



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 3/19/2024 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 19, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: Commissioners

Contact Number: 7758158601

- **Staff Summary:** See attached.
- **Supporting Materials:** No Attachments
- **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: 3/19/2024 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 February 6, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk/Treasurer

Contact Number: 7758470969

- **Staff Summary:** See attached.
- **Supporting Materials:** See Attachments
- **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

2/6/2024 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: 52

In-Person: 2

Zoom: 50

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

Commission Chairman called the meeting to order at 10:00 a.m.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT (No Action):

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the February 6, 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.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the January 2, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from our Jan. 2, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Abrams Metals – Contractor / 7260 Delta Cir. ~ Austell, GA
- B. All Things Wired – Contractor / 250 Vista Blvd. Ste. 101 ~ Sparks, NV
- C. Apex Sweeping – Out of County / 762 Mount Rose St. ~ Reno, NV
- D. Bali Express – Food Truck / 185 Marmot Dr. ~ Reno, NV
- E. Becht Industrial Group LLC – Out of County / 2150 N Indianwood Ave. ~ Broken Arrow, OK
- F. Chick-Fil-A S. McCarran & 580 – Out of County / 6365 S. McCarran Blvd. ~ Reno, NV
- G. Comstock Consulting Services LLC – Home Based / 166 S. Q. St. ~ Virginia City, NV
- H. Danny's Construction Company LLC – Contractor / 1066 W. 3rd Ave. ~ Shakopee, MN
- I. GFI Nevada LLC – Transportation / 2903 Waltham Way ~ Sparks, NV
- J. Lambs Heating and Air – Contractor / 2408 Cartwright Rd. ~ Reno, NV
- K. Safe Step Walk In Tub LLC – Contractor / 15262 Pipeline Ln. ~ Huntington Beach, CA
- L. Schuff Steel Company – Contractor / 3003 N. Central Ave. Ste. 1500 ~ Phoenix, AZ
- M. Spite House Picture Gallery & Framing – Home Based / 318 S. D St. ~ Virginia City, NV

II Approval of claims in the amount of \$2,133,504.05.

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

Sheriff's Mike Cullen

- The Sheriff's Office received a second grant from the OHV Commission, for \$36,862, and plans to add dirt bikes to their off-road patrol detail.

Fire Chief Jeremy Loncar

- The district still does not have an executed NVEnergy contract, and will divert personnel to other grant funding, but another revised contract with NVEnergy is expected.

Public Works Director Jason Wierzbicki

- The department was able to get snow plowed in a timely matter.
- Response to storms has been improved.
- The department is working on the parking lot behind the justice court.
- Almost complete with road Capital Improvement Plan.
- Almost finished with engineering for Lousetown Road.

Operations & Projects Manager Mike Northan

- Station 72 is basically complete except for power which is expected on Friday.
- All the plans for the Taylor Street reconstruction are complete and the building permit is expected soon. The expected start of construction is Feb. 12.

Administrative Officer Honey Coughlin

- The Lead Siphon grant from the Nevada Department of Environmental Protection is a principal forgive grant of \$1,150,000 for Phase I. The preliminary engineering and environmental reports are nearly complete. The grant will be applied for in each of the next four years.
- The County is moving forward with permitting for the Fairgrounds and Lockwood Senior Center projects.
- Lara Mather is in Washington DC and working with Congressional delegates to talk about the 2025 appropriations requests.
- The office is working with department heads, fine-tuning their Capital Improvement Projects for FY 2025 and that will be presented on Feb. 20.

Emergency Management Director Adam Wilson

- The annual compliance to the state emergency response commission was submitted. The County hit every level of compliance.
- The Courthouse mitigation window project had a second site walk from the vendor to get security film on the windows.
- March 20 will be the Active Assailant Tabletop Project training.
- People should be prepared for weather difficulties.

- The Federal Emergency Management project is stalled with environmental review, but every other project has been moved along.

Tourism Director Todd Tuttle

- The VCTC Board meeting will be Thursday at Piper's Opera House with no Zoom option.
- Saturday, Feb. 10, from noon to 5 p.m., is the Devil Made Me Do It Saloon Crawl.
- The Merchant Mix and Mingle will be 6 p.m. at Piper's Opera House.
- The Mountain Oyster Fry is ready to go on March 16.
- Go West will have its annual conference Feb. 27-March 1 in South Lake Tahoe, and Virginia City will host a "Familiarization Tour" during those dates.

Comptroller Jennifer McCain

- Executime is progressing nicely. Six departments no longer need to add timecards. Before the end of the fiscal year, all departments should be on the electronic process.
- It is budget season and department budgets are due on Friday. Then there will be a committee review process with the Tentative Budget ready in April.

IT Director Jason Deane

- Working on new camera projects for the swimming pool, Five Mile Reservoir, the park and gazebo.

Senior Services Director Stacy York

- Exercise classes are offered by the Virginia City Senior Center from 10 to 11 a.m. every Thursday at Community Chest.
- Heather Billings is offering to help seniors with their taxes.
- There will be a Veterans Administration Outreach program Feb. 7.

County Manager Austin Osborne

- Linda Ritter is finishing the Strategic Plan and Capital Improvement Plan, and both will be ready for the Feb. 20 meeting.
- Master Plan town halls are planned for Lockwood and Mark Twain as soon as dates become available.
- The Planning Department's town hall in Lockwood on Jan. 25 was well attended.

Clerk-Treasurer's Office

- Today is Election Day for the Presidential Preference Primary. Polling Centers are at the fire stations in Lockwood and the Virginia City Highlands, the Community Center in Mark Twain, and the Slammer in Virginia City.

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

- Commissioner Carmona thanked Public Works for road clearing. He also noted the passing of Nicole Schoelkopf, a waitress at Canvas Café.

9. DISCUSSION ONLY: Storey County FY24 2nd quarter budget vs actual review.

Comptroller Jennifer McCain said that this is review for 2nd quarter of FY 2024. She said most funds are trending as planned, with 80 percent collected due to the front-loading of ad valorem taxes. She said expenses for most departments are trending at or below budget. Some expense increases are expected, such as postage, telephone, auto maintenance and administrative office supplies. Ms. McCain said that the Sheriff's Office was over budget on inmate medical costs, insurance with five claims pending, and special investigations, none of which can be controlled. She said District Court was over budget due to weekend stipends, which happened after the budget was complete. Ms. McCain said all overages were approved by the board, county manager, or herself.

Ms. McCain said the Capital Improvement Project fund was at 28 percent usage due to large projects in planning phases. Road expenses are only 5 percent, as most projects begin in the spring.

Public Comment: None

10. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to consider Letters of Interest from applicants to serve on the Virginia City Tourism Commission (VCTC) and to appoint a Merchant Representative to the VCTC Board.

Administrative Officer Honey Coughlin said that three letters of interest were received for the Merchant board member position on the VCTC Board: Alexia Sober, Janice Oberding, and Gretchen Lavach. Interviews were conducted and all applicants showed an impressive background. Their engagement with the community and business district in Virginia City is noted and greatly appreciated. Based on qualifications, experience, and knowledge, county staff recommend the appointment of Gretchen Lavach to the VCTC board.

Public Comment: None

Motion: In accordance with the recommendation by county staff, Commissioner Mitchell, move to appoint Gretchen Lavach to serve as the Merchant Representative on the Virginia City Tourism Commission Board. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

11. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to consider Letters of Interest from applicants to serve on the Virginia City Tourism Commission (VCTC) and to appoint a Hotel Representative to the VCTC Board.

Ms. Coughlin said that two letters of interest were received for the Hotel board member position on the VCTC Board: Jill Clough and Paul Hoyle. Interviews were conducted and both applicants showed an impressive background. Their engagement with the community and business district in Virginia City and Gold Hill is noted and greatly appreciated. Based on qualifications, experience, and knowledge of the Virginia City Tourism Commission, county staff recommend the reappointment of Paul Hoyle to the VCTC board.

Public Comment: None

Motion: In accordance with the recommendation by county staff, I, Commissioner Mitchell, move to reappoint Paul Hoyle to serve as the Hotel Representative on the Virginia City Tourism Commission Board. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** To authorize the County Manager to approve an amendment to the Tyler Annual Software Contract for ERP PRO, previously approved in the 2023-2024 Budget. Community Development is moving from a Fire Based System to a Building Based Permitting & Inspection System. An increase of approximately \$2,148 is anticipated for this software. A pro-rated refund is expected from the Fire Based system once the new system is up and working. The amended increase should be covered by the pro-rated refund from the fire-based system.

Community Development Director Pete Renaud said there was no building-based system for permitting and inspection, and his department had been using a fire-based system, which included things not appropriate for building permitting and inspections. He said this software would improve efficiency as it was designed for departments such as Community Development.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the authorization for the County Manager to approve an amendment to The Tyler Annual Software Contract for ERP Pro - Incode, Permitting and Mobile Inspections for Community Development construction permitting and inspections. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

- 14. DISCUSSION ONLY:** Water-Sewer FY24 2nd quarter budget vs actual review.

Comptroller McCain said at the 2nd quarter review, Water and Sewer funds are trending as expected, at 55 percent for Water and 51 percent for Sewer of Budget respectively.

Public Comment: None

15. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

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

Public Works Director Jason Wierzbicki said:

- The department is working on the parking lot behind the justice court.
- Almost complete with road Capital Improvement Plan.
- Almost finished with engineering for Lousetown Road.

Public Comment: None

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

18. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of the First Reading On-Sale Liquor License. The applicant is Paul Peter Remneff, Howdy's Grub located at 5 North C Street Unit B, Virginia City, Nevada.

Undersheriff Eric Kern said the investigation was complete and there were no disqualifiers.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the First Reading First Reading On-Sale Liquor License. The applicant is Paul Peter Remneff, Howdy's Grub, located at 5 North C Street Unit B, Virginia City, Nevada. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

20. DISCUSSION ONLY: Fire District FY24 2nd quarter budget vs actual review.

Comptroller McCain said in the 2nd quarter review, the Fire District budget is at expected revenues and expenses. Revenue is 63 percent collected and expenses are at 35 percent. The Capital Projects fund is at 7 percent. Ms. McCain said she does not expect things to change.

Public Comment: None

- 21. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of an updated interlocal agreement for regional Hazardous Materials emergency response within Douglas County, Lyon County, Carson City, and Storey County.

Fire Chief Jeremy Loncar said this allows for two hazmat technicians to be part of the interlocal agreement for Quad County Haz Mat team, which includes Douglas County, Carson City, Lyon County and Storey County.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the updated interlocal agreement for Hazardous Materials emergency response within the quad counties and authorize the Fire Chief to sign. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 22. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible approval of the final fiscal year 25 through 29 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.

Fire Chief Loncar said the numbers are the best estimates he has, considering inflation and supply chain demands. He said there is money, but the district is waiting for equipment to come in, as he cannot get delivery in the same budget year. Chief Loncar said that because of that, he is looking at a 3-year plan for equipment, but wants to order equipment soon so the price is locked in, and the district won't have to pay inflated rates later. He also said that there was a time when \$10 million for a fire facility was reasonable, but costs went up considerably, contractors are harder to get, and costs will increase as time goes on.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the final fiscal year 25 through 29 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

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

- 24. DISCUSSION/FOR POSSIBLE ACTION:** Discuss and consider authorizing the County Manager to sign and approve a contract between Storey County and Lakota HRM, LLC commencing February 6, 2024, and ending June 30, 2025, in an amount of \$95.00/hour not exceeding 600 hours on an as-needed basis, for the purpose of providing prescribed human resources services including labor relations, independent administrative investigations, union contract negotiations, and other related services.

Austin said that Jeanne Greene, who has assisted the county in the past with human resources issues, was the manager of this company and the county would like to continue the contract for another year and a half. She would assist with union contracts, Memoranda of Understanding, and investigations if necessary. This would cover the county, the Fire District and the VCTC. This would not exceed 600 hours.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve authorizing the County Manager to sign and approve a contract between Storey County and Lakota HRM, LLC commencing February 6, 2024, and ending June 30, 2025, in an amount of \$95.00/hour not exceeding 600 hours on an as-needed basis, for the purpose of providing prescribed human resources services including labor relations, independent administrative investigations, union contract negotiations, and other related services. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

25. DISCUSSION/FOR POSSIBLE ACTION: Per Commissioner Gilman's request, discussion and consideration directing county officials to proceed with necessary research about procedures including, but not limited to, providing conditional offers, cooperative efforts, and taking necessary governing action, and to bring findings and recommendations back to the board for consideration to establish easements or rights-of-ways for a public road, utilities, and other associated county public infrastructure on portions of land located at Assessor's Parcel Numbers (APNs) 004-154-27 owned by Solar Farms, LLC; 004-151-06 Virginia Highlands, LLC; and/or 004-211-06 NV Uplands, LLC, and other properly related matters.

Commissioner Gilman said that 12 years ago the county was successful in a lawsuit involving the Cordevista ranch, previously known as TRW, which was expected to be a major residential project. The land was mostly zoned industrial. He said adequate development into that property was necessary. We need to ensure that we have adequate access to that property and ensure adequate development. He said it is not easily accessed through the west and would require highway grade roads, across the mesa and toward TRI. He said topography is a problem. He would like to have staff take a detailed look at this property in terms of access. Commissioner Mitchell agreed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct county officials to proceed with necessary research about procedures including, but not limited to, providing conditional offers, cooperative efforts, and taking necessary governing action, and to bring findings and recommendations back to the board for consideration to establish easements or rights-of-ways for a public road, utilities, and other associated county public infrastructure on portions

of land located at Assessor's Parcel Numbers (APNs) 004-154- 27 owned by Solar Farms, LLC; 004-151-06 Virginia Highlands, LLC; and/or 004-211- 06 NV Uplands, LLC, and other properly related matters.

26. DISCUSSION/FOR POSSIBLE ACTION: Discussion and consideration for approval a negotiated ten-year franchise agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste and recyclables in Storey County.

Joe Sloan of Sloan Vazquez McAfee, said the county did better in final negotiations with Waste Management, with the company agreeing to speed up use of special service vehicles, provide 3,500 vouchers for the transfer station and dump, and a reduction of the commercial rate by 3.5 percent. He also said the disposal rate came down for temp and roll-off bins, the senior rate was reduced by 10 percent, and the low-income senior rate was lowered by 30 percent.

Mr. Sloan said the two sides agreed to alternative language in the indemnification and insurance stipulations, and a Memorandum of Understanding must be added before executing the final document. He said three issues yet unresolved included adding the Lockwood GID in the voucher program, days of operation for the transfer station and the audit date.

After discussion, it was decided to wait to consider lowering the 8 percent franchise fee, but it could come up again at a future meeting. Commissioner Carmona asked if there was a direct savings for customers? Mr. Sloan said there would; that the lowering of the franchise fee would have no impact on the contractor. Commissioner Carmona said he supported lessening or eliminating the franchise fee. Commissioner Gilman suggested the board approve the contract now and decide in the future to reduce or eliminate the franchise fee, but to approve the contract as it stands.

District Attorney Anne Langer said the commissioners should put the indemnification and insurance language into the motion. She also said lessening the franchise fee would also have to be part of the motion.

Deputy District Attorney Bryan Brown described the process for developing the new insurance and indemnification language.

Public Comment: Terry Bently of Nevada Recycling and Salvage, the other bidder on the Solid Waste agreement, thanked the county for the opportunity to bid.

Ms. Langer said that insurance and indemnification no longer had to be part of the motion as they were already clarified. Commissioner Mitchell suggested a second motion regarding the franchise fee and Ms. Langer agreed.

Motion: I, Commissioner Mitchell, move to approve the negotiated ten-year franchise agreement between Storey County and Waste Management, Inc. (dba “Storey County Sanitation”) for the collection of solid waste and recyclables in Storey County to include the amendments and updating that reflect agreements on voucher availability countywide to include Lockwood, transfer station days of operation, the audit date as addressed in Section 8.12. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

Motion: Under this agenda item, I, Commissioner Mitchell, make a separate motion to direct staff to prepare some analysis on the impact of changing the franchise fee and bring that back to us at a regularly scheduled meeting within the next 60 days. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

27. DISCUSSION/FOR POSSIBLE ACTION: First Reading of Bill No. 139, Ordinance No. 24-327, an ordinance adding Article III District No. 2 to Chapter 3.50 to the Storey County Code creating Storey County Economic Diversification District No. 2 and providing for other properly related matters.

Austin Osborne said this is the first reading of an ordinance that recognizes there is time to review. Changes can happen to the document. The second reading will be on Feb. 20, and there will be discussion for residents.

This ordinance allows for a second Storey County Diversification District, like the first that allowed Tesla to gain tax abatements when the Gigafactory in TRI was being planned. The second diversification district will add a 10-year abatement to improvements on either vacant land, or personal property improvements in existing buildings left unused.

Mr. Osborne offered a power point on the new expansion at the industrial park that would be subject to the second diversification district, dividing the area into five separate sections: Milan, Electric, New West, Viewshed and Main, which covers Tesla-owned property in the industrial park.

Mr. Osborne said the 10-year abatements would be for real estate taxes, personal property taxes, and sales and use taxes. Criteria include how much money is invested and what the average wages are.

Mr. Osborne said that any expansion after Nov. 30, 2023, will be included in abatements. Any structure existing before Dec. 1, 2023, will be taxed, and expansion in parking lots on abated land always stays taxed. Buildings that are leaseholds will be taxed, but the contents will be abated.

Mr. Osborne read the title of the ordinance into the record.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve First Reading adding Article III District No. 2 to Chapter 3.50 to the Storey County Code creating Storey County Economic Diversification District No. 2 and providing for other properly related matters. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

28. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible action to approve the Governmental Services Agreement for Storey County Economic Diversification District No. 2 (EDD2) between Storey County and Tesla, Inc. defraying county costs providing law enforcement, administration, infrastructure, and other services to EDD2. This item will be continued to the next board meeting following discussion and public comment.

Mr. Osborne said the county is negotiating with Tesla on providing services that will allow the county sheriff, fire, and public works to respond with services to areas that have been abated.

Commissioner Carmona suggested asking Tesla to communicate with the state their recommendation it protect Storey County's tax revenue.

Mr. Osborne said this subject can be discussed at the special meeting Feb. 16 for a discussion-only workshop.

Public Comment: None


Motion: After discussion and comments, I, Commissioner Mitchell, move to continue to our Feb. 16, 2024, special meeting of the Board of Storey County Commissioners this Governmental Services Agreement for Storey County Economic Diversification District No. 2 (EDD2) between Storey County and Tesla, Inc. defraying county costs providing law enforcement, administration, infrastructure, and other services to EDD2. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

29. PUBLIC COMMENT (No Action): None

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

Commission Chairman Jay Carmona adjourned the meeting at 12:32 p.m.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 3/19/2024 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 February 15, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 17758470969

- **Staff Summary:** See attached.
- **Supporting Materials:** See Attachments
- **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

2/15/2024 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

SPECIAL 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 - 37

In-Person - 11

Zoom - 26

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

Commissioner Carmona called the meeting to order at 10:04 a.m.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT (No Action): None

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the February 15, 2024, special meeting.

Public Comment: None

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

5. CONSENT AGENDA FOR POSSIBLE ACTION:

I. Possible approval updating the list of county appointments to serve on state, county, and regional boards and committees 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.

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

Tourism Director Todd Tuttle

- Nearly 500 tickets were sold for the recent Devil Made Me Do It Saloon Crawl.
- The next event is the Mountain Oyster Fry and St. Patrick's Day Parade on March 16.

Planning Manager Kathy Canfield

- The Planning Commission meeting at 6 p.m. Feb. 15 will cover a source water protection plan, with representatives from the Nevada Department of Environmental Protection to make a presentation.

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

Commissioner Carmona noted the passing of former Public Works employee Barbara Bowers.

8. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the final canvass of the results of the February 6th, 2024, Presidential Primary Election held in and for Storey County.

Clerk-Treasurer Jim Hindle said this canvass of the vote was for the Presidential Preference Primary held on Feb. 6, 2024. The canvass can't be fully included in the meeting packet and notice due to timing, as ballots postmarked Feb. 6 have four days to arrive, and cured ballots have six days to be counted. Mr. Hindle gave an election summary report, indicating that the

vote was conducted as planned with no issues. It was a closed primary, so only Democrats and Republicans were allowed to vote. He said there was a very low turnout for both the county and the state, so there are no statistical trends to note. Mr. Hindle showed a presentation on the voting results, by precinct as well as by candidate, which are available on the Clerk's pages of the county website, under "Election Information".

Commissioner Carmona and Mr. Hindle thanked the staff and volunteers.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the final canvass of the February 6th, 2024, Presidential Primary Election held in and for Storey County and that the County Clerk make a copy of the abstract and make a mechanical report of the abstract to the Secretary of State. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

- 9. DISCUSSION ONLY:** Review, discuss, and provide comments and public review on Bill No. 139, Ordinance No. 24-327 amending Storey County Code 3.50 adding Economic Diversification District No. 2, and draft Government Services Agreement defraying county costs needed to provide government services to Economic Diversification District No. 2 related to Tesla, Inc.'s application to the Governor's Office of Economic Development for certain sales and use tax, real property tax, and personal property tax abatements for Gigafactory 2 and/or related expansion activities, and other properly related matters. This item does not pertain to Economic Diversification District No. 1.

County Manager Austin Osborne said this is a workshop to get public comment and commissioner input about creating an ordinance proposal to create Economic Diversification District No. 2. He said it is different from Economic Diversification District No. 1, which was passed in 2015 to accommodate the tax abatement requested by Tesla for its Gigafactory 1. There is also the issue of a Government Services Agreement to defray costs associated with serving the area. The draft ordinance, along with related documents are on Page 7 of the BOC packet, located on the Storey County Web Site under Agendas: Board of Commissioners.

Mr. Osborne said the ordinance defines the district and does not include real estate or personal property that was included in EDD1. Anything under EDD1 will be taxed as of June 30, 2024.

For the Milan and Viewshed sections, there is no land involved, but building expansion would be abated under EDD2. For the New West section, which was not part of EDD1, abatements would be effective Dec. 1, 2023. For the Electric section, land would not be abated, but expansions would be. The final section will be subject to abatement on July 1, 2024, with new parking lots, poles and other improvements being abated.

Mr. Osborne said discussions were still going on with the state Department of Taxation and the District Attorney's office.

On the Government Services Agreement, Mr. Osborne said that the draft includes Tesla paying for seven sheriff's deputies, including personal protective equipment, vehicles, and other equipment. The company would also provide a pilot car. Tesla will also pay 85 percent of the cost of a traffic signal at the intersection of Milan and Electric in TRIC. The Assessor's Office will be covered for appraisals and an independent auditor, and a 911 dispatcher will be funded. Mr. Osborne said the costs will be paid for a term of 10 years, with payments to begin in July 2024. The amount is \$11.2 million over two years, with \$2.1 million for Dispatch. The county will receive \$13.68 million over time, with an 8.8 percent penalty for failure to make payments on time. Mr. Osborne said there are re-openers in the draft GSA so that changes can be discussed.

Commissioner Gilman called the agreement a very workable baseline, and all the commissioners thanked county staff and Tesla representatives.

The second reading of this ordinance and the GSA will be voted on by the commissioners on Feb. 20, 2024.

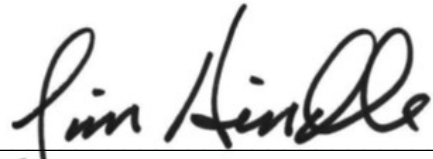
Public Comment: None

10. PUBLIC COMMENT (No Action):

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

Commissioner Carmona adjourned the meeting at 10:50 a.m.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 3/19/2024 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. 775 Electric LLC – Contractor / 130 Alamosa St. ~ Dayton, NV
- B. A Affordable Striping & Sealing – Contractor / 4440 E. Alexander Ste. A ~ Las Vegas, NV
- C. Criterion Construction LLC – Contractor / 2175 Lakeside Dr. ~ Reno, NV
- D. LeafFilter North, LLC – Contractor / 1595 Georgetown Rd ~ Hudson, OH
- E. Legion Solar Power LLC – Contractor / 2645 W. Cheyenne Ave ~ North Las Vegas, NV
- F. LTI Contracting – Contractor / 22631 N. 18th Ave. ~ Phoenix, AZ
- G. MMI Tank Inc. – Contractor / 3240 S. 37th Ave. ~ Phoenix, AZ
- H. Pavers by Porter – Contractor / 645 Tranquil Dr. ~ Sparks, NV
- I. Redline Technical Services LLC – Contractor / 5595 Tarzyn Rd. ~ Fallon, NV
- J. Tahoe Mini Crane Service – Contractor / 213 W. Gardengate Way ~ Carson City, NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
- **Prepared by:** Ashley Mead

Department: Community Development

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 Attachments
- **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

March 11, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 19, 2024**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. 775 Electric LLC** – Contractor / 130 Alamosa St. ~ Dayton, NV
- B. A Affordable Striping & Sealing** – Contractor / 4440 E. Alexander Ste. A ~ Las Vegas, NV
- C. Criterion Construction LLC** – Contractor / 2175 Lakeside Dr. ~ Reno, NV
- D. LeafFilter North, LLC** – Contractor / 1595 Georgetown Rd ~ Hudson, OH
- E. Legion Solar Power LLC** – Contractor / 2645 W. Cheyenne Ave ~ North Las Vegas, NV
- F. LTI Contracting** – Contractor / 22631 N. 18th Ave. ~ Phoenix, AZ
- G. MMI Tank Inc.** – Contractor / 3240 S. 37th Ave. ~ Phoenix, AZ
- H. Pavers by Porter** – Contractor / 645 Tranquil Dr. ~ Sparks, NV
- I. Redline Technical Services LLC** – Contractor / 5595 Tarzyn Rd. ~ Fallon, NV
- J. Tahoe Mini Crane Service** – Contractor / 213 W. Gardengate Way ~ Carson City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$2,557,497.49.
- **Recommended motion:** Approval of claims as submitted.
- **Prepared by:** Cory Y Wood

Department: Comptroller

Contact Number: 7758471133

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 02/02/2024 - 02/02/2024

Payment Date Range 02/02/2024 - 02/02/2024

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number	Account Name		Dist Amount					
Vendor Set: 01 - Storey County Vendors													
404300 - INTERNAL REVENUE SERVICE													
INV0018509	Medicare	0.00	0.00	2/2/2024	001-29503-000	DFT0001696	2/2/2024	78,168.26	0.00	0.00	0.00	78,168.26	78,168.26
				11,044.82		Medicare		11,044.82	0.00	0.00	0.00	11,044.82	11,044.82
INV0018510	Social Security	0.00	0.00	2/2/2024	001-29505-000	DFT0001697	2/2/2024	1,827.12	0.00	0.00	0.00	1,827.12	1,827.12
				1,827.12		Social Security		1,827.12	0.00	0.00	0.00	1,827.12	1,827.12
INV0018511	Federal Income Tax w/held	0.00	0.00	2/2/2024	001-29501-000	DFT0001698	2/2/2024	36,895.60	0.00	0.00	0.00	36,895.60	36,895.60
				36,895.60		Federal w/holding		36,895.60	0.00	0.00	0.00	36,895.60	36,895.60
INV0018530	Medicare	0.00	0.00	2/2/2024	001-29503-000	DFT0001700	2/2/2024	5,486.50	0.00	0.00	0.00	5,486.50	5,486.50
				5,486.50		Medicare		5,486.50	0.00	0.00	0.00	5,486.50	5,486.50
INV0018531	Federal Income Tax w/held	0.00	0.00	2/2/2024	001-29501-000	DFT0001701	2/2/2024	22,118.67	0.00	0.00	0.00	22,118.67	22,118.67
				22,118.67		Federal w/holding		22,118.67	0.00	0.00	0.00	22,118.67	22,118.67
INV0018532	Medicare	0.00	0.00	2/2/2024	001-29503-000	DFT0001706	2/2/2024	101.34	0.00	0.00	0.00	101.34	101.34
				101.34		Medicare		101.34	0.00	0.00	0.00	101.34	101.34
INV0018533	Federal Income Tax w/held	0.00	0.00	2/2/2024	001-29501-000	DFT0001707	2/2/2024	694.21	0.00	0.00	0.00	694.21	694.21
				694.21		Federal w/holding		694.21	0.00	0.00	0.00	694.21	694.21
Vendors: (1)								Total 01 - Storey County Vendors:					
								78,168.26	0.00	0.00	0.00	78,168.26	78,168.26
Vendors: (1)								78,168.26	0.00	0.00	0.00	78,168.26	78,168.26
Report Total:								78,168.26	0.00	0.00	0.00	78,168.26	78,168.26

County Commissioners approval is reported in the

Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin 20240209 Date

Approved By:

Comptroller 2-9-24 Date

Treasurer 2/12/24 Date

2/2 = \$ 77,372.71
2/5 = \$ 795.55

\$ 78,168.26



STOREY COUNTY

Check Register

Packet: APPKT06259 - 2024-02-09 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	02/09/2024	EFT	0.00	93,564.30	10499
100182	APEX SAW & TOOL	02/09/2024	Regular	0.00	63.99	112901
403795	ALPINE LOCK INC	02/09/2024	Regular	0.00	233.45	112902
100135	ALSCO INC	02/09/2024	Regular	0.00	373.14	112903
406619	AMAZON BUSINESS	02/09/2024	Regular	0.00	94.22	112904
404394	GTP ACQUISITION PARTNERS II LLC	02/09/2024	Regular	0.00	1,264.96	112905
403651	ARC HEALTH AND WELLNESS	02/09/2024	Regular	0.00	4,710.00	112906
406683	SIERRA MEAT CO	02/09/2024	Regular	0.00	820.88	112907
407058	ARNOLD, JANET	02/09/2024	Regular	0.00	853.90	112908
103061	ASSESSOR'S ASSOC OF NEV	02/09/2024	Regular	0.00	250.00	112909
406748	AT & T MOBILITY, LLC	02/09/2024	Regular	0.00	1,366.57	112910
99663	AT&T MOBILITY II LLC	02/09/2024	Regular	0.00	1,657.63	112911
403619	AT&T TELECONFERENCE SERVICE	02/09/2024	Regular	0.00	5.88	112912
100073	AUTO & TRUCK ELECTRIC, INC	02/09/2024	Regular	0.00	390.00	112913
405786	ALL AMERICAN AUTO BODY	02/09/2024	Regular	0.00	5,000.00	112914
405077	MACKAY MANSION	02/09/2024	Regular	0.00	80.50	112915
406848	SAM SHAD PRODUCTIONS	02/09/2024	Regular	0.00	4,817.50	112916
404634	SIX MILE CANYON MINI STORAGE	02/09/2024	Regular	0.00	60.00	112917
406556	BRIAN BROWN MEDIATION, LTD	02/09/2024	Regular	0.00	9,500.00	112918
403671	THE WASHOE CLUB MUSEUM	02/09/2024	Regular	0.00	223.00	112919
99763	CANYON GENERAL IMPROVEMENT I	02/09/2024	Regular	0.00	1,148.40	112920
100792	CAPITAL FORD INC	02/09/2024	Regular	0.00	112.71	112921
404216	CARSON VALLEY OIL CO	02/09/2024	Regular	0.00	13,990.79	112922
99720	CASELLE INC	02/09/2024	Regular	0.00	278.00	112923
100505	CITY OF CARSON TREASURER	02/09/2024	Regular	0.00	20.00	112924
403822	COLLECTION SERVICE OF NEV	02/09/2024	Regular	0.00	10.77	112925
406406	COMSTOCK PROPANE	02/09/2024	Regular	0.00	3,995.87	112926
403773	COONS CONSTRUCTION LLC	02/09/2024	Regular	0.00	1,069.40	112927
103220	ON THE SIDE GRAPHICS & SIGNS	02/09/2024	Regular	0.00	154.00	112928
404466	FIRST CHOICE COFFEE SRV	02/09/2024	Regular	0.00	335.50	112929
404970	DANT-PACIFIC LTD	02/09/2024	Regular	0.00	204.41	112930
404684	DASH MEDICAL GLOVES, LLC	02/09/2024	Regular	0.00	713.30	112931
406010	DEITZ MEDIA & MARKETING, LLC	02/09/2024	Regular	0.00	10,762.94	112932
100717	DELTA FIRE SYSTEMS INC	02/09/2024	Regular	0.00	150.00	112933
407037	DETECTACHEM INC	02/09/2024	Regular	0.00	371.47	112934
403576	DOMINION VOTING SYSTEMS INC.	02/09/2024	Regular	0.00	15,557.41	112935
406831	DREILING, DEREK CHARLES	02/09/2024	Regular	0.00	833.76	112936
103307	RECORDERS ASSOCIATION OF NEVA	02/09/2024	Regular	0.00	75.00	112937
404509	FASTENAL COMPANY	02/09/2024	Regular	0.00	815.13	112938
404117	FLEET HEATING & AIR INC	02/09/2024	Regular	0.00	8,786.60	112939
406817	FOLEY, HELEN A	02/09/2024	Regular	0.00	4,000.00	112940
407059	FRANCIS, MELAINA	02/09/2024	Regular	0.00	6.14	112941
404640	GLADDING, EDWARD A.	02/09/2024	Regular	0.00	607.50	112942
103470	GREAT BASIN TERMITE & PEST CON	02/09/2024	Regular	0.00	575.00	112943
102983	USABUEBOOK	02/09/2024	Regular	0.00	1,936.79	112944
405913	HEAVENS ARK ENTERPRISE LLC	02/09/2024	Regular	0.00	5,100.00	112945
406941	BLIZZ INC	02/09/2024	Regular	0.00	3,000.00	112946
406603	HUSTLER HYDRAULICS LLC	02/09/2024	Regular	0.00	32.31	112947
100885	IRON MOUNTAIN	02/09/2024	Regular	0.00	958.16	112948
403834	IT1 SOURCE LLC	02/09/2024	Regular	0.00	1,664.54	112949
403269	JET PLUMBING & DRAIN SERVICES	02/09/2024	Regular	0.00	1,571.01	112950
406428	J W WELDING SUPPLIES & TOOLS	02/09/2024	Regular	0.00	117.53	112951
103032	JOHN DEERE FINANCIAL POWERPLA	02/09/2024	Regular	0.00	4,214.57	112952
406617	JOHN H BURROWS INC	02/09/2024	Regular	0.00	568.84	112953

Check Register

Packet: APPKT06259-2024-02-09 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404724	MILLER'S JACKETS AND UNIFORMS	02/09/2024	Regular	0.00	644.75	112954
403563	JUSTICE AV SOLUTIONS, INC	02/09/2024	Regular	0.00	9,445.00	112955
101040	L N CURTIS & SONS	02/09/2024	Regular	0.00	576.95	112956
406797	BATTLE BORN EMERGENCY TECH	02/09/2024	Regular	0.00	1,091.78	112957
403387	SYMBOLARTS LLC	02/09/2024	Regular	0.00	220.00	112958
101030	LIFE-ASSIST INC	02/09/2024	Regular	0.00	136.00	112959
405548	LUMOS & ASSOCIATES, INC	02/09/2024	Regular	0.00	12,079.75	112960
404363	MA LABS INC	02/09/2024	Regular	0.00	5,204.87	112961
406484	LAST RESORT DJ SERVICE	02/09/2024	Regular	0.00	250.00	112962
103126	PRIORITY DISPATCH CORP	02/09/2024	Regular	0.00	555.00	112963
102857	MICHAEL HOHL MOTOR CO	02/09/2024	Regular	0.00	71.21	112964
405609	MICHAEL'S RENO POWERSPORTS	02/09/2024	Regular	0.00	23,692.50	112965
101228	NEV ADMIN BLDG & GROUNDS	02/09/2024	Regular	0.00	7,665.35	112966
403317	NEV DEPT PUBLIC SAFETY	02/09/2024	Regular	0.00	1,046.50	112967
101265	NEV EMPLOYMENT SECURITY	02/09/2024	Regular	0.00	1,505.42	112968
103234	NEV FIRE MARSHAL	02/09/2024	Regular	0.00	1,450.00	112969
101168	NEVADA ASSOCIATION OF COUNTIE	02/09/2024	Regular	0.00	13,892.00	112970
406389	NEVADA BARRICADE & SIGN, INC	02/09/2024	Regular	0.00	1,800.00	112971
103451	NEVADA JUDGES OF LIMITED JURIS	02/09/2024	Regular	0.00	250.00	112972
101269	NEVADA LEGAL SERVICES INC	02/09/2024	Regular	0.00	456.93	112973
407057	NORTH AMERICAN RESCUE LLC	02/09/2024	Regular	0.00	4,155.60	112974
99806	CONCENTRA MED CNTR/ADV SPCLS	02/09/2024	Regular	0.00	504.00	112975
405127	O'REILLY AUTO PARTS	02/09/2024	Regular	0.00	2,146.08	112976
407060	JOHNSTONE SUPPLY	02/09/2024	Regular	0.00	35.88	112977
405584	PERPETUAL STORAGE, INC.	02/09/2024	Regular	0.00	1,779.67	112978
403895	WAY IT WAS MUSEUM	02/09/2024	Regular	0.00	20.00	112979
404845	PILOT THOMAS LOGISTICS LLC	02/09/2024	Regular	0.00	305.28	112980
406800	SUMMIT COLLECTION SERIVCES	02/09/2024	Regular	0.00	475.93	112981
404837	PIPER'S OPERA HOUSE	02/09/2024	Regular	0.00	90.00	112982
403329	PROTECTION DEVICES INC	02/09/2024	Regular	0.00	809.85	112983
406925	SEMI SERVICE	02/09/2024	Regular	0.00	3,776.12	112984
406815	RCG ECONOMICS LLC	02/09/2024	Regular	0.00	62,500.00	112985
200395	SAINT MARYS ARTCENTER INC	02/09/2024	Regular	0.00	13,850.00	112986
103241	SBC GLOBAL SERVICES IN LD	02/09/2024	Regular	0.00	108.97	112987
407050	SCHNORR, ZACHARY DANIEL	02/09/2024	Regular	0.00	100.00	112988
404675	SUPERIOR POOL PRODUCTS	02/09/2024	Regular	0.00	336.00	112989
407055	SEFCHICK, GENEVIEVE MARIE	02/09/2024	Regular	0.00	130.00	112990
406778	SILVER STATE ANALYTICAL LABORA	02/09/2024	Regular	0.00	780.00	112991
406776	SHAKESPEARE UNLIMITED	02/09/2024	Regular	0.00	115,271.77	112992
406367	SHEPHERD SCOTT F.	02/09/2024	Regular	0.00	500.00	112993
101630	NV ENERGY	02/09/2024	Regular	0.00	22,247.41	112994
	Void	02/09/2024	Regular	0.00	0.00	112995
403957	SILVERLAND INN AND SUITES	02/09/2024	Regular	0.00	329.24	112996
101658	SPB UTILITY SERVICES INC	02/09/2024	Regular	0.00	7,192.00	112997
405989	TSA CUSTOM CAR AND TRUCK	02/09/2024	Regular	0.00	3,371.86	112998
101717	ST CO SCHOOL DISTRICT	02/09/2024	Regular	0.00	63,951.99	112999
101745	ST CO WATER SYSTEM	02/09/2024	Regular	0.00	3,363.87	113000
101745	ST CO WATER SYSTEM	02/09/2024	Regular	0.00	508.39	113001
405475	STAPLES BUSINESS ADVANTAGE	02/09/2024	Regular	0.00	386.14	113002
407061	STARICHA, WILLIAM	02/09/2024	Regular	0.00	189.84	113003
101229	STATE OF NEVADA	02/09/2024	Regular	0.00	332,090.08	113004
101335	STATE OF NEVADA, DEPT OF TAXAT	02/09/2024	Regular	0.00	131.16	113005
406494	ROY C STRALLA ATTORNEY AT LAW I	02/09/2024	Regular	0.00	5,000.00	113006
403892	PONDEROSA MINE TOURS	02/09/2024	Regular	0.00	286.00	113007
407051	SUNRISE DISTRIBUTING LLC	02/09/2024	Regular	0.00	230.80	113008
406807	VECTOR SOLUTIONS	02/09/2024	Regular	0.00	8,859.86	113009
405124	CHOLLAR MINE 1859 LLC	02/09/2024	Regular	0.00	155.00	113010
405185	THATCHER COMPANY OF NEVADA, I	02/09/2024	Regular	0.00	734.09	113011
404615	THE ANTOS AGENCY	02/09/2024	Regular	0.00	2,575.00	113012
404030	TAHOE SIERRA DISTRIBUTING CO	02/09/2024	Regular	0.00	198.00	113013
405093	SINNETT CONSULTING SERVICES	02/09/2024	Regular	0.00	350.00	113014

