



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

7/16/2024 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

This meeting will be held in person and the public is welcome to attend.

Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through Zoom.

***Join Zoom Meeting:**

<https://us02web.zoom.us/j/83946331479>

Meeting ID: 839 4633 1479

Dial by your location

+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

Find your local number: <https://us02web.zoom.us/j/83946331479>

**For additional information or supporting documents please contact the
Storey County Clerk's Office at 775-847-0969.**

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board, Storey County Highway Board and the Storey County Liquor and Licensing Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda. All matters listed under the consent agenda are considered routine and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from

the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak. Public comment is limited to 3 minutes.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**
2. **CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT (No Action)**
5. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the agenda for the July 16, 2024, meeting.

6. **CONSENT AGENDA FOR POSSIBLE ACTION:**

- I For possible action, approval of business license first readings:
 - A. Applied Staffing Solutions LLC - Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
 - B. Cheryl's Country Cottage - Home Based / 2300 Enterprise Rd. ~ Reno, NV
 - C. Delta Dirtwork - Contractor / 1300 Starview Cir. ~ Reno, NV
 - D. Goetl - Contractor / 5330 S. Durango Ste 100 ~ Las Vegas, NV
 - E. Jaxan Electric - Contractor / 6041 McLeod Dr. ~ Las Vegas, NV
 - F. Lacy J Dalton Productions LLC - Home Based / 820 Cartwright Rd. ~ Reno, NV
 - G. Lake Tahoe Overlanding - Home Based / 300 Eagle View Trl. ~ Dayton, NV
 - H. Lost in Time Ranch Art - Home Based / 2380 Wildrose Rd. ~ Reno, NV
 - I. Nextek Construction Inc. - Contractor / 890 Patriot Blvd. Ste. E ~ Reno, NV
 - J. Pavement Recycling Systems Inc. - Contractor / 10240 San Sevaine Way ~ Jurupa Valley, CA
 - K. SGS Silver State Analytical Laboratories Inc. - Out of County / 3626 E. Sunset Rd. Ste. 100 ~ Las Vegas, NV
 - L. Simpson, Gumpertz & Heger Inc. - Professional / 480 Totten Pond Rd. ~ Waltham, MA
 - M. Site Services of Nevada LLC - Out of County / 100 Sunshine Ln. ~ Reno, NV

- N. Sun Mountain Hideaway – Home Based / 81 S. B St. ~ Virginia City, NV
- O. Tesla – General / 2777 USA Parkway Ste. 101 ~ McCarran, NV
- P. The Kitchen Sink Bakery & Rotisserie - General / 32 N. C St. ~ Virginia City, NV
- Q. TVC – Out of County / 150 Brantingham Ct. ~ Dayton, NV
- R. West Springs Heating & Air Conditioning LLC – Contractor / 565 Valle Verde Dr. ~ Sparks, NV
- S. WTR Electric Inc. – Contractor / 1655 C St. ~ Sparks, NV

II Justice Court Quarterly Report.

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

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

9. **10:30 A.M. PUBLIC HEARING:**

Public Hearing to consider public comments on proposed lease of that portion of 800 South C Street known as Divide Fitness (5596 sq. ft.) to Divide Fitness LLC for a monthly rental amount of \$2,798.00 plus utilities until July 31, 2026, with a two-year renewal term.

10. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of lease of proposed lease of that portion of 800 South C Street known as "Divide Fitness" (5,596 sq. ft.) to Divide Fitness, LLC for a monthly rental amount of \$2,798.00 plus utilities until July 31, 2026, with a two-year renewal term.

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

Presentation by the Nevada Rural Housing Authority (NRHA) about rural affordable home purchase programs, and discussion and consideration for approval Resolution No. 24-740 providing for the transfer of Storey County's 2024 Private Activity Bond Volume Cap to the NRHA for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.

12. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval to direct staff to proceed with the steps necessary to create a Commercial Property Assessed Clean Energy (CPACE) Program in Storey County.

13. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval authorizing County staff to transfer \$8,000 from the State Grant Account to the Grant Match account to cover additional costs for the Comstock Historic District Survey Phase II Grant Project.

14. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval to relocate the Miner's Park monument from outside of the Miner's Park fence to inside the fence.

15. **DISCUSSION/FOR POSSIBLE ACTION:**

Special Use Permit request 2024-029. The applicant requests a special use permit for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

16. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and Possible Approval of Indenture and Grant of Easement from Storey County to the TRI General Improvement District for the Storey County owned right-of-way associated with portion of Pittsburgh Ave. per deed of dedication document 138247. The portion of Pittsburgh Ave is location McCarran, Storey County, Nevada.

17. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration of approval of Task Order 70 to the Storey County – DOWL Master Service Agreement causing reimbursement related to Storey County Master Plan update assistance and other related planning matters. DOWL will be reimbursed for time and materials related to assisting County staff with the Storey County Master Plan update, not to exceed \$50,000 for Fiscal Year 24/25. Assistance with the Master Plan update is already a part of the Planning Department budget for the Fiscal Year 24/25.

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

19. **CONSENT AGENDA FOR POSSIBLE ACTION:**

- I Adoption of Policy # O 040 Leather Helmet Subsidy which provides the approximate amount of money in which the district is paying for fire helmets to be utilized by members of the organization based on longevity, to apply a specified amount toward the purchase of a leather helmet.

20. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the purchase of a Wheeled Coach ambulance by Rocky Mountain Emergency Vehicles for the approximate amount of \$237,490.

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

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

Possible acceptance of bid and award of contract for the construction of the Lockwood Senior Center Project in Lockwood Nevada to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction. This item was continued at the 07/02/24 board meeting.

23. **DISCUSSION/FOR POSSIBLE ACTION:**

Second reading of Bill No. 142, Ordinance No. 24-330, amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision. This item was continued at the 07/02/24 board meeting.

24. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible authorization for the County Manager to sign and approve a contract from July 16 through December 31, 2024, between Storey County and Sam Shad Productions producing and airing with Nevada Newsmakers a series of television commercials, website banners and links, audio and video podcasts and YouTube clips, and social media outreach program for a total cost of \$100,000 as specified in the attached draft contract and scope of work, with an audience focus toward Nevada legislative officials and state, county, and local leadership.

25. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval directing county staff and lobbyists to prepare a legislative bill addressing a local jurisdiction's authority and ability to be noticed, comment on, participate in, negotiate terms, and to determine the outcome of Governor's Office of Economic Development (GOED) applications involving \$3.5B and \$1.0B tax abatement categories under Senate Bill 1 (2014 session), and matters involving assessor appraisals, taxation, and auditing of taxes for other State GOED tax abatement category applications, and other properly relate matters.

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

Annual presentation of Storey County Strategic Plan goals, strategies, and tactics, and possible direction to county regarding upcoming elements of the plan.

27. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the annual review and evaluation of the performance of Austin Osborne, County Manager for the time period of July 1, 2023, through June 30, 2024. The Board may, without further notice, take administrative action against Austin Osborne, County Manager, if the Board determines that such administrative action is warranted after considering the character, alleged misconduct, professional competence, or physical or mental health of Mr. Osborne. At the end of the annual performance evaluation, the Board has the right to make changes to the existing goals and objectives of the position, the right to determine whether or not to provide a merit increase, bonus, or other compensation adjustment, the right to take adverse administrative action up to and including termination, or any other such action deemed warranted by the Board.

28. **DISCUSSION/FOR POSSIBLE ACTION:**

For consideration and possible approval of business license second readings:

- A. Americom Technology LLC - Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc. - Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry - Contractor / 573 E. Second St. ~ Reno, NV
- D. NRD Nevada Roofing Division LLC - Contractor / 1277 W. 7th St. Ste. 9 ~ Reno, NV
- E. Outpost Coffee - General / 5 N. C St. ~ Virginia City, NV
- F. Pinyon Farm & Nursery LLC - Home Based / 2431 Grizzley Rd. ~ Reno, NV
- G. Plumbing NV LLC - Contractor / 1125 Broadview Ct. ~ Reno, NV
- H. Pulido & Sons Construction - Contractor / 2575 Muddy Rd. ~ Winnemucca, NV
- I. Rainbow Sounds USA - Out of County / 5421 Kietzke Ln. Ste 100 ~ Reno, NV
- J. Stericycle Inc. - General / 1655 Milan ~ McCarran, NV
- K. Terracon Consultants Inc. - Professional / 16841 S. Ridgview Rd. ~ Olathe, KS
- L. Tesla Inc. - General / 450 Pittsburgh ~ McCarran, NV
- M. Trojan Wall Products - Contractor / 2219 Grand Ave. ~ Sacramento, CA

29. **PUBLIC COMMENT (No Action)**

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

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410.

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Drema Smith, Administrative Assistant to Storey County, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 7/11/2024; Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at: <https://www.storeycounty.org/agendacenter>

By *Drema Smith*
Drema Smith
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/16/2024 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 July 16, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema Smith

Department: Commissioners

Contact Number: 7758470968

- **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: 7/16/2024 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. Applied Staffing Solutions LLC – Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
- B. Cheryl’s Country Cottage – Home Based / 2300 Enterprise Rd. ~ Reno, NV
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- J. Pavement Recycling Systems Inc. – Contractor / 10240 San Sevaine Way ~ Jurupa Valley, CA
- K. SGS Silver State Analytical Laboratories Inc. – Out of County / 3626 E. Sunset Rd. Ste. 100 ~ Las Vegas, NV
- L. Simpson, Gumpertz & Heger Inc. – Professional / 480 Totten Pond Rd. ~ Waltham, MA
- M. Site Services of Nevada LLC – Out of County / 100 Sunshine Ln. ~ Reno, NV
- N. Sun Mountain Hideaway – Home Based / 81 S. B St. ~ Virginia City, NV
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- Q. TVC – Out of County / 150 Brantingham Ct. ~ Dayton, NV
- R. West Springs Heating & Air Conditioning LLC – Contractor / 565 Valle Verde Dr. ~ Sparks, NV
- S. WTR Electric Inc. – Contractor / 1655 C St. ~ Sparks, 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

July 08, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 16, 2024**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Applied Staffing Solutions LLC** – Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
- B. Cheryl's Country Cottage** – Home Based / 2300 Enterprise Rd. ~ Reno, NV
- C. Delta Dirtwork** – Contractor / 1300 Starview Cir. ~ Reno, NV
- D. Goettl** – Contractor / 5330 S. Durango Ste 100 ~ Las Vegas, NV
- E. Jaxan Electric** – Contractor / 6041 McLeod Dr. ~ Las Vegas, NV
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- G. Lake Tahoe Overlanding** – Home Based / 300 Eagle View Trl. ~ Dayton, NV
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- K. SGS Silver State Analytical Laboratories Inc.** – Out of County / 3626 E. Sunset Rd. Ste. 100 ~ Las Vegas, NV
- L. Simpson Gumpertz & Heger Inc.** – Professional / 480 Totten Pond Rd. ~ Waltham, MA
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- S. WTR Electric Inc.** – Contractor / 1655 C St. ~ Sparks, 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: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Consent Agenda

- **Title:** Justice Court Quarterly Report.

- **Recommended motion:** Approve.

- **Prepared by:** Eilleen Herrington

Department: Justice Court

Contact Number: 1775847-0962

- **Staff Summary:** Justice Court Quarterly Report.

- **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

Virginia Township Justice Court ~ Storey County, Nevada

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

FILED

775-847-0962 • Facsimile: 775-847-0915

www.storeycounty.org

2024 JUL -1 PM 2:31

STOREY COUNTY CLERK

BY M. MOOREHEAD
DEPUTY

July 1, 2024

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for April, May, and June, 2024.

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

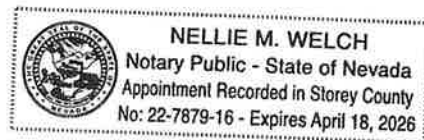


E.F. Herrington, Justice of the Peace
Virginia Township Justice Court

Subscribed and sworn before me

This 1st day of July, 2024

N. Welch
Justice Court Deputy Clerk



EOM APRIL 2024

Disbursed Total

59,021.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,468.00	195
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	418.00	195
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	12,714.00	199
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	611.00	189
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	100.00	1
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,905.00	37
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	56.25	3
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	2,425.75	3
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	120.00	2
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	24,009.00	175
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	2,060.00	192
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	17.00	4
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	7,221.00	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,456.00	193
1F STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	4,355.00	51
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	75.00	3

*** End of Report ***

Account Activity Summary

Court: Virginia Township Justice Court

From: 04/01/2024 00:00:00 To: 04/30/2024 23:59:00

Payment For: Court Costs, Bond

Include Accounts with \$0: Yes

Account Type: Disbursement, Holding

Accounts: AA Fee - Justice, AA Fee - Juvenile, AA Fee - State, AA Fee - State, Blackjack Fee, Civil Bond Holding, Civil Fees - Court Account, Civil Fees - Court Account, Civil Fees, Civil Fees, Civil Penalties County, Collection Fee, Community Service Fee, Court Facility Fee, Genetic Marker Analysis, Late Fee, NSF Fee, Overpayment, Overpayment Holding, Payment Plan Fee, Specialty Court Fee, Stop Payment Fee

Court Fee	Account Number	Amount
AA Fee - Justice	187-000-35104	\$63.00
AA Fee - Juvenile	001-000-35103	\$18.00
AA Fee - State (AOC)	170-000-34206	\$0.00
AA Fee - State (General)	170-000-35114	\$515.67
Blackjack Fee	187-35126-000	\$0.00
Civil Bond Holding	001-29709-000	\$0.00
Civil Fees	001-000-34204	\$0.00
Civil Fees	N/A	\$0.00
Civil Fees - Court Account	187-000-35125	\$0.00
Civil Fees - Court Account	N/A	\$0.00
Civil Penalties County	001-000-35109	\$1,110.00
Collection Fee	N/A	\$0.00
Community Service Fee	187-35126-000	\$0.00

Account Activity Summary

Court Facility Fee	187-000-35111		\$80.00
Genetic Marker Analysis	180-000-35101		\$24.00
Late Fee	187-35126-000		\$0.00
NSF Fee	N/A		\$0.00
Overpayment	001-000-35109		\$0.00
Overpayment Holding	N/A		\$0.00
Payment Plan Fee	187-35126-000		\$0.00
Specialty Court Fee	170-000-34217		\$56.00
Stop Payment Fee	N/A		\$0.00
			\$1,866.67

EOM MAY 2024

Disbursed Total

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,432.00	190
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	412.00	190
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	12,966.00	195
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	631.00	192
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	300.00	1
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,765.00	39
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	37.50	2
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	150.00	4
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	3,384.25	6
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	180.00	3
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	16.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	26,559.00	188
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	2,010.00	186
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	25.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	10.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	9,959.25	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,427.00	191
1F STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	4,575.00	42
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	5.00	3
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	50.00	2

*** End of Report ***

65,894.00

Account Activity Summary

Court: Virginia Township Justice Court

From: 05/01/2024 00:00:00 To: 05/31/2024 23:59:00

Payment For: Court Costs, Bond

Include Accounts with \$0: Yes

Account Type: Disbursement, Holding

Accounts: AA Fee - Justice, AA Fee - Juvenile, AA Fee - State, AA Fee - State, Blackjack Fee, Civil Bond Holding, Civil Fees - Court Account, Civil Fees - Court Account, Civil Fees, Civil Fees, Civil Penalties County, Collection Fee, Community Service Fee, Court Facility Fee, Genetic Marker Analysis, Late Fee, NSF Fee, Overpayment, Overpayment Holding, Payment Plan Fee, Specialty Court Fee, Stop Payment Fee

Court Fee	Account Number	Amount
AA Fee - Justice	187-000-35104	
AA Fee - Juvenile	001-000-35103	\$84.00
AA Fee - State (AOC)	170-000-34206	\$24.00
AA Fee - State (General)	170-000-35114	\$0.00
Blackjack Fee	187-35126-000	\$693.67
Civil Bond Holding	001-29709-000	\$0.00
Civil Fees	001-000-34204	\$0.00
Civil Fees	N/A	\$0.00
Civil Fees - Court Account	187-000-35125	\$0.00
Civil Fees - Court Account	N/A	\$0.00
Civil Penalties County	001-000-35109	\$0.00
Collection Fee	N/A	\$1,320.00
Community Service Fee	187-35126-000	\$0.00

Court Facility Fee	187-000-35111		\$120.00
Genetic Marker Analysis	180-000-35101		\$36.00
Late Fee	187-35126-000		\$0.00
NSF Fee	N/A		\$0.00
Overpayment	001-000-35109		\$0.00
Overpayment Holding	N/A		\$0.00
Payment Plan Fee	187-35126-000		\$0.00
Specialty Court Fee	170-000-34217		\$84.00
Stop Payment Fee	N/A		\$0.00
			\$2,361.67

FROM JUNE 2024

Disbursed Total

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,190.00	161
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	340.00	161
(GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	10,255.00	167
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	502.00	158
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	876.00	23
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	56.25	3
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	300.00	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	2,438.50	5
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	130.00	3
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	22,306.00	164
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,675.00	161
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F OVERPAYMENTS TO COUNTY001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	6.00	2
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	6,959.25	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,173.00	160
1F STATE PERMANENT SCHOOL FINE/FORE/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	1,875.00	27
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	3.00	2
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	75.00	3

*** End of Report ***

Account Activity Summary

Run Date: 06/28/2024 10:02:32

Court: Virginia Township Justice Court

From: 06/01/2024 00:00:00 To: 06/30/2024 23:59:00

Payment For: Court Costs, Bond

Include Accounts with \$0: Yes

Account Type: Disbursement, Holding

Accounts: AA Fee - Justice, AA Fee - Juvenile, AA Fee - State, AA Fee - State, Blackjack Fee, Civil Bond Holding, Civil Fees - Court Account, Civil Fees - Court Account, Civil Fees, Civil Fees, Civil Penalties County, Collection Fee, Community Service Fee, Court Facility Fee, Genetic Marker Analysis, Late Fee, NSF Fee, Overpayment, Overpayment Holding, Payment Plan Fee, Specialty Court Fee, Stop Payment Fee

Court Fee	Account Number	Amount
AA Fee - Justice	187-000-35104	\$21.00
AA Fee - Juvenile	001-000-35103	\$6.00
AA Fee - State (AOC)	170-000-34206	\$0.00
AA Fee - State (General)	170-000-35114	\$178.00
Blackjack Fee	187-35126-000	\$0.00
Civil Bond Holding	001-29709-000	\$0.00
Civil Fees	001-000-34204	\$0.00
Civil Fees	N/A	\$0.00
Civil Fees - Court Account	187-000-35125	\$0.00
Civil Fees - Court Account	N/A	\$0.00
Civil Penalties County	001-000-35109	\$350.00
Collection Fee	N/A	\$0.00
Community Service Fee	187-35126-000	\$0.00

Court Facility Fee	187-000-35111		\$30.00
Genetic Marker Analysis	180-000-35101		\$9.00
Late Fee	187-35126-000		\$0.00
NSF Fee	N/A		\$0.00
Overpayment	001-000-35109		\$0.00
Overpayment Holding	N/A		\$0.00
Payment Plan Fee	187-35126-000		\$0.00
Specialty Court Fee	170-000-34217		\$21.00
Stop Payment Fee	N/A		\$0.00
			\$615.00



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** Public Hearing to consider public comments on proposed lease of that portion of 800 South C Street known as Divide Fitness (5596 sqft.) to Divide Fitness LLC for a monthly rental amount of \$2,798.00 plus utilities until July 31, 2026, with a two-year renewal term.
- **Recommended motion:** No motion or action required other than to consider comments regarding the proposed lease.
-
- No motion or action required other than to consider comments regarding the proposed lease.
- **Prepared by:** Jennifer McCain

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** It is proposed that the Divide Fitness located at 800 South C Street to be leased to Divide Fitness LLC for a monthly rental of \$2,798.00 plus utilities until July 31, 2026, and that the lease be renewable for an additional two-year term. A lease of this nature is authorized by NRS 244.2833 but requires that there be a public hearing after public notice is published in a newspaper to consider comments regarding the proposed lease from members of the public. This agenda item provides for the required public hearing. Notice of the public hearing was published in the Comstock Chronicle on June 28, 2024, and July 5, 2024.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Divide Fitness Inc. a Nevada corporation ("Lessee"), and Storey County, a political subdivision of the State of Nevada ("Lessor") this 6th day of August, 2024 (its effective date).

ARTICLE I - LEASED PREMISES

Section 1.01. Leased Premises. The term "Leased Premises" means Landlord is leasing to Lessee, the premises located at *800 South C Street Virginia City, NV 89440*. Specifically, Lessee is leasing: the southern portion of the building, being a space commonly known as The Divide Fitness Gym which utilizes 3,720± square-feet of the first floor and the entire mezzanine area being 1876± square-feet, for a total area used of 5,596± square-feet.

Section 1.02. Demise of Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Leased Premises, on the terms and conditions set forth in this Lease.

ARTICLE II - TERM

Section 2.01. Effective Date. The effective date of the Lease ("Effective Date") will be as set forth above under Lease Agreement.

Section 2.02. Term. The term of this Lease will be for a period of up to two years subject to earlier termination by Lessee upon 30 days notice to Lessor and commencing on the Effective Date and ending two years from the Effective Date; The lease is renewable for an additional 2 years and is automatically renewed unless a notice of termination in writing is provided at least 90 days prior to the expiration of the initial term. Either party may terminate this lease at any time upon providing written notice of the termination 90 days in advance of the termination.

ARTICLE III - RENTAL AND RELATED CHARGES

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises; the sum set of TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$2,798.00) per month. Rent is due the first day of every month for the upcoming month. First payment for August 2024, will be prorated for August 6-31, 2024, at \$2,347.76 with all upcoming months at the specified amount. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month.

All rent and other sums payable to the LESSOR under this Lease shall be paid to the LESSOR at LESSOR's address for notices under this Lease or to such other person or at such other place as LESSOR may from time to time designate in writing.

Section 3.02. Utilities. LESSEE will pay the 50% of the average of the prior year's invoices for the following utilities beginning with \$101.96 per month for water; \$177.15 per month for propane; and \$483.48 per month for electricity. All payments will be paid directly to the LESSOR with the monthly lease payments. Monthly utility payments will be recalculated in July of each year and new payment amounts will begin August of the same year. LESSEE shall pay for phone service. Cable, and satellite radio for gym use.

Article IV - USE AND MAINTENANCE

Section 4.01 Use of Property. LESSEE'S use of the property shall be as a membership fitness business which may be used by members up to twenty-four (24) hours per day and seven (7) days per week.

Section 4.02 Use of Parking Lot and Maintenance. Lessee shall have the right to utilize available parking for Divide Fitness Inc. members and staff. Lessor shall provide parking lot maintenance including snow removal with the understanding that snow removal may be limited to a Monday through Friday basis due to County staff availability.

Section 4.03 Improvements. LESSEE may make alterations and improvements to the premises after obtaining LESSOR'S written consent. At any time before this lease ends, LESSEE may remove any of LESSEE'S alterations and improvements, as long as LESSEE repairs any damage caused by attaching the items to or removing them from the premises. At the conclusion of the lease, the LESSOR, at its discretion, may require the LESSEE to remove any alterations and/or improvements LESSEE made to the property. Written consent is not required for decorating purposes i.e.: pictures.

Section 4.04 Maintenance. LESSOR will maintain and make all necessary repairs to the following parts of the building in which the leased premises are located: Roof; Foundation and structural components; Exterior walls; Interior walls; Exterior doors and windows; Major plumbing system; Sewage disposal; and electrical system. LESSEE will maintain the leased premises and keep in good condition except those specified above as being LESSOR'S responsibility.

ARTICLE V – INSURANCE

Section 5.01 INSURANCE REQUIREMENTS. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that might

arise out of this Lease. LESSEE is free to purchase such additional insurance as Lessee determines necessary.

Section 5.02 MINIMUM SCOPE AND LIMITS OF INSURANCE. Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (Damage to Rented Premises)	\$100,000

The policy shall be endorsed to include the following additional insured language:
"Storey County shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Lease."

B. Property Insurance

Coverage for Lessee's tenant improvements Replacement Value

Coverage on building (required if Lessee is sole occupant) Replacement Value

- a. Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement.
- b. The State of Nevada shall be named as a loss payee on property coverage for tenant improvements.
- c. If property coverage on the building is required, "Storey County shall be named as a loss payee".
- d. Policy shall contain a waiver of subrogation against the Storey County.

Section 5.03 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions: 1) On insurance policies where the Storey County is named as an additional insured, the Storey County shall be an additional insured to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by this Lease. 2) The LESSEE's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Section 5.04 NOTICE OF CANCELLATION. Any contract for insurance for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the Storey County, except when cancellation is for non-payment of premium, then ten (10) days prior

notice may be given. Such notice shall be sent directly to LESSOR. Should LESSEE fail to provide State timely notice, LESSEE will be considered in breach and subject to cure provisions set forth within this contract.

Section 5.05 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. Storey County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Section 5.06 VERIFICATION OF COVERAGE. LESSEE shall furnish the LESSOR with certificates of insurance (ACORD form or equivalent approved by the LESSOR) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the LESSOR before the Lease commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of this Lease and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required by this Lease shall be sent directly to the LESSOR. The LESSOR reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

Section 5.07 APPROVAL. Any modification or variation from the insurance requirements in this Lease must have prior approval from the LESSOR, whose decision shall be final. Such action will not require a formal lease amendment, but may be made by administrative action.

VI. MISCELLANEOUS

Section 6.01 Taxes. LESSEE will pay all personal property taxes levied and assessed against Tenant's personal property as well as the value of the lease as calculated and required by NRS 361.257; 361.227 and 361.2275. LESSOR is responsible for all personal and real property taxes levied and assesses against LESSOR's personal property and real property.

Section 6.02 Damage to Premises. If the premises are damaged through fire or other cause not the fault of LESSEE, LESSEE will owe no rent for any period during which LESSEE is substantially deprived of the use of premises. Loss of revenue by LESSEE will be subtracted from monthly rent until loss is repaid to tenant in full. If LESSEE is substantially deprived of the use of the premises for more than 90 days because of such damage, LESSEE may terminate lease by written notice of termination to LESSOR. Upon termination of the lease by either LESSEE or LESSOR no further obligation for loss of use is required.

SECTION 6.03 Quiet Enjoyment. As long as LESSEE is not in default under the terms of this lease. LESSEE will have the right to occupy the premises peacefully and without interference.

Section 6.04 Disputes. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each Party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to arbitration before an arbitrator mutually selected by the parties.

Section 6.05 Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

Section 6.06 Notices: All notices must be in writing. A notice may be delivered to a party at the address that follows a Party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail or by overnight courier.

Section 6.07 Governing Laws: This lease will be governed by and construed in accordance with the laws of the State of Nevada.

Section 6.08 Modification: This lease may be modified only by a written agreement signed by all the parties.

Section 6.09 Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

Section 6.10 Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceable will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to extent necessary to render it valid and enforceable.

Dated this _____ day of _____, 2024.

Jessica Fain, President Divide Fitness Inc.

Dated this _____ day of _____, 2024

Jay Carmona, Chairman Storey County Board of Commissioners

Attest:

Jim Hindle Storey County Clerk/Treasurer

A LEASE ANALYSIS OF
800 SOUTH “C” STREET
VIRGINIA CITY, STOREY COUNTY, NEVADA
DIVIDE FITNESS

OWNED BY
STOREY COUNTY

APPRAISED FOR
AUSTIN OSBORNE COUNTY MANAGER
STOREY COUNTY
124 SOUTH “E” STREET
VIRGINIA CITY, NEVADA 89440

AS OF
APRIL 24, 2024

DATE OF REPORT
APRIL 29, 2024

SUBMITTED BY
ANTHONY J. WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER #A.0000090-CG

A Lease Analysis of
800 South “C” Street
Virginia City, Storey County, Nevada
Divide Fitness

Owned by
Storey County

Appraised For
Austin Osborne
County Manager
Storey County
124 South “E” Street
Virginia City, Nevada 89440

As Of
April 24, 2024

Date of Report
April 29, 2024

Submitted By
Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

ANTHONY J. WREN AND ASSOCIATES

P.O. BOX 20867
RENO, NEVADA 89515
(775) 329-4221

TONY WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER

SUSAN WREN
RESIDENTIAL APPRAISER (1984-2022)

April 29, 2024

Austin Osborne
County Manager
Storey County
124 South "E" Street
Virginia City, Nevada 89440

RE: A lease analysis of Divide Fitness, Virginia City, Nevada

Dear Mr. Osborne:

At your request, I have completed a lease analysis and prepared the following appraisal report for the property referenced above. The purpose of my lease analysis is to estimate the rental value of Divide Fitness as of the date of valuation. The property consists of Divide Fitness located in Virginia City, Storey County, Nevada.

The subject property is appraised as a fee simple estate. Fee simple estate is defined in the body of the report.

The function of this report is the use by Austin Osborne, for use in a negotiating a lease of the property. Any other utilization of this report without the prior written consent of the signer of this report is prohibited.

The accompanying appraisal report is being prepared in conformance with this appraiser's understanding of the current Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Supplemental Standards of the Appraisal Institute.

The appraiser attests that he has the knowledge and experience to complete this assignment and has appraised this type of property before.

The following report provides a summary physical description of the subject and a review of all the pertinent data analyzed in forming estimates of value for the subject property.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding acceptance of this assignment.

Based on an examination and study made, I have formed the opinion that as of the dates of value, the estimated Rental Value for the property is:

April 24, 2024

**RECOMMENDED MONTHLY RENT
(\$2,798)**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Anthony J. Wren". The signature is written in a cursive style with a large initial 'A'.

Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	The subject property is located on the west side of South "C" Street northwest of Ophir Grade.	
APN:	001-042-13	
Owner of Record:	Storey County	
Zoning:	CR (Commercial Residential)	
Leased Area:	5,596± Square Feet	
Present Use:	Divide Fitness	
Highest and Best Use:	Retail	
Effective Date of Value:	April 24, 2024	
Date of Report:	April 29, 2024	
<u>VALUE CONCLUSIONS</u>	April 24, 2024	\$2,798 per Month

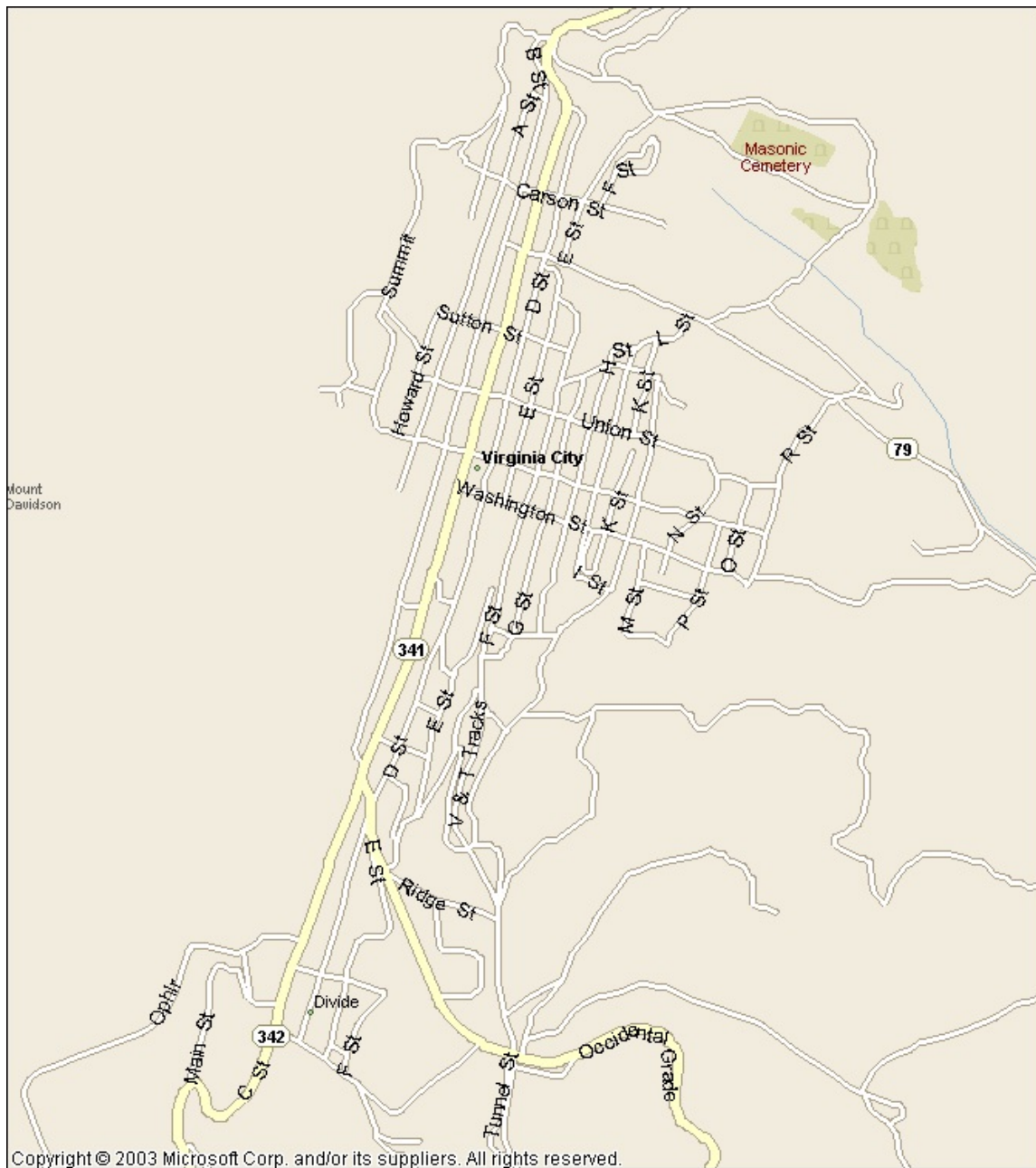
STATE MAP



AREA MAP



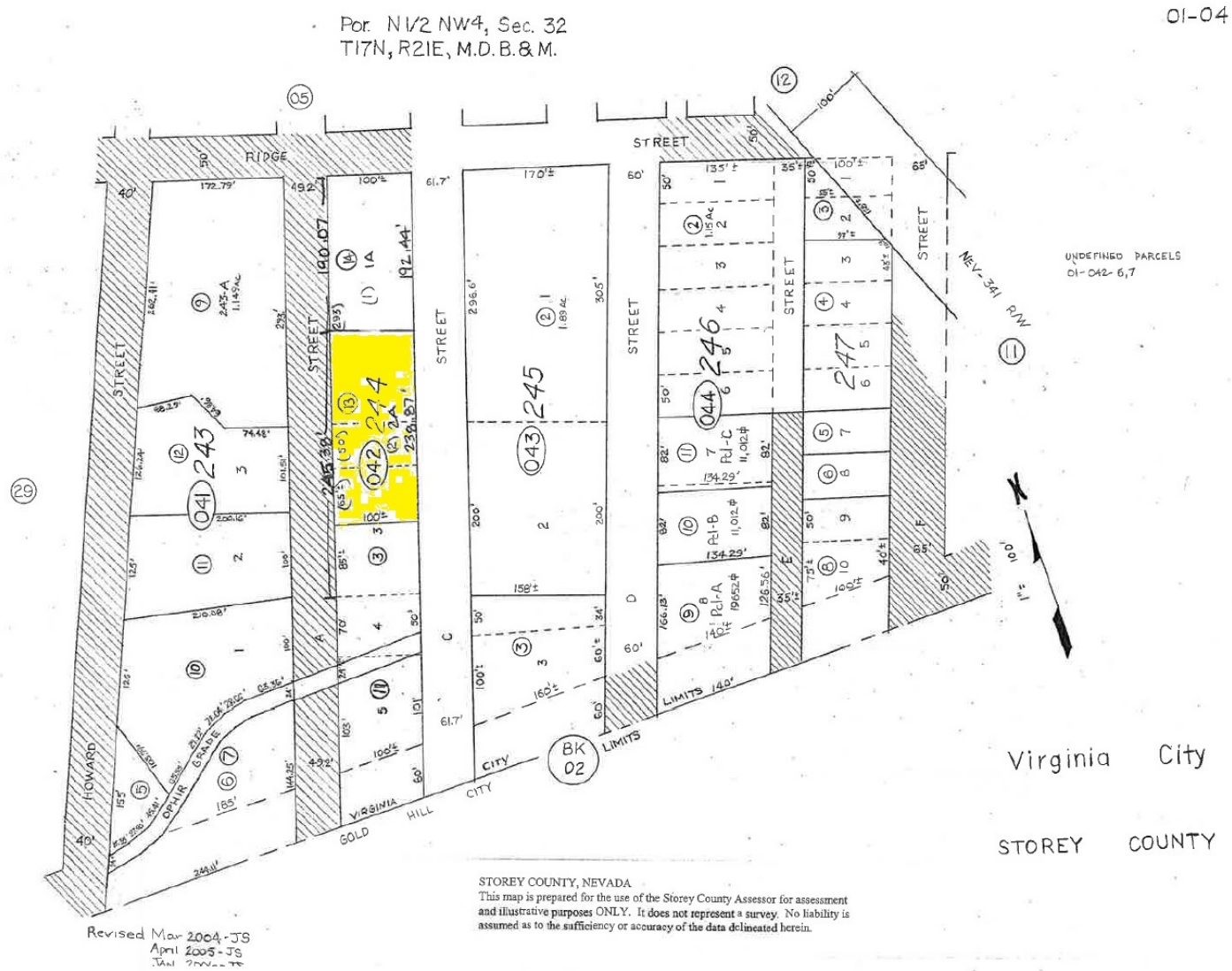
VIRGINIA CITY MAP



[illegible]

