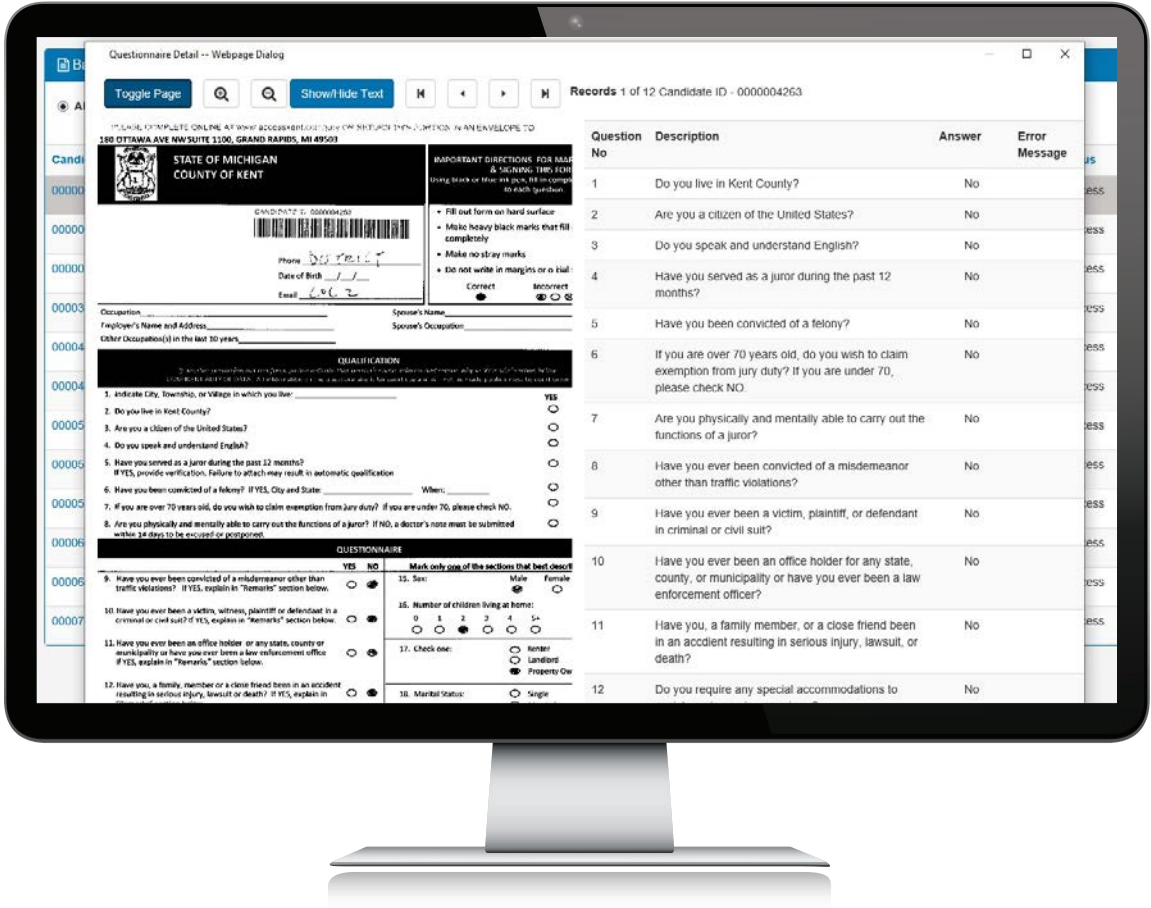
 Our convenient, straight-forward Payments feature in Enterprise Jury Manager helps your court streamline its juror payment process. With Payments, you can:

- Print checks and “post payments” to your accounting system
- Enable jurors to receive payment in cash via the self-serve Kiosk
- Issue pre-loaded debit cards that can be redeemed at specific banks if you prefer not to deal with checks or cash

Capture — Process documents quickly with intelligent scanning


 Capture is a fast, effective way for courts to process juror qualification questionnaires and summonses returned by mail. With Capture, your court can:

- Scan batches of questionnaires and summonses straight into Enterprise Jury Manager
- Automatically determine the qualifications of prospective jurors
- Identify questionnaires or summonses that are incorrectly completed or incomplete using intuitive, accurate scanning capabilities
- Store images in the juror’s record for later reference and produce images as part of an in-court documentation package



No matter what your role is in the jury process, Enterprise Jury Manager helps make the process more streamlined and efficient for the court and easier, more convenient for the juror. Learn how we've carefully designed solutions for all those involved in the jury process.

For Jurors

 Jury service is one of the single most important civic duties. That is why we've carefully designed Enterprise Jury Manager to help make sure jurors can serve their civic duty and get back to their lives without spending unnecessary time at the court.


Anytime, anywhere

Empower jurors to manage their summonses and complete mandatory questionnaires the way they want — from their devices, over the phone, or via the kiosk. The result is faster, more accurate data collection.

Stay in the know

Notify jurors — before they leave the house — about court dates, schedule changes, reminders, status updates, and more. The best part? All updates are sent via the juror's preferred communication method, meaning they'll be sure to get important information.

For Jury Clerks

 As a jury clerk, you play a pivotal role in the everyday success of the court. You're on the frontline managing hundreds of people on a daily basis while also ensuring enough jurors are available for every court date.

It's likely you feel always short on time. That's why we've simplified and automated a number of repetitive tasks to give you back time in your day, so you can focus on where your help is needed the most.

Send an accurate summons in seconds

Sending an accurate summons is simple with Enterprise Jury Manager. Log in, set your dates, and the platform takes care of the rest. Once a pool of prospective jurors is created, the data is automatically verified by the Summons feature. Only addresses marked as deliverable in your jurisdiction will be mailed, meaning more summonses, every time.

Faster, more accurate data collection

Collecting the jury information you need can be a tedious task. That's why we're giving jurors the option to select a questionnaire response method that best suits their lifestyle. The result is a faster response rate and more accurate information.

Communicate efficiently with jurors

Communicating important information such as changes to service dates, reminders, failures to appear, and approvals is efficient with Enterprise Jury Manager. Simply log in to notify jurors via all modern methods of communication.

Less clicking, more helping

The day of service is busy enough, so we've simplified juror check-ins, panel selection, and payments so you can focus your time where it's needed most.

For Court Executives



Overseeing a court can be a tricky role. Not only do you need to understand the intricate details, you also must be able to see the big picture. With Enterprise Jury Manager, it's much easier to understand what's truly going on in your court. With a simple glance, you'll be able to see your court's average juror yield, data on production of summonses and juror payments, and much more.