Check Register

Packet: APPKT06259-2024-02-09 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
407013	TRANSUNION RISK AND ALTERNATI	02/09/2024	Regular	0.00	6.00	113015
403225	TRI GENERAL IMPROVEMENT	02/09/2024	Regular	0.00	1,130.42	113016
406738	UBEO BUSINESS SERVICES	02/09/2024	Regular	0.00	2,758.98	113017
102962	UNIFORMITY	02/09/2024	Regular	0.00	544.14	113018
403728	UNITED SITE SERVICES OF NEVADA,	02/09/2024	Regular	0.00	180.00	113019
406623	US FOODS INC	02/09/2024	Regular	0.00	9,868.87	113020
101845	US POSTOFFICE (VC)	02/09/2024	Regular	0.00	188.00	113021
403983	VCTC	02/09/2024	Regular	0.00	20.00	113022
402820	WALKER & ASSOCIATES, INC.	02/09/2024	Regular	0.00	4,000.00	113023
405574	WASHOE COUNTY FORENSIC SCIENC	02/09/2024	Regular	0.00	432.00	113024
101809	WEDCO INC	02/09/2024	Regular	0.00	436.98	113025
101920	WESTERN NEVADA SUPPLY CO	02/09/2024	Regular	0.00	322.15	113026
406773	WILEY, CINDY J	02/09/2024	Regular	0.00	915.39	113027
405184	UNIFORMS2YOU / RENO UNIFORMS	02/09/2024	Regular	0.00	119.98	113028
404295	WELLS ONE COMMERCIAL CARD	02/09/2024	Bank Draft	0.00	39,843.26	DFT0001722

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	267	127	0.00	878,286.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	33	1	0.00	39,843.26
EFT's	10	1	0.00	93,564.30
	310	130	0.00	1,011,693.83

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2024	1,011,693.83
			<u>1,011,693.83</u>



STOREY COUNTY

Check Register

Packet: APPKT06264 - 2024-02-14 Spcl Ck Commish Peri Rnch
Rd Project cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
101630	NV ENERGY	02/15/2024	Regular	0.00	3,000.00	113029

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	3,000.00

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

C Wood 2/15/2024
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
SMC 2-15-24
Comptroller Date

Valerie P. [Signature] 2/15/24
Treasurer Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 1/29/2024-2/11/2024

Packet: PRPKT02031 - 2024-02-16: FIRE Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	47	159,974.02
Total	47	159,974.02

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

Kyal 20240215
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

MA 2.15.24
Comptroller Date

Waterbury, Deputy 2/20/24
Treasurer Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 02/16/2024 - 02/16/2024
Payment Date Range 02/16/2024 - 02/16/2024

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description					Account Number	Account Name		Dist Amount					
Vendor Set: 01 - Storey County Vendors													
405424 - OPTUM BANK, MEMBER FDIC													
INV0018546	HSA Contributions	0.00	0.00	2/16/2024	DFT0001723	2/16/2024	Fire-Ins	15,128.91	0.00	0.00	0.00	15,128.91	15,128.91
							Fire-Ins	3,028.00	0.00	0.00	0.00	3,028.00	3,028.00
							Fire-Ins	2,778.00					
								250.00					
INV0018564	HSA Contributions	0.00	0.00	2/16/2024	DFT0001726	2/16/2024	Insurances	11,940.91	0.00	0.00	0.00	11,940.91	11,940.91
							Rds-Ins	10,458.88					
							Wtr-Ins	784.51					
							Swr-Ins	223.80					
							VCTC-Ins	173.72					
							Pipers-Ins	210.01					
								89.99					
INV0018565	HSA Contributions	0.00	0.00	2/16/2024	DFT0001727	2/16/2024	Insurances	160.00	0.00	0.00	0.00	160.00	160.00
								160.00					
Vendors: (1)								Total 01 - Storey County Vendors:					
Vendors: (1)								15,128.91	0.00	0.00	0.00	15,128.91	15,128.91
Report Total:								15,128.91	0.00	0.00	0.00	15,128.91	15,128.91

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

Approved By:

Kyle C. 20240215
Processed & Submitted to Treasurer by Comptroller Admin Date

AMC 2-15-24
Comptroller Date
Debra G. Smith 2/26/24
Treasurer Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 02/16/2024 - 02/16/2024
Payment Date Range 02/16/2024 - 02/16/2024

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0018553	Medicare	0.00	0.00	2/16/2024	001-29503-000	DFT0001724	2/16/2024	Medicare	74,293.95	0.00	0.00	0.00	74,293.95	74,293.95
									5,618.10	0.00	0.00	0.00	5,618.10	5,618.10
INV0018554	Federal Income Tax w/held	0.00	0.00	2/16/2024	001-29501-000	DFT0001725	2/16/2024	Federal w/holding	23,770.60	0.00	0.00	0.00	23,770.60	23,770.60
									23,770.60	0.00	0.00	0.00	23,770.60	23,770.60
INV0018576	Medicare	0.00	0.00	2/16/2024	001-29503-000	DFT0001728	2/16/2024	Medicare	10,364.74	0.00	0.00	0.00	10,364.74	10,364.74
									10,364.74	0.00	0.00	0.00	10,364.74	10,364.74
INV0018577	Social Security	0.00	0.00	2/16/2024	001-29505-000	DFT0001729	2/16/2024	Social Security	1,543.02	0.00	0.00	0.00	1,543.02	1,543.02
									1,543.02	0.00	0.00	0.00	1,543.02	1,543.02
INV0018578	Federal Income Tax w/h	0.00	0.00	2/16/2024	001-29501-000	DFT0001730	2/16/2024	Federal w/holding	32,997.49	0.00	0.00	0.00	32,997.49	32,997.49
									32,997.49	0.00	0.00	0.00	32,997.49	32,997.49
Vendors: (1)									74,293.95	0.00	0.00	0.00	74,293.95	74,293.95
Total 01 - Storey County Vendors:									74,293.95	0.00	0.00	0.00	74,293.95	74,293.95
Vendors: (1)									74,293.95	0.00	0.00	0.00	74,293.95	74,293.95
Report Total:									74,293.95	0.00	0.00	0.00	74,293.95	74,293.95

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

Processed & Submitted to Treasurer by Comptroller Admin 20240215 Date

Approved By:

[Signature] 2.15.24 Date
Comptroller
[Signature] 2/20/24 Date
Treasurer



STOREY COUNTY

Payroll Check Register
Report Summary

Pay Period: 1/29/2024-2/11/2024

Packet: PRPKT02028 - 2024-02-16 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	3,790.45
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	165	304,976.53
Total	168	308,766.98

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

Kya 20240215
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
AMC 2-15-24
Comptroller Date

Deputy 2/26/24
Treasurer Deputy Date



STOREY COUNTY

Check Register

Packet: APPKT06271 - 2024-02-16 PERS 715 kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	02/16/2024	EFT	0.00	73,847.51	10503

Bank Code AP Bank Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	73,847.51
	2	1	0.00	73,847.51

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

Kyle Ch... 20240215
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

JM'C 2.15.24
Comptroller Date

Dale Peterson Deputy 2/26/24
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2024	73,847.51
			<u>73,847.51</u>



STOREY COUNTY

Check Register

Packet: APPKT06270 - 2024-02-16 PR Payment kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	02/16/2024	EFT	0.00	128,075.37	10500
404869	SCSO EMPLOYEES ASSOCIATIO	02/16/2024	EFT	0.00	684.00	10501
404639	VOYA INSTITUTIONAL TRUST COMP.	02/16/2024	EFT	0.00	9,289.48	10502
300003	AFLAC	02/16/2024	Regular	0.00	1,205.06	113030
300008	AFSCME LOCAL4041	02/16/2024	Regular	0.00	622.26	113031
405519	CIGNA HEALTH & LIFE INSURANCE C	02/16/2024	Regular	0.00	194,811.43	113032
	Void	02/16/2024	Regular	0.00	0.00	113033
300001	COLONIAL LIFE & ACCIDENT INS CO	02/16/2024	Regular	0.00	103.38	113034
404704	DVM INSURANCE AGENCY	02/16/2024	Regular	0.00	95.64	113035
406598	MICHIGAN STATE DISBURSEMENT L	02/16/2024	Regular	0.00	393.79	113036
300011	NEVADA STATE TREASURER	02/16/2024	Regular	0.00	4.00	113037
406600	NORTHWEST FIRE FIGHTER BENEFIT	02/16/2024	Regular	0.00	2,173.90	113038
103233	PUBLIC EMPLY RETIREMENT SYSTEM	02/16/2024	Regular	0.00	378.97	113039
300010	STATE COLLECTION & DISBURSEMEI	02/16/2024	Regular	0.00	1,124.44	113040
300006	STOREY CO FIRE FIGHTERS ASSOC	02/16/2024	Regular	0.00	1,450.00	113041
300005	WASHINGTON NATIONAL INS	02/16/2024	Regular	0.00	2,241.80	113042

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	12	0.00	204,604.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	3	0.00	138,048.85
	38	16	0.00	342,653.52

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2024	342,653.52
			<u>342,653.52</u>



STOREY COUNTY

Check Register

Packet: APPKT06302 - 2024-02-23 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404671	PORTER GROUP LLC	02/23/2024	EFT	0.00	10,000.00	10504
406510	SILVER STATE GOVERNMENT RELAT	02/23/2024	Regular	0.00	4,000.00	113043
100135	ALSCO INC	02/23/2024	Regular	0.00	436.52	113044
406619	AMAZON BUSINESS	02/23/2024	Regular	0.00	212.57	113045
403651	ARC HEALTH AND WELLNESS	02/23/2024	Regular	0.00	1,328.00	113046
405268	ARGENTUM PARTNERS, LTD	02/23/2024	Regular	0.00	9,000.00	113047
406683	SIERRA MEAT CO	02/23/2024	Regular	0.00	514.62	113048
405077	MACKAY MANSION	02/23/2024	Regular	0.00	292.50	113049
407072	BISBEE, PATRICIA L.	02/23/2024	Regular	0.00	171.26	113050
100471	MOUNDHOUSE TRUE VALUE HARDV	02/23/2024	Regular	0.00	466.01	113051
407063	TROY'S MOBILE SERVICE AND REPAI	02/23/2024	Regular	0.00	1,600.00	113052
401162	BROWNWELL, KELLY	02/23/2024	Regular	0.00	495.70	113053
403671	THE WASHOE CLUB MUSEUM	02/23/2024	Regular	0.00	303.25	113054
99763	CANYON GENERAL IMPROVEMENT I	02/23/2024	Regular	0.00	157.50	113055
100475	CAPITAL CITY AUTO PARTS	02/23/2024	Regular	0.00	18.71	113056
100792	CAPITAL FORD INC	02/23/2024	Regular	0.00	199.58	113057
404500	CARSON DODGE CHRYSLER INC	02/23/2024	Regular	0.00	379.20	113058
405831	CARSON NOW LLC	02/23/2024	Regular	0.00	200.00	113059
404216	CARSON VALLEY OIL CO	02/23/2024	Regular	0.00	8,663.29	113060
404216	CARSON VALLEY OIL CO	02/23/2024	Regular	0.00	621.02	113061
403775	CHARM-TEX	02/23/2024	Regular	0.00	137.80	113062
405519	CIGNA HEALTH & LIFE INSURANCE C	02/23/2024	Regular	0.00	21,149.69	113063
405134	CMC TIRE INC	02/23/2024	Regular	0.00	924.59	113064
403990	COMSTOCK CEMETERY FOUNDATIO	02/23/2024	Regular	0.00	606.00	113065
406406	COMSTOCK PROPANE	02/23/2024	Regular	0.00	6,386.47	113066
406602	CORWIN BUICK GMC RENO	02/23/2024	Regular	0.00	162.34	113067
103220	ON THE SIDE GRAPHICS & SIGNS	02/23/2024	Regular	0.00	2,010.00	113068
404466	FIRST CHOICE COFFEE SRV	02/23/2024	Regular	0.00	29.95	113069
404970	DANT-PACIFIC LTD	02/23/2024	Regular	0.00	408.82	113070
99652	COMSTOCK CHRONICLE	02/23/2024	Regular	0.00	462.00	113071
100717	DELTA FIRE SYSTEMS INC	02/23/2024	Regular	0.00	545.00	113072
406742	DICKINSON, SONYA	02/23/2024	Regular	0.00	202.50	113073
401385	DIXON, SHARON	02/23/2024	Regular	0.00	250.91	113074
403576	DOMINION VOTING SYSTEMS INC.	02/23/2024	Regular	0.00	11,000.00	113075
404176	DX-10 INC	02/23/2024	Regular	0.00	980.10	113076
406059	3D CONCRETE LLC	02/23/2024	Regular	0.00	3,327.03	113077
403835	EWING IRRIGATION PRODUCTS, INC	02/23/2024	Regular	0.00	523.23	113078
404509	FASTENAL COMPANY	02/23/2024	Regular	0.00	195.45	113079
405264	FIDELITY SECURITY LIFE INSURANCE	02/23/2024	Regular	0.00	223.58	113080
405969	FLEETPRIDE, INC	02/23/2024	Regular	0.00	26.48	113081
407074	GARDA CL SOUTHWEST INC	02/23/2024	Regular	0.00	436.96	113082
103470	GREAT BASIN TERMITE & PEST CON	02/23/2024	Regular	0.00	335.00	113083
404514	ENVORONMENTAL TEST SYSTEMS	02/23/2024	Regular	0.00	1,194.00	113084
403518	HART, DAVID E	02/23/2024	Regular	0.00	296.28	113085
406745	HAYDEN, SHERYL	02/23/2024	Regular	0.00	307.33	113086
403040	HENRY SCHEIN, INC.	02/23/2024	Regular	0.00	4,926.29	113087
405490	HIGASHI-PIZZUTO, GRACE	02/23/2024	Regular	0.00	50.00	113088
405360	HUNTINGTON, ELIZABETH L.	02/23/2024	Regular	0.00	144.00	113089
406603	HUSTLER HYDRAULICS LLC	02/23/2024	Regular	0.00	31.20	113090
406409	ISOLVED BENEFIT SERVICES	02/23/2024	Regular	0.00	1,323.00	113091
404328	INTERCEPT INC	02/23/2024	Regular	0.00	2,963.00	113092
100978	INTERSTATE OIL CO	02/23/2024	Regular	0.00	7,171.37	113093
407056	INTOXIMETERS INC	02/23/2024	Regular	0.00	9,988.75	113094
405726	IT1 CONSULTING, LLC	02/23/2024	Regular	0.00	4,665.63	113095

Check Register

Packet: APPKT06302-2024-02-23 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
403834	IT1 SOURCE LLC	02/23/2024	Regular	0.00	418.75	113096
103317	SILVER STATE INTERNATIONAL TRUCK	02/23/2024	Regular	0.00	212.54	113097
406428	J W WELDING SUPPLIES & TOOLS	02/23/2024	Regular	0.00	113.52	113098
406964	FIRE APPARATUS SOLUTIONS	02/23/2024	Regular	0.00	1,947.76	113099
101040	L N CURTIS & SONS	02/23/2024	Regular	0.00	27,334.95	113100
406797	BATTLE BORN EMERGENCY TECH	02/23/2024	Regular	0.00	3,017.68	113101
407066	LAKESIDE INDUSTRIES	02/23/2024	Regular	0.00	8.96	113102
404801	CREATIVE CONSULTING SOLUTIONS	02/23/2024	Regular	0.00	5,500.00	113103
406729	MR. BUBBLES LAUNDROMAT	02/23/2024	Regular	0.00	88.80	113104
101030	LIFE-ASSIST INC	02/23/2024	Regular	0.00	3,479.98	113105
404849	LINDE GAS & EQUIPMENT INC.	02/23/2024	Regular	0.00	81.75	113106
404102	LIQUID BLUE EVENTS LLC	02/23/2024	Regular	0.00	62,000.00	113107
404102	LIQUID BLUE EVENTS LLC	02/23/2024	Regular	0.00	3,200.00	113108
406650	LIVINGSTON, PAUL	02/23/2024	Regular	0.00	798.00	113109
405548	LUMOS & ASSOCIATES, INC	02/23/2024	Regular	0.00	5,720.00	113110
407065	LYNCH, WILLIAM CRAIG	02/23/2024	Regular	0.00	104.20	113111
404363	MA LABS INC	02/23/2024	Regular	0.00	5,044.54	113112
406746	MCCROSSIN, JAMES M	02/23/2024	Regular	0.00	172.50	113113
406639	NV DISTRIBUTORS, LLC	02/23/2024	Regular	0.00	2,688.00	113114
406031	MCINTOSH, CLAUDIA GARCIA	02/23/2024	Regular	0.00	130.00	113115
102857	MICHAEL HOHL MOTOR CO	02/23/2024	Regular	0.00	162.16	113116
403520	MOORE, ANNATHEA L	02/23/2024	Regular	0.00	454.19	113117
401157	MOORE, DEBORAH	02/23/2024	Regular	0.00	270.00	113118
404565	MOUNTAIN DENTAL	02/23/2024	Regular	0.00	672.00	113119
101228	NEV ADMIN BLDG & GROUNDS	02/23/2024	Regular	0.00	9,235.48	113120
101226	NEV COMPTROLLER	02/23/2024	Regular	0.00	12,449.00	113121
101226	NEV COMPTROLLER	02/23/2024	Regular	0.00	3,102.00	113122
101168	NEVADA ASSOCIATION OF COUNTIES	02/23/2024	Regular	0.00	2,000.00	113123
406706	AT&T NEVADA	02/23/2024	Regular	0.00	67.01	113124
406600	NORTHWEST FIRE FIGHTER BENEFIT	02/23/2024	Regular	0.00	5,274.09	113125
99806	CONCENTRA MED CNTR/ADV SPCLS	02/23/2024	Regular	0.00	92.00	113126
406417	OOSOSHARP, LLC	02/23/2024	Regular	0.00	2,716.21	113127
404118	OPTUMINSIGHT INC	02/23/2024	Regular	0.00	378.75	113128
405127	O'REILLY AUTO PARTS	02/23/2024	Regular	0.00	2,832.56	113129
407060	JOHNSTONE SUPPLY	02/23/2024	Regular	0.00	205.40	113130
404556	OUTFRONT MEDIA LLC	02/23/2024	Regular	0.00	718.00	113131
406359	PACSTATES	02/23/2024	Regular	0.00	51,783.39	113132
407030	PACIFIC RECORDS MANAGEMENT/P	02/23/2024	Regular	0.00	305.20	113133
403895	WAY IT WAS MUSEUM	02/23/2024	Regular	0.00	30.50	113134
404837	PIPER'S OPERA HOUSE	02/23/2024	Regular	0.00	34.00	113135
101435	PITNEY BOWES GLOBAL FINANCIAL	02/23/2024	Regular	0.00	84.12	113136
406657	PIZZUTO, CHRISTOPHER A	02/23/2024	Regular	0.00	40.00	113137
101417	POST NEV	02/23/2024	Regular	0.00	600.00	113138
404523	PROFORCE LAW ENFORCEMENT	02/23/2024	Regular	0.00	5,582.80	113139
103221	PEBP	02/23/2024	Regular	0.00	2,092.91	113140
404888	QUIGLEY, KATHRYN J.	02/23/2024	Regular	0.00	115.00	113141
405420	JOY ENGINEERING	02/23/2024	Regular	0.00	105.46	113142
407073	RAMOS-MACIAS, RANDY	02/23/2024	Regular	0.00	145.00	113143
406629	REINSHAGEN-HERNANDEZ, OLIVIA	02/23/2024	Regular	0.00	150.00	113144
405459	LINDA RITTER CONSULTING	02/23/2024	Regular	0.00	1,425.00	113145
404911	RONS REFRIGERATION, INC	02/23/2024	Regular	0.00	465.00	113146
407070	ROTONDI, MICHAEL	02/23/2024	Regular	0.00	80.00	113147
407064	SARGENT, SHARON L.	02/23/2024	Regular	0.00	122.50	113148
103241	SBC GLOBAL SERVICES IN LD	02/23/2024	Regular	0.00	63.77	113149
407050	SCHNORR, ZACHARY DANIEL	02/23/2024	Regular	0.00	100.00	113150
406778	SILVER STATE ANALYTICAL LABORATORY	02/23/2024	Regular	0.00	1,042.00	113151
404187	SAWDUST TRAILS	02/23/2024	Regular	0.00	71.00	113152
102461	SIERRA CONTROLS LLC	02/23/2024	Regular	0.00	962.00	113153
101630	NV ENERGY	02/23/2024	Regular	0.00	3,000.00	113154
406945	SILVER STATE JANITORIAL SERVICES	02/23/2024	Regular	0.00	480.00	113155
406744	SMITH, LYNN MARIE	02/23/2024	Regular	0.00	145.00	113156

Check Register

Packet: APPKT06302-2024-02-23 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404638	SOLENIS, LLC	02/23/2024	Regular	0.00	1,513.61	113157
405475	STAPLES BUSINESS ADVANTAGE	02/23/2024	Regular	0.00	206.40	113158
101229	STATE OF NEVADA	02/23/2024	Regular	0.00	2,535.00	113159
403892	PONDEROSA MINE TOURS	02/23/2024	Regular	0.00	808.00	113160
407051	SUNRISE DISTRIBUTING LLC	02/23/2024	Regular	0.00	1,179.75	113161
406676	SWITCH	02/23/2024	Regular	0.00	2,573.86	113162
407068	SYSO SACRAMENTO INC	02/23/2024	Regular	0.00	2,780.07	113163
407029	THE ABBIE AGENCY	02/23/2024	Regular	0.00	13,590.00	113164
405997	THE DIVIDE LLC	02/23/2024	Regular	0.00	50.00	113165
406649	THROWER-VICTORINE, DENISE	02/23/2024	Regular	0.00	514.72	113166
406828	TITAN ELECTRICAL CONTRACTING IN	02/23/2024	Regular	0.00	34,802.06	113167
402935	PURE WATER SYSTEMS OF NEVADA	02/23/2024	Regular	0.00	49.95	113168
405112	TYLER TECHNOLOGIES, INC	02/23/2024	Regular	0.00	390.00	113169
406738	UBEO BUSINESS SERVICES	02/23/2024	Regular	0.00	1,305.34	113170
102195	ULINE	02/23/2024	Regular	0.00	812.59	113171
102962	UNIFORMITY	02/23/2024	Regular	0.00	484.50	113172
406623	US FOODS INC	02/23/2024	Regular	0.00	6,276.93	113173
405479	US IMAGING INC	02/23/2024	Regular	0.00	14,248.80	113174
101845	US POSTOFFICE (VC)	02/23/2024	Regular	0.00	300.00	113175
406994	VANTAGE ID APPLICATIONS INC	02/23/2024	Regular	0.00	4,578.88	113176
403983	VCTC	02/23/2024	Regular	0.00	46.23	113177
101899	GRAINGER	02/23/2024	Regular	0.00	573.82	113178
407071	WARD-MUIPU, CHERIE	02/23/2024	Regular	0.00	116.39	113179
406579	WASHOE COUNTY	02/23/2024	Regular	0.00	260.00	113180
101809	WEDCO INC	02/23/2024	Regular	0.00	244.71	113181
101920	WESTERN NEVADA SUPPLY CO	02/23/2024	Regular	0.00	333.84	113182
405794	WHARTON CONCRETE FORMING SU	02/23/2024	Regular	0.00	77.12	113183
405466	ZOLL MEDICAL COPRORATION	02/23/2024	Regular	0.00	1,600.50	113184
404295	WELLS ONE COMMERCIAL CARD	02/23/2024	Bank Draft	0.00	43,557.53	DFT0001734

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	273	142	0.00	436,412.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	41	1	0.00	43,557.53
EFT's	1	1	0.00	10,000.00
	315	144	0.00	489,970.51

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2024	489,970.51
			<u>489,970.51</u>



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Consideration and approval of the Eagleview aerial imagery and software program for a 5 year contract in the amount of \$177,656.38. This is a budgeted item to be paid out of the Assessor's Tech fund.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** This is the contract to fly the Industrial park and the Assessor reappraisal, every year for the next 5 years. All property must be reappraised once every 5 years, so these flights will cover for a full county wide appraisal cycle. The Industrial Park gets flown every year. This is a budgeted item to be paid out of the Assessor's Tech fund.
- **Supporting Materials:** See Attachments
- **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



CUSTOMER NAME: Storey County, NV
Attn: Jana Seddon
CUSTOMER ADDRESS: Courthouse 26 S. B Street
Virginia City, Nevada 89440
CUSTOMER PHONE: (775) 847-0961
CUSTOMER E-MAIL: jseddon@storeycounty.org

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as "Party" and/or collectively as "Parties". EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Account" means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. "Activation" means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

1.3. "Authorized User" means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.4. "Confidential Information" means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.5. "Documentation" means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s)’ technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS



9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and



addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Five years

ORDER #
LC-10006230

BILL TO
Storey County, NV
Jana Seddon
Courthouse 26 S. B Street
Virginia City, Nevada 89440
(775) 847-0961
jseddon@storeycounty.org

SHIP TO
Storey County, NV
Jana Seddon
Courthouse 26 S. B Street
Virginia City, Nevada 89440
(775) 847-0961
jseddon@storeycounty.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1227131	Ruth Zipfel	Annual

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
45	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 5-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
86	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 5-Year Refresh Start Year: 2025	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
44	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 5-Year Refresh Start Year: 2026	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
86	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 5-Year Refresh Start Year: 2027	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
173	EagleView Cloud - Imagery GSD: 6in Refresh Frequency: 5-Year Refresh Start Year: 2027	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.



60	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 5-Year Refresh Start Year: 2028	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
12	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$23,240.28
Due at First Anniversary of Initial Activation of Services	\$38,492.28
Due at Second Anniversary of Initial Activation of Services	\$22,868.28
Due at Third Anniversary of Initial Activation of Services	\$64,235.27
Due at Fourth Anniversary of Initial Activation of Services	\$28,820.27

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

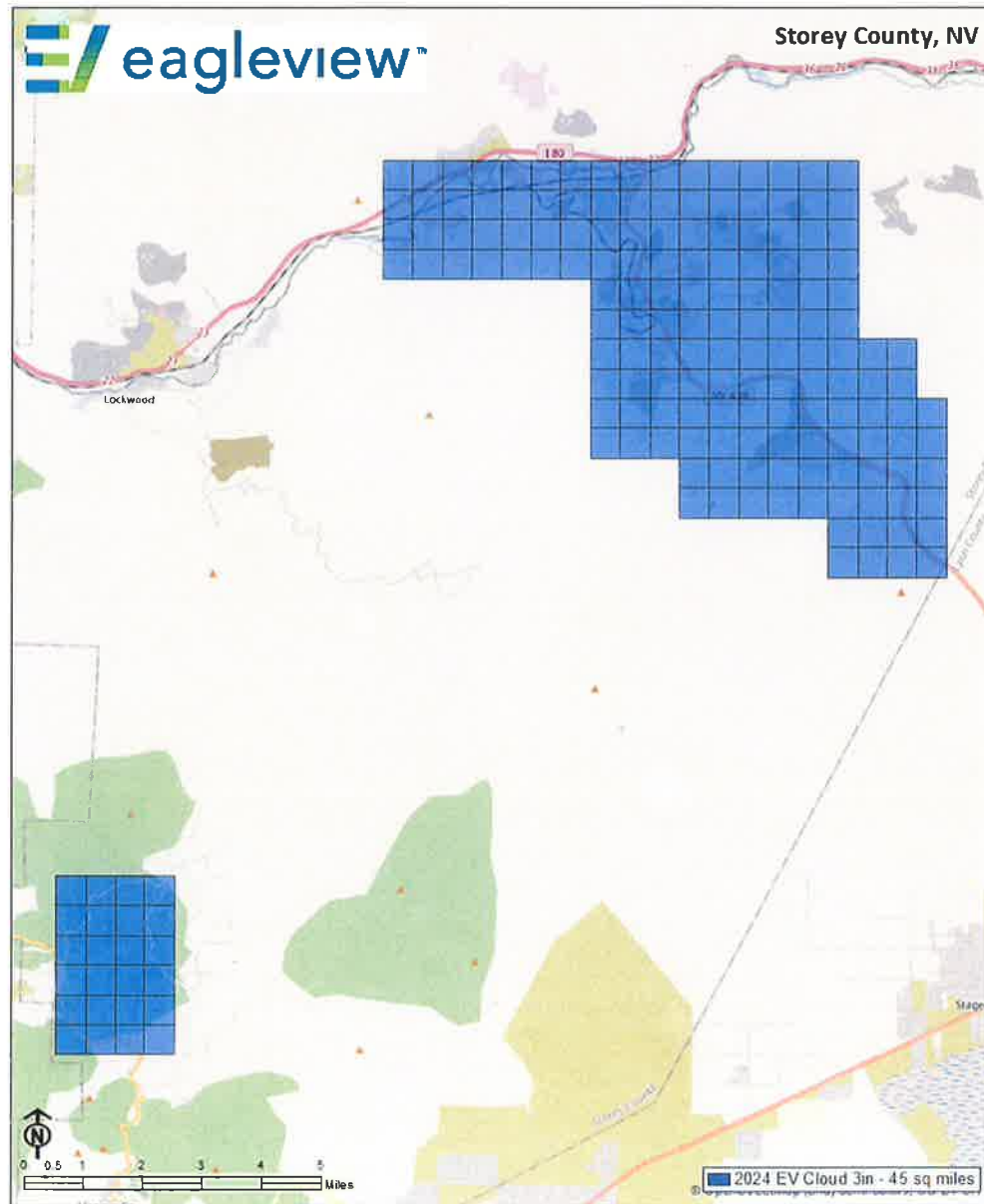


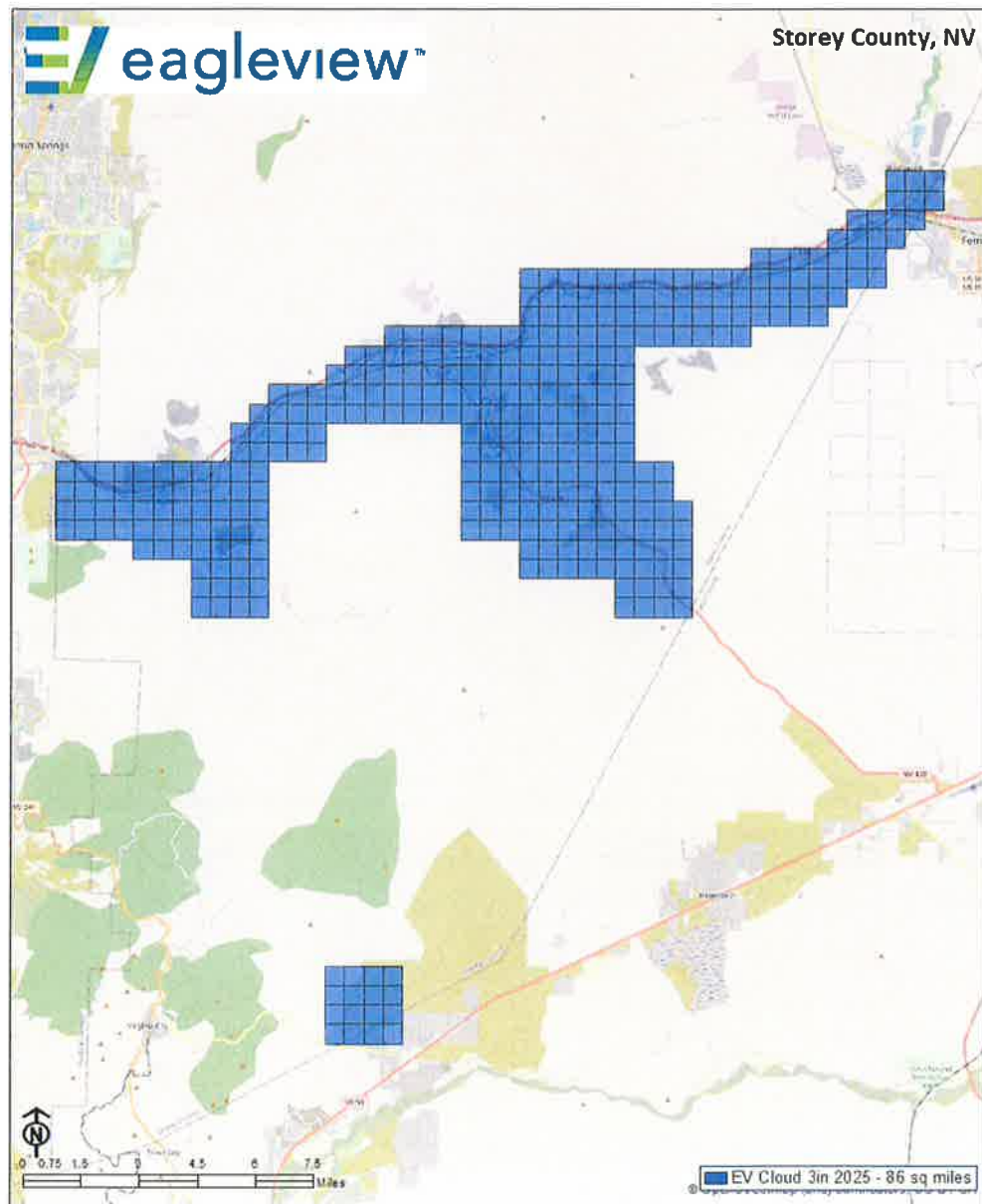
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

