	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 3/5/2024 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 March 5, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: **Contact Number:** 7758470968

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

_____ Department Head _____ County Manager	Department Name: Other Agency Review: _____
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- **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: 3/5/2024 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 January 16, 2024, 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

1/16/2024 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, ✓ District Attorney Anne Langer, ✓ Clerk & Treasurer Jim Hindle,
✓ County Manager Austin Osborne, ✓ Deputy District Attorney Brian Brown

□ Assessor Jana Seddon
✓ Justice of the Peace Eileen Herrington
✓ Recorder Dru McPherson
✓ Sheriff Mike Cullen
✓ County Administrative Officer Honey Coughlin
✓ Fire Chief Jeremy Loncar
✓ Comptroller Jennifer McCain
✓ Business Development Manager Lara Mather
✓ Community Development Director Pete Renaud
✓ Emergency Management Director Adam Wilson

✓ Human Resources 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: 78

In-Person: 42

Zoom: 36

NOTE: District Attorney Ann Langer noted that Call the Meeting to Order was not on the agenda as it usually is. It is not a violation of the Open Meeting Law as it is an administrative function. The meeting was called to order at 10:04 am.

1. PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT (No Action): None

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the January 16, 2024, 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 December 5th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Minutes for our Dec. 5, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the December 19th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Minutes for our Dec. 19, 2023, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. CONSENT AGENDA FOR POSSIBLE ACTION:

I. Justice Court Quarterly Report to the County Commissioners.

II. Consideration to reappoint Jason Wierzbicki to serve on the Nevada Rural Water Association Board for the 2024 calendar year.

Public Comment: None

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

7. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 24-717 recognizing and commending Storey County employees who have served 10 or more years of service to the county.

County Manager Austin Osborne, speaking for Human Resource Director Brandie Lopez, said the proposed resolution recognizes and commends Storey County employees who have served 10 or more years of service to Storey County. Honored today are District Attorney Anne Langer and Sheriff's Office employee Doreayne Nevin. Mr. Osborne read the proclamation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 24-717 recognizing and commending Storey County employees who have served 10 or more years of service to the county. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

8. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 24-718 recognizing and commending a Storey County employee who has served 15 years of service to the county.

Mr. Osborne said the commendation proposed resolution recognizes and commends a Storey County employee who has given 15 years of service to the county. Honored today is Sgt. Dan Gaunt of the Sheriff's Office. Mr. Osborne read the proclamation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 24-718 recognizing and commending Storey County employees who have served 15 or more years of service to the county. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

Fire District Chief Jeremy Loncar

- The district is burning slash piles at the Virginia City Highlands Station 72.

Public Works Director Jason Wierzbicki

- The department used a split crew and the snowblower during the last snowstorm and received compliments for their actions.

Business Development Manager Lara Mather

- The office is working on 2025 federal project funding requests and will take meeting minutes to the appropriate government officials as evidence of priority and need.

Administrative Officer Honey Caughlin

- The Long Valley Creek grant is coming to project completion.
- Phase II of the Comstock Historic District Survey is being done. Requests have been made for proposals from historic preservation consultants. The staff is working with the

Comstock Historic District and the State Historic Preservation Office to choose a project consultant.

- The Fairgrounds are at 30 percent completion for surveying and mapping.
- The Lockwood Senior Center project has gone out for permitting.
- Progress is being made on the Fire Station #71 project in Virginia City.

Emergency Management Director Adam Wilson

- Federal Emergency Management Agency projects have been stalled due to issues stemming from the fire in Maui, HI. Though Storey County staff were the first to turn in projects, it will still be several months before any decisions are made.
- Quad County Emergency Managers will go to an Emergency Planning meeting in Las Vegas.
- Kansas is getting a gigafactory, and will visit Storey County to find out some of the lessons learned from the one that was built here.
- We are working with the clerk on the continuity of operations plan for elections. It will be ready in time for the Presidential Primary Election.
- Next Wednesday is Emergency Operations Center training for county employees.

Tourism Director Todd Tuttle

- 2024 event calendars are done and are available at the Visitors Center.
- Staff will be attending an American Bus Association conference to promote bus tours to the Comstock.
- Jan. 18 is bingo at Piper's Opera House.
- Staff are welcoming tour operators on Jan. 28 to promote the Comstock to international tourists.
- On Feb. 12 from 12-5 p.m., will be the Devil Made Me Do It Saloon Crawl. Most packages with hotels are sold out. The later start is to keep people in town to have dinner.
- March 16 is the Rocky Mountain Oyster Fry, and C Street will be closed that day. The St. Patrick's Day Parade is at noon.
- April 13 is the Father-Daughter Day and Dance. Tickets selling out fast.

Comptroller Jenniver McCain

- The county is officially in budget season and comments are invited.

Sr. Planner Kathy Canfield

- A townhall meeting on Long Valley Creek Hazard Mitigation will be at 5:30 p.m. Jan. 25, 2024, at the Rainbow Bend Clubhouse in Lockwood.

IT Director James Deane

- Working with the assessor to replace the SQL server, saving \$24,000 by purchasing it this budget year.
- Fiber optic upgrade at new sheriff's station in Lockwood is nearing completion.
- There will be a website update in 30 days.

Community Development Director Pete Renaud

- Three employees are attending seminars/training in the Sacramento area.

County Manager Austin Osborne

- The Capital Improvement Plan is developing.
- The Sheriff's office is putting full-time security in county offices.

Clerk-Treasurer's Office

- The Board of Equalization will meet Jan. 17 at 2:30 p.m. and Feb. 21st and possibly 22nd.
- Sample ballots should be arriving in people's mailboxes for the Presidential Preference Primary. Mail ballots will go to registered Republicans or Democrats only. If anyone is nonpartisan and would like to change their registration, Jan. 23 is the deadline in order to vote in the Presidential Primary Election (the PPP).
- Early voting for the PPP starts Sat., Jan. 27, from 10 a.m. to 2 p.m. at the Lockwood Fire Station and at the Slammer. There will also be early voting Monday through Friday beginning Feb. 2 at the Slammer in the Courthouse in Virginia City.
- The Enterprise Jury Management System for District Court is going smoothly. The new judge, Judge Luis, will be in Virginia City on Friday at 9 a.m. for those who would like to meet her.
- The office is still working to get a replacement staff for the Vehicle Registration service contracted from the Department of Motor Vehicles.

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

- Commissioner Mitchell pointed out the outstanding job our crews did handling the recent snow.
- Commissioner Carmona recognized those who have passed; former Comstock Chronicle editor Angela Mann and Virginia City Highlands resident Tom Peevers.

11. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to authorize Storey County Business Development to reallocate \$2,000 of budgeted and available funds from the Capital Outlay account to host regional attendees at the National Association of Counties annual Legislative conference.

Business Development Officer Lara Mather said she and Commissioner Clay Mitchell will be attending the National Association of Counties annual Legislative Conference in February 2024.

They would plan to host a group of elected officials from the surrounding counties to discuss county and regional planning for appetizers and discussions. This has an educational as well as promotional purpose.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the authorization for Storey County Business Development to reallocate \$2,000 of budgeted and available funds from the Capital Outlay account to host regional attendees at the National Association of Counties annual Legislative conference. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

12. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible consideration approving payment to DP Operating Partners, L.P. on July 1, 2024, pursuant to TRI Reimbursement Voucher #2, an infrastructure reimbursement voucher for certain rail improvements in the amount of \$781,101.26 to DP Operating Partners, L.P. in accordance with the Storey County/Tahoe-Reno Industrial Center development agreement.

Commissioner Gilman recused himself due to his holding a pecuniary interest in TRI.

Comptroller Jennifer McCain said this was approved during a January 2023 meeting, to instruct the comptroller to put it in the budget for the next fiscal year.

District Attorney Anne Langer said Mr. Dermody of DP Operating Partners LP had allowed the payment that was vouchered in August to avoid augmentation to a budget.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve payment to DP Operating Partners, L.P. on July 1, 2024, pursuant to TRI Reimbursement Voucher #2, an infrastructure reimbursement voucher for certain rail improvements in the amount of \$781,101.26 to DP Operating Partners, L.P. in accordance with the Storey County/Tahoe Reno Industrial Center development agreement. **Seconded by:** Jay Carmona. **Vote:** Motion passed 2-0.

13. DISCUSSION/FOR POSSIBLE ACTION: Consideration of letters of interest and the appointment of a planning commissioner to represent At-Large position on the Storey County Planning Commission.

Planning Manager Kathy Canfield said there were three applications for the At-Large position. The staff interviewed all three, all were qualified, and recommends the appointment of Carlos Negrete to serve as representative At-Large on the planning commission for a term of four years.

Commissioner Carmona asked if any or all applicants would like to speak.

Mr. Joe Charmassan said he had property in Virginia City and the Highlands Ranches, and his wife provides tax prep service for the Senior Center. He has a background in the construction trades. He has served on numerous boards and offered expert witness testimony. He said he has attended all the Planning Commission meetings and promoted himself as a candidate for the At-Large role.