Powerful insights & reports

Use jury yield and utilization data to help you accurately plan future court dates and resources needed. Over time, you will only summon the exact number of jurors your court needs, raising juror utilization rates and minimizing the number of jurors whose time is wasted because they aren't needed.

Get more done with less

By eliminating tedious tasks, such as creating and mailing summonses, along with the manual process of questionnaire data collection, Enterprise Jury Manager increases efficiency while also saving your court and the taxpayers precious resources and money.

Eliminate undeliverable mail

Summonses are produced, printed, and mailed through the Enterprise Jury Manager platform. The best part is with Summons, delivery eligibility is determined before mailing, which reduces undeliverable mail and saves your court thousands.

Build a better relationship with the public

By introducing self-serve conveniences to your court, you'll make the process of being summoned for jury service easier for jurors who prefer modern conveniences.

For Information Technology



Flexible and easily configurable to meet even the toughest security requirements, Enterprise Jury Manager brings all aspects of your court's jury management process into one secure platform. Throughout each step of the implementation process, our experienced team works with you each step of the way to reduce interruption and ensure a smooth transition with minimal downtime to your court's operation.

Expert support every step of the way

No matter how your court is structured or how it's hosted, our experts offer you comprehensive support before, during, and after implementation. As part of our EverGuide® continuous improvement initiative, you'll also receive ongoing training and consultations to ensure you get the most from your solution investment. It stems from our evergreen philosophy that ensures you benefit from continually enhanced technology for the life of your product, as well as lower cost of ownership.

Robust security

We know cybersecurity is always a top priority, which is why Enterprise Jury Manager was built from the ground-up with powerful security features that safeguards your data. You can also add our Tyler Detect solution to keep your network under surveillance 24/7/365, and have a dedicated cybersecurity analyst hunting for threats every day. With Tyler Detect, incidents are found and confirmed for you should an attack occur — and you will receive remediation recommendations within minutes.

The future is cloud based

Whether your court sends out 5 or 500,000 summonses a year, you'll receive the best quality resources in maintaining your jury platform. We provide you with off-premise hosting in a Class A facility with underlying infrastructure that can be scaled to meet any demand.

About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 12,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler was named to Government Technology's GovTech 100 list five times and has been recognized three times on Forbes' "Most Innovative Growth Companies" list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

info@tylertech.com | tylertech.com



Empowering people who serve the public®

PROJECT NARRATIVE - STATEMENT OF PROBLEM

The First Judicial District Court for Storey County (FJDCSC) has been utilizing a jury program through Precision Document Imaging (PDI) since 2016. Prior to the PDI jury program, the court used an AS400 system for 25 plus years. Unfortunately, the PDI jury program has limited functionality and is extremely inferior in comparison to customized jury management systems. The AS400 system was retired in 2019.

FJDCSC's current processes to compile an annual jury venire takes several manual steps and weeks to complete each year. The PDI jury program is not configured and unable to aid with the annual jury venire. The PDI jury program does not have the functionality to permit the public to access jury information or request extensions or exemptions electronically from a computer, laptop, or mobile device. Requests for jury exemptions, jury service extensions, response to jury questionnaires are all processed manually by court staff. Jury reporting information is critical for prospective jurors to know when, where, and if the court case is still set for jury trial or if the jury trial has been vacated. The PDI jury program does not offer any interactive email, text messaging, or web response functionality to assist with providing electronic jury information to prospective jurors.

There is limited jury information on the FJDCSC's web page due to the inability to interface with the PDI jury program. These technological limitations have an adverse impact to prospective jurors who expect to obtain jury information easily to fulfill their jury duty obligation. The prospective jurors are significantly inconvenienced by not having the ability to access jury information without physically visiting the courthouse or making phone calls or sending emails.

The First Judicial District Court judges who are responsible for cases in Storey County are officed in Carson City. Requests from prospective jurors to defer or be exempt from jury service can be delayed due to the manual processing of these requests, and the time needed to forward and be reviewed by the judges in Carson City. Additionally, prospective jurors must call the court during business hours to obtain any jury service information. These delays can cause an unfavorable perception of the judicial system and can compromise jury management and selection.

PROJECT DESIGN/IMPLEMENTATION

Tyler Technologies Enterprise Jury Manager is a web-based jury management system and interactive web response system including email and text messaging to the end user. These technological advances provide the public with the ability to obtain jury service information 24 hours, seven days per week, without having to leave their home or work. The Enterprise Jury Manager System will also aid in the compiling and processing of the annual jury venire. This service will save court staff time and will be a more efficient system than manually processing.

The Enterprise Jury Manager includes the eResponse which is a web-based self-service system for prospective jurors. eResponse empowers prospective jurors with both the functionality and

information they need to serve effectively as jurors. eResponse gives prospective jurors an easy way to respond to their jury summons, check when they're scheduled to report, and to make requests to be excused, to be disqualified, or to have their service deferred to a future date.

Processing juror requests is integrated with the jury management system to avoid any manual entry work by court staff. Prospective jurors can receive an automatic email when a decision is made on their requests. Additionally, eResponse allows prospective jurors to respond to qualification questionnaires or supplemental questionnaires which the court defines, update their personal information, view their status, make requests to be excused, disqualified, deferred, or postponed and leave detailed messages regarding their requests and schedule a reminder email to report for jury service.

The First Judicial District Court in Carson City (FJDCC) has used the Enterprise Jury Manager system since 2014. The FJDCC has found the system to be user friendly and provides information to the public in an easy electronic format, 24 hours per day, seven days per week. FJDCC has also found Tyler Technologies extremely responsive, and customer focused.

FJDSC' staff has determined that Tyler Technologies Enterprise Jury Manager is the best jury management system for the FJDSC and provides the essential technological functionality and ease to maneuver for the public and court staff.

If approved, the FJDSC will contract with Tyler Technologies to purchase Enterprise Jury Manager by October of 2023 in order to be installed, tested, and ready for use prior to potential jury trials scheduled in 2024.

The Enterprise Jury Manager will replace the limited functioning PDI jury program and will provide greater access for the public to obtain jury service information. Enterprise Jury Manager will greatly improve FJDSC' jury management services and processes and significantly reduce the number of staff hours required to generate and manage a jury pool.

IMPACT/OUTCOMES/EVALUATION/RISKS

The benefits of implementing Enterprise Jury Manager will greatly enhance jury management services at the court level as well as the public's jury service experience and overall perception of the judicial system. Enterprise Jury Manager has proven to be the ideal system for the jurisdiction size of the FJDSC.