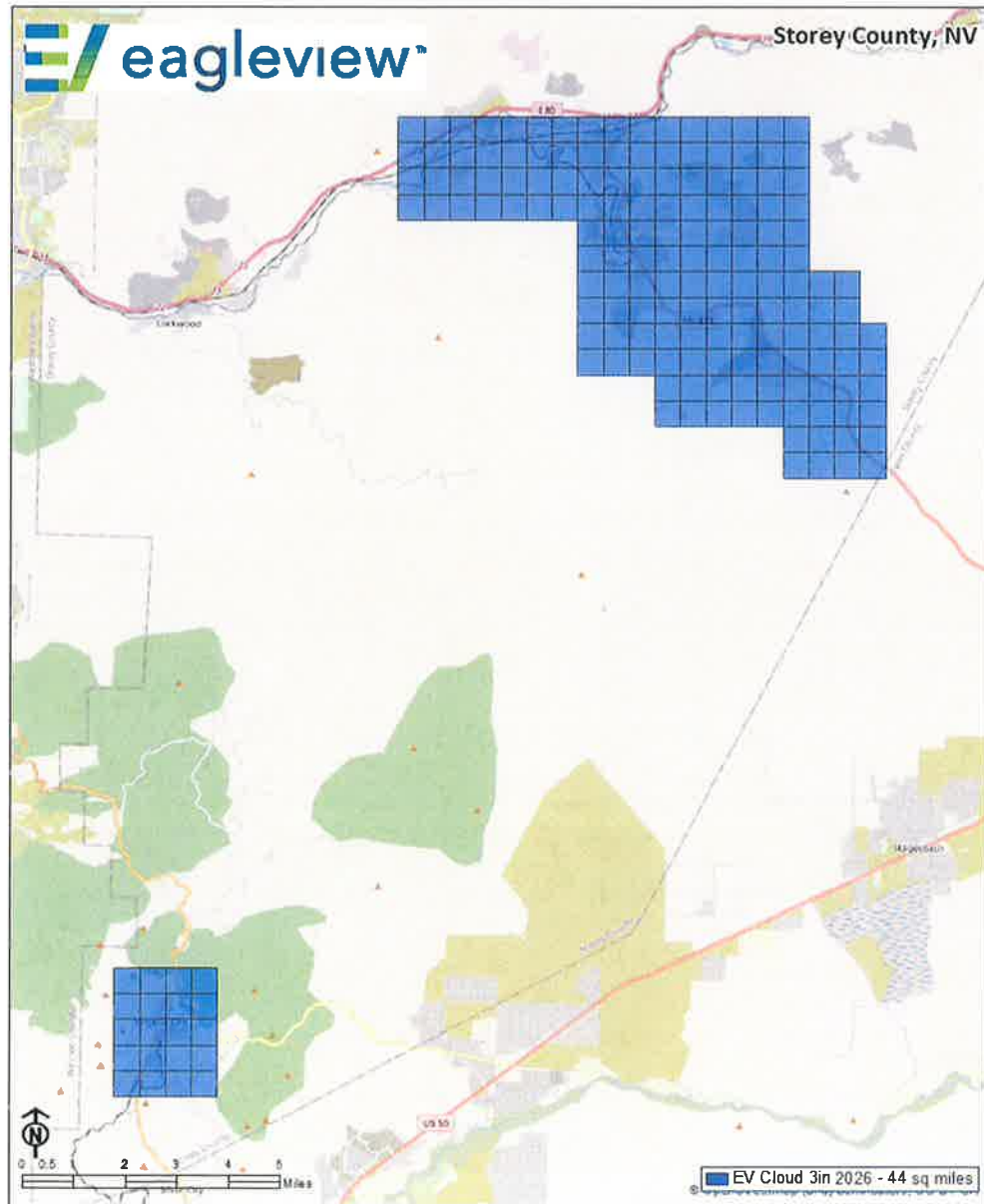
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

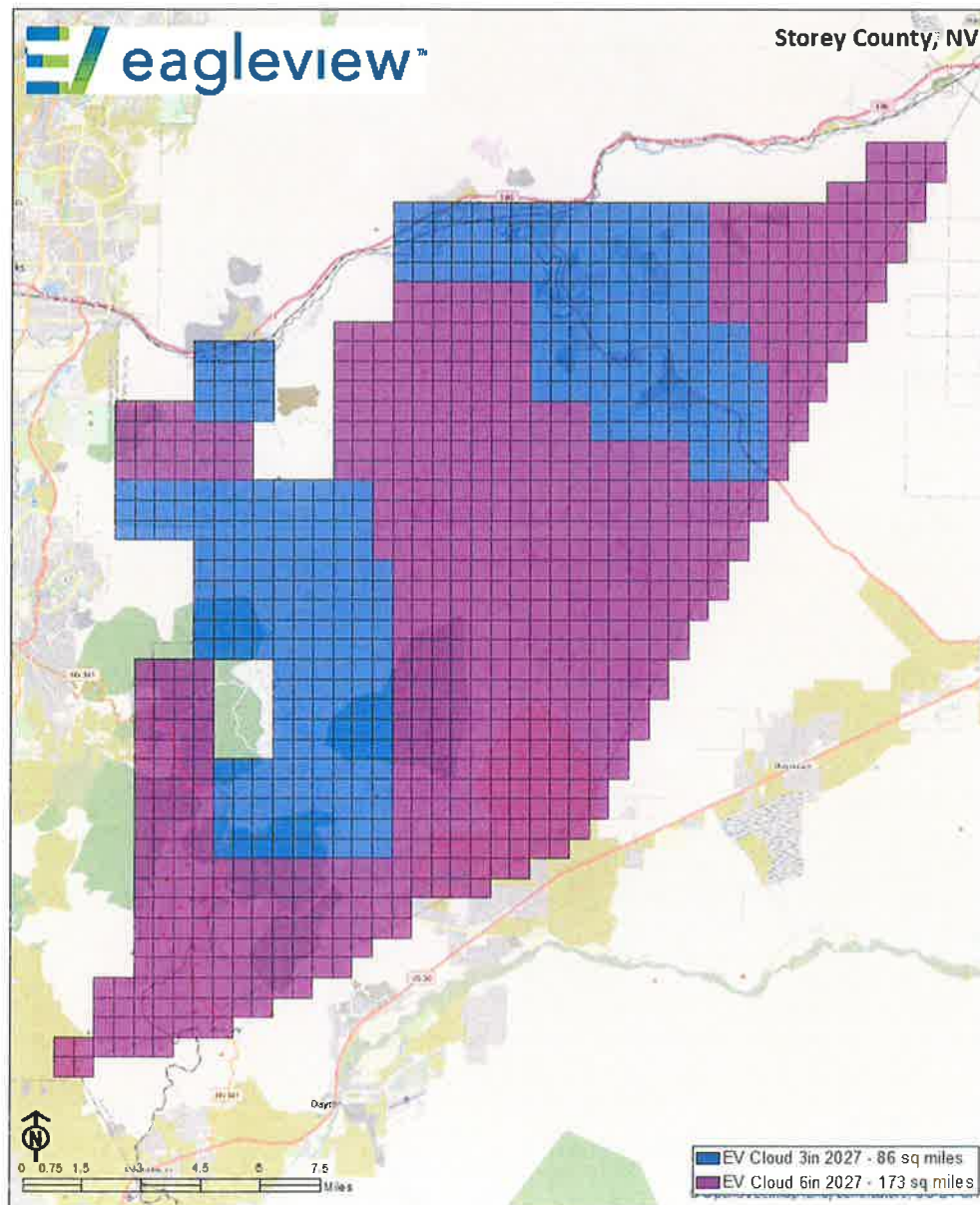
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

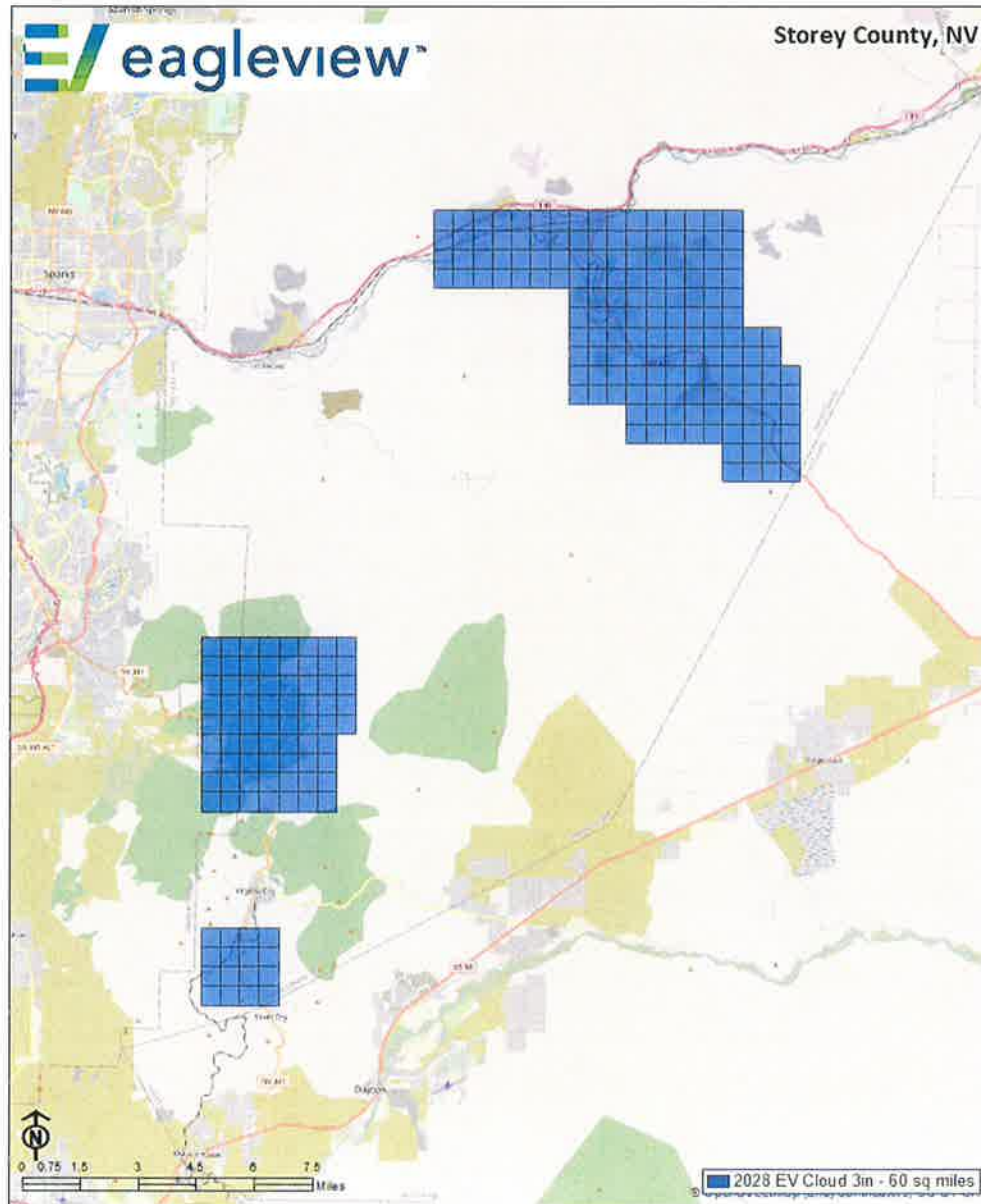
B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.











[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.3 **"Standards Body"** means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 **"Subcontractor"** means a subcontractor of EagleView.

2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without notice to Customer, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.



3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.

4. Penetration Testing.

4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

5. Information Security Program. Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. Disaster Recovery and Business Continuity. EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.

7. Security Incident Process. EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



8. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by Storey County School District planned K-8 school facility expansion project.
- **Recommended motion:** No action.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** Storey County School District as part of its public outreach efforts requested an opportunity to present plans for school expansions serving Storey County.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Virginia City Elementary and Middle School Campus Project





Why A New School Building?



Safety



Efficiency



County Benefits



Financial Ability





Project Summary



Standalone Structure - 37,000 - 40,000 SF



\$20 - \$22 Million Construction Budget

Anticipated Total Project Costs up to \$28 Million



Construction Commencement Late 2024 / Early 2025



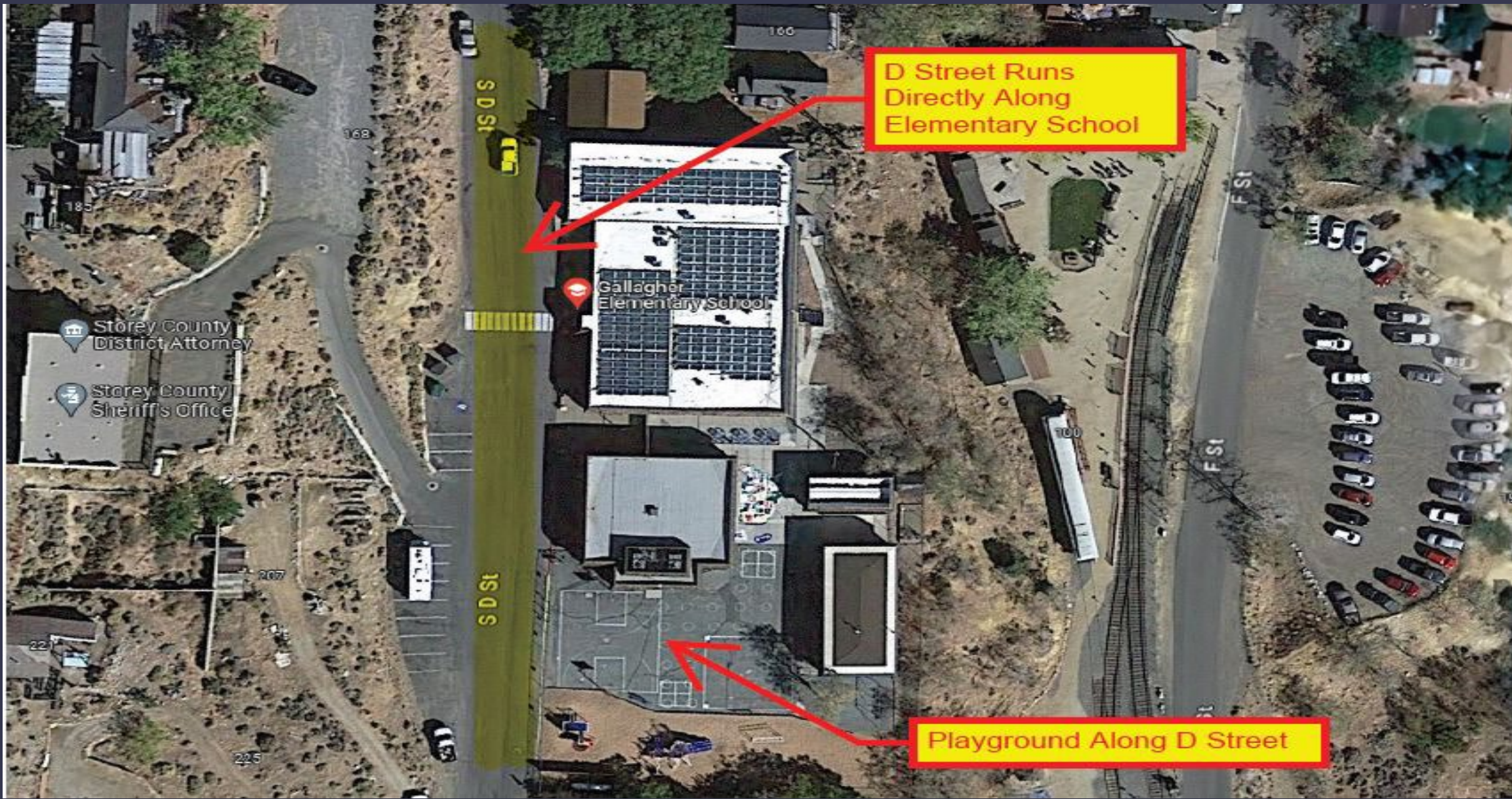
Completion for 2026 / 2027 School Year

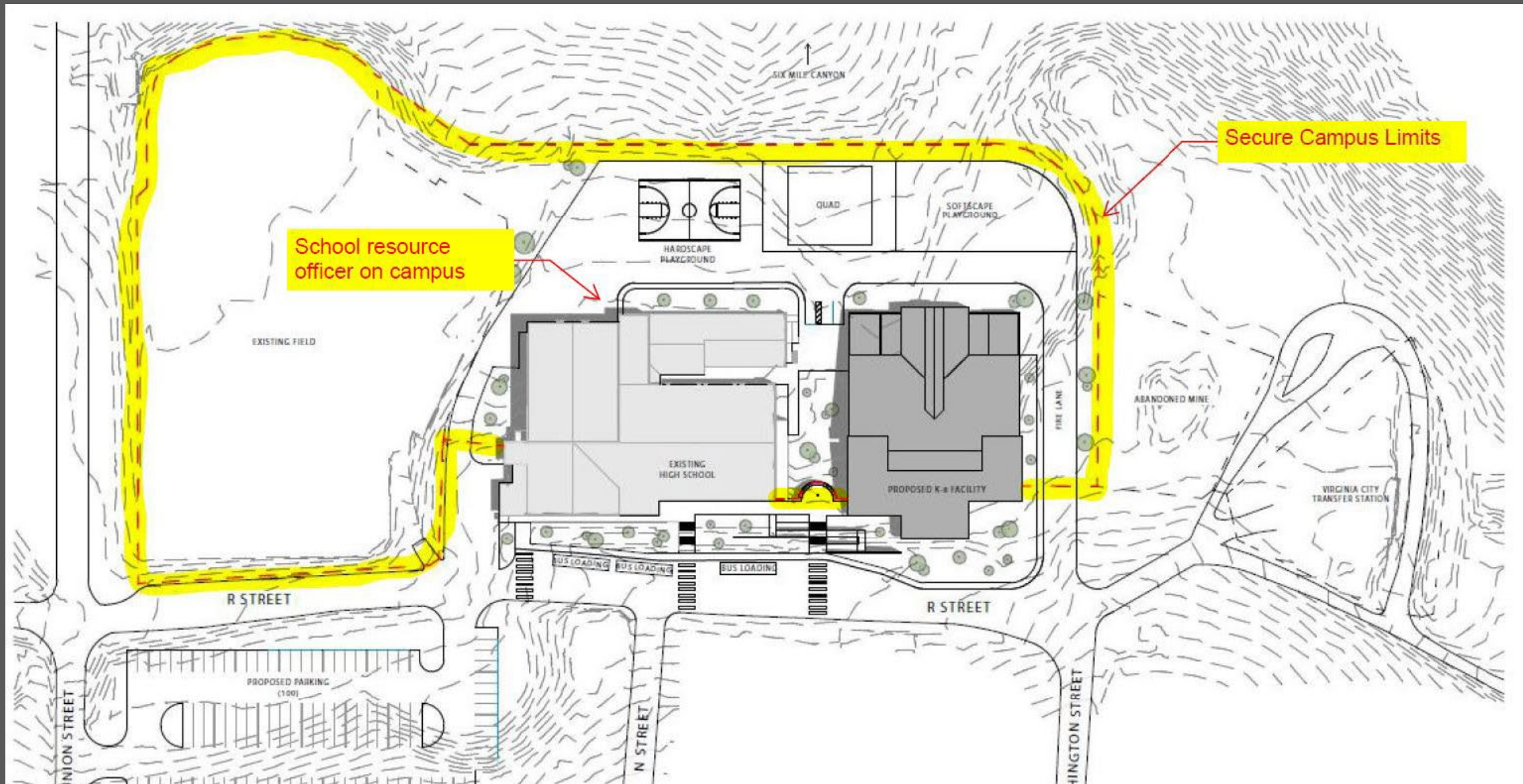
D Street Cuts Through Middle School Campus



D Street Runs
Directly Along
Elementary School

Playground Along D Street









Financing

Current Situation

- FY24 assessed value dropped \$155 million to \$2.80 billion
 - Preliminary FY25 AV out February 15th
- “Tesla abatements” expire in the next 12 months
- Interest rates are down for last year’s highs but expectations for further Fed actions will determine levels going forward
- Rollover authorization (issue bonds and/or PAYG) ends in March 2035
 - No outstanding debt
 - District has Debt Management Commission Approval to issue up to \$17,000,000

Funding Strategy

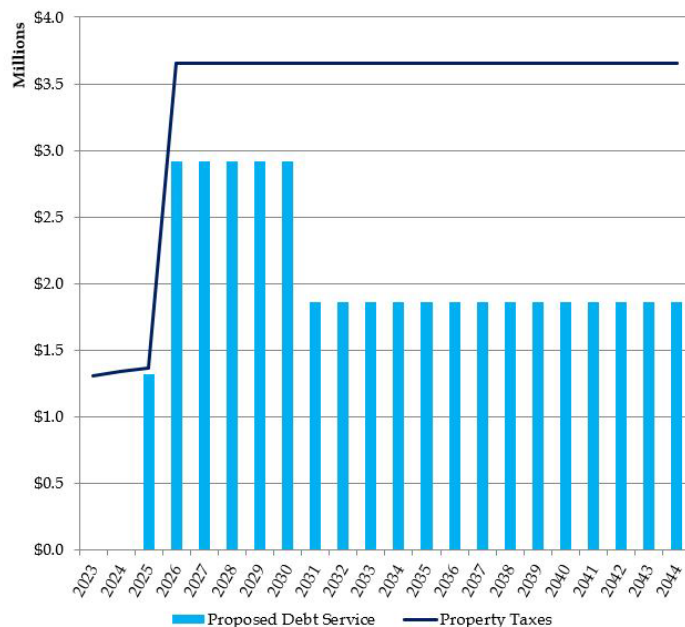
- District requires ~\$28.5 million of funding
- District could use up to \$5.0 million for the project which would reduce the amount required from bonding
- District can authorize \$28 million of bonds and then choose to issue a lesser amount
 - Provides maximum flexibility if project costs increase
 - Current authorization expires in August 2024 and the new bonds may not be issued by then so full \$28 million should be authorized
 - District would have three years to issue the newly authorized bonds



Financing

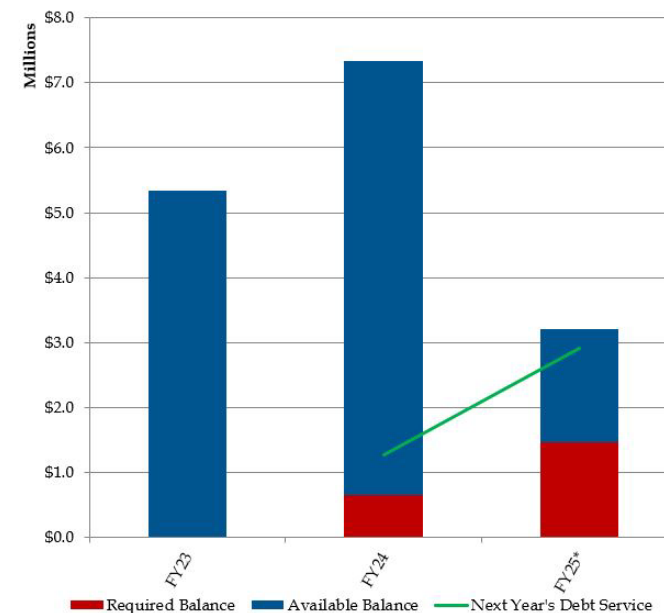
Debt Service Coverage

- In order to issue bonds, projected revenues must be sufficient to pay outstanding and proposed bonds
- With current rates and projected revenues, ~\$28 million is affordable
- If District cash is used for project, debt service would likely be lowered in years FY31-FY44
- Revenue not used for debt service is available to increase DSF balance, to pay for other projects or pay future bonds



Debt Service Fund Balance

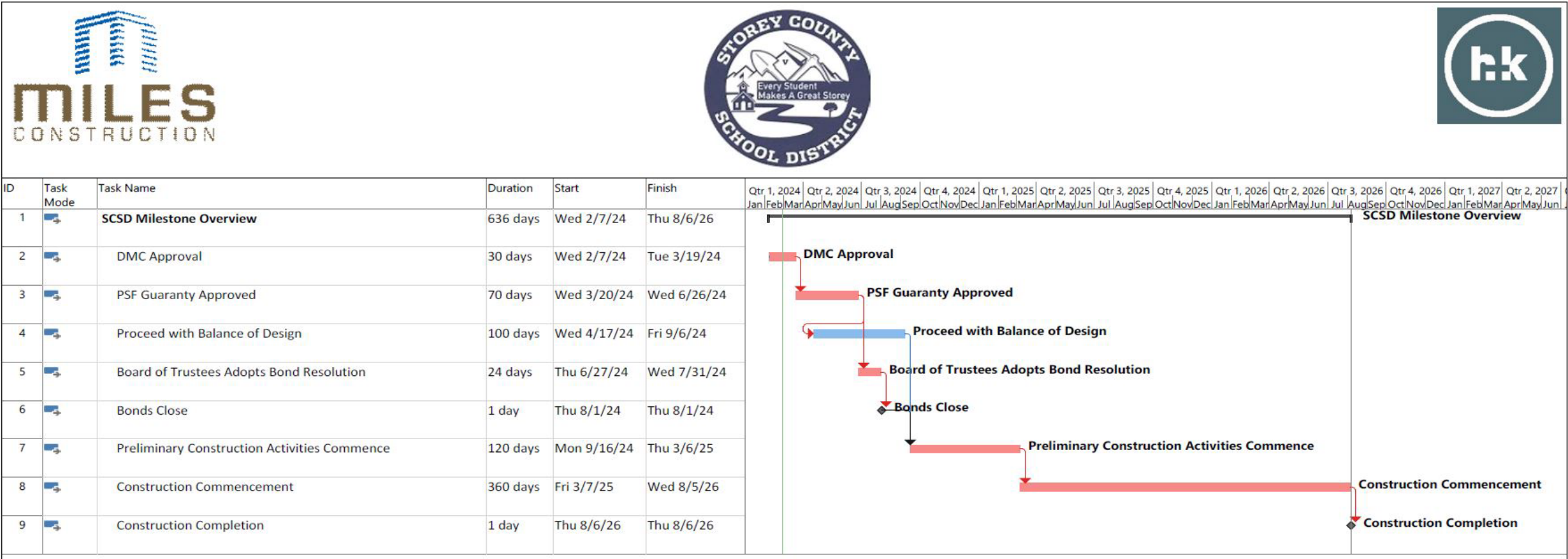
- To issue additional bonds, the Debt Service Fund balance must be equal to or exceed the lesser of 50% of the next year's debt service or 10% of the outstanding and proposed par amount
- Based on current projections, ~\$28 million is affordable
- Unless used for other purposes, projected tax revenues should increase fund balance ~\$600k annually over the short term



* Assumes \$3.5 million is transferred to Capital Projects to pay for project



Timing





Current Design





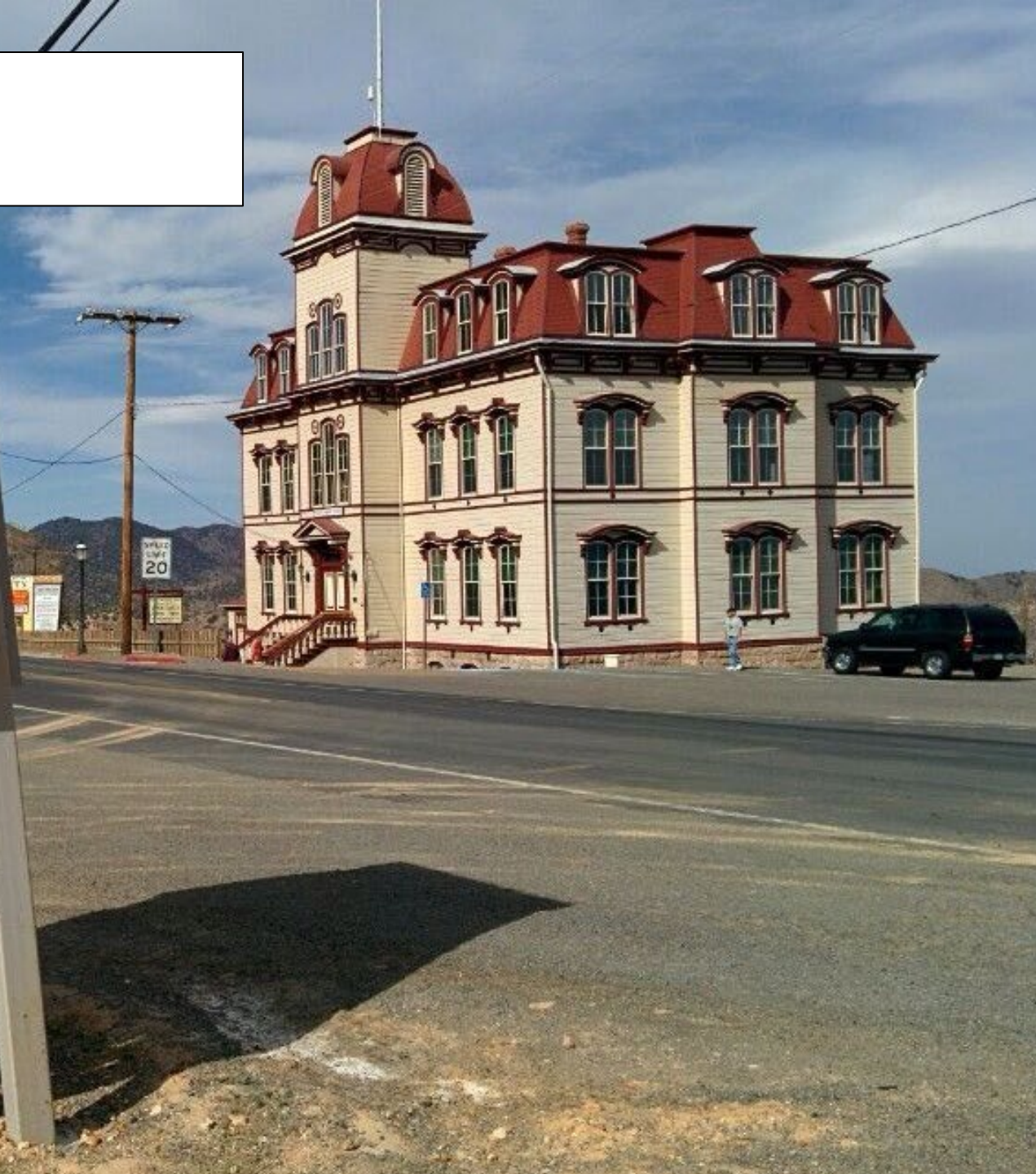
Current Design




- Administration
- Specialty Classroom
- Physical Education
- K-5 Classroom
- 6-8 Classroom
- Facilities



Questions?



Hess Construction

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 3/19/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 15mins	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Presentation by Foundational Public Health Services (FPHS) Assessment for Storey County stakeholders to guide investment in prevention efforts that will help the United States avoid and/or lessen the disruption of future pandemics and epidemics and focus on chronic issues as well as advance equity.

- **Recommended motion:** None needed, presentation only.

- **Prepared by:** Stacy York

Department: Senior Center

Contact Number: 17752207202

- **Staff Summary:** Foundational Public Health Services (FPHS) provides the needed framework for investment that will help communities avoid and/or lessen the disruption of future pandemics and epidemics, continue to address chronic issues and advance health equity. FPHS provides a common language and national understanding of the vital role and unique responsibilities of governmental public health; the ability to assess gaps in capacity for which costs can be estimated; standardization to assure continuity across all state, but with the flexibility for communities to adapt to specific needs; and alignment with national initiatives, such as public health accreditation.
- **Supporting Materials:** See Attachments
- **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
---------------------------------	------------------------------------

Background

As the nation begins to assess how to rebuild in the post COVID-19 pandemic period, the concept of Foundational Public Health Services (FPHS), in particular Foundational Capabilities, has gained new traction.

This document contains an assessment of each of Nevada’s counties’ current public health infrastructure in alignment with the FPHS for local, state, and federal governments to target and consider new investments in minimum public health infrastructure.

In 2013, the Public Health Leadership Forum, a project led by RESOLVE and funded by the Robert Wood Johnson Foundation (RWJF) convened a group of public health stakeholders to explore a recommendation from the Institute of Medicine (IOM) – **to define a minimum package of public health capabilities and programs that no jurisdictions can be without.** The result was the Foundational Public Health Services (FPHS), now housed at the Public Health National Center for Innovations (PHNCI) at the Public Health Accreditation Board (PHAB).

FPHS provides the needed framework for investment that will help communities avoid and/or lessen the disruption of future pandemics and epidemics, continue to address chronic issues and advance health equity. FPHS provide:

- A common language and national understanding of the vital role and unique responsibilities of governmental public health.
- The ability to assess gaps in capacity for which costs can be estimated.
- Standardization to assure continuity across all states, but with the flexibility for communities to adapt to specific needs; and
- Alignment with national initiatives, such as public health accreditation.

Nevada’s FPHS

FPHS are a minimum package of public health services and cross-cutting capabilities that local governments and jurisdictions should have or have access to.

Foundational program areas:

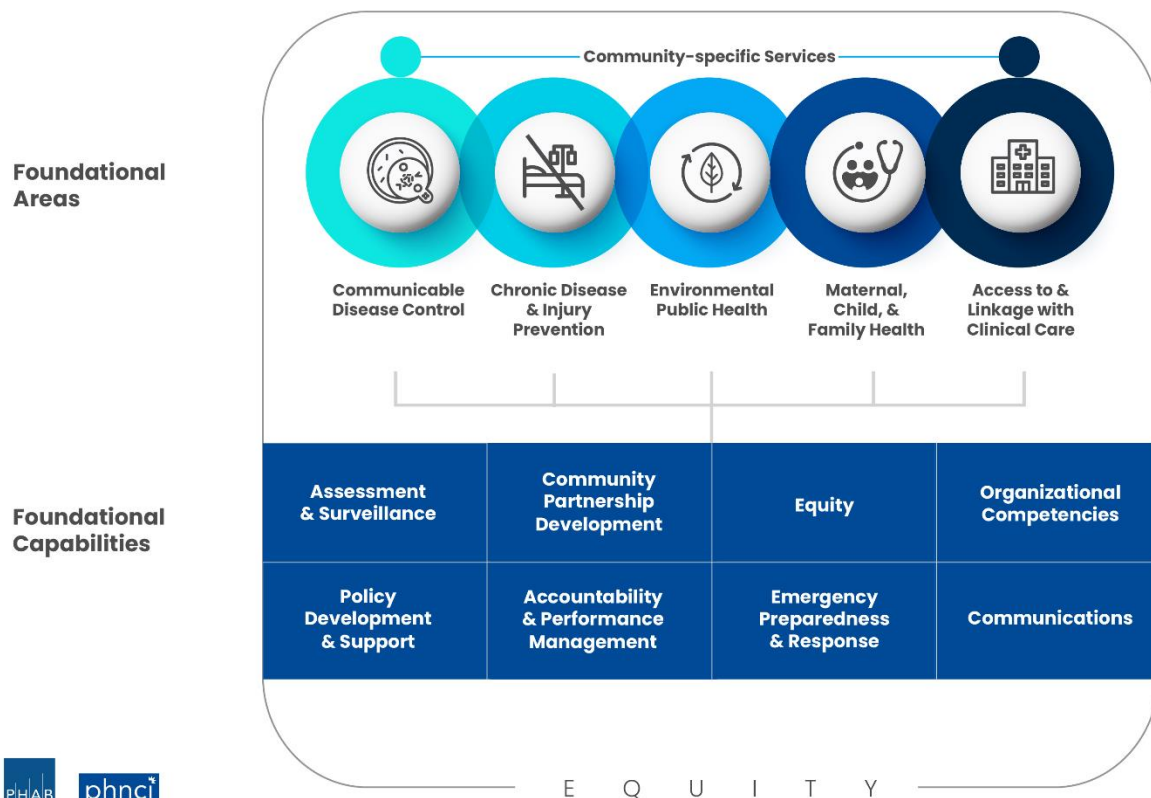
Communicable Disease Control
Chronic Disease & Injury Prevention
Environmental Public Health
Maternal, Child, & Family Health
Access to & Linkage with Clinical Care

Foundational capabilities:

Assessment & Surveillance
Community Partnership Development
Equity
Organizational Competencies
Policy Development & Support
Accountability & Performance Management
Emergency Preparedness & Response
Communications

Figure 1 – Foundational Public Health Services

Foundational Public Health Services



Instructions

Representatives from County governments and key stakeholders from Nevada's 15 Rural and Frontier counties will complete the **Foundational Areas Baseline Assessment** and **Foundational Capabilities Baseline Assessment** tools via online survey through Qualtrics with definitions and examples starting on page 4 of this document. Participants will provide ratings in three categories (Expertise, Capacity, and Overall Level of Implementation) in addition to qualitative responses on services offered by the county, state, and private and/or not-for-profit organizations.

Selecting Levels of Expertise

- **Absent** – None, or basic awareness of the expertise, but limited ability to apply it.
- **Basic** – Knowledge of the expertise and can apply it at a basic level.
- **Proficient**– Expertise is available and can be applied adeptly.
- **Expert** – Expertise is routinely applied and those with the expertise can build it within others.

Selecting Levels of Capacity

- **Absent** – Staff time and other resources are not present or are largely unavailable.
- **Minimal** – Some staff time and/or other resources are present to complete basic functions.
- **Moderate** – Most staff time and other resources are present to partially implement most functions.
- **Full** – Sufficient staff time and other resources are present to fully implement all functions.

Selecting Levels of Program Implementation

- **Fully Implemented/ Meets Demand** – Services are fully implemented as well as meet the community's overall demand for public health services in this area.
- **Sufficient Services** – Services are mostly implemented as well as meet the community's overall demand for public health services in the area.
- **Some Services** – Some public health services are available. There is an overall demand for public health services in the community.
- **Minimal Services** – Minimal public health services are available. There is significant overall demand for public health services in the community.
- **Lacking/No Services** – There are no public health services available in this foundational area. There is significant overall demand for public health services in this community.

A response of 'Don't Know' will also be available for each category.

For the purposes of this assessment, local and state community health needs assessments may be utilized to assess the community's overall demand for public health services.

All Foundational Areas and Foundational Capabilities that have not achieved “full implementation” (i.e., meeting the baseline recommendations for governmental public health) on the assessment tool will be noted in the final report as “investment priority areas” to achieve an optimal base level of public health infrastructure in Nevada.

Foundational Areas

Below find a list of definitions and examples of the Foundational Areas. This includes the Headline Responsibilities of each Foundational Area as defined by the PHNCL.

Communicable Disease Control

- Develop a communicable disease prevention plan, as well as plans for the prevention and control of specific communicable diseases.
- Provide timely, scientifically accurate, and locally relevant information on communicable diseases and their control.
- Implement population-based communicable disease prevention and control programs and strategies.
- Inform, communicate, work cooperatively with, and influence others on policy, system, and programmatic changes for communicable disease prevention and control.
- Conduct disease investigations and respond to communicable disease outbreaks.
- Enforce public health laws to prevent and control communicable diseases.
- Maintain or participate in a statewide immunization program and assure the availability of immunizations to the public.

Chronic Disease and Injury Prevention

- Develop a chronic disease and injury prevention plan, as well as plans for the prevention and control of specific chronic diseases or sources of injury.
- Provide timely, scientifically accurate, and locally relevant information on chronic diseases and injury prevention.
- Implement population-based strategies to address issues related to chronic disease and injury.
- Inform, communicate, work cooperatively with, and influence others on policy, system, and environmental changes that will prevent harm and improve health related to chronic disease and injury.