Commissioner Carmona said he has known one of the candidates, David Yenne, for five years, and though he values staff recommendations, his choice would be Mr. Yenne, and asked that Mr. Yenne be considered. Commissioner Mitchell said he preferred Mr. Charmassan but would support Mr. Yenne if nominated.

Ms. Langer said the board was fine with going outside staff recommendations.

Public Comment: None

Motion: In accordance with the recommendation by staff, I, Commissioner Carmona, move to appoint David Yenne to represent At-Large position on the Storey County Planning Commission. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

14. DISCUSSION/FOR POSSIBLE ACTION: Consideration of letter of interest and the appointment of a planning commissioner to serve a term representing Precinct 4 (Mark Twain District) on the Storey County Planning Commission.

Ms. Canfield said at the last meeting the board appointed Adrienne Baugh, but she expressed a desire to step down. She said that since that action staff interviewed Denise Victorine, and reached out to Ms. Baugh, who approved, and asked that they appoint Ms. Victorine as Ms. Baugh will resign to vacate the seat.

Public Comment: None

Motion: In accordance with the recommendation by staff, I, Commissioner Mitchell, move to appoint Denise Thrower Victorine to represent Precinct 4 (Mark Twain District) on the Storey County Planning Commission, subject to the resignation of the current occupant of that seat. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

15. DISCUSSION/FOR POSSIBLE ACTION: File no. 2023-049 Zone Map Amendment. The applicant is requesting a Zone Map Amendment to rezone two parcels of land zoned Forestry to I2 Heavy Industrial. No modifications to the existing site conditions are proposed with this zone map amendment application. The property is located west of USA Parkway at the Storey County/Lyon County boundary, Storey County, Nevada, and has Assessor's Parcel Numbers 004-171-20 and 004-181-10.

Ms. Canfield said this is a rezoning application for two properties of about 1500 acres, located west of USA Parkway on the Storey/Lyon County line. This is not a development proposal, just zoning. The department received one email in support of the rezoning.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the planning commission, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Zone Map Amendment (File 2023-049) to rezone two parcels of land zoned Forestry to I2 Heavy Industrial. No modifications to the existing site conditions are proposed with this zone map amendment application. The property is located west of USA Parkway at the Storey County/Lyon County boundary, Storey County, Nevada, and has Assessor's Parcel Numbers 004-171- 20 and 004-181-10. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

- 17. DISCUSSION/FOR POSSIBLE ACTION:** Annual review and evaluation of the performance of Jeremy Loncar, Storey County Fire Chief, for the time period of December 21, 2022, through December 21, 2023. The Board may, without further notice, take administrative action against Jeremy Loncar, Fire Chief, 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. Loncar. At the end of the annual performance evaluation, the Board may modify existing goals and objectives of the Fire Chief's job; determine whether or not to provide a merit increase, bonus, or other compensation adjustment; take adverse administrative action up to and including termination; or any other such action deemed warranted by the Board.

Human Resources Director Brandie Lopez said Chief Loncar has been notified of all of his rights and that this format is the same as was used previously.

Commissioner Carmona asked if the board would like to do an overview or point-by-point discussion. Commissioners Gilman and Mitchell preferred an overview.

Commissioner Gilman said the evaluation was excellent and he was very supportive of Chief Loncar's self-evaluation. Commissioner Mitchell said he was supportive of the chief's efforts to involve younger members of the staff in the community.

Commissioner Carmona said he gave the chief an excellent rating. He noted that there was virtually no more turnover in the Fire District.

Chief Loncar credited his staff and said he likes to bolster little things, and was always about community.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move at this time to conclude this performance evaluation with a determination of excellent as to his performance and award a merit increase as is typical. To award a 1 step merit increase. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

19. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of the second reading for On-Sale/Off-Sale Liquor License. Applicant is Jaswinder Singh, Comstock Meadows RV Park & Mini Mart located at 580 East Sydney Drive, McCarran, NV.

Sgt. Frank Valdez said Mr. Singh's investigation showed no disqualifiers.

Public Comment: None

Motion I, Commissioner Mitchell, move to approve the second Reading On-Sale/Off-Sale Liquor License. Applicant is Jaswinder Singh, Comstock Meadows RV Park & Mini Mart, located at 580 East Sydney Drive, McCarran, NV. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

21. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of a non-budgeted position in the Clerk & Treasurer's Office with the approximate cost of \$38,300 in wages and \$35,800 in benefits that may cause an augmentation at the end of the year.

Clerk-Treasurer Jim Hindle said that the activity and volume of his office has changed. It is taking in more receipts; District Court is handling more cases and election responsibilities have exponentially increased. The Secretary of State has tripled its staff, and the Office is looking to bring on a new position to coordinate and plan elections. Comptroller McCain and Human Resources Director Lopez have been working with the Clerk & Treasurer and agree with this proposal. The impact on the Office's budget for the balance of the year is up to \$74,100.

Ms. McCain said it is important to add this management analysis position in grade 131, step 5, with a possible \$20,000 extended budget which was for things that didn't come to fruition. She

was unsure of the actual amount of the surplus; that it depends on when the person is hired. Augmentation will come in June.

Mr. Hindle said the plan is to look for and recruit someone with elections experience to hit the ground running.

Public Comment: Hugh Gallagher said there were no attachments in the packet. He said that previous clerk-treasurers accomplished all tasks because they cross-trained. Business was growing through their time in the office as well. He said DMV has been a problem forever. He said he didn't mind giving the clerk/treasurer a person in the short term, but was against it in the long term.

Commissioner Carmona said that for commissioners, employee retention is important, and if citizens think there are too many employees, then they should not expect to get quick service. The workload is immense. Commissioner Mitchell blamed unfunded mandates burdening local governments for the need to add staff.

Ms. McCain said that the county is continually growing, and the types of employees are changing. She said people are no longer able to wear many hats. She said the county has granted many departments additional employees and the Clerk & Treasurer's Office has not increased staff in several years.

Public Comment: None

Motion I, Commissioner Mitchell, move to approve a non-budgeted position in the Clerk & Treasurer's Office with the approximate cost of \$38,300 in wages and \$35,800 in benefits that may cause an augmentation at the end of the year. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

22. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to authorize Storey County staff to enter into an agreement with Construction Materials Engineers, Inc. (CME) for Construction Management of the Lockwood Senior Center Rebuild Project at the cost of \$556,005.00.

Honey Coughlin said staff sent a Request for Qualifications to select a firm for Construction Management, special testing and inspection, reporting, and other services for the Lockwood Senior Center Rebuild project. Construction Materials Engineers, Inc. (CME) was chosen by the RFQ review committee. CME has submitted their estimate for Scope of Services (SOS). It should be noted that CME's SOS is a complement to the services which are already in provision by contract with Lumos & Associates for the design portions of the project. Ms. Coughlin also corrected the amount in the agenda item from 565,000 to the correct \$556,000 amount.

Public Comment: None

Motion I, Commissioner Mitchell, move to approve Storey County staff to enter into an agreement with Construction Materials Engineers, Inc. (CME) for Construction Management of the Lockwood Senior Center Rebuild Project at the cost of \$556,005.00. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

23. DISCUSSION/FOR POSSIBLE ACTION: Review, receive public comment, and approve draft Storey County RFP (Request for Proposal) seeking a successor to the Storey County Solid Waste Collection Services Franchise Agreement, and other properly related matters. This item was continued at the 01/02/24 board meeting to allow further discussion.

Joe Sloan of Sloan Vasquez McAfee said his team have negotiated and received three bids. Two bids were deemed responsive to the RFP in its entirety and scoring was based on an evaluation criterion developed by the board. At the end it was a photo finish.

Carmona asked for input from the two finalists, who had 10 minutes to speak.

Kendra Kostelecky from Waste Management said it is constantly striving to correct mistakes and improve performance. Storey County's business is important. She said WM was the leading provider and gave a presentation on what WM had to offer. She said customers should see savings from WM, and was confident the company can meet the needs of the county. She gave the telephone number 775-343-7945 for public inquiry and feedback. She said trucks would be dedicated to Storey County and WM can also be called on in emergencies. She said the company has experienced drivers, a landfill with 130 year life span and can handle TRI needs.

Terry Bently, the general manager for Nevada Recycling and Salvage, said his company would echo the can-do attitude that comes from the county. He emphasized that sometimes change is needed. He said his staff came up last winter and saw the snow and mud, and believed his company was large enough to do the job, but small enough to focus on the county and offered a presentation. He acknowledged the smaller streets and tighter areas, and have smaller trucks to handle that. He said his company was invested in recycling and had a local transfer station with a 24-person sorting line, and can also handle construction and demolition materials. NRS has discounts for mixed and clean recycling and a 5 percent to 20 percent discount for commercial customers who recycle. He also mentioned that the transfer station was too close to the high school, and he would be open to addressing that.

Public Comment: There were several comments on Zoom, including support for Waste Management, support for Nevada Recycling and Salvage, and questions on the type and cost of each company's services.