Anthony J. Wren, MAI, SRA
#7745

ASSESSOR'S PARCEL MAP



GOOGLE AERIAL MAP



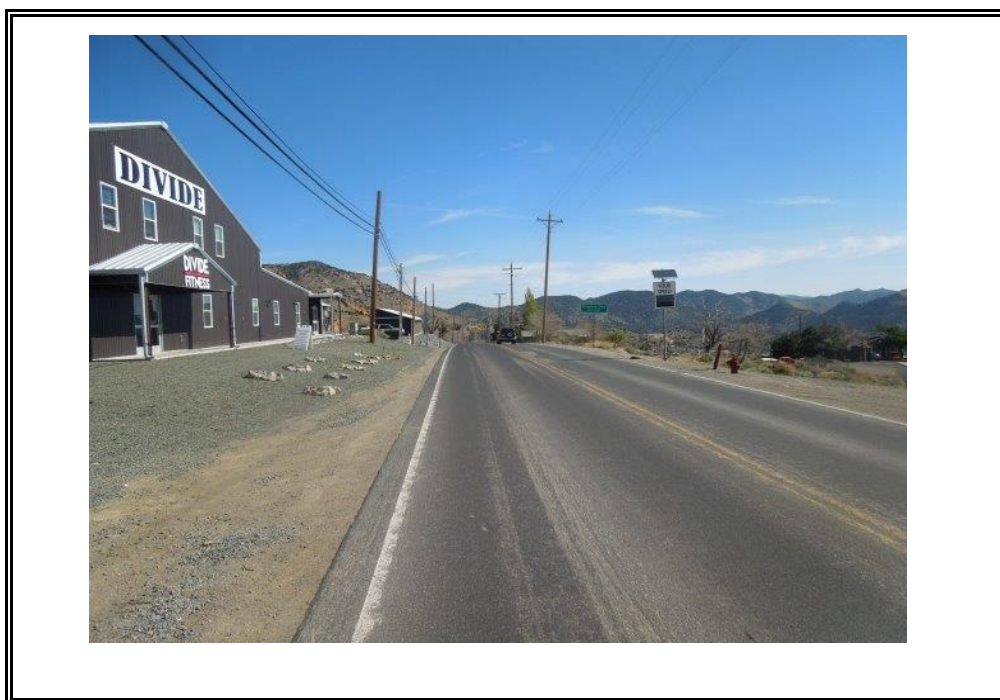
GOOGLE AERIAL MAP



SUBJECT PROPERTY PHOTOGRAPHS



View of the subject property



View of "C" Street

SUBJECT PROPERTY PHOTOGRAPHS

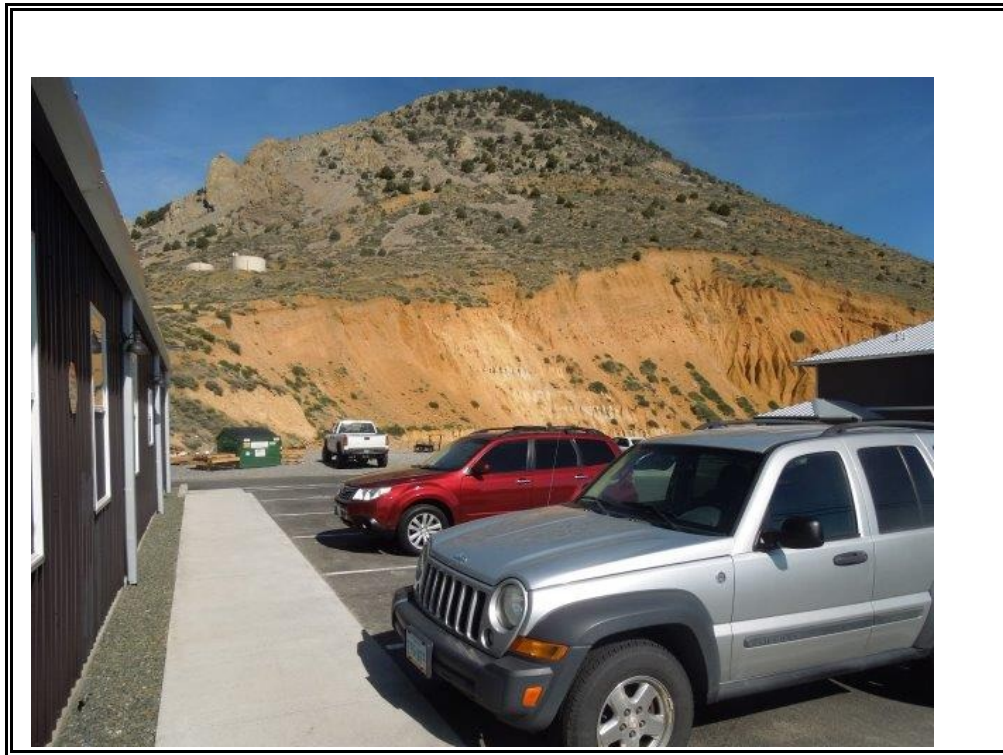


View of the subject property

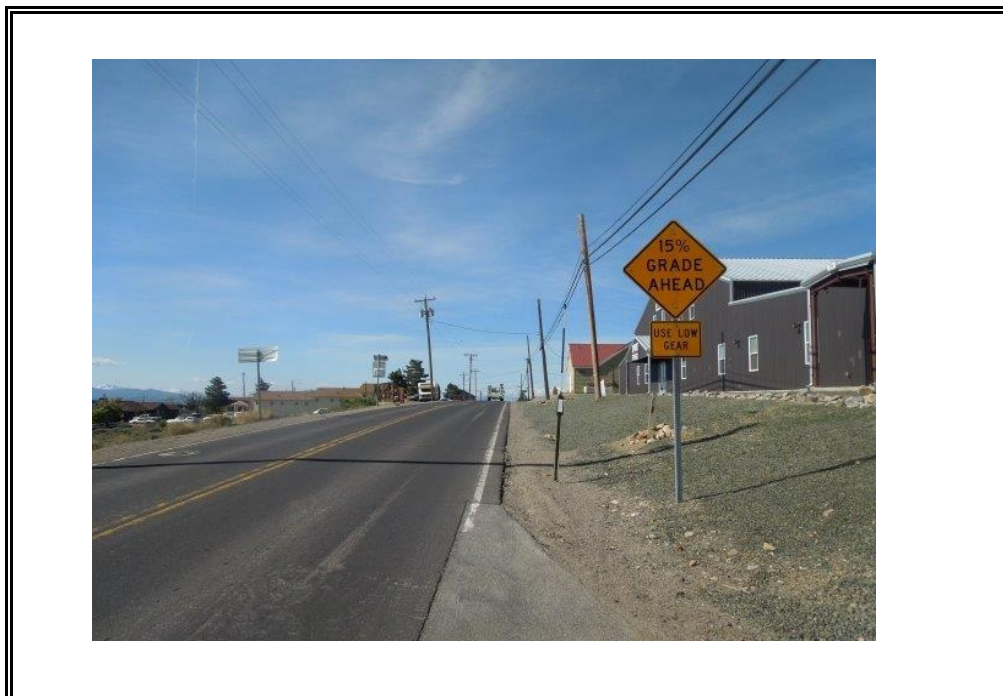


View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS



Parking Area



View of "C" Street

SUBJECT PROPERTY PHOTOGRAPHS



South "C" Street



Parking Area and Entry

SUBJECT PROPERTY PHOTOGRAPHS

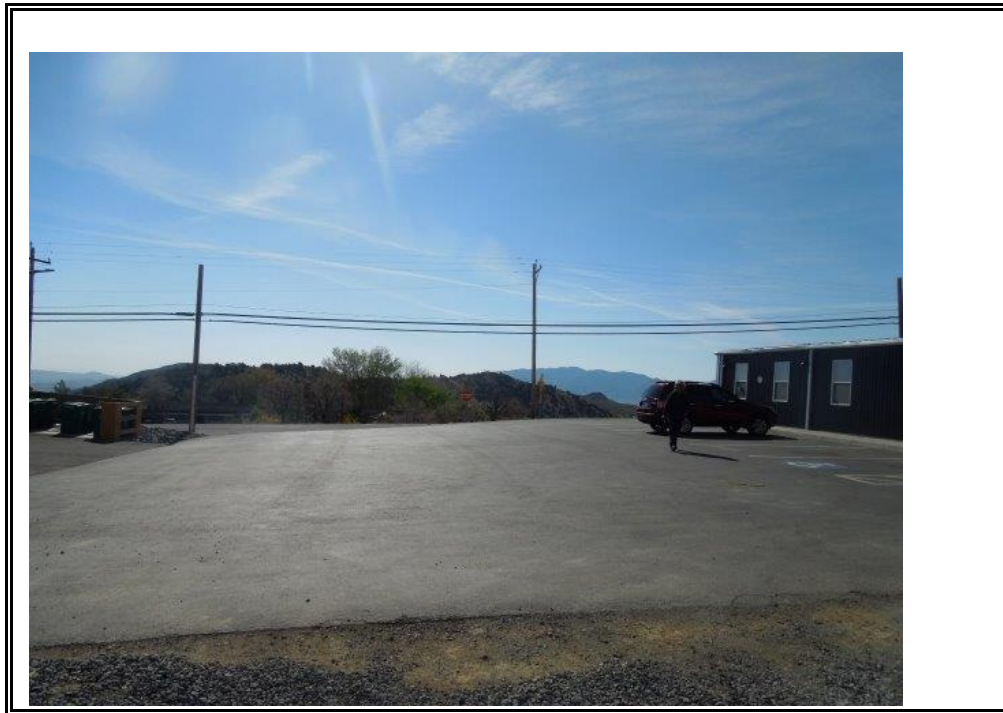


View of the subject property



View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS

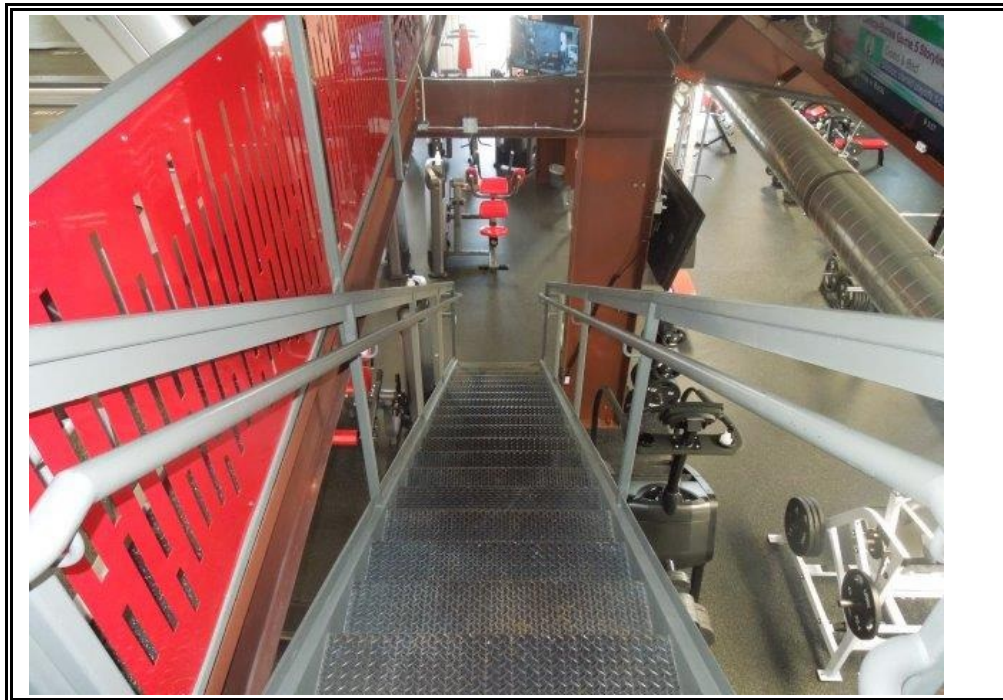


View of the subject property

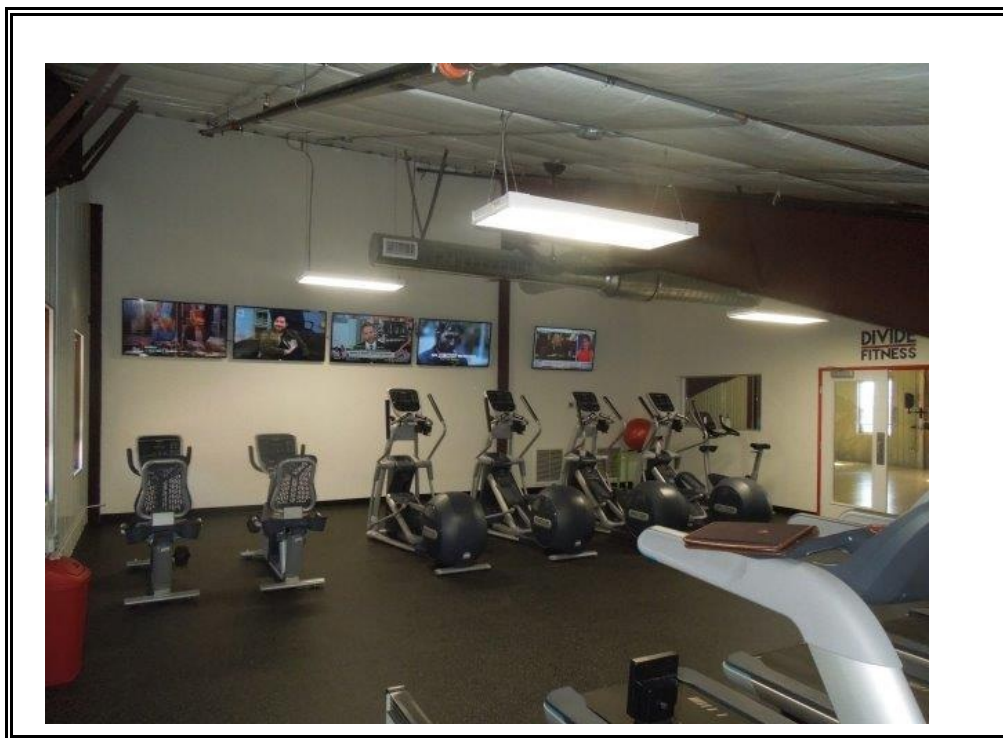


View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS



Mezzanine



Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS

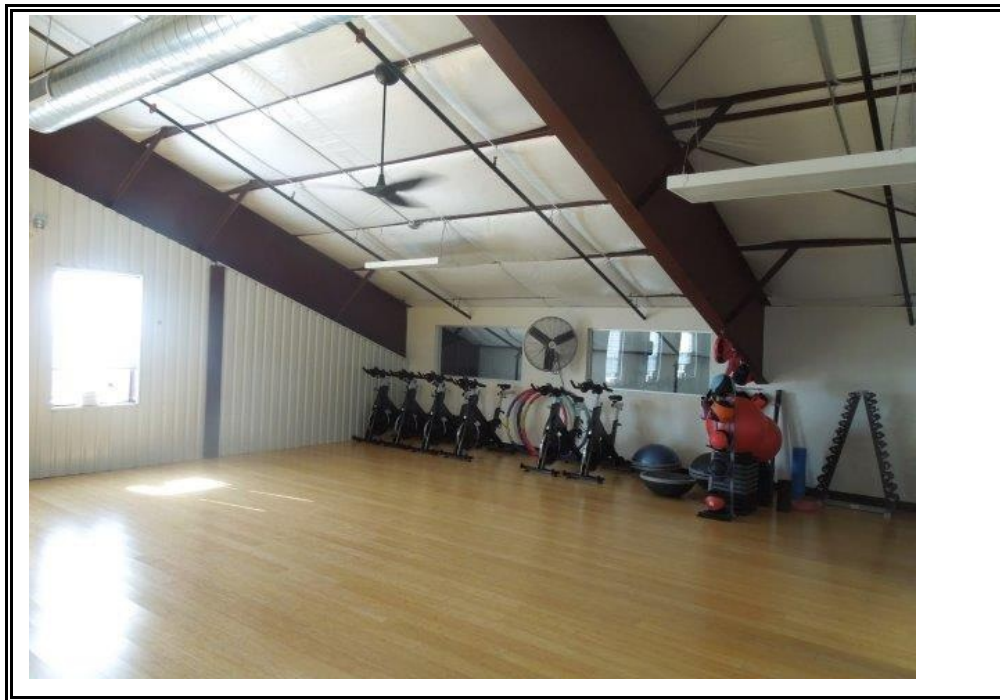


Mezzanine

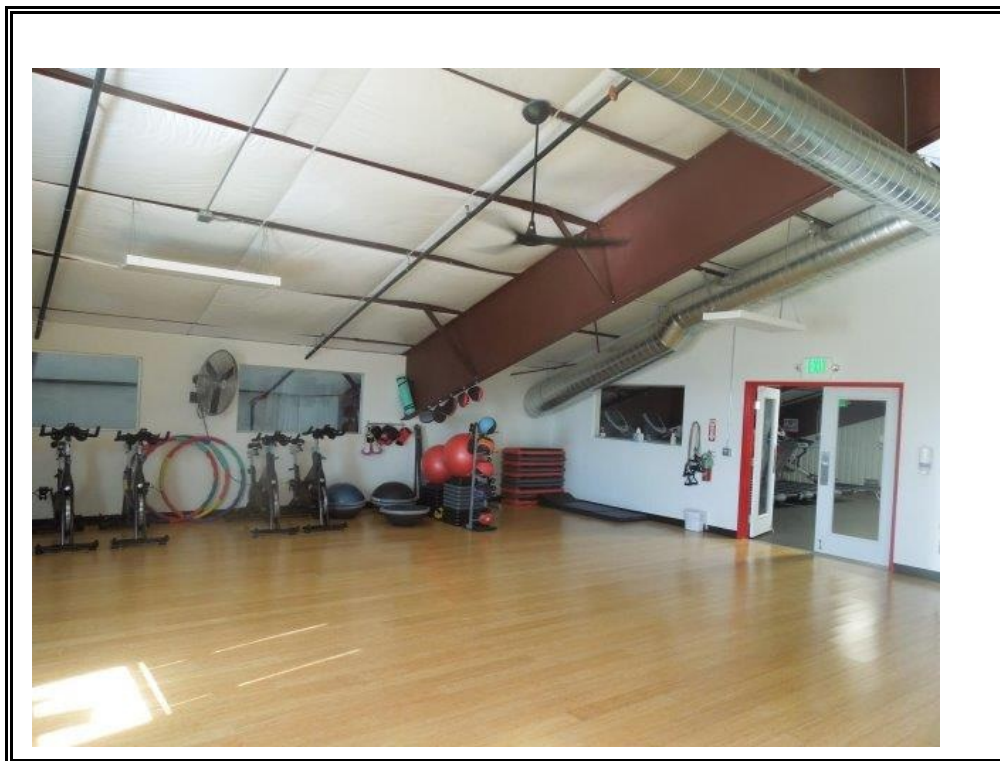


Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS



Mezzanine

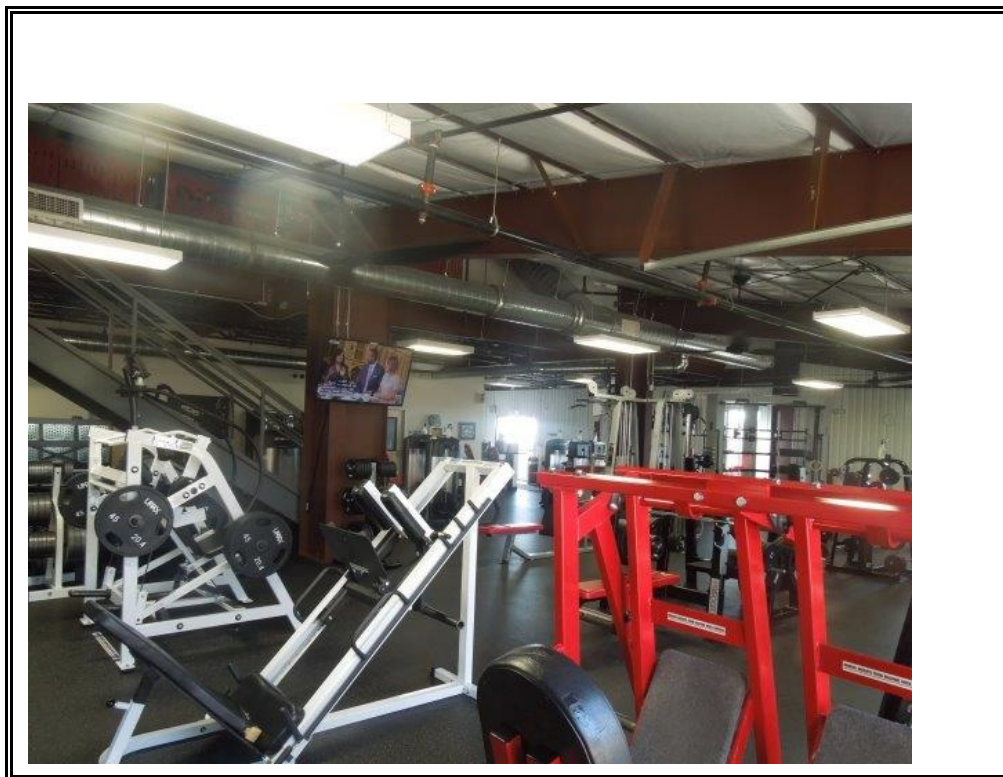


Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS

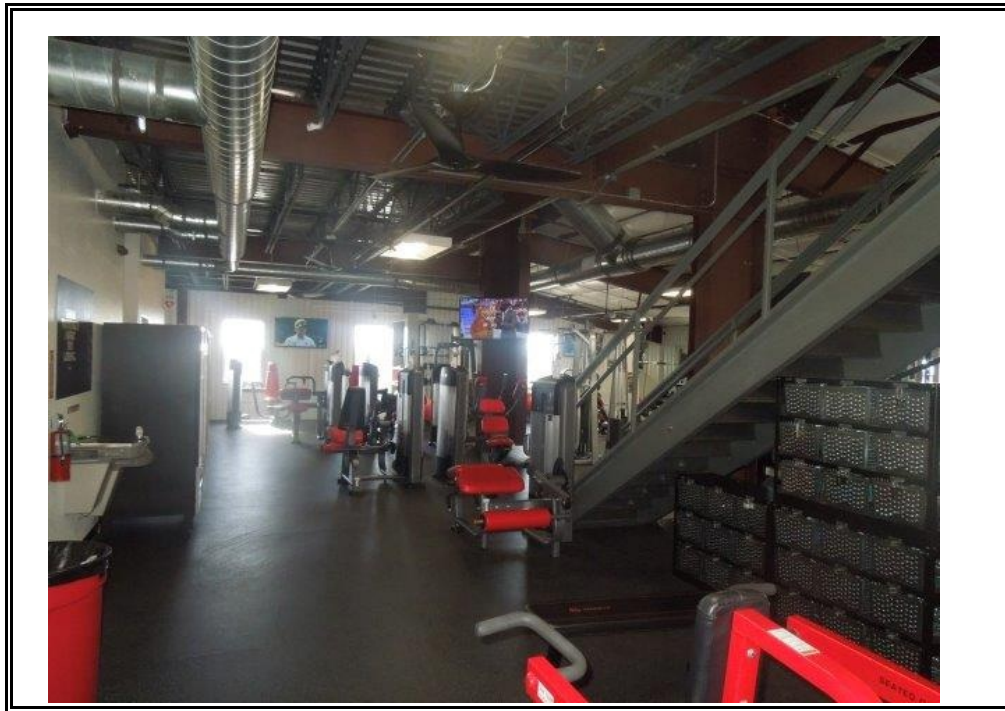


Gym area

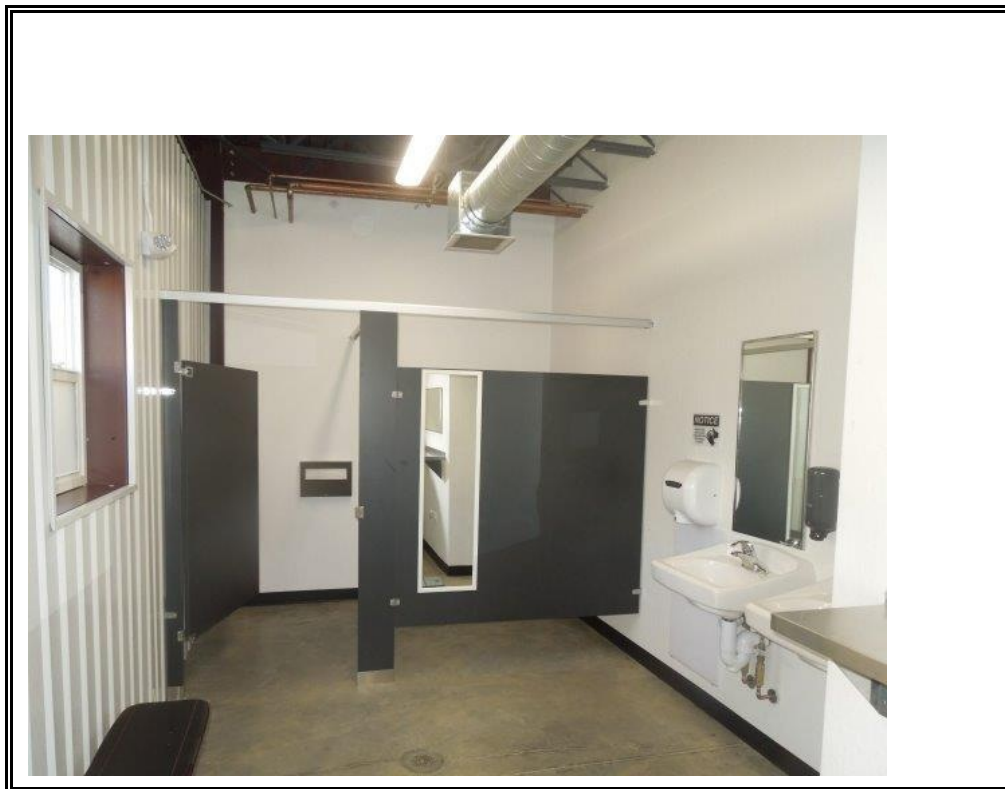


Gym area

SUBJECT PROPERTY PHOTOGRAPHS

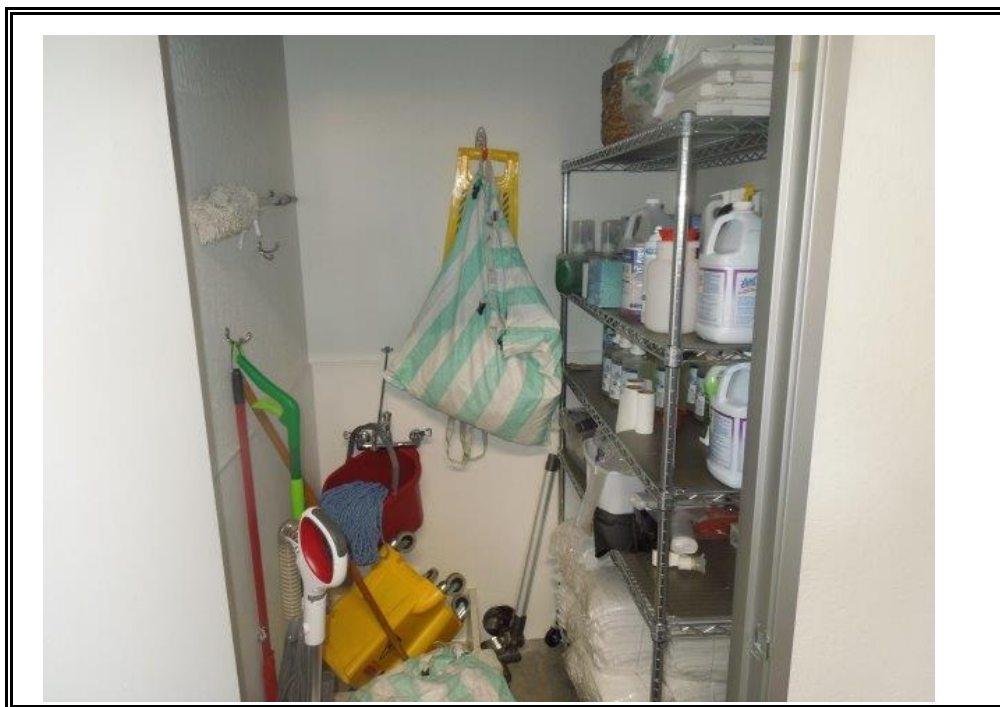


Gym area



Gym bath

SUBJECT PROPERTY PHOTOGRAPHS

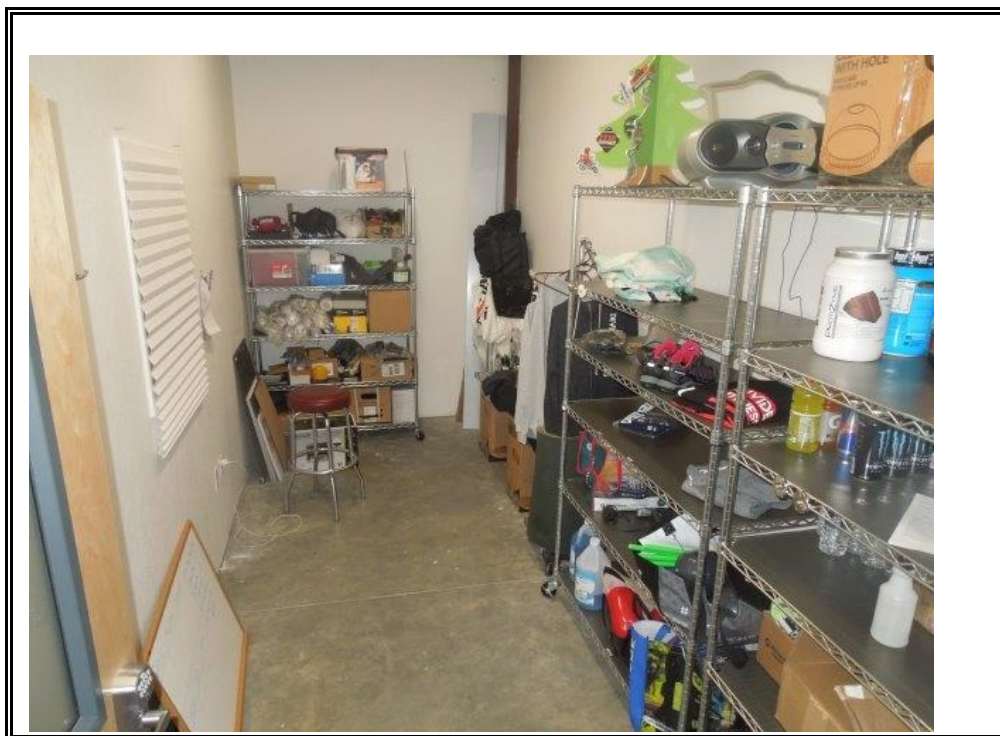


Storage Closet

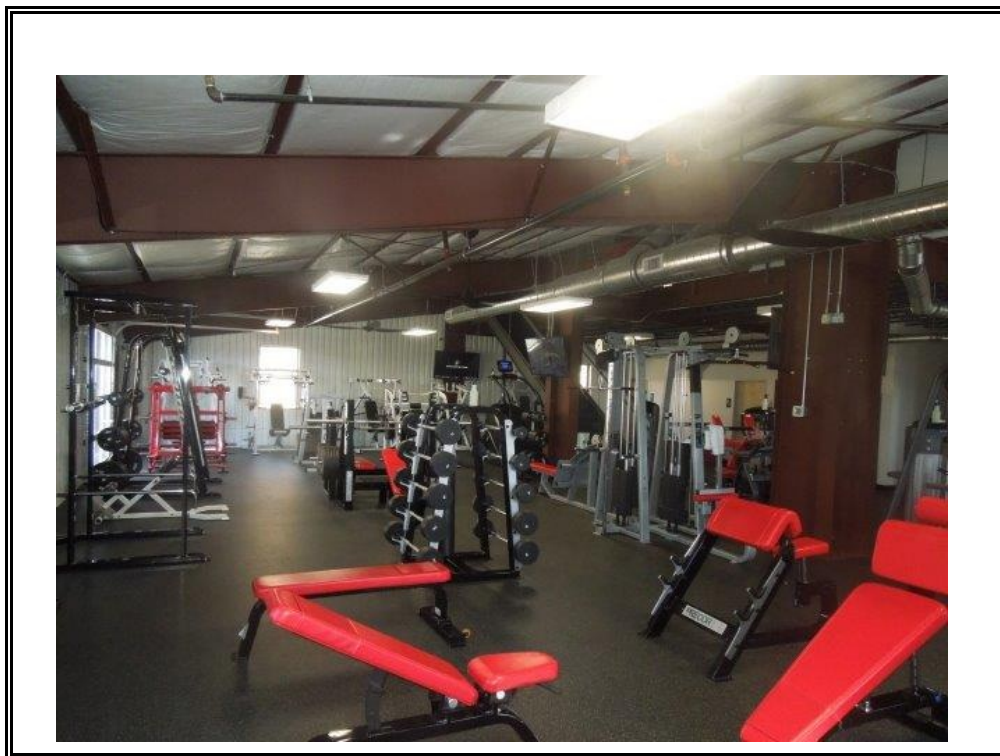


Gym bath

SUBJECT PROPERTY PHOTOGRAPHS

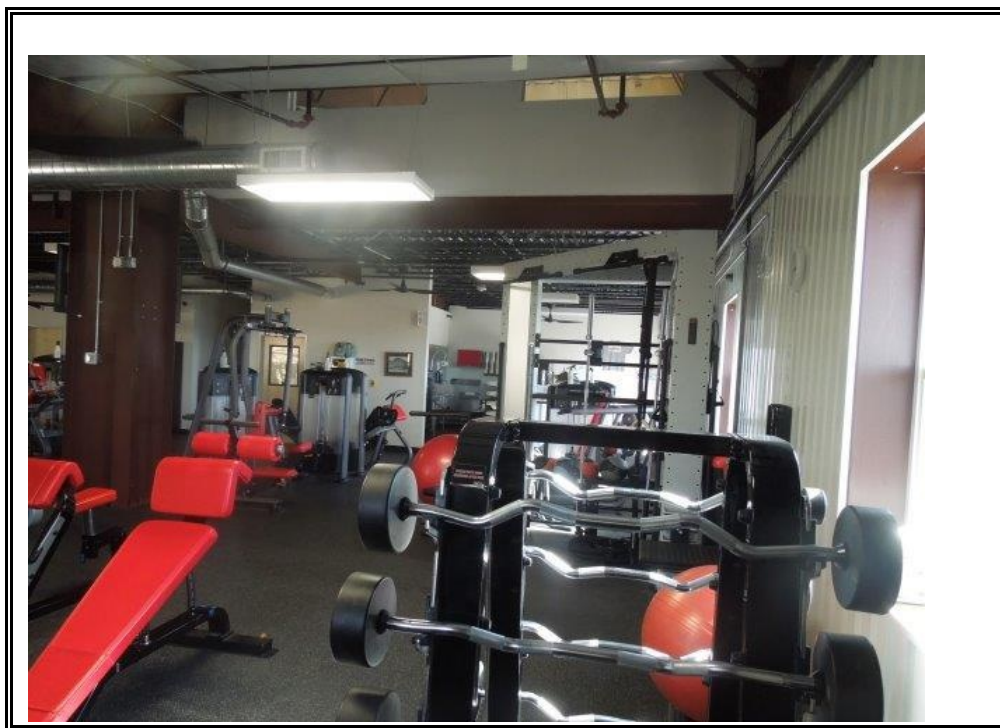


Office

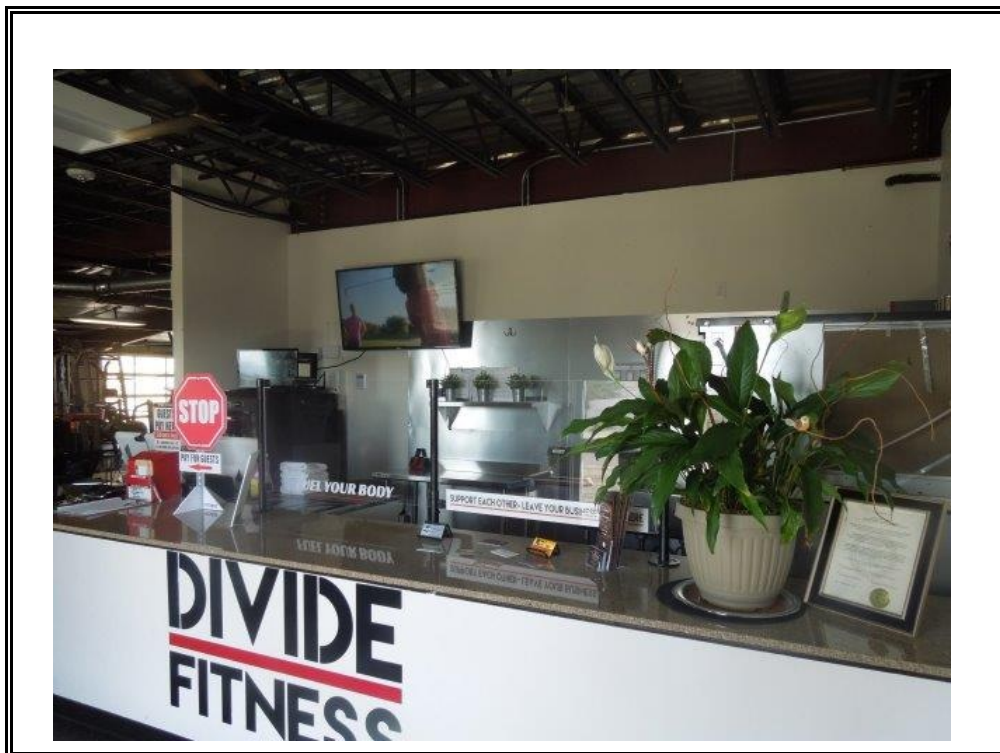


Gym area

SUBJECT PROPERTY PHOTOGRAPHS



Gym area

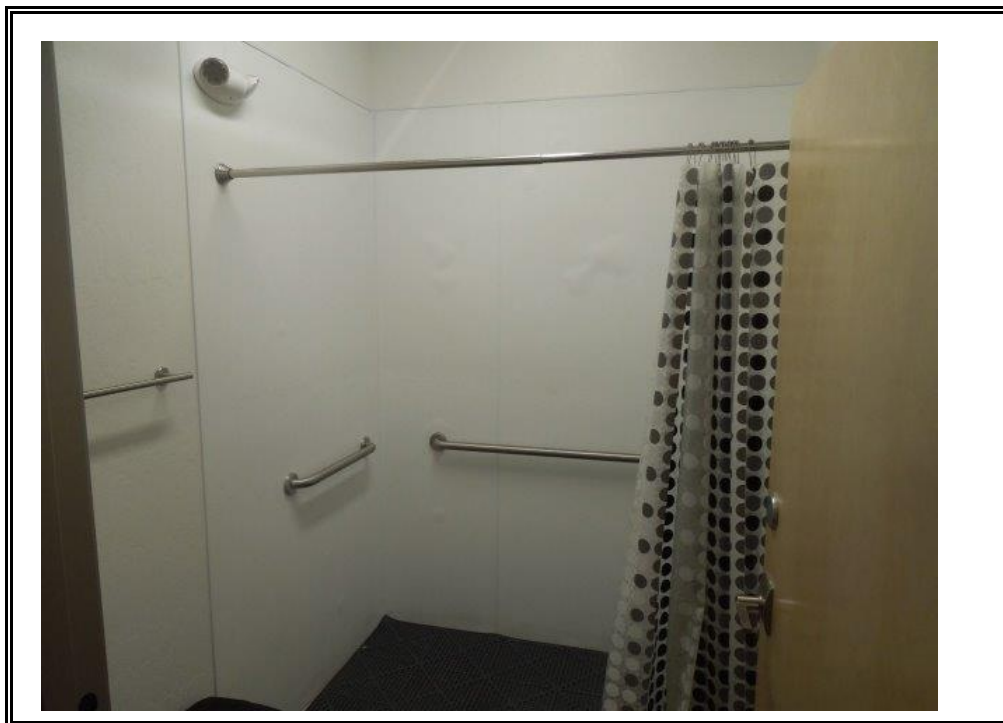


Snack Bar

SUBJECT PROPERTY PHOTOGRAPHS



Gym Shower



Gym shower

LIMITING CONDITIONS**IN ACCEPTANCE OF THIS APPRAISAL ASSIGNMENT AND THE COMPLETION OF THE APPRAISAL REPORT SUBMITTED HEREWITH, IT HAS BEEN ASSUMED BY THIS APPRAISER:****1. LIMIT OF LIABILITY:**

The liability of Anthony J. Wren & Associates and employees is limited to the client only and to the fee actually received by the Appraiser. Further, there is no accountability, obligation or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as the may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent).

3. CONFIDENTIALITY:

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser. The

Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for such inclusion to the best of our factual judgement and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds or subject property.

5. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report, and/or as agreed upon between the parties involved. The Appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

6. EXHIBITS:

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveys unless shown from separate surveyor.

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL COMPONENTS; SOIL QUALITY:

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status and legal marketability and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimates considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Condition of heating, cooling, ventilating, electrical, and plumbing equipment, is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered

before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

8. LEGALITY OF USE:

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9. COMPONENT VALUES:

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless otherwise specified in an agreement for services or so stated in the report.

11. DOLLAR VALUES, PURCHASING POWER:

The market value estimated and the costs used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollar as of the date of the value estimates.

12. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation and conditions. The value estimate

considers the productivity and relative attractiveness of the property physically and economically in the market place as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

13. INCLUSIONS:

Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated within this report.

14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, if any, on-site or off-site, as well as any repairs required, are considered for purposes of this appraisal to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected, unless otherwise stated.

15. MANAGEMENT OF THE PROPERTY:

It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.

16. FEE:

The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report itself.

17. INSULATION AND TOXIC MATERIALS:

Unless otherwise stated in this report, the Appraiser signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements. If such is present the value of the property may be adversely affected and reappraisal at additional cost will be necessary to estimate the effects of such.

18. CHANGES, MODIFICATIONS:

The Appraiser reserves the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to him facts pertinent to the appraisal process which were unknown when the report was finished.

19. ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO THE STATED CLIENT AND NOT TO SUBSEQUENT PARTIES OR USERS, AND THE LIABILITY IS LIMITED TO THE AMOUNT OF FEE RECEIVED BY THE APPRAISER.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate a supportable "as is" estimate of the lease value as of the effective date of the appraisal.

FUNCTION OF THE APPRAISAL

The appraisal was prepared for Austin Osborne, City Manager Storey County. This report was prepared to assist in negotiations to lease the property. Any other use of this report without written consent of the appraiser is prohibited.

CLIENT

The client is considered to be Austin Osborne, City Manager Storey County.

INTENDED USER

It is the appraiser's understanding that the user of the report will be Austin Osborne, Storey County, in a negotiation to lease of the property.

FUNCTION AND USE OF THE APPRAISAL

It is the appraiser's understanding that the intended use of this report is for in a negotiation to lease of the property.

SCOPE OF THE APPRAISAL

The appraiser, in preparation of this appraisal assignment, has made a physical inspection of the subject improvements and has taken sufficient photographs to adequately depict the property. The subject neighborhood was inspected by the appraiser to assist the appraiser in determining the characteristics of the neighborhood. Real estate signs for leased properties were noted for later investigation and confirmation.

The lease analysis of the real estate was made considering the Direct lease Comparison Approach

DEFINITION OF RENTAL VALUE

"Rental value is a term used in real estate appraisal and valuation. It refers to the amount of rental income a property could generate if it were to be rented out at the prevailing market rental rates. This value is used to determine the potential income stream of a property, both for current owners and potential investors.

EFFECTIVE DATES OF THE APPRAISAL

The effective date of this appraisal is April 24, 2024. All value conclusions contained herein reflect market conditions as of those dates.

LEGAL DESCRIPTION

According to public records and that certain Grant, Bargain Sale Deed recorded on August 24, 2008, with Document Number 128336, the subject property is legally described as follows:

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

The surface rights in and to the following described parcel of land:

PARCEL 1

All that real property situate in the County of Storey, state of Nevada, being a portion of the Northwest Quarter (NW 1/4) Section 32, Township 17 North, Range 21 East, M.D.M., being a portion of Lot 1, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant, Bargain, Sale Deed recorded August 22, 2018 as Document No. 128310, Official Records of Storey County, State of Nevada, more particularly described as follows:

BEGINNING at the Northwesterly corner of that Parcel of land shown as APN 001-042-10 for Nicholas & Jessica Fain on Record of Survey Map No. 121843, said point also being the intersection of the Easterly Right-of-Way of "A" Street and the Southerly Right-of-Way of Ridge Street;

THENCE along said South line, S 71°15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-042-10 per Record of Survey Map No. 121843; THENCE along East line of said Parcel, and the West line of "C" Street, S 20°00'51" W, a distance of 192.44 feet;

THENCE leaving said West line, N 69°54'19" W, a distance of 99.98 feet, to said East line of "A" Street;

THENCE along said East line, N 20°01'20" E, a distance of 190.07 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 1A on Record of Survey Supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No. 128309, Official Records of Storey County, State of Nevada.
APN: 001-042-13 (PTN)

PARCEL 2

All that real property situate in the County of Storey, state of Nevada, being a portion of the Northwest Quarter (NW 1/4) Section 32, Township 17 North, Range 21 East, M.D.M., being the North 65 feet, more or less, of Lot 3 and a portion of Lots 1 and 2, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada, filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant, Bargain, Sale Deed recorded August 22, 2018 as Document No. 128310, Official Records of Storey County, State of Nevada, more particularly described as follows:

COMMENCING at the Northwesterly corner of that Parcel of land shown as APN 001-042-10 for Nicholas & Jessica Fain on Record of Survey Map No. 121843, said point also being the intersection of the Easterly Right-of-way of "A" street and the Southerly Right-of-way of Ridge Street;

THENCE along said South line, S 71°15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-042-10 per Record of Survey Map No. 121843;

THENCE along East line of said Parcel, and the West line of "C" Street, S, 20°00'51" W, a distance of 192.44 feet, to the POINT OF BEGINNING;

THENCE continuing along said West line of "C" Street, S 20°00'51" W, a distance of 150.40 feet;

THENCE continuing along said West line of "C" Street, S 19°55'50" W, a distance of 88.47 feet, to the Southeast corner of that Parcel of land shown as APN 001-042-09 for Nicholas & Jessica Fain on Record of Survey Map No. 121843;

THENCE leaving said West line, N 73°37'43" W, a distance of 100.25 feet, to the East line of "A" Street;

THENCE along said West line, N 19°57'42" E, a distance of 92.69 feet;

THENCE continuing along said West line, N 20°01'20" E, a distance of 152.69 feet;

THENCE leaving said West line, S 69°54'19" E a distance of 99.98 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 2A on Record of Survey Supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No. 128309, Official Records of Storey County, State of Nevada.
APN: 001-042-13 (PTN)

PROPERTY RIGHTS APPRAISED

The subject property is appraised as a fee simple estate. A fee simple estate is defined as an absolute ownership unencumbered by any other interest or estate, subject only to the four powers of government.

OWNER OF RECORD

Owner of record is Storey County.

LAND AREA

The reader is referred to various maps throughout this report which depict the size of the property and location. The property is located within the southwest quadrant of Virginia City and the site contains .83± acres or 36,154.80± square feet.

TOPOGRAPHY

The subject property is relatively level and is located on the west side of South “C” Street northwest of Ophir Grade.

ACCESS

The subject property is located on the west side of “C”. Access to the subject site is considered to be adequate and typical.

UTILITIES

There are utilities extended to the site. The Public Works Director for Storey County, indicated that all utilities are located within “C” Street, and are adequate and typical.

FLOOD ZONE

According to the Federal Emergency Management Agency, the subject property is not in a flood zone area and no flood maps have been prepared for this community. This is referenced as Community Panel No. 32029C-0175D, Storey County.

ZONING

The subject property is currently zoned CR, Commercial/Residential zoning. The CR zoning is governed by Virginia City/Storey County. The purpose of this zoning is to provide suitable areas within Storey County, where commercial uses and residential uses may be established and maintained. Allowing residents who choose to live near commercial uses the option to do so, and to create an integrated community atmosphere, reflecting historic development patterns that may have formerly occurred within the communities of Storey County.

Permitted uses in the CR Commercial/Residential zone are uses permitted in the C Commercial Zone and residential uses of a permanent character in a permanent location including single-family dwellings, duplexes, multi-family dwellings, apartment hotels, boarding and rooming houses. The uses permitted under the C Commercial Zone can all be found within the Addendum of this report. Uses subject to a special use permit are buildings and structures constructed for

permanent use that will exceed 45 feet in height or that will be less than 25 feet in width; recreational vehicle parks.

Building heights and widths: No building shall be higher than 3 stories and not exceed 45 feet and the width of any building shall not be less than 25 feet.

Yard requirements for commercial use, any structure: There shall be no front or side yard requirements except wherever a building is located on a lot adjacent to R1, R2, or E zoned boundaries. There shall be provided a side yard of not less than 10 feet on the side of the building adjacent to the zoning boundary line. There shall be a rear yard of 10 feet provided between every building. For residential use and structures, there shall be provided a front yard of not less than 20 feet from the building to the street line, side yard not less than 8 feet from the main building to the property line, except on the street side the distance shall be a minimum of 20 feet and rear yards not less than 20 feet from the main building to the rear property line.

Residential use density: Each lot or parcel proposed to be developed with a residential use, except manufactured/mobile home parks, shall have a minimum area of 8,000 square feet. The minimum gross lot area per dwelling unit or site shall be 2,000 square feet and the maximum number of units allowed on any one lot or parcel shall be determined by dividing the total area by 2,000. Mobile home parks must be located in a lot or parcel having a minimum size of 1 acre gross and may not have a maximum density of 1 space for each 1,200 square feet a lot area.

The subject property is improved, and is considered to be currently compliant with its Commercial/Residential use.

EARTHQUAKE ZONE

According to the current edition of the Uniform Building Code, Virginia City is located in a Seismic Risk Zone 3. This Zone encompasses areas which have a number of local faults and where there is a relatively strong possibility of moderate to strong Seismic activity.

In an interview with Milton Sharp, a respected Nevada Engineer, it was indicated to this appraiser that earthquakes of approximately 6.5 on the Richter scale would be associated with a Seismic Zone 3. It was further indicated to this appraiser that plans for commercial and residential structures are typically reviewed by a structural engineer due to earthquake hazards.

Based upon a review of the earthquake hazards map, prepared by the Nevada Bureau of Mines and Geology for the Virginia City area, the subject property is not near any specific faults. There are no faults that appear to impose any constraints on the development of the subject. Based upon the analysis of the available data, it is this appraiser's opinion that the development of the subject property would not be impacted by earthquake hazards to a greater degree than is typical for the Virginia City area. The conditions present are quite common throughout Storey County as well as throughout Northern Nevada.

SALES HISTORY

According to public records, the property has transferred hands once within the last eight years. The property was sold by Divide Fitness Programs, Inc., to Storey County, on January 1, 2014. According to public records and verified with the client, the purchase price was \$282,310.26. There have been no other similar properties sold in Virginia City or the surrounding counties that would indicate whether or not the sale in 2014 was market value. It has been indicated by the client that the sale was an arms length transaction.

TAX DATA

The subject property is identified with one Assessor's Parcel Number. The assessed value for the subject property is based upon a 35% assessment ratio of the Assessor's estimate of the taxable value. The tax rate for the district within which the subject property is located is \$3.4607 per \$100 of assessed valuation.

As was discussed in the Area Analysis section of this report, the State of Nevada has favorable taxes. There are no apparent or anticipated increases in taxes in the foreseeable future nor are there any anticipated special assessments that would affect the subject property. The taxes for the subject property are typical for the area and do not appear to have a positive or negative effect on the overall valuation of the subject improvements.

The following chart sets forth a summary of tax data for the parcels contained in the subject property. The taxes for the subject are typical for the area and do not appear to have a positive or negative effect on the overall valuation of the subject property. The property is effected by the 8% tax cap imposed by the legislators in 2005-2006

SUMMARY OF TAX DATA

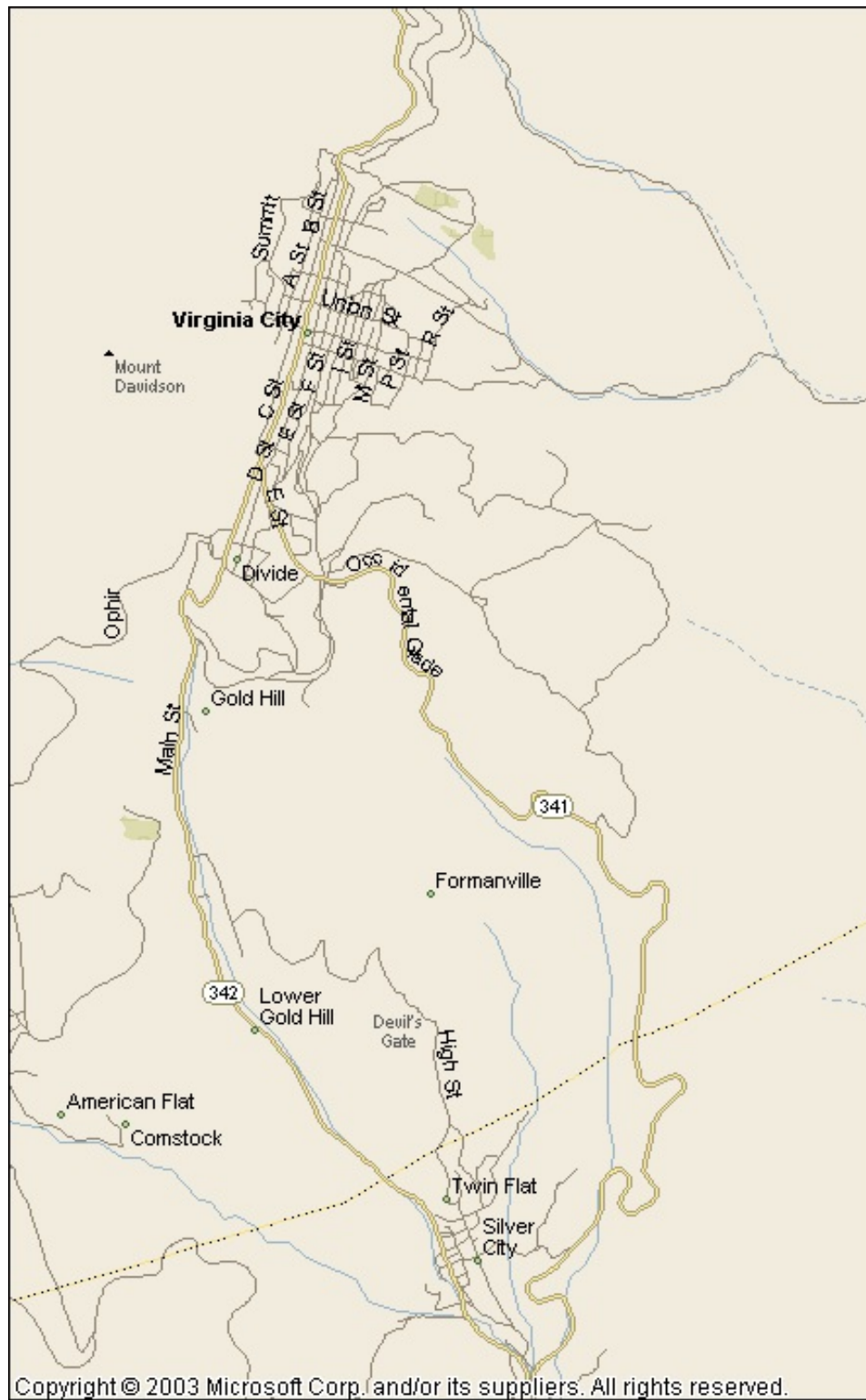
A.P.N.	Assessed Value		Total Assessed Value	2023-2024 Taxes	Taxable Value
	Land	Improvements			
001-042-15	\$37,963	\$457,968	\$495,932*	\$0.00	\$1,416,947.00

* The Storey County District is exempt from taxes.

SPECIAL ASSESSMENTS

The appraiser has contacted the Storey County Treasurer's Office to determine if there are any special assessments against the subject property. As of April 24, 2024, a representative with the Treasurer's Office indicated to this appraiser that there are no current pending special assessments against the subject parcel.

AREA MAP



AREA/NEIGHBORHOOD DESCRIPTION

The subject property is located in the historic mining town of Virginia City. Virginia City is located in the mountains east of Washoe Valley, atop an area known as the Comstock Lode, at an elevation of 6,220 feet. The Comstock Lode was the site of major silver and gold mining discoveries in the mid to late 1800s. Virginia City was the center of this activity and a booming mining town. Gold Hill was also a booming mining town in its own right. Gold was discovered near Gold Hill first, thereby establishing Gold Hill a year prior to Virginia City. Today, the area is more of a tourist attraction. The population is very small, although it is reported that over a million tourists visit the town each year. There are many mining claims throughout the surrounding area, some of which are likely still active.

Access through the area is provided by State Route 341. State Route 341 extends northerly from U.S. Highway 50 near Mound House through Virginia City northerly and westerly through the mountains until it joins U.S. Highway 395 at the Mt. Rose junction, just south of Reno. State Route 341 is a two lane, asphalt paved roadway. State Route 341 splits in two between Silver City and Virginia City. The westerly roadway in this area is known as State Route 342. The eastern roadway remains State Route 341. Through Gold Hill, State Route 341 is known as Main Street, the main thoroughfare through town. Through Virginia City, State Route 341 is known as C Street, the main thoroughfare through town.

The old mining town of Silver City is located a short distance south of Gold Hill, along State Route 342. This town is very small with only a handful of storefronts and residences. From the intersection of State Route 341 and U.S. Highway 50, Carson City is a short distance to the west and Dayton is a short distance to the east.

Virginia City is one mile to the north of Gold Hill. Virginia City is primarily a tourist town. Downtown Virginia City involves an area a few blocks long and extending one block above and one block below the main street. The majority of the buildings are very old, dating back to the late 1800s. The original covered wood sidewalks remain. There are several saloons, retail stores, museums, restaurants, rooming houses, and lodging facilities, etc. The development extending westerly and easterly becomes primarily residential with scattered homes of varying ages and quality. Virginia City is the county seat for Storey County. A historic courthouse

dating back to 1876 is located one block west of C Street, and houses all of the county offices as well as the courthouse, Sheriffs office, and the county jail.

North of Virginia City are several residential developments spread throughout the hills. This area is primarily known as the Virginia City Highlands. Due to its relative proximity to Reno and its country atmosphere, many people choose to live here and commute to Reno for work. State Route 341 becomes a steep winding road as it leads down to the Truckee Meadows. This portion of the highway is known as the Geiger Grade.

Gold Hill currently is a small historic community consisting of a hotel, two saloons, a few small shops, scattered residences and the Gold Hill Train Depot. The hotel, the Gold Hill Hotel, is reported to be the oldest and longest operating hotel in Nevada and is well known. With the exception of some newer residences, most of the remaining buildings in Gold Hill are historic and date back to the late 1800s.

All utilities including electricity, water, sewer, gas, and telephone are available within Virginia City. Outlying areas typically rely on wells and septic systems. There is also an elementary school, middle school, and high school located in Virginia City.

A portion of the old V & T Railroad is still in place and provides short sightseeing rides between Virginia City and Gold Hill. Plans are currently underway to reconstruct a portion of the railroad to provide service from Gold Hill to Carson City and possibly beyond. The first phase of this reconstruction has been completed. It is hoped that reconstruction of the railway will be a boon to tourism in the area as well as reduce vehicular traffic throughout the area. In its heyday, Virginia City had a population of over 30,000 people. Currently the population is estimated to be approximately 800 people. According to the 2000 Census, the population of Storey County, which included the town of Gold Hill, the Highland Ranch development north of Virginia City, and a portion of the Stagecoach area to the southeast, was just over 3,000 people.

The economy of Virginia City is centered on tourism, which accounts for about 90% of the economic base of the town. The Tourism Board estimates that 1.6 million visitors come to Virginia City each year. Most tourists are day trippers who arrive by car or bus. Overnight accommodations are limited to 163 lodging rooms in eight properties, including the new 67-room Ramada Inn (which is the only new

commercial building built in Virginia City in the last several years) and the 50 spaces in the Virginia City RV park. “C” Street is developed with over 150 gift shops, several restaurants, and historic saloons. Other tourist attractions include several historic mansions, the Chollar Mine, the Fourth Ward School House, three historic churches, Divide Fitness and the V&T Railroad, which makes nine runs per day, seven days per week, from April through October to Gold Hill. In addition, several small museums are located in stores or saloons on “C” Street. Special events are scheduled nearly every weekend from April through October.

Shopping is limited primarily to the gift shops. There are two convenience markets, one in the Sugar Loaf Motel and one in the Virginia City RV Park, one bank, a public library, one gas station, and a post office. The only laundromat in town is in the Virginia City RV Park. Most normal utilities are available to the area. Electricity is provided by NV Energy and telephone service is provided by AT&T. Water and sewer services are provided by Storey County, and Virginia City owns its own cable company which provides expanded basic service. There is no natural gas to the town. Residents heat their homes primarily with propane, augmented by wood stoves or fireplaces.

Virginia City has a public elementary school, a middle school, and a high school. The town also has a library, a senior citizens facility, a community swimming pool, and several churches. The closest hospital is in Reno. There is a landing pad for CareFlight services to Reno hospitals.

In summary, Virginia City is a small, historic community, located in a tourist area founded on silver and gold mining. Mining claims are scattered throughout the area. Currently, the main sources of employment are in tourism-related services and the Storey County government offices. While the town has the feeling of being remote, it is only 14 miles to Carson City and 25 miles to Reno. Any and all needed facilities and services are located in these two cities.

SITE DATA

Location and Access

The subject property is located on the west side of "C". Access is considered to be both adequate and typical.

Easements

The appraiser is aware that the subject property probably has public utility easements. These utility easements typically do not have an effect on valuation. The appraiser is unaware of any other easements that would adversely affect the subject property.

Topography and Drainage

The subject property is relatively level and is located on the west side of South "C" Street northwest of Ophir Grade.

Utilities

There are all utilities extended to the site. The Public Works Director for Storey County, indicated that all utilities are located within "C" Street and have been extended to the subject site.

Land Size

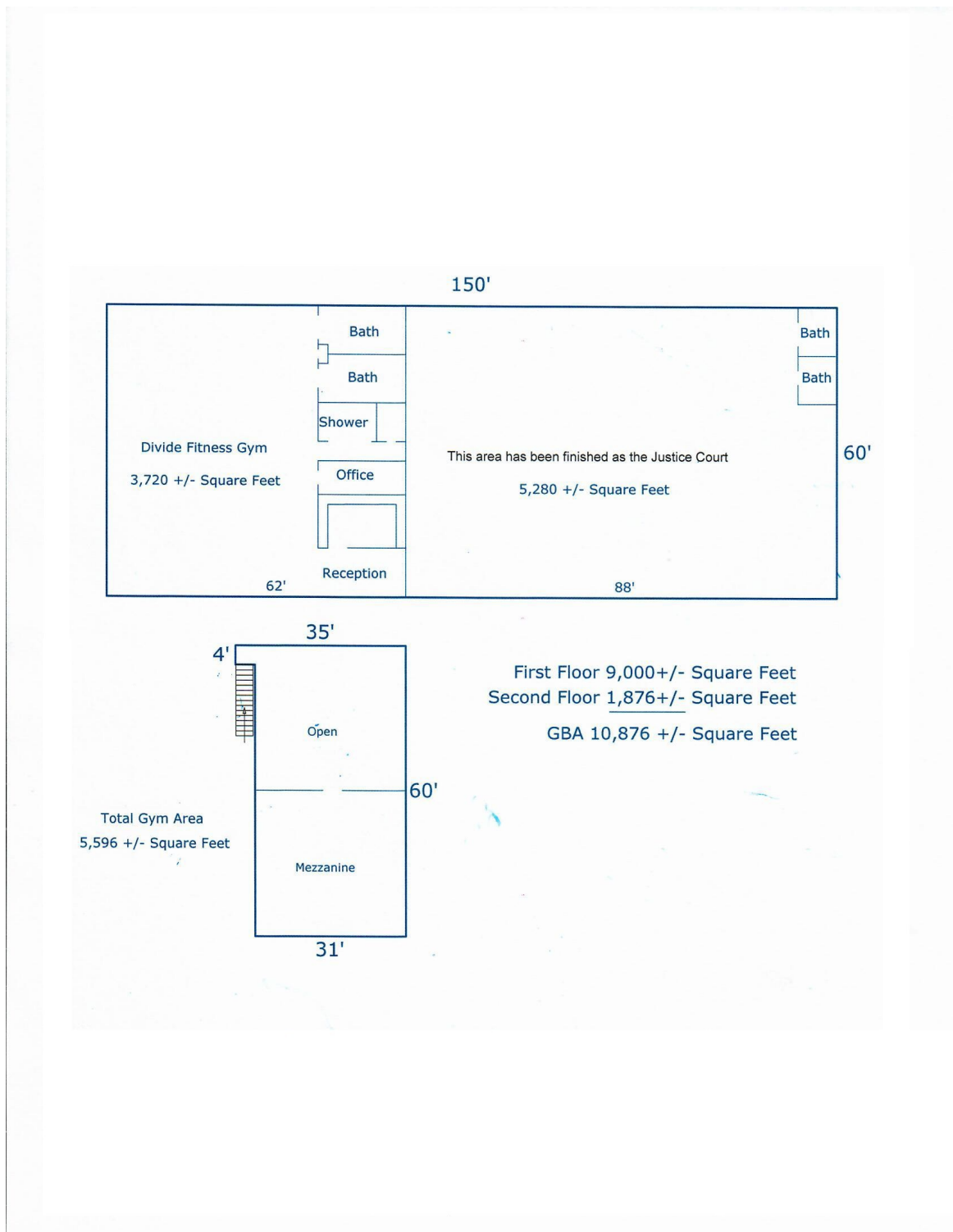
The subject site contains one identifiable assessor's parcel number, which is APN 001-042-15. The site contains .83± acres or 36,154.80± square feet.