Environmental Public Health

- Develop a plan to promote environmental health.
- Provide timely, scientifically accurate, and locally relevant information on the environment and environmental threats and their control.
- Implement population-based environmental health programs and strategies.
- Inform, communicate, work cooperatively with, and influence others whose work impacts environmental health.
- Diagnose, investigate, and respond to environmental threats to the public's health.
- Conduct mandated environmental public health inspections and oversight to protect the public from hazards in accordance with federal, state, and local laws and regulations.

Maternal, Child, and Family Health

- Develop a maternal and child health plan, as well as plans for addressing specific maternal, child, and family health issues.
- Provide timely, scientifically accurate, and locally relevant information on maternal, child, and family health.
- Implement population-based strategies to address issues related to maternal, child, and family health.
- Inform, communicate, work cooperatively with, and influence others on policy, system, and environmental changes that will prevent harm and improve maternal, child, and family health.
- Assure provision of mandated newborn screenings and follow-ups according to state or federal mandates.

Access to and Linkage with Clinical Care

- Develop a plan to address gaps and barriers and assure access to clinical care services.
- Provide timely, scientifically accurate, and locally relevant information on the importance, impact, and accessibility of the healthcare systems, including barriers to care.
- Implement population-based strategies to improve barriers to accessing clinical care.
- Inform, communicate, work cooperatively with, and influence others on policy, system, and programmatic changes to facilitate access to health services.
- Examine and monitor the quality, effectiveness, and cost-efficiency of clinical care.
- Ensure licensed health care facilities and providers comply with laws and rules as appropriate.

Foundational Capabilities

Below find a list of definitions and examples of the Foundational Capabilities. This includes the Headline Responsibilities of each Foundational Capability as defined by the PHNCI.

Assessment & Surveillance

- Develop and maintain an assessment and analysis infrastructure.
- Use collaborative processes to assess community health and identify health priorities.
- Develop and maintain a surveillance and epidemiology infrastructure.
- Develop and maintain a vital records infrastructure.
- Develop and maintain a public health laboratory infrastructure.

Community Partnership Development

- Develop and maintain capabilities to cultivate relationships and convene partners.
- Develop and maintain strategic partnerships with governmental and non-governmental partners.
- Develop and maintain trusted relationships with communities.
- Use collaborative processes to develop health improvement plans to address identified priorities.

Equity

- Develop and demonstrate agency commitment to equity.
- Inform and influence public and external organizational policies to advance equity.

Organizational Competencies

- Maintain a governance structure and establish the strategic direction for public health.
- Provide or access services for information technology, privacy, and security.
- Provide or access human resources services and develop and maintain a competent workforce.
- Provide or access financial management services and facilitate contracting, procurement, and maintenance of facilities and operations.
- Access public health legal services and analysis.

Policy Development & Support

- Develop, amend, and enact public health policies in collaboration with partners, policymakers, and community members.
- Participate in policy development initiatives being considered by partners that affect the public's health.
- Implement and support enacted public health policies.

Accountability & Performance Management

- Maintain accountability according to accepted business practices, applicable policies, and public health accreditations.
- Maintain a performance management structure and establish appropriate quality improvement initiatives.

Emergency Preparedness & Response

- Establish governmental public health's role in preparedness and response to incidents.
- Develop, exercise, and maintain preparedness and response plans.
- Assure public health continuity of operations.
- Respond to incidents.
- Recover from incidents.

Communications

- Develop and maintain a public communications infrastructure.
- Develop and maintain public health education and risk communication capabilities.

NACO – County FPHS Baseline Assessment Tool

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Communicable Disease Control Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> Laboratory Testing 	Examples: <ul style="list-style-type: none"> Disease Surveillance Epidemiology 	Examples: <ul style="list-style-type: none"> Disease Surveillance Epidemiology 	Examples: <ul style="list-style-type: none"> Contact Tracing Data Collection/Analysis Surveillance

NACO – County FPHS Baseline Assessment Tool

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Chronic Disease and Injury Prevention Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> • Diabetes • Tobacco Control & Prevention 	Examples: <ul style="list-style-type: none"> • Diabetes • Tobacco Control & Prevention 	Examples: <ul style="list-style-type: none"> • Diabetes • Tobacco Control & Prevention 	Examples: <ul style="list-style-type: none"> • Injury Prevention Programs • Screenings • Diabetes • Tobacco Control & Prevention

NACO – County FPHS Baseline Assessment Tool

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Environmental Public Health Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> • Child Care Licensing • Health Care Licensing • Waste Management • Health Permits • Food Handler Certification • Food Establishments • Hotel/Motel • Mobile Home/RV Parks • Pools & Spas • Tattoo/Piercing • Vector Control 	Examples: <ul style="list-style-type: none"> • Child Care • Health Permits • Food Handler Certification • Food Establishments • Hotel/Motel • Mobile Home/RV Parks • Pools & Spas • Tattoo/Piercing • Vector Control 	Examples: <ul style="list-style-type: none"> • Child Care • Health Permits • Food Handler Certification • Food Establishments • Hotel/Motel • Mobile Home/RV Parks • Pools & Spas • Tattoo/Piercing • Vector Control 	Are partners offering any programs?

NACO – County FPHS Baseline Assessment Tool

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Maternal, Child, and Family Health Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> • Family Planning • Sexually Transmitted Disease Testing • Well Child Visits • Immunizations 	Examples: <ul style="list-style-type: none"> • Family Planning • Sexually Transmitted Disease Testing • Well Child Visits • Immunizations 	Examples: <ul style="list-style-type: none"> • Family Planning • Sexually Transmitted Disease Testing • Well Child Visits • Immunizations 	Are partners offering any programs?

NACO – County FPHS Baseline Assessment Tool

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Access to and Linkage with Clinical Care Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> Medicaid Navigators 	Examples: <ul style="list-style-type: none"> Community Health Workers 	Examples: <ul style="list-style-type: none"> Community Health Workers 	Examples: <ul style="list-style-type: none"> Resource Directories Community Health Workers

This concludes the Foundational Areas Assessment. Foundational Capabilities Assessment begins on the following page.

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Assessment & Surveillance Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> State Health Needs Assessment What state data collection systems are currently in place? 	Examples: <ul style="list-style-type: none"> Has the County conducted a Community Health Assessment? What epi system and data collection infrastructure is currently in place? 	Examples: <ul style="list-style-type: none"> Community Prevention Plan Hospital Community Needs Assessments Other Data Collection Systems 	Examples: <ul style="list-style-type: none"> Community Prevention Plan Hospital Community Needs Assessments
Community Partnership & Development Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent	Examples: <ul style="list-style-type: none"> State-led Multidisciplinary Teams (MDTs) State-led Task Force 	Examples: <ul style="list-style-type: none"> Behavioral Health Task Force Quad-County Healthcare Coalition Any other collaborations to include? 		Examples: <ul style="list-style-type: none"> Behavioral Health Task Force Quad-County Healthcare Coalition Any other collaborations to include?

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
<input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services				
Equity Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Does the state have an equity committee or equity policy or plan?	Does the county have an equity committee or equity policy or plan?	Does the Health Department/District have an equity committee or equity policy or plan?	Are there any partners/groups focusing on individuals experiencing health inequities?

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Organizational Competencies Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> Public Health Workforce Development Plan 	Examples: <ul style="list-style-type: none"> Public Health Workforce Development Plan 	Examples: <ul style="list-style-type: none"> Public Health Workforce Development Plan 	
Policy Development & Support Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full	Examples: <ul style="list-style-type: none"> Does the state have a policy committee or a public health policy/government relations process? 	Examples: <ul style="list-style-type: none"> Does the county have a policy committee or a public health policy/government relations process? 	Examples: <ul style="list-style-type: none"> Does the health department or district have a policy committee or a public health policy/government relations process? 	

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services				
Accountability & Performance Management Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> • Quality Improvement Plan • PHAB Accreditation • Identified Performance Measures 	Examples: <ul style="list-style-type: none"> • Quality Improvement Plan • Identified Performance Measures 	Examples: <ul style="list-style-type: none"> • Quality Improvement Plan • PHAB Accreditation • Identified Performance Measures 	

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Emergency Preparedness & Response Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> Public Health Preparedness Programs Public Health Emergency Operations Plans (i.e. PODs) MRC/ESAR-VHP Volunteers 	Examples: <ul style="list-style-type: none"> Public Health Preparedness Programs Public Health Emergency Operations Plans (i.e. PODs) MRC/ESAR-VHP Volunteers 	Examples: <ul style="list-style-type: none"> Public Health Preparedness Programs Public Health Emergency Operations Plans (i.e. PODs) MRC/ESAR-VHP Volunteers 	
Communications Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full	Examples: <ul style="list-style-type: none"> Public Information Officer (designated for public health) Language Services Social Media Outlets Website 	Examples: <ul style="list-style-type: none"> Public Information Officer (designated for public health) Language Services Social Media Outlets Website 	Examples: <ul style="list-style-type: none"> Public Information Officer (designated for public health) Language Services Social Media Outlets Website 	

NACO – County FPHS Baseline Assessment Tool

	State Infrastructure Please list all public health infrastructure currently offered and organization if different than state government (such as contractors)	County Infrastructure Please list all public health infrastructure currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all public health infrastructure currently offered by regional health departments/districts and list organizations	Community Supported Services (including Tribal, schools, non-profit, private, and others) Please list all programs/services currently offered and list organization
Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services				

This concludes the FPHS Areas and Capabilities Assessment.

Behavioral Health

While behavioral health is not recognized as a foundational area by the Public Health Accreditation Board, it is a critical area of the health infrastructure landscape. As such, we are collecting data on resources available at the county, state, and partner level surrounding behavioral health. Ratings by program area and capability will not be utilized. Instead, please list programs, services, expertise, and capacity available by providing entity: county, state, and non-profit/private community partner.

State Programs Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Programs Please list all programs/services currently offered and organization if different than county government (such as contractors)	Nonprofit/Private Partners/School-Based Services/Community Specific Services Please list all programs/services currently offered and list organization
Examples: <ul style="list-style-type: none"> Outpatient Services 	Examples: <ul style="list-style-type: none"> Case Managers Beh. Health Peace Officer FASTT MOST 	Examples: <ul style="list-style-type: none"> ACT CCBHC Crisis Stabilization Primary Prevention Outpatient Treatment

Foundational Public Health Services (FPHS) and Public Health Modernization Background Report

November 30, 2021

*Prepared by Susan Tilgner for the Public Health National Center
for Innovations at the Public Health Accreditation Board and
the Funders' Forum*



FUNDERS FORUM
on Accountable Health

Foundational Public Health Services and Public Health Modernization

Introduction

In 2013, the Public Health Leadership Forum, a project led by RESOLVE and funded by the Robert Wood Johnson Foundation (RWJF) convened a group of public health stakeholders to explore a recommendation from the Institute of Medicine (IOM) – to define a minimum package of public health capabilities and programs that no jurisdiction can be without. The result was the Foundational Public Health Services (FPHS), now housed at the Public Health National Center for Innovations (PHNCI) at the Public Health Accreditation Board (PHAB).

FPHS is the suite of skills, programs, and activities that must be available in health departments everywhere for the public health system to work anywhere.

As the nation begins to assess how to rebuild in the post COVID-19 pandemic period, the concept of FPHS, in particular Foundational Capabilities, has gained new salience. Congress and the Administration have used the Foundational Capabilities framework to target and consider new investments in federal, Tribal, territorial, state, and local public health.

This paper reviews the original FPHS concept, summarizes how some states have already used the FPHS framework to spur local modernization efforts, describes the potential federal funding support for a nationally driven modernization effort, and suggests areas where the FPHS framework may need to be adapted in light of the lessons learned during the pandemic.

Current Definitions and Language for the FPHS

FPHS describes the vital role and unique responsibilities of governmental public health. The framework consists of three components: **Foundational Capabilities (FCs)**, **Foundational Areas (FAs)**, and the additional services that health departments provide which vary based on their communities' needs.

Foundational Capabilities (FCs) are the cross-cutting skills and capacities needed to support basic public health protections that are key to ensuring the community's health and achieving equitable health outcomes. FCs are built and sustained by the public health **workforce** – people with various sets of cross-cutting skills and competencies.

These 7 Foundational Capabilities are the infrastructure necessary to support Foundational Areas:

- Assessment / Surveillance
- Emergency Preparedness and Response
- Policy Development & Support
- Communications
- Community Partnership Development
- Organizational Administrative Competencies
- Accountability / Performance Management

Foundational Areas (FAs) are those basic public health, topic-specific programs aimed at improving the health of the community affected by certain diseases or public health threats.

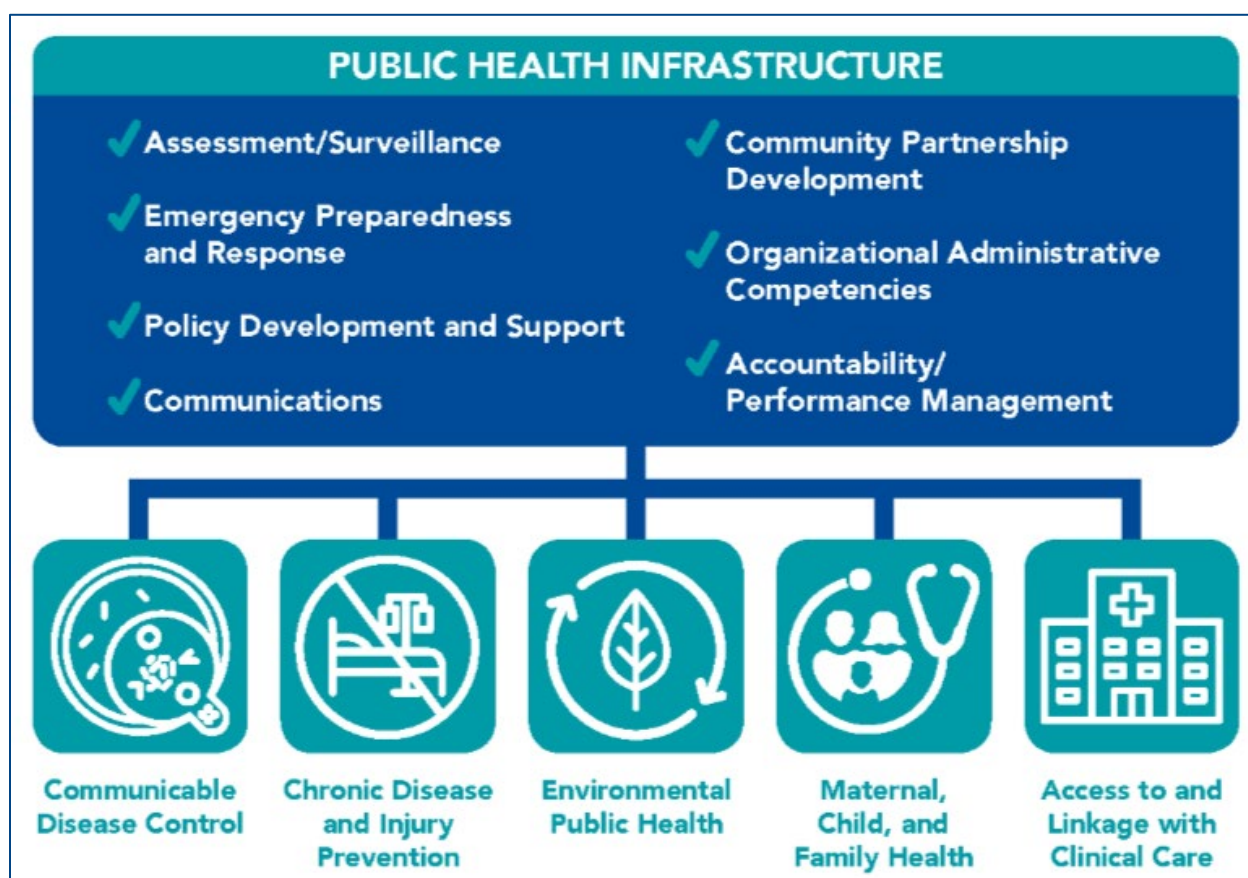
Foundational Public Health Services and Public Health Modernization

These 5 Foundational Areas are:

- Preventing the spread of *Communicable Disease*
- Ensuring safe food, air, and water quality through *Environmental Health*
- Supporting *Maternal, Child and Family Health*
- Improving *Access to and Linkage with clinical care services*
- Preventing *Chronic Disease and Injury*

To provide a visual demonstration of the FPHS, a graphic was created in YEAR to depict the Foundational Capabilities and Foundation Areas (Figure 1).

Figure 1: Foundational Public Health Services (FPHS) (The complete definitions for each of the FCs and FAs can be found in Appendix A and [here](#))



About the Framework

The nationally developed FPHS framework reflects the consensus of public health leaders across the country for a minimum package of services that no jurisdiction should be without. The framework focuses on what services need to be delivered by governmental public health, while leaving room for individual communities to decide how to deliver them.

As with any framework, the real value is how it works and is used in practice. The FPHS framework is already “field tested” and showing results to transform public health practice. Tools have been

Foundational Public Health Services and Public Health Modernization

developed and implemented to assess gaps and estimate costs. Some states have passed legislation to fund and implement FPHS as their path to modernizing today's public health system (*See the Resources Section of this paper for some of the states' work with FPHS*).

Today's Public Health System COVID-19 severely stressed the public health system in that every local, state, and federal public health entity was simultaneously called to respond. Significant inadequacies of the public health system were exposed, leading to lives lost, economic instability, and exacerbating inequities for historically excluded populations. Recovery is being significantly and unnecessarily slowed due to these system inadequacies. And, the already diminished public health workforce has been further compromised by the pandemic.

Even before COVID-19, the landmark IOM report, *The Future of Public Health* in 1988, chronicled a system in disarray. Today we are still living with an outdated public health infrastructure that has been chronically underfunded. And when it is funded, it usually comes in waves of reacting to events or emergencies or piecemealed to a single disease or issue.

With each public health crisis over the last several decades, whether it was Anthrax attacks, H1N1, Ebola, Zika, or now the COVID-19 pandemic, the federal government has pumped emergency funds into the public health system, trying to make up for past underfunding. But core elements of a public health system can't be surged overnight, and even when emergency funds were appropriated, they often came after the crisis was over. Once the crisis passed, funding was often cut back again, with a return to focus on specific programs or diseases rather than core capacities. This boom-and-bust approach leaves us vulnerable to new and emerging public health issues.

"But core elements of a public health system can't be surged overnight, and even when emergency funds were appropriated, they often came after the crisis was over."

Public Health Modernization

New strategies and investments are needed to effectively address these chronic system inadequacies. There is an urgency to public health modernization and for all in public health to move forward in a similar direction. COVID-19 provides an unprecedented opportunity to create a stronger public health system. FPHS is a practical framework that is already being widely used to modernize public health.

"COVID-19 provides an unprecedented opportunity to create a stronger public health system."

Indeed, federal policy makers have come to recognize the FPHS framework, especially the Foundational Capabilities, as a way to describe how best to rebuild our public health system based on learnings from the pandemic.

During the pandemic, we have seen unprecedented levels of investment in the public health system – to close gaps in existing capacity and to ramp up specific activities needed to respond (e.g., testing and contact tracing, vaccine distribution). But built into those investments, especially beginning with the American Rescue Plan Act passed in early 2021, the Administration and Congress have allocated funding toward modernization of the public health system, with a particular focus on workforce and infrastructure – the true building blocks of the Foundational Capabilities in FPHS.

Foundational Public Health Services and Public Health Modernization

Specific examples of this kind of funding include:

- \$7.6 billion in the American Rescue Plan Act to rebuild the public health workforce at the state and local levels. \$3 billion of those funds have been held back by the Centers for Disease Control and Prevention (CDC) to permit longer-term investments in the public health workforce in the post-pandemic period.
- The pending budget reconciliation bill (*often referred to as the Build Back Better Act*) has \$7 billion allocated over five years for public health infrastructure improvements, with over \$5.5 billion of that reserved for state and local modernization efforts. The legislation encourages accreditation as an end point for these investments and defines public health infrastructure in a similar way to the Foundational Capabilities as follows:
 - DEFINITION – In this section, the term “core public health infrastructure” includes –
 - (1) health equity activities;
 - (2) workforce capacity and competency;
 - (3) all hazards public health preparedness;
 - (4) testing capacity, including test platforms, mobile testing units, and personnel;
 - (5) health information, health information systems, and health information analysis (including data analytics);
 - (6) epidemiology and disease surveillance;
 - (7) contact tracing;
 - (8) policy and communications;
 - (9) financing;
 - (10) community partnership development; and
 - (11) relevant components of organizational capacities.

This level of investment – possibly \$10 billion over the next five years – makes the potential for public health modernization more real. While offering a public health infrastructure framework, it leaves a good deal of flexibility for how to invest these dollars based on local assessment of modernization needs. FPHS, and accreditation as a quality improvement and accountability process, can create consistency in approaches across the country without mandating specific activities.

“While offering a public health infrastructure framework, it [FPHS] leaves a good deal of flexibility for how to invest these dollars based on local assessment of modernization needs.”

The Value of FPHS in Modernization

FPHS provides the needed framework for investment that will help the United States avoid and/or lessen the disruption of future pandemics and epidemics and to continue to address chronic issues and advance health equity.

The framework provides:

- A **common language** and national understanding of the vital role and unique responsibilities of governmental public health.
- The ability to **assess gaps** in capacity for which **costs can be estimated**.
- **Standardization** to assure continuity across all states, but with the **flexibility** for states to adapt to specific states’ needs; and
- **Alignment** with national initiatives, such as public health accreditation.

Foundational Public Health Services and Public Health Modernization

Accreditation and FPHS

The conversation about modernization and FPHS requires consideration of how it aligns with other critical public health modernization efforts, in particular accreditation by the Public Health Accreditation Board (PHAB).

The structural framework for the PHAB Standards and Measures are the [10 Essential Public Health Services](#). FPHS describes the governmental role. Both frameworks were developed by the field, for the field and describe core elements of public health practice. The alignment of PHAB and FPHS can be found [here](#).

PHAB is making its alignment with FPHS more visible in Version 2022 of the PHAB Standards and Measures for accreditation, due for release in summer 2022. To promote accountability, health departments should possess key capabilities found in FPHS. As such, Version 2022 will designate and emphasize which measures align with Foundational Capabilities.

FPHS in Public Health Practice

Several states across the country have already embraced FPHS to transform or modernize their governmental public health systems. These states are at various stages of adopting and implementing FPHS framework but are all working towards transforming their governmental public health system.

Public Health in the 21st Century – 21C Project

Since 2016, the Public Health National Center for Innovations (PHNCI) at PHAB has been leading *Public Health in the 21st Century (the 21C Project)*, a learning community of 11 states who are in various stages of adopting the FPHS framework to modernize governmental public health. The 21C states are described [here](#). Some examples of their work are highlighted below:

Assessment - Washington, Oregon, and Ohio

Key to the FPHS framework is the ability to assess the current capacity and coverage of the public health system to deliver the FPHS, where the gaps are to achieving full FPHS implementation, and what it will cost to fill those gaps.

Washington, Oregon, and Ohio each developed a tool that identifies gaps and estimates costs for each of the Foundational Capabilities and Areas. Each tool includes state-specific functional definitions that describe the core roles of governmental public health to provide FPHS. Washington and Oregon's tools are particularly robust, drilling down to assess specific activities within each of the foundational areas and capabilities. All three tools break down FPHS capacity and cost by geography and size of populations served. Ohio's recent assessment can be found [here](#).

Lessons Learned:

- *The tools in all 3 states effectively identified capacity, gaps, and cost estimations and can be easily modified to be used in any state.*
- *Results showed areas of strength within the governmental public health system, but there were gaps in capacity and expertise for each Foundational Capability and Area.*
- *No FPHS is fully implemented across all jurisdictions and the gaps are not uniform.*
- *There is no "one size fits all" when allocating resources to close FPHS gaps*

Foundational Public Health Services and Public Health Modernization

Legislative Funding & Support – Washington and Oregon

The FPHS assessments in Washington and Oregon led to comprehensive transformation initiatives with legislative support and start-up funding.

Oregon's legislature codified FPHS in statute as the framework for governmental public health in 2015 and 2017. Funding has been part of their modernization legislation. The FPHS framework adapted to the COVID-19 surge. Inequities were apparent and trusted sources or connection points in communities were needed. Funds were directed to community-based organizations for COVID-19 work within the existing FPHS framework. In the current biennium, \$60 million has been approved and invested towards these efforts. Oregon's modernization work can be found [here](#).

Washington's legislature defined the governmental public health system, FPHS, and resource distribution processes in statute. The state legislature invested in FPHS over the past two biennia, addressing chronic underfunding and the resulting detrimental effects on communities and the state's economy. After the initial 2017-2019 investment, Washington documented a small but measurable increase in the system's capacity to deliver FPHS and indicators of better health. In Washington's current biennium, the \$28 million FPHS investment and short-term COVID funding have increased system capacity. However, most resources shifted to the pandemic at the expense of other core public health services. Most recently, the Washington State Legislature approved the 2021-2023 biennial budget to provide \$147 million for FPHS in the 2021-2023 biennium, and \$148 million per year ongoing starting in FY2024. Washington's latest report can be found [here](#).

Structuring the System Differently

Public Health Modernization requires a departure from traditional practices, changes in the way we work and how we are organized.

New Service Delivery Model – Washington

With its initial FPHS investment in the 2017-2019 biennium, Washington conducted service delivery Demonstration Projects. The FPHS assessment created a new source of information to rethink service delivery. Projects were chosen to test new service delivery models based on gaps identified in the FPHS assessment. The projects were:

- *Establishing a [networked TB response team](#) for all local health jurisdictions housed at the Seattle-King County Health District*
- *Building [regional assessment capability](#) by providing trained epidemiologists at the Spokane Regional Health District*
- *Building [Provider Resources websites](#) for communicable disease control tailored to a local health departments' unique provider and community needs. Led by the Tacoma-Pierce County Health District who had already been doing this work.*

These Projects demonstrate the value of new service delivery models to meet FPHS across governmental public health jurisdictions. The vision of doing work differently was successfully achieved with lessons to share - to bring various agencies working together along a continuum, striking the right balance between centralized services with services that are also responsive to local variation in geography, population, economics, and culture. (Results of Washington's

Foundational Public Health Services and Public Health Modernization

Sharing Public Health Services

Sharing public health services is not new and there is a long history of informal sharing or using contractual agreements. But new and diverse service delivery models like those tested in Washington will be needed to effectively and efficiently allocate the expected resources for successful FPHS implementation. States are already moving in this direction.

- In a 2020 Public Health System Review, Indiana recommends a district-level (regional) mechanism to enable resource sharing among local health departments to assure services and skill sets are available across the state. The system review can be found [here](#).
- A 2021 Missouri report for Strengthening Public Health Infrastructure recommends creating “Regional Coordinating Bodies” to incentivize and support formal sharing of staffing and services among smaller health departments to build foundational capabilities. The report can be found [here](#).

The Future of the FPHS Framework

States have chosen the FPHS framework for modernization and transformation efforts, and federal legislation includes language around the Foundational Capabilities. It’s more important than ever, especially considering the pandemic experience, that the FPHS framework reflects the needs of the field at all levels. Some key areas under discussion to strengthen the framework include:

Equity

As part of modernization, public health must be a leader in advancing equity in every community. The [10 Essential Public Health Services](#), which were revised in 2020, puts equity front and center across all 10 services.:

Equity is defined as a fair and just opportunity for all to achieve good health and well-being. This requires removing obstacles to health such as poverty and discrimination and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and healthcare. It also requires attention to health inequities, which are differences in population health status and mortality rates that are systemic, patterned, unjust, and actionable, as opposed to random or caused by those who become ill.

PHAB has also been intentional about emphasizing the importance of equity in Version 2022 of the Standards and Measures. Considerations related to equity will now be highlighted in every domain. And, addressing [Social Determinants of Health \(SDOH\)](#) are considered a necessary pathway to achieve equity.

Social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

In the FPHS framework, Health Equity is currently a function under the Organizational Administrative Competencies Capability, but has not been designated as its own separate Capability or Area. Colorado added Health Equity and SDOH as a Foundational Capability, instead of a function within organizational competencies in their [needs assessment](#). Some states, like Missouri, have modified the FPHS framework

Foundational Public Health Services and Public Health Modernization

to elevate health equity (and SDOH), making it visible across all Capabilities and Areas. An overview of Missouri's model can be viewed [here](#).

Congress, in both the reconciliation bill and the Senate Public Health Infrastructure Saves Lives Act, added equity as part of the core public health infrastructure. Similarly, several states have adapted the FPHS framework to include equity in their modernization efforts.

Emergency Preparedness and Response Capability

The pandemic brings up questions about whether emergency preparedness should be a Foundational Area, instead of a Capability as it is now. Public health can't do emergency preparedness without the other capabilities, however treating it as a separate capability may give the impression that preparedness is not dependent on the rest of what public health has to offer.

State-Specific Models – Definitions States have “tweaked” the FPHS model to meet local needs and requirements and also changed their graphic interpretation along with some definitions. However, these tweaks are not a dismissal of the national framework. States continue to adopt or embrace FPHS and the concept of “minimum package of services” to shape their modernization initiatives and relay or affirm the importance of tying back to a national framework.

FPHS, especially the Foundational Capabilities, has driven public health infrastructure definitions in legislation, though overlapping with Foundational Areas and the consistent addition of equity. There seems to be a sense that even if the FPHS framework has been tweaked, those working in the weeds of public health all “know what we mean”. There is an opportunity here to better define “what we all mean” for our funders and partners going forward.

Summary

FPHS can guide investment in prevention efforts that will help the United States avoid and/or lessen the disruption of future pandemics and epidemics and focus on chronic issues as well as advance equity. FPHS is being widely adopted and embraced as a framework for public health modernization in many states. There is discussion about the value of more clearly emphasizing equity and social determinants of health in the framework, and whether some components are a capability or a program. Some states have tweaked the visual graphic and/or some of the definitions. But despite these discussion points and adaptations, there continues to be strong support that the FPHS framework represents the “*minimum package of public health capabilities and programs that no jurisdiction can be without.*” There is momentum with this framework and a growing list of lessons learned and best practices from states who are using it. Great challenges came with the COVID-19 pandemic, but now we have a singular opportunity to build a stronger local and state public health system. With a potential unprecedented infrastructure and workforce investment over the next five years, this is a great opportunity to keep moving forward and build on the FPHS work.

Foundational Public Health Services and Public Health Modernization

Resources / References

Foundational Public Health Services Fact Sheet. Public Health National Center for Innovations (PHNCI). November 2018. [FPHS-Factsheet-November-2018.pdf \(phnci.org\)](#)

FPHS Planning Guide: Using Foundational Public Health Services to Transform Public Health. Public Health National Center for Innovation (PHNCI). January 2019. [FPHS-Planning-Guide-Using-Foundational-Public-Health-Services-to-Transform-Public-Health.pdf \(phnci.org\)](#) *(this guide includes specific definitions for each of the FC's and FA's)*

21st Century Learning Community States. Public Health National Center for Innovation (PHNCI). 2021. [21C Learning Community | PHNCI](#) *(this document lists each of the 21C states)*

Aligning Accreditation and the Foundational Public Health Capabilities. Public Health National Center for Innovations. November 2018. [Aligning-Accreditation-and-the-Foundational-Public-Health-Capabilities-November-2018.pdf \(phnci.org\)](#)

The Ten Essential Public Health Services. Public Health National Center for Innovations (PHNCI). Created 2020. [EPHS-English.pdf \(phnci.org\)](#)

Healthy People 2030. Social Determinants of Health. U.S. Department of Health and Human Services. Accessed December 1, 2021. <https://health.gov/healthypeople/objectives-and-data/social-determinants-health>

Colorado

Colorado Public Health System Transformation Core Public Health Services Needs Assessment Report. Prepared by Habile Consulting LLC. January 2020. [final_colorado_cphs_needs_assessment_executive_summary_2020_01.pdf \(calpho.org\)](#)

Indiana

Indiana Public Health System Review. IU Richard M. Fairbanks School of Public Health. December 2020. [indiana-public-health-system-review-fnl-web3.pdf \(rmff.org\)](#)

Kansas

Kansas Foundational Public Health Services Model Development. Kansas Health Institutes. August 2017. [Kansas Foundational Public Health Services Model Development.indd \(khi.org\)](#)

Kansas Foundational Public Health Services Capacity Assessment. Kansas Health Institute. August 2017. [Kansas FPHS Capacity Assessment \(khi.org\)](#)

State-By-State Comparison of Foundational Public Health Services. Technical Report. Prepared for the Public Health Systems Group. Kansas Health Institute. January 2017. [FPHS-State-by-State-Comparison.pdf \(kalhd.org\)](#)

Massachusetts

Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections. Report of the Special Commission on Local and Regional Public Health. Commonwealth of Massachusetts. June 2019. [download \(mass.gov\)](#)

Foundational Public Health Services and Public Health Modernization

Minnesota

A New Framework for Governmental Public Health in Minnesota. Minnesota Department of Health. June 2019. [A new framework for governmental public health in Minnesota \(state.mn.us\)](https://state.mn.us/health/public-health/a-new-framework-for-governmental-public-health-in-minnesota)

Missouri

Acosta, Alexis; Benoit, Marie-Anais; Conway, Ciara; Hughes, Dora; Levi, Jeffrey; Markus, Anne; Regenstein, Marsha; Seyoum, Semret; Trott, Jennifer; and Van Bronkhorst, Hope, "Missouri's Public Health Response to COVID-19: Key Findings and Recommendations for State Action and Investment" (2021). *Health Policy and Management Issue Briefs*. Paper 61.

https://hsrc.himmelfarb.gwu.edu/sphhs_policy_briefs/61/

Our Model: Foundational Public Health Services. #HealthierMO. [fphs-overview.pdf \(mo.gov\)](#)

[HOME | HealthierMO](#). Accessed November 2021. *(this report shows their FPHS graphic with Health Equity and SDOH visually called out across all FC's and FA's).*

Ohio

Costing the FPHS in Ohio: Analysis for FY2019. Final Report. Prepared by Simone Singh, PhD for the Ohio Public Health Partnership (OPHP). September 30, 2021. [Costing the FPHS in Ohio \(filesusr.com\)](#) *(this report describes the Ohio costing tool – a self-administered tool for local health departments with a User's Guide, easily adaptable for use by other states).*

Oregon

Public Health Modernization Manual: Foundational capabilities and programs for public health in Oregon. Oregon Health Authority, Public Health Division. September 2017. [Public Health Modernization Manual, September 2017 \(oregon.gov\)](#)

Washington

Washington State Department of Health. FPHS: Progress Toward Full Funding and Implementation, Transformation, and Improved Health. October 2020. RCW 43.70.515(3). [GetPDF \(wa.gov\)](#)

Service Delivery Demonstration Projects Year 1 Evaluation: Case Studies and Lessons Learned. January 2019. Berk Consulting for the Washington State Association of Local Public Health Officials (WSALPHO) and the Washington State Department of Health (DOH). [2019 FPHS Shared Services Demonstration Projects Year 1 Evaluation.pdf | Powered by Box](#)

A Plan to Rebuild and Modernize Washington's Public Health System. Washington State Department of Health. WSALPHO. Washington State Board of Health. December 2016. [FPHS-PublicHealthModernizationPlan2016.pdf \(wa.gov\)](#)

Appendix A: FPHS Factsheet

Overview

Health departments provide public health protections in a number of areas, including: preventing the spread of communicable disease, ensuring food, air, and water quality are safe, supporting maternal and child health, improving access to clinical care services, and preventing chronic disease and injury. In addition, public health departments provide local protections and services unique to their community's needs.

The infrastructure needed to provide these protections strives to provide fair opportunities for all to be healthy and includes seven capabilities: 1) Assessment/Surveillance, 2) Emergency Preparedness and Response, 3) Policy Development and Support, 4) Communications, 5) Community Partnership Development, 6) Organizational Administrative Competencies and 7) Accountability/Performance Management. Practically put, health departments have to be ready 24/7 to serve their communities. That requires access to a wide range of critical data sources, robust laboratory capacity, preparedness and policy planning capacity, and expert staff to leverage them in support of public health protections.

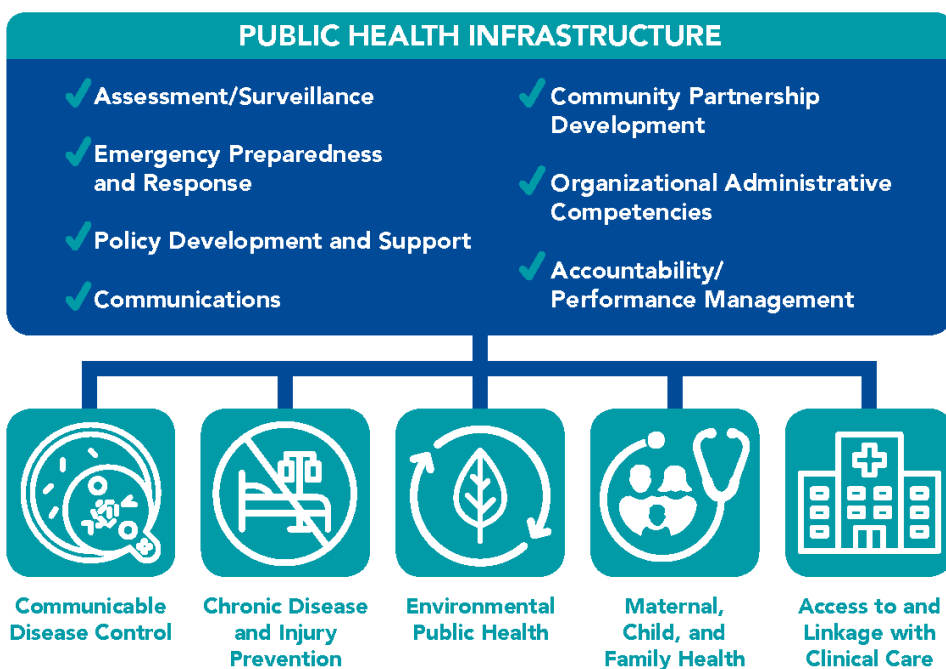
Staff Contacts

Jessica Solomon Fisher, MCP
Chief Innovations Officer
Phone: 703-778-4549 ext. 116
E-mail: jfisher@phnci.org

Travis Parker Lee
Program Specialist
Phone: 703-778-4549 ext. 102
E-mail: lee@phnci.org

Social

Stay up-to-date with PHNCI by visiting www.phnci.org, subscribing to our e-newsletter, and following @PHinnovates on Twitter.