Commissioner Mitchell said he appreciated the creativity of both proposals, but he was leaning to Waste Management. He credited NRS for going up against a larger corporation. Commissioner Gilman suggested that whichever company is chosen, there should be an option

that after negotiations, if results are not favorable to the county, then the board could move to the second choice and continue negotiations. He preferred Nevada Recycling and Salvage, but said he would support fellow board members knowing the county would get an opportunity to negotiate a favorable contract.

When asked about cost, Mr. Sloan said there was only a \$4 difference. He also said that Mr. Gilman was correct in saying today's decision is not final, and he would try to bring something back by the next meeting.

Motion: I, Commissioner Carmona, will make a motion, if we are going into negotiations, with the understanding this is not necessarily a final decision, then the appropriate thing to do is to give the current provider first dibs, move on to negotiations, if it doesn't work out, then we will move on to Nevada Recycling and Salvage. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

24. DISCUSSION/FOR POSSIBLE ACTION: Per the request of Commissioner Mitchell, discussion and consideration directing county staff to investigate the feasibility and possible methods of reducing or diverting local tax and other fiscal burdens away from Storey County residents and small businesses in anticipation of potential future tax revenues in Fiscal-Year 2025 and beyond.

Commissioner Mitchell said that Hugh Gallagher wants to reduce property taxes, Mr. Mitchell looked into it and found that it is not feasible under Nevada law. He would consider instructing staff to discuss with Mr. Gallagher if he would research and offer options to reduce taxes. Afterward we can discuss options and take comments.

Commissioner Gilman said he has worked with Mr. Gallagher, and he supported doing this in the past, but found no viable path. Commissioner Carmona had no objection.

Public Comment: Hugh Gallagher said the county was in the fight of its life, with the Legislature's Special Session to begin Feb. 3. Bills will be submitted to try to take some of the county's abated money, and they may not understand Storey County still owes \$31 million to the developer of TRI. He said if the county was only considering small business, it would be dismissing an important taxpayer group.

Motion I, Commissioner Mitchell, move to direct county staff to investigate the feasibility and possible methods of reducing or diverting local tax and other fiscal burdens away from Storey County residents and small businesses in anticipation of potential future tax revenues in Fiscal-Year 2025 and beyond. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

25. DISCUSSION/FOR POSSIBLE ACTION: Workshop, review, and provide direction for the draft FY25 and five-year Storey County Capital Improvement Plan.

County Manager Osborne said most of the county's focus is on existing projects, and staff was working on getting the CIP, Strategic Plan and budget harmonized. Outside contractors have been added because the county does not have the staff to handle the full scope of project development, management and procurement.

Administrative Officer Honey Coughlin explained the organizing of the projects for easier tracking. She said the list of projects for fiscal year 2024 is nearly complete.

Commissioner Mitchell noted that some people in Lockwood want a dog park, and he has heard that request from Virginia City residents as well, and asked if that could be higher priority. He also promoted an exercise course. Mr. Mitchell also asked about the substation in TRI, use of the Public Works barn and improved access to the Fairgrounds. He also asked about the acquisition of 3 to 7 patrol vehicles. He also wanted a shorter timeframe for waterline replacement and alternative energy with inline turbines, and asked about bridge replacements. He was also concerned about the jail/justice complex project slated for 2028.

Mr. Osborne said the dog park can be considered. Planning Manager Kathy Canfield said a dog park in Lockwood was investigated, but that it can't be in a flood plain because fencing could not be installed; it also needed grass and a water source. She said more land might not be able to be taken from the park. She also said that most of the land was for the ball field where the kids play. Ms. Coughlin noted interest in a community gardens.

Ms. Coughlin said the area around the TRI substation was designed and built to provide what the sheriff needs, and the Public Works Barn was essential to provide a place for Public Works vehicles. Mr. Osborne said the sheriff wants a substantial substation at TRI, and it could displace Public Works. Ms. Coughlin said she will work with the sheriff and Public Works to set priorities. Mr. Osborne said they will bring the substation issue back to the board.

On a potential jail complex, Mr. Osborne said the First District Court wants it on the CIP because court trials are having to be held in Carson City. Ms. Coughlin also said the jail was inadequate and the project was being considered that would include the jail, the courts, an emergency management office and a dog facility.

On the Fairgrounds, Ms. Coughlin said there were no plans to pave the roads in and out of the Fairgrounds, but they are currently working on surveys, rights-of-way and handicap accessibility for the restrooms. They are looking at ingress/egress from the Fairgrounds, but that aspect must wait until the current Fairgrounds project is completed.

On the vehicles, Ms. Coughlin said the sheriff believed he had that need but it could possibly be postponed to future years.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct staff to incorporate the items discussed today in the present Capital Improvement Plan for FY25 and the five-year plan, and for the plan to be brought back to the board for consideration at a future meeting. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

26. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible consideration of the board's position responding to the Nevada Governor's Office of Economic Development (GOED) requesting from Storey County a letter of acknowledgement regarding an application to GOED for Sales and Use Tax Abatement, Modified Business Tax Abatement, and Personal and Real Property Tax Abatement for Recycling Tax Abatement for their operations planned in Storey County. The tax abatements are subject to GOED approval per NRS 360 as a "standard partial abatement" for expansion and recycling.

Mr. Osborne said the operations in question are that of Aqua Metals, and this is a standard abatement. This company will bring 50 employees to the county, wages are \$63-\$73 per hour, about \$17 million in capital improvements made by this company, about \$373.5 million of impact overall, and about \$4.6 million in new revenues. About \$512,000 of sales tax, about \$663,000 of personal property, and about \$978,000 in real property, about \$2.1 million total. This is a headquarters coming to Storey County.

Public Comment: None

Motion I, Commissioner Mitchell, move to direct county staff to submit a letter to GOED acknowledging an application to GOED for Sales and Use Tax Abatement, Modified Business Tax Abatement, and Personal and Real Property Tax Abatement for Recycling Tax Abatement for their operations planned in Storey County. The tax abatements are subject to GOED approval per NRS 360 as a "standard partial abatement" for expansion and recycling. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

- A. 1Solar – Contractor / 2391 S. 1560 W, Ste C ~Woods Cross, UT
- B. A.J.S Construction Inc. – Contractor / 20 Myrtlewood Cir. ~ Reno, NV
- C. Allied Universal Technology Services – Contractor / 9320 Hazard Way Ste A1 ~ San Diego, CA
- D. Cooney Enterprises LLC – Contractor / 1480 Fairview Rd. ~ Fernley, NV
- E. CP Construction Group – Contractor / 864 SR427 ~ Wadsworth, NV
- F. ENGEO Incorporated – Out of County / 9475 Double R Blvd. B-22 ~ Reno, NV
- G. Fast Signs of Reno & Carson City – Contractor / 4750 Longley Ln. # 103 ~ Reno, NV
- H. Finders Keepers – General / 160 S. C St. Ste. B ~ Virginia City, NV
- I. Lost No More – Home Business / 1790 Lousetown Rd. ~ Reno, NV
- J. McCarthy Building Companies Inc. – Contractor / 12851 Manchester Rd. ~ St. Louis, MO
- K. MEI Rigging & Crating LLC – General / 1280 Alexandria Ct. ~ Sparks, NV

L. Northern Nevada High Speed LLC – Out of County / 1490 Albite Rd. ~Wellington, NV
M. Project One Nevada LLC – Out of County / 490 Hot Springs Rd. ~ Carson City, NV
N. Taster's Paradise Mobile Café & Bakery Inc. – Food Truck / 1332 E. 10th St. ~ Reno, NV

Public Comment: None

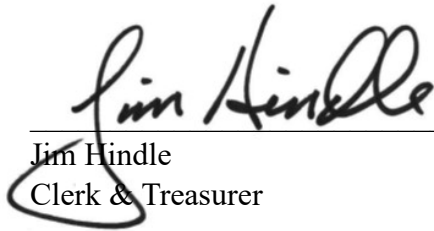
Motion I, Commissioner Mitchell, move to approve the second readings of business licenses under Item #27 listed as A through N. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

28. PUBLIC COMMENT (No Action)

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

Commissioner Carmona adjourned the meeting at 2:01 p.m.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 3/5/2024 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. Bonanza Cantina – General / 27 N. C St. ~ Virginia City, NV
 - B. FS Solar Nevada LLC – Contractor / 4801 Freidrich Ln. Ste. 100 ~ Austin, TX
 - C. Pacific Erectors Inc. – Contractor / 4460 Yankee Hill Rd. ~ Rocklin, CA
 - D. The Berg Group LLC – Contractor / 1225 Lakeview Dr. ~ Chaska, MN
- **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

February 26, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 05, 2024**

COMMISSIONERS Consent Agenda:


FIRST READINGS:

- A. Bonanza Cantina** – General / 27 N. C St. ~ Virginia City, NV
- B. FS Solar Nevada LLC** – Contractor / 4801 Freidrich Ln. Ste. 100 ~ Austin, TX
- C. Pacific Erectors Inc.** – Contractor / 4460 Yankee Hill Rd. ~ Rocklin, CA
- D. The Berg Group LLC** – Contractor / 1225 Lakeview Dr. ~ Chaska, MN