The impact and outcome of implementing Enterprise Jury Manager at the FJDSC, will be immediate as court staff will be thoroughly trained to ensure maximum performance of the system. Prospective jurors will have 24/7 secured access to their jury information. This will greatly improve the prospective juror's experience and perception of the judicial system. There are no identified obstacles to overcome for this project to be successful. An evaluation of the system will be made by the Storey County Clerk & Treasurer and the County's IT Department to ensure all court staff are trained properly to use the Enterprise Jury Manager system.

Continuing to operate the PDI jury program and having staff manually process the annual jury venire is a disservice to the public. Trial courts must continue to seek ways to improve the public's access to and trust in the courts. The risk of not implementing Enterprise Jury Manager is conceding to a mediocre trial and jury management system at the FJDCSC. A situation that the First Judicial District Court judges will not accept.

CAPABILITIES/COMPETENCIES

Tyler Technologies began to exclusively work with the public sector in 1997. The company is comprised of career jury management experts and have implemented, trained, and supported users of jury management systems which were designed and built in over 800 courts in 3 countries. Tyler Technologies has committed to 24 hours per day, seven days per week customer support by telephone, email and online. The Storey County Clerk/Recorder will coordinate with the Storey Information Technology (IT) Department to ensure that any technology needs are met.

BUDGET NARRATIVE

Enterprise Jury Manager has been identified as the best suited system for the FJDCSC. The Storey County Clerk/Recorder has reviewed the quote from Tyler Technologies. All items presented in the quote are needed to ensure that the system can be installed properly and in good working order.


Contact has been made and application submitted to the Department of Public Safety Office of Criminal Justice Administration for a grant award of \$29,406.82 under the Coronavirus Emergency Supplemental Funding (CESF) Program. Funds have been confirmed available and preliminary feedback is that the FJDCSC is a qualified and prime candidate for the grant award given that the Enterprise Jury Manager project agreement can be approved and finalized by the end of September 2023. If award is made, funds are expected to be available in the 4th Quarter of 2023.

This project was not included in the budget for the County's fiscal 2023-23. The award of a grant will significantly reduce the impact, but a budget augmentation to the District Court's available funds will be required. The Comptroller's office is aware and has been involved in project development and is confident that funds will be available. Annual fees for subsequent years will be included in the District Court's future budget submissions.

PROJECT SCHEDULE

After funding approval, the installation of the Enterprise Jury Manager system through Tyler Technologies will take place in the 4th Quarter of 2023 through January 2024 along the following estimated schedule:

Responsible Party	Implementation	Timeframe
Tyler Technologies Jim Hindle, Clerk & Treasurer	Finalize Contract & Establish Installation Requirements & Plan	September-October 2023
Tyler Technologies Storey County IT Department Jim Hindle, Clerk & Treasurer	Installation of Jury Software System	November, 2024
Tyler Technologies Storey County IT Department Jim Hindle, Clerk & Treasurer	System Validation and Staff Training	December 2023-January 2024

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 9/19/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- Title:** Discussion and possible approval of Subdivision Participation and Release Form which will have the effect of releasing Walgreens, Co. (Walgreens) from all claims against Walgreens arising out of the opioid epidemic in Storey County. By signing the Subdivision Participation and Release Form, the County is joining in the Settlement Agreement and Release and is entitled to the benefits and is subject to the burdens of that Agreement. The purported amount of the settlement will be \$218,940,000.00 to be paid over 15 years of which Storey Counties allocation is \$202,224.12.
- Recommended motion:** I _____ (commissioner) move to approve Subdivision Participation and Release Form with Walgreens and authorize the chairman to sign.
- Prepared by:** KEITH LOOMIS

Department:

Contact Number: 7758470964

- Staff Summary:** Lawyers representing the State of Nevada and a variety of Nevada's cities and counties are recommending a settlement agreement with Walgreens Co. in the opioid litigation. The purported amount of the settlement is \$218,940,000.00 to be paid to the State of Nevada over a fifteen-year period. The State will in turn allocate the recoveries among the State, the counties, the cities and some smaller government entities in accordance with One Nevada Agreement on allocation of Opioid Recoveries which Storey County signed on August 3, 2021 (attached). Storey County's allocation of the funds is \$202,224.12 payable over the fifteen-year period. In order for the settlement to proceed, all of Nevada's counties, cities, other government entities and the State of Nevada are required to sign off on a release of all claims against the distributors. This includes the counties and cities which have not initiated litigation against Walgreens such as Storey County.
- Supporting Materials:** See attached
- Fiscal Impact:**
- Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

EXHIBIT A

Subdivision Participation and Release Form

Governmental Entity:	State: Nevada
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release (“*Walgreens-Nevada Settlement*”) between Walgreens, Co. (“*Walgreens*”) and the State of Nevada (“*State*” or “*Nevada*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens-Nevada Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens-Nevada Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens-Nevada Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than the Subdivision Participation Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens-Nevada Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens-Nevada Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, Annual Attorney Fees Payments and Annual Remediation Payments through the One Nevada Agreement on Allocation of Opioid Recoveries beginning as provided therein.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens-Nevada Settlement solely for the purposes provided therein.

6. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens-Nevada Settlement, including without limitation all provisions of Section VI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens-Nevada Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens-Nevada Settlement shall be a complete bar to any Released Claim.
7. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens-Nevada Settlement.
8. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens-Nevada Settlement.

9. Nothing herein is intended to modify in any way the terms of the Walgreens-Nevada Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens-Nevada Settlement in any respect, the Walgreens-Nevada Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada through its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in opioid-related litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, and/or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to remediate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this One Nevada Agreement on Allocation of Opioid Recoveries (“Agreement”) relating to the resolution or partial resolution of opioid-related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:

A. Definitions

As used in this Agreement:

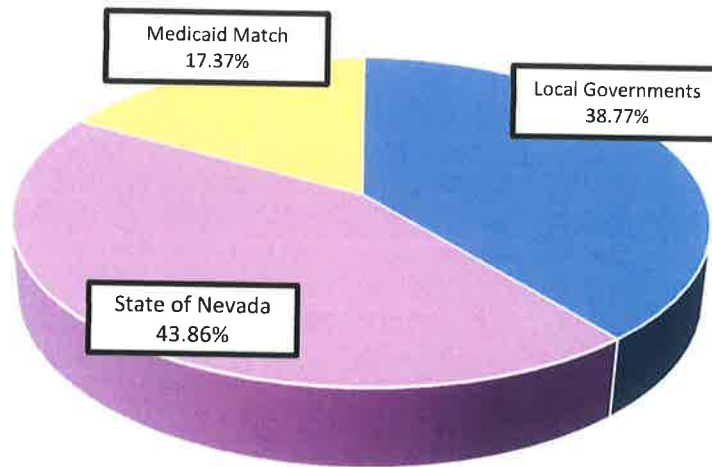
1. The "State" or "State of Nevada" shall mean the State of Nevada acting through its Attorney General.
2. "Local Governments" shall mean the Local Governments listed in **Exhibit A**, attached.
3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;
4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;
5. "Litigating Cities and Districts" shall mean the Cities and Districts listed in **Exhibit B**, attached;
6. "Counsel" shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts for their respective opioid-related litigation.
7. "The Parties" shall mean the State of Nevada and the Local Governments.
8. "Defendant" or "Defendants" shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in **Exhibit C**, attached.
9. "Lead Litigator Costs" shall mean the costs incurred to date for opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities

and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted, and only if determined to be recoverable, against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.
11. "Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members") in their respective opioid-related litigation.
12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in **Exhibit C**, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related litigation in **Exhibit C** to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.
13. "Approved Purposes" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 (SB 390) as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court that are not otherwise inconsistent with SB 390.

B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.
2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:



(pie chart for illustrative purposes)

- 1) **"State of Nevada Allocation"**: 43.86% to the State of Nevada;
- 2) **"Local Governments Allocation"**: 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in **Exhibit D**, attached; and
- 3) **"Medicaid Match Allocation"**: 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: **a)** 65% to Clark County, **b)** 14% to Washoe County, and **c)** 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in **Exhibit E**, attached.

3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.
4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.
5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.
6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.
7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.
8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of

this Agreement. The total amount of the fee adjustment deducted pursuant to this paragraph shall then be allocated to the Litigating Counties by total percentage of claims data for those Litigating Counties as outlined in **Exhibit F**, attached.

9. In the event a Local Government merges, dissolves, ceases to exist, opioid-related litigation is dismissed with prejudice including the exhaustion of any and all appeals related to the Court's order of dismissal, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:
 - a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District's allocated share shall be added to the share of the County in which the Litigating City or District is located in addition to the County's allocated share.
 - b. If a Local Government excluded under this paragraph is a County, then that County's allocated share shall be added to the State's share minus the allocated shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.
10. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on **Exhibit C**, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.
11. The State of Nevada's share of Recoveries, after deduction of any remaining costs and attorney fees, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).

12. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Governments to pursue its own claims against any Defendant through that Parties' separate opioid-related litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants in the State of Nevada or Local Governments opioid-related litigation for the benefit of all Parties to this Agreement.

C. Waiver of Conflict of Interest. Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel's representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. Reporting. Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, to the attention of Mark J. Krueger, Chief Deputy Attorney General at mkrueger@ag.nv.gov, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

E. Miscellaneous

1. **Construction.** With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall

be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.
5. **Amendments.** Any and all amendments to this Agreement must be in writing which must be signed by all Parties and must be approved by their respective Commissions, Councils, or Boards.
6. **Signature in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.
7. **Legal Advice.** The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively "Government Attorneys") and the

Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties' opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this _____ day of _____, 2021.

STATE OF NEVADA

By: _____
NEVADA ATTORNEY GENERAL

Dated: _____

CHURCHILL COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CLARK COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

DOUGLAS COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ELKO COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ESMERALDA COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EUREKA COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LANDER COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LINCOLN COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LYON COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

MINERAL COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

PERSHING COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

STOREY COUNTY

By: _____ Dated: Aug 3, 2021
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WASHOE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WHITE PINE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

BOULDER CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NYE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CARSON CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF HENDERSON

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF LAS VEGAS

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF MESQUITE

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF NORTH LAS VEGAS

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF RENO

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF WEST WENDOVER

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF FERNLEY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CITY OF ELY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF SPARKS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EXHIBIT A

LOCAL GOVERNMENT	COURT	CASE NO.
Carson City	1 st Judicial District Court	20TRT00471B
Clark County	8 th Judicial District Court	A-17-765828-C <i>Transferred to MDL</i>
Churchill County	10 th Judicial District Court	20-10DC-0805
Douglas County	9 th Judicial District Court	2020CV00139
Elko County		
Esmeralda County	5 th Judicial District Court	CV20-5117
Eureka County		
Humboldt County	6 th Judicial District Court	CV0022306
Lander County		
Lincoln County	7 th Judicial District Court	CV0702620
Lyon County	3 rd Judicial District Court	20-CV-00795
Nye County	MDL	1:18-op-46238-DAP
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Mineral County	11 th Judicial District Court	21CV-TT12-2020-0104
Pershing County		
Storey County		
Washoe County	2 nd Judicial District Court	CV20-01142
White Pine County	7 th Judicial District Court	CV-2007076
City of West Wendover	4 th Judicial District Court	DC-CV-20-70

EXHIBIT A

City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>

EXHIBIT B

LITIGATING CITIES AND DISTRICTS	COURT	CASE NO.
City of West Wendover	4 th Judicial District Court	DC-CV-20-70
City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795

EXHIBIT C

DEFENDANTS
A&H KATSCHKE LTD dba MEADOW VALLEY PHARMACY
ACTAVIS INC f/k/a WATSON PHARMACEUTICALS INC
ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC
ACTAVIS PHARMA, INC.
ACTAVIS, LLC
ADAM KATSCHKE
AIDA B MAXAM
ALEC BURLAKOFF
ALEJANDRO JIMINEZ INCERA
ALLERGAN FINANCE, LLC (fka ACTAVIS, INC. fka WATSON PHARMACEUTICALS, INC.)
ALLERGAN INC
ALLERGAN PLC f/k/a ACTAVIS PLC
ALLERGAN USA INC
AMERICAN DRUG STORES
AMERISOURCEBERGEN DRUG CORPORATION
ANDA PHARMACEUTICALS, INC.
ANDA, INC
BAILY STORES LLC dba PROFESSIONAL PHARMACY
BEACON COMPANY
BEVERLY SACKLER
BOB TUCKER, INC. dba BOB TUCKER'S UNITED DRUG
C&R PHARMACY d/b/a KEN'S PHARMACY f/k/a LAM'S PHARMACY
CARDINAL HEALTH 105, INC.
CARDINAL HEALTH 108 LLC D/B/A METRO MEDICAL SUPPLY
CARDINAL HEALTH 108, LLC
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 414, LLC
CARDINAL HEALTH 6 INC
CARDINAL HEALTH INC.
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH TECHNOLOGIES
CARDIOLOGY PC
CEPHALON, INC.
CVS HEALTH CORP.
CVS INDIANA
CVS PHARMACY, INC.