Public health infrastructure consists of the foundational capabilities, which are the cross-cutting skills and capacities needed to support basic public health protections and other programs and activities that are key to ensuring the community's health and achieving equitable health outcomes.

Public health programs, or foundational areas, are those basic public health, topic-specific programs that are aimed at improving the health of the community affected by certain diseases or public health threats. Examples of these include, but are not limited to, chronic disease prevention, community disease control, environmental public health, and maternal, child, and family health.

Local protections and services unique to a community's needs are those determined to be of additional critical significance to a specific community's health and are supported by the public health infrastructure and programs. This work is essential to a given community and cannot be visually depicted because it varies by jurisdiction.

Public Health Infrastructure (Foundational Capabilities)

Assessment/Surveillance

- ❖ Ability to collect sufficient foundational data to develop and maintain electronic information systems to guide public health planning and decision making at the state and local level. Foundational data include Behavioral Risk Factor Surveillance Survey (BRFSS), a youth survey (such as YRBS), and vital records, including the personnel and software and hardware development that enable the collection of foundational data.
- ❖ Ability to access, analyze, and use data from (at least) seven specific information sources, including (1) U.S. Census data, (2) vital statistics, (3) notifiable conditions data, (4) certain health care clinical and administrative data sets including available hospital discharge, insurance claims data, and Electronic Health Records (EHRs), (5) BRFSS, (6) nontraditional community and environmental health indicators, such as housing, transportation, walkability/green space, agriculture, labor, and education, and (7) local and state chart of accounts.

- ❖ Ability to prioritize and respond to data requests, including vital records, and to translate data into information and reports that are valid, statistically accurate, and accessible to the intended audiences.
- ❖ Ability to conduct a community and statewide health assessment and identify health priorities arising from that assessment, including analysis of health disparities.
- ❖ Ability to access 24/7 laboratory resources capable of providing rapid detection.

Emergency Preparedness and Response

- ❖ Ability and capacity to develop, exercise, and maintain preparedness and response strategies and plans, in accordance with established guidelines, to address natural or other disasters and emergencies, including special protection of vulnerable populations.
- ❖ Ability and capacity to lead the Emergency Support Function 8 – Public Health & Medical for the county, region, jurisdiction, and state.
- ❖ Ability to activate the emergency response personnel and communications systems in the event of a public health crisis; coordinate with federal, state, and local emergency managers and other first responders; and operate within, and as necessary lead, the incident management system.
- ❖ Ability to maintain and execute a continuity of operations plan that includes a plan to access financial resources to execute an emergency and recovery response.
- ❖ Ability to establish and promote basic, ongoing community readiness, resilience, and preparedness by enabling the public to take necessary action before, during, or after a disaster.
- ❖ Ability to issue and enforce emergency health orders.
- ❖ Ability to be notified of and respond to events on a 24/7 basis.
- ❖ Ability to function as a Laboratory Response Network (LRN) Reference laboratory for biological agents and as an LRN chemical laboratory at a level designated by CDC.

Policy Development and Support

- ❖ Ability to serve as a primary and expert resource for establishing, maintaining, and developing basic public health policy recommendations that are evidence-based, grounded in law, and legally defensible. This ability includes researching, analyzing, costing out, and articulating the impact of such policies and rules where appropriate, as well as the ability to organize support for these policies and rules and place them before an entity with the legal authority to adopt them.
- ❖ Ability to effectively inform and influence policies being considered by other governmental and non-governmental agencies within your jurisdiction that can improve the physical, environmental, social, and economic conditions affecting health but are beyond the immediate scope or authority of the governmental public health department.

Communications

- ❖ Ability to maintain ongoing relations with local and statewide media including the ability to write a press release, conduct a press conference, and use electronic communication tools to interact with the media.
- ❖ Ability to write and implement a routine communication plan that articulates the health department's mission, value, role, and responsibilities in its community, and support department and community leadership in communicating these messages.
- ❖ Ability to develop and implement a risk communication strategy, in accordance with Public Health Accreditation Board Standards, to increase visibility of a specific public health issue and communicate risk. This includes the ability to provide information on health risks and associated behaviors.
- ❖ Ability to transmit and receive routine communications to and from the public in an appropriate, timely, and accurate manner, on a 24/7 basis.
- ❖ Ability to develop and implement a proactive health education/health prevention strategy (distinct from other risk communications) that disseminates timely and accurate information to the public in culturally and linguistically appropriate (i.e., 508 compliant) formats for the various communities served, including through the use of electronic communication tools.

Community Partnership Development

- ❖ Ability to create, convene, and sustain strategic, non-program specific relationships with key health-related organizations; community groups or organizations representing populations experiencing health disparities or inequities; private businesses and health care organizations; and relevant federal, tribal, state, and local government agencies and non-elected officials.
- ❖ Ability to create, convene, and support strategic partnerships.
- ❖ Ability to maintain trust with and engage community residents at the grassroots level.
- ❖ Ability to strategically select and articulate governmental public health roles in programmatic and policy activities and coordinate with these partners.

- ❖ Ability to convene across governmental agencies, such as departments of transportation, aging, substance abuse/mental health, education, planning and development, or others, to promote health, prevent disease, and protect residents of the health department's geopolitical jurisdiction.
- ❖ Ability to engage members of the community in a community health improvement process that draws from community health assessment data and establishes a plan for addressing priorities. The community health improvement plan can serve as the basis for partnership development and coordination of effort and resources.

Organizational Administrative Competencies

- ❖ Leadership and Governance: Ability to lead internal and external stakeholders to consensus, with movement to action, and to serve as the public face of governmental public health in the department's jurisdiction. Ability to directly engage in health policy development, discussion, and adoption with local, state, and national policymakers, and to define a strategic direction of public health initiatives. Ability to engage with the appropriate governing entity about the department's public health legal authorities and what new laws and policies might be needed.
- ❖ Health Equity: Ability to strategically coordinate health equity programming through a high level, strategic vision and/or subject matter expertise which can lead and act as a resource to support such work across the department.
- ❖ Information Technology Services, including Privacy and Security: Ability to maintain and procure the hardware and software needed to access electronic health information and to support the department's operations and analysis of health data. Ability to support, use, and maintain communication technologies needed to interact with community residents. Ability to have the proper systems in place to keep health and human resources data confidential.
- ❖ Human Resources Services: Ability to develop and maintain a competent workforce, including recruitment, retention, and succession planning; training; and performance review and accountability.
- ❖ Financial Management, Contract, and Procurement Services, including Facilities and Operations: Ability to establish a budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies. Ability to secure grants or other funding (governmental and not) and demonstrate compliance with an audit required for the sources of funding utilized. Ability to procure, maintain, and manage safe facilities and efficient operations.
- ❖ Legal Services and Analysis: Ability to access and appropriately use legal services in planning, implementing, and enforcing, public health initiatives, including relevant administrative rules and due process.

Accountability/Performance Management

- ❖ Quality Improvement: Ability to perform according to accepted business standards and to be accountable in accordance with applicable relevant federal, state, and local laws and policies and to assure compliance with national and Public Health Accreditation Board Standards. Ability to maintain a performance management system to monitor achievement of organizational objectives. Ability to identify and use evidence-based and/or promising practices when implementing new or revised processes, programs and/or interventions at the organizational level. Ability to maintain an organization-wide culture of quality improvement using nationally recognized framework quality improvement tools and methods.

Public Health Programs (Foundational Areas)

Communicable Disease Control

- ❖ Provide timely, statewide, and locally relevant and accurate information to the health care system and community on communicable diseases and their control.
- ❖ Identify statewide and local communicable disease control community partners and their capacities, develop and implement a prioritized communicable disease control plan, and seek funding for high priority initiatives.
- ❖ Receive laboratory reports and other relevant data, conduct disease investigations, including contact tracing and notification, and recognize, identify, and respond to communicable disease outbreaks for notifiable conditions in accordance with local, national and state mandates and guidelines.
- ❖ Assure the availability of partner notification services for newly diagnosed cases of syphilis, gonorrhea, and HIV according to CDC guidelines.
- ❖ Assure the appropriate treatment of individuals who have active tuberculosis, including the provision of directly-observed therapy in accordance with local and state laws and Centers for Disease Control and Prevention (CDC) guidelines.
- ❖ Support the recognition of outbreaks and other events of public health significance by assuring capacity for the identification and characterization of the causative agents of disease and their origin, including those that are rare and unusual, at the appropriate level.
- ❖ Coordinate and integrate categorically-funded communicable disease programs and services.

Chronic Disease and Injury Prevention

- ❖ Provide timely, statewide, and locally relevant and accurate information to the health care system and community on chronic disease and injury prevention and control.
- ❖ Identify statewide and local chronic disease and injury prevention community partners and their capacities, develop and implement a prioritized prevention plan, and seek funding for high priority initiatives.
- ❖ Reduce statewide and community rates of tobacco use through a program that conforms to standards set by state or local laws and CDC's Office on Smoking and Health, including activities to reduce youth initiation, increase cessation, and reduce secondhand smoke exposure, as well as exposure to harmful substances.
- ❖ Work actively with statewide and community partners to increase statewide and community rates of healthy eating and active living through a prioritized approach focusing on best and emerging practices aligned with national, state, and local guidelines for healthy eating and active living.
- ❖ Coordinate and integrate categorically-funded chronic disease and injury prevention programs and services.

Environmental Public Health

- ❖ Provide timely, statewide, and locally relevant and accurate information to the state, health care system, and community on environmental public health issues and health impacts from common environmental or toxic exposures.
- ❖ Identify statewide and local community environmental public health partners and their capacities, develop and implement a prioritized plan, and seek action funding for high priority initiatives.
- ❖ Conduct mandated environmental public health laboratory testing, inspections, and oversight to protect food, recreation sites, and drinking water; manage liquid and solid waste streams safely; and, identify other public health hazards related to environmental factors in accordance with federal, state, and local laws and regulations.
- ❖ Protect workers and the public from chemical and radiation hazards in accordance with federal, state, and local laws and regulations
- ❖ Participate in broad land use planning and sustainable development to encourage decisions that promote positive public health outcomes (e.g. housing and urban development, recreational facilities, and transportation systems) and resilient communities.
- ❖ Coordinate and integrate categorically-funded environmental public health programs and services.

Maternal, Child, and Family Health

- ❖ Provide timely, statewide, and locally relevant and accurate information to the health care system and community on emerging and on-going maternal child health trends.
- ❖ Identify local maternal and child health community partners and their capacities; using life course expertise and an understanding of health disparities, develop a prioritized prevention plan; and seek funding for high priority initiatives.
- ❖ Identify, disseminate, and promote emerging and evidence-based information about early interventions in the prenatal and early childhood period that promote lifelong health and positive social-emotional development.
- ❖ Assure newborn screening as mandated by a state or local governing body including wraparound services, reporting back, following up, and service engagement activities.
- ❖ Coordinate and integrate categorically funded maternal, child, and family health programs and services.

Access to and Linkage with Clinical Care

- ❖ Provide timely, statewide, and locally relevant and accurate information to the health care system and community on access and linkage to clinical care (including behavioral health), healthcare system access, quality, and cost.
- ❖ Inspect and license healthcare facilities, and license, monitor, and discipline healthcare providers, where applicable.
- ❖ In concert with national and statewide groups and local providers of health care, identify healthcare partners and competencies, develop prioritized plans for increasing access to health homes and quality health care, and seek funding for high priority policy initiatives.
- ❖ Coordinate and integrate categorically-funded clinical health care.

Public Health National Center for Innovations
1600 Duke Street, Suite 200 | Alexandria, VA 22314
703-778-4549 | info@phnci.org | @PHinnovates



ESTABLISHING A BASELINE FOR LOCAL PUBLIC HEALTH INFRASTRUCTURE

AMY HYNE-SUTHERLAND, PHD
PUBLIC HEALTH COORDINATOR
NEVADA ASSOCIATION of COUNTIES
(NACO)

INTRODUCTIONS



- **Amy Hyne-Sutherland, Public Health Coordinator, NACO**
- **Joe Lednicky, Economist III, UNR Extension**
- **Marlene Rebori, Professor and Community Development Specialist, UNR Extension**

WHY DO WE CARE ABOUT ESTABLISHING A BASELINE?



- **Enables Improvement + Increased Efficiency**
 - Mapping the current state enables local government to understand assets, gaps, and investments; New efforts can be planned/measured
 - County-by-County approach enables regions to see where collaboration and shared planning/resources make the most sense
- **Data helps the County and local partners advocate for additional resources at the State and National level**
 - Enables data-informed decision making and investment
- **Seize opportunity to utilize new costing and assessment tools available from national partners**
 - Public Health National Center for Innovation released tools in April 2023
 - Assessment tool is adapted from national model, will enable benchmarking with like counties

"If you can't measure it, you can't improve it."

TOOLS TO SUPPORT ESTABLISHING A BASELINE

1. Lists of Mandated Public Health Services (Local/State)

2. State Community Health Needs Assessment(s): County Profiles

3. Local Community Health Needs Assessments (if available)

4. Foundational Public Health Services Assessments



1. Lists of Mandated Public Health Services (Local/State)

Examples of Local Mandated Services

County Board of Health

NRS 439.280, NRS 439.350-360

County Health Officer

NRS 439.290 – 439.340, NRS 439.480-490

Health Districts

NRS 439.361-410

Examples of State Mandated Services

State Board of Health

Epidemiology/Communicable Disease
Reporting – *NRS 441A.150-230*

Sexually Transmitted Infections/Diseases
Diagnosis and Treatment

- Program to Treat HIV or AIDS –
NRS.439.539, NRS 441A.334-336

Healthcare Facility Licensing



1. Lists of Mandated Public Health Services (Local/State)

County Assessments

In 2011, the Nevada Legislature passed Senate Bill 471 requiring rural counties to pay an assessment to the Health Division of the Department of Health and Human Services for the cost of providing various public health services

In FY2022, the Division of Public and Behavioral Health (DPBH) received \$568,699.00 in County Participants Funds Revenue in DPBH Budget Account 3224 Community Health Services. In FY2023, DPBH will receive \$553,330.00.

SB471 also established a process for counties to submit a proposal to the Governor for the county to carry out the services that would otherwise be provided by the Division.



2. State Community Health Needs Assessment(s)

Nevada State Health Needs Assessment | 2019



Nevada Department of
Health and Human Services



NEVADA DIVISION of PUBLIC
and BEHAVIORAL HEALTH

NEVADA STATE HEALTH ASSESSMENT 2022

Prepared by:



3. Local Community Health Needs Assessments (if available)

CARSON TAHOE
— HEALTH —

CARSON CITY
HEALTH & HUMAN SERVICES

Quad-County
Public Health
Preparedness

LYON
HUMAN SERVICES

DOUGLAS COUNTY
COMMUNITY SERVICES
PARKS & RECREATION

30
YEARS
COMMUNITY QUESTIONS

2022 QUAD-COUNTY
REGIONAL

**COMMUNITY
HEALTH
NEEDS
ASSESSMENT**

A coalition of eight community agencies came together to complete this Community Health Needs Assessment (CHNA). The goal of this assessment is to determine the most pressing health-related needs from the perspective of community members themselves. A variety of data sources were used including focus groups, phone interviews, national and state government reports and data, and a robust community-wide online survey.

Altogether, the report tells a story of a resilient, collaborative community ready to meet the many health-related challenges of today and tomorrow to build a healthier future for all.

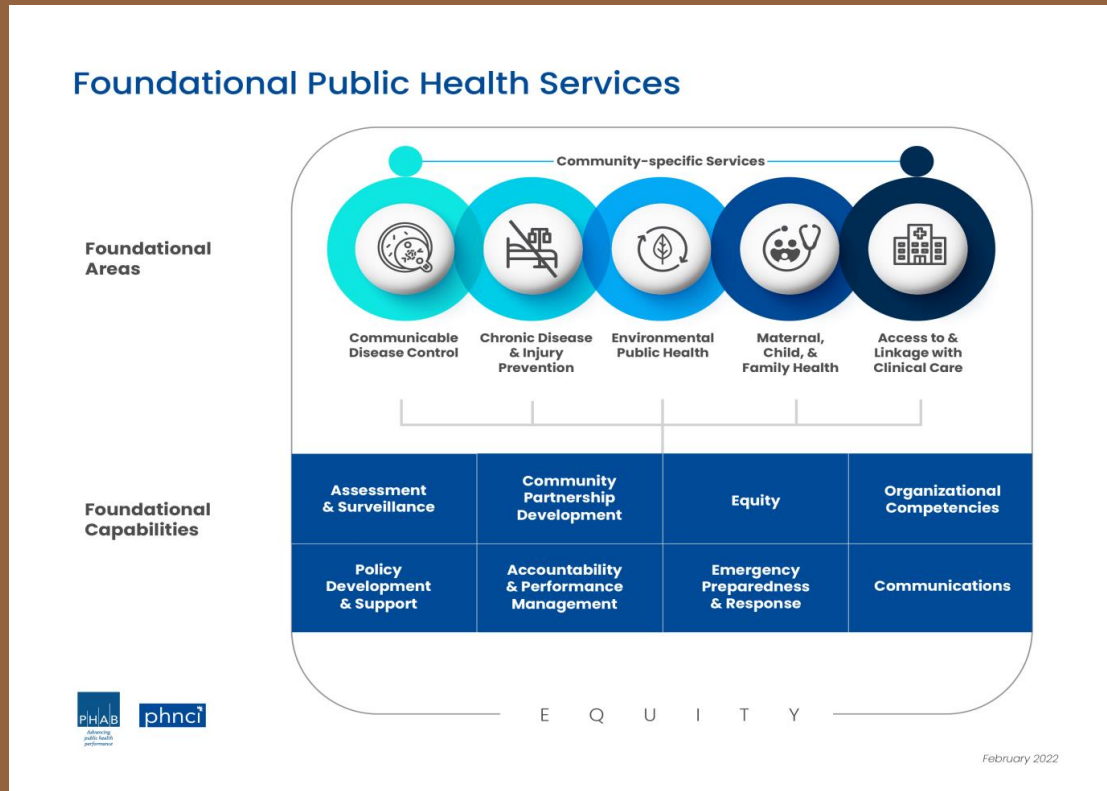
COMPILED FOR CARSON TAHOE HEALTH
ON BEHALF OF THE QUAD COUNTIES BY:

crescendo

A Quad-County
Community
Health Needs
Assessment was
conducted in
2022



4. Foundational Public Health Services County-Level Assessments



Overview

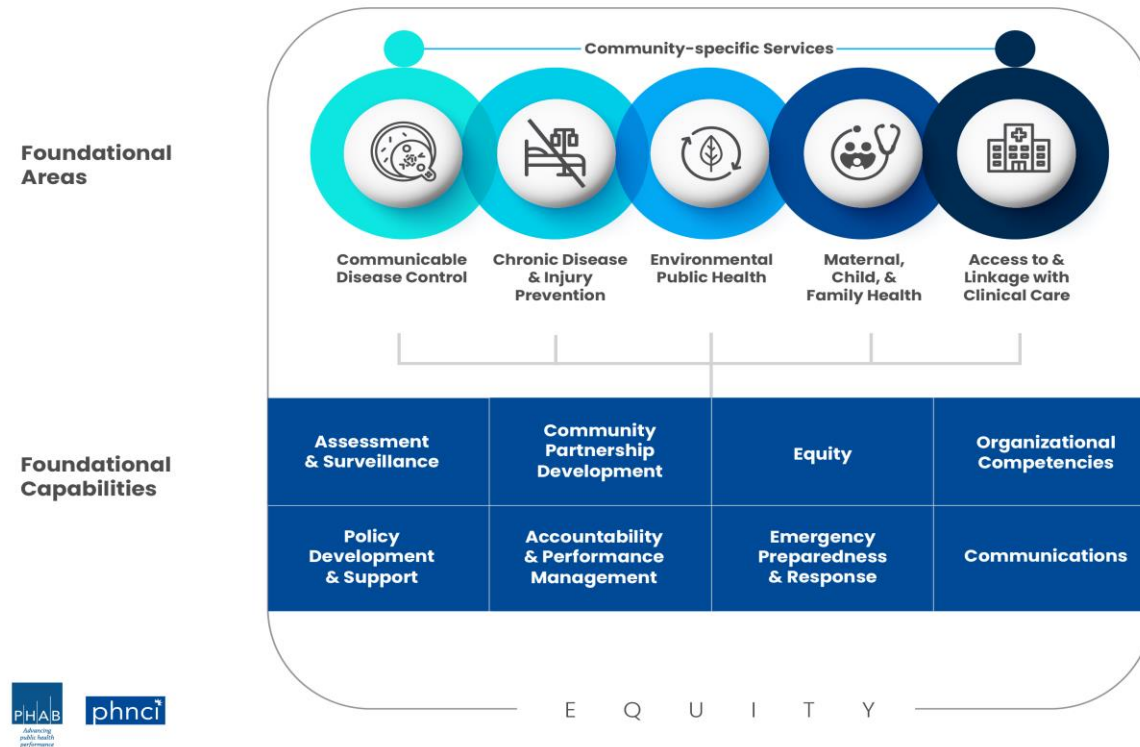
FPHS were developed to represent a minimum package of public health services every community should have or have access to.

Benefits:

- Help set a foundation for what is needed everywhere for public health to function
- Aligns with Public Health Accreditation Board (PHAB) Standards & Measures
- Helps counties identify assets and challenges, as well as opportunities to collaborate regionally on shared areas of need



Foundational Public Health Services



February 2022

As an assessment of **public health infrastructure**, the FPHS Assessment is different than a Community Health Needs Assessment.

It does not collect data on health outcomes or health drivers, rather it **assesses a community's ability to deliver essential public health services**.

Expertise (knowledge, skills, education, and experience)

- Absent
- Basic
- Proficient
- Expert

Capacity (staff and/or resources, materials, and supplies to implement)

- Absent
- Minimal
- Moderate
- Full

Level of Program Implementation

- Fully Implemented
- Sufficient Services
- Some Services
- Minimal Services
- Lacking/No Services

	State of Nevada Please list all programs/services currently offered and organization if different than state government (such as contractors)	County Please list all programs/services currently offered and organization if different than county government (such as contractors)	Regional Health Department/District Please list all programs/services currently offered and list organization	Community Supported Services (including Tribal, non-profit, private, and others) Please list all programs/services currently offered and list organization
Communicable Disease Control Expertise (knowledge, skills, education, and experience) <input type="checkbox"/> Absent <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Expert Capacity (staff and/or other resources, materials, and supplies to implement) <input type="checkbox"/> Absent <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Full Program Implementation <input type="checkbox"/> Fully Implemented/ Meets Demand <input type="checkbox"/> Sufficient Services <input type="checkbox"/> Some Services <input type="checkbox"/> Minimal Services <input type="checkbox"/> Lacking/No Services	Examples: <ul style="list-style-type: none"> • Epidemiology Disease Surveillance 	Examples: <ul style="list-style-type: none"> • Laboratory Testing 	Examples: <ul style="list-style-type: none"> • Contact Tracing • Data Collection/Analysis Surveillance 	

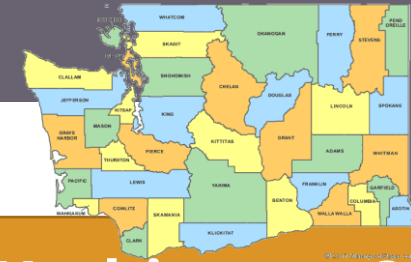


2022 - 2023 FOUNDATIONAL PUBLIC HEALTH SERVICES (FPHS) FINDINGS - BY COUNTY

Key: ■ Fully Implemented/Meets Demand ■ Sufficient Services ■ Some Services ■ Minimal Services ■ Lacking Capacity/Needs Services

	Foundational Areas						Foundational Capabilities							
	Comm. Disease Control	Chronic Disease Prev.	Env. Health	Maternal Child Health	Access to Care	Behavioral Health	Assessment/ Surveillance	Community Partnership	Equity	Competency	Policy	Performance Management	Emergency Prep. & Response	Comms
Carson City	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Churchill County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Clark County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Douglas County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Elko County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Esmeralda County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Eureka County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Humboldt County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Lander County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Lincoln County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Lyon County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Mineral County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Nye County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Pershing County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Storey County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Washoe County	■	■	■	■	■	■	■	■	■	■	■	■	■	■
White Pine County	■	■	■	■	■	■	■	■	■	■	■	■	■	■

*See individual County Profiles for further review of each foundational area and foundational capabilities

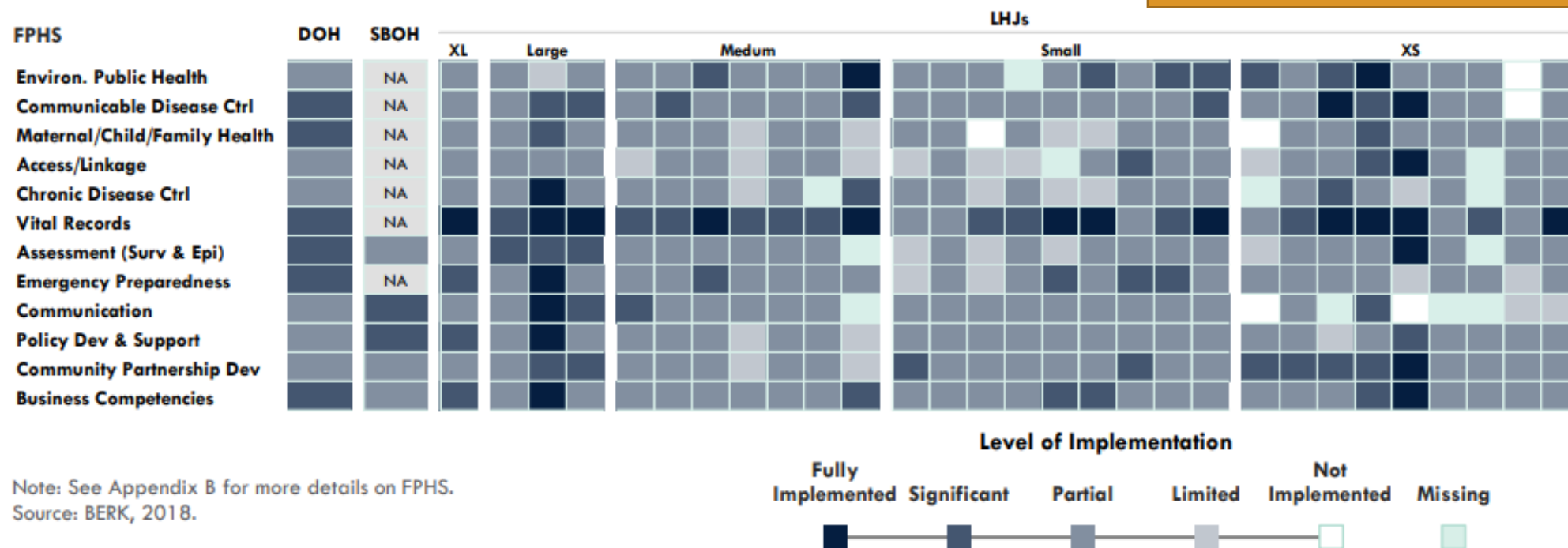


Washington State FPHS 2018

PROGRAMMATIC ANALYSIS: LEVEL OF IMPLEMENTATION

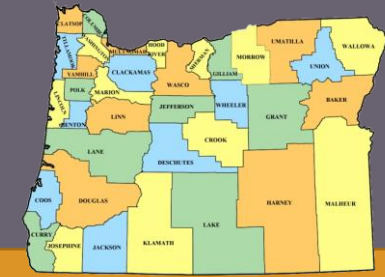
Assessment participants reported current implementation of the six foundational programs and six foundational capabilities. The aggregated results provide a summary of FPHS implementation for the governmental public health system at the time of the assessment (Exhibit ES-1).

Exhibit ES-1. Current Implementation of Foundational Programs and Capabilities



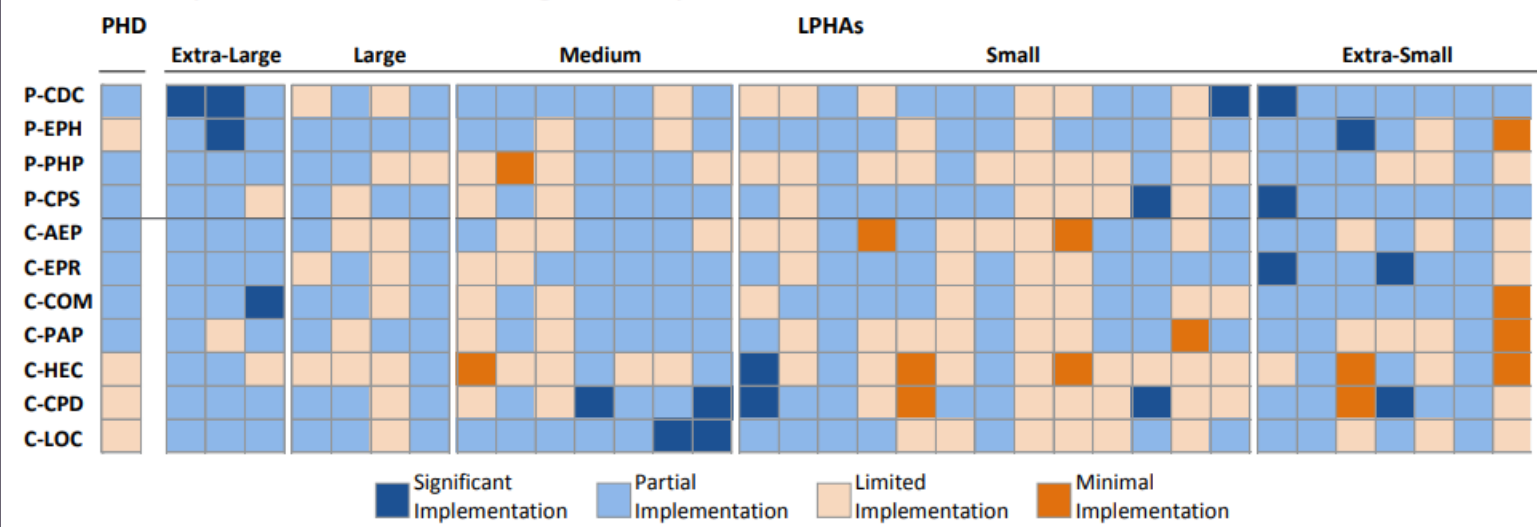
Note: See Appendix B for more details on FPHS.
Source: BERK, 2018.

By comparing the rows of Exhibit ES-1, it is clear that no foundational program or capability is fully or significantly implemented across all responding agencies. This finding suggests FPHS in Washington state do not currently meet the condition of “must exist everywhere to work anywhere” – all squares would need to be dark blue for this to be the case.



Oregon State FPHS 2016

Current Implementation of Foundational Programs and Capabilities



Above are the foundational program and capability implementation levels for PHD and a randomized ordering of the LPHAs by size bands. Each vertical set of boxes represent one public health authority. There are no foundational programs or capabilities that are significantly implemented universally across all governmental public health authorities. There are some areas with a higher concentration of limited and minimal implementation, such as the Health Equity and Cultural Responsiveness capability and the Prevention and Health

Promotion program. Additionally, some governmental public health authorities have larger programmatic gaps than others. However, there are gaps across the system in every size category.

- Foundational Programs and Capabilities Code Key**
- P-CDC:** Communicable Disease Control
 - P-EPH:** Environmental Public Health
 - P-PHP:** Prevention and Health Promotion
 - P-CPS:** Access to Clinical Preventive Services
 - C-AEP:** Assessment and Epidemiology
 - C-EPR:** Emergency Preparedness and Response
 - C-COM:** Communications
 - C-PAP:** Policy and Planning
 - C-HEC:** Health Equity and Cultural Responsiveness
 - C-CPD:** Community Partnership Development
 - C-LOC:** Leadership and Organizational Competencies

TIMELINE + NEXT STEPS

- Request a volunteer Commissioner Champion
- Kick-off Call / Q&A Session: March 22nd @ 1PM (via Zoom)
- Survey Distributed after Kick-Off Call
- 3 weeks to complete
- Agency can receive a single survey to distribute among team and complete; do NOT submit until all in
- Confirm in-person 3hr Community Meeting to review and verify results (April 23rd, Virginia City Location TBD, 9AM-12PM)

QUESTIONS?

Amy Hyne-Sutherland, PhD

Public Health Coordinator


Nevada Association of Counties

Email:

ahynesutherland@nvnao.org

Direct: (775) 883-7867



	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 3/19/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration of a letter of interest for appointment of a planning commissioner to serve a remaining term representing Precinct 5 (Highlands District) on the Storey County Planning Commission.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to appoint Carlos Negrete to serve a remaining term representing Precinct 5 (Highlands District) on the Storey County Planning Commission.
- **Prepared by:** Lyndi Renaud

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** Pursuant to Storey County Code 2.12 and NRS, the term of a planning commissioner is four years. The previous Precinct 5 planning commissioner resigned from the position. This position will replace the previous person and will serve the remaining appointment time. This position appointment will expire on December 31, 2024. At that time the commissioner may apply for re-appointment to the Precinct 5 position if desired.
- The planning commissioner vacancy was posted according to policy and NRS. One letter of interest was received, and an interview was conducted. The applicant shows an impressive background. His interest in serving our community is appreciated. Based on qualifications and experiences, staff recommends the appointment of Carlos Negrete to fulfill the remaining time for the Precinct 5 planning commissioner position, expiring on December 31, 2024.
- **Supporting Materials:** See Attachments
- **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 PUBLIC NOTICE
PLANNING COMMISSIONER VACANCY
Precinct 5 (Highlands District)

Position: Storey County Planning Commissioner to represent Precinct 5 (Highlands including Virginia City Highlands, Highlands Ranches, and Virginia Ranches). All interested parties must live within this voting district. The Planning Commission is an advisory body to the Board of County Commissioners. It is responsible for directing the short- and long-range growth and development of the county through maintenance and implementation of the county master plan, zoning ordinances, and other applicable land-use policies. It is composed of seven commissioners who serve two or more times per month on the body and who are compensated pursuant to NRS 278.040. Each commissioner is appointed by the Board of County Commissioners to serve at its pleasure for a four year term with possible re-appointment following expiration of the term.

Preferred Qualifications: A Planning Commissioner's primary duty is to make land-use decisions that are consistent with the policies and plans, including the county master plan, formally adopted by the Board of County Commissioners. Therefore, the first priority of a Planning Commissioner is to have strong decision-making skills and develop knowledge of county policies and applicable Nevada Revised Statutes. It is not critical to have training in the fields of planning, architecture, law, civil engineering, geology, economics, or demography; these are skills that are available to the commissioner from staff, consultants, and applicants. The Planning Commissioner's job is to weigh input given in staff reports and other professional reports, meeting testimonies, and other correspondence. A Planning Commissioner is like a judge who renders decisions based on the testimony of experts and others who appear as witnesses in a trial. Minimum qualifications of a Planning Commissioner include: a willingness and ability to research and report on issues, programs, and policies related to local land-use matters; ability to attend afternoon and night meetings on a regular basis; ability to sustain harmonious working relationships with commission members, the Board of County Commissioners, staff, residents, applicants, and the public; ability to act within the ethical standards set forth by NRS and NAC; and willingness to expand knowledge related to land-use planning. The new-appointee must successfully pass a criminal background investigation.

Letter of Interest: All interested parties must submit a letter of interest showing qualifications and reason for applying for the appointment. An official job application is not necessary.

Closing Date: Letters of interest (originals) must be received by the Storey County Human Resources Office, Storey County Courthouse, 26 South "B" Street (P.O. Box 176), Virginia City, NV 89440 by **5:00 p.m., Tuesday, March 5, 2024.** Please contact 775.847.0968 for further questions.

Storey County is an Equal Opportunity Employer.

Posting dates: 2/20/2024 – 3/5/2024

Planning Commissioner Vacancies

Storey County Precinct 5 Letter of Interest

February 21, 2024

Storey County Planning Commissioner,

Please accept this Letter of Interest with regards to the Precinct 5 Highlands District position that is currently open for the above listed precinct.

Throughout my career and personal life, I enjoyed being part of the businesses and communities that I've worked for and resided in, especially the VC Highlands community, and would take pride in helping to uphold and provide input to existing and new planning initiatives within our precinct. Some of my experience has come from being involved with serving on several Board of Directors in both California and Nevada and the advancement of my career within the business community. I've held several Board member positions that include Secretary, Treasurer, Vice President, and President.

In my business career, I've moved up through several levels of responsibility, from my first position with Hewlett Packard in a manufacturing environment to my current position today as Vice President of Advanced Technologies. Throughout my career, I've focused on communication from both a listening standpoint and offering my insights on recommendations to help maintain and meet our goals and objectives to grow the business. One of my business career goals, as an entrepreneur, was to own my own business for a realized goal of three years. This experience provided me with a well rounded understanding of all aspects of communications and team work.

It is with the above mentioned experience and interest that I would like to be considered for this vacancy so that I can assist the community that my wife and I reside in.