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 3/5/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 20	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible action to adopt the Long Valley Creek Flood Hazard Mitigation Plan. JUB Engineering will be giving a short presentation of the plan. To view complete copy of this plan including appendixes, please email planning@storeycounty.org or see [StoreyCounty.org/Planning/Updates/Long Valley Creek Hazard Mitigation plan and presentation](http://StoreyCounty.org/Planning/Updates/Long%20Valley%20Creek%20Hazard%20Mitigation%20plan%20and%20presentation).
- **Recommended motion:** I (commissioner) move to adopt the Long Valley Creek Flood Hazard Mitigation Plan.
- **Prepared by:** Kathy Canfield

Department:

Contact Number: 775-847-1144

- **Staff Summary:** Storey County has worked with JUB Engineers, Inc. to develop a flood hazard mitigation plan for Long Valley Creek. Long Valley Creek is the identified source for flooding in the Lockwood community. This plan included analyzing the 2-D modelling of the Long Valley Creek drainage area and identified areas within the drainage that caused flooding impacts to the community. The goal of the plan is to identify improvements that could be implemented to decrease the flood hazard to the community. The Lockwood community provided input at the beginning of the project to identify areas that need attention and to brainstorm potential solutions. The plan utilizes that input and identifies what may work and why some ideas either aren't feasible or don't provide for much community benefit. The document goes on to suggest projects that could be implemented to address flooding concerns and safety issues for Lockwood. This document was presented to the Lockwood community at a meeting on January 25, 2024, and was discussed at the February 15, 2024, Planning Commission meeting.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to direct county staff to complete the replacement of the water filter media in the water treatment system at the cost of \$100,000, not to exceed \$105,000. The commission approved the expenditure of \$75,000 for this project at the February 5, 2024, Board of County Commissioners' meeting. This project cost had not been updated with the current estimate of \$100,000.
- **Recommended motion:** I (commissioner), move to approve county staff to complete the replacement of the water filter media in the water treatment system at the cost of \$100,000, not to exceed \$105,000.
- **Prepared by:** Honey Coughlin

Department:

Contact Number: 7755463183

- **Staff Summary:** The water treatment plant went into use in 1997 and the water filter media has not been replaced since. Quotes 6 months ago for replacement were \$75,000. The most recent quote is \$93,000. By the time the water system is prepped for the filter replacement, the cost is anticipated to be \$100,000. At the February 20, 2024, BOCC, the commission approved the expenditure of \$75,000 for this project.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager


Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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	<h2 style="text-align: center;">Board of Storey County Commissioners</h2> <h3 style="text-align: center;">Agenda Action Report</h3>	
Meeting date: 3/5/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to authorize county staff to enter into an agreement with DOWL to provide GIS support for Phase 2 of the Comstock Historic District Survey at the cost of \$10,000.
- **Recommended motion:** I (commissioner), move to authorize county staff to enter into an agreement with DOWL to provide GIS support for Phase 2 of the Comstock Historic District Survey at the cost of \$10,000.
- **Prepared by:** Honey Coughlin

Department: **Contact Number:** 7755463183

- **Staff Summary:** DOWL created the platform for Phase 1 of this project and are familiar with what needs to occur for completion.
- **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



DOWL Project No.: [Click here to enter text.](#)

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 2, 2024 and shall expire August 31, 2024 between **Storey County, PO Box 176, Virginia City, NV 89400 (Client)** and **DOWL, 5510 Longley Lane, Reno, NV 89511 (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in the scope of services associated with:

Comstock Historic District Phase II – GIS Support

DOWL's GIS team will provide GIS support for Phase 2 of the Comstock Historic District Survey Update and Digitization Project.

Representatives: **CLIENT:** Honey Coughlin / Storey County Grant Manager

DOWL: Eliot Reid and Matt Forrest

SCOPE OF SERVICES:

Task 1: GIS Support Services

Objective:

DOWL will provide support to the Comstock Historic District Survey Update and Data Digitization Project Phase 2.

Approach:

This task will include the following activities:

- Meetings and administrative tasks
- Setup and user licensing fees for web applications (if applicable)
- Data manipulation
- Limited training on data entry/cleanup of GIS data
- Technical support related to GIS processes
- Assist County integrate final data into the County's system of record
- Assist Nevada State Historical Preservation Office (NVSHPO) integrate final data into NVSHPO's system of record
- GIS Services, as requested

Deliverables:

There are no formal deliverables associated with this task.

Assumptions:

The following assumptions apply:

- Work will not be performed as part of this task without direction from the Client.
- Any ESRI user licenses purchased by the Client or NVSHPO under this agreement for the County's AGOL are valid for one year from the date of purchase. If after the project deadline the County wishes to keep those user accounts, then the County must renew the licenses at their own expense.

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a **Fixed Price Lump Sum Basis**, with a not-to-exceed total of \$10,000. DOWL shall invoice no more often than monthly for services performed in the previous month.



The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for **Client:**

By: _____
Title: _____
Date: _____

Accepted for **DOWL:**

By: _____
Title: _____
Date: _____
Tax ID No or 92-0166301
SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters

concerning such products or issuances;

3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and



omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.

3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to DOWL's services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under this Agreement, whichever is greater. Nevada Revised Statutes (NRS) 41.035 applies where applicable for Nevada public contracts.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity

negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Nevada, and it is State of Nevada, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

(Remainder of page is blank)



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to authorize county staff to enter into an agreement with DOWL to complete a Preliminary Architect Report and Environmental Report for Phase 1 of the Lead Siphon Replacement Project in the approximate amount of \$1,147,870.
- **Recommended motion:** I (commissioner), move to authorize county staff to enter into an agreement with DOWL to complete a Preliminary Architect Report and Environmental Report for Phase 1 of the Lead Siphon Replacement Project in the approximate amount of \$1,147,870.
- **Prepared by:** Honey Coughlin

Department: **Contact Number:** 7755463183

- **Staff Summary:** This project is funded through a principal forgiveness loan through the Nevada Division of Environmental Protection Board for Financing Water Projects.
- **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



DOWL Project No.: 7363.30004.64

TASK ORDER

Task Order No.: 64

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

March 15, 2023

Task Order Title: Siphon Replacement Planning and Design

Effective Date: March 5, 2024

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

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

CLIENT: Austin Osborne

DOWL: Matt Van Dyne

SCOPE OF WORK:

See Exhibit A – DOWL's Services for Task Order

COMPENSATION:

DOWL shall be reimbursed on a Time & Materials not to exceed \$1,147,870. See *Exhibit B- DOWL's compensation for Task Order* for a budget breakdown by task in addition to the Engineer's standard hourly rate schedule. Engineer's standard hourly rates and reimbursable expenses may be adjusted by DOWL on an annual basis to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective per the date listed on the updated fee schedule. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Storey County

By: _____

Title: _____

Date: _____

DOWL



By: Jeff Bernardo, PE

Title: Chief Operating Officer

Date: 2/16/2024

Fed. ID. No. 92-0166301



DOWL

Exhibit A – DOWL’s Services for Task Order

Task Order No.: 64

Task Order Title: Siphon Replacement Planning and Design

Issued under the authority of Professional Services Master Task Order Agreement Number: 30004

Project Description: The Storey County (the County) Water System’s single source of water is from the Marlette Lake Water System which is owned and operated by the State of Nevada. Per operating agreement, the County is responsible for the maintenance and operation of the transmission main from I-580 to the Water Treatment Plant in Virginia City, Nevada. The 11.4-mile transmission main is comprised of three segments, two of which have been replaced in the last 20-years.

The segment between I-580 and the top of the siphon is a steel pipeline from the 1870’s which contains leaded joints. This segment is subject to frequent failures or breaks which cause extended disruptions to the supply of water to the County’s water system. Additionally, this segment of transmission main is also the current restriction, or choke point, for the flow of water from the Marlette System to Virginia City. In the 2022 Storey County Water Resource Plan, it was found that the County’s water system does not have the storage plus supply capacity to meet the requirements of NAC 445A under the buildout condition for the current service area. A significant contributor to the storage plus supply capacity of the system is the conveyance capacity of the transmission main, or siphon. This project proposes to replace 25,700-feet of transmission main with a new 12-inch main from I-580 to the top of the siphon. The pipe will be installed via trenched construction techniques and will include ten (10) air release valve assemblies to maintain operability across the variable terrain.

This task order presents the tasks required to complete the engineered design for replacement of the 25,700-lf transmission main, survey, easements, geotechnical investigation, and environmental clearances and permitting. Future funding will be determined later in which the design will be paired down into phases of construction that fit within the funding allotments. Separate task orders will be prepared and presented to the County once this funding is known.

PART 1 – SERVICES

Task 1 – Project Management

Objective

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

Approach

The following applies:

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

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



- Hold a project kickoff meeting with the County and NDEP-OFA staff.

Deliverables

The following will be delivered under this task:

- Monthly invoices.
- Project Management Plan

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.
- Overall Project duration is estimated at twelve (12) months.
- Kickoff meeting will be held in Virginia City at Storey County facilities.

Task 2 – Preliminary Engineering Report

Objective

To complete a PER which documents the preferred alternative to replacing the siphon transmission main.