EXHIBIT C

CVS RX SERVICES INC
CVS TN DISTRIBUTION LLC
DAVID A. SACKLER
DEPOMED, INC
DEREK BRADDIX, APRN
DEVENDRA I. PATEL
DEVENDRA I. PATEL
ECONOMY DRUG
ECONOMY DRUG INC
ENDO HEALTH SOLUTIONS INC.
ENDO INTERNATIONAL PLC
ENDO PHARMACEUTICALS, INC.
GARY C RIDENOUR A PROFESSIONAL CORPORATION dba HIGH DESERT CLINIC
GARY C RIDENOUR dba HIGH DESERT CLINIC
GARY C. RIDENOUR MD
HOLPER OUT-PATIENTS MEDICAL CENTER, LTD
HORACE PAUL GUERRA IV
ILENE SACKLER LEFCOURT
INCERA LLC
INCERA-IUVENTUS MEDICAL GROUP PC
INSYS THERAPEUTICS, INC.
JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN KAPOOR
JOHNSON & JOHNSON
JOLLY'S DRUG STORE LLC dba JOLLY'S DRUG STORE
JONATHAN D. SACKLER
JOSEPH A ROWAN
KATHE A. SACKLER
KROGER LIMITED PARTNERSHIP II D/B/A PEYTON'S NORTHERN
LONGS DRUG STORE CALIFORNIA LLC
MALLINCKRODT BRAND PHARMACEUTICALS INC
MALLINCKRODT LLC
MALLINCKRODT PLC
MALLINCKRODT US HOLDINGS, INC.
MASTERS PHARMACEUTICAL, LLC. f/k/a MASTERS PHARMACEUTICAL INC
MCKESSON CORPORATION
MICHAEL BABICH

EXHIBIT C

MORTIMER D.A. SACKLER
NORAMCO, INC.
OMNICARE DISTRIBUTION CENTER LLC
ORTHOMCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC
P.F. LABORATORIES, INC.
PAR PHARMACEUTICAL COMPANIES.
PAR PHARMACEUTICAL, INC.
PATEL NORTH EASTERN NEVADA
PATEL NORTHEASTERN NEVADA CARDIOLOGY PC
PLP ASSOCIATES HOLDINGS L.P.
PURDUE HOLDINGS, L.P.
PURDUE PHARMA L.P.
PURDUE PHARMA, INC.
PURDUE PHARMACEUTICALS LP
RAND FAMILY CARE LLC
REX DRUG CO. dba REX DRUG
RICHARD M SIMON
RICHARD S. SACKLER
RITE AID CORPORATION
RITE AID OF MARYLAND, INC. D/B/A RITE AID MID-ATLANTIC CUSTOMER SUPPORT CENTER, INC.
ROBERT D. HARVEY
ROBERT GENE RAND
ROSEBAY MEDICAL COMPANY L.P.
SAFEWAY INC. dba SAFEWAY PHARMACY #2255
SCOLARI'S FOOD & DRUG COMPANY aka SCOLARI'S PHARMACY #23
SCOLARI'S WAREHOUSE MARKETS, INC.
SHOUPING LI
SMITH'S FOOD & DRUG CENTERS, INC. D/B/A PEYTON'S PHOENIX
SPECGX LLC
STEVEN A HOLPER MD PROFESSIONAL CORPORATION;
STEVEN A. HOLPER
SUNRISE LEE
TEVA PHARMACEUTICAL INDUSTRIES, LTD.
TEVA PHARMACEUTICALS USA.
THE KROGER CO
THE PILL BOX LLC dba THE PILL BOX

EXHIBIT C

THE PURDUE FREDERICK COMPANY, INC. d/b/a THE PURDUE FREDERICK COMPANY INC.
THE PURDUE FREDERICK COMPANY, INC.
THERESA SACKLER
THRIFTY PAYLESS, INC
WALGREEN CO.
WALGREEN EASTERN CO., INC
WALGREENS BOOTS ALLIANCE, INC.;
WALMART INC.
WATSON LABORATORIES, INC.
WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.

EXHIBIT D


LOCAL GOVERNMENTS ALLOCATION (38.77%)	
Government Entity	Percentage
CARSON CITY	1.075935%
CHURCHILL COUNTY	0.326145%
CLARK COUNTY	66.975937%
DOUGLAS COUNTY	1.045568%
ELKO COUNTY	0.637853%
ESMERALDA COUNTY	0.047413%
EUREKA COUNTY	0.143721%
HUMBOLDT COUNTY	1.000680%
LANDER COUNTY	0.548128%
LINCOLN COUNTY	0.198633%
LYON COUNTY	0.685710%
MINERAL COUNTY	0.734928%
NYE COUNTY	1.026687%
PERSHING COUNTY	0.514733%
STOREY COUNTY	0.130572%
WASHOE COUNTY	6.841995%
WHITE PINE COUNTY	1.235851%
BOULDER CITY	0.214114%
ELY CITY	0.009582%
FERNLEY CITY	0.020925%
HENDERSON CITY	3.333451%
LAS VEGAS CITY	6.835696%
MESQUITE CITY	0.212146%
NORTH LAS VEGAS CITY	3.512749%
RENO CITY	1.963939%
SPARKS CITY	0.615879%
WEST WENDOVER CITY	0.081671%
CENTRAL LYON FIRE PROTECTION DISTRICT	0.021854%
NORTH LYON FIRE PROTECTION DISTRICT	0.007505%

EXHIBIT E

MEDICAID MATCH ALLOCATION (17.37%) (65:14:21 - Population)	
Government Entity	Percentage
CARSON CITY	3.434222%
CHURCHILL COUNTY	1.529849%
CLARK COUNTY	65%
DOUGLAS COUNTY	3.003624%
ELKO COUNTY	3.241494%
ESMERALDA COUNTY	0.053617%
EUREKA COUNTY	0.124616%
HUMBOLDT COUNTY	1.033718%
LANDER COUNTY	0.339762%
LINCOLN COUNTY	0.318327%
LYON COUNTY	3.532121%
MINERAL COUNTY	0.276686%
NYE COUNTY	2.857327%
PERSHING COUNTY	0.413033%
STOREY COUNTY	0.253224%
WASHOE COUNTY	14%
WHITE PINE COUNTY	0.588380%

EXHIBIT F

LITIGATING COUNTIES ALLOCATION	
Government Entity	Percentage
CARSON CITY	1.325117%
CHURCHILL COUNTY	0.401679%
CLARK COUNTY	82.487271%
DOUGLAS COUNTY	1.287717%
ESMERALDA COUNTY	0.058394%
HUMBOLDT COUNTY	1.232434%
LINCOLN COUNTY	0.244635%
LYON COUNTY	0.844517%
MINERAL COUNTY	0.905134%
NYE COUNTY	1.264463%
WASHOE COUNTY	8.426571%
WHITE PINE COUNTY	1.522068%