Respectfully,



Carlos Negrete
360 Panamint Road
VC Highlands, NV 89521
(775) 221-0462



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the draft FY25 Storey County Capital Improvement Plan.
- **Recommended motion:** I, [commissioner], move to approve the presented FY25 Storey County Capital Improvement Plan.
- **Prepared by:** Honey Coughlin

Department: County Manager

Contact Number: 7755463183

- **Staff Summary:** In working with county staff and Comptroller McCain on the proposed project list for FY25, and in taking a more targeted approach to ensure the completion of these projects within the designated Fiscal Year, Fiscal Years 26-29 need to undergo further consideration before presentation. Upon Board approval of the FY25 CIP, I will then work with county staff, County Manager Osborne, and Comptroller McCain to discuss the feasibility of the proposed projects for FYs 26-29. I anticipate an agenda item to request a discussion only workshop for FYs 26-29 at the April 16 BOCC, after which I look to submit FYs 26-29 for Board approval on May 7.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Capital Improvement Plan - *DRAFT*

Project ID	Short Name	Description <i>*See respective FY Addendum tabs for more detailed info.</i>	Estimated Total Project Cost	County Fund	Project Location	FTE
FY25 PROJECTS						
P3-01	Courthouse Fence Repair	Mold and foundry	\$50,000	Capital	VC	0.00
P4-07.1	Fairgrounds Upgrade Phase 2 of 2	Fairgrounds construction	\$468,500	Capital/Grant	VC	0.22
P4-11.1	LW SR Center Phase 2 of 3	LW SR Center construction	\$3,661,000	Capital/Grant	LW	1.30
P4-12.1	Fire Station 71 Phase 2 of 3	Fire Station 71 construction	\$3,000,000	Capital/Grant	VC	1.50
P4-13	Fuel Tanks	Construction - Replace double-lined fuel tanks at TRI/PW	\$300,000	Capital/Fire 75/25	TRI/VC	0.20
P4-15	MTCC Outdoor Reader Board	Replace message board with reader board	\$50,000	Capital	MT	0.00
P4-16	VCTC Center Phase 1 of 2	Design phase of pocket park deck at Black & Howell site	\$130,000	VCTC	VC	0.11
P5-03	VC Parcourse Phase 1 of 3	Planning Phase	\$10,000	Capital	VC	0.00
P5-04	LAN	Network devices, LANs, storage, communications	\$120,000	Capital	County	0.11
P5-05	National Park Services Swap	Planning Phase	\$10,000	Facilities	County	0.00
P5-07.1	MT Community Center Phase 2 of 4	Construction Phase of Metal Building	\$600,000	Capital	MT	0.23
P5-07.2	MT Community Center Phase 3 of 4	Design/Plan Phase of Retrofit of Current Facility	\$50,000	Capital	MT	0.00
P5-12.1	VCH Community Center Phase 2 of 2	Construction Phase - Retrofit current Fire Station 72 bays to Community Center	\$400,000	Capital	VCH	0.23
P5-15	LW Dog Park Phase 1 of 3	Planning Phase	\$50,000	Capital	LW	0.00
P5-16	TRI Sheriff Substation Phase 1 of 2	PAR/ER/Design/Begin Construct SO Substation retrofit at SC TRI Complex	\$450,000	Capital/Grant	TRI	0.23
P5-17	SMAC Elevator Phase 1 of 2	Design Phase	\$125,000	Capital	VC	0.11
P5-18	SMAC Seismic Phase 1 of 2	Design Phase	\$18,500	Capital	VC	0.00
P5-20.1	SC Complex Restrooms Phase 2 of 2	Construction Phase Retrofit current single stall to Public restrooms	\$225,000	Capital	TRI	0.11
P5-28	Piper's Front Doors	Replace Front Doors	\$50,000	Capital/Grant	VC	0.00
P5-30	Swimming Pool Rehab Phase 1 of 2	Design Phase	\$1,000,000	Capital	VC	0.50
P5-31	IT Expansion Phase 1 of 2	Design Phase	\$100,000	Capital	VC	0.11
P5-31.1	IT Expansion Phase 2 of 2	Construction Phase	\$900,000	Capital	VC	0.50
P5-32	Countywide Security	Cameras and Key Fobs	\$110,000	Capital	Countywide	0.11
FY25 Projects Total			\$11,878,000			
FY25 ROADS						
R4-43.1	Lousetown Road Rehab Phase 2 of 2	New base/repave Lousetown Rd	\$5,000,000	Roads	VCH	2.60
R4-44.1	Traffic Signal Milan/Electric Phase 2 of 2	Construction/SC 15% cost, Tesla 85%	\$1,850,000	Capital	TRI	1.30
R4-45.1	Six Mile Turnaround Phase 2	Construction Phase/Work with Lyon Co	\$300,000	Roads	6 Mile	0.20
R5-40	Countywide Road Projects	Road rehabilitation per DOWL CIP (CIP should be complete soon)	\$2,000,000	Infra/Roads	County	1.00

Storey County Capital Improvement Plan - *DRAFT*

Project ID	Short Name	Description <i>*See respective FY Addendum tabs for more detailed info.</i>	Estimated Total Project Cost	County Fund	Project Location	FTE
R5-43	LW Flood Mitigation Phase 1 of 2	Implement LW Flood Mitigation Study Alt. #3 Rank #2	\$25,000	Roads	LW	0.00
R5-45	Six Mile Flood Mitigation Phase 1 of 2	Implement Six Mile drainage study - culverts	\$170,000	Capital/Roads	VC/6 Mile	0.11
FY25 Roads Total			\$9,345,000			
FY25 WATER/SEWER						
W5-52	Water Tank Upgrades	Repair/seal water tanks	\$85,000	Infrastructure	VC	0.00
W5-55	VCH Fire Water Cistern Phase 1 of 3	Replace (6)/Add (2)	\$200,000	Capital	VCH	0.11
W5-56	Gold Hill Collection System Phase 1 of 2	PAR/ER/Design Phase	\$250,000	Capital/Grant	GH	0.11
W5-57	Lead Siphon Replacement Phase 1 of 5	PAR/ER/Design Phase	\$1,150,000	Capital/Grant	VC	0.50
FY25 Water/Sewer Total			\$1,685,000			
FY25 EQUIPMENT						
E5-61	Short-Frame Plow	Peterbuilt heavy truck plow/sander to replace International	\$350,000	Equipment Acq.	PW	N/A
E5-62	Peterbuilt Dump Truck	To replace current Kenworth	\$475,000	Equipment Acq.	PW	N/A
E5-63	Skippy Tractor	John Deere Skippy loader box grader tractor	\$150,000	Equipment Acq.	PW	N/A
E5-64	Light Plant w. Solar	Portable light plant w. solar array	\$20,000	Equipment Acq.	PW	N/A
E5-65	GMC Water/Sewer	GMC 3/4 ton long-bed gas pickup with shell	\$70,000	Equipment Acq.	PW	N/A
E5-66	GMC Buildings/Grounds	GMC 4-door diesel w. utility bed - needs to pull weight	\$80,000	Equipment Acq.	PW	N/A
E5-68	Staff Vehicle	Replace current vehicle per rotation schedule/anticipated mileage	\$50,000	Equipment Acq.	PW	N/A
E5-69	Compactors	Bomag BT-35 walk-behind soils compactors (2)	\$10,000	Equipment Acq.	PW	N/A
E5-70	Patrol Vehicle Rotation	Per 3-year rotation. Some funds recovered auctioning our replaced vehicle.	\$80,000	Equipment Acq.	SO	N/A
E5-71	Patrol Vehicle Rotation	Per 3-year rotation. Some funds recovered auctioning our replaced vehicle.	\$80,000	Equipment Acq.	SO	N/A
E5-72	Patrol Vehicle Rotation	Per 3-year rotation. Some funds recovered auctioning our replaced vehicle.	\$80,000	Equipment Acq.	SO	N/A
E5-73	Patrol Vehicle Rotation	Per 3-year rotation. Some funds recovered auctioning our replaced vehicle.	\$80,000	Equipment Acq.	SO	N/A
E5-74	Tesla	Part of GSA with Tesla	\$88,000	Equipment Acq.	SO	N/A
E5-75	RAM 5500 crew-cab utility	To replace Street Sweeper	\$125,000	Equipment Acq.	PW	N/A
E5-76	RAM 5500 crew-cab utility	To replace Street Sweeper	\$125,000	Equipment Acq.	PW	N/A
E5-77	PW Admin SUV	4-door	\$45,000	Equipment Acq.	PW	N/A
E5-78	ATV Snow Blower	ATV mounted 2-stage snow blower	\$6,000	Equipment Acq.	PW	N/A
E5-79	Skid Steer Snowblower	Will attach to Skid Steer	\$9,000	Equipment Acq.	PW	N/A
E5-80	125' Boom Lift	For IT and PW	\$275,000	Equipment Acq.	IT/PW	N/A

Storey County Capital Improvement Plan - *DRAFT*

Project ID	Short Name	Description <i>*See respective FY Addendum tabs for more detailed info.</i>	Estimated Total Project Cost	County Fund	Project Location	FTE
E5-81	Pickup	Com Dev Code Enforcer Vehicle	\$50,000	Equipment Acqu.	ComDev	N/A
FY25 Equipment Total			\$2,248,000			
FY25 STUDIES/PLANS						
S5-90	TRI Drainage Study	Drainage needs for TRI on County-owned roads and parcels	\$120,000	Planning	TRI	0.11
S5-91	Fairgrounds Traffic Study	Evaluate traffic control needs for upgraded Fairgrounds	\$150,000	Capital	VC	0.11
FY25 Studies/Plans Total			\$270,000			
FY25 TOTAL			\$25,426,000			



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action to acknowledge that the \$250,000.00 liability owed by the Nevada Commission for the Reconstruction of the V & T Railway, a body corporate and politic of the State of Nevada, to the County of Storey, a political subdivision of the State of Nevada, which was created in the V&T Interlocal Agreement of 2010 was eliminated in the superseding V&T Interlocal Agreement of 2020, and to direct staff to remove the liability in the appropriate accounting records.
- **Recommended motion:** I [county commissioner] move to acknowledge that the \$250,000.00 liability owed by the Nevada Commission for the Reconstruction of the V & T Railway, a body corporate and politic of the State of Nevada, to the County of Storey, a political subdivision of the State of Nevada, which was created in the V&T Interlocal Agreement of 2010 was eliminated in the superseding V&T Interlocal Agreement of 2020, and direct staff to remove the liability in the appropriate accounting records.
- **Prepared by:** Anne Langer

Department: District Attorney

Contact Number: (775) 847-0964

- **Staff Summary:** On May 20, 2010, the Nevada Commission for the Reconstruction of the V & T Railway, a body corporate and politic of the State of Nevada (Commission), and the County of Storey, a political subdivision of the State of Nevada (County) entered into an interlocal agreement. See attached May 20, 2010 Interlocal Agreement. Part of that interlocal agreement included an acknowledgement of a one time grant from the Commission to the County in the amount of \$250,000.00, to match Storey County's identical amount for the purchase of the old freight depot in Virginia City. On August 29, 2019, ownership of the old freight depot was recorded as transferred to Storey County by way of a recorded deed. See Attached. Thereafter on May 19, 2020, the Commission and the County entered into a new interlocal agreement which specifically states that the May 19, 2010 agreement is superseded by the May 20, 2020 agreement. See attached May 19, 2020, Interlocal Agreement. The \$250,000.00 obligation contained in May 10, 2010 was not carried over and thereby eliminated in the May 19, 2020 Interlocal Agreement.
- **Supporting Materials:** See Attachments

- **Fiscal Impact:** None on local government.

- **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

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement ("Agreement") is entered into by and between the Nevada Commission for the Reconstruction of the V&T Railway ("Commission") and the Board of County Commissioners of Storey County, Nevada ("Storey County") on this 24th day of May, 2010, notwithstanding a later date of execution of this Agreement.

WITNESSETH

WHEREAS, Storey County is a duly created County of the State of Nevada which is authorized and empowered by Chapters 244 and 277 NRS to enter into an interlocal cooperative agreement with another public entity; and

WHEREAS, the Commission, duly created by Chapter 566 Statutes of Nevada, 1993, is authorized and empowered to do all things necessary to establish and maintain a railway which as closely as possible reconstructs the historic Virginia & Truckee Railroad; and

WHEREAS, the Commission and Storey County may contract with each other pursuant to the provisions of NRS 277.180 to perform any activity or undertaking which either entity is authorized by law to perform; and

WHEREAS, NRS 277.057 authorizes public entities such as the Commission and Storey County to enter into cooperative agreements for the preservation, protection, restoration and enhancement of unique and irreplaceable sites of historical significance. Both the Commission and Storey County have determined that the reconstruction of the V&T Railway between Carson City and Virginia City is unique, irreplaceable and is historically significant; and

WHEREAS, by Ordinance 144 adopted by Storey County in 1995, Storey County imposed an additional tax upon retailers in Storey County at the rate of 1/4 of 1 percent of the gross receipts of any retailer from the sales of tangible personal property sold at retail in Storey County on or after 1 January 1996 for the sole purpose of contributing Storey County's share of the costs of the reconstruction of the railroad. After an affirmative vote of a majority of voters of Storey County, Storey County implemented the additional tax for a period of 15 years; the current additional 1/4 of 1 percent sales tax will "sunset" or expire as of 1 January 2011 unless renewed by the electorate of Storey County; and

WHEREAS, the Commission and Storey County have enjoyed, and continue to enjoy, a close "partnership" in the railroad reconstruction efforts. The Commission has been able to reconstruct the railroad from Gold Hill to the outskirts of Carson City, however, the Commission has not undertaken any construction of improvements of the railroad from its current terminus to the old freight depot and adjoining parcel; the depot and parcel located within Virginia City and known as 104 and 136 North E Street; Storey County APNs 01-096-01 and 01-096-02; and

WHEREAS, Storey County has undertaken feasibility studies to determine the necessary improvements required to extend the railroad from its existing terminus to the former freight depot of the Virginia & Truckee Railroad located within Virginia City; and

WHEREAS, the Commission and Storey County agree that reconstruction of the railroad within Virginia City is a valued and valuable extension of the Commission's reconstruction efforts; and

WHEREAS, on 11 January 2010 the Commission approved two requests made by Storey County; the first of such requests was to approve of a one-time grant of \$250,000 to match Storey County's identical amount for the purchase of the old freight depot in Virginia City. The Commission also approved a request from Storey County to return to Storey County any of the funds collected by the Commission from the 1/4 of 1 percent additional sales tax imposed by Storey County Ordinance No. 144 for the balance of calendar year 2010; and

WHEREAS, Storey County will present a question to the Storey County electorate on the November 2010 ballot to extend the 1/4 of 1 percent sales tax for the purpose of reconstruction and maintenance of the railroad; specifically, for the reconstruction of the railroad through Tunnel No. 6 and to the old freight depot and adjoining parcel in Virginia City. *

NOW THEREFORE, for and in consideration of the above-stated recitals, each and every of which is incorporated into the parties' Interlocal Cooperative Agreement, and the mutual covenants, conditions and promises contained in this Agreement, the Commission and Storey County agree as follows:

AGREEMENT

1. The Commission and Storey County agree that the "refund" of collected Storey County sales' taxes collected by the Commission pursuant to the requirements of Storey County Ordinance 144 shall continue to be refunded to Storey County for calendar year 2010.

2. The Commission and Storey County agree that should the Storey County electorate pass an extension of the 1/4 of 1 percent sales to be used solely for the reconstruction and maintenance of the Virginia & Truckee Railway, the Commission will continue to refund to Storey County, on a monthly basis, such sales taxes as are collected by the Commission under any renewed or extended sales tax ordinance for the entire length of time that such additional 1/4 of 1 percent sales tax is approved by the Storey County electorate. Storey County agrees, subject to the terms and conditions of this Agreement, to apply the refunded sales tax money to the reconstruction and maintenance of the railroad.

3. The Commission and Storey County agree that, at the time of the approval of this Agreement, the Commission has contracted for train operations between Carson City and Virginia City. While the Commission and Storey County both believe that the revenues generated from ticket

sales will pay for the cost of operation and track maintenance, the Commission and Storey County recognize that in any month's period the ticket sales revenue may not be sufficient to cover all of the operating costs incurred by the Commission.

The Commission and Storey County agree that for any month of the term of this Agreement, where ticket sales revenues are insufficient to maintain the Commission's train operations or track maintenance expenses, the Commission may withhold, for the purposes of payment of the costs of train operations and track maintenance, a portion or all of that month's sales tax revenues received from the 1/4 of 1 percent sales tax imposed by Storey County.

4. The Commission shall provide written notice to Storey County that all or a portion of a month's sales tax revenues must be retained for the purposes of payment of the costs of train operations and track maintenance as soon as practicable after it learns of a shortfall in ticket sales revenue.

5. To the fullest extent of Chapter 41 NRS, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, lawsuits, and expenses, including but not limited to reasonable attorney's fees and costs, caused by any negligence, error, omissions, recklessness or intentional misconduct of any party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of contractual duties by the party seeking indemnification (Indemnified Party), and its service upon the other party (Indemnifying Party) with written notice of the actual or pending claim within thirty days of Indemnified Party's notice of actual or pending claim or cause of action. The Indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the Indemnified Party due to said party exercising its right to participate with its legal counsel.

6. The parties do not waive and intend to assert available liability limitations in all cases as set forth in Chapter 41 NRS. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been identified for payment under this Agreement for each month.

7. This Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the State of Nevada.

8. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

9. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present

to the other party, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are kept.

10. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or, except as provided herein, otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.

11. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of other party.

12. This Agreement shall not become effective unless and until approved by the appropriate official action of the Commission and Storey County.

13. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the rights, duties, obligations and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Agreement on the date(s) set forth below.

Dated: May ____, 2010

Storey County, Nevada Board of
County Commissioners

By: _____

Chairman

Approved as to form and content:

HAROLD SWAFFORD,

Storey County District Attorney

Dated: May 20th, 2010

Nevada Commission for the Reconstruction of
the Virginia & Truckee Railway

By: _____

DWIGHT MILLARD, Chairman

MICHAEL SMILEY ROWE,

General Counsel for the Nevada
Commission for the Reconstruction of
the & Truckee Railway

V & T INTERLOCAL AGREEMENT

This Agreement is entered into as of the date of the last signature affixed hereto and is by and between the County of Storey, (County) a political subdivision of the State of Nevada, and the Nevada Commission for the Reconstruction of the V & T Railway (Commission), a body corporate and politic of the State of Nevada.

BACKGROUND

The Commission was created by an Act passed in the 1993 Nevada Legislative Session. See Chapter 566, 1993 Stats. of Nev. pg. 2326. Initially the commission was known as the Tricounty Railway Commission and consisted of members from Carson City, Storey County and Lyon County. In the Legislative Session of 2001, the Commission was given its present name and expanded to include members from Douglas County and Washoe County. See Chapter 42, 2001 Stats. of Nev. pg. 400. In the Legislative session of 2017, the makeup of the Commission was again amended to reduce the number of commissioners and its jurisdiction was reduced to Carson City and Storey County. See Chapter 62, 2017 Stats. of Nev. pg. 239. The purpose of reducing the size of the Commission was to increase the effectiveness of the Commission, reduce the costs of the Commission and to limit the representatives on the Commission to those with a substantial interest in the successful operation of the historic V & T Railroad.

The Commission has the authority to enter into an agreement with the Board of County Commissioners of Storey County to create a fund for the Commission and to pay all claims against the fund that are properly approved by the Commission. 1993 Stats of Nev., chapter 566 , section 8(2). It also has the authority to take such actions necessary to accomplish the purposes of the act creating the Commission. Further, pursuant to NRS Chapter 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform. By this Agreement the parties desire to establish a process for handling the finances and budgets of the Commission through the use of the services of the Storey County Treasurer with assistance from the Storey County Comptroller to provide accounting services. Accordingly, the parties hereto agree as follows:

1. **Budget Preparation.** Each year, the Storey County Comptroller shall prepare tentative and final budgets with the assistance of the Executive Director in accordance with the Local Government Budget and Finance Act (NRS 354.470 – 354.626, inclusive) on behalf of the Commission, subject to the approval of the Commission.
2. **Budget Augmentation.** The Storey County Comptroller shall also prepare the Nevada Department of Taxation documentation necessary for budget augmentations which are approved by the Commission.

3. **Comptroller Processing of Bills.** Bills to pay the expenses of the Commission will be first submitted to the Commission. Bills approved for payment must be delivered to the Storey County Comptroller for processing and for the issuance of vouchers. Vouchers prepared by the Comptroller shall be delivered to the Storey County Treasurer for payment. Processing of payables will follow Storey County policies and established processes.
4. **Creation of Fund.** The Commission shall approve by resolution, the creation of an Enterprise fund to be known as the V & T Railway Fund. It is agreed that this fund shall be under the control of the Storey County Comptroller.
5. **Location of Account.** The account containing the V & T Railway Fund shall be maintained at the Wells Fargo Bank. All balances in other accounts maintained by or on behalf of the Commission shall be consolidated into the V & T Railway Fund account.
6. **Deposits into the V & T Railway Fund.** There shall be deposited into the V & T Railway Fund the revenues from the operation of the Railway, funds appropriated by either Carson City or Storey County for the benefit of the operations of the Railway, funds generated through the sale of license plates pursuant to NRS 482.37945, grants received, and donations received.
7. **Use of Revenues from License Plate Sales.** To the extent that funds are received from the sales of license plates pursuant to NRS 482.37945, they must only be used for the reconstruction, maintenance, improvement and promotion of the Virginia & Truckee Railroad. Commission will advise the Department of Motor Vehicles that revenues from the sale of license plates should now be directed to the Storey County Treasurer for deposit in the Fund authorized by 1993 Stats. of Nev. chapter 42 section 8(2).
8. **Reimbursement of Storey County.** Approved vouchers for the payment of Commission expenses will be forwarded to the Storey County Comptroller who will audit and authorize payment of approved vouchers from Storey County funds by the Storey County Treasurer. County will be reimbursed for its expenditures from the V & T Railway Fund. The Storey County Treasurer and Comptroller will have signing authority over the V & T Railway Fund and need not await the approval of the reimbursement for the payment of vouchers authorizing the payment of bills which have been approved by the Commission.
9. **Records.** Storey County will maintain complete accounting records for the Commission, which records will be public records available for inspection by the Commission, Carson City, the independent auditor and the public. Commission will endeavor to obtain all existing accounting records and turn them over to the Storey County Comptroller.
10. **Reports.** The Storey County Comptroller will prepare timely monthly, quarterly and annual accounting reports and perform or prepare analyses and special reports as requested by the Commission.
11. **Accounting.** In addition to the other duties provided above, the Storey County Comptroller and Treasurer shall reconcile the account containing the V & T Railway

Fund, balance the check book for the fund against the bank statements produced and provide for the proper account classifications for voucher payments.

12. **Payment for Services of County.** County is entitled to have the costs incurred in handling the financial and budgeting matters for Commission paid to County. These costs include a portion of the salaries, wages and benefit costs incurred by County in providing the services. County will submit invoices for the cost of the services provided to Commission for approval. Commission shall promptly review each invoice on a monthly basis, and process each invoice as the Commission processes other monthly invoices. For the first 24 months of this agreement, the County and Commission on an hourly basis will share an administrative assistant, accountant, or like position to perform accounting, bookkeeping, and other administrative functions of the Commission as specified in this Agreement. The subject position will be equivalent to that of an Administrative Assistant II in the Storey County Classification Plan. All merit increases, promotions, transfers, overtime, incentive pay, differential, etc. will be administered in accordance with Storey County policies and/or the applicable collective bargaining agreement. Written timesheets shall reflect the hours spent on Commission work by the staff of the Comptroller's office. Following this 24-month period the County and Commission will share the cost of this like position on a 50/50 basis.
13. **Status of Interlocal Contract with Carson City.** The Commission and Carson City entered into an Interlocal Contract on the 31st day of August, 2005, by which the Carson City Finance Department would provide financial services on behalf of the Commission. That Agreement is superseded by this Agreement as Storey County will now be providing the financial and budgeting services.
14. **Storey County Quarter Cent Sales Tax.** Storey County voters approved a ballot measure in 2010 (ST-1) extending the 1/4 of 1 cent sales tax upon retailers in Storey County for a period of 30 years. In 2010 the Commission and Storey County agreed that if the Storey County voters approved the ballot measure, that the Commission would refund to Storey County on a monthly basis sales taxes as are collected by the Commission under any renewed or extended sales tax ordinance for the entire length of time that such additional 1/4 of 1 percent sales tax is approved by the Storey County electorate. That obligation continues. Storey County will annually attribute ~~\$125,000.00~~ \$250,000 from the proceeds of the tax in the V & T Railway Fund for the operation and maintenance of the railroad within Storey County. These funds are subject to being utilized by the Commission in preparing its annual budget. In any year in which proceeds from ticket sales and the annual amount provided above are insufficient to cover the costs

of the train operation and track maintenance of the railroad, or, in an emergency situation, the V & T Commission may request that additional tax revenues be allocated to cover those expenses.

15. The Agreement between Storey County and the Commission dated May 20, 2010 is superseded by this Agreement.
16. **Termination.** Either party may terminate this Agreement for any reason or even for no reason at all upon giving 60 days notice to the other party of the termination. Notice shall be in writing and mailed by certified mail, return receipt requested to:

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

Nevada Commission for the Restoration of the V & T Railway
Post Office Box 1711
Carson City, NV 89702-1711

Upon termination of this Agreement, the Storey County Treasurer will turn over control of the account containing the V & T Railway Fund to the Commission. The Storey County Comptroller will turn over all financial and budgeting records to the Commission.

17. **Limitation of Liability.** The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach by a party shall never exceed the amount of funds which have been identified for payment under the Agreement for each month.
18. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
19. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
20. **Status of Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or except as provided herein, otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.
21. **Assignment/Delegation.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

22. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
23. **No Interpretation Against Drafter.** Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.
24. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
25. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement of the parties and is intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
26. **Third-Party Beneficiaries.** Unless otherwise specifically provided herein, nothing in this Agreement shall be construed to create any third party beneficiaries.
27. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile signatures.

IN WITNESS WHEREOF, the above-named parties have set their hands and executed this Agreement on the date(s) set forth below.

(Dates and Signatures appear on next page.)

Dated this 19 day of May, 2020.

Board of County Commissioners of Storey County

By: Marshal McBride
Marshal McBride, Chairman

Attest:

Vanessa Stephens Storey County Clerk
Dated this 19 day of May, 2020

Vanessa Stephens
Vanessa Stephens, Storey County Clerk/Treasurer

Dated this 22 day of July, 2020.

Nevada Commission for the Reconstruction of the V & T Railway

By Stan Jones
Stan Jones, Chairman

Attest:

Commission Secretary

Doc #: 130304

08/29/2019 01:13 PM Page: 1 of 5

OFFICIAL RECORD

Requested By: TICOR TITLE - CC (NVT)

Storey County, NV
Marney Hansen Martinez, Recorder

Fee: \$0.00 RPTT: \$0.00

Recorded By: rmartinoni

WHEN RECORDED MAIL TO:

County of Storey, a political subdivision of the State of Nevada

P. O. Box 176

Virginia City, NV 89440

MAIL TAX STATEMENTS TO:

Same As Above

Escrow No. 1904609-DKD

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.

(Pursuant to NRS 239b.030)

SIGNED IN COUNTERPART

APN No.: 001-088-03, 001-096-01, 001-096-02
R.P.T.T. \$0.00

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Terry A Ward, a single man as to Parcel 1 and David Pierce Powell, Trustee of the David Pierce Powell Revocable Living Trust as to Parcels 2 and 3

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to County of Storey, a political subdivision of the State of Nevada

all that real property situated in the County of Storey, State of Nevada, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The David Pierce Powell Revocable Living
Trust

D. Pierce Powell
David Pierce Powell, Trustee

SIGNED IN COUNTERPART

Terry A Ward

STATE OF NEVADA
COUNTY OF CARSON CITY

} ss:

This instrument was acknowledged before me on , 8.23.19
by Terry A Ward and David Pierce Powell, Trustee

[Signature]
NOTARY PUBLIC



The David Pierce Powell Revocable Living
Trust

David Pierce Powell, Trustee

Terry A Ward

SIGNED IN COUNTERPART

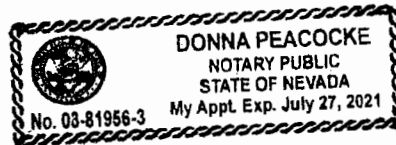
STATE OF NEVADA
COUNTY OF CARSON CITY

} ss:

This instrument was acknowledged before me on ,
by Terry A Ward and David Pierce Powell, Trustee

08-28-2019

Donna Peacocke
NOTARY PUBLIC



Escrow No. 1904609-DKD

**EXHIBIT A
LEGAL DESCRIPTION**

All that certain real property situate in the County of Storey, State of Nevada, described as follows:

THE SURFACE RIGHTS ONLY IN AND TO:

PARCEL 1

Lot 13 in Block 67, Range D, as shown on the Official Map of Virginia City, filed June 6, 1865 in the office of the County Recorder of Storey County, State of Nevada.

Excepting therefrom any portion of the herein described lands lying within the existing public right of way for roads and appurtenances thereto.

APN: 001-096-01

PARCEL 2

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Block 67, Range D as shown on the official map of Virginia City, filed June 6, 1985 in the office of the County Recorder of Storey County, State of Nevada.

EXCEPTING THEREFROM any portion of the herein described lands lying within the existing public right-of-way for roads and appurtenances thereto. -

APN: 001-096-02

PARCEL 3

Lots 1 through 9A, inclusive in Block 86, Range D, as shown on the Official Map of Virginia City, filed June 6, 1865 in the office of the County Recorder of Storey County, State of Nevada.

Reference is further made to lot 9A as set for on Record of Survey map recorded in the Office of the Storey County Recorder, State of Nevada.

Excepting therefrom any portion of the herein described lands lying within the existing public right of way for roads and appurtenances thereto.

APN: 001-088-03

STATE OF NEVADA DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a. 001-088-03
 b. 001-096-01
 c. 001-096-02
 d. _____

2. Type of Property:

- a. ☒ Vacant Land b. ☐ Single Fam. Res.
 c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
 e. ☐ Apt. Bldg f. ☒ Comm'l/Ind'l
 g. ☐ Agricultural h. ☐ Mobile Home
 i. Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property:

\$ 695,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

\$ _____

c. Transfer Tax Value

\$ 695,000.00

d. Real Property Transfer Tax Due:

\$ 0.004. If Exemption Claimeda. Transfer Tax Exemption, per NRS 375.090, Section #2b. Explain Reason for Exemption: DEEDING TO STOREY COUNTY, GOVERNMENT ENTITY, WITHOUT CONSIDERATION5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Terry A Ward and David Pierce
Powell, TrusteeAddress: PO Box 115
City: Silver City
State: NM Zip: 89429

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: County of Storey, a political
subdivision of the State of NevadaAddress: P. O. Box 176
City: Virginia City
State: NM Zip: 89440

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Ticor Title of Nevada, Inc.

Escrow No.: 01904609-010-DKD

Address: 307 W. Winnie Lane Suite #1

City, State, Zip: Carson City, NV 89703

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 3/19/2024 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 On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada.
- **Recommended motion:** I (insert name) motion to approve the First Reading On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada.
- **Prepared by:** Dore Nevin

Department: Sheriff

Contact Number: 775-847-0959

- **Staff Summary:** First Reading On-Sale/Off-Sale Liquor License. The applicant is Arturo Valadez, Bonanza Cantina located at 27 North C Street, Virginia City, Nevada.
- **Supporting Materials:** No Attachments
- **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: 3/19/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration for an additional expenditure of approximately \$885,490.52 for the Lockwood Senior Center Rebuild Project, due to the cost of inflation for goods and services since the initial estimate in January 2023.
- **Recommended motion:** Discussion only, no possible action.
- **Prepared by:** Honey Coughlin

Department: Business Development

Contact Number: 7755463183

- **Staff Summary:** The January 26, 2023, estimated cost for the Lockwood Senior Center Rebuild project was \$4,759,226.80 (\$559.51 per sf). The new cost estimate as of March 8, 2024, is \$5,644,717.32 (\$663.62 sf). There was a significant delay to this project due to the issues we had with gaining access to HUD's portals and online databases and the lack of communication and assistance from our HUD representative, which held up the approval of our application.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**Storey County Lockwood Senior Center
B-23-CP-NV-1068**

Estimated Total Project Cost:

\$4,759,227.00

Federal CPF Grant Award:

\$2,500,000.00

State NDA Grant Award:

\$200,000.00

Storey County Match:

\$2,059,227.00

Category	Cost Estimate	Federal Share/ CPF Grant Award	Federal Share Percentage	Cash Match/ Non-Federal Share	Cash Match Percentage
Design & Engineering (10%)	\$ 432,656.98	\$ -	0.00%	\$ 432,656.98	100.00%
General Conditions (12 months)	\$ 405,000.00	\$ -	0.00%	\$ 405,000.00	100.00%
Insurance and Bonds (3% of construction)	\$ 112,514.82	\$ -	0.00%	\$ 112,514.82	100.00%
Overhead and Profit	\$ 463,561.05	\$ -	0.00%	\$ 463,561.05	100.00%
Architectural: demolition, metal stud framing, walls, doors, windows, roof hatch & system, flooring, paint	\$ 768,212.95	\$ 768,212.95	100.00%	\$ -	0.00%
Civil: paving, water & sewer, storm drainage, sidewalk, aggregate base, retaining wall, painting	\$ 750,600.00	\$ 750,600.00	100.00%	\$ -	0.00%
Structural: concrete, CMU walls, steel, aggregate base under slab	\$ 820,600.00	\$ 820,600.00	100.00%	\$ -	0.00%
Mechanical/Plumbing Construction	\$ 500,819.00	\$ 160,587.05	32.06%	\$ 340,231.95	67.94%
Electrical/Telecom Construction	\$ 305,262.20	\$ -	0.00%	\$ 305,262.20	100.00%
Food Pantry Architectural, Civil, Structural, Mechanical, Electrical Construction	\$ 200,000.00	\$ -	0.00%	\$ -	0.00%
Totals	\$ 4,759,227.00	\$ 2,500,000.00		\$ 2,059,227.00	

Storey County

Lockwood Community Center

1/26/23

Opinion of Probable Cost - Design Development Submittal

		Quantity	Unit	Cost/Unit	Line Total	Subtotals
Architectural	Demolition	1	LS	\$40,000.00	40,000.00	
	Metal Stud Framing	12,978	SF	\$10.00	129,780.00	
	Gypsum Board installation, tape & texture	15,269	SF	\$3.50	53,441.50	
	Interior Paint	15,269	SF	\$2.00	30,538.00	
	Resilient Base	1,473	LF	\$2.25	3,314.25	
	Sealed Concrete	2,461	SF	\$5.00	12,305.00	
	Carpet Tile	865	SF	\$11.00	9,515.00	
	Luxury Vinyl Tile	3,722	SF	\$16.00	59,552.00	
	Ceramic Tile	1,357	SF	\$18.50	25,104.50	
	Transition Strips	13	EA	\$50.00	650.00	
	Acoustic Tile Ceiling	3,000	SF	\$11.00	33,000.00	
	Hard Lid Ceiling	790	SF	\$15.00	11,850.00	
	Batt Insulation	12,978	SF	\$1.00	12,978.00	
	Rigid Insulation	5,781	SF	\$1.50	8,671.50	
	Composite Wall Panels	858	SF	\$18.00	15,444.00	
	PVC Roofing System	8,088	SF	\$9.65	78,049.20	
	Roof Hatch	1	LS	\$5,000.00	5,000.00	
	Door Hardware	32	EA	\$1,100.00	35,200.00	
	Hollow Metal Frames - Single Doors	26	EA	\$900.00	23,400.00	
	Hollow Metal Frames - Double Doors	3	EA	\$1,100.00	3,300.00	
	Hollow Metal Doors	12	EA	\$900.00	10,800.00	
	Flush Wood Doors	20	EA	\$1,100.00	22,000.00	
	Coiling Doors	3	EA	\$8,000.00	24,000.00	
	Storefront Window Systems	11	EA	\$5,500.00	60,500.00	
	Storefront Doors	5	EA	\$1,500.00	7,500.00	
	Automatic Sliding Doors	2	EA	\$5,500.00	11,000.00	
	Access Doors and Frames	2	EA	\$200.00	400.00	
	Signage	1	LS	\$6,000.00	6,000.00	
	Toilet Compartments	3	EA	\$1,000.00	3,000.00	
	Washroom Accessories	1	LS	\$12,000.00	12,000.00	
	Casework Upper Cabinets	21	LF	\$400.00	8,400.00	
	Casework Base Cabinets	19	LF	\$600.00	11,400.00	
	Casework Countertop	21	LF	\$200.00	4,200.00	
	Caulk and Sealants	1	LS	\$4,000.00	4,000.00	
	FRP	1	LS	\$2,000.00	2,000.00	
	Wall and Door Protection	1	LS	\$3,000.00	3,000.00	
	Fire Extinguishers and Cabinets	2	EA	\$510.00	1,020.00	
	Roller Window Shades	14	EA	\$100.00	1,400.00	
	Maintenance Yard Gate	1	LS	\$8,000.00	8,000.00	
	Final Cleaning	1	LS	\$2,500.00	2,500.00	
	Fire Stopping	1	LS	\$4,000.00	4,000.00	
	Miscellaneous Architectural	1	LS	\$10,000.00	10,000.00	
Subtotal Architectural						\$808,212.95
Civil	(see attached cost estimate from Lumos)					
	Civil	1	LS	790,600.00	790,600.00	
Subtotal Civil						\$790,600.00
Structural	(see attached cost estimate from Lumos)					
	Structural	1	LS	860,600.00	860,600.00	
Subtotal Structural						\$860,600.00
Mechanical / Plumbing	(see attached cost estimate from AAME)					
	Mechanical	1	LS	540,819.00	540,819.00	
Subtotal Mechanical						\$540,819.00
Electrical / Telecom	(see attached cost estimate from PK Electrical)					
	Electrical	1	LS	\$345,262.00	345,262.00	

Subtotal Electrical **\$345,262.00**

Subtotal **\$3,345,493.95**

General Requirements

General Conditions	9	MO	\$45,000.00	405,000.00	
<i>Contractor Costs</i>				Subtotal Division 1	\$405,000.00

Subtotal **\$3,750,493.95**

Insurance and Bonds	3.0%	of construction		\$112,514.82
---------------------	------	-----------------	--	--------------

Subtotal **\$3,863,008.77**

Overhead and Profit <i>Contractor</i>	12.0%	of construction		\$463,561.05
---------------------------------------	-------	-----------------	--	--------------

Subtotal **\$4,326,569.82**

Design Contingency	10.0%			\$432,656.98
--------------------	-------	--	--	--------------

Total Opinion of Probable Cost **\$4,759,226.80 ***

Cost per square foot	Project square footage	8,506	\$559.51
----------------------	------------------------	-------	-----------------

Additive and Deductive Alternates

Architectural	(see attached cost estimate from PCA)		
Deduct Early Childhood Education Space	1	LS	(472,889.05)

Civil	(see attached cost estimate from Lumos)		
Add Alternate 1	1	LS	67,450.00
Deductive Alternate	1	LS	(5,475.00)

Electrical / Telecom	(see attached cost estimate from PK Electrical)		
Add Alternates	1	LS	\$120,691.70

This "opinion of probable cost" for construction costs and project costs is the design team's best judgement as professionals generally familiar with this project type and construction type. The design team has no control over market conditions and does not guarantee that estimates, proposals, bids, or actual construction costs will not vary from this "opinion of probable cost" estimate.