Conclusion and Summary of the Subject Site

The location, access, topography, as well as the utilities lend themselves to the highest and best use of the subject site as being left as its current use.

DESCRIPTION OF SUBJECT IMPROVEMENTS

The following description is based upon a physical inspection of the subject property by the appraiser. The appraiser inspected the interior and exterior of the improvements on April 24, 2024. The subject is comprised of one building and is considered to be a steel framed and sided retail/commercial building. The building contains in total a gross building area is 10,876± sf. The first floor contains 9,000±, the second floor mezzanine area contains 1,876± sf. The property is utilized by two tenants. The first tenant being The Divide Fitness Gym which utilizes 3,720± sf of the first floor and the entire mezzanine area for a total area used of 5,596± sf. The second unit has been converted from open warehouse space to the Storey County Justice Court which contains 5,280± sf. The first floor is a fitness gym area containing a reception area, snack bar, small office, two showers and a men's and women's bathroom. The property was built in 2015. The foundation is concrete. The building is a steel frame structure system. The roof is pitched. The exterior walls are corrugated metal panels. The interior walls are wood frame with textured and painted drywall. The floor finish is smooth finish concrete with combinations of carpet and wood flooring. Plumbing appears to meet code. The electricity main panel is indicated 208Y/120V/4 wire/3 phase power. The ceilings are exposed wrapped insulated under steel roofing material. Lighting consists of suspended florescent lights. The exterior front doors are glass and metal frames while interior doors are hollow core wood doors and wood frames excepting rear entries which are metal doors. All areas are heated via fire, propane gas furnaces. AC is a ground mounted unit at the rear of the building. The property has no landscaping other than sidewalks and six parking areas. There are two at grade level roll-up doors along the west building elevation and one along the south building elevation. The entire structure is sprinkled. As indicated, the Divide fitness area has two lockers and showers and two restrooms. There appears to be no deferred maintenance. The reader is referred to improvement sketches found on the next few pages to better visualize the space.

Divide Fitness

COMMERCIAL LEASE ANALYSIS

Commercial lease analysis is a critical process for landlords and tenants to assess the suitability of a legally binding commercial lease. A commercial lease is a legally binding agreement between a landlord and a tenant that governs the terms and conditions of renting a commercial property. Commercial leases are a critical component of business operations in Nevada, as they establish the rights and obligations of both parties and set the foundation for a successful and productive business relationship.

Analyzing a commercial lease is a critical step for both landlords and tenants in Nevada, as it enables them to understand the key provisions of the lease and assess its suitability for their needs. In this context, commercial lease analysis is an essential process that requires a thorough understanding of the relevant laws and regulations and the specific needs and objectives of the parties involved.

CURRENT LEASE ANALYSIS

The subject property is currently under lease. The property is owned by Storey County who has leased Divide Fitness to Divide Fitness, Inc. The lease was started in 2019 and has been extended until August 6, 2024. There was several automatic two year extension which were renewed. The current lease expires August 6, 2024. The rental rate is \$1,500.00 per month and has been the same for the duration of the lease with no increases. This lease appears to below the current market.

ECONOMIC RENTAL ANALYSIS

To establish the economic rental rate which the subject property can reasonably be expected to generate, I have researched other retail properties in Nevada to determine what comparable properties are renting for. There is very limited information in Virginia City, so I have expanded my search to competing areas around Northern Nevada and one smaller town in Southern Nevada. Following will be a recap of those properties.

Address	Town	Area	Lease Rate
1281 Kimmerling	Gardnerville	960-3,000± SF	\$0.60-\$1.25 SF/Month
1687 US HWY 395	Minden	860-2,076± SF	\$1.00 SF/Month
6 Pine Cone Rd.	Dayton	938-2,452± SF	\$1.05-\$1.15 SF Month
3400 Kauai Ct.	Reno	1,000-1,950± SF	\$1.10 SF/Month
150 NV-160	Pahrump	1,125-2,400± SF	\$0.99 SF/Month
150 E. Main St.	Fernley	690-2,200± SF	\$1.00 SF/Month
186 E. Main St.	Fernley	704± SF	\$1.28 SF/Month
336 E. Winnie Ln.	Carson City	1,200-2,880± SF	\$0.90 SF/Month
1901 N. Carson St	Carson City	640-2,400± SF	\$1.10 SF/Month
2085 E. William St.	Carson City	1,441± SF	\$1.10 SF/Month
215 W. Bridge St.	Yerington	228-5,000± SF	\$0.80-\$1.00 SF/Month
#5 "C" St	Virginia City	300-2,000± SF	\$1.60-\$3.00 SF/Month
94 Cottage St.	Easthampton	3,000± SF	\$0.47 SF/Month
5NJ-17	Hasbrouck	4,326± SF	\$1.84 SF/Month
5739 S Campbell	Springfield	4500± SF	\$0.91 SF/Month
2170 Anderson	Petoskey	3,325± SF	\$1.33 SF/Month

There are no buildings in Virginia City similar to the subject property, therefore lease rates for competing areas have been analyzed. The subject is leased for \$1,500 per month of \$0.27 per square foot. These rentals range from \$0.47 to \$3.00 a month. The last four properties in the above table are properties leased for gyms. The at 5NJ-17 includes gym equipment the other three do not. Therefore the best

indicated range is \$0.47 to \$1.33. The subject is open space and could be used for many different retail uses. I searched all of Nevada for Gym lease. There were none similar to the subject. Divide Fitness is considered a small Gym. I wanted to find some market indicators from around the county of similar small gyms, I used what I found. The \$0.50 is predicated on my interpretation of the market and is not an average. I felt the lower end of the market for small gyms best reflected the current market or a rate of around \$0.47 which I rounded that to \$0.50

Therefore the subject will be valued for rental purposes at \$0.50 per square foot per month. Applying \$0.50 to the subject's 5,596± square feet, results in a monthly rent of \$2,798.

Monthly Rent

\$2,798.00

No annual increases are recommended.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. my reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Foundation and in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of this report.
9. no one provided significant professional assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
11. As of the date of this report, I, Anthony J. Wren MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.

As of April 24, 2024, the effective dates of value, the estimated market value for the subject property is:

RECOMMENDED MONTHLY RENT
(\$2,798.00)

A handwritten signature in blue ink that reads "Anthony J. Wren". The signature is written in a cursive, flowing style.

Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

ADDENDUM

QUALIFICATIONS OF APPRAISER

**QUALIFICATIONS OF
ANTHONY J. WREN, MAI, SRA
REAL ESTATE APPRAISER**

PROFESSIONAL DESIGNATIONS:

MAI – Member Appraisal Institute*	1991
SRPA – Senior Real Property Appraiser*	1987
SRA – Senior Residential Appraiser*	1984

* These are no longer consider to be acronyms by the Appraisal Institute

PROFESSIONAL INVOLVEMENT:

- Re-Appointed by the Governor of Nevada to serve on the Nevada State Board of Taxation, Passed Chairman 11/19 to 10/23
- Appointed by the Governor of Nevada to serve on the Nevada State Board of Taxation, Current Member 5/16 to 10/19
- Appointed by the Governor of Nevada to serve on the Nevada State Board of Equalization, Chairman as of January 2009 3/08 to 3/12
Reappointed to a new term and Chair 3/12 to 10/15
- Appointed by the Governor of Nevada to serve on the Nevada Commission of Appraisers 9/94 to 6/97 and 7/97 to 6/00
- President, Commission of Appraisers of Real Estate, State of Nevada (1996, 1998)
- Expert Witness for Nevada District Court, Washoe, Storey, Clark and Elko Counties
- Member of the Appraisal Institute, National Board of Realtors, and Reno/Carson/Tahoe Board of Realtors
- Over 47 years of Appraisal Experience

APPRAISAL LICENSE:

Nevada Certified General Appraiser
#A.0000090-CG

REAL ESTATE BROKERAGE:

Nevada Real Estate Brokerage Licensed Broker
Anthony J. Wren
#B.0023456.INDV.

OFFICES HELD:

Member Young Advisory Council SREA,
San Diego & San Francisco, CA 1989 & 1991

Education Chairman, Reno/Tahoe/Carson Chapter
Appraisal Institute 1993
Board of Directors, Reno/Carson/Tahoe Chapter
Appraisal Institute 1993-2007
President, Reno/Carson/Tahoe Chapter 189
 1988-1989
First Vice President, Reno/Carson/Tahoe
Chapter 189 1987-1988
Secretary, Reno/Carson/Tahoe Chapter 189
 1956-1987
President, Reno/Carson/Tahoe Chapter 189 2000

Appraisal Instruction

Several USPAP Update Courses taught through 2023
 Business Practices and Ethics 2020
 15-Hour National USPAP 2018
 Comparison Valuation of Small, Mixed-Use Properties 2011
 Income Valuation of Small, Mixed-Use Properties 2011
 15-Hour National USPAP Course 03/23/07
 15-Hour Standards of Professional Practice (Seattle, WA) 03/22/07
 7-Hour National USPAP Update (Las Vegas, NV) 03/02/07
 7-Hour National USPAP Update (Chicago, IL) 04/15/05
 7-Hour National USPAP Update (Reno, NV) 02/24/05
 USPAP Update 2003 – Standards & Ethics for Professionals 09/05/03
 Business Practices and Ethics 07/25/03
 7-Hour National USPAP Update Course 05/02/03
 15-Hour National USPAP 03/22/03
 Appraisal Procedures 05/19/01
 Sales Comparison Valuation of Small, Mixed-Use Properties 03/31/01
 Standards of Professional Practice, Part B (USPAP) 02/10/01
 Income Valuation of Small, Mixed-Use Properties 02/19/00
 Standards of Professional Practice, A, B, & C, USPAP 1992–2003
 Reno, NV, Casper, WY, Eugene, OR, Sacramento, CA, Las Vegas, NV
 Income Valuation of Small Mixed Use Properties
 (Reno, NV) 1998

	(Casper, WY)	1999
	(Sacramento, CA)	1999
Residential Case Study, Course 210	(Las Vegas, NV)	10/97
Alternative Residential Reporting Forms	(Buffalo, WY)	9/97
	(Polson, MT)	9/97
Data Confirmation and Verification	(Richland, WA)	11/96
	(Riodoso, NM)	09/96
	(Reno, NV)	03/96
	(Savannah, GA)	12/95
Understanding the Limited Appraisal	(Savannah, GA)	12/95
	(Tucson, AZ)	09/94
110 "Real Estate Appraiser Principles"	(Minneapolis, MN)	07/99
	(Sacramento, CA)	05/95
	(Wenatchee, WA)	09/94
	(St. Louis, MO)	02/94
	(Las Vegas, NV)	05/94
URAR Update	(Casper, WY)	01/94
	(Reno, NV)	12/93
1A2 Basic Valuation Procedures	(Las Vegas, NV)	05/92
Course 207B, Income Valuation Appraising	(Reno, NV)	Fall 1989
Truckee Meadows Community College	(Reno, NV)	Spring 1989

APPRAISAL COURSES AUDITED:

Case Studies in Real Estate Valuation	1991
Cost Valuation of Small, Mixed-Use Properties	1988
Income Valuation of Small Mixed-Use Properties	
Sales Comparison Valuation of Small, Mixed-Use Properties	

APPRAISAL COURSES SATISFACTORILY CHALLENGED:

A1: Course I210 Residential Case Studies	(1993)
A1: Course 410 Standards of Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)

SREA: Course 301 Special Applications of Real Estate Analysis	(1989)
SREA: Course 202 Applied Income Property Valuation	(1985)
SREA: Course 201 Principles of Income Property Appraising	(1984)
SREA: Course 101 An Introduction to Appraising Real Property	(1983)
SREA: Course 102 Applied Residential Property Valuation	(1983)

Classes Taken Online

Introduction to the Uniform Dataset (2 hours)	2019
USPAP Instructor Recertification Course 2018-2019 (4 hours)	2018
USPAP Instructor Recertification Course 2016-2017 (4 hours)	2016
USPAP Instructor Recertification Course 2014-2015 (4 hours)	2014

Classes Attended

Uniform Appraisal Standard For Federal Land Acquisition	2017
2018-2019 Instructors Recertification Course (USPAP)	2017
Architectural Styles and the UAD	2017
Constructing the Profession Report	2017
FHA SFR Appraising - Handbook 4000.1	2017
Comprehensive Square Foot Calculations	2017
2016-2017 USPAP Instructor Recertification Course	2015
Business Practice and Ethics Instructor Training	2015
Tahoe Litigation Conference	2014
Evaluating Residential Construction	2014
Appraisal Review General	2012
Uniform Appraisal Standards for Federal Land Acquisitions (Phoenix, AZ)	12/17 & 18/09
Valuation of Easements and Other Partial Interests (Reno, NV)	12/04/09
General Market Analysis and Highest & Best Use (Las Vegas, NV)	08/31/09 – 09/03/09
Introduction to International Valuation Standards (Online)	08/01/31 – 08/31/09
Valuation of Green Residential Properties (Phoenix, AZ)	02/19/09
REO Appraisal: Appraisal of Residential Property Foreclosures (Las Vegas, NV)	10/11/08
Forecasting Review	10/10/08
AQB Awareness Training for Appraisal Institute Instructors (Online)	08/15/07

Committee CE Credit (Chapter Level)	12/31/09
AQB USPAP Instructor Recertification Course (Dedham, MA)	02/24/07
AQB USPAP Instructor Recertification Course (Tucson, AZ)	12/04/04
Water Rights in Nevada	2/01/03
Training & Development Conference	08/26/03
AQB USPAP Instructor Recertification (San Francisco, CA)	10/30/02
Appraisal Continuing Education	12/10/02
Property Flipping and Predatory Lending Seminar	10/17/01
2001 USPAP Update for Instructors & Regulators-CA (San Diego, CA)	12/09/00
Lake Tahoe Case Studies in Commercial Highest & Best Use (Sacramento, CA)	10/20/00
Supporting Sales Comparison Grid Adjustments for Residential Properties (Reno, NV)	09/29/00
Case Studies in Commercial Highest and Best Use (Reno, NV)	07/28/00
Tools For Teaching Excellence, Day 1	07/09/00
USPAP Update for Instructors and Regulators (Las Vegas, NV)	07/08/00
Tools For Teaching Excellence, Day 2	07/10/00
Residential Consulting	03/31/00
Residential Consulting	2000
FHA's Home buyer Protection Plan & the Appraisal Process Seminar	1991
Affordable Housing Valuation Seminar	1997
Alternative Residential Reporting Forms	1986
Business Valuation Part 1	1996
Understanding Limited Appraisals – General	1995
Data Confirmation & Verification Methods	1995
Mandatory Faculty Workshop	1995
Appraising 1- to 4-Family Income Properties	1995
Investment Techniques with the HP-17/19II Calculator	1994
Fair Lending and the Appraiser	1994
Mock Trial	1994
Electronic Spreadsheet Workshop	1994
Basic Argus Training (Spreadsheets)	1994
Investment Techniques with the HP-17/19II Calculator	1994
FNMA URAR Update	1993
Maximizing the Value of an Appraisal Practice	1993
Litigation Valuation	1992
101 "Instructors Clinic	1990

Comprehensive Appraisal Review	1990
Meetings Attended	
Committee Credit – National	12/31/00

FORMAL EDUCATION:

University of Texas at Arlington (No Degree)	1974
Casper College (No Degree)	1973
Peacock Military Academy (High School)	1972



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of lease of proposed lease of that portion of 800 South C Street known as "Divide Fitness" (5,596 sq. ft.) to Divide Fitness, LLC for a monthly rental amount of \$2,798.00 plus utilities until July 31, 2026, with a two-year renewal term.
- **Recommended motion:** •Choose 1 from 3 possible motions:
- I (Commissioner) move to approve the proposed lease with a monthly lease amount of \$2,798 or \$0.50 a sq ft., plus utilities between Storey County and Divide Fitness LLC at staff's recommendation.
- • I (Commissioner) move to approve the proposed lease with a monthly lease amount of \$2,742 or \$0.49 a sq ft., plus utilities between Storey County and Divide Fitness LLC at staff's recommendation.
- • I (Commissioner) move to approve the proposed lease with a monthly lease amount of _____ plus utilities between Storey County and Divide Fitness LLC.
- **Prepared by:** Jennifer McCain

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** A rental appraisal was completed by Anthony J. Wren and Associates - Real Estate Appraisers June 2024, for the space known as Divide Fitness at 800 South C Street in Virginia City. This proposed rent is for 5596 of space at \$0.50 a sq ft. equaling \$2,798 a month. The range of comparable rentals was determined to be between \$0.40 to \$1.30 a sq ft. It is staff's recommendation that Storey County follow the appraiser's recommendation, as well as add utilities to the agreement. Therefore, it is proposed that the Divide Fitness located at 800 South C Street to be leased to Divide Fitness LLC, the existing tenant, for a monthly rent of \$2,798 or \$0.50 a sq ft. and that the lease until July 31, 2026, subject to a 2-year renewal. However, we have suggested three (3) motions. First being Staff's recommendation based on the appraiser's recommendation (\$0.50 a sq ft or \$2798 a month). The second is the lowest sq ft cost of the range (\$0.49 per sq ft or \$2,742 a month), and third a blank motion to be decided by the Commission. The lease is authorized pursuant to NRS 244.2833.
- **Supporting Materials:** See Attachments

- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Divide Fitness Inc. a Nevada corporation ("Lessee"), and Storey County, a political subdivision of the State of Nevada ("Lessor") this 6th day of August, 2024 (its effective date).

ARTICLE I - LEASED PREMISES

Section 1.01. Leased Premises. The term "Leased Premises" means Landlord is leasing to Lessee, the premises located at *800 South C Street Virginia City, NV 89440*. Specifically, Lessee is leasing: the southern portion of the building, being a space commonly known as The Divide Fitness Gym which utilizes 3,720± square-feet of the first floor and the entire mezzanine area being 1876± square-feet, for a total area used of 5,596± square-feet.

Section 1.02. Demise of Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Leased Premises, on the terms and conditions set forth in this Lease.

ARTICLE II - TERM

Section 2.01. Effective Date. The effective date of the Lease ("Effective Date") will be as set forth above under Lease Agreement.

Section 2.02. Term. The term of this Lease will be for a period of up to two years subject to earlier termination by Lessee upon 30 days notice to Lessor and commencing on the Effective Date and ending two years from the Effective Date; The lease is renewable for an additional 2 years and is automatically renewed unless a notice of termination in writing is provided at least 90 days prior to the expiration of the initial term. Either party may terminate this lease at any time upon providing written notice of the termination 90 days in advance of the termination.

ARTICLE III - RENTAL AND RELATED CHARGES

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises; the sum set of TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$2,798.00) per month. Rent is due the first day of every month for the upcoming month. First payment for August 2024, will be prorated for August 6-31, 2024, at \$2,347.76 with all upcoming months at the specified amount. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month.

All rent and other sums payable to the LESSOR under this Lease shall be paid to the LESSOR at LESSOR's address for notices under this Lease or to such other person or at such other place as LESSOR may from time to time designate in writing.

Section 3.02. Utilities. LESSEE will pay the 50% of the average of the prior year's invoices for the following utilities beginning with \$101.96 per month for water; \$177.15 per month for propane; and \$483.48 per month for electricity. All payments will be paid directly to the LESSOR with the monthly lease payments. Monthly utility payments will be recalculated in July of each year and new payment amounts will begin August of the same year. LESSEE shall pay for phone service. Cable, and satellite radio for gym use.

Article IV - USE AND MAINTENANCE

Section 4.01 Use of Property. LESSEE'S use of the property shall be as a membership fitness business which may be used by members up to twenty-four (24) hours per day and seven (7) days per week.

Section 4.02 Use of Parking Lot and Maintenance. Lessee shall have the right to utilize available parking for Divide Fitness Inc. members and staff. Lessor shall provide parking lot maintenance including snow removal with the understanding that snow removal may be limited to a Monday through Friday basis due to County staff availability.

Section 4.03 Improvements. LESSEE may make alterations and improvements to the premises after obtaining LESSOR'S written consent. At any time before this lease ends, LESSEE may remove any of LESSEE'S alterations and improvements, as long as LESSEE repairs any damage caused by attaching the items to or removing them from the premises. At the conclusion of the lease, the LESSOR, at its discretion, may require the LESSEE to remove any alterations and/or improvements LESSEE made to the property. Written consent is not required for decorating purposes i.e.: pictures.

Section 4.04 Maintenance. LESSOR will maintain and make all necessary repairs to the following parts of the building in which the leased premises are located: Roof; Foundation and structural components; Exterior walls; Interior walls; Exterior doors and windows; Major plumbing system; Sewage disposal; and electrical system. LESSEE will maintain the leased premises and keep in good condition except those specified above as being LESSOR'S responsibility.

ARTICLE V – INSURANCE

Section 5.01 INSURANCE REQUIREMENTS. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that might

arise out of this Lease. LESSEE is free to purchase such additional insurance as Lessee determines necessary.

Section 5.02 MINIMUM SCOPE AND LIMITS OF INSURANCE. Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (Damage to Rented Premises)	\$100,000

The policy shall be endorsed to include the following additional insured language:
"Storey County shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Lease."

B. Property Insurance

Coverage for Lessee's tenant improvements Replacement Value

Coverage on building (required if Lessee is sole occupant) Replacement Value

- a. Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement.
- b. The State of Nevada shall be named as a loss payee on property coverage for tenant improvements.
- c. If property coverage on the building is required, "Storey County shall be named as a loss payee".
- d. Policy shall contain a waiver of subrogation against the Storey County.

Section 5.03 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions: 1) On insurance policies where the Storey County is named as an additional insured, the Storey County shall be an additional insured to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by this Lease. 2) The LESSEE's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Section 5.04 NOTICE OF CANCELLATION. Any contract for insurance for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the Storey County, except when cancellation is for non-payment of premium, then ten (10) days prior

notice may be given. Such notice shall be sent directly to LESSOR. Should LESSEE fail to provide State timely notice, LESSEE will be considered in breach and subject to cure provisions set forth within this contract.

Section 5.05 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. Storey County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Section 5.06 VERIFICATION OF COVERAGE. LESSEE shall furnish the LESSOR with certificates of insurance (ACORD form or equivalent approved by the LESSOR) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the LESSOR before the Lease commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of this Lease and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required by this Lease shall be sent directly to the LESSOR. The LESSOR reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

Section 5.07 APPROVAL. Any modification or variation from the insurance requirements in this Lease must have prior approval from the LESSOR, whose decision shall be final. Such action will not require a formal lease amendment, but may be made by administrative action.

VI. MISCELLANEOUS

Section 6.01 Taxes. LESSEE will pay all personal property taxes levied and assessed against Tenant's personal property as well as the value of the lease as calculated and required by NRS 361.257; 361.227 and 361.2275. LESSOR is responsible for all personal and real property taxes levied and assesses against LESSOR's personal property and real property.

Section 6.02 Damage to Premises. If the premises are damaged through fire or other cause not the fault of LESSEE, LESSEE will owe no rent for any period during which LESSEE is substantially deprived of the use of premises. Loss of revenue by LESSEE will be subtracted from monthly rent until loss is repaid to tenant in full. If LESSEE is substantially deprived of the use of the premises for more than 90 days because of such damage, LESSEE may terminate lease by written notice of termination to LESSOR. Upon termination of the lease by either LESSEE or LESSOR no further obligation for loss of use is required.

SECTION 6.03 Quiet Enjoyment. As long as LESSEE is not in default under the terms of this lease. LESSEE will have the right to occupy the premises peacefully and without interference.

Section 6.04 Disputes. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each Party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to arbitration before an arbitrator mutually selected by the parties.

Section 6.05 Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

Section 6.06 Notices: All notices must be in writing. A notice may be delivered to a party at the address that follows a Party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail or by overnight courier.

Section 6.07 Governing Laws: This lease will be governed by and construed in accordance with the laws of the State of Nevada.

Section 6.08 Modification: This lease may be modified only by a written agreement signed by all the parties.

Section 6.09 Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

Section 6.10 Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceable will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to extent necessary to render it valid and enforceable.

Dated this _____ day of _____, 2024.

Jessica Fain, President Divide Fitness Inc.

Dated this _____ day of _____, 2024

Jay Carmona, Chairman Storey County Board of Commissioners

Attest:

Jim Hindle Storey County Clerk/Treasurer

A LEASE ANALYSIS OF
800 SOUTH “C” STREET
VIRGINIA CITY, STOREY COUNTY, NEVADA
DIVIDE FITNESS

OWNED BY
STOREY COUNTY

APPRAISED FOR
AUSTIN OSBORNE COUNTY MANAGER
STOREY COUNTY
124 SOUTH “E” STREET
VIRGINIA CITY, NEVADA 89440

AS OF
APRIL 24, 2024

DATE OF REPORT
APRIL 29, 2024

SUBMITTED BY
ANTHONY J. WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER #A.0000090-CG

A Lease Analysis of
800 South “C” Street
Virginia City, Storey County, Nevada
Divide Fitness

Owned by
Storey County

Appraised For
Austin Osborne
County Manager
Storey County
124 South “E” Street
Virginia City, Nevada 89440

As Of
April 24, 2024

Date of Report
April 29, 2024

Submitted By
Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

ANTHONY J. WREN AND ASSOCIATES

P.O. BOX 20867
RENO, NEVADA 89515
(775) 329-4221

TONY WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER

SUSAN WREN
RESIDENTIAL APPRAISER (1984-2022)

April 29, 2024

Austin Osborne
County Manager
Storey County
124 South "E" Street
Virginia City, Nevada 89440

RE: A lease analysis of Divide Fitness, Virginia City, Nevada

Dear Mr. Osborne:

At your request, I have completed a lease analysis and prepared the following appraisal report for the property referenced above. The purpose of my lease analysis is to estimate the rental value of Divide Fitness as of the date of valuation. The property consists of Divide Fitness located in Virginia City, Storey County, Nevada.

The subject property is appraised as a fee simple estate. Fee simple estate is defined in the body of the report.

The function of this report is the use by Austin Osborne, for use in a negotiating a lease of the property. Any other utilization of this report without the prior written consent of the signer of this report is prohibited.

The accompanying appraisal report is being prepared in conformance with this appraiser's understanding of the current Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Supplemental Standards of the Appraisal Institute.

The appraiser attests that he has the knowledge and experience to complete this assignment and has appraised this type of property before.

The following report provides a summary physical description of the subject and a review of all the pertinent data analyzed in forming estimates of value for the subject property.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding acceptance of this assignment.

Based on an examination and study made, I have formed the opinion that as of the dates of value, the estimated Rental Value for the property is:

April 24, 2024

**RECOMMENDED MONTHLY RENT
(\$2,798)**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Anthony J. Wren". The signature is written in a cursive style with a large, stylized initial 'A'.

Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

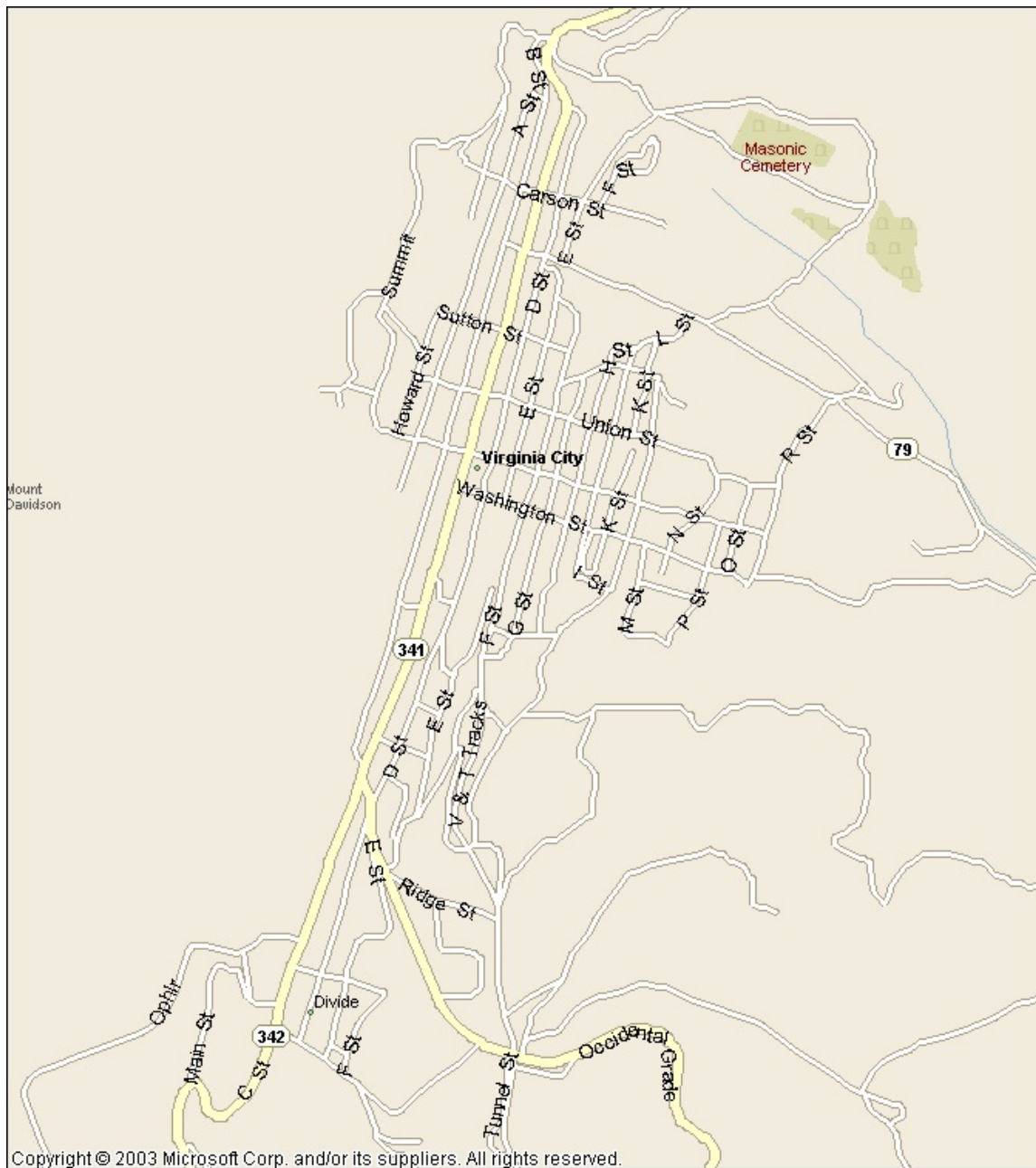
Location:	The subject property is located on the west side of South "C" Street northwest of Ophir Grade.	
APN:	001-042-13	
Owner of Record:	Storey County	
Zoning:	CR (Commercial Residential)	
Leased Area:	5,596± Square Feet	
Present Use:	Divide Fitness	
Highest and Best Use:	Retail	
Effective Date of Value:	April 24, 2024	
Date of Report:	April 29, 2024	
<u>VALUE CONCLUSIONS</u>	April 24, 2024	\$2,798 per Month