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 9/19/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Discussion and possible approval of Subdivision Participation and Release Form which will have the effect of releasing Teva, Ltd (Teva) from all claims against Teva arising out of the opioid epidemic in Storey County. By signing the Subdivision Participation and Release Form, the County is joining in the Settlement Agreement and Release and is entitled to the benefits and is subject to the burdens of that Agreement. The purported amount of the settlement will be \$145,960,024.00 to be paid over 15 years of which Storey Counties allocation is \$134,816.00.
- **Recommended motion:** I _____ (commissioner) move to approve Subdivision Participation and Release Form with Teva and authorize the chairman to sign.
- **Prepared by:** KEITH LOOMIS

Department: **Contact Number:** 7758470964

- **Staff Summary:** Lawyers representing the State of Nevada and a variety of Nevada's cities and counties are recommending a settlement agreement with Teva, Ltd. in the opioid litigation. The purported amount of the settlement is \$145,960,024.00 to be paid to the State of Nevada over a fifteen-year period. The State will in turn allocate the recoveries among the State, the counties, the cities and some smaller government entities in accordance with One Nevada Agreement on allocation of Opioid Recoveries which Storey County signed on August 3, 2021 (attached). Storey County's allocation of the funds is \$134,816.00 payable over the fifteen-year period. In order for the settlement to proceed, all of Nevada's counties, cities, other government entities and the State of Nevada are required to sign off on a release of all claims against the distributors. This includes the counties and cities which have not initiated litigation against Teva, Ltd. such as Storey County.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

EXHIBIT B

Subdivision Participation and Release Form

Governmental Entity:	State: Nevada
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release (“*Teva-Nevada Settlement*”) between Teva, Ltd. (“*Teva*”) and the State of Nevada (“*State*” or “*Nevada*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva-Nevada Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva-Nevada Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Teva-Nevada Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than the ninety (90) days after the Execution Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Teva-Nevada Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Teva-Nevada Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, Annual Attorney Fees Payments and Annual Remediation Payments through the One Nevada Agreement on Allocation of Opioid Recoveries beginning as provided therein.
5. The Governmental Entity agrees to use any monies it receives through the Teva-Nevada Settlement solely for the purposes provided therein.

6. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva-Nevada Settlement, including without limitation all applicable provisions of Section VI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva-Nevada Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva-Nevada Settlement shall be a complete bar to any Released Claim.
7. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva-Nevada Settlement.
8. In connection with the releases provided for in the Teva-Nevada Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

9. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva-Nevada Settlement.

10. Nothing herein is intended to modify in any way the terms of the Teva-Nevada Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Teva-Nevada Settlement in any respect, the Teva-Nevada Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada through its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in opioid-related litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, and/or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to remediate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this One Nevada Agreement on Allocation of Opioid Recoveries (“Agreement”) relating to the resolution or partial resolution of opioid-related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:

A. Definitions

As used in this Agreement:

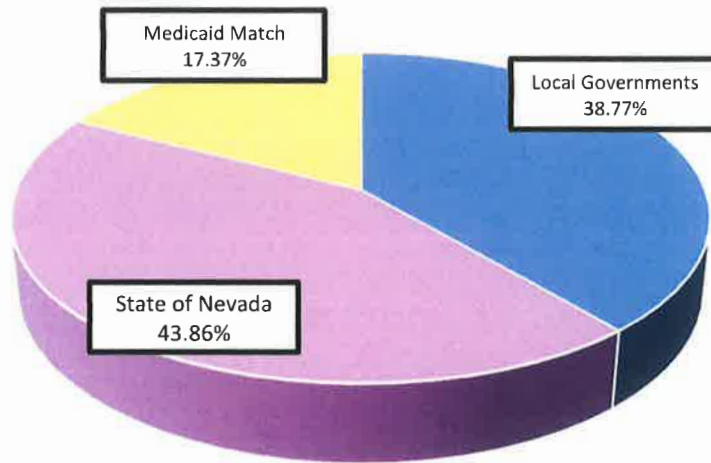
1. The "State" or "State of Nevada" shall mean the State of Nevada acting through its Attorney General.
2. "Local Governments" shall mean the Local Governments listed in **Exhibit A**, attached.
3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;
4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;
5. "Litigating Cities and Districts" shall mean the Cities and Districts listed in **Exhibit B**, attached;
6. "Counsel" shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts for their respective opioid-related litigation.
7. "The Parties" shall mean the State of Nevada and the Local Governments.
8. "Defendant" or "Defendants" shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in **Exhibit C**, attached.
9. "Lead Litigator Costs" shall mean the costs incurred to date for opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities

and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted, and only if determined to be recoverable, against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.
11. "Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members") in their respective opioid-related litigation.
12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in **Exhibit C**, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related litigation in **Exhibit C** to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.
13. "Approved Purposes" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 (SB 390) as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court that are not otherwise inconsistent with SB 390.

B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.
2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:



(pie chart for illustrative purposes)

- 1) **"State of Nevada Allocation"**: 43.86% to the State of Nevada;
- 2) **"Local Governments Allocation"**: 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in **Exhibit D**, attached; and
- 3) **"Medicaid Match Allocation"**: 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: **a)** 65% to Clark County, **b)** 14% to Washoe County, and **c)** 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in **Exhibit E**, attached.

3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.
4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.
5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.
6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.
7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.
8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of

this Agreement. The total amount of the fee adjustment deducted pursuant to this paragraph shall then be allocated to the Litigating Counties by total percentage of claims data for those Litigating Counties as outlined in **Exhibit F**, attached.

9. In the event a Local Government merges, dissolves, ceases to exist, opioid-related litigation is dismissed with prejudice including the exhaustion of any and all appeals related to the Court's order of dismissal, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:
 - a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District's allocated share shall be added to the share of the County in which the Litigating City or District is located in addition to the County's allocated share.
 - b. If a Local Government excluded under this paragraph is a County, then that County's allocated share shall be added to the State's share minus the allocated shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.
10. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on **Exhibit C**, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.
11. The State of Nevada's share of Recoveries, after deduction of any remaining costs and attorney fees, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).

12. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Governments to pursue its own claims against any Defendant through that Parties' separate opioid-related litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants in the State of Nevada or Local Governments opioid-related litigation for the benefit of all Parties to this Agreement.