Approach

A PER will be developed and will include the following sections:

- Executive Summary
- Project Planning: This section includes general information on the system, environmental resources, and details on stakeholder engagement.
- Existing Facilities: This section includes a description of the existing siphon transmission main facilities.
- Alternatives Considered. This is an important and detailed section of the report and includes the most time and effort. This section includes design criteria, mapping, environmental impacts, land requirements, political hurdles, financial challenges, and cost estimates. A workshop with the State and the County will be held to discuss three project alternatives.
- Selection of an Alternative. This section involves a life cycle cost analysis and non-monetary factors.
- Proposed Project. This section of the report investigates the selected alternative in more detail. It includes a preliminary project design and phasing plan, project schedule, permit requirements, sustainability considerations, a total project cost estimate, and an annual operating budget.
- Conclusions and recommendations

Deliverables

The following will be delivered under this task:

- A draft PER submitted to County (.pdf copy only)
- A draft PER submitted to the Nevada Division of Environmental Protection - Office of Financial Assistance (NDEP-OFA)
- A final PER submitted to both the County and NDEP-OFA



Assumptions

The following assumptions apply:

- County will supply DOWL with all background data needed for the report including (but not limited to) financial, compliance, repair records, and water metering information.
- Two revisions of the draft PER will be provided as part of the scope of this work.
- Nevada Division of Environmental Protection's (NDEP) Guidance on Preliminary Engineering Reports will be used to create this PER.
- This scope of work assumes that one, one and a half (1.5) hour workshop will be held virtually or at NDEP-OFA's office to discuss proposed alternatives prior to completing Section 4.0.
- The schedule presented in this task order assumes all comments on the draft PER will be received from County within 10 business days of receiving the PER from DOWL.
- The schedule presented in this task order assumes all comments on the draft PER will be received from NDEP-OFA within 15 business days of receiving the PER from DOWL.

TASK 3 – ENVIRONMENTAL PERMITTING

Objective

To complete an environmental resource review of the project in compliance with the National Environmental Policy Act (NEPA) and obtain required environmental permits and approvals for project construction.

Approach

Task 3.1 – Permit Identification and Acquisition

DOWL will identify all federal, state, and local environmental permits and/or authorizations necessary to construct and operate the project. At the start of this task, if needed, DOWL will submit a project information request to gather information needed to develop a project permitting matrix. Following receipt of requested project information, DOWL will develop a project permitting matrix that will describe each potential permit or authorization, the permitting agency, the statutory or regulatory basis for the permit and a determination of whether the permit is required for the project.

DOWL will develop permit applications as identified in the permitting matrix for the first phase of the project planned for construction in 2025. We assume applications will be prepared for the following permits:

- Bureau of Land Management (BLM) SF-299 amendment (described in Task 3.2)
- NDEP Temporary Working in Waterways
- NDEP Surface Area Disturbance
- NDEP Construction Stormwater General Permit NVR 100000
- County Special Use Permit

Task 3.2 – BLM Coordination and SF-299 / Plan of Development

DOWL will coordinate with the BLM on the project, including a pre-application meeting and discussion of biological and cultural resource survey requirements, and NEPA documentation. DOWL will coordinate throughout the project with the BLM.

DOWL will develop a SF-299 right-of-way grant amendment application as required by the BLM for the project. DOWL will also develop a Plan of Development (POD) for the project that will accompany the SF-299 and include the construction, termination, and rehabilitation phases of the project. The POD will follow BLM's outline for a pipeline POD and include the following sections:



- Purpose and Need
- Right-of-way Location
- Facility Design Factors
- Additional Components for the Right-of-way
- Government Agencies Involved
- Construction of the Facilities
- Resource Values and Environmental Concerns
- Stabilization and Rehabilitation
- Operation and Maintenance
- Termination and Restoration

DOWL will provide a draft and final SF-299 application and POD for County's review and submittal to BLM.

Task 3.3 – Biological and Water Resources

DOWL will research the project area for natural resources, including sensitive or protected vegetation and wildlife, as well as water resources. DOWL will consult with regulatory agencies as appropriate such as the BLM, U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW), and the Nevada Division of Natural Heritage to obtain lists of sensitive or protected plant or animal species (e.g., threatened and endangered) that may be found within the project area and known biological information. DOWL will also have a pre-survey coordination meeting with the BLM prior to conducting surveys for this project to ensure that our survey protocols, field methods, maps and reports are completed in accordance with the expectations and requirements.

DOWL will plan to conduct a survey for general habitats, noxious weeds, and water resources concurrently in one mobilization for the project. A two-person team will systematically walk the survey area and collect GPS points and photographs of observed conditions and resources. DOWL will document the habitat types including the primary vegetative species and any sensitive plant species encountered, as well as document any observed wildlife, including migratory birds, direct observation, or sign. Noxious weed occurrences within the survey area will also be documented.

Based upon our research and knowledge of the area, we acknowledge that there is potential for species-specific surveys. The need for species-specific surveys will be identified during consultation with the BLM. Potential species-specific surveys include special status plant survey and bat acoustic survey.

Task 3.4 – Cultural Resources

DOWL will subcontract with Kautz Environmental Consultants Inc. (Kautz) for cultural resources support. Kautz will submit a Work Plan and fieldwork authorization permit request to the BLM Sierra Front Field Office and conduct a desktop review of all potential cultural resources in the project area of potential effect (APE) using existing literature (Nevada Cultural Resource Information System and BLM archaeological databases, historic aerial photographs, historic map review, and other archival documents), per the BLM requirements. An in-person review of the records housed at the Carson City BLM office is expected as well.

Upon receipt of a signed fieldwork authorization request, Kautz will schedule a crew of qualified archaeologists supervised by archaeologists permitted for Carson City BLM to travel to the APE and initiate a Class III inventory. All resources encountered will be documented to the standards outlined in the BLM's Guidelines and Standards for Archaeological Inventory (BLM 2019) by field staff permitted by the BLM.

The BLM will require a comprehensive report detailing the results of the cultural resource investigations. The report will include the results of the literature review, a comprehensive historic context and framework



for evaluating the sites for the National Register, complete documentation for all archaeological sites and architectural resources identified, and evaluations for each resource's eligibility for inclusion on the National Register. The report and site documentation will adhere to the standards outlined in the *Guidelines and Standards for Archaeological Inventory* (BLM 2019). A draft report will be submitted to BLM for review; County will be provided with a copy of the draft for review if BLM provides permission to do so. Comments on the draft will be incorporated and a final deliverable, consisting of two hard copies and electronic files will be provided to the BLM within two weeks. One round of comments may also be received from Nevada State Historic Preservation Office.

Task 3.5 – Environmental Assessment

DOWL will prepare a Draft and Final applicant-prepared Environmental Assessment (EA) in accordance with NEPA regulations (40 CFR 1500 *et. seq.*), U.S. Environmental Protection Agency (EPA) environmental review requirements (40 CFR § 35.3580), and BLM's NEPA Handbook (H-1790-1, January 2008). DOWL assumes that the BLM will be the lead federal agency and that one EA will be completed that satisfies both the BLM and the EPA NEPA requirements. The results of the biological and cultural surveys will be incorporated into the EA and the potential impacts of the project on environmental resources will be analyzed. Mitigation will be identified as needed.

Task 3.6 – Environmental Plans

DOWL will develop environmental plans that may be required for the project and assumes the following will be required:

- Noxious Weed Control Plan
- Dust Control Plan

Deliverables

The following will be delivered under this task:

- Permit matrix
- Permit applications
- Biological Survey Report
- Cultural Resource Class III Inventory Report
- Environmental Assessment
- Environmental Plans (Noxious Weed Control Plan, Dust Control Plan)

Assumptions

The following assumptions apply:

- County will pay all permit application fees.
- Three meetings with the BLM are anticipated (1 in-person and 2 virtual). Kautz will join virtually (MS Teams).
- The biological survey area includes 100 feet on each side of the centerline for 13 miles, two laydown/staging areas that are 100-x-100 feet, and no more than 5 miles of access road. Where the survey area is located on private land, the area surveyed will be confined to the easement. It's assumed the biological survey can be completed in 5-days.
- Washes located in the project area are not waters of the U.S.
- Potential species-specific surveys include bat acoustic survey (2 nights with four detectors) and a special-status plant survey (2-days).



- The cultural survey area includes a 13-mile alignment with a 75-foot-wide right-of-way (50 foot permanent, 25-foot temporary), plus two laydown/staging areas that are 100-x-100 feet and no more than 5 miles of road that might require improvements in order to access the waterline corridor during construction. This area is the APE for the project; an indirect effects assessment that extends outside of this area is not anticipated or included in the costs. Two archaeologists will complete the survey in the project corridor in 6 days and the survey for the laydown areas and roads in 3 days.
- The project APE contains at least 20 previously documented resources, including a segment of the Marlette Water System. All previously documented resources will be fully updated within the APE; on public lands documentation will extend outside of the APE consistent with BLM standards and on private lands resource documentation will be confined to the APE. Both archaeological and architectural resources are anticipated. Kautz will prepare one report documenting both resource types. A total of 40 resources are anticipated: 35 in the waterline corridor and up to five in the laydown areas and access corridors.
- All Tribal consultations for the project, including field visits, will be managed by the BLM. This scope does not include Tribal monitors during field investigations.
- This scope and cost estimate do not include construction phase activities such as archaeological monitoring or mitigation of effects.
- Pre-construction surveys, such as for migratory birds and noxious weeds, are not included in the scope.
- The appropriate level of NEPA documentation is an EA. One applicant-prepared EA will be prepared for the project and the BLM will be the lead federal agency. Two alternatives will be analyzed: the proposed action and the no action alternative. BLM will make the EA compliant with the Section 508 of the Rehabilitation Act.