STATE MAP



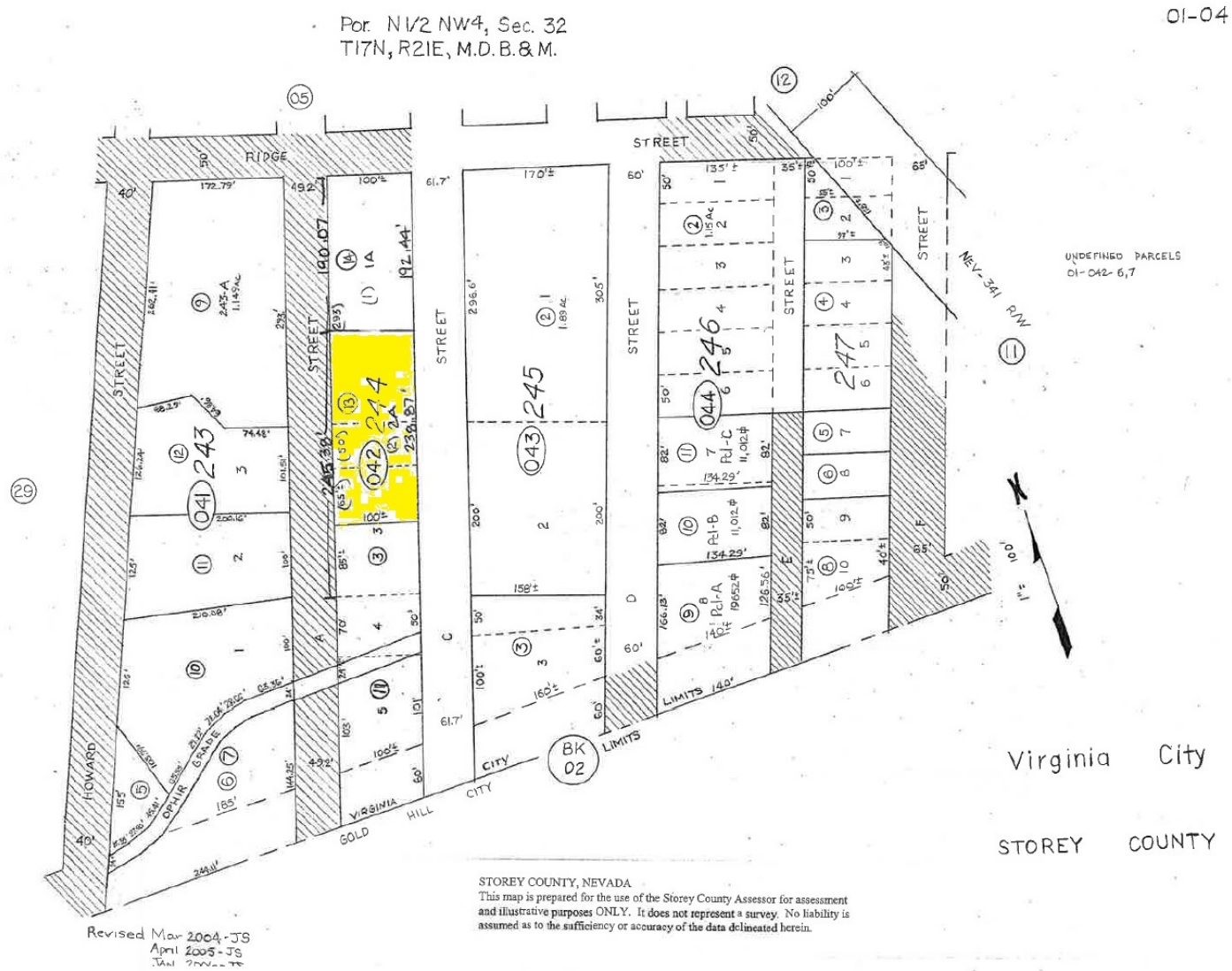
AREA MAP



VIRGINIA CITY MAP

Anthony J. Wren, MAI, SRA
#7745

ASSESSOR'S PARCEL MAP



GOOGLE AERIAL MAP



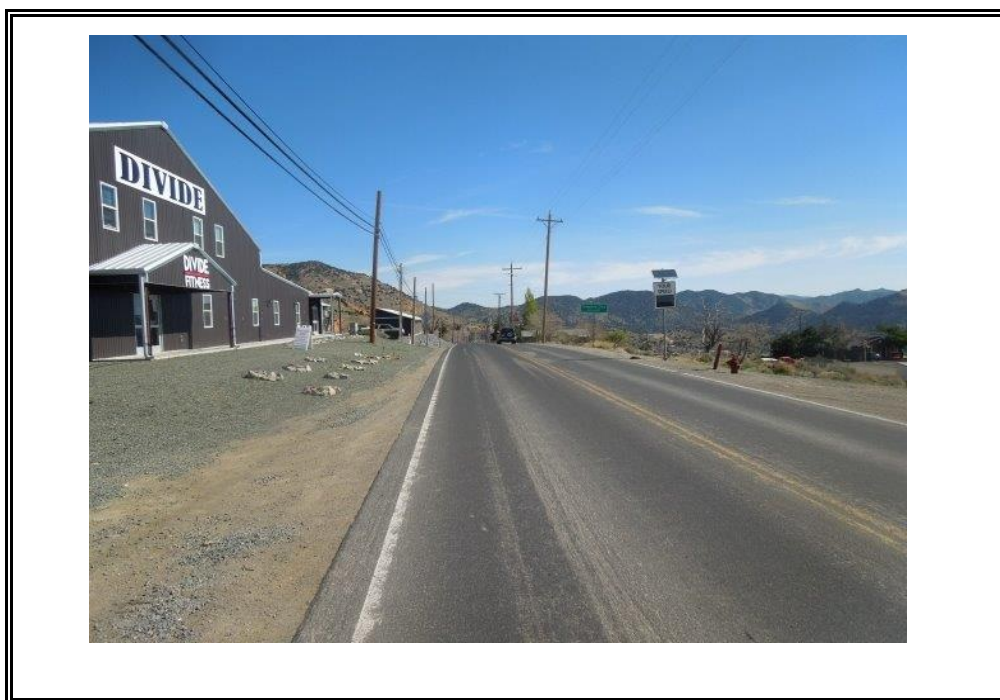
GOOGLE AERIAL MAP



SUBJECT PROPERTY PHOTOGRAPHS



View of the subject property



View of "C" Street

SUBJECT PROPERTY PHOTOGRAPHS

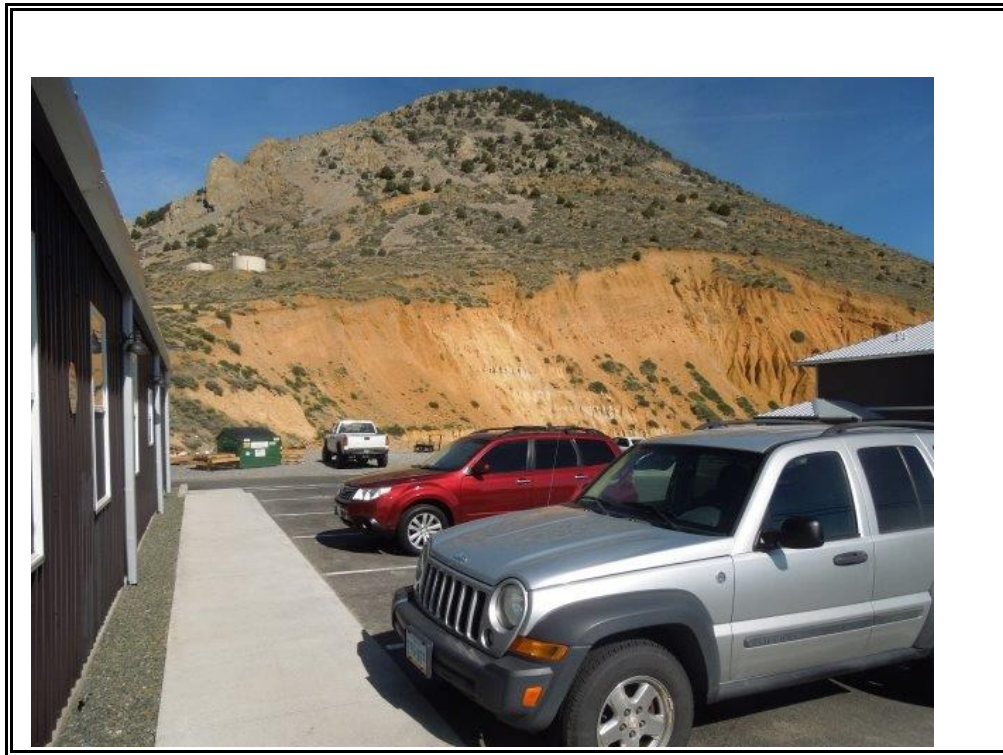


View of the subject property



View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS



Parking Area



View of "C" Street

SUBJECT PROPERTY PHOTOGRAPHS



South "C" Street



Parking Area and Entry

SUBJECT PROPERTY PHOTOGRAPHS

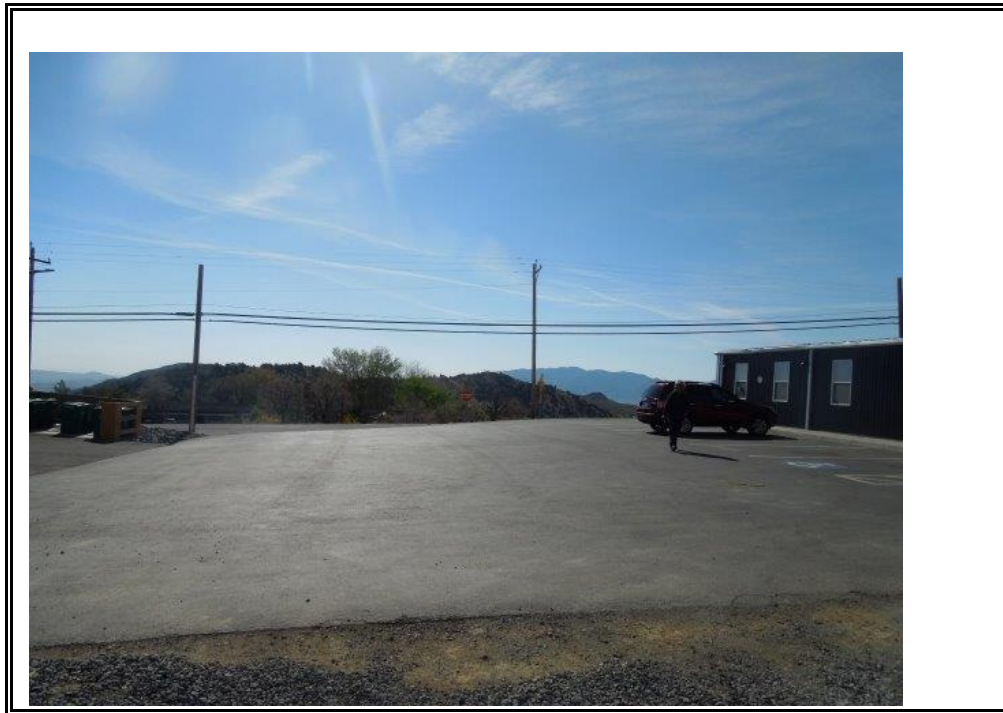


View of the subject property



View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS

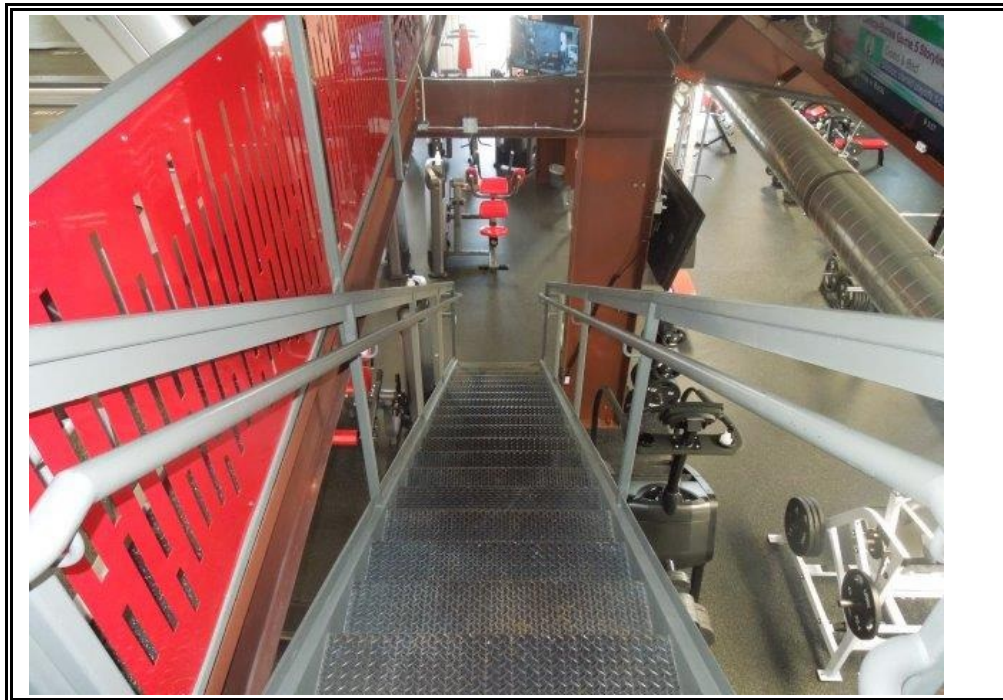


View of the subject property

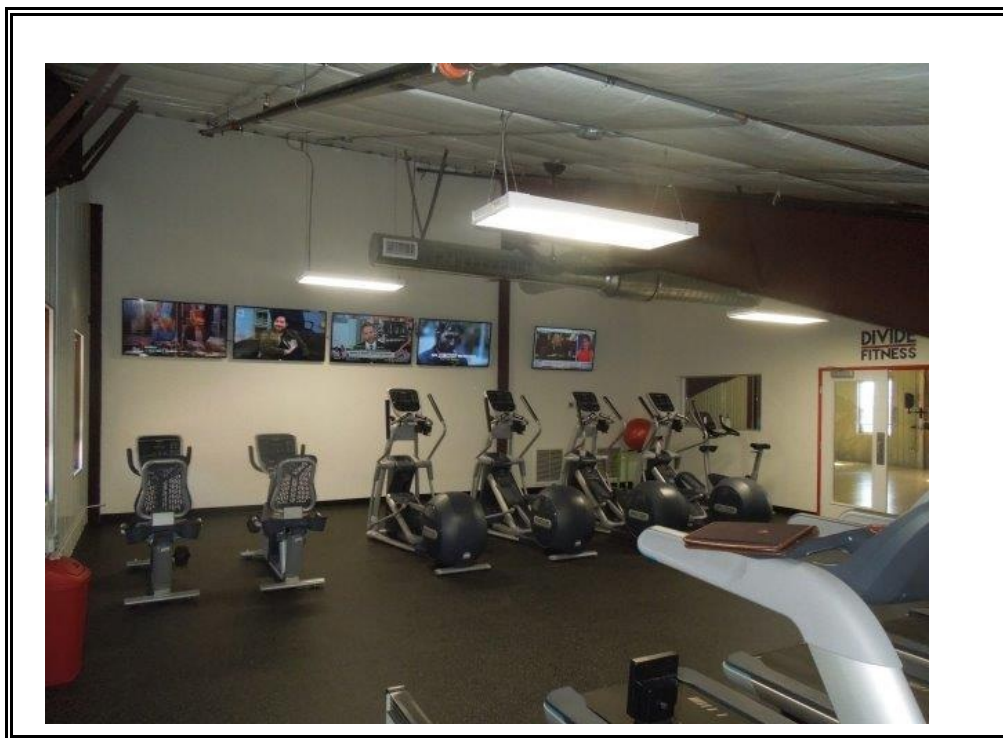


View of the subject property

SUBJECT PROPERTY PHOTOGRAPHS



Mezzanine



Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS

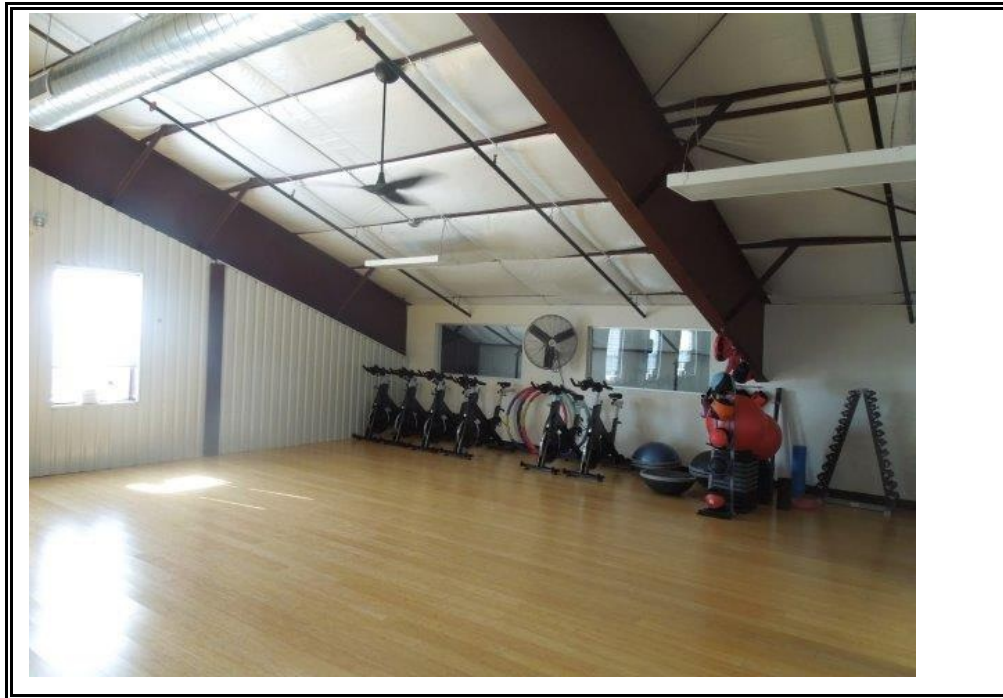


Mezzanine

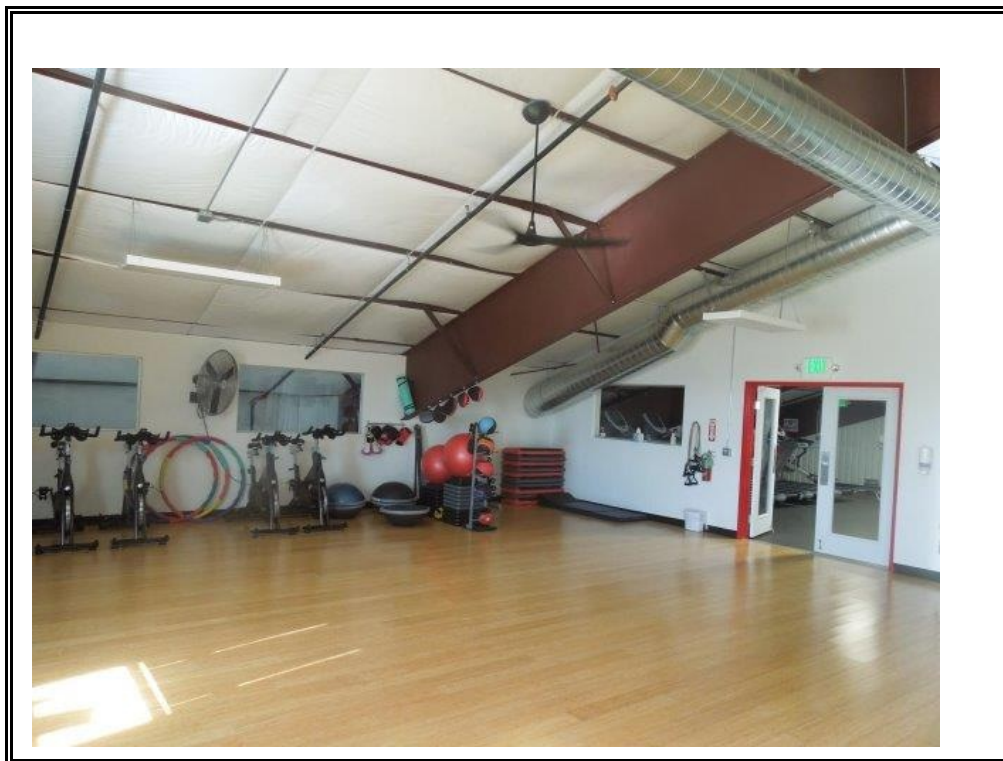


Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS



Mezzanine

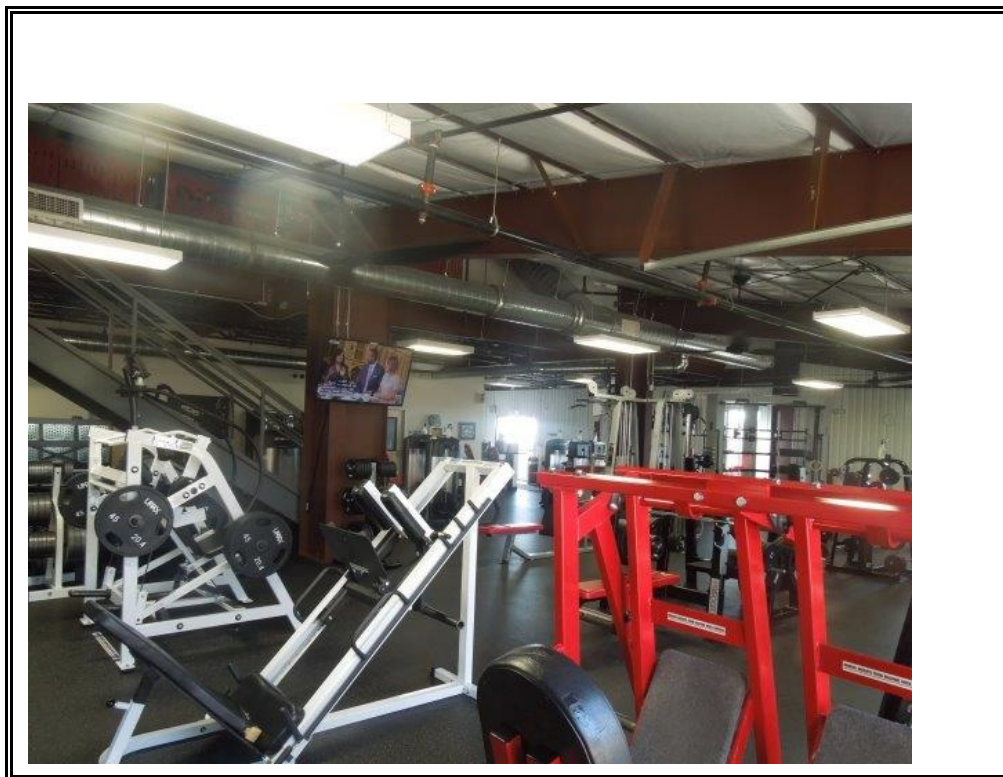


Mezzanine

SUBJECT PROPERTY PHOTOGRAPHS

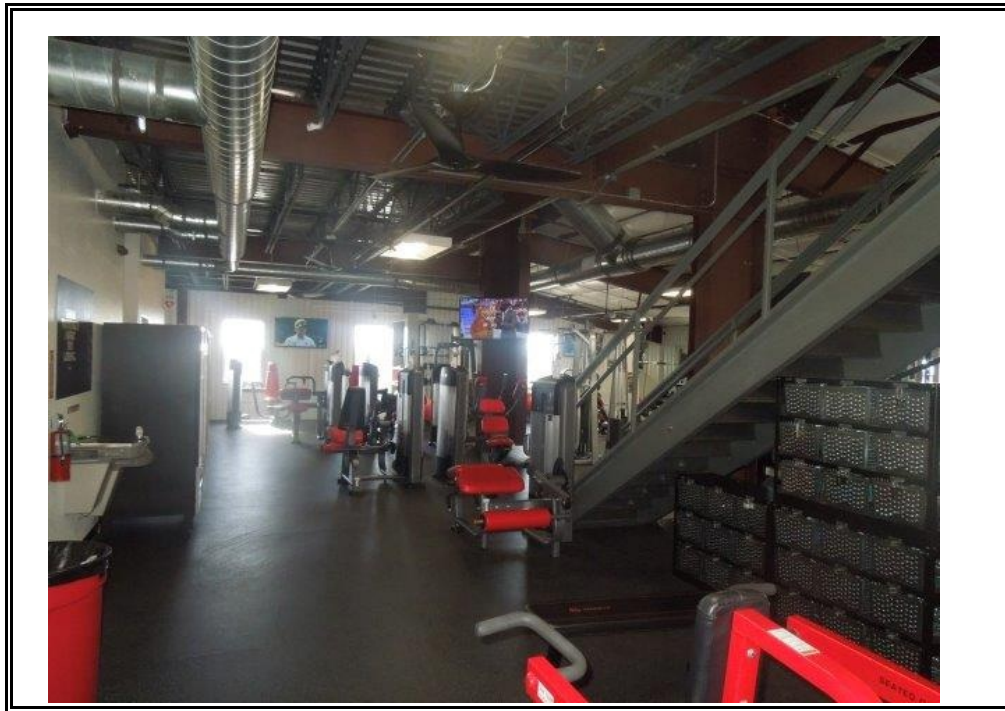


Gym area

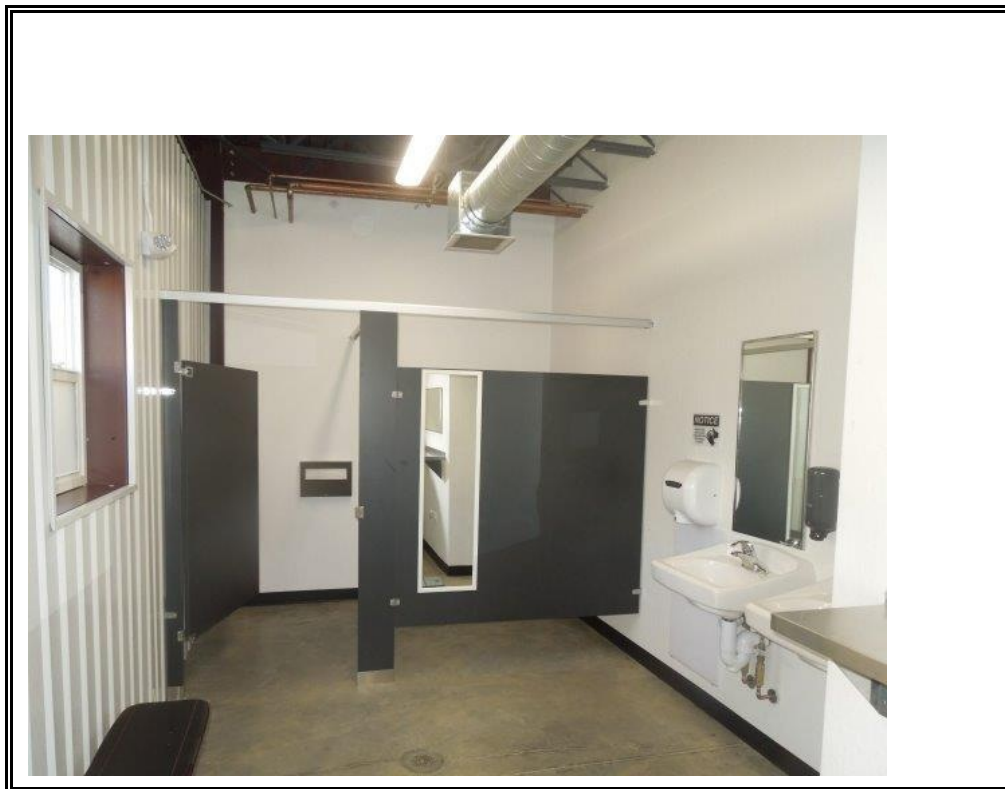


Gym area

SUBJECT PROPERTY PHOTOGRAPHS

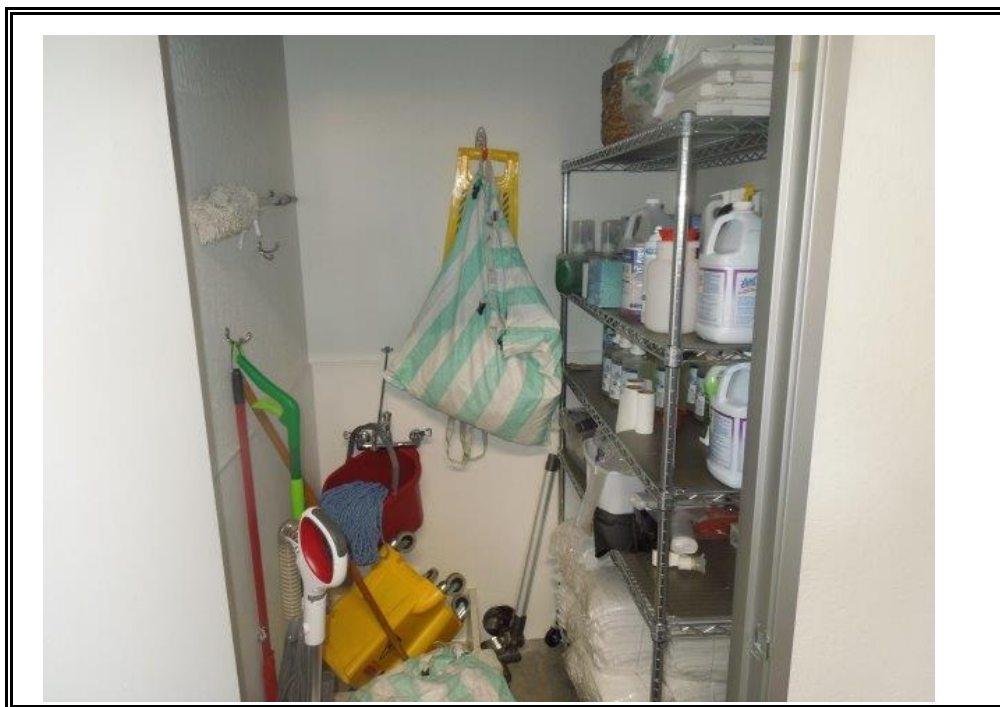


Gym area



Gym bath

SUBJECT PROPERTY PHOTOGRAPHS

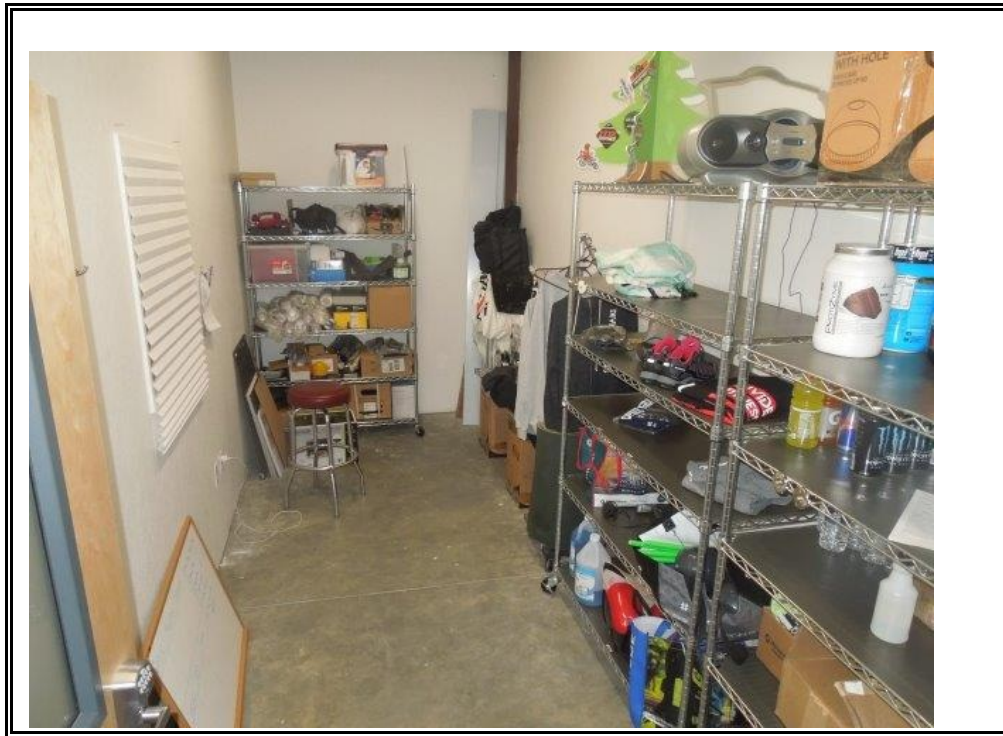


Storage Closet

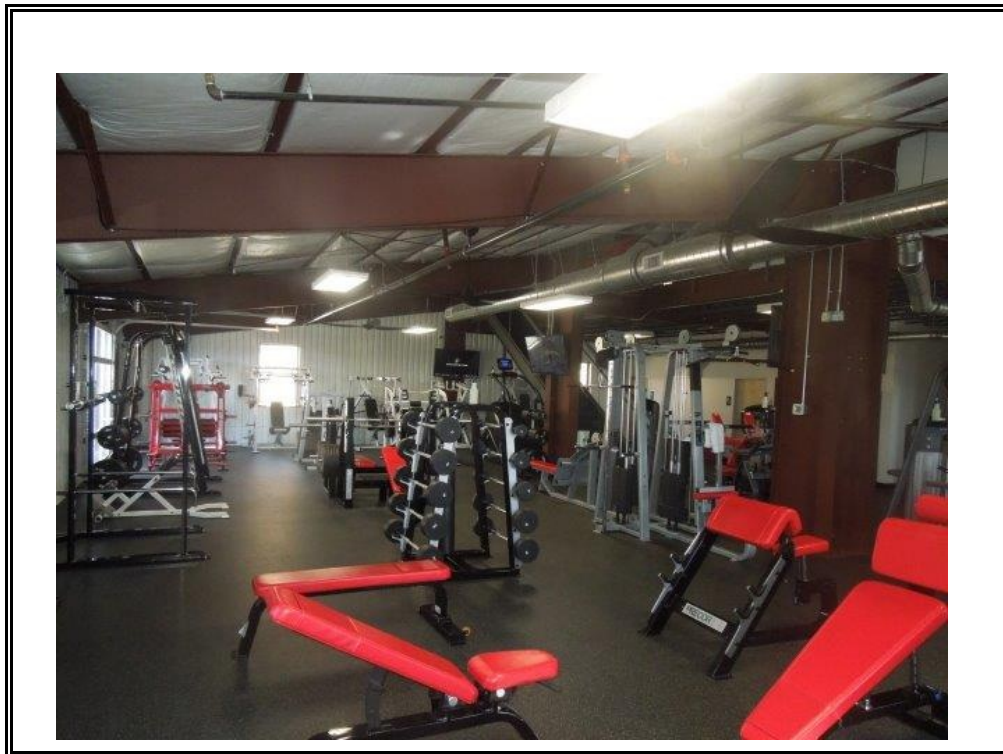


Gym bath

SUBJECT PROPERTY PHOTOGRAPHS

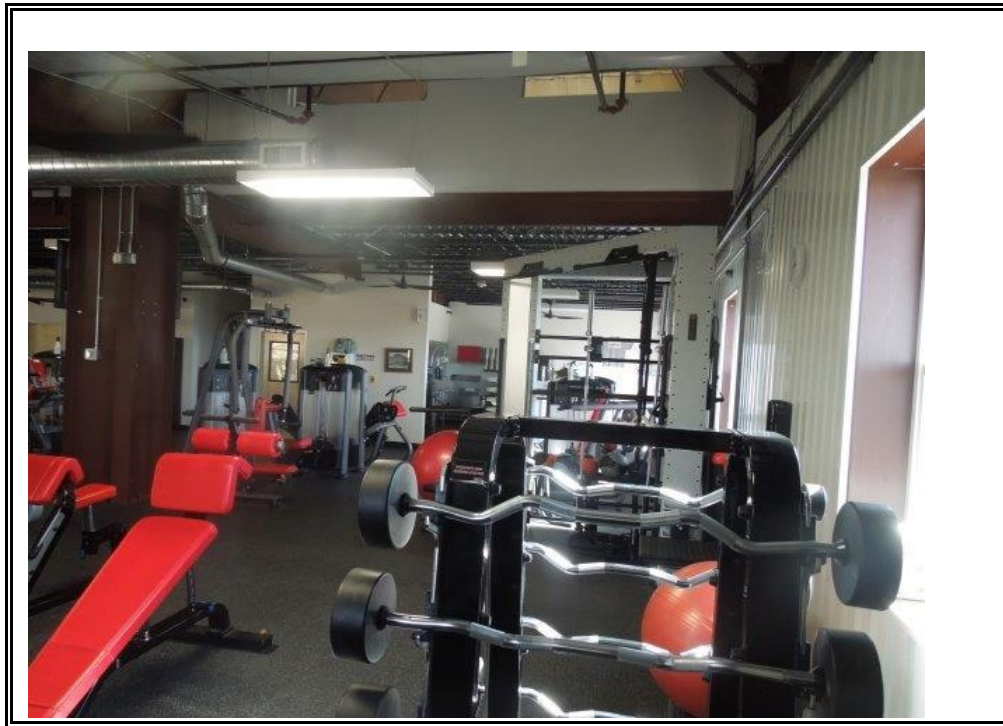


Office

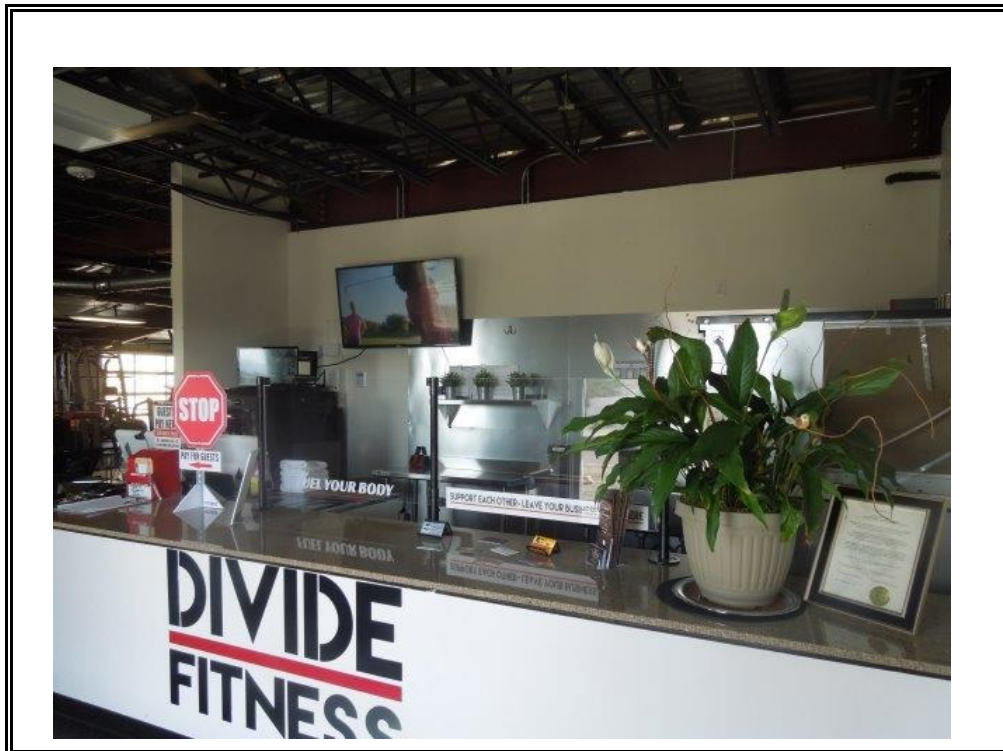


Gym area

SUBJECT PROPERTY PHOTOGRAPHS



Gym area

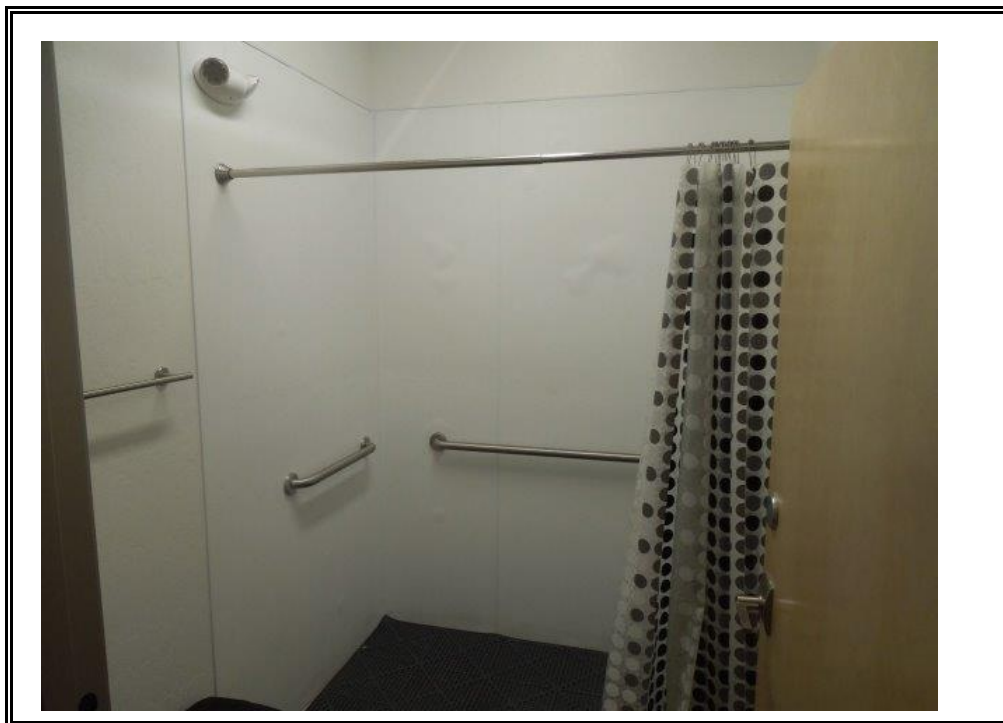


Snack Bar

SUBJECT PROPERTY PHOTOGRAPHS



Gym Shower



Gym shower

LIMITING CONDITIONS**IN ACCEPTANCE OF THIS APPRAISAL ASSIGNMENT AND THE COMPLETION OF THE APPRAISAL REPORT SUBMITTED HEREWITH, IT HAS BEEN ASSUMED BY THIS APPRAISER:****1. LIMIT OF LIABILITY:**

The liability of Anthony J. Wren & Associates and employees is limited to the client only and to the fee actually received by the Appraiser. Further, there is no accountability, obligation or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as the may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent).

3. CONFIDENTIALITY:

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser. The

Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for such inclusion to the best of our factual judgement and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds or subject property.

5. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report, and/or as agreed upon between the parties involved. The Appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

6. EXHIBITS:

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveys unless shown from separate surveyor.

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL COMPONENTS; SOIL QUALITY:

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status and legal marketability and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimates considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Condition of heating, cooling, ventilating, electrical, and plumbing equipment, is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered

before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

8. LEGALITY OF USE:

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9. COMPONENT VALUES:

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless otherwise specified in an agreement for services or so stated in the report.

11. DOLLAR VALUES, PURCHASING POWER:

The market value estimated and the costs used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollar as of the date of the value estimates.

12. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation and conditions. The value estimate

considers the productivity and relative attractiveness of the property physically and economically in the market place as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

13. INCLUSIONS:

Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated within this report.

14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, if any, on-site or off-site, as well as any repairs required, are considered for purposes of this appraisal to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected, unless otherwise stated.

15. MANAGEMENT OF THE PROPERTY:

It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.

16. FEE:

The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report itself.

17. INSULATION AND TOXIC MATERIALS:

Unless otherwise stated in this report, the Appraiser signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements. If such is present the value of the property may be adversely affected and reappraisal at additional cost will be necessary to estimate the effects of such.

18. CHANGES, MODIFICATIONS:

The Appraiser reserves the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to him facts pertinent to the appraisal process which were unknown when the report was finished.

19. ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO THE STATED CLIENT AND NOT TO SUBSEQUENT PARTIES OR USERS, AND THE LIABILITY IS LIMITED TO THE AMOUNT OF FEE RECEIVED BY THE APPRAISER.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate a supportable "as is" estimate of the lease value as of the effective date of the appraisal.

FUNCTION OF THE APPRAISAL

The appraisal was prepared for Austin Osborne, City Manager Storey County. This report was prepared to assist in negotiations to lease the property. Any other use of this report without written consent of the appraiser is prohibited.

CLIENT

The client is considered to be Austin Osborne, City Manager Storey County.

INTENDED USER

It is the appraiser's understanding that the user of the report will be Austin Osborne, Storey County, in a negotiation to lease of the property.

FUNCTION AND USE OF THE APPRAISAL

It is the appraiser's understanding that the intended use of this report is for in a negotiation to lease of the property.

SCOPE OF THE APPRAISAL

The appraiser, in preparation of this appraisal assignment, has made a physical inspection of the subject improvements and has taken sufficient photographs to adequately depict the property. The subject neighborhood was inspected by the appraiser to assist the appraiser in determining the characteristics of the neighborhood. Real estate signs for leased properties were noted for later investigation and confirmation.

The lease analysis of the real estate was made considering the Direct lease Comparison Approach

DEFINITION OF RENTAL VALUE

"Rental value is a term used in real estate appraisal and valuation. It refers to the amount of rental income a property could generate if it were to be rented out at the prevailing market rental rates. This value is used to determine the potential income stream of a property, both for current owners and potential investors.

EFFECTIVE DATES OF THE APPRAISAL

The effective date of this appraisal is April 24, 2024. All value conclusions contained herein reflect market conditions as of those dates.

LEGAL DESCRIPTION

According to public records and that certain Grant, Bargain Sale Deed recorded on August 24, 2008, with Document Number 128336, the subject property is legally described as follows:

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

The surface rights in and to the following described parcel of land:

PARCEL 1

All that real property situate in the County of Storey, state of Nevada, being a portion of the Northwest Quarter (NW 1/4) Section 32, Township 17 North, Range 21 East, M.D.M., being a portion of Lot 1, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant, Bargain, Sale Deed recorded August 22, 2018 as Document No. 128310, Official Records of Storey County, State of Nevada, more particularly described as follows:

BEGINNING at the Northwesterly corner of that Parcel of land shown as APN 001-042-10 for Nicholas & Jessica Fain on Record of Survey Map No. 121843, said point also being the intersection of the Easterly Right-of-Way of "A" Street and the Southerly Right-of-Way of Ridge Street;

THENCE along said South line, S 71°15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-042-10 per Record of Survey Map No. 121843; THENCE along East line of said Parcel, and the West line of "C" Street, S 20°00'51" W, a distance of 192.44 feet;

THENCE leaving said West line, N 69°54'19" W, a distance of 99.98 feet, to said East line of "A" Street;

THENCE along said East line, N 20°01'20" E, a distance of 190.07 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 1A on Record of Survey Supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No. 128309, Official Records of Storey County, State of Nevada.
APN: 001-042-13 (PTN)

PARCEL 2

All that real property situate in the County of Storey, state of Nevada, being a portion of the Northwest Quarter (NW 1/4) Section 32, Township 17 North, Range 21 East, M.D.M., being the North 65 feet, more or less, of Lot 3 and a portion of Lots 1 and 2, in Block 244, Range A, as shown on the Official Map of Virginia City, Nevada, filed June 6, 1865, in the office of the County Recorder of Storey County, State of Nevada, further described in Boundary Line Adjustment, Grant, Bargain, Sale Deed recorded August 22, 2018 as Document No. 128310, Official Records of Storey County, State of Nevada, more particularly described as follows:

COMMENCING at the Northwesterly corner of that Parcel of land shown as APN 001-042-10 for Nicholas & Jessica Fain on Record of Survey Map No. 121843, said point also being the intersection of the Easterly Right-of-way of "A" street and the Southerly Right-of-way of Ridge Street;

THENCE along said South line, S 71°15'57" E, a distance of 99.98 feet, to the Northeast corner of said APN 001-042-10 per Record of Survey Map No. 121843;

THENCE along East line of said Parcel, and the West line of "C" Street, S, 20°00'51" W, a distance of 192.44 feet, to the POINT OF BEGINNING;

THENCE continuing along said West line of "C" Street, S 20°00'51" W, a distance of 150.40 feet;

THENCE continuing along said West line of "C" Street, S 19°55'50" W, a distance of 88.47 feet, to the Southeast corner of that Parcel of land shown as APN 001-042-09 for Nicholas & Jessica Fain on Record of Survey Map No. 121843;

THENCE leaving said West line, N 73°37'43" W, a distance of 100.25 feet, to the East line of "A" Street;

THENCE along said West line, N 19°57'42" E, a distance of 92.69 feet;

THENCE continuing along said West line, N 20°01'20" E, a distance of 152.69 feet;

THENCE leaving said West line, S 69°54'19" E a distance of 99.98 feet, to the POINT OF BEGINNING.

Reference is further made to Parcel 2A on Record of Survey Supporting a Boundary line Adjustment for Nicholas & Jessica Fain recorded August 22, 2018 as Document No. 128309, Official Records of Storey County, State of Nevada.
APN: 001-042-13 (PTN)

PROPERTY RIGHTS APPRAISED

The subject property is appraised as a fee simple estate. A fee simple estate is defined as an absolute ownership unencumbered by any other interest or estate, subject only to the four powers of government.

OWNER OF RECORD

Owner of record is Storey County.

LAND AREA

The reader is referred to various maps throughout this report which depict the size of the property and location. The property is located within the southwest quadrant of Virginia City and the site contains .83± acres or 36,154.80± square feet.

TOPOGRAPHY

The subject property is relatively level and is located on the west side of South “C” Street northwest of Ophir Grade.

ACCESS

The subject property is located on the west side of “C”. Access to the subject site is considered to be adequate and typical.

UTILITIES

There are utilities extended to the site. The Public Works Director for Storey County, indicated that all utilities are located within “C” Street, and are adequate and typical.

FLOOD ZONE

According to the Federal Emergency Management Agency, the subject property is not in a flood zone area and no flood maps have been prepared for this community. This is referenced as Community Panel No. 32029C-0175D, Storey County.

ZONING

The subject property is currently zoned CR, Commercial/Residential zoning. The CR zoning is governed by Virginia City/Storey County. The purpose of this zoning is to provide suitable areas within Storey County, where commercial uses and residential uses may be established and maintained. Allowing residents who choose to live near commercial uses the option to do so, and to create an integrated community atmosphere, reflecting historic development patterns that may have formerly occurred within the communities of Storey County.

Permitted uses in the CR Commercial/Residential zone are uses permitted in the C Commercial Zone and residential uses of a permanent character in a permanent location including single-family dwellings, duplexes, multi-family dwellings, apartment hotels, boarding and rooming houses. The uses permitted under the C Commercial Zone can all be found within the Addendum of this report. Uses subject to a special use permit are buildings and structures constructed for

permanent use that will exceed 45 feet in height or that will be less than 25 feet in width; recreational vehicle parks.