C. Waiver of Conflict of Interest. Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel's representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. Reporting. Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, to the attention of Mark J. Krueger, Chief Deputy Attorney General at mkrueger@ag.nv.gov, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

E. Miscellaneous

1. **Construction.** With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall

be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.
5. **Amendments.** Any and all amendments to this Agreement must be in writing which must be signed by all Parties and must be approved by their respective Commissions, Councils, or Boards.
6. **Signature in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.
7. **Legal Advice.** The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively "Government Attorneys") and the

Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties' opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this _____ day of _____, 2021.

STATE OF NEVADA

By: _____
NEVADA ATTORNEY GENERAL

Dated: _____

CHURCHILL COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

CLARK COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

DOUGLAS COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

ELKO COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

ESMERALDA COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

EUREKA COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

HUMBOLDT COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

LANDER COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

LINCOLN COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

LYON COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

MINERAL COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

PERSHING COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

STOREY COUNTY

By:  _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: Aug 3, 2021

WASHOE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WHITE PINE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

BOULDER CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NYE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CARSON CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF HENDERSON

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF LAS VEGAS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF MESQUITE

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF RENO

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF FERNLEY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF ELY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF SPARKS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EXHIBIT A

LOCAL GOVERNMENT	COURT	CASE NO.
Carson City	1 st Judicial District Court	20TRT00471B
Clark County	8 th Judicial District Court	A-17-765828-C <i>Transferred to MDL</i>
Churchill County	10 th Judicial District Court	20-10DC-0805
Douglas County	9 th Judicial District Court	2020CV00139
Elko County		
Esmeralda County	5 th Judicial District Court	CV20-5117
Eureka County		
Humboldt County	6 th Judicial District Court	CV0022306
Lander County		
Lincoln County	7 th Judicial District Court	CV0702620
Lyon County	3 rd Judicial District Court	20-CV-00795
Nye County	MDL	1:18-op-46238-DAP
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Mineral County	11 th Judicial District Court	21CV-TT12-2020-0104
Pershing County		
Storey County		
Washoe County	2 nd Judicial District Court	CV20-01142
White Pine County	7 th Judicial District Court	CV-2007076
City of West Wendover	4 th Judicial District Court	DC-CV-20-70

EXHIBIT A

City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>

EXHIBIT B

LITIGATING CITIES AND DISTRICTS	COURT	CASE NO.
City of West Wendover	4 th Judicial District Court	DC-CV-20-70
City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795

EXHIBIT C

DEFENDANTS
A&H KATSCHKE LTD dba MEADOW VALLEY PHARMACY
ACTAVIS INC f/k/a WATSON PHARMACEUTICALS INC
ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC
ACTAVIS PHARMA, INC.
ACTAVIS, LLC
ADAM KATSCHKE
AIDA B MAXAM
ALEC BURLAKOFF
ALEJANDRO JIMINEZ INCERA
ALLERGAN FINANCE, LLC (fka ACTAVIS, INC. fka WATSON PHARMACEUTICALS, INC.)
ALLERGAN INC
ALLERGAN PLC f/k/a ACTAVIS PLC
ALLERGAN USA INC
AMERICAN DRUG STORES
AMERISOURCEBERGEN DRUG CORPORATION
ANDA PHARMACEUTICALS, INC.
ANDA, INC
BAILY STORES LLC dba PROFESSIONAL PHARMACY
BEACON COMPANY
BEVERLY SACKLER
BOB TUCKER, INC. dba BOB TUCKER'S UNITED DRUG
C&R PHARMACY d/b/a KEN'S PHARMACY f/k/a LAM'S PHARMACY
CARDINAL HEALTH 105, INC.
CARDINAL HEALTH 108 LLC D/B/A METRO MEDICAL SUPPLY
CARDINAL HEALTH 108, LLC
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 414, LLC
CARDINAL HEALTH 6 INC
CARDINAL HEALTH INC.
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH TECHNOLOGIES
CARDIOLOGY PC
CEPHALON, INC.
CVS HEALTH CORP.
CVS INDIANA
CVS PHARMACY, INC.

EXHIBIT C

CVS RX SERVICES INC
CVS TN DISTRIBUTION LLC
DAVID A. SACKLER
DEPOMED, INC
DEREK BRADDIX, APRN
DEVENDRA I. PATEL
DEVENDRA I. PATEL
ECONOMY DRUG
ECONOMY DRUG INC
ENDO HEALTH SOLUTIONS INC.
ENDO INTERNATIONAL PLC
ENDO PHARMACEUTICALS, INC.
GARY C RIDENOUR A PROFESSIONAL CORPORATION dba HIGH DESERT CLINIC
GARY C RIDENOUR dba HIGH DESERT CLINIC
GARY C. RIDENOUR MD
HOLPER OUT-PATIENTS MEDICAL CENTER, LTD
HORACE PAUL GUERRA IV
ILENE SACKLER LEFCOURT
INCERA LLC
INCERA-IUVENTUS MEDICAL GROUP PC
INSYS THERAPEUTICS, INC.
JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN KAPOOR
JOHNSON & JOHNSON
JOLLY'S DRUG STORE LLC dba JOLLY'S DRUG STORE
JONATHAN D. SACKLER
JOSEPH A ROWAN
KATHE A. SACKLER
KROGER LIMITED PARTNERSHIP II D/B/A PEYTON'S NORTHERN
LONGS DRUG STORE CALIFORNIA LLC
MALLINCKRODT BRAND PHARMACEUTICALS INC
MALLINCKRODT LLC
MALLINCKRODT PLC
MALLINCKRODT US HOLDINGS, INC.
MASTERS PHARMACEUTICAL, LLC. f/k/a MASTERS PHARMACEUTICAL INC
MCKESSON CORPORATION
MICHAEL BABICH

EXHIBIT C

MORTIMER D.A. SACKLER
NORAMCO, INC.
OMNICARE DISTRIBUTION CENTER LLC
ORTHOMCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC
P.F. LABORATORIES, INC.
PAR PHARMACEUTICAL COMPANIES.
PAR PHARMACEUTICAL, INC.
PATEL NORTH EASTERN NEVADA
PATEL NORTHEASTERN NEVADA CARDIOLOGY PC
PLP ASSOCIATES HOLDINGS L.P.
PURDUE HOLDINGS, L.P.
PURDUE PHARMA L.P.
PURDUE PHARMA, INC.
PURDUE PHARMACEUTICALS LP
RAND FAMILY CARE LLC
REX DRUG CO. dba REX DRUG
RICHARD M SIMON
RICHARD S. SACKLER
RITE AID CORPORATION
RITE AID OF MARYLAND, INC. D/B/A RITE AID MID-ATLANTIC CUSTOMER SUPPORT CENTER, INC.
ROBERT D. HARVEY
ROBERT GENE RAND
ROSEBAY MEDICAL COMPANY L.P.
SAFEWAY INC. dba SAFEWAY PHARMACY #2255
SCOLARI'S FOOD & DRUG COMPANY aka SCOLARI'S PHARMACY #23
SCOLARI'S WAREHOUSE MARKETS, INC.
SHOUPING LI
SMITH'S FOOD & DRUG CENTERS, INC. D/B/A PEYTON'S PHOENIX
SPECGX LLC
STEVEN A HOLPER MD PROFESSIONAL CORPORATION;
STEVEN A. HOLPER
SUNRISE LEE
TEVA PHARMACEUTICAL INDUSTRIES, LTD.
TEVA PHARMACEUTICALS USA.
THE KROGER CO
THE PILL BOX LLC dba THE PILL BOX