* For reference, the SD submittal cost estimate total was \$5,293,851.12.

Lockwood Community Center
Design Development
Opinion of Probable Construction Cost



LUMOS & ASSOC. INC. 101119.005

Date: 01/26/22

BASE BID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	Demolition*	1	LS	\$ 50,000.00	\$ 50,000.00
3	Earthwork - Import Material	4000	CY	\$ 5.00	\$ 20,000.00
4	Install Curb w/ Type 2 Aggregate Base	845	LF	\$ 30.00	\$ 25,350.00
5	Install Asphalt Concrete Pavement w/ Type 2 Aggregate Base	11,520	SF	\$ 16.00	\$ 184,320.00
6	Install P.C.C. Sidewalk w/ Type 2 Aggregate Base	2,500	SF	\$ 15.00	\$ 37,500.00
7	Install Chain Link Fence (6' Height)	380	LF	\$ 75.00	\$ 28,500.00
8	Cast in Place Retaining Wall	22	CY	\$ 1,200.00	\$ 26,400.00
9	Install 48" Storm Drain Manhole	1	EA	\$ 15,000.00	\$ 15,000.00
10	Install Type 4R Storm Drain Catch Basin	1	EA	\$ 5,000.00	\$ 5,000.00
11	Install 12" PVC Storm Drain Pipe	40	LF	\$ 260.00	\$ 10,400.00
12	Install 18" PVC Storm Drain Pipe	185	LF	\$ 360.00	\$ 66,600.00
13	Install Pavement Markings	510	LF	\$ 2.00	\$ 1,020.00
14	Install Handicap Parking Stall Symbol (Paint) & Signs	1	LS	\$ 6,000.00	\$ 6,000.00
15	Install 8" SDR-35 PVC Sanitary Sewer Main	205	LF	\$ 280.00	\$ 57,400.00
16	Install 48" Sanitary Sewer Manhole	2	EA	\$ 15,000.00	\$ 30,000.00
17	Install Sanitary Sewer Cleanout	4	EA	\$ 1,000.00	\$ 4,000.00
18	Install 4" SDR-35 PVC Sanitary Sewer Lateral	320	LF	\$ 150.00	\$ 48,000.00
19	Install 2" HDPE Water Service	140	LF	\$ 80.00	\$ 11,200.00
20	Install 6" Ductile Iron Water Line	40	LF	\$ 70.00	\$ 2,800.00
21	Install Fire Hydrant Assembly	1	EA	\$ 7,000.00	\$ 7,000.00
22	Install 18" P.C.C. Headwall	1	LS	\$ 20,000.00	\$ 20,000.00
23	Install 6" to 12" Rip Rap	4,785	SF	\$ 12.00	\$ 57,420.00
24	Install 750 Gallon Grease Interceptor	1	LS	\$ 10,000.00	\$ 10,000.00
25	Install 2" Backflow Preventer	1	LS	\$ 3,000.00	\$ 3,000.00
26	Enclosure for Propane Tank/Trash/Grease Interceptor	1	LS	\$ 10,000.00	\$ 10,000.00
27	Wheel Stops	12	EA	\$ 300.00	\$ 3,600.00
BASE BID TOTAL					\$ 790,600.00

ALTERNATE 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install Curb w/ Type 2 Aggregate Base	275	LF	\$ 30.00	\$ 8,250.00
2	Install Asphalt Concrete Pavement w/ Type 2 Aggregate Base	2,090	SF	\$ 16.00	\$ 33,440.00
3	Install P.C.C. Sidewalk w/ Type 2 Aggregate Base	1,700	SF	\$ 15.00	\$ 25,500.00
4	Install Pavement Markings	130	LF	\$ 2.00	\$ 260.00
ALTERNATE 1 TOTAL					\$ 67,450.00

DEDUCTIVE ALTERNATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install P.C.C. Sidewalk w/ Type 2 Aggregate Base	365	SF	\$ 15.00	\$ 5,475.00
DEDUCTIVE ALTERNATE					\$ 5,475.00

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate. Quantities and items are based on similar projects and specific information was not available at the time of this estimate. Quantities and unit prices are subject/likely to change with updated information. Demolition does not include the building, environmental assessments, testing or remediation.

Lockwood Community Center
Design Development
Opinion of Probable Structural Construction Cost



LUMOS & ASSOC. JN: 10119.005

Date: 01/26/22

BASE BID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Concrete	Cast in Place (includes reinforcing)				
1	Continuous Footings	60	CY	\$ 800.00	\$ 48,000.00
2	Isolated Footings	5	CY	\$ 800.00	\$ 4,000.00
3	Interior Slab on Grade - 4" thickness	8500	SF	\$ 8.00	\$ 68,000.00
4	Exterior Slab on Grade (Utility Area) - 6" thickness	1,600	SF	\$ 10.00	\$ 16,000.00
				Sub Total	\$ 136,000.00
CMU Walls					
1	18' tall - 48"oc Reinforcing	400	SF	\$ 24.00	\$ 9,600.00
2	12' tall - 48"oc Reinforcing	1,000	SF	\$ 24.00	\$ 24,000.00
3	18' tall - 48"oc Reinforcing	6,000	SF	\$ 24.00	\$ 144,000.00
4	21' tall - 32"oc Reinforcing	4,000	SF	\$ 26.00	\$ 104,000.00
5	Exterior Utility/Retaining Wall 16"oc Reinforcing	900	SF	\$ 24.00	\$ 21,600.00
				Sub Total	\$ 303,200.00
Steel (fabricated and installed)					
1	Columns	1,250	LBS	\$ 4.50	\$ 5,625.00
2	Beams	8,000	LBS	\$ 4.50	\$ 36,000.00
3	Bar Joists	8,500	SF	\$ 21.00	\$ 178,500.00
4	Metal Deck (acoustical)	8,500	SF	\$ 13.50	\$ 114,750.00
5	Metal Deck (canopy)	2,600	SF	\$ 12.00	\$ 31,200.00
6	Canopy Support Steel	3,500	LBS	\$ 5.50	\$ 19,250.00
				Sub Total	\$ 385,325.00
Soils					
1	16" Aggregate base under slab	180	CY	\$ 200.00	\$ 36,000.00
				Sub Total	\$ 36,000.00
				BASE BID TOTAL	\$ 860,600.00

Notes:

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

Estimate does not include contractor mark-ups, permits, fees, etc.

Quantities and items are based on similar projects and specific information was not available at the time of this estimate. Quantities and unit prices are subject/likely to change with updated information.

*Demolition does not include the building, environmental assessments, testing or remediation.

AINSWORTH ASSOCIATES

MECHANICAL ENGINEERS

775.329.9100

1420 HOLCOMB AVENUE, SUITE 201
RENO, NEVADA 89502

January 26, 2023

Storey County - Lockwood Community Center

AAME Project No. 2022-038

Prepared By: John Bigda

OPINION OF PROBABLE COST

Sheet 1 of 1

ITEM	DESCRIPTION	QUANTITY	UNIT	MATERIAL	LABOR	COST
Mechanical						
1	Mechanical Roof Top Equipment	4	TOTAL	\$42,000	\$10,000	\$52,000
2	VRF High Wall Units with Condensers	2	LS	\$10,000	\$4,000	\$28,000
3	Exhaust Fans	5	TOTAL	\$5,500	\$3,000	\$8,500
Ductwork Piping						
4	Supply & Return Ductwork	3,000	LB	\$8.80	\$4.50	\$39,900
5	Exhaust Ductwork	900	LB	\$4.50	\$10.00	\$13,050
6	Grease Ductwork	300	LB	\$6.50	\$12.00	\$5,550
7	Condensate Piping	300	LF	\$3.75	\$26.00	\$8,925
8	Refrigerant Piping	250	LF	\$3.75	\$23.00	\$6,688
9	Ductwork Insulation	1500	LF	\$0.99	\$7.29	\$12,420
10	Testing, Balancing, and Commissioning	1	LS	\$10,000	\$30,000	\$40,000
Miscellaneous						
11	Indoor Unit Mounting/Anchorage	5	LS	\$250	\$250	\$2,500
12	Condensing Unit Mounting/Anchorage	2	LS	\$250	\$250	\$1,000
13	Pipe Supports	25	LS	\$750	\$250	\$25,000
14	Kitchen Equipment	1	TOTAL	\$60,000	\$50,000	\$110,000
Subtotal						\$353,533
Plumbing						
15	1/2" Hard Drawn Copper	150	LF	\$3.50	\$24.50	\$4,200
16	3/4" Hard Drawn Copper	550	LF	\$3.75	\$25.00	\$15,813
17	1" Hard Drawn Copper	100	LF	\$4.50	\$27.00	\$3,150
18	Piping Insulation	800	LF	\$0.99	\$8.29	\$7,424
19	Cast Iron Piping Above Grade	500	LF	\$5.00	\$26.00	\$15,500
20	Cast Iron Piping Below Grade	300	LF	\$5.00	\$26.00	\$9,300
21	Propane Piping	250	LF	\$4.00	\$24.00	\$7,000
22	Plumbing Fixtures	17	LS	\$1,200	\$500	\$28,900
23	Testing, Balancing, and Commissioning	1	LS	\$10,000	\$7,000	\$17,000
Miscellaneous						
24	Kitchen Equipment	1	TOTAL	\$3,000	\$25,000	\$28,000
Subtotal						\$136,287
Fire Protection						
22	Wet Sprinkler System	8,500	SQFT	\$4	\$2	\$51,000
Subtotal						\$51,000
					TOTAL	\$540,819



PK Electrical, Inc.
Engineering · Design · Consulting

**Storey County Lockwood Community Center
Schematic Design Cost Estimate**

1/26/2023

Item	Qty	Unit	\$/SF	\$/SF
Cost per S.F. for Elec Systems (Table R260110-18)				
Prime				
Demolition	1	Lump Sum	\$8,500.00	\$8,500.00
Electrical Equipment	1	LI	\$50,000.00	\$50,000.00
Lighting	1	LI	\$47,000.00	\$47,000.00
Devices	1	Lump Sum	\$25,000.00	\$25,000.00
Equipment Connections	1	Lump Sum	\$8,000.00	\$8,000.00
Basic Materials	7685	SF	\$10.70	\$82,229.50
Fire Alarm & Detection	7685	SF	\$2.35	\$18,059.75
Internet	7685	SF	\$4.19	\$32,200.15
Inverter (Lighting Only)	1	LI	\$30,000.00	\$30,000.00
Job Subtotal Costs (Prime Cost)			\$345,262.20	
Alternates				
Access Controls	7685	SF	2.14	\$16,445.90
Video Monitoring	7685	SF	2.68	\$20,595.80
Inverter (Lighting & Kitchen) <i>40 minute package</i>	1	LI	83650	\$83,650.00
Job Subtotal Costs (Alternate Cost)			\$120,691.70	
Total Estimated Probable Cost			\$465,953.90	

Storey County

3/8/24

Lockwood Community Center

Opinion of Probable Cost - 100% Construction Documents - Revised March 8, 2024

		Quantity	Unit	Cost/Unit	Line Total	Subtotals
Architectural	Demolition	1	LS	\$40,000.00	40,000.00	
	Metal Stud Framing	11,917	SF	\$10.00	119,170.00	
	Gypsum Board installation, tape & texture	13,973	SF	\$3.50	48,905.50	
	Interior Paint	13,973	SF	\$2.00	27,946.00	
	Resilient Base	2,562	LF	\$2.25	5,764.50	
	Sealed Concrete	2,455	SF	\$5.00	12,275.00	
	Carpet Tile and Walk-Off Carpet	934	SF	\$11.00	10,274.00	
	Luxury Vinyl Tile	3,695	SF	\$16.00	59,120.00	
	Ceramic Tile	1,442	SF	\$18.50	26,677.00	
	Transition Strips	13	EA	\$50.00	650.00	
	Acoustic Tile Ceiling	3,130	SF	\$11.00	34,430.00	
	Hard Lid Ceiling	1,014	SF	\$15.00	15,210.00	
	Batt Insulation	11,917	SF	\$1.00	11,917.00	
	Rigid Insulation	6,882	SF	\$1.50	10,323.00	
	Composite Wall Panels	1,339	SF	\$18.00	24,102.00	
	PVC Roofing System	8,088	SF	\$9.65	78,049.20	
	Roof Hatch	1	LS	\$5,000.00	5,000.00	
	Door Hardware	33	EA	\$1,100.00	36,300.00	
	Hollow Metal Frames - Single Doors	24	EA	\$900.00	21,600.00	
	Hollow Metal Frames - Double Doors	2	EA	\$1,100.00	2,200.00	
	Hollow Metal Doors	9	EA	\$900.00	8,100.00	
	Flush Wood Doors	20	EA	\$1,100.00	22,000.00	
	Coiling Doors	3	EA	\$8,000.00	24,000.00	
	Storefront Window Systems	14	EA	\$5,500.00	77,000.00	
	Storefront Doors	6	EA	\$1,500.00	9,000.00	
	Automatic Sliding Doors	2	EA	\$5,500.00	11,000.00	
	Access Doors and Frames	7	EA	\$200.00	1,400.00	
	Signage	1	LS	\$3,000.00	3,000.00	
	Toilet Compartments	3	EA	\$1,000.00	3,000.00	
	Washroom Accessories	1	LS	\$12,000.00	12,000.00	
	Casework Upper Cabinets	21	LF	\$400.00	8,400.00	
	Casework Base Cabinets	26	LF	\$600.00	15,600.00	
	Casework Countertop	26	LF	\$200.00	5,200.00	
	Caulk and Sealants	1	LS	\$4,000.00	4,000.00	
	FRP	1	LS	\$2,000.00	2,000.00	
	Wall and Door Protection	1	LS	\$3,000.00	3,000.00	
	Fire Extinguishers and Cabinets	2	EA	\$510.00	1,020.00	
	Roller Window Shades	16	EA	\$100.00	1,600.00	
	Maintenance Yard Gate	1	LS	\$8,000.00	8,000.00	
	Final Cleaning	1	LS	\$2,500.00	2,500.00	
	Fire Stopping	1	LS	\$4,000.00	4,000.00	
	Kitchen Equipment	1	LS	\$400,000.00	400,000.00	
	Miscellaneous Architectural	1	LS	\$10,000.00	10,000.00	
					Subtotal Architectural	\$1,225,733.20
Civil	(see attached cost estimate from Lumos)					
	Civil	1	LS	868,527.00	868,527.00	
					Subtotal Civil	\$868,527.00
Structural	(see attached cost estimate from Lumos)					
	Structural	1	LS	895,300.00	895,300.00	
					Subtotal Structural	\$895,300.00
Mechanical / Plumbing	(see attached cost estimate from AAME)					
	Mechanical	1	LS	640,175.00	640,175.00	
					Subtotal Mechanical	\$640,175.00

Electrical /						
Telecom	(see attached cost estimate from PK Electrical)					
Electrical		1	LS	\$465,464.07	465,464.07	
Additional Canopy Lighting		1	LS	\$9,600.00	9,600.00	
					Subtotal Electrical	\$475,064.07
Subtotal						\$4,104,799.27
General Requirements						
General Conditions		9	MO	\$45,000.00	405,000.00	
					Subtotal Division 1	\$405,000.00
Subtotal						\$4,509,799.27
Insurance and Bonds		3.0%	of construction			\$135,293.98
Subtotal						\$4,645,093.25
Overhead and Profit		12.0%	of construction			\$557,411.19
Subtotal						\$5,202,504.44
Design Contingency		0.0%				\$0.00
Escalation		8.5%				\$442,212.88
Total Opinion of Probable Cost						\$5,644,717.32
Cost per square foot			Project square footage	8,506		\$663.62

This "opinion of probable cost" for construction costs and project costs is the design team's best judgement as professionals generally familiar with this project type and construction type. The design team has no control over market conditions and does not guarantee that estimates, proposals, bids, or actual construction costs will not vary from this "opinion of probable cost" estimate.

Lockwood Community Center
100% Construction Documents
Opinion of Probable Construction Cost - Civil Improvements



LUMOS & ASSOC. JN: 10119.005

Date: 03/07/24

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	Demolition*	1	LS	\$ 50,000.00	\$ 50,000.00
3	Earthwork - Import Material	2500	CY	\$ 20.00	\$ 50,000.00
4	Install Curb & Gutter w/ Type 2 Aggregate Base	222	LF	\$ 45.00	\$ 9,990.00
5	Install Curb w/ Type 2 Aggregate Base	458	LF	\$ 30.00	\$ 13,740.00
6	Install Asphalt Concrete Pavement w/ Type 2 Aggregate Base	11,862	SF	\$ 16.00	\$ 189,792.00
7	Install Permanent Pavement Patch	2,420	SF	\$ 16.00	\$ 38,720.00
8	Install Sod w/ Irrigation	15,555	SF	\$ 2.50	\$ 38,887.50
9	Install DG Section	3,230	SF	\$ 1.55	\$ 5,006.50
10	Install Pedestrian Ramp	2	EA	\$ 3,500.00	\$ 7,000.00
11	Install P.C.C. Sidewalk w/ Type 2 Aggregate Base	2,778	SF	\$ 15.00	\$ 41,670.00
12	Install Stairs	12	SF	\$ 45.00	\$ 540.00
13	Install Chain Link Fence (6' Height)	160	LF	\$ 75.00	\$ 12,000.00
14	Cast in Place Retaining Wall	27	CY	\$ 1,200.00	\$ 32,400.00
15	Install 48" Storm Drain Manhole	2	EA	\$ 8,000.00	\$ 16,000.00
16	Install Type 4R Storm Drain Catch Basin	1	EA	\$ 5,000.00	\$ 5,000.00
17	Install 4" SDR-35 PVC Roof Drain	262	LF	\$ 90.00	\$ 23,580.00
18	Install 6" SDR-35 PVC Storm Drain Pipe	70	LF	\$ 100.00	\$ 7,000.00
19	Install 8" SDR-35 PVC Storm Drain Pipe	45	LF	\$ 180.00	\$ 8,100.00
20	Install 12" SDR-35 PVC Storm Drain Pipe	215	LF	\$ 210.00	\$ 45,150.00
21	Install Pavement Markings	500	LF	\$ 2.00	\$ 1,000.00
22	Install Handicap Parking Stall Symbol (Paint) & Signs	1	LS	\$ 6,000.00	\$ 6,000.00
23	Install 8" SDR-35 PVC Sanitary Sewer Main	37	LF	\$ 150.00	\$ 5,550.00
24	Install 48" Sanitary Sewer Manhole	1	EA	\$ 8,000.00	\$ 8,000.00
25	Install Sanitary Sewer Cleanout	6	EA	\$ 1,000.00	\$ 6,000.00
26	Install 4" SDR-35 PVC Sanitary Sewer Lateral	120	LF	\$ 90.00	\$ 10,800.00
27	Install 6" SDR-35 PVC Sanitary Sewer Lateral	225	LF	\$ 105.00	\$ 23,625.00
28	Install 2" HDPE Water Service	125	LF	\$ 70.00	\$ 8,750.00
29	Install 6" Ductile Iron Water Line	175	LF	\$ 150.00	\$ 26,250.00
30	Install Domestic Service Connection At Main	1	EA	\$ 1,000.00	\$ 1,000.00

31	Install Fire Service Connection At Main	1	EA	\$	2,500.00	\$	2,500.00
32	Install Thrust Blocks	2	EA	\$	500.00	\$	1,000.00
33	Install 6" Valve	4	EA	\$	3,500.00	\$	14,000.00
34	Install FDC	1	EA	\$	5,720.00	\$	5,720.00
35	Install Fire Hydrant Assembly	1	EA	\$	8,300.00	\$	8,300.00
36	Install 12" Flared End Section	1	EA	\$	1,000.00	\$	1,000.00
37	Install 6" to 12" Rip Rap	1,513	SF	\$	12.00	\$	18,156.00
38	Install 750 Gallon Grease Interceptor	1	LS	\$	10,000.00	\$	10,000.00
39	Install 6" DCDA & Enclosure	1	EA	\$	30,000.00	\$	30,000.00
40	Install 2" Meter	1	EA	\$	5,000.00	\$	5,000.00
41	Install 2" Backflow Preventer	1	LS	\$	3,000.00	\$	3,000.00
42	NV Energy Application Fee	1	LS	\$	3,000.00	\$	3,000.00
43	Install River Rock - 4" Minus (with fabric)	8	CY	\$	200.00	\$	1,600.00
44	Install 4" Aggregate Base Under DG	40	CY	\$	40.00	\$	1,600.00
45	Install 12" NDS Catch Basin	7	EA	\$	800.00	\$	5,600.00
46	Install Box for Check Valve & Gate Valve on FDC Line	1	EA	\$	5,000.00	\$	5,000.00
47	Install Bollards in Maintenance Yard	7	EA	\$	1,000.00	\$	7,000.00
48	Wheel Stops	15	EA	\$	300.00	\$	4,500.00

TOTAL \$ 868,527.00

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate. Quantities and items are based on similar projects and specific information was not available at the time of this estimate. Quantities and unit prices are subject/likely to change with updated information.

*Demolition does not include the building, environmental assessments, testing or remediation.

Lockwood Community Center
Construction Development
Opinion of Probable Structural Construction Cost



LUMOS & ASSOC. IN: 10119.005

Date: 03/07/24

BASE BID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Concrete Cast in Place (includes reinforcing)					
1	Continuous Footings	60	CY	\$ 815.00	\$ 48,900.00
2	Isolated Footings	5.25	CY	\$ 815.00	\$ 4,278.75
3	Interior Slab on Grade - 4" thickness	8500	SF	\$ 8.50	\$ 72,250.00
4	Exterior Slab on Grade (Utility Area) - 6" thickness	1,800	SF	\$ 10.00	\$ 18,000.00
				Sub Total	\$ 143,428.75
CMU Walls					
1	8' tall - 48"oc Reinforcing	400	SF	\$ 24.50	\$ 9,800.00
2	12' tall - 48"oc Reinforcing	1,000	SF	\$ 24.50	\$ 24,500.00
3	18' tall - 48"oc Reinforcing	6,000	SF	\$ 24.50	\$ 147,000.00
4	21' tall - 32"oc Reinforcing	4,000	SF	\$ 27.00	\$ 108,000.00
5	Exterior Utility/Retaining Wall 16"oc Reinforcing	900	SF	\$ 24.50	\$ 22,050.00
				Sub Total	\$ 311,350.00
Steel (fabricated and installed)					
1	Columns	1,250	LBS	\$ 4.50	\$ 5,625.00
2	Beams	8,000	LBS	\$ 4.50	\$ 36,000.00
3	Bar Joists	8,500	SF	\$ 22.00	\$ 187,000.00
4	Metal Deck (acoustical)	8,500	SF	\$ 14.00	\$ 119,000.00
5	Metal Deck (canopy)	2,900	SF	\$ 12.50	\$ 36,250.00
6	Canopy Support Steel	3,750	LBS	\$ 5.50	\$ 20,625.00
				Sub Total	\$ 404,500.00
Soils					
1	6" Aggregate base under slab	180	CY	\$ 200.00	\$ 36,000.00
				Sub Total	\$ 36,000.00
BASE BID TOTAL					\$ 895,300.00

Notes:

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

Estimate does not include contractor mark-ups, permits, fees, etc.

Quantities and items are based on similar projects and specific information was not available at the time of this estimate. Quantities and unit prices are subject/likely to change with updated information.

*Demolition does not include the building, environmental assessments, testing or remediation.

AINSWORTH ASSOCIATES

MECHANICAL ENGINEERS

775.329.9100

1420 HOLCOMB AVENUE, SUITE 201

RENO, NEVADA 89502



January 16, 2024

Storey County - Lockwood Community Center

AAME Project No: 2022-038

Prepared By:

John Bigda

OPINION OF PROBABLE COST					Sheet 1 of 1
DESCRIPTION	QUANTITY	UNIT	MATERIAL	LABOR	SUBTOTAL
Mechanical Equipment					
ACI-1,2 & ACO-1,2 (Mitsubishi)	2		\$20,008	\$3,251	\$23,259
Exhaust Fans EF-1,2,3,4 Greenheck	4		\$6,936	\$3,251	\$10,187
RTU-1,2,3,4 (Daikin)	4		\$56,023	\$6,502	\$62,525
Electric Unit Heaters UH-1,2 Qmark	2		\$934	\$813	\$1,747
Weather Hood WH-1 Greenheck	1		\$1,067	\$0	\$1,067
MUA-1 Captiveaire	1		\$100,041	\$2,755	\$102,796
Kitchen Exhaust Fan KEF-1 Captiveaire	1		\$0	\$1,467	\$1,467
Kitchen Hood Captiveaire	1		\$0	\$2,617	\$2,617
Subtotal			\$185,009	\$20,656	\$205,665
HVAC Dryside					
Rectangular Ductwork	601	LB	\$1,919	\$7,307	\$9,226
Round Ductwork	1694	LB	\$6,411	\$21,310	\$27,721
Ductwork Accessories	1	LS	\$8,745	\$10,030	\$18,775
Grease Ductwork	211	LB	\$2,245	\$4,413	\$6,658
HVAC Dryside Subtotal			\$19,320	\$43,060	\$62,380
HVAC Wetside					
Copper Pipe, Valves, Fittings & Hangers	150	LF	\$1,996	\$1,744	\$3,739
Misc Piping Accessories	1		\$128	\$349	\$477
HVAC Wetside Subtotal			\$1,996	\$1,744	\$4,216
Plumbing					
Plumbing Fixtures	70	LS	\$67,935	\$15,498	\$83,433
Cast Iron Pipe & Fittings	1459	LF	\$52,966	\$43,559	\$96,525
Copper Pipe & Fittings	1630	LF	\$26,938	\$34,251	\$61,190
Steel Pipe & Fittings	295	LF	\$2,731	\$9,790	\$12,520
Plumbing Accessories	1	LS	\$2,032	\$2,140	\$4,172
Plumbing Subtotal			\$152,602	\$105,239	\$257,841
Subcontractors					
Controls	1	LS			\$5,250
Duct Insulation	2148	Ft ²			\$11,401
Piping Insulation	150	LF			\$1,846
Plumbing Insulation	1630	LF			\$22,988
System Balance	1	LS			\$7,356
Subcontractor Subtotal					\$48,842
Fire Protection					
Fire Protection System	8,500	Ft ²	\$2	\$4	\$51,000
Equipment Rentals & Jobsite Expenses					
Equipment Rentals & Jobsite Expenses					\$10,230
				TOTAL	\$640,175

These budgets are at today's costs and should be escalated for construction starting after 2023. Ainsworth Associates makes no representation concerning the probable costs of construction made in connection with the plans, specifications or drawings prepared by them, other than all costs are estimates only and Ainsworth Associates cannot be responsible for fluctuations in cost factors.



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING

Probable Electrical Cost Estimate

Company Name:	PK Electrical, Inc.
Address:	681 Sierra Rose Drive
City:	Reno
State:	NV
Zip:	89511
Phone:	775-826-9010
Website:	www.pkelectrical.com
Today's Date:	1/16/2024
Job Name:	22092 - Storey County Lockwood Community Center
Job Total:	\$465,464.07

22092 - Storey County Lockwood Community Center
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted [by category factor: 2.50%]	\$310,960.87
Quotes	0.00
Sales Tax (8.27%)	25,700.92
Total Material	\$336,661.79
Labor	
Direct (494.00 hours @ \$105.00)	\$51,870.00
Non-Productive Labor	2,593.50
Total Labor (494.00 hours)	\$54,463.50
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	11,655.95
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$402,781.24
Overhead (7.50%)	30,208.59
Profit (7.50%)	32,474.24
Job Total	\$465,464.07

Actual Bid Price	\$465,464.07
-------------------------	---------------------

Material to Direct Labor ratio: 0.87

Prime Cost per square foot	\$47.39
Job Total per square foot	\$54.76
Actual Bid Price per square ft	\$54.76
Labor cost per square foot	\$6.41
Labor hours per square foot	0.06
Gross Profit %	13.47
Gross Profit \$	\$62,682.83
Net Profit %	6.98

PK Electrical, Inc.
22092 - Storey County Lockwood Community Center
Job Number: 22092

Extension By Section							
Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr	
--- Section #1 ---							
1000	1/2" EMT	2,380	84.48 C	2,010.62	2.50 C	59.50	
1001	3/4" EMT	295	140.79 C	415.33	2.60 C	7.67	
1005	2" EMT	50	548.47 C	274.24	3.75 C	1.88	
1006	2-1/2" EMT	140	988.80 C	1,384.32	5.00 C	7.00	
1121	1/2" Steel Flex	10	57.75 C	5.78	1.75 C	0.18	
1143	1/2" Liquidtight (metallic)	30	82.22 C	24.67	2.00 C	0.60	
1145	1" Liquidtight (metallic)	10	136.36 C	13.64	2.75 C	0.28	
1196	4" PVC Conduit	125	345.00 C	431.25	4.00 C	5.00	
1342	2" EMT Elbow	10	1,787.13 C	178.71	0.35 E	3.50	
1343	2-1/2" EMT Elbow	16	3,787.27 C	605.96	0.50 E	8.00	
1436	1/2" Set Screw Steel Conn	44	27.58 C	12.14	0.05 E	2.20	
1437	3/4" Set Screw Steel Conn	2	38.45 C	0.77	0.06 E	0.12	
1441	2" Set Screw Steel Conn	4	377.85 C	15.11	0.16 E	0.64	
1442	2-1/2" Set Screw Steel Conn	4	8.27 E	33.08	0.17 E	0.68	
1457	3/4" Set Screw Steel Insul Throat Conn	56	42.89 C	24.02	0.06 E	3.36	
1556	1/2" Set Screw Steel Cplg	238	32.13 C	76.47	0.05 E	11.90	
1557	3/4" Set Screw Steel Cplg	2	50.60 C	0.76	0.06 E	0.09	
1561	2" Set Screw Steel Cplg	15	302.50 C	45.38	0.12 E	1.80	
1562	2-1/2" Set Screw Steel Cplg	30	572.00 C	171.60	0.14 E	4.20	
1595	4" Locknut	2	403.35 C	8.07	0.09 E	0.18	
1603	2" Plastic Bushing	4	51.90 C	2.08	0.03 E	0.12	
1604	2-1/2" Plastic Bushing	4	96.92 C	3.88	0.04 E	0.16	
1885	1/2" Die-Cast Straight Squeeze Flex Conn	2	113.58 C	2.27	0.08 E	0.16	
1910	1/2" Greenfield Conn 90D	2	4.46 E	8.92	0.12 E	0.24	
1930	1/2" Seal-tite Conn (Str)	6	346.65 C	20.80	0.07 E	0.42	
1932	1" Seal-tite Conn (Str)	2	637.71 C	12.75	0.12 E	0.24	
1951	1/2" Seal-tite Conn (90 Degree)	6	576.05 C	34.56	0.18 E	1.08	
1953	1" Seal-tite Conn (90 Degree)	2	1,611.98 C	32.24	0.27 E	0.54	
2069	4" PVC Male Adaptor	2	388.79 C	7.78	0.13 E	0.26	
2123	4" PVC Coupling	8	289.01 C	23.12	0.11 E	0.88	
2135	4" PVC Elbow	8	1,561.42 C	124.91	0.75 E	6.00	
2278	1/2" 1-Hole Strap	298	8.57 C	25.50	2.29 C	6.81	
2279	3/4" 1-Hole Strap	2	13.09 C	0.25	2.29 C	0.04	
2360	2" Conduit Hanger w/Bolt	6	108.64 C	6.79	10.00 C	0.63	
2361	2-1/2" Conduit Hanger w/Bolt	18	136.60 C	23.91	12.00 C	2.10	
2572	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	110	233.25 C	256.58	0.20 E	22.00	
2574	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	28	298.70 C	83.64	0.20 E	5.60	
2731	4" Square-1G Plaster Ring-5/8"D	122	81.12 C	98.97	0.07 E	8.54	
2736	4" Square-2G Plaster Ring-5/8"D	16	108.26 C	17.32	0.07 E	1.12	
2790	#12 THHN CU Stranded Wire	7,497	223.33 M	1,674.31	5.50 M	41.23	
2791	#10 THHN CU Stranded Wire	238	345.10 M	82.13	6.00 M	1.43	
2793	#6 THHN CU Stranded Wire	91	897.40 M	81.66	7.00 M	0.64	
2794	#4 THHN CU Stranded Wire	160	1,467.61 M	234.82	8.50 M	1.36	
2796	#2 THHN CU Stranded Wire	14	2,276.72 M	31.87	10.00 M	0.14	
2797	#1 THHN CU Stranded Wire	280	2,599.97 M	727.99	11.00 M	3.08	
2798	#1/0 THHN CU Stranded Wire	405	3,151.25 M	1,276.26	13.00 M	5.27	
2801	#4/0 THHN CU Stranded Wire	640	6,102.27 M	3,905.45	20.00 M	12.80	
3155	30A/2P 3WSN 240V GD Fus Safety Sw-Nema3R	6	44.68 E	268.08	1.00 E	6.00	
3156	60A/2P 3WSN 240V GD Fus Safety Sw-Nema3R	1	75.20 E	75.20	1.35 E	1.35	
3157	100A/2P 3WSN 240V GD Fus Safety Sw-Nema3R	1	127.50 E	127.50	1.90 E	1.90	
3202	30A/3P 240V GD NF Safety Sw-Nema 1	2	41.17 E	82.34	0.50 E	1.00	
3286	30A 250V RK5 Time Delay Fuse	12	4.52 E	54.24	0.05 E	0.60	

* Target, Labor column 2

Extension By Section								
Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
3291	60A 250V RK5 Time Delay Fuse	2	8.28	E	16.56	0.05	E	0.10
3295	100A 250V RK5 Time Delay Fuse	2	20.07	E	40.14	0.06	E	0.12
4367	#14-12-10 Wire Termination Labor	25	0.00	E	0.00	0.10	E	2.50
4368	#8-6 Wire Termination Labor	3	0.00	E	0.00	0.15	E	0.45
4369	#4-1 Wire Termination Labor	2	0.00	E	0.00	0.18	E	0.36
4511	20A/125V Spec Grade Dup Rcpt (5-20R)	105	138.44	C	145.36	0.15	E	15.75
4518	20A/125V Spec Grade GFI Dup Rcpt (5-20R)	21	9.95	E	208.95	0.19	E	3.99
4673	1G Plastic Duplex Receptacle Plate	68	27.69	C	18.83	0.06	E	4.08
4679	1G Plastic Decora Plate	14	27.72	C	3.88	0.08	E	1.12
4681	2G Plastic Duplex Receptacle Plate	16	54.17	C	8.67	0.08	E	1.28
4697	1G SS Dup Rcpt Plate	5	108.65	C	5.43	0.06	E	0.30
4771	1G WP In Use Cover	7	9.17	E	64.19	0.12	E	0.84
6735	Fire Alarm Control Panel	1	1,350.00	E	1,350.00	3.50	E	3.50
6839	Red Wirenuts	357	67.06	M	23.94	1.75	C	6.25
6841	Blue Wirenuts	3	507.50	M	1.52	3.00	C	0.09
6846	#3 Split Bolt Connector	2	3.72	E	7.44	0.10	E	0.20
7085	30"Wx60"D Trench-Back Hoe	125	40.00	E	5,000.00	6.50	C	8.13
8261	Grndscr&Bare Pigtail	110	10.23	M	1.13	1.20	C	1.32
8918	6X1/4" Pan Head Tapping Screw	440	2.36	C	10.38	0.01	E	4.40
11567	12/2 AWG Unshielded Fire Alarm Wire FPLR	700	0.10	E	70.00	10.00	M	7.00
11640	Demo Panelboard 200A	1	0.00	E	0.00	1.50	E	1.50
1242268	FA Horn/Strobe	28	45.00	E	1,260.00	0.65	E	18.20
T0001	Electrical Equipment	1	45,000.00	E	45,000.00	30.00	E	30.00
T0002	Lighting	1	70,000.00	E	70,000.00	48.00	E	48.00
T0003	Inverter	1	25,000.00	E	25,000.00	6.00	E	6.00
T0004	Generator & ATS	1	75,000.00	E	75,000.00	24.00	E	24.00
T0005	Internet	1	35,000.00	E	35,000.00	40.00	E	40.00
T0007	Loadbank	1	10,000.00	E	10,000.00	4.00	E	4.00
T0008	NVE XFMR	1	20,000.00	E	20,000.00	8.00	E	8.00
--- Section #1 Total ---					303,376.46			494.00
Job Total					303,376.46			494.00



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Memorandum of Understanding (MOU) between Storey County and CC Communications (ongoing operation of Churchill County, Nevada) to deploy and provide rate structures for fiberoptic broadband internet service to residential, commercial, and enterprise customers in Storey County, and other properly related matters.
- **Recommended motion:** I (commissioner) motion to approve Memorandum of Understanding (MOU) between Storey County and CC Communications (ongoing operation of Churchill County, Nevada) to deploy and provide rate structures for fiberoptic broadband internet service to residential, commercial, and enterprise customers in Storey County.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** This MOU will allow CC Communications (ongoing operation of Churchill County, Nevada) to deploy and provide broadband internet services in Storey County. Installation and service rates will be charged to subscribing customers in accordance with the rate schedule enclosed herewith. This item will be proceeded by consideration of a Broadband Service Agreement between Storey County and CC Communications for the deployment and maintenance of fiberoptic broadband network infrastructure in Storey County and to provide residential broadband internet, Commercial Broadband Service, and Enterprise Broadband Service.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
CC COMMUNICATIONS AND STOREY COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) entered into as of the ____ day of _____, 2024 is made by and between **CC Communications** an ongoing operation of Churchill County Nevada, a political subdivision of the State of Nevada, (“CC Communications”) and Storey County, a political subdivision of the State of Nevada, (“Storey County”) each of Storey County and CC Communications may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, CC Communications has an extensive network of fiber to the home (FTTH) systems within Northern Nevada, and,

WHEREAS, Storey County is a political subdivision of the State of Nevada empowered to address local concerns such a telecommunication services, and would be benefitted by the deployment of a fiber optic network within the project area; and

WHEREAS, CC Communications has designed, engineered, and will deploy FTTH service to Storey County citizenry at a fair cost pursuant to a Service Provider Agreement executed currently herewith and included herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1.) BROADBAND SERVICE PLANS

CC Communications' shall provide FTTH broadband service for residential customers according to the following rate schedule:

Fiber to the Premise (Basic Internet Service)

Bandwidth**	Monthly Rate
100/100 MBPS	\$54.99 (qualifying ACP or successor income limits)
100/100 MBPS	\$69.99
150/150 MBPS w/Unlimited Calling	\$89.99
250/250 MBPS	\$89.99
500/500 MBPS	\$99.99
1GB/1GB	\$119.99

*Speeds up to, and will comply with FCC speed test requirements

CC Communications reserves the right to adjust the monthly rate of its services to meet the general business needs of the enterprise and prevailing needs of the community subject to restrictions as set by the FCC. CC Communications agrees that the rate of the lowest priced FTTH service tier, not including subsidized rates, shall not increase in price for at least five years from the date of the first customer served. Customers will be required to adhere to an Acceptable Use Policy and meet credit and deposit check requirements. Enterprise and Commercial rates are available on an individually quoted basis.