Building heights and widths: No building shall be higher than 3 stories and not exceed 45 feet and the width of any building shall not be less than 25 feet.

Yard requirements for commercial use, any structure: There shall be no front or side yard requirements except wherever a building is located on a lot adjacent to R1, R2, or E zoned boundaries. There shall be provided a side yard of not less than 10 feet on the side of the building adjacent to the zoning boundary line. There shall be a rear yard of 10 feet provided between every building. For residential use and structures, there shall be provided a front yard of not less than 20 feet from the building to the street line, side yard not less than 8 feet from the main building to the property line, except on the street side the distance shall be a minimum of 20 feet and rear yards not less than 20 feet from the main building to the rear property line.

Residential use density: Each lot or parcel proposed to be developed with a residential use, except manufactured/mobile home parks, shall have a minimum area of 8,000 square feet. The minimum gross lot area per dwelling unit or site shall be 2,000 square feet and the maximum number of units allowed on any one lot or parcel shall be determined by dividing the total area by 2,000. Mobile home parks must be located in a lot or parcel having a minimum size of 1 acre gross and may not have a maximum density of 1 space for each 1,200 square feet a lot area.

The subject property is improved, and is considered to be currently compliant with its Commercial/Residential use.

EARTHQUAKE ZONE

According to the current edition of the Uniform Building Code, Virginia City is located in a Seismic Risk Zone 3. This Zone encompasses areas which have a number of local faults and where there is a relatively strong possibility of moderate to strong Seismic activity.

In an interview with Milton Sharp, a respected Nevada Engineer, it was indicated to this appraiser that earthquakes of approximately 6.5 on the Richter scale would be associated with a Seismic Zone 3. It was further indicated to this appraiser that plans for commercial and residential structures are typically reviewed by a structural engineer due to earthquake hazards.

Based upon a review of the earthquake hazards map, prepared by the Nevada Bureau of Mines and Geology for the Virginia City area, the subject property is not near any specific faults. There are no faults that appear to impose any constraints on the development of the subject. Based upon the analysis of the available data, it is this appraiser's opinion that the development of the subject property would not be impacted by earthquake hazards to a greater degree than is typical for the Virginia City area. The conditions present are quite common throughout Storey County as well as throughout Northern Nevada.

SALES HISTORY

According to public records, the property has transferred hands once within the last eight years. The property was sold by Divide Fitness Programs, Inc., to Storey County, on January 1, 2014. According to public records and verified with the client, the purchase price was \$282,310.26. There have been no other similar properties sold in Virginia City or the surrounding counties that would indicate whether or not the sale in 2014 was market value. It has been indicated by the client that the sale was an arms length transaction.

TAX DATA

The subject property is identified with one Assessor's Parcel Number. The assessed value for the subject property is based upon a 35% assessment ratio of the Assessor's estimate of the taxable value. The tax rate for the district within which the subject property is located is \$3.4607 per \$100 of assessed valuation.

As was discussed in the Area Analysis section of this report, the State of Nevada has favorable taxes. There are no apparent or anticipated increases in taxes in the foreseeable future nor are there any anticipated special assessments that would affect the subject property. The taxes for the subject property are typical for the area and do not appear to have a positive or negative effect on the overall valuation of the subject improvements.

The following chart sets forth a summary of tax data for the parcels contained in the subject property. The taxes for the subject are typical for the area and do not appear to have a positive or negative effect on the overall valuation of the subject property. The property is effected by the 8% tax cap imposed by the legislators in 2005-2006

SUMMARY OF TAX DATA

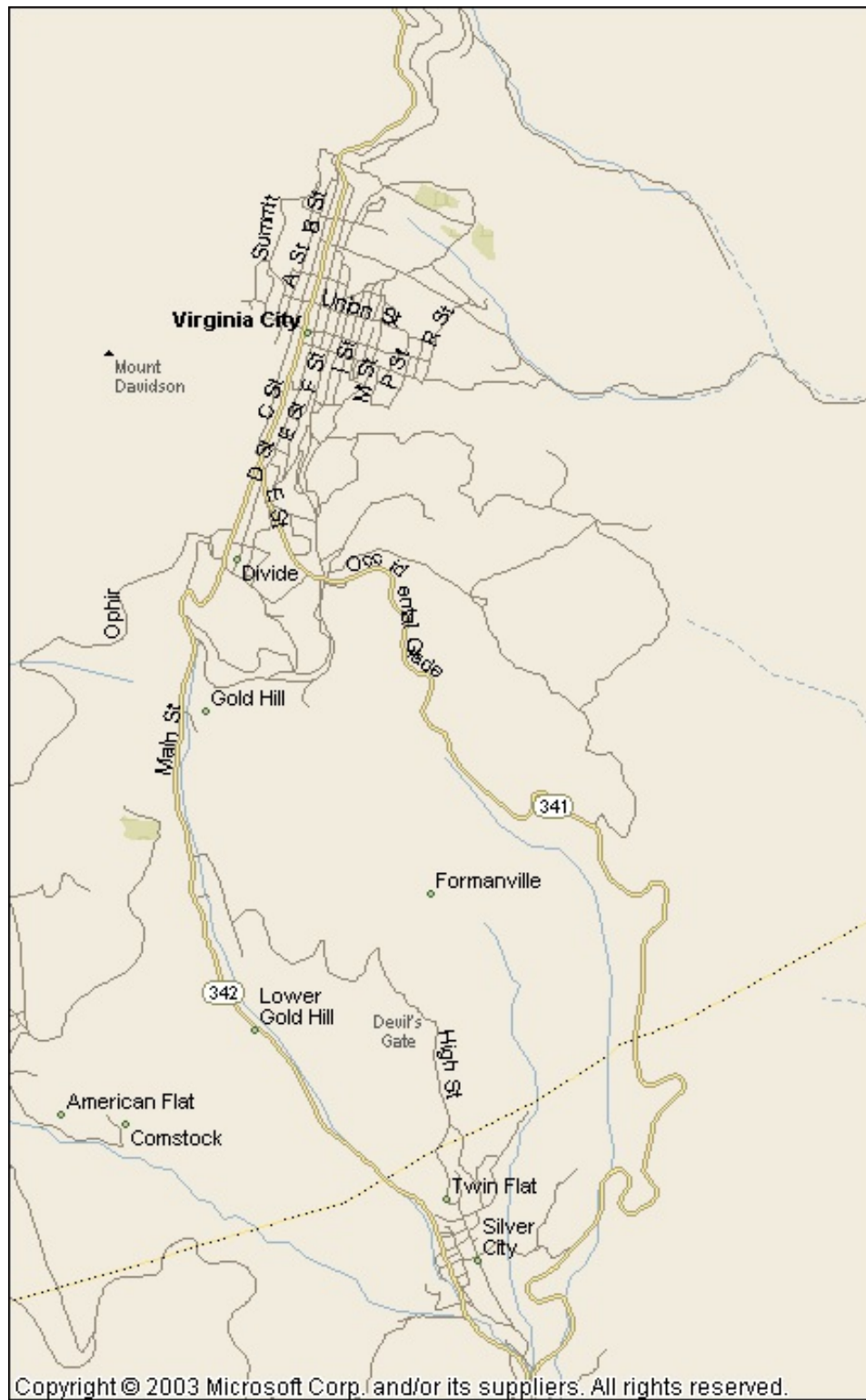
A.P.N.	Assessed Value		Total Assessed Value	2023-2024 Taxes	Taxable Value
	Land	Improvements			
001-042-15	\$37,963	\$457,968	\$495,932*	\$0.00	\$1,416,947.00

* The Storey County District is exempt from taxes.

SPECIAL ASSESSMENTS

The appraiser has contacted the Storey County Treasurer's Office to determine if there are any special assessments against the subject property. As of April 24, 2024, a representative with the Treasurer's Office indicated to this appraiser that there are no current pending special assessments against the subject parcel.

AREA MAP



AREA/NEIGHBORHOOD DESCRIPTION

The subject property is located in the historic mining town of Virginia City. Virginia City is located in the mountains east of Washoe Valley, atop an area known as the Comstock Lode, at an elevation of 6,220 feet. The Comstock Lode was the site of major silver and gold mining discoveries in the mid to late 1800s. Virginia City was the center of this activity and a booming mining town. Gold Hill was also a booming mining town in its own right. Gold was discovered near Gold Hill first, thereby establishing Gold Hill a year prior to Virginia City. Today, the area is more of a tourist attraction. The population is very small, although it is reported that over a million tourists visit the town each year. There are many mining claims throughout the surrounding area, some of which are likely still active.

Access through the area is provided by State Route 341. State Route 341 extends northerly from U.S. Highway 50 near Mound House through Virginia City northerly and westerly through the mountains until it joins U.S. Highway 395 at the Mt. Rose junction, just south of Reno. State Route 341 is a two lane, asphalt paved roadway. State Route 341 splits in two between Silver City and Virginia City. The westerly roadway in this area is known as State Route 342. The eastern roadway remains State Route 341. Through Gold Hill, State Route 341 is known as Main Street, the main thoroughfare through town. Through Virginia City, State Route 341 is known as C Street, the main thoroughfare through town.

The old mining town of Silver City is located a short distance south of Gold Hill, along State Route 342. This town is very small with only a handful of storefronts and residences. From the intersection of State Route 341 and U.S. Highway 50, Carson City is a short distance to the west and Dayton is a short distance to the east.

Virginia City is one mile to the north of Gold Hill. Virginia City is primarily a tourist town. Downtown Virginia City involves an area a few blocks long and extending one block above and one block below the main street. The majority of the buildings are very old, dating back to the late 1800s. The original covered wood sidewalks remain. There are several saloons, retail stores, museums, restaurants, rooming houses, and lodging facilities, etc. The development extending westerly and easterly becomes primarily residential with scattered homes of varying ages and quality. Virginia City is the county seat for Storey County. A historic courthouse

dating back to 1876 is located one block west of C Street, and houses all of the county offices as well as the courthouse, Sheriffs office, and the county jail.

North of Virginia City are several residential developments spread throughout the hills. This area is primarily known as the Virginia City Highlands. Due to its relative proximity to Reno and its country atmosphere, many people choose to live here and commute to Reno for work. State Route 341 becomes a steep winding road as it leads down to the Truckee Meadows. This portion of the highway is known as the Geiger Grade.

Gold Hill currently is a small historic community consisting of a hotel, two saloons, a few small shops, scattered residences and the Gold Hill Train Depot. The hotel, the Gold Hill Hotel, is reported to be the oldest and longest operating hotel in Nevada and is well known. With the exception of some newer residences, most of the remaining buildings in Gold Hill are historic and date back to the late 1800s.

All utilities including electricity, water, sewer, gas, and telephone are available within Virginia City. Outlying areas typically rely on wells and septic systems. There is also an elementary school, middle school, and high school located in Virginia City.

A portion of the old V & T Railroad is still in place and provides short sightseeing rides between Virginia City and Gold Hill. Plans are currently underway to reconstruct a portion of the railroad to provide service from Gold Hill to Carson City and possibly beyond. The first phase of this reconstruction has been completed. It is hoped that reconstruction of the railway will be a boon to tourism in the area as well as reduce vehicular traffic throughout the area. In its heyday, Virginia City had a population of over 30,000 people. Currently the population is estimated to be approximately 800 people. According to the 2000 Census, the population of Storey County, which included the town of Gold Hill, the Highland Ranch development north of Virginia City, and a portion of the Stagecoach area to the southeast, was just over 3,000 people.

The economy of Virginia City is centered on tourism, which accounts for about 90% of the economic base of the town. The Tourism Board estimates that 1.6 million visitors come to Virginia City each year. Most tourists are day trippers who arrive by car or bus. Overnight accommodations are limited to 163 lodging rooms in eight properties, including the new 67-room Ramada Inn (which is the only new

commercial building built in Virginia City in the last several years) and the 50 spaces in the Virginia City RV park. "C" Street is developed with over 150 gift shops, several restaurants, and historic saloons. Other tourist attractions include several historic mansions, the Chollar Mine, the Fourth Ward School House, three historic churches, Divide Fitness and the V&T Railroad, which makes nine runs per day, seven days per week, from April through October to Gold Hill. In addition, several small museums are located in stores or saloons on "C" Street. Special events are scheduled nearly every weekend from April through October.

Shopping is limited primarily to the gift shops. There are two convenience markets, one in the Sugar Loaf Motel and one in the Virginia City RV Park, one bank, a public library, one gas station, and a post office. The only laundromat in town is in the Virginia City RV Park. Most normal utilities are available to the area. Electricity is provided by NV Energy and telephone service is provided by AT&T. Water and sewer services are provided by Storey County, and Virginia City owns its own cable company which provides expanded basic service. There is no natural gas to the town. Residents heat their homes primarily with propane, augmented by wood stoves or fireplaces.

Virginia City has a public elementary school, a middle school, and a high school. The town also has a library, a senior citizens facility, a community swimming pool, and several churches. The closest hospital is in Reno. There is a landing pad for CareFlight services to Reno hospitals.

In summary, Virginia City is a small, historic community, located in a tourist area founded on silver and gold mining. Mining claims are scattered throughout the area. Currently, the main sources of employment are in tourism-related services and the Storey County government offices. While the town has the feeling of being remote, it is only 14 miles to Carson City and 25 miles to Reno. Any and all needed facilities and services are located in these two cities.

SITE DATA

Location and Access

The subject property is located on the west side of "C". Access is considered to be both adequate and typical.

Easements

The appraiser is aware that the subject property probably has public utility easements. These utility easements typically do not have an effect on valuation. The appraiser is unaware of any other easements that would adversely affect the subject property.

Topography and Drainage

The subject property is relatively level and is located on the west side of South "C" Street northwest of Ophir Grade.

Utilities

There are all utilities extended to the site. The Public Works Director for Storey County, indicated that all utilities are located within "C" Street and have been extended to the subject site.

Land Size

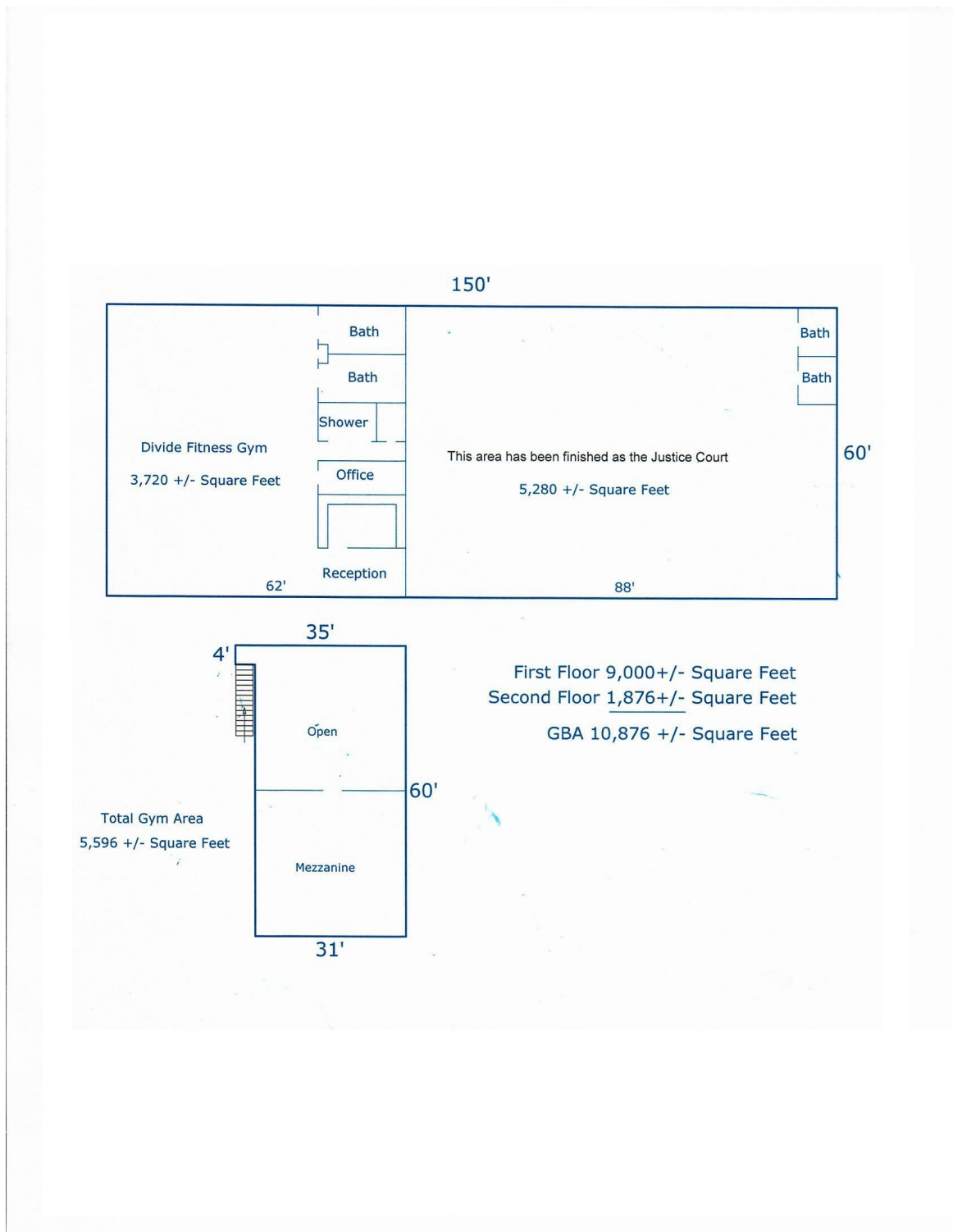
The subject site contains one identifiable assessor's parcel number, which is APN 001-042-15. The site contains .83± acres or 36,154.80± square feet.

Conclusion and Summary of the Subject Site

The location, access, topography, as well as the utilities lend themselves to the highest and best use of the subject site as being left as its current use.