Task 4 – Survey and Mapping

Objective

To generate survey and mapping data for development of CAD base maps in support of design activities, and to generate multiple easements for construction, waterline, and/or access.

Approach

The following approach applies:

Task 4.1 - TOPO

- DOWL will set control and fly approximately 100-foot-wide section of a 5-mile section of existing pipe.
- DOWL will process imagery from said flight with photogrammetry software to produce a surface meeting a 10cm RMSEV Vertical Accuracy Class per ASPRS Accuracy Standards for Digital Geospatial Data, Edition 2 (2023).
- DOWL will produce an ortho image as a JPG2000 meeting the 0.2-foot GSD standard.
- DOWL will perform the above three bullet points on one proposed access road not exceeding 1-mile.
- DOWL will produce surface and 2D planimetrics will be produced from photogrammetry and delivered as a civil 3D dwg.
- Subject waterline will be shot where visible from the surface.

TOPO Deliverables:

- Civil 3D surface meeting or exceeding the ASPRS 10cm vertical accuracy class (1' contours NMAS).



- 2D planimetrics in Civil 3D.
- Ortho imagery in Civil 3D.
- Other pertinent topographical observations by field crew included in the Civil 3D file.
- Control network, basis of bearings, distances, elevations, and coordinates.
- TOPO will not be plotted, Civil 3D dwg will be digitally signed by PLS in responsible charge.

Task 4.2 - Boundary

- DOWL will establish project control for base map preparation. The horizontal control will be based on published data and will conform to North American Datum of 1983 (NAD 83).
- DOWL will conduct a boundary survey for the parcels, in accordance with state and local statutes, to locate the project boundary and any associated interior parcel lines.
- DOWL will research record maps and deeds, BLM maps and field notes, and any additional record documents needed to resolve the boundary.
- DOWL will order title reports if any additional information is needed on the subject properties.
- DOWL will conduct an extensive field boundary search for any BLM monuments or any property corners of the subject parcels or adjacent parcels.

Boundary Deliverables:

- DOWL will prepare 36 metes & bounds legal descriptions with an exhibit for temporary construction, permanent waterline, or private access easements that are stamped and signed by a Nevada Professional Land Surveyor.

Assumptions

The following assumptions apply:

- Stake five test pit locations for geotechnical investigation.
- DOWL will not be dipping utilities, searching for utilities, or scheduling USA markings.
- DOWL will not include the preparation of any easement legal language (ownership, maintenance terms, etc.), and this will be the responsibility of the County and the district attorney to produce.
- Record map preparation and recordation fees are not included.
- Recordation easement fees are not included.
- The County shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.

Task 5 – Detailed Design

Task 5.1 – Engineering Design

Objective

To develop a detailed design of the approved preliminary design, technical specifications, and engineer's opinion of probable construction costs.

Approach

This task will include the following activities:

- Coordination with all parties.



- Incorporate topographic data into Project for design.
 - Establish survey control sheets and alignment control tables.
- Obtain record drawings from utility purveyors for buried and aerial utilities within the Project corridor.
- Coordinate with County to obtain needed missing information from County files/records to finalize existing data and mapping.
- Coordinate with County to call in USA-Digs to locate utilities.
- One (1) site visit with County staff to walk Project site.
- 30% Design Submittal shall include:
 - Plan sheets inclusive of plan view water main alignments for review and acceptance by County prior to further design efforts.
- 60% Design Submittal shall include:
 - Incorporation of 30% review verification comments from County
 - Plans to include finalized water main alignment and established appurtenances and profile view design elements.
 - Submission of 60% Plans, Specifications, and Opinion of Probable Construction Costs to County for review and comment.
 - One (1) 60% submittal review and site walk with County and DOWL staff.
- 90% Design Submittal shall include:
 - Incorporation of 60% review comments from County.
 - Refinement of the 60% design of the civil design elements.
 - Incorporate design and specification information from sub-consultants.
 - Submission of 90% Plans, Specifications, and Opinion of Probable Construction Costs to County for final review and comment.
 - One (1) 90% submittal review conference call with County and DOWL staff.
- Permitting
 - Nevada Department of Transportation (NDOT)
 - DOWL to complete all forms and applications for a NDOT encroachment permit as construction will occur within NDOT Right-of-way (ROW) and/or traffic control will impact the ROW for I-580.
 - NDOT Plans and Specifications for both underground utilities and roadway patching (if necessary) improvements in a single plan set. Site, Circulation, and Access plan and NDOT details included in plan set.
 - DOWL will submit all forms and plan packages to NDOT for review. Any comments received by NDOT will be incorporated and re-submitted to obtain approval.
 - Application and review fees to be waived by NDOT as submitting under County, a public agency.
 - Nevada Division of Environmental Protection – Bureau of Safe Drinking Water
 - DOWL will apply for and submit the Project to NDEP-BSDW for public water system review and approval, including, application, \$1,500 review fee, hydraulic analysis



report, hydraulic model update, and submittal. All comments will be incorporated and re-submitted to obtain approval.

- 100% Design Submittal shall include:
 - Incorporation of 90% review comments from County and permit reviews.
 - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to County.
- Quality assurance and quality control of deliverables to the County.

Deliverables

The following deliverables will be submitted under this task:

- Submittal of the 30% plans for County review and comment will include plan sheets for water mainline alignment only for verification purposes.
- Submittal of the 60% set for County review and comment will include PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 90% set for County review and comment will include PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Permits and written approvals from the agencies identified in the Detailed Design Approach.

Assumptions

The following assumptions apply:

- County will provide review comments on the preliminary design within 2 weeks of submission.
- Submittal reviews with County and DOWL via conference call.
- One (1) site visit kickoff meeting and one (1) 60% design review and constructability review are included in this scope of work.
- Specifications will be in EJCDC format for front-end documents and CSI format for technical specifications.
- Not included under this SOW and will be performed under a separate SOW once the funding is understood to scope a construction project.
 - NDOT Permit assumed to be put on hold by NDOT until Traffic Control Program is provided and approved – completed via contractor. All other items completed by DOWL to be preliminarily approved prior and permit approved after Traffic Control Program approval.
 - Labor Commissioner Permitting
 - Preparation and Bidding of project.

Task 5.2 – Geotechnical Investigation

Objective

Provide geotechnical and testing services and trench compaction testing services for the new siphon main alignment.

Approach

The following approach will be taken:



- **Site Reconnaissance.** Literature review of published geologic maps, fault hazard reports, and soil maps will be performed to obtain preliminary information of the site. An initial site investigation using an all-terrain vehicle will be performed to review/mapping of existing geologic features. As part of the site mapping, field crews will identify areas for future investigations for excavation and testing.
- **Test Pit Excavations.** Following site reconnaissance, determining routes for excavation equipment and transport of test pit excavations will be performed. Test pit excavations will be performed along the proposed main alignment and samples will be brought to the laboratory for testing.
- **Geophysical Testing.** Following test pit excavations, supplemental non-destructive geophysical testing will be performed. Geophysical testing locations will be selected based off exploration data previously obtained and located in critical areas where hard bedrock is encountered and observed.
- **Reporting.** Upon completion of field and laboratory testing, all results will be prepared and presented in a geotechnical investigation report.

Assumptions

The following assumptions apply:

- Test pit exploration will include fifteen (15) to twenty-five (25) test pits to depths of 10-feet below grade surface or to refusal, utilizing a CAT 328 track mounted excavator. Three (3) mobilizations are required.
- DOWL to survey test pit locations.
- Seismic refraction tests will occur in six (6) to ten (10) pre-selected areas.
- Laboratory testing to include moisture, grain size distribution, and plasticity. Soil chemistry to include chlorides, sulfides, and redox potential to assess corrosion potential.

Deliverables

The following deliverables will be submitted under this task:

- Geotechnical Investigation Report

Task 5.3 – Cathodic Protection

Objective

Provide cathodic protection review and design for the new siphon water main.

Approach

The following approach will be taken:

- Prepare a cathodic protection system design capable of protecting the proposed siphon main.
 - Design plans
 - Detail drawings
 - Project specifications

Assumptions

The following assumptions apply:

- Cathodic protection system will be designed for a minimum 30-year design life.

Deliverables

The following deliverables will be submitted under this task:

- Cathodic Protection System design and specifications



Task 5.4 – Opinion of Probable Cost

Objective

Provide independent cost estimating services and constructability consultation.