2.) INSTALLTION COSTS

To ensure access to the fiber network, installation charges for residential customers served as part of the Service Provider Agreement will be limited. Installation charges for those residential customers shall not exceed one hundred dollars (\$100) for drops of less than five hundred feet (500ft), and shall be at cost, not to exceed one-thousand dollars (\$1,000), for drops exceeding five hundred feet (500ft).

3.) ADDITIONAL SERVICES

CC Communications intends to provide additional services to customers on an add-on basis at the following rates:

Additional Services

Service	Monthly Rate
Unlimited Calling	\$29.99
Managed WiFi	\$9.99
Virus/Malware Protection Data backup	\$4.99

Additional Services are provided to customers based those services reasonably calculated to meet the needs of broadband customers in the area. CC Communications reserves the right to adjust the monthly rate, add additional services, or terminate offered services in this category in its sole judgment.

4.) SERVICE COMMITMENTS

CC Communications is dedicated to protecting the privacy and data security of all its subscribers. CC Communications will not collect personal data from a customer's use of services, except when compelled by law or for use in network management and troubleshooting. CC Communications will never sell customer data or block lawful internet traffic.

5.) ONGOING EFFORTS

CC Communications and Storey County agree to enter into good faith discussions to ensure the continued use and expansion of broadband services to Storey County citizens by CC Communications as funding and population densities allow.

CC Communications

Storey County

By: _____

By: _____

MYLES GETTO

JAY CARMONA

CHAIRMAN, CHURCHILL COUNTY
BOARD OF COUNTY
COMMISSIONERS

CHAIRMAN, STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS

Dated: _____

Dated: _____

POLE RIGHT TRANSFER AGREEMENT

This Pole Right Transfer Agreement (“Agreement”) is made and entered into on this, the _____ day of _____, 2024, by and between CC Communications, and Comstock Community Television, Inc. (hereinafter Comstock).

Recitals

WHEREAS, CC Communications is a statutory enterprise of Churchill County, a political subdivision of the State of Nevada with significant interest in expanding access to broadband internet and other communications technologies within Storey County; and

WHEREAS, Comstock is a non-profit corporation with an ownership interest or right of access to utilize telephone poles for the installation of communication equipment; and

WHEREAS, Comstock is in the process of dissolution and the winding up of affairs pursuant to NRS 82.446 and no longer intends to beneficially utilize its rights to pole transfer Agreements but remains responsible for the potential liabilities associated therewith.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Transfer by Comstock.

- a. Comstock shall transfer all right, title, and interests associated with all telephone poles, rights of attachment, communication equipment, easements, and rights of access along the Network Map, attached as Exhibit A, to CC Communications. Such transfer shall explicitly include all right to attach, remove, replace, and/or modify existing attachments on all such poles.

2. Obligations of CC Communications.

- a. CC Communications shall accept all responsibility for maintenance, removal, or care for all poles, attachments, and communication equipment transferred pursuant to this Agreement. CC Communications shall ensure that all materials received pursuant to this agreement is operated in conformance with state and federal regulations.

3. Approval. The Parties represent and warrant that the person executing this Agreement on behalf of its Party has authority to enter into this Agreement and bind its respective party.

4. **Effective Date.** The Effective Date of this Agreement shall be upon execution of the last signature to this Agreement and the approval and execution of the Service Provider Agreement between CC Communications and Storey County.
5. **Breach and Remedies.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law of this Agreement, the rights and remedies of the parties shall be limited to the actual damages set forth herein and shall not include any consequential damages. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach. Nothing herein shall grant any third-party any rights under this Agreement.
6. **Termination.** This Agreement may be terminated by either Party for any material breach of this Agreement. Termination shall be effective upon delivery of ten (10) days written notice to the other Party of the breach and their intent to terminate. The defaulting party shall have an opportunity to cure the default within ten (10) days from receipt of the notice of breach without penalty. If the defaulting party fails to cure the default, this Agreement shall immediately terminate and the obligation of the parties shall cease.
7. **Independent Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to indebtedness, liabilities, and obligations of the other agency or any other party.
8. **Indemnification.** To the fullest extent of limited liability as set forth in this Agreement, and except for the obligations contained in this Agreement, each party shall indemnify, hold harmless and defend not excluding the other's right to participate the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in the paragraph.
9. **Choice of Law.** It is the intention of the parties hereto that this Agreement, as to its construction and performance be interpreted, and all suits and special proceedings, be construed under the laws of the State of Nevada; and, that any action, special proceeding

or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Nevada shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

10. Venue. The parties agree that any action brought arising from this Agreement shall be brought in a court of competent jurisdiction in the County of Storey, State of Nevada.

11. Modification. Any modification to this Agreement must be made in writing and signed by all parties hereto.

12. Assignment. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

13. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all other previous communications, representations, or agreements, either verbal or written, between the Parties.

14. Notices. Any notices required under the terms of this Agreement shall be made by either US Mail or hand delivery to the following:

CC Communications:
Mark Feest
899 S. Maine St.
Fallon, NV 89406

Comstock Community Television
Joe Curtis

IN WITNESS OF THE ABOVE, each Party to this Agreement has caused it to be executed on the date shown below.

CC COMMUNICATIONS

COMSTOCK

Dated ____ day of _____, 2024

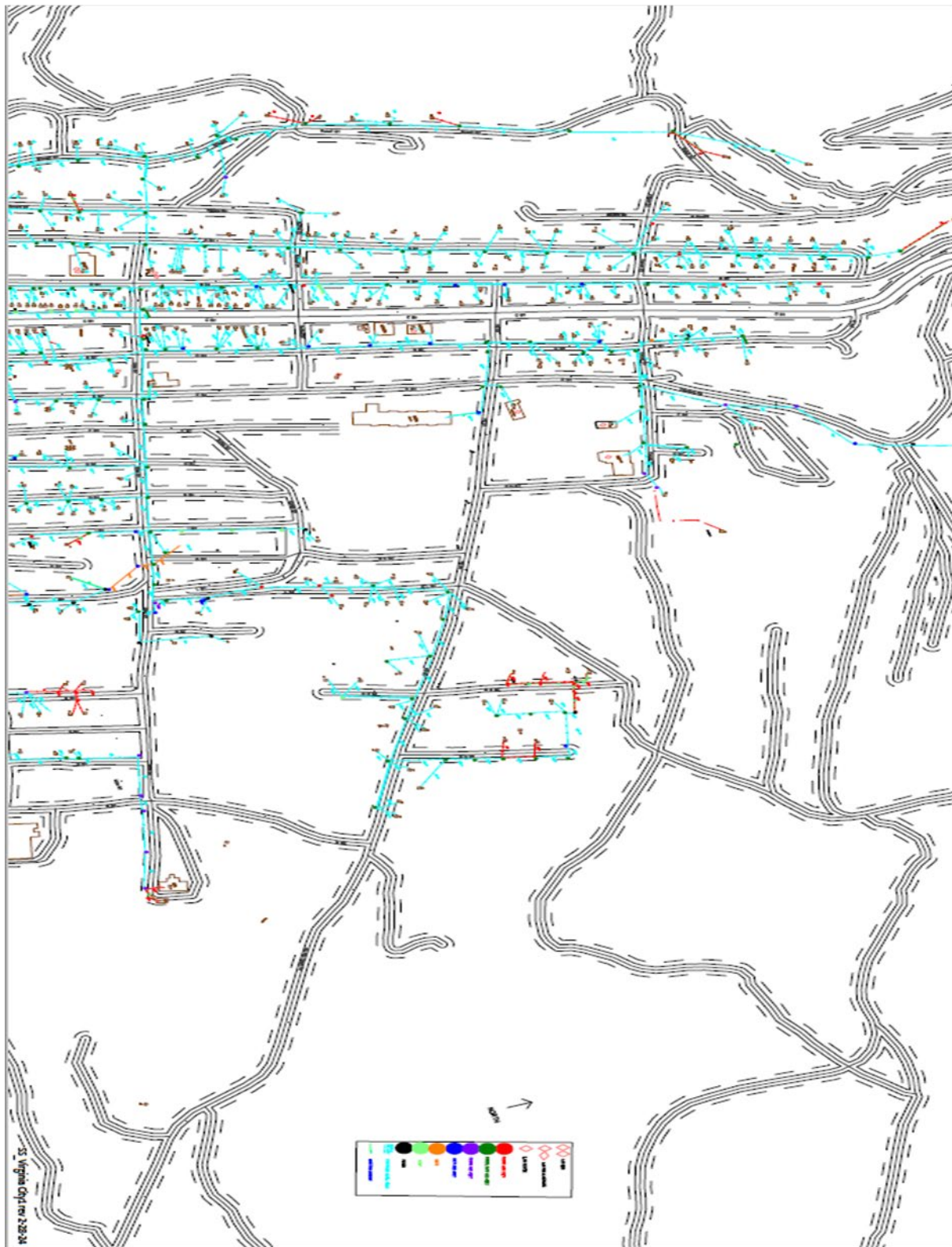
Dated ____ day of _____, 2024

Mark Feest
General Manager, CC Communications

Joe Curtis
President, Comstock Community
Television

EXHIBIT A

NETWORK MAP





Board of Storey County Commissioners

Agenda Action Report

Meeting date: 3/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Service Provider Agreement between CC Communications (ongoing operation of Churchill County, Nevada) and Storey County for the deployment and maintenance of fiberoptic broadband network infrastructure in Storey County and to provide Residential Broadband Internet, Commercial Broadband Service, and Enterprise Broadband Service for 10 years, with an initial payment of \$1,500,000 made to CC Communications by Storey County, in accordance with the Memorandum of Understanding between the parties approved by the board on or before this agreement, and other properly related matters.
- **Recommended motion:** I (commissioner) motion to approve Service Provider Agreement between CC Communications (ongoing operation of Churchill County, Nevada) and Storey County for the deployment and maintenance of fiberoptic broadband network infrastructure in Storey County and to provide Residential Broadband Internet, Commercial Broadband Service, and Enterprise Broadband Service for 10 years, with an initial payment of \$1,500,000 made to CC Communications by Storey County, in accordance with the Memorandum of Understanding between the parties approved by the board on or before this agreement.

- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** This Services Provider Agreement will enable CC Communications (ongoing operation of Churchill County, Nevada) to deploy and provide broadband internet infrastructure and services in Storey County. Storey County will contribute an initial payment of \$1,500,000 that will be applied to the purchase and installation of fiberoptic equipment serving Storey County customers. This action will follow consideration of a Memorandum of Understanding between the parties to deploy and provide rate structures for broadband internet services.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

SERVICE PROVIDER AGREEMENT
BETWEEN
CC COMMUNICATIONS AN ONGOING OPERATION OF
CHURCHILL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA
AND
STOREY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) entered into as of the ____ day of _____, 2024 is made by and between **CC Communications** an ongoing operation of Churchill County Nevada, a political subdivision of the State of Nevada, (“CC Communications”) and Storey County, a political subdivision of the State of Nevada, (“Storey County”) each of Storey County and CC Communications may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, CC Communications has been a telecommunications provider in Northern Nevada for over 125 years with experience in nearly every telecommunication advancement during that period. CC Communications has an extensive network of fiber to the home (FTTH) systems within Northern Nevada, including operations in Elko and Spring Creek; and,

WHEREAS, Storey County is a political subdivision of the State of Nevada empowered to address local concerns such a telecommunication services, and would be benefitted by the deployment of a fiber optic network within the project area; and

WHEREAS, CC Communications has designed, engineered, and created a capital budget for the project, for which Storey County has reviewed and determined meets the needs and expectations of its citizenry at a fair cost; and

WHEREAS, each Party recognizes the efficiencies realized in the construction of a fiber optic network within Storey County to effectuate the operations desired by both Parties and to best serve the members of the public, and is willing to work in partnership to achieve those goals with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which the Parties hereby acknowledge, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1: TERM OF AGREEMENT

- 1.1** This Agreement shall become effective on _____, 2024, the effective date. This Agreement shall be in effect for a period of ten (10) years expiring on _____, 2034.
- 1.2** This Agreement shall automatically renew for five (5) year terms unless either party provides notice of non-renewal at least one (1) year prior to the end of the then current term. Upon notice of intent not to renew, the parties will enter a ninety (90) day good faith negotiation period during which time they will (1) agree to a transition plan, or (2) enter mutually agreeable changes to the then current terms of the Service Provider Agreement.

ARTICLE 2: TELECOMMUNICATION SERVICES AND FEES

- 2.1** CC Communications shall deploy fiber network infrastructure (the “Network”) in Storey County substantially as set forth in the attached Network Plan, see Exhibit 1, to provide broadband service within a portion of Virginia City, (the “Service Area”).
- 2.2** CC Communications shall make available to Storey County residents within the Service Area telecommunication services including Fiber to the Home broadband internet, Commercial Broadband Service, and Enterprise Broadband Service as set forth in an accompanying Memorandum of Understanding between the Parties. Customers must agree to a standard Internet Acceptable Use Policy and an Acknowledgement of Plan Selection prior to receiving service.
- 2.3** Throughout the life of this Agreement, CC Communications shall offer and market Enterprise Broadband Service throughout the Service Area, with plans that are reasonably calculated to meet the bandwidth and other broadband-related needs of community anchor institutions and other enterprise broadband users available at the time the Customer subscribes to services.

- 2.4** Storey County shall provide CC Communications with access to all public and non-public rights-of-way and/or easements under its control through which the fiber network may be deployed.
- 2.5** CC Communications shall provide standard broadband service to designated government services buildings identified in the Network Plan without cost to Storey County.

ARTICLE 3: CAPITAL FUNDING

- 3.1** Storey County shall provide Churchill County funds in the amount of one-million five hundred thousand (\$1,500,000) to be used solely to purchase and deploy fiber network infrastructure in Storey County as set forth in the Network Plan.

ARTICLE 4: PRIVATE DATA SECURITY

- 4.1** CC Communications will not collect personal data from a customer's use of services, except when compelled by law or for use in network management and troubleshooting.
- 4.2** CC Communications will never sell customer data.
- 4.3** CC Communications will not block lawful internet traffic.

ARTICLE 5: DEPLOYMENT OF INFRASTRUCTURE

- 5.1** CC Communications shall deploy last mile FTTH Active Ethernet or XGS-PON at the locations described in the attached Network Map. See Exhibit 1. Installation will be performed by CC Communications employees or its licensed contractors.
- 5.2** CC Communications shall utilize its existing fabric core and fiber network to integrate Storey County customers in a like manner as Churchill County, Spring Creek, and Elko customers.
- 5.3** Deployment of infrastructure shall be done substantially in compliance with the Network Plan.
- 5.4** CC Communications and Storey County shall collaboratively review opportunities to expand services outside of areas identified in the network plan, including federal and state grant opportunities. CC Communications shall specifically review any potential opportunities to expand to the Virginia Highlands in good faith. The terms

of any agreement to deploy infrastructure outside of the network plan shall be part of a separate agreement.

- 5.5** CC Communications and Storey County agree that the Network Map is based partially upon utilization of poles and infrastructure associated with the Comstock Pole Agreement attached hereto as Exhibit B. Should any third-party necessary for utilization of Pole infrastructure refuse to allow access as contemplated hereunder, Storey County and CC Communications agree to meet and discuss in good faith amendments to the Network Map as may be required to facilitate deployment.

ARTICLE 6: OWNERSHIP

- 6.1** The fiber infrastructure deployed shall remain the sole and exclusive property of CC Communications and legal title shall be held by CC Communications. CC Communications may not (a) place any lien or encumbrance on the Network or (b) sell, lease or otherwise transfer the Network to any other party, without Storey County's consent, in each case solely to the extent such lien, encumbrance, sale, lease, or transfer materially impacts the Services to be provided by CC Communications. CC Communications shall pay any and all federal, state and local property or other taxes associated with the ownership of the Network.
- 6.2** Storey County shall not authorize any other telecommunication service provider to utilize the infrastructure during the term of this Agreement or without the prior written consent of CC Communications.
- 6.3** CC Communications shall install and own all electronic components utilized in the operation of the fiber network associated with the deployed infrastructure, as well as other infrastructure. CC Communications shall be responsible for the payment of any and all maintenance and license fees and costs associated with the electronic components.

ARTICLE 7: RIGHT OF FIRST REFUSAL

- 7.1** Should this Agreement terminate or not be renewed for the convenience of CC Communications or due to its breach of any material term herein, CC Communications shall offer to a telecommunication service provider of Storey

County's choice, the right of refusal to purchase all fiber infrastructure and electronic components, and all associated warranties and maintenance materials, for the then existing depreciated value of the network.

ARTICLE 8: MAINTENANCE

- 8.1** During the term of the Service Provider Agreement, CC Communications shall pay for all maintenance costs associated with infrastructure deployed as part of the Project Plan. Maintenance shall be dictated by network performance measures, alarms, and visual inspections. CC Communications shall further maintain all electronics and equipment attached to any pole utilized as part of the Network Plan.
- 8.2** CC Communications or its contractors will regularly inspect facilities and infrastructure at least once per month.
- 8.3** CC Communications shall respond to all trouble tickets generated by CC Communications customers.

ARTICLE 9: PERFORMANCE STANDARDS

- 9.1** CC Communications shall comply with all FCC requirements for the performance of facilities installed pursuant to this Agreement. CC Communications shall further comply with all proposed and adopted FCC performance testing measurements for speed relative to subscribed service.

ARTICLE 10: DEFAULT AND TERMINATION

- 10.1** A Party shall be in default under this Agreement if it materially violates any applicable law, regulation, statute, ordinance, code or other legal requirement with respect to the obligations hereunder or fails to perform any material obligation under this Agreement, and such breach is not remedied within thirty (30) days after receipt of a Dispute Notice as contemplated under Article 13.
- 10.2** In addition to any remedies available at law or in equity, the non-defaulting Party hereunder may terminate this Agreement upon the occurrence of default.

10.3 OBLIGATIONS:

10.3.1 The Parties agree that CC Communication's obligations under this Agreement that derive from the Grant, are material obligations, and CC Communication's failure to perform such obligations shall give Storey County the right to terminate this Agreement.

10.3.2 If Storey County terminates this Agreement for default by CC Communications, or if CC Communications terminates this Agreement for its own benefit, CC Communications will preserve and protect the Network at its own expense while it works with Storey County in good faith to transition the performance of activities under this Agreement to another party selected by Storey County. CC Communication will retain responsibility for operating and maintaining the Network until another party agrees to take on this responsibility. The provisions of this Section 9 shall survive termination of this Agreement. For avoidance of doubt, the provisions of this Section shall not apply should CC Communications terminate this Agreement for default by Storey County or should either Party elect not to renew the Agreement as contemplated in Article 1.

ARTICLE 11: ASSIGNMENT.

11

11.1 Neither Party may transfer or assign, voluntarily or by operation of law, this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12

12.1 Each Party represents and warrants that the undersigned has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of their companies; it has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement; the execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject; and no litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

ARTICLE 13: INDEMNIFICATION

13

13.1 Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, agents, employees, successors and assigns from and against all Claims sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those Claims arising from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 14: LIMITATIONS OF LIABILITY

14

14.1 Each Party shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Each Party's total liability to the other Party in connection with this Agreement for any and all causes and Claims whether based in contract, warranty, negligence or otherwise shall be limited to the actual direct damages sustained by the other Party.

14.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 12 ABOVE AND EXCEPT FOR CLAIMS ARISING FROM A

PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

ARTICLE 15: NOTICES

15

- 15.1** All notices shall be in writing and shall be delivered by certified mail return receipt requested or by nationally recognized overnight delivery that provides proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices including any Dispute Notice which identifies the default of either party to a term of this Agreement shall be addressed to the Parties as specified below:

If to CC Communications: CC Communications
50 West Williams Ave
Fallon, NV 89406
Attention: Mark Feest
775-423-7171

If to Storey County: Storey County
 PO Box 176
 Virginia City, NV 89440
 Attention: County Manager
 775.847.0968

ARTICLE 16: GOVERNING LAW & WAIVER OF JURY TRIAL

16

16.1 This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Nevada, without reference to its conflicts of law principles. Each Party hereby submits to the jurisdiction and venue of the courts in Storey County for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

ARTICLE 17: TAXES AND FRANCHISE, LEASE AND PERMIT FEES

17

17.1 Any Tax consequence arising from the transaction described herein shall be the financial responsibility of the Party upon which such incident falls. The Parties agree to file their respective Tax returns on such basis and, except as otherwise required by law, not to take any positions inconsistent therewith.

ARTICLE 18: MISCELLANEOUS

18

- 18.1 Survival.** Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement as further described herein.
- 18.2 Relationship of the Parties.** The relationship of the Parties is that of independent contractors and not as the agent, employee or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.
- 18.3 Amendment.** No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.
- 18.4 Rules of Construction.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Any capitalized terms used in this Agreement but not defined herein shall have the meaning defined in the applicable Underlying Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or

consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

- 18.5 Severability.** In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.
- 18.6 Waiver of Compliance.** Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.
- 18.7 Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- 18.8 Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
- 18.9 Entire Agreement.** This Agreement, including any Exhibits, contains the entire agreement between the Parties relating to the rights, duties and obligations granted and assumed herein and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party.
- 18.10 Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date last written below (“Effective Date”).

CC Communications

Storey County

By: _____

By: _____

MYLES GETTO

JAY CARMONA

CHAIRMAN, CHURCHILL COUNTY
BOARD OF COUNTY
COMMISSIONERS

CHAIRMAN, STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS

Dated: _____

Dated: _____

EXHIBIT 1 NETWORK MAP

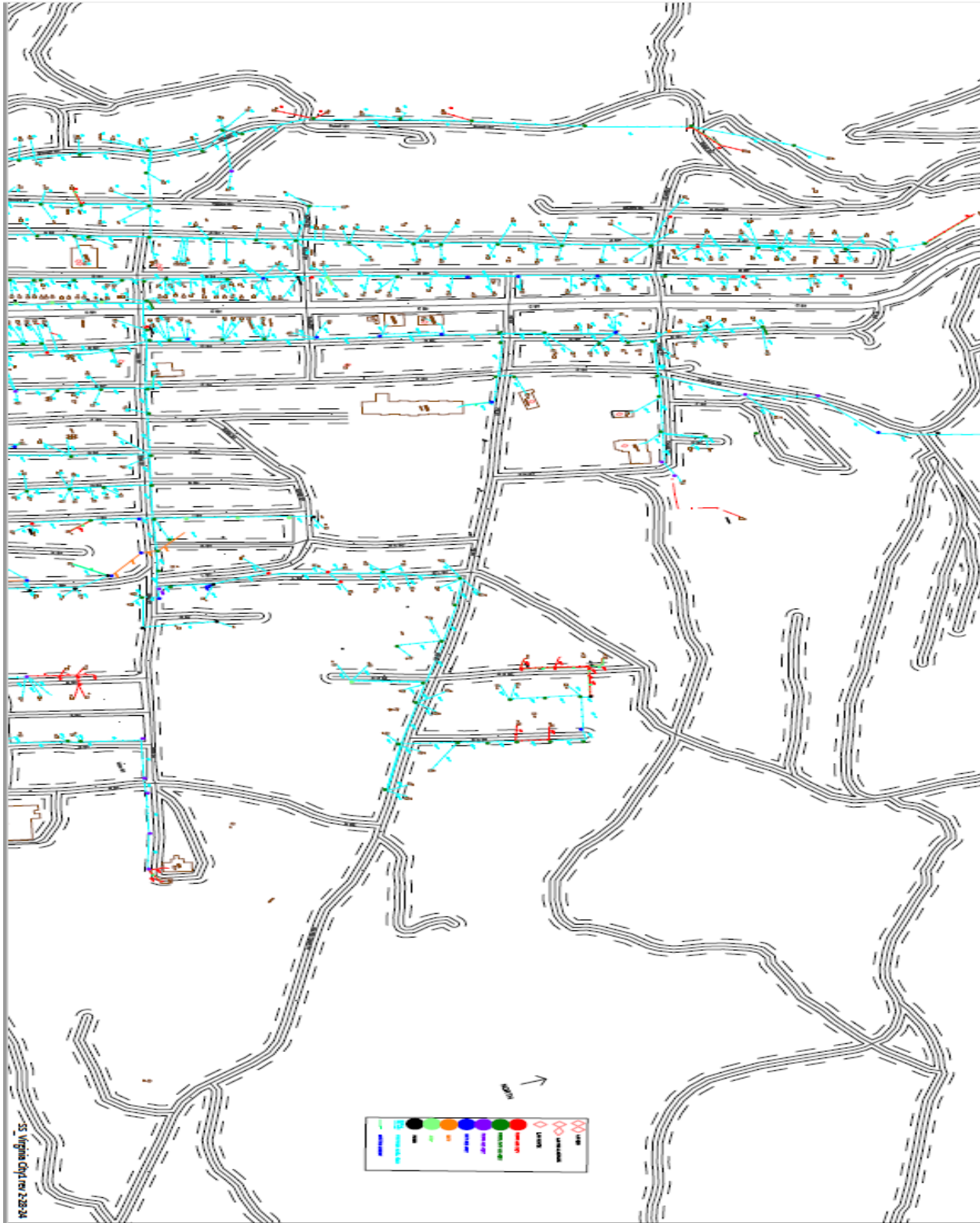


EXHIBIT 2
COMSTOCK POLE AGREEMENT

(To be added upon approval between the applicable parties.)

POLE RIGHT TRANSFER AGREEMENT

This Pole Right Transfer Agreement (“Agreement”) is made and entered into on this, the _____ day of _____, 2024, by and between CC Communications, and Comstock Community Television, Inc. (hereinafter Comstock).

Recitals

WHEREAS, CC Communications is a statutory enterprise of Churchill County, a political subdivision of the State of Nevada with significant interest in expanding access to broadband internet and other communications technologies within Storey County; and

WHEREAS, Comstock is a non-profit corporation with an ownership interest or right of access to utilize telephone poles for the installation of communication equipment; and

WHEREAS, Comstock is in the process of dissolution and the winding up of affairs pursuant to NRS 82.446 and no longer intends to beneficially utilize its rights to pole transfer Agreements but remains responsible for the potential liabilities associated therewith.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Transfer by Comstock.

- a. Comstock shall transfer all right, title, and interests associated with all telephone poles, rights of attachment, communication equipment, easements, and rights of access along the Network Map, attached as Exhibit A, to CC Communications. Such transfer shall explicitly include all right to attach, remove, replace, and/or modify existing attachments on all such poles.

2. Obligations of CC Communications.

- a. CC Communications shall accept all responsibility for maintenance, removal, or care for all poles, attachments, and communication equipment transferred pursuant to this Agreement. CC Communications shall ensure that all materials received pursuant to this agreement is operated in conformance with state and federal regulations.

3. Approval. The Parties represent and warrant that the person executing this Agreement on behalf of its Party has authority to enter into this Agreement and bind its respective party.

4. **Effective Date.** The Effective Date of this Agreement shall be upon execution of the last signature to this Agreement and the approval and execution of the Service Provider Agreement between CC Communications and Storey County.
5. **Breach and Remedies.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law of this Agreement, the rights and remedies of the parties shall be limited to the actual damages set forth herein and shall not include any consequential damages. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach. Nothing herein shall grant any third-party any rights under this Agreement.
6. **Termination.** This Agreement may be terminated by either Party for any material breach of this Agreement. Termination shall be effective upon delivery of ten (10) days written notice to the other Party of the breach and their intent to terminate. The defaulting party shall have an opportunity to cure the default within ten (10) days from receipt of the notice of breach without penalty. If the defaulting party fails to cure the default, this Agreement shall immediately terminate and the obligation of the parties shall cease.
7. **Independent Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to indebtedness, liabilities, and obligations of the other agency or any other party.
8. **Indemnification.** To the fullest extent of limited liability as set forth in this Agreement, and except for the obligations contained in this Agreement, each party shall indemnify, hold harmless and defend not excluding the other's right to participate the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in the paragraph.
9. **Choice of Law.** It is the intention of the parties hereto that this Agreement, as to its construction and performance be interpreted, and all suits and special proceedings, be construed under the laws of the State of Nevada; and, that any action, special proceeding

or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Nevada shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

10. Venue. The parties agree that any action brought arising from this Agreement shall be brought in a court of competent jurisdiction in the County of Storey, State of Nevada.

11. Modification. Any modification to this Agreement must be made in writing and signed by all parties hereto.

12. Assignment. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

13. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all other previous communications, representations, or agreements, either verbal or written, between the Parties.

14. Notices. Any notices required under the terms of this Agreement shall be made by either US Mail or hand delivery to the following:

CC Communications:
Mark Feest
899 S. Maine St.
Fallon, NV 89406

Comstock Community Television
Joe Curtis

IN WITNESS OF THE ABOVE, each Party to this Agreement has caused it to be executed on the date shown below.

CC COMMUNICATIONS

COMSTOCK

Dated ____ day of _____, 2024

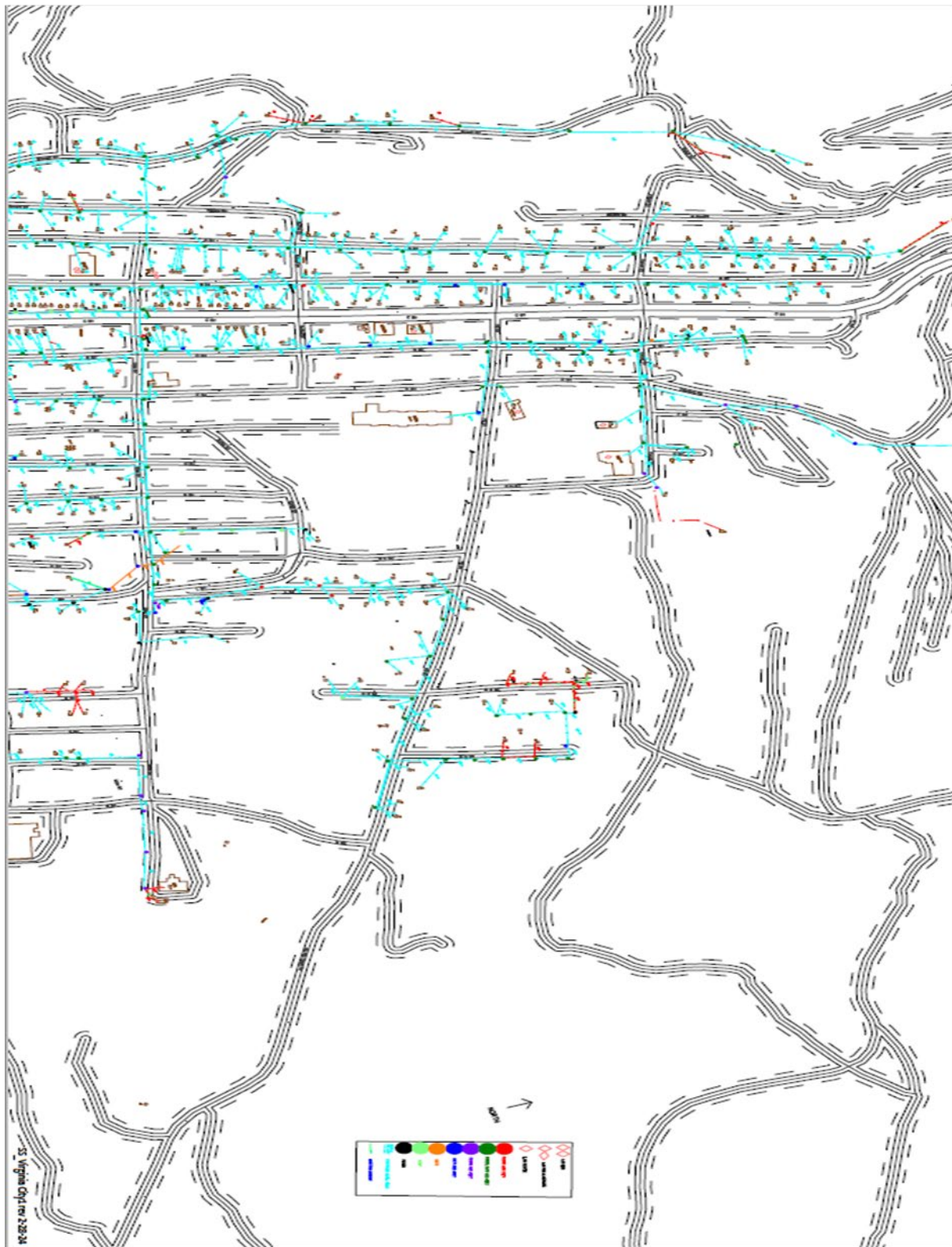
Dated ____ day of _____, 2024


Mark Feest
General Manager, CC Communications

Joe Curtis
President, Comstock Community
Television

EXHIBIT A

NETWORK MAP



	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 3/19/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Discussion and 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 partial Sales and Use Tax Abatement and Personal Property Tax Abatement for a data center planned to operate in Storey County. There are no real property tax abatements proposed. The tax abatements are subject to GOED approval per NRS 360 as a “standard partial abatement” for expansion and recycling.
- **Recommended motion:** I (commissioner) motion to direct county staff to submit a letter to GOED acknowledging an application to GOED for the specified Data Center Sales and Use Tax Abatement and Personal Property Tax Abatement for a data center planned to operate in Storey County.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** This item is subject to NRS 360 and the application to the Governor’s Office of Economic Development to receive standard GOED abatements for meeting established employee hiring, capital investment, and data center benchmarks. The abatement impacts are summarized in the attached letter from GOED. GOED will consider the abatements at its 03/21/24 meeting.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

2/16/2024

Mr. Austin Osborne
P.O. Box 176
Virginia City, NV 89440

RE: Sales & Use Tax, Modified Business Tax and Personal Property Tax Abatement
Vantage Data Centers NV11, LLC

Dear Mr. Osborne,

This is a notification of and a request for a Letter of Acknowledgment regarding **Vantage Data Centers NV11, LLC's** application to the Governor's Office of Economic Development for Data Center Sales & Use Tax Abatement, and Data Center Personal Property Tax Abatement for their operations planned in Storey County.

This will result in at least 10 new full-time jobs within five years. The company is planning to invest \$150,000,000 in capital equipment. The ten-year total economic impact is estimated to be \$42,970,241 and new tax revenue generated over ten years is estimated to be \$43,175,540.

We are under a statutory requirement to notify affected local governments prior to the public hearing where the application will be considered (NRS 360.757). We estimate the total Data Center Sales & Use Tax Abatement to be \$8,400,000 and the Data Center Personal Property Tax Abatement is estimated to be \$3,131,616 over 10 years.


A board meeting is scheduled to review this application on March 21, 2024 at 2:00 p.m. If you'd like to provide feedback about this project, we encourage you to attend this meeting and come forward during public comment.

Thank you for your attention and consideration of this request. If you have any questions, please feel free to contact this office at your convenience.

Sincerely,



Melanie Sheldon
Senior Director of Business Development

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 3/19/2024 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. 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:** Approval

- **Prepared by:** Ashley Mead

Department: Community Development

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 newbusiness license holder.

- **Supporting Materials:** See Attachments

- **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

March 11, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 19, 2024**

COMMISSIONERS Consent Agenda:

SECOND 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