DESCRIPTION OF SUBJECT IMPROVEMENTS

The following description is based upon a physical inspection of the subject property by the appraiser. The appraiser inspected the interior and exterior of the improvements on April 24, 2024. The subject is comprised of one building and is considered to be a steel framed and sided retail/commercial building. The building contains in total a gross building area is 10,876± sf. The first floor contains 9,000±, the second floor mezzanine area contains 1,876± sf. The property is utilized by two tenants. The first tenant being The Divide Fitness Gym which utilizes 3,720± sf of the first floor and the entire mezzanine area for a total area used of 5,596± sf. The second unit has been converted from open warehouse space to the Storey County Justice Court which contains 5,280± sf. The first floor is a fitness gym area containing a reception area, snack bar, small office, two showers and a men's and women's bathroom. The property was built in 2015. The foundation is concrete. The building is a steel frame structure system. The roof is pitched. The exterior walls are corrugated metal panels. The interior walls are wood frame with textured and painted drywall. The floor finish is smooth finish concrete with combinations of carpet and wood flooring. Plumbing appears to meet code. The electricity main panel is indicated 208Y/120V/4 wire/3 phase power. The ceilings are exposed wrapped insulated under steel roofing material. Lighting consists of suspended florescent lights. The exterior front doors are glass and metal frames while interior doors are hollow core wood doors and wood frames excepting rear entries which are metal doors. All areas are heated via fire, propane gas furnaces. AC is a ground mounted unit at the rear of the building. The property has no landscaping other than sidewalks and six parking areas. There are two at grade level roll-up doors along the west building elevation and one along the south building elevation. The entire structure is sprinkled. As indicated, the Divide fitness area has two lockers and showers and two restrooms. There appears to be no deferred maintenance. The reader is referred to improvement sketches found on the next few pages to better visualize the space.

Divide Fitness

COMMERCIAL LEASE ANALYSIS

Commercial lease analysis is a critical process for landlords and tenants to assess the suitability of a legally binding commercial lease. A commercial lease is a legally binding agreement between a landlord and a tenant that governs the terms and conditions of renting a commercial property. Commercial leases are a critical component of business operations in Nevada, as they establish the rights and obligations of both parties and set the foundation for a successful and productive business relationship.

Analyzing a commercial lease is a critical step for both landlords and tenants in Nevada, as it enables them to understand the key provisions of the lease and assess its suitability for their needs. In this context, commercial lease analysis is an essential process that requires a thorough understanding of the relevant laws and regulations and the specific needs and objectives of the parties involved.

CURRENT LEASE ANALYSIS

The subject property is currently under lease. The property is owned by Storey County who has leased Divide Fitness to Divide Fitness, Inc. The lease was started in 2019 and has been extended until August 6, 2024. There was several automatic two year extension which were renewed. The current lease expires August 6, 2024. The rental rate is \$1,500.00 per month and has been the same for the duration of the lease with no increases. This lease appears to below the current market.

ECONOMIC RENTAL ANALYSIS

To establish the economic rental rate which the subject property can reasonably be expected to generate, I have researched other retail properties in Nevada to determine what comparable properties are renting for. There is very limited information in Virginia City, so I have expanded my search to competing areas around Northern Nevada and one smaller town in Southern Nevada. Following will be a recap of those properties.

Address	Town	Area	Lease Rate
1281 Kimmerling	Gardnerville	960-3,000± SF	\$0.60-\$1.25 SF/Month
1687 US HWY 395	Minden	860-2,076± SF	\$1.00 SF/Month
6 Pine Cone Rd.	Dayton	938-2,452± SF	\$1.05-\$1.15 SF Month
3400 Kauai Ct.	Reno	1,000-1,950± SF	\$1.10 SF/Month
150 NV-160	Pahrump	1,125-2,400± SF	\$0.99 SF/Month
150 E. Main St.	Fernley	690-2,200± SF	\$1.00 SF/Month
186 E. Main St.	Fernley	704± SF	\$1.28 SF/Month
336 E. Winnie Ln.	Carson City	1,200-2,880± SF	\$0.90 SF/Month
1901 N. Carson St	Carson City	640-2,400± SF	\$1.10 SF/Month
2085 E. William St.	Carson City	1,441± SF	\$1.10 SF/Month
215 W. Bridge St.	Yerington	228-5,000± SF	\$0.80-\$1.00 SF/Month
#5 "C" St	Virginia City	300-2,000± SF	\$1.60-\$3.00 SF/Month
94 Cottage St.	Easthampton	3,000± SF	\$0.47 SF/Month
5NJ-17	Hasbrouck	4,326± SF	\$1.84 SF/Month
5739 S Campbell	Springfield	4500± SF	\$0.91 SF/Month
2170 Anderson	Petoskey	3,325± SF	\$1.33 SF/Month

There are no buildings in Virginia City similar to the subject property, therefore lease rates for competing areas have been analyzed. The subject is leased for \$1,500 per month of \$0.27 per square foot. These rentals range from \$0.47 to \$3.00 a month. The last four properties in the above table are properties leased for gyms. The at 5NJ-17 includes gym equipment the other three do not. Therefore the best

indicated range is \$0.47 to \$1.33. The subject is open space and could be used for many different retail uses. I searched all of Nevada for Gym lease. There were none similar to the subject. Divide Fitness is considered a small Gym. I wanted to find some market indicators from around the county of similar small gyms, I used what I found. The \$0.50 is predicated on my interpretation of the market and is not an average. I felt the lower end of the market for small gyms best reflected the current market or a rate of around \$0.47 which I rounded that to \$0.50

Therefore the subject will be valued for rental purposes at \$0.50 per square foot per month. Applying \$0.50 to the subject's 5,596± square feet, results in a monthly rent of \$2,798.

Monthly Rent

\$2,798.00

No annual increases are recommended.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. my reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Foundation and in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of this report.
9. no one provided significant professional assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
11. As of the date of this report, I, Anthony J. Wren MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.

As of April 24, 2024, the effective dates of value, the estimated market value for the subject property is:

RECOMMENDED MONTHLY RENT
(\$2,798.00)

A handwritten signature in blue ink that reads "Anthony J. Wren". The signature is written in a cursive style with a large initial 'A' and 'W'.

Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

ADDENDUM

QUALIFICATIONS OF APPRAISER

**QUALIFICATIONS OF
ANTHONY J. WREN, MAI, SRA
REAL ESTATE APPRAISER**

PROFESSIONAL DESIGNATIONS:

MAI – Member Appraisal Institute*	1991
SRPA – Senior Real Property Appraiser*	1987
SRA – Senior Residential Appraiser*	1984

* These are no longer consider to be acronyms by the Appraisal Institute

PROFESSIONAL INVOLVEMENT:

- Re-Appointed by the Governor of Nevada to serve on the Nevada State Board of Taxation, Passed Chairman 11/19 to 10/23
- Appointed by the Governor of Nevada to serve on the Nevada State Board of Taxation, Current Member 5/16 to 10/19
- Appointed by the Governor of Nevada to serve on the Nevada State Board of Equalization, Chairman as of January 2009 3/08 to 3/12
Reappointed to a new term and Chair 3/12 to 10/15
- Appointed by the Governor of Nevada to serve on the Nevada Commission of Appraisers 9/94 to 6/97 and 7/97 to 6/00
- President, Commission of Appraisers of Real Estate, State of Nevada (1996, 1998)
- Expert Witness for Nevada District Court, Washoe, Storey, Clark and Elko Counties
- Member of the Appraisal Institute, National Board of Realtors, and Reno/Carson/Tahoe Board of Realtors
- Over 47 years of Appraisal Experience

APPRAISAL LICENSE:

Nevada Certified General Appraiser
#A.0000090-CG

REAL ESTATE BROKERAGE:

Nevada Real Estate Brokerage Licensed Broker
Anthony J. Wren
#B.0023456.INDV.

OFFICES HELD:

Member Young Advisory Council SREA,
San Diego & San Francisco, CA 1989 & 1991

Education Chairman, Reno/Tahoe/Carson Chapter
Appraisal Institute 1993
Board of Directors, Reno/Carson/Tahoe Chapter
Appraisal Institute 1993-2007
President, Reno/Carson/Tahoe Chapter 189
 1988-1989
First Vice President, Reno/Carson/Tahoe
Chapter 189 1987-1988
Secretary, Reno/Carson/Tahoe Chapter 189
 1956-1987
President, Reno/Carson/Tahoe Chapter 189 2000

Appraisal Instruction

Several USPAP Update Courses taught through 2023
 Business Practices and Ethics 2020
 15-Hour National USPAP 2018
 Comparison Valuation of Small, Mixed-Use Properties 2011
 Income Valuation of Small, Mixed-Use Properties 2011
 15-Hour National USPAP Course 03/23/07
 15-Hour Standards of Professional Practice (Seattle, WA) 03/22/07
 7-Hour National USPAP Update (Las Vegas, NV) 03/02/07
 7-Hour National USPAP Update (Chicago, IL) 04/15/05
 7-Hour National USPAP Update (Reno, NV) 02/24/05
 USPAP Update 2003 – Standards & Ethics for Professionals 09/05/03
 Business Practices and Ethics 07/25/03
 7-Hour National USPAP Update Course 05/02/03
 15-Hour National USPAP 03/22/03
 Appraisal Procedures 05/19/01
 Sales Comparison Valuation of Small, Mixed-Use Properties 03/31/01
 Standards of Professional Practice, Part B (USPAP) 02/10/01
 Income Valuation of Small, Mixed-Use Properties 02/19/00
 Standards of Professional Practice, A, B, & C, USPAP 1992–2003
 Reno, NV, Casper, WY, Eugene, OR, Sacramento, CA, Las Vegas, NV
 Income Valuation of Small Mixed Use Properties
 (Reno, NV) 1998

	(Casper, WY)	1999
	(Sacramento, CA)	1999
Residential Case Study, Course 210	(Las Vegas, NV)	10/97
Alternative Residential Reporting Forms	(Buffalo, WY)	9/97
	(Polson, MT)	9/97
Data Confirmation and Verification	(Richland, WA)	11/96
	(Riodoso, NM)	09/96
	(Reno, NV)	03/96
	(Savannah, GA)	12/95
Understanding the Limited Appraisal	(Savannah, GA)	12/95
	(Tucson, AZ)	09/94
110 "Real Estate Appraiser Principles"	(Minneapolis, MN)	07/99
	(Sacramento, CA)	05/95
	(Wenatchee, WA)	09/94
	(St. Louis, MO)	02/94
	(Las Vegas, NV)	05/94
URAR Update	(Casper, WY)	01/94
	(Reno, NV)	12/93
1A2 Basic Valuation Procedures	(Las Vegas, NV)	05/92
Course 207B, Income Valuation Appraising	(Reno, NV)	Fall 1989
Truckee Meadows Community College	(Reno, NV)	Spring 1989

APPRAISAL COURSES AUDITED:

Case Studies in Real Estate Valuation	1991
Cost Valuation of Small, Mixed-Use Properties	1988
Income Valuation of Small Mixed-Use Properties	
Sales Comparison Valuation of Small, Mixed-Use Properties	

APPRAISAL COURSES SATISFACTORILY CHALLENGED:

A1: Course I210 Residential Case Studies	(1993)
A1: Course 410 Standards of Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)

SREA: Course 301 Special Applications of Real Estate Analysis	(1989)
SREA: Course 202 Applied Income Property Valuation	(1985)
SREA: Course 201 Principles of Income Property Appraising	(1984)
SREA: Course 101 An Introduction to Appraising Real Property	(1983)
SREA: Course 102 Applied Residential Property Valuation	(1983)

Classes Taken Online

Introduction to the Uniform Dataset (2 hours)	2019
USPAP Instructor Recertification Course 2018-2019 (4 hours)	2018
USPAP Instructor Recertification Course 2016-2017 (4 hours)	2016
USPAP Instructor Recertification Course 2014-2015 (4 hours)	2014

Classes Attended

Uniform Appraisal Standard For Federal Land Acquisition	2017
2018-2019 Instructors Recertification Course (USPAP)	2017
Architectural Styles and the UAD	2017
Constructing the Profession Report	2017
FHA SFR Appraising - Handbook 4000.1	2017
Comprehensive Square Foot Calculations	2017
2016-2017 USPAP Instructor Recertification Course	2015
Business Practice and Ethics Instructor Training	2015
Tahoe Litigation Conference	2014
Evaluating Residential Construction	2014
Appraisal Review General	2012
Uniform Appraisal Standards for Federal Land Acquisitions (Phoenix, AZ)	12/17 & 18/09
Valuation of Easements and Other Partial Interests (Reno, NV)	12/04/09
General Market Analysis and Highest & Best Use (Las Vegas, NV)	08/31/09 – 09/03/09
Introduction to International Valuation Standards (Online)	08/01/31 – 08/31/09
Valuation of Green Residential Properties (Phoenix, AZ)	02/19/09
REO Appraisal: Appraisal of Residential Property Foreclosures (Las Vegas, NV)	10/11/08
Forecasting Review	10/10/08
AQB Awareness Training for Appraisal Institute Instructors (Online)	08/15/07

Committee CE Credit (Chapter Level)	12/31/09
AQB USPAP Instructor Recertification Course (Dedham, MA)	02/24/07
AQB USPAP Instructor Recertification Course (Tucson, AZ)	12/04/04
Water Rights in Nevada	2/01/03
Training & Development Conference	08/26/03
AQB USPAP Instructor Recertification (San Francisco, CA)	10/30/02
Appraisal Continuing Education	12/10/02
Property Flipping and Predatory Lending Seminar	10/17/01
2001 USPAP Update for Instructors & Regulators-CA (San Diego, CA)	12/09/00
Lake Tahoe Case Studies in Commercial Highest & Best Use (Sacramento, CA)	10/20/00
Supporting Sales Comparison Grid Adjustments for Residential Properties (Reno, NV)	09/29/00
Case Studies in Commercial Highest and Best Use (Reno, NV)	07/28/00
Tools For Teaching Excellence, Day 1	07/09/00
USPAP Update for Instructors and Regulators (Las Vegas, NV)	07/08/00
Tools For Teaching Excellence, Day 2	07/10/00
Residential Consulting	03/31/00
Residential Consulting	2000
FHA's Home buyer Protection Plan & the Appraisal Process Seminar	1991
Affordable Housing Valuation Seminar	1997
Alternative Residential Reporting Forms	1986
Business Valuation Part 1	1996
Understanding Limited Appraisals – General	1995
Data Confirmation & Verification Methods	1995
Mandatory Faculty Workshop	1995
Appraising 1- to 4-Family Income Properties	1995
Investment Techniques with the HP-17/19II Calculator	1994
Fair Lending and the Appraiser	1994
Mock Trial	1994
Electronic Spreadsheet Workshop	1994
Basic Argus Training (Spreadsheets)	1994
Investment Techniques with the HP-17/19II Calculator	1994
FNMA URAR Update	1993
Maximizing the Value of an Appraisal Practice	1993
Litigation Valuation	1992
101 "Instructors Clinic	1990

Comprehensive Appraisal Review	1990
Meetings Attended	
Committee Credit – National	12/31/00

FORMAL EDUCATION:

University of Texas at Arlington (No Degree)	1974
Casper College (No Degree)	1973
Peacock Military Academy (High School)	1972



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by the Nevada Rural Housing Authority (NRHA) about rural affordable home purchase programs, and discussion and consideration for approval Resolution No. 24-740 providing for the transfer of Storey County's 2024 Private Activity Bond Volume Cap to the NRHA for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 24-740 providing for the transfer of Storey County's 2024 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** Each year Storey County transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA), resulting in continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers.
- Transferring unused PABC to NRHA does not obligate the County in any way – it simply provides NRHA with an additional financing tool to ensure it can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRHA.
- According to the enclosed report by the Nevada Department of Business and Industry, Nevada's 2023 volume cap allocation is approximately \$399,272,000 and Storey County's private activity bond cap for 2024 is \$274,295 based in-part on the county's population. Any unused bond allocation will revert to the Director's Office after that date.
- **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



State of Nevada - Department of Business & Industry
Distribution of Federal Tax Exempt Private Activity Bonding Authority (CAP)
For Use in Calendar Year 2024

\$399,272,000.00 =Total statewide allocation
\$199,636,000.00 =Local jurisdictions allocation Total

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

Counties & Incorporated Cities	2024		Percentage of State		Total for Distribution	\$	
	County Totals	Jurisdiction Totals	Population Estimate**	Population %			
							199,636,000
Carson City	58,923	58,923		1.81767%		\$	3,628,723.16
Churchill County	26,940						
Fallon		9,551		0.29463%		\$	588,190.26
Unincorporated County		17,389		0.53642%		\$	1,070,886.87
Clark County	2,361,285						
Boulder City		14,958		0.46143%		\$	921,175.79
Henderson		341,980		10.54947%		\$	21,060,549.28
Las Vegas		666,780		20.56898%		\$	41,063,082.79
Mesquite		22,711		0.70059%		\$	1,398,637.74
North Las Vegas		282,496		8.71450%		\$	17,397,277.41
Unincorporate County		1,032,360		31.84647%		\$	63,577,018.12
Douglas County	54,343	54,343		1.67638%		\$	3,346,667.73
Elko County	57,538						
Carlin		2,578		0.07953%		\$	158,763.95
Elko		21,707		0.66962%		\$	1,336,807.25
Wells		1,290		0.03979%		\$	79,443.56
West Wendover		4,540		0.14005%		\$	279,592.06
Unincorporated County		27,423		0.84595%		\$	1,688,822.28
Esmeralda County	1,067	1,067		0.03292%		\$	65,710.29
Eureka County	1,776	1,776		0.05479%		\$	109,373.46
Humboldt County	17,696						
Winnemucca		8,518		0.26277%		\$	524,573.83
Unincorporated County		9,178		0.28312%		\$	565,219.37
Lander County	6,121	6,121		0.18882%		\$	376,956.61
Lincoln County	4,808						
Caliente		1,114		0.03436%		\$	68,604.75
Unincorporated County		3,694		0.11395%		\$	227,491.87
Lyon County	63,179						
Fernley		24,394		0.75251%		\$	1,502,283.87
Yerington		3,541		0.10923%		\$	218,069.49
Unincorporated County		35,244		1.08721%		\$	2,170,471.95
Mineral County	4,842	4,842		0.14937%		\$	298,190.48
Nye County	52,478	52,478		1.61885%		\$	3,231,813.28
Pershing County	7,464						
Lovelock		2,079		0.06413%		\$	128,033.46
Unincorporated County		5,385		0.16612%		\$	331,630.67
Storey County	4,454	4,454		0.13740%		\$	274,295.83
Washoe County	508,759						
Reno		277,517		8.56091%		\$	17,090,649.91
Sparks		113,816		3.51102%		\$	7,009,262.17
Unincorporated County		117,426		3.62238%		\$	7,231,580.97
White Pine County	10,005						
Ely		3,954		0.12197%		\$	243,503.75
Unincorporated County		6,051		0.18666%		\$	372,645.72
Totals	3,241,678	3,241,678		100.00%		\$	199,636,000.00

IRS Bulletin: 2024-12_IRB https://www.irs.gov/irb/2024-12_IRB

Saved in Excel as: 2024 Volume Cap Distribution - FINAL

RESOLUTION No. 24-740

RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA
PROVIDING FOR THE TRANSFER OF THE COUNTY'S 2024 PRIVATE ACTIVITY BOND
VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS
RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to Storey County, Nevada (the “County”), the amount of \$274,295.83 in tax-exempt private activity bond volume cap for year 2024 (the “2024 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the County transfer its 2024 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

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

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the County may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2024 Bond Cap; and

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

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

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

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

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the County hereby transfers its 2024 Bond Cap in the amount of \$274,295.83 to the NRHA for its Single Family Programs.

Section 3. Use of 2024 Bond Cap. The NRHA will use the 2024 Bond Cap for single family purposes in calendar year 2024 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

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

Section 5. Additional Action. The Chair of the Board of County Commissioners and the Clerk of the County are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2024 Bond Cap, and carry out the duties of the County hereunder, including the execution of all certificates pertaining to the transfer as required by NAC 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2024 Bond Cap.

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

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

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

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
STOREY COUNTY, NEVADA

By _____
Jay Carmona, Chair

ATTEST:

By _____
Jim Hindle, County Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Doreayne Nevin, am the duly chosen and qualified County Clerk of Storey County, Nevada (the “*County*”) and in the performance of my duties as County Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“*NAC*”), that the 2024 private activity bond volume cap allocated to the County in the amount of \$274,295.83 has been transferred as follows:

\$274,295.83 has been transferred pursuant to NAC 348A.180 from the County, a local government, located in the State of Nevada to the Nevada Rural Housing Authority, a local government, located within Storey County, for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

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

STOREY COUNTY, NEVADA

By _____
Jim Hindle, County Clerk

cc: Donna Greenhut, Nevada Rural Housing Authority

**Mission first.
Everything else
second.**



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

July 1, 2024

Jay Carmona
Chair, Storey County Commission
26 S. B. St./P.O. Box 176
Virginia City, NV 89440

Re: Request for Private Activity Bond Cap

Dear Chair Carmona:

Each year, the commission votes to transfer all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating NRH's homeownership programs. Transferring unused PABC to NRH does not obligate the locality in any way – it simply provides us with an additional financing tool to ensure we can continue to offer access to homeownership to rural Nevadans.

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

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

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

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

With Sincere Gratitude,

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

STOREY COUNTY • 2024





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

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

WITH COMMUNITY PARTNERS LIKE YOU, NRH IS PROUD TO HAVE DELIVERED HOPE TO RURAL NEVADANS FOR 51 YEARS AND COUNTING!

SINCE
1973

PROGRAM POINTS OF INTEREST

Homeownership	\$2.4 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	\$45.6 MILLION EST. TAX SAVINGS
Rental Assistance	1,123 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	362 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	690 DOORS MANAGED IN 9 COMMUNITIES



"IT'S OUR DREAM HOME , AND REALLY A DREAM COME TRUE, FOR OUR ENTIRE FAMILY, AND THAT IS THANKS TO NEVADA RURAL HOUSING."

-THE DAVIS FAMILY

HOMEOWNERSHIP PROGRAMS

GET RURAL NEVADANS HOME AT LAST

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

Since 2006, the program has provided \$2.4 billion in mortgages, assisted 10,849 homeowners, provided \$64.8 million in down payment assistance and has delivered \$45.6 million in estimated tax savings to homeowners, which is reinvested in their communities.

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

PROGRAM IMPACT FOR STOREY COUNTY

- \$2.7 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS TO NRH SINCE 2006
- \$28.5 MILLION IN MORTGAGES PROVIDED TO 223 HOMEBUYERS SINCE 2006
- \$872,000 IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE COUNTY SINCE 2006
- \$769,727 IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE COUNTY SINCE 2006

TAKING RURAL HOMEOWNERSHIP TO NEW HEIGHTS



LUNCHPAD

Homeownership Program by Nevada Rural Housing

PRIVATE ACTIVITY BOND CAP TRANSFERS MAKE MAGIC HAPPEN, SUCH AS THE LAUNCHPAD HOMEOWNERSHIP PROGRAM BY NEVADA RURAL HOUSING TAKING FLIGHT THIS SUMMER!

Launchpad 1.0 is designed to deliver a stellar below-market rate (Houston, we have NO problem with a 6.17%!) and out-of-this-world program terms to help our lenders and their borrowers make affordable, rural homeownership happen!

- For first-time homebuyers only (Veterans and those buying in targeted areas exempt from the first-time buyer requirement)
- Launchpad provides 4% down payment assistance paired with 30-year fixed-rate government loans (FHA, VA, USDA-RD) - no conventional option available with this program
- Down payment assistance has a 5-year term that is forgiven at maturity
- Income limits apply - see them at BuyRuralNV.org
- Launchpad opens to all rural Nevada jurisdictions (under 150,000 population) July 22, 2024. Visit HALMap.org for property eligibility in Clark and Washoe counties.
- Funds are limited. Launchpad 1.0 will offer \$25 million in mortgage funds – NRH hopes to provide future program issuances after this first launch!

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.



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

SERVICE BY THE NUMBERS

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

NRH SEEKING ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0179

SEE THE MISSION IN ACTION




VISIT US AT NVRURAL.ORG



THIS INSTITUTION IS AN EQUAL OPPORTUNITY
PROVIDER AND EMPLOYER

NIRH NEVADA
RURAL
HOUSING

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 15	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to direct staff to proceed with the steps necessary to create a Commercial Property Assessed Clean Energy (CPACE) Program in Storey County.
- **Recommended motion:** a. I _(commissioner), move to approve staff to proceed with the steps necessary to create a Commercial Property Assessed Clean Energy (CPACE) Program in Storey County.
-
- b. I _(commissioner), move to approve staff not to proceed with the steps necessary to create a Commercial Property Assessed Clean Energy (CPACE) Program in Storey County.
- **Prepared by:** Lara Mather

Department: Business Development

Contact Number: 775-847-0968

- **Staff Summary:** In 2017, through NRS 271, the State of Nevada authorized cities and counties to implement Commercial Property Assessed Clean Energy (C-PACE) programs. C-PACE is designed to help property owners of qualifying commercial or industrial real property access long-term, private-sector financing for the installation of qualified improvement projects.
- **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

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval authorizing County staff to transfer \$8,000 from the State Grant Account to the Grant Match account to cover additional costs for the Comstock Historic District Survey Phase II Grant Project.
- **Recommended motion:** I (commissioner), move to authorize County staff to transfer \$8,000 from the State Grant Account to the Grant Match account to cover additional costs for the Comstock Historic District Survey Phase II Grant Project.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** The Comstock Historic District Phase II Project is funded by the Historic Preservation Fund (HPF) that the State Historic Preservation Office administers as a pass-through entity for the National Park Service. The SHPO has determined that the maximum hourly rate for wages on this grant is \$82.57/hr. This maximum hourly rate for is too low to cover the costs of the consultants needed for this project, Kautz Environmental. The County will need to cover the excess costs of the consultant's hourly rate for the Principal Investigator (\$115/hr – \$32.43/hr difference), Architectural Historian (\$95/hr – \$12.43/hr difference), and the Geographical Information Systems Manger (\$95/hr – \$12.43/hr difference).
- **Supporting Materials:** No Attachments
- **Fiscal Impact:** \$5,000
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head


Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to relocate the Miner's Park monument from outside of the Miner's Park fence to inside the fence.
- **Recommended motion:** I (commissioner), move to approve the relocation of the Miner's Park monument from outside of the Miner's Park fence to inside the fence.
- **Prepared by:** Honey Coughlin

Department: Commissioners

Contact Number: 7755463183

- **Staff Summary:** Currently, the Miner's Park monument is outside of the fence line of Miner's Park and is located in the Miner's Park/Senior Center parking lot. It contains the names of Virginia City residents who were important to the community. There is no fence around the monument, making it subject to getting hit by vehicles. Public Works proposes moving the monument inside the fence of the park and adding a walkway to and around the monument.
- There will be a couple of benefits to this:
 - The monument will be protected from being run into by vehicles.
 - More people will be able to view the monument. As it sits, vehicles park right in front of it and the name plaques are not able to be seen when blocked by vehicles.
 - Moving the monument will expose all sides and allow for more names to be added.
- Further, the Comstock Historic District has granted a Certificate of Appropriateness for this project.
- **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

STATE OF NEVADA
COMSTOCK HISTORIC DISTRICT COMMISSION
P.O. BOX 128
VIRGINIA CITY, NEVADA 89440

CERTIFICATE OF APPROPRIATENESS

This Certificate verifies that pursuant to Nevada Revised Statutes Section 384.110,

Storey County, owner

has made application to the Comstock Historic District Commission for a Certificate of Appropriateness for work to be conducted on the building, structure, or parcel located at:

Miner's Park - 106 Carson Street, Virginia City
property address/description

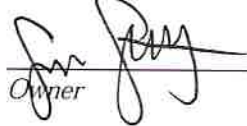
This application has been reviewed by the Comstock Historic District Commission in accordance with Chapter 384 of the Nevada Revised Statutes. The proposed project as described in the application on file with the Commission's office, as amended at the public meeting before the Commission if applicable, has been deemed appropriate to the preservation of the Comstock Historic District. The work specified below or in detail in Exhibit A attached here to and made part thereof, may now be commenced. This certificate shall not be effective without said description or attachment.

This certificate will be in force and effect until:

June 7, 2025 unless there is a violation thereof.

This approval applies to aesthetics only and has not been evaluated for compliance with ADA Standards or any federal, state or local building regulations. The observation of work not in keeping with this certificate shall constitute due cause for the issuance of a Stop Work Order and legal action pursuant to NRS 384.190 to 384.200 inclusive. This certificate is not valid or effective until signed by the owner of the property in question or their representative and the Chair of the CHDC or their duly appointed representative.

June 4, 2024
Date


Owner


CHDC Chair
Comstock Preservation
& History Officer
(Chair's appointed representative)

OR

DESCRIPTION OF WORK:

Relocate c. 1960s monument:

Remove monument from current location outside of fence at SW corner of park / NW corner of Senior Center parking lot.

Reinstall monument inside the park, near the park's SW corner.

Construct a short walking path for access to the monument.

STATE OF NEVADA
COMSTOCK HISTORIC DISTRICT COMMISSION
P.O. BOX 128
VIRGINIA CITY, NEVADA 89440

**CERTIFICATE OF APPROPRIATENESS
APPLICATION**

Pursuant to Nevada Revised Statutes Section 384.110, application is hereby made to the Comstock Historic District Commission for a Certificate of Appropriateness for the work proposed below.

Building Address and/or APN: _____

Located In:

- ☐ Virginia City
- ☐ Gold Hill
- ☐ Silver City
- ☐ Dayton

Building Description (e.g., name of building, type of building): _____

Building's Date of Construction: _____

Type of Project:

- ☐ New Construction – House or Other Large Building
- ☐ New Construction – Shed, Garage, Retaining Wall, Shade Structure, Etc.
- ☐ New or Altered Sign
- ☐ Alteration, Addition, and/or Repairs to a Historic Building (built in 1942 or earlier)
- ☐ Alteration, Addition, and/or Repairs to a Non-Historic Building (built in 1943 or later)
- ☐ Moving an Existing Building
- ☐ Demolishing an Existing Building

Building Owner or Designated Representative:

Name - Storey County Public Works

Mailing Address - 10 S B Street, Virginia City

Email address - ssturtz@storeycounty.org / jwierzicki@storeycounty.org

Phone number - 775-350-9473

Signature - _____

Date of Request: _____

- - PROPOSED SCOPE OF WORK ON NEXT PAGE - -

Please submit request form and supplementary materials to the Comstock Historic District Commission Office, 20 N. E Street / P.O. Box 128, Virginia City, NV 89440 or email the materials to Kristen Brown at knbrown@shpo.nv.gov.

PROPOSED SCOPE OF WORK

Supplementary Information:

Please indicate which of the following you have submitted–

- ☐ Written description of proposed work (dimensions, materials, products, methods, colors, locations, etc.) **-Required**
- ☐ Photographs of existing conditions
- ☐ Sketches, plans, or architectural drawings depicting the proposed work
- ☐ Site plan sketch or aerial photograph indicating project location
- ☐ Specs of materials to be used (manufacturer's cut sheets, website screenshots, etc.)
- ☐ Historic photographs depicting past condition or design
- ☐ Paint color samples
- ☐ Material samples
- ☐ Materially Affected Property Owner List (see CHDC website to download)
- ☐ Other

Description of Proposed Work:

(Use as many pages as needed)

Relocate the Miner's Park Monument

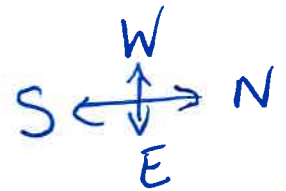
The current Miner's Park monument is outside of the fence line of Miner's Park. It contains the names of Virginia City residents who were important to the community. It is currently located in the Miner's Park/Senior Center parking lot. There is no fence around the monument, making it subject to getting hit by vehicles. Public Works proposes moving the monument inside the fence of the park and adding a walkway to and around the monument.

There will be a couple of benefits to this:

- The monument will be protected from being run into by vehicles.
- More people will be able to view the monument. As it sits, vehicles park right in front of it and the name plaques are not able to be seen when blocked by vehicles.
- Moving the monument will expose all sides and allow for more names to be added.



N



MOVE PATH TO NORTH
OF TREES -

I DREW THE PLACE
INCORRECTLY



I KNOW MY SKETCHES
DONT LINE UP.
BUT THIS IS THE
IDEA

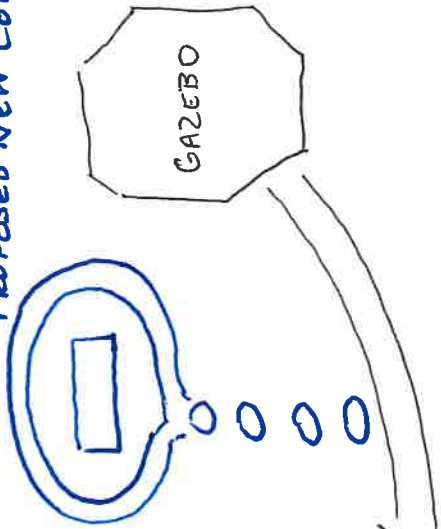


CURRENT LOCATION

PROPOSED NEW LOCATION


W
S + N
E

PROPOSED NEW LOCATION



CURRENT
MONUMENT

MINER'S PARK

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Special Use Permit request 2024-029. The applicant requests a special use permit for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

- **Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners as read into the record by county staff, and in compliance with the conditions of approval, I (commissioner), move to approve Special Use Permit 2024-029 to allow for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** See Staff Report

- **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
Planning Department**
Storey County Courthouse
26 South B Street, PO Box 190, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: July 16, 2024 at 10 a.m.

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

Staff Contact: Kathy Canfield

File: Special Use Permit File 2024-029

Applicant: McCarthy Building Companies, Inc.

Property Owners: Vantage Data Centers NV11, LLC

Property Location: 1121 USA Parkway, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, 89437, APN 005-041-95.