Approach

The following approach will be taken:

- Value engineering, constructability analysis.
- Technical specification review
- Opinion of probable cost
- Construction schedule analysis

Assumptions

The following assumptions apply:

- Opinion of probable cost to be performed in HCSS Heavy-Bid format.
- Opinion of probable cost prepared at 60%, 90%, and 100% design submittals.

Deliverables

The following deliverables will be submitted under this task:

- Opinion of probable cost.

Task 5.5 – Third Party Review

Objective

Provide required third party engineering review of the project design and specification.

Approach

The following approach will be taken:

- Perform a review and the detailed design and specifications of the project.
- Provide review comments to engineer.
- Provide final review of final design and specifications.

Assumptions

The following assumptions apply:

- Review of the 60% and 90% detailed design and specifications submittals.
- Project to include approximately 5-miles of siphon water transmission main.
- Review of cost or other elements not included.

Deliverables

The following deliverables will be submitted under this task:

- Draft review comments



PART 2 – SCHEDULE

The following is a proposed schedule to be used as a general guideline only.

Award of Task Order:	March 5, 2024 County Commission Meeting
Utility Locates:	March 2024
Preliminary Engineering Report:	May 2024
Survey:	May 2024
Geotechnical Evaluation:	April 2024
30% Design:	August 2024
60% Design:	October 2024
BLM Permitting & Environmental:	December 2024 (<u>pending agency timeline</u>)
90% Design:	December 2024
NDEP & NDOT Permitting:	December 2024
100% Design:	January 2025



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 64

Task Order Title: Siphon Replacement Planning and Design

Issued under the authority of Professional Services Master Task Order Agreement Number:
30004.64

Project Budget

Task	Description	Budget
1	Project Management	\$ 68,024
2	Preliminary Engineering Report	\$ 40,821
3	Environmental Permitting	\$ 188,944
4	Survey and Mapping	\$ 144,785
5.1	Detailed Design	\$ 404,912
5.2	Subconsultants	\$ 300,384
Total		\$1,147,870



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of Public Works Department regarding roads and highways in Storey County.
- **Recommended motion:** Discussion Only
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 17758470958

- **Staff Summary:** Discussion of roads and projects throughout the County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible action to direct staff to develop a scope of work and create a Request for Qualifications to outsource the preparation of a parking study to address parking and other related issues in Virginia City.
- **Recommended motion:** I (commissioner) move to direct staff to develop a scope of work and create a Request for Qualifications to outsource the preparation of a Virginia City Parking Study.
- **Prepared by:** Kathy Canfield

Department:

Contact Number: 775-847-1144

- **Staff Summary:** Storey County is proposing to have a parking study evaluate the existing and proposed parking needs of Virginia City. Storey County previously had a parking study completed in 1993, and although the town of Virginia City has not physically changed in a significant way since that time, tourism and residents in the town have grown. Staff are developing a scope of work of what should be addressed in the parking study. This parking study is anticipated not only to acknowledge existing conditions, but address both physical and programming alterations that would be a benefit to Virginia City. A draft Scope of Work is attached which lists staff's ideas on topics to include in the study. This study is a listed project in the Planning Department budget for fiscal year 23/24. Once the scope of work is developed, a Request for Qualifications (RFQ) will be developed.
- **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

DRAFT

Virginia City Public Parking Management Study and Analysis

Scope of Work: Assist County staff with updating the 1993 Parking Management Study and provide a preliminary analysis of the feasibility of implementing suggested parking strategies related to existing parking issues within Virginia City.

The document should analyze the following*:

- Identification of existing public parking, including the accommodation for different size vehicles (cars, trucks, buses, campers, motorcycles, OHV, oversized vehicles, etc...) and the location of these spaces.
- Identification of problem areas such as where parking exists/occurs and why it doesn't work well.
- Estimation of the ideal number of spaces needed versus the number currently available.
- Estimation of available number of spaces in summer versus winter months.
- Estimation of the number of spaces needed for private property users on public property versus tourism spaces.
- Identification of potential improvements (both physical improvements and programming improvements) to increase available parking and increase public safety.
- Feasibility of angle parking versus parallel parking on existing rights-of-way, including B Street and D Street.
- Identification of handicap parking needs and potential for providing spaces.
- Identification of potential parking improvements to C Street and needed coordination with the Nevada Department of Transportation (NDOT regulations).
- Identification of potential locations for electric charging stations.
- Identification of potential locations for directional signage to public parking areas.

The document shall analyze the parking issues of Virginia City and provide feasible alternatives that could either be studied further or implemented to address parking needs and safety concerns of the town. The analysis should include both winter and summer conditions along with Special Event considerations.

**Staff considered the option of including snow removal as part of this study. After discussions, staff determined the considerations that go into snow removal are beyond the topics this study is exploring and staff will pursue a snow removal plan separately from this parking study.*



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the First reading for On-Sale/Off-Sale Liquor License. Applicant is Mitanshu Chandna, VC Mart Gas, Liquor & Grocery located at 351 North C Street, Virginia City, NV 89440.
- **Recommended motion:** I (insert name) motion to approve the First Reading On-Sale/Off-Sale Liquor License. Applicant is Mitanshu Chandna, VC Mart Gas, Liquor & Grocery located at 351 North C Street, Virginia City, NV 89440.
- **Prepared by:** Dore Nevin

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

- **Staff Summary:** First reading for On-Sale/Off-Sale Liquor License. Applicant is Mitanshu Chandna, VC Mart Gas, Liquor& Grocery located at 351 North C Street, Virginia City, NV 89440.
- **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: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** To authorize the county manager to accept and sign a proposal for topographic survey services from Lumos and Associates for the B Street Wall Repair project in an amount not to exceed \$6,700.00. This is part of the FEMA reimbursed work from the heavy rain event of April 2023.
- **Recommended motion:** I, [commissioner], move to authorize the County Manager to accept and sign a proposal for topographic survey services from Lumos and Associates for the B Street Wall Repair project in an amount not to exceed \$6,700.00.
- **Prepared by:** Mike Northan

Department:

Contact Number: 775 230 4255

- **Staff Summary:** BOCC previously authorized the design work to the B Street Wall Repair project on July 18, 2023. During the work, it was determined that a topographic survey was required for the design of a retaining wall to support the existing rockery wall and slope supporting B Street near the intersection of B and Sutton Streets.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 6,700
- **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

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 8th day of February 20 24, by and
by and between Storey County

whose mailing address is P.O. Box 435, Virginia City, NV 89440

hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on Red Dog Saloon Rockery Wall Repairs (Project Name)

hereinafter called the "PROJECT" and whose location is Virginia City, NV

THE CLIENT/contact person for this project is Mike Northan

Phone (775) 847-0958

Email mnorthan@storeycounty.org

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15% charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about February 15, 2024 ; and have said work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Eric Hutchens Phone (775) 827-6111

The attached Standard Provisions of Agreement are incorporated herinto and made a part of this Agreement. In the event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service. All written communications shall be addressed to CONSULTANT at 950 Sandhill Road, Suite 100, Reno, NV 89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written above.

CONSULTANT:

PRINT Eric J. Hutchens, P.E.

SIGN

TITLE Director - Structural Engineering Division

DATE February 8, 2024

CLIENT:

PRINT

SIGN

TITLE

DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "AGREEMENT" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. CONSULTANT shall provide for the CLIENT the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from CONSULTANT's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. CONSULTANT reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, CONSULTANT shall resume services under this AGREEMENT, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event CLIENT fails to pay CONSULTANT within forty-five (45) days or more after invoices are rendered, CLIENT agrees that CONSULTANT shall have the right in its sole discretion to consider said default a material breach of the AGREEMENT and the duties of CONSULTANT under this AGREEMENT terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

CLIENT hereby agrees that the balance as stated on any invoice from CONSULTANT to CLIENT is correct and is acceptable to CLIENT unless, within ten (10) days from the date of the original invoice, CLIENT notifies CONSULTANT in writing of the particular item that is alleged to be in error or is otherwise in dispute.

CLIENT shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this AGREEMENT.

For projects that extend for more than one (1) year from the date of the AGREEMENT, CONSULTANT shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the AGREEMENT.

3. TERMINATION

This AGREEMENT may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by CONSULTANT be suspended, abandoned, or terminated, CLIENT shall pay CONSULTANT for all fees, charges and services provided up to the date of termination. In return, CONSULTANT shall provide CLIENT with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at CLIENT's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to CONSULTANT's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

CLIENT may request that CONSULTANT provide services beyond those set forth in CONSULTANT's Proposal ("Additional Services"). The scope of such Additional Services and fee shall be as mutually agreed upon in writing by CLIENT and CONSULTANT prior to commencement of such Additional Services.

The CONSULTANT shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to CONSULTANT's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the CONSULTANT shall be entitled to rely reasonably on interpretations

and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

CONSULTANT shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of CONSULTANT's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

CONSULTANT makes no representation concerning estimates of construction costs other than that these are estimates only and CONSULTANT shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by CONSULTANT represent the CONSULTANT's judgment as a design professional. It is recognized that neither the CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CLIENT's budget or from any estimate of construction cost prepared or agreed to by the CONSULTANT.