EXHIBIT C

THE PURDUE FREDERICK COMPANY, INC. d/b/a THE PURDUE FREDERICK COMPANY INC.
--

THE PURDUE FREDERICK COMPANY, INC.

THERESA SACKLER

THRIFTY PAYLESS, INC

WALGREEN CO.

WALGREEN EASTERN CO., INC

WALGREENS BOOTS ALLIANCE, INC.;

WALMART INC.

WATSON LABORATORIES, INC.

WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.
--

EXHIBIT D

LOCAL GOVERNMENTS ALLOCATION (38.77%)	
Government Entity	Percentage
CARSON CITY	1.075935%
CHURCHILL COUNTY	0.326145%
CLARK COUNTY	66.975937%
DOUGLAS COUNTY	1.045568%
ELKO COUNTY	0.637853%
ESMERALDA COUNTY	0.047413%
EUREKA COUNTY	0.143721%
HUMBOLDT COUNTY	1.000680%
LANDER COUNTY	0.548128%
LINCOLN COUNTY	0.198633%
LYON COUNTY	0.685710%
MINERAL COUNTY	0.734928%
NYE COUNTY	1.026687%
PERSHING COUNTY	0.514733%
STOREY COUNTY	0.130572%
WASHOE COUNTY	6.841995%
WHITE PINE COUNTY	1.235851%
BOULDER CITY	0.214114%
ELY CITY	0.009582%
FERNLEY CITY	0.020925%
HENDERSON CITY	3.333451%
LAS VEGAS CITY	6.835696%
MESQUITE CITY	0.212146%
NORTH LAS VEGAS CITY	3.512749%
RENO CITY	1.963939%
SPARKS CITY	0.615879%
WEST WENDOVER CITY	0.081671%
CENTRAL LYON FIRE PROTECTION DISTRICT	0.021854%
NORTH LYON FIRE PROTECTION DISTRICT	0.007505%

EXHIBIT E

MEDICAID MATCH ALLOCATION (17.37%) (65:14:21 - Population)	
Government Entity	Percentage
CARSON CITY	3.434222%
CHURCHILL COUNTY	1.529849%
CLARK COUNTY	65%
DOUGLAS COUNTY	3.003624%
ELKO COUNTY	3.241494%
ESMERALDA COUNTY	0.053617%
EUREKA COUNTY	0.124616%
HUMBOLDT COUNTY	1.033718%
LANDER COUNTY	0.339762%
LINCOLN COUNTY	0.318327%
LYON COUNTY	3.532121%
MINERAL COUNTY	0.276686%
NYE COUNTY	2.857327%
PERSHING COUNTY	0.413033%
STOREY COUNTY	0.253224%
WASHOE COUNTY	14%
WHITE PINE COUNTY	0.588380%

EXHIBIT F

LITIGATING COUNTIES ALLOCATION	
Government Entity	Percentage
CARSON CITY	1.325117%
CHURCHILL COUNTY	0.401679%
CLARK COUNTY	82.487271%
DOUGLAS COUNTY	1.287717%
ESMERALDA COUNTY	0.058394%
HUMBOLDT COUNTY	1.232434%
LINCOLN COUNTY	0.244635%
LYON COUNTY	0.844517%
MINERAL COUNTY	0.905134%
NYE COUNTY	1.264463%
WASHOE COUNTY	8.426571%
WHITE PINE COUNTY	1.522068%



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 9/19/2023 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. Ace Rental and Sales. – Contractor / 5625 Manchester Ave. ~ St. Louis, MO
- B. Authentic Roofing LLC – Contractor / 1079 Spoonbill Dr. ~ Sparks, NV
- C. Copper Mountain Construction LLC – Contractor / 2449 Lawry Dr. Sparks, NV
- D. Crazy Calamities LLC – General / 355 N. F St. ~ Virginia City, NV
- E. New Mountain Excavating Inc. – Contractor / 7383 Windmill Dr. ~ Reno, NV
- F. Structures Inc. – Contractor / 5224 E Us Hwy 50 ~ Carson City, NV
- G. Sun Source Energy LLC – Contractor / 5580 W. Flamingo Rd. #101 ~ Las Vegas, NV
- H. SX VC LLC (Temp Vendor/Retail) – General / 5 N. C St. ~ Virginia City, NV
- I. TDC Management LLC – Out of County / 241 Ridge St. Ste 410 ~ Reno, NV
- J. TowerCo 2013, LLC – Out of County / 5000 Valleystone Dr. Ste. 200 ~ Cary, NC
- K. Victory Glass, LLC – Contractor / 425 Western Rd. Ste. 109 ~ Reno, 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

September 11, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 19, 2023**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Ace Rental and Sales.** – Contractor / 5625 Manchester Ave. ~ St. Louis, MO
- B. Authentic Roofing LLC** – Contractor / 1079 Spoonbill Dr. ~ Sparks, NV
- C. Copper Mountain Construction LLC** – Contractor / 2449 Lawry Dr. Sparks, NV
- D. Crazy Calamities LLC** – General / 355 N. F St. ~ Virginia City, NV
- E. New Mountain Excavating Inc.** – Contractor / 7383 Windmill Dr. ~ Reno, NV
- F. Structures Inc.** – Contractor / 5224 E Us Hwy 50 ~ Carson City, NV
- G. Sun Source Energy LLC** – Contractor / 5580 W. Flamingo Rd. #101 ~ Las Vegas, NV
- H. SX VC LLC (Temp Vendor/Retail)** – General / 5 N. C St. ~ Virginia City, NV
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- J. TowerCo 2013, LLC** – Out of County / 5000 Valleystone Dr. Ste. 200 ~ Cary, NC
- K. Victory Glass, LLC** – Contractor / 425 Western Rd. Ste. 109 ~ Reno, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office