7. LIMITATIONS ON RESPONSIBILITIES

CONSULTANT shall not be responsible for the acts or omissions of the CLIENT, CLIENT's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. CONSULTANT does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. CONSULTANT shall neither have control over, nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, CONSULTANT makes no representations concerning soil conditions and CONSULTANT is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, CONSULTANT is neither responsible for notifying CLIENT of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. INFORMATION PROVIDED BY OTHERS

CONSULTANT is entitled to rely on information supplied by the CLIENT and other consultants retained directly by the CLIENT. CONSULTANT has no obligation to check the accuracy or completeness of CLIENT-supplied information but will bring to the CLIENT's attention any discovered discrepancies.

9. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by CONSULTANT, including those in electronic form, are instruments of service for use solely with respect to this Project. CONSULTANT shall be deemed the author and owner of the CONSULTANT's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this AGREEMENT, CONSULTANT grants to CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for purposes of the Project, provided the CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this AGREEMENT. CLIENT shall not use the instruments of service for future additions or alterations to this Project or for other projects without CONSULTANT's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the CLIENT's sole risk and without liability to CONSULTANT, and CLIENT agrees to defend, indemnify and hold harmless CONSULTANT from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

10. INDEMNIFICATION

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by CLIENT's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of CONSULTANT.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of CONSULTANT or anyone for whom CONSULTANT is legally liable, to the extent consistent with the Limitation of Liability provision herein. CONSULTANT shall not have an obligation to indemnify and hold harmless CLIENT for claims or litigation arising through the sole negligence or willful misconduct of CLIENT or anyone for whom CLIENT is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. RIGHT OF ENTRY

CLIENT shall secure the permission necessary to allow CONSULTANT's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to CONSULTANT. While CONSULTANT will take all reasonable precautions to minimize any damages to the property, it is understood by the CLIENT that in the normal course of field work some damage may occur, the correction of which is not part of this AGREEMENT.

12. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

13. GOVERNING LAW; DISPUTES

This AGREEMENT shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this AGREEMENT by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

14. NO THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT.

15. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this AGREEMENT, and to the fullest extent permitted by law, neither the CONSULTANT nor the CLIENT shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

16. FORCE MAJEURE

CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT's control may affect the CONSULTANT's ability to complete the services to be provided under this AGREEMENT. CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

17. SOLE CORPORATE REMEDY

It is intended by the parties to this AGREEMENT that the CLIENT's obligations and CONSULTANT's services in connection with the Project shall not subject the CLIENT's or CONSULTANT's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this AGREEMENT and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

18. HAZARDOUS MATERIALS

The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the CONSULTANT or any other party encounters any hazardous materials, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CONSULTANT shall not be responsible for locating or abating any hazardous materials.

19. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT relating to CONSULTANT's provision of services in accordance with this AGREEMENT, the risks have been allocated such that the CLIENT agrees that CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this AGREEMENT, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to CONSULTANT under this AGREEMENT, whichever is less. CONSULTANT currently maintains a policy of professional liability insurance. In no event shall CONSULTANT's liability exceed the sum of CONSULTANT's available professional liability insurance coverage at the time of settlement or judgment. CLIENT and CONSULTANT hereby acknowledge that this provision was expressly negotiated and agreed upon.

20. STATUTES OF LIMITATIONS AND REPOSE

CLIENT and CONSULTANT agree that the applicable state law will govern the time limits for bringing all claims arising out of this agreement. CLIENT and CONSULTANT further agree that for purposes of calculating the applicable statutes of limitations and repose in any claim arising out of the contract or the services CONSULTANT provides pursuant to the contract shall be deemed to have accrued no later than the issuance of CONSULTANT's final invoice for services under the contract, and the applicable statutes of limitations or repose will begin to run upon issuance of CONSULTANT's final invoice.

21. MISCELLANEOUS

(a) CLIENT and CONSULTANT each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the AGREEMENT.

(b) CLIENT agrees to cooperate fully with CONSULTANT on the Project and to provide any and all information and/or documents reasonably necessary for CONSULTANT to perform the agreed scope of services as detailed in the AGREEMENT, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither CLIENT nor CONSULTANT shall assign its interest in the AGREEMENT without the prior express written consent of the other.

(d) It is expressly understood that CONSULTANT is an independent contractor and in no event will the CONSULTANT, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of CLIENT. Nothing contained in this AGREEMENT or any action by CONSULTANT shall be construed to impose a fiduciary duty on CONSULTANT or create a fiduciary relationship between CONSULTANT and CLIENT or between CONSULTANT and any third party.

(e) If any provision of this AGREEMENT is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this AGREEMENT and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this AGREEMENT by either party shall not be deemed to constitute a waiver of any other provision of this AGREEMENT, nor shall such waiver constitute a continuing waiver.

(g) This AGREEMENT, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

22. RETAINER

CLIENT agrees to deposit the sum of zero \$ 0.00 as a retainer, receipt of which is a prerequisite for CONSULTANT to perform services for CLIENT. The retainer will be held by CONSULTANT to secure payment of CONSULTANT's invoices in CONSULTANT's general accounts with all benefits accruing to CONSULTANT. CONSULTANT, at its sole discretion, may apply the retainer to any outstanding invoices which CLIENT has failed to pay in the time frames set forth in this AGREEMENT; however, nothing herein shall be interpreted to relieve CLIENT from paying CONSULTANT's invoices as set forth in this AGREEMENT. If any portion of the retainer is applied to an outstanding invoice, CLIENT shall, within five (5) days of CONSULTANT's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to CLIENT within thirty (30) days after CONSULTANT's services conclude or termination of this AGREEMENT, whichever comes first, provided that there is no balance owed to CONSULTANT. If a balance is owed to CONSULTANT when services conclude or this AGREEMENT is terminated, CLIENT will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit CONSULTANT's rights to collect any remaining balance owed by CLIENT once the retainer is depleted.



Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

EXHIBIT "A"

February 8, 2024
LA23.531

Mr. Mike Northan
Operations and Projects Coordinator
Storey County
Box 435
Virginia City, NV 89440

RE: RED DOG SALOON, VIRGINIA CITY, NV - ROCKERY WALL REPAIRS REVISED PROPOSAL FOR ADDITIONAL SURVEYING SERVICES

Dear Mike:

Per our on-site discussion on January 3, 2024, it was determined that a topographic map will be required at the rockery wall extents to help determine structural options to stabilize the wall or encase the wall due to historical considerations.

For us to provide a lower level retaining wall concept and backfill the rockery wall as an option, we need to know the extents of the soil and existing wall for our geotechnical engineer to perform global stability calculations. This will tell us whether we need to soil nail the rockery wall or not or whether we can even pursue this concept. We also need the topography for final grading purposes. If we end up not doing the retaining wall concept, our structural division will still need to know the topography to put together the final design documents and show the extents of the required soil nailing.

Because of our on-site discussion and the reasons outlined above, we would like to add the following scope of services to our original contract to help facilitate the best possible solution for the wall stabilization effort:

Surveying Services - Topographic Survey

A project base map will be created using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.

The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities, valve lids with depth to valve nuts, storm drain and sanitary sewer features (with inverts), and obscured areas to be combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88.

The area to be mapped will be all the rear area of APNs 001-084-16 from the patio to +/- the westerly improvements of B Street.

This work can be completed within four to six (4-6) weeks from your notice to proceed.

Please note that no boundary information will be provided with this scope of services.

Compensation

We propose to provide our surveying services on a fixed fee basis. Our fees for the scope of services outlined above will be \$6,700.

Should this proposal be acceptable, please execute the attached contract and provisions (same version as our current on-call contract with Storey County) and return the same to our office. The attached Standard Provisions of Agreement are a part of this proposal.

Please feel free to contact me should you have any questions regarding this added scope of work.

Sincerely,


LUMOS & ASSOCIATES



ERIC J. HUTCHENS, P.E.

Director - Structural Engineering Division

cc: file

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 3/5/2024 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. Bayview Engineering & Construction Inc. – Contractor / 5040 Robert J Matthews Pkwy ~ El Dorado Hills, CA
- B. Golden Gate Terminal LLC – General / 300 Ireland Dr. ~ Sparks, NV
- C. Quanta Telecommunication Solutions LLC – Contractor / 1580 Kleppe Ln ~ Sparks, NV
- D. The C S M Group Inc. – Contractor / 600 E. Michigan Ave Ste. A ~ Kalamazoo, MI

- **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

February 26, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 05, 2024**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Bayview Engineering & Construction Inc.** – Contractor / 5040 Robert J Matthews Pkwy ~ El Dorado Hills, CA
- B. Golden Gate Terminal LLC** – General / 300 Ireland Dr. ~ Sparks, NV
- C. Quanta Telecommunication Solutions LLC** – Contractor / 1580 Kleppe Ln ~ Sparks, NV
- D. The C S M Group Inc.** – Contractor / 600 E. Michigan Ave Ste. A ~ Kalamazoo, MI

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/5/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 60 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employees' Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting.
- **Recommended motion:** No Action
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Sheriff's Office Employees' Association and Storey County are proposed to be modified pursuant to tentatively agreed successor agreements.
- **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