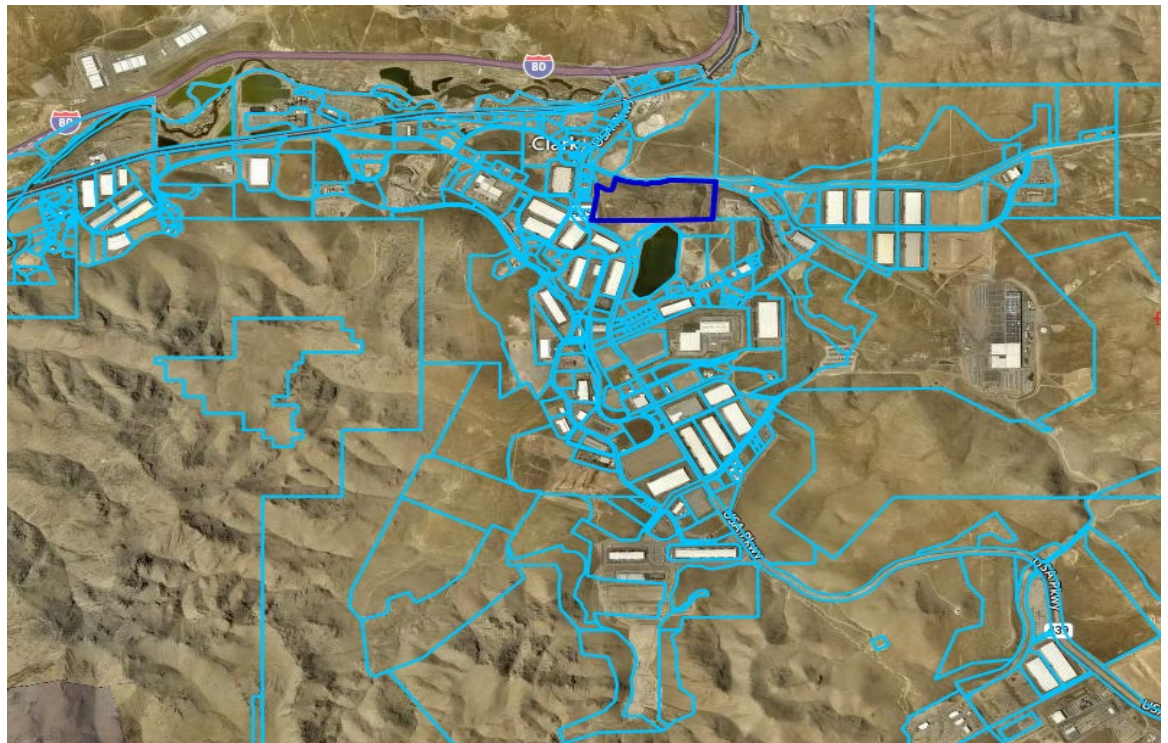
Request: The applicant requests Special Use Permit 2024-029 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

1. Background & Analysis

- A. Background.** This application is associated with several proposed buildings anticipated to be constructed on the property. This property is currently vacant and will be accessed from USA Parkway. The property is a hillside, with the proposed area of development at a levelled pad at the top of the hill. No access to Electric Avenue is

proposed at this time. The new buildings are proposed to allow for data storage warehouses and the additional height is necessary to accommodate the anticipated equipment needs, rooftop equipment, internal infrastructure (such as heating/cooling systems) and clearance requirements. It is anticipated the final designs will require a height of 117 feet, however, this Special Use Permit requests a height of 122-feet to allow for possible modifications to the design as the final design has not yet been completed. A parcel to the south also along USA Parkway (APN 005-051-36) has also been purchased by the applicant and is anticipated to be utilized for driveways and temporary construction storage.

- B. Site Location.** The project is located at 1121 USA Parkway, within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada. The additional height will be for new buildings on currently vacant land.

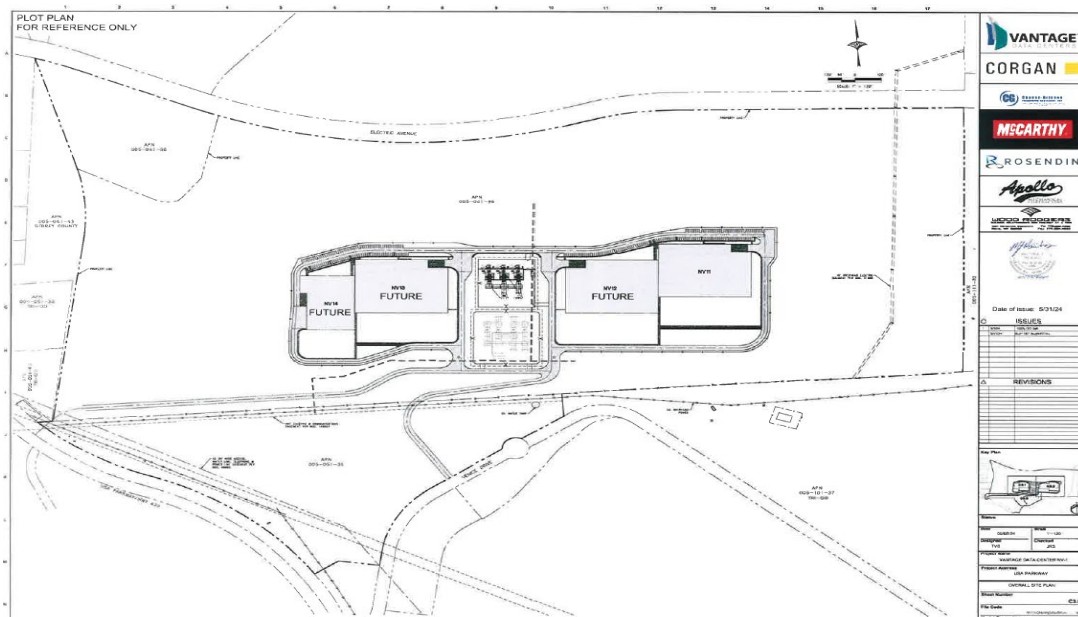


Vicinity Map

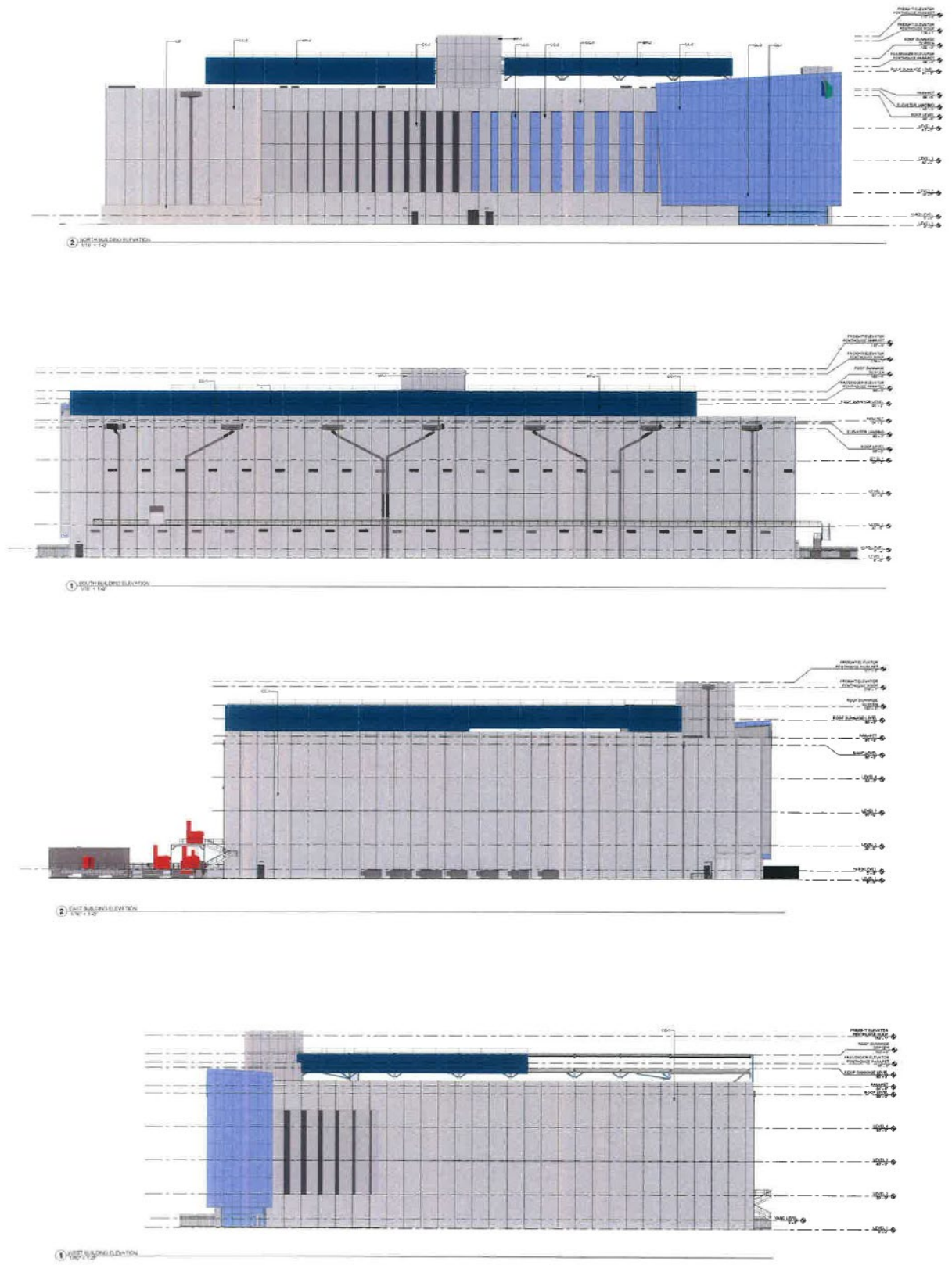


Location map

- C. **Proposed Project.** The proposed project consists of new buildings on vacant land. It is anticipated the buildings will be connected and will house warehouse data centers. The applicant is proposing to construct approximately four-story buildings to maximize the footprint of the buildings without needing additional land area. The internal ceiling height for the data center requires additional height to allow for equipment, internal infrastructure needs and clearance requirements. The overall building heights are anticipated to reach 117-feet. This Special Use Permit requests additional height up to a maximum of 122-feet to allow for a buffer for the final design.



Preliminary site plan, subject to change



Preliminary elevations, subject to change

- D. Height.** The proposed project is located within the I-2 Heavy Industrial zoning within the Tahoe Reno Industrial Center. The 1999 Storey County Zoning Code is applicable to the property per the Storey County and Tahoe Reno Industrial Center Development Agreement. The maximum height allowed for the I-2 zoning district is 75-feet. A Special Use Permit can allow for additional height.

The applicant has anticipated the maximum height of the proposed buildings to be approximately 117 feet. This Special Use Permit requests a total height of 122 feet to allow for a buffer for when final design of the structures is completed.

The Federal Aviation Administration (FAA) may require that structures in close proximity to an aviation flightpath or height in excess of 200 feet be marked, typically with marker balls, a warning light and/or painting the structures to make them more visible to aviation. Because of the project location and the proposed height is less than 200 feet, this is not expected to be needed, but as conditioned, the project will follow any requirements necessary to comply with FAA requirements.

2. Compatibility and Compliance

A. Compatibility with surrounding uses and zones.

The following table documents land uses, zoning classifications, and master plan designations for the land at and surrounding the proposed project.

	Existing Land Use	Master Plan Designation	Zoning District (1999 Code)
Applicant's Land	vacant	Industrial	I-2 Heavy Industrial
Land to the North	vacant	Industrial	I-2 Heavy Industrial
Land to the East	Warehouse vacant	Industrial	I-2 Heavy Industrial
Land to the South	Vacant, TRI-GID Facilities	Industrial	I-2 Heavy Industrial
Land to the West	Vacant, hotel	Industrial	I-2 Heavy Industrial

- B. Compliance with Zoning.** The proposed property is located within the Tahoe Reno Industrial Center and is subject to the Development Agreement between the Tahoe Reno Industrial Center and Storey County. The 1999 Zoning Code is applicable to the property which is identified as I-2 Heavy Industrial. The additional height beyond the permissible 75 feet is allowed with a Special Use Permit.
- C. General use allowances and restrictions.** The 1999 Storey County Code Section 17.62, Special Uses, identifies the administration for the Board and Planning Commission for allowing a special use permit. The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed below are the minimum to be cited in an approval.
- (1) Complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.**

The proposed additional height will be associated with industrial use structures that are an allowed use for the existing zoning and consistent with the Master Plan identification for industrial land uses within the Tahoe Reno Industrial Center. As conditioned, the proposed height will be consistent with all Storey County Code requirements, which will be demonstrated at the time of construction permit review and approval.

- (2) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.**

The proposed additional height will be located adjacent to other industrial land uses and vacant land zoned heavy industrial. The height is necessary to provide for equipment, equipment clearance and internal infrastructure for the warehouse data center use proposed on the property. The additional height is not expected to impact any adjacent land uses.

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

The proposed additional height is not expected to impact the adjacent properties or the character of the neighborhood. This location is within a heavy industrial area with similar large industrial buildings and equipment. Additional height impacts to public health, safety and general welfare are not expected.

- (4) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.**

The proposed use is not expected to require any additional governmental service improvements. Any additional height features or specialized equipment that may be necessary to be consistent with County Codes (ex: Fire or Building) will be determined during the construction permitting review process and be incorporated into the proposed project by the applicant.

- D. 2016 Storey County Master Plan.** This project is located within the Tahoe-Reno Industrial (TRI) Center which the Master Plan states “provides for light industrial, heavy industrial, commercial, and industrial commercial uses and zones pursuant to the

Development Agreement between Storey County and the Tahoe-Reno Industrial Center, LLC.” The property is located in the McCarran Area Plan which the Master Plan states “depicts a homogenous planned industrial center located toward the north-central part of Storey County nine miles east of Lockwood. It is home to the Tahoe-Reno Industrial Center and is dedicated solely to manufacturing, utility power production, warehousing and distribution, and other heavy- and light-industrial, and commercial uses. This industrial area has grown to become a major regional hub for distribution, alternative energy production, digital data management, and highly intensive and experimental industries.” The proposed use of the structures requesting the additional height is consistent with the heavy industrial use statements for the McCarran area of the Storey County Master Plan.

3. Findings of Fact

- A. **Motion for approval.** The following Findings of Fact are evident with regards to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
- (1) This approval is for Special Use Permit 2024-029 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor’s Parcel Number 005-041-95.
 - (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.D of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
 - (3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.
 - (4) The Special Use Permit is not expected to result in substantial or undue adverse effects on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under

consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

- (5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.
- (6) The Special Use Permit, with the recommended conditions of approval, complies with the requirements of the 1999 Storey County Zoning Code, Chapters 17.62 – Special Uses, and 17.37 – Heavy Industrial Zone.

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

- (2) This denial is for Special Use Permit 2024-029 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements/findings in the Storey County 1999 Zoning Code Sections 17.62 -- Special Uses and 17.37 – Heavy Industrial Zone.
- (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. **Recommended Conditions of Approval**

- A. **Special Use Permit.** This approval is for Special Use Permit 2024-029 for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

- B. Requirements.** The Permit Holder shall apply for all required permits and licenses, for a building within twenty-four (24) months from the date of final approval of SUP No. 2024-029 or this special use permit shall become null and void. The applicant shall continuously maintain the validity of the permits/licenses, or this approval shall be null and void. This SUP shall remain valid as long as the Permit Holder remains in compliance with the terms of this SUP and Storey County, Nevada State, and federal regulations.
- C. Transfer of Rights.** This special use permit, subject to its terms and conditions, may be transferred by the special use permit holder, its successors, heirs, or assigns. The subject property owner may lease the subject land; however, the subject property owner and special use permit holder are ultimately responsible for ensuring compliance with the special use permit requirements. Any and all transfers of Special Use Permit No. 2024-029 shall be advised in writing to Storey County Planning Department 90 days prior to assignee taking over operations. The new operators must sign and accept all stipulations and requirements of the special use permit.
- D. State/Federal Taxes.** Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project shall when feasible be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'. Proof of appropriate reporting is required prior to a 'Certificate of Occupancy' being issued.
- E. Outdoor Lighting.** Any proposed exterior lighting shall comply with Chapter 8.02 ("Dark Skies") of the Storey County Code.
- F. Separate Permits Required.** This Special Use Permit shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and building permit will be required.
- G. Federal Aviation Administration.** The additional height shall follow all applicable requirements of the Federal Aviation Administration.
- H. Fire.** The applicant shall meet all regulations identified by the Storey County Fire Protection District for development of this property. The project shall be evaluated to determine if there are any applicable elements of the proposed project that may require inclusion in the respiratory consortium, the hose and nozzle consortium, ladder reimbursement consortium and/or foam consortium or other such consortium at the time of construction plan submittal. The Fire Protection District shall have the final authority on participation.

5. Public Comment

As of July 2, 2024, Staff have not received any comments from the public.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by

formal resolution, and such resolution must recite the findings of the Planning Commission upon which it bases its decision.

7. Proposed Motions

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

A. Recommended motion for approval

In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners as read into the record by county staff, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2024-029 to allow for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.

B. Alternative motion for denial

Against the recommendation by the Planning Commission and staff, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners as read into the record by county staff, I (*commissioner*), move to deny Special Use Permit 2024-029 to allow for additional building height beyond the 75-feet allowed by the applicable zoning ordinance. The applicant proposes the maximum building heights to be approximately 117-feet to accommodate anticipated four story buildings with needs for additional ceiling height for each story. This Special Use Permit request is for a maximum height of 122-feet to allow for a buffer as final equipment and building design have not yet been completed. This additional height will apply to multiple buildings that are anticipated to be constructed on the site. The property is located within the Tahoe Reno Industrial Center, at 1121 USA Parkway, McCarran, Storey County, NV, 89437, Assessor's Parcel Numbers 005-041-95.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and Possible Approval of Indenture and Grant of Easement from Storey County to the TRI General Improvement District for the Storey County owned right-of-way associated with portion of Pittsburgh Ave. per deed of dedication document 138247. The portion of Pittsburgh Ave is location McCarran, Storey County, Nevada.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve Indenture and Grant of Easement (2024-0033) to TRI General Improvement District for the Storey County owned right-of-way associated with portion of Pittsburgh Ave. per deed of dedication document 138247. The portion of Pittsburgh Ave is location McCarran, Storey County, Nevada.
- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** The Public Works Director has reviewed the easement and has no concerns.
- **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

When Recorded Mail To:
TRI General
Improvement District
8275 Technology Way, Ste C-1
Reno, NV 89521

Recorder Affirmation Statement: The undersigned hereby affirms that this document including the attached Exhibit A, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 293B.030)

INDENTURE AND GRANT OF EASEMENT

THE COUNTY OF STOREY, a political subdivision of the State of Nevada, ("Grantor"), for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **TRI GENERAL IMPROVEMENT DISTRICT**, a political subdivision of the State of Nevada, ("Grantee"), its successors and assigns, a perpetual right and easement:

1. To construct, operate, add to, modify, maintain and remove aboveground and/or underground water and sewer facilities (including potable water and reclaimed water systems), consisting of pipes, tanks, wells, pump stations, valves, treatment facilities, other structures, wires, cables, conduit, manholes, vaults, service boxes, cabinets, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" attached hereto and by this reference made part of this Grant of Easement ("**Easement Area**"); provided that in vehicle access rights-of-way (e.g., streets, driveways, unpaved roads) all Utility Facilities must be underground; and further provided that Grantee's activities regarding the **Easement Area** shall not interfere with the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement area, nor shall the ingress and egress of vehicles and pedestrians be restricted by Grantee's activities with regard to the **Easement Area**.
2. To remove, clear cut or trim any obstruction or material (including trees, other vegetation and structures), existing Grantor's infrastructure improvements, from the surface or subsurface of the **Easement Area**.
3. Grantee will be responsible for and agrees to repair at its sole cost and expense any damages proximately caused by Grantee construction, operating, adding to, maintaining, or removing the Utility Facilities on or within any tangible personal property or improvements (e.g., street improvements, medians, landscaping, sidewalks, or pathways, shoulders, storm drainage, improvements, and similar type infrastructure improvements) owned by Grantor and located on or within the **Easement Area**.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the **Easement Area** without the prior written notice to Grantee, except street improvement, medians, landscaping, sidewalks, or pathways, shoulders, storm drainage improvements, and similar type infrastructure improvements. Grantee agrees to repair at its sole cost and expense any damage to Grantor's improvements (e.g, street surfaces, sidewalks or pathways, shoulders, drainage

improvements, and similar type infrastructure improvements) caused by Grantee's repair, removal, adding to modification, relocation, redevelopment, or maintenance of Utility Facilities.

5. Grantee, upon notification in writing from the Grantor of the necessity therefore; including for the repair, removal, adding to, modification, relocation, redevelopment, or maintenance of the Grantor improvements (e.g., street improvements, medians, landscaping, sidewalks or pathways, shoulders, storm drainage improvements, and similar type infrastructure improvements), shall commence adjustment or relocation of said Utilities Facilities within the Easement Area or on such other property owned by Grantor upon which the parties agree, and complete the necessary adjustment or relocation at its sole cost and expense to the satisfaction of the Grantor, within one hundred twenty (120) days after receipt of such notice by the Grantor unless the emergency of the situation requires the work to be done in a shorter timeframe.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall insure to the benefit of Grantor and Grantee, and successors, agents and assigns of Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee and its successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year last below written.

GRANTOR:

**STOREY COUNTY BY
AND THROUGH THE BOARD
OF COUNTY COMMISSIONERS
APPROVED AND ACCEPTED**

GRANTEE:

**TRI GENERAL IMPROVEMENT
DISTRICT, a political subdivision of the State
of Nevada
APPROVED AND ACCEPTED**

By: _____
Jay Carmona, Chairman

By: _____
Jay Carmona, President

ATTEST:

By: _____ **County Clerk**

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF STOREY

This instrument was acknowledged before me on _____, 2024 by Jay Carmona, Chairman of the Board of County Commissioners, STOREY COUNTY, a political subdivision of the State of Nevada.

EXHIBIT “A”

The following describes an existing dedicated right-of-way for a portion of a roadway within the Tahoe Reno Industrial Center, over which will be granted a utility easement per this document.

PITTSBURGH DRIVE

That portion of Pittsburgh Drive granted to Storey County as described in Document 138247, recorded in the Storey County Recorder’s Office September 12, 2023.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration of approval of Task Order 70 to the Storey County – DOWL Master Service Agreement causing reimbursement related to Storey County Master Plan update assistance and other related planning matters. DOWL will be reimbursed for time and materials related to assisting County staff with the Storey County Master Plan update, not to exceed \$50,000 for Fiscal Year 24/25. Assistance with the Master Plan update is already a part of the Planning Department budget for the Fiscal Year 24/25.
- **Recommended motion:** I (commissioner) move to approve Task Order 70 to the Storey County – DOWL Master Service Agreement causing reimbursement related to Storey County Master Plan update assistance and other related planning matters, not to exceed \$50,000 for the Fiscal Year 24/25 as identified in the Planning Department Fiscal Year 24/25 budget.
- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** This request is to allow for DOWL staff to assist Storey County staff with updating the Storey County Master Plan and other related planning matters. Outsourcing staffing assistance was identified when the Fiscal Year 24/25 Planning Department budget was approved. The amount of work time associated with updating the Master Plan, along with the regular workload of the Planning Department, requires additional staffing to make sure timelines for the update are met.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Included in 24/25 budget
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



DOWL Project No.: 30004.70

TASK ORDER

Task Order No.: 70

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

March 15, 2023

Task Order Title: Master Plan Update Assistance

Effective Date: July 1, 2024

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated March 15, 2023 between Storey County, PO Box 176 Virginia City, NV 89440 (CLIENT) and DOWL, 5510 Longley Lane, Reno, NV 89511 (DOWL).

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

CLIENT: Kathy Canfield

DOWL: Luke Tipton

SCOPE OF WORK:

See Exhibit A – DOWL’s Services for Task Order

COMPENSATION:

See Exhibit B – DOWL’s compensation for Task Order

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

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

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

Storey County

By: _____

Title: _____

Date: _____

DOWL

By: _____

Title: Market Sector Lead - Water & Wastewater

Date: _____

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: 70

Task Order Title: Master Plan Update Assistance

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

SCOPE OF SERVICES

We propose the following task structure to assist County staff with updating the 2016 Master Plan. This will be an update, not a re-write of the existing Master Plan document.

Task 1 – Project Management

DOWL’s project management includes the following:

- Bi-monthly meetings (twice per month) with the County and the core planning team, to review the methods for each task, and to discuss the detailed schedule for completion of the project.
- Monthly correspondence with the County to review project status, resolve issues and provide timely progress on each task. In lieu of emailed correspondence virtual (i.e., Teams) meetings may be held at the County’s request.
- DOWL will prepare agendas and meeting minutes for each meeting. All project status emails or meeting agendas will provide information on budget status and action items.

Task 2 – Red Line Revisions

County staff has requested assistance with Chapters 3 (Land Use and Growth), 4 (Public Lands), 5 (Population), 6 (Housing), 8 (Transportation), 9 (Public Service and Facilities), 10 (Water and Natural Resources) and 11 (Cultural Resources) of the current Master Plan document. Topics that the County anticipates requesting assistance with include, but are not limited to, the following:

Chapter 4: Public Lands	Chapter 9: Public Service and Facilities
Revise Maps	Municipal system improvements, users
Update Clouded Title Discussion	Canyon GID & TRI GID update on users & improvements
Update Land Bill Discussion – Current and Proposed	Effluent line paragraph discussion
Update Agriculture Topic - Exclude Range Land	Green links
Wild Horses - Update on Treatments	Utility corridor maps – update locations
Weed Abatement - Add NV Energy and Fire Department Programs	School updates – V/C potential changes
Public Access - Update RS2477	Parks – community desires (dog parks), Chest Park land trade
Rights-of-Way - Add Green link Project	Trails (OHV included)
Chapter 5: Population	Solid Waste Management Plan Update
Update Charts and Descriptions	County Staff Office/Storage Needs
Economic Activity - Update	Flood mitigation plan (Kathy to assist)
Housing - Update	Hazards (Adam to assist)
Interconnectivity - Update	Fire District – update on activities and facilities
Chapter 8: Transportation	Chapter 10: Water and Natural Resources
Interior Road Discussion	Update Charts
Lockwood and Highlands Secondary Access Discussion	Water Resource Plan Summary
USA Parkway Update	Source Water Protection Plan Summary
NDOT Studies for I-80 and HWY 50	Superfund Site
Road Dedication in TRI – Completed vs Incomplete	Chapter 11: Cultural Resources
Lockwood I-80 westbound on ramp updated	Resource Inventory Completed
Update Rail Service in TRI	Comstock Historic District Changes
RTC update on vanpools and other shared services	Petroglyphs



DOWL will provide up to three rounds of red-line revisions per chapter. DOWL anticipates red-line revisions to include editing existing language, updating progress on various topics that are mentioned in the existing document, adding paragraphs with potential new topics applicable to the chapter, and updating charts and graphs with current information.

On a time and materials basis, DOWL will update the format for the entire master plan such that all chapters across the document are consistent.

Task 2 Deliverables include the following:

- Track changes document submitted to client one week prior to monthly project meeting.

ASSUMPTIONS

- It is anticipated that three rounds of redline revisions will be necessary for chapters 3 and 6 in FY 25.
- It is anticipated that two rounds of redline revisions will be necessary for chapters 5 and 11 in FY 25.
- It is anticipated that one round of redline revisions will be necessary for chapters 4, 8, 9, and 10 in FY 25.
- County will provide DOWL with the Housing Needs Analysis (HNA) upon Notice to Proceed for chapters 3 and 6.
- Stakeholder, public, and agency engagement are not part of this scope of work. Should the county request assistance with stakeholder, public, and/or agency engagement, a new Task Order will be issued.
- If additional meetings are needed beyond what is outlined above, they will be coordinated with the County and conducted on a time and materials basis.



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 70

Task Order Title: Master Plan Update Assistance

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

B1.01 Basic Services

Article I of the Agreement is supplemented to include the following agreement of the parties:

A. Owner shall pay DOWL for Basic Services set forth in this Exhibit A as follows:

1. A Time and Materials, Not to Exceed Amount of **\$50,000** based on the following estimated distribution of compensation:

Task	Description	Fee
1.0 Project Management	Meetings, Coordination, Management, & Scheduling	\$15,000
2.0 Redline Revisions	Editing and Updating Existing Document, Adding New Topics, & Updating Charts and Graphs with current information.	\$35,000
TOTAL		\$50,000

2. DOWL may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total amount unless approved in writing by the Client.

B. Period of Service: The compensation amount stipulated above is conditioned on a period of service not exceeding (12) twelve months from written notice to proceed from the Client. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

B1.02 Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

A. Owner shall pay DOWL for Additional Services, if any, as follows:

1. For services of DOWL’s personnel engaged directly on the Project pursuant to Exhibit A, an amount equal to that separately negotiated prior to performing the Additional Services based on the nature of the required Additional Services.
2. Standard hourly rates and reimbursable expenses may be adjusted by DOWL on an annual basis to reflect equitable changes in the compensation payable to Engineer. adjusted standard hourly rates and reimbursable expenses will become effective per the date listed on the updated fee schedule.



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Adoption of Policy # O 040 Leather Helmet Subsidy which provides the approximate amount of money in which the district is paying for fire helmets to be utilized by members of the organization based on longevity, to apply a specified amount toward the purchase of a leather helmet.
- **Recommended motion:** Approval of the Consent Agenda.
- **Prepared by:** Jeremy Loncar

Department: Fire

Contact Number: 7753991746

- **Staff Summary:** Under this policy, members after 5 years of service would be eligible to receive \$250 toward the purchase of a leather helmet, and after 10 years of service, they are eligible to receive \$500. The average cost of a leather helmet varies between \$1,300-\$1,500. The amount of the helmet beyond the set amounts of \$250 or \$500, would be the responsibility of the member. The district currently pays approximately \$450 for a helmet.
- **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 FIRE DISTRICT
POLICIES AND PROCEDURES**

NUMBER 0040
EFFECTIVE DATE: 7/16/24
AUTHORITY: BOFC
FIRE CHIEF: JL

SUBJECT: Leather Helmet Subsidy

- 1 PURPOSE:** The purpose of this policy is to outline the provision for eligible members of the Storey County Fire Protection District (SCFPD) to purchase leather fire helmets, specifically the Cairns N5A, Cairns N6A, and Phenix TL-2 models, with partial financial support from the district.
- 2 POLICY:** In order to maintain a professional standard for personal protective equipment, specifically structural fire helmets, all while allowing the member to have the option to obtain a leather helmet, the SCFPD personnel who have served 5 or more years with the SCFPD shall be eligible for a leather helmet subsidy. Helmets purchased with the assistance of this subsidy shall be maintained exclusively by the member.
- 3 ELIGIBILITY:**
 - 1. Service Requirement:** Only members with 5 or more years of service with the SCFPD are eligible for this benefit.
 - 2. Frequency of Eligibility:** Members are eligible for this subsidy up to two (2) times during their career with SCFPD:
 - Example: After 5 years of service with the SCFPD, a firefighter can request \$250 to purchase a black helmet while serving as a firefighter. After 10 years of service with the SCFPD, that member may now request \$500 to purchase a red helmet.

Exception: Members who obtain the rank of Chief Officer may be permitted to utilize this subsidy three (3) times after a written request has been submitted to the Fire Chief. The Fire Chief shall be solely responsible for the approval or denial of the request and must verify that available funds are present within the District budget.
- 4 PROVISION DETAILS:**
 - 1. Financial Support:** The SCFPD will provide up to either \$250 after 5 years of service and/or \$500 after 10 years of service towards the purchase of an eligible leather fire helmet.
 - 2. Helmet Models:** The eligible models for purchase under this policy are the Cairns N5A, Cairns N6A, and Phenix TL-2 leather fire helmets. Models may change at the discretion of the Fire Chief and brand availability through District vendors.
 - 3. Purchase Process:**
 - Eligible members must submit a request to the Chief's office, including proof of the required years of service and the intended helmet model.
 - Upon approval, the district will provide financial support directly to the vendor or reimburse the member upon presentation of a valid receipt.

5 LIMITATIONS: This policy does not apply retroactively to helmets purchased before the approval date of this policy.

1. Members who have already utilized this benefit up to two (2) times, are not eligible for additional subsidies under this policy.

IMPLEMENTATION:

1. This policy is effective immediately upon approval by the Storey County Fire Protection District Board.

The Chief's office is responsible for maintaining records of approved purchases and ensuring compliance with the eligibility criteria. Any damage to the helmet by neglect and/or abuse shall be the responsibility of the member. Damaged PPE during the normal course of duty shall be replaced in a manner consistent with District Policy. Helmets must not be modified in a manner that violates the manufacturer's recommendations and/or warranty. Helmets must be colored consistent with the member's current rank and district specifications.

RESPONSIBILITY FOR REVIEW: The Fire Chief will review this policy every 5 years or sooner as necessary.



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 7/16/2024

Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the purchase of a Wheeled Coach ambulance by Rocky Mountain Emergency Vehicles for the approximate amount of \$237,490.
2. **Recommended motion:** I (Fire Commissioner) move to approve the purchase of a Wheeled Coach ambulance by Rocky Mountain Emergency Vehicles for the approximate amount of \$237,490.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** This vehicle was initially ordered in 2021 with an estimated cost of \$250,000 and the amount budgeted for this purchase in our current budget was \$230,000. The updated price quote for this ambulance came in at \$237,490. I am requesting approval to purchase this vehicle exceeding the budgeted amount by \$7,490.

5. **Supporting materials:** See attached

6. **Fiscal impact:**

Funds Available: N/A

Fund: 280

☒ Comptroller

7. **Legal review required:**

☐ District Attorney

8. **Reviewed by:**

☒ JL Fire Chief

☐ Comptroller

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. ____

INVOICE

**Rocky Mountain Emergency
Vehicles**
2550 S. Decker Lake Blvd. #7
West Valley City, UT 84119

accounting@rmevgroup.com
+1 (801) 200-3240
www.rmevgroup.com



Bill to
Storey County Ambulance
Attn: James Morgan
P.O. Box 603
Virginia City, NV 89440

Ship to
Storey County Ambulance
145 N C Street
Virginia City, NV 89440

Shipping info
Ship via: Will Call

Invoice details
Invoice no.: 1550
Terms: Due Upon Sale
Invoice date: 07/03/2024
Due date: 07/09/2024

P.O. Number: Quote 10054-0007
Sales Rep: John Barson

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Ambulance Sale	Ambulance Sale - New 2022 Wheeled Coach Type 1 Ambulance, Blue VIN 1FDUF4HTXNEG07227 Ford F450 4x4 170" Module, WO 621082	1	\$205,093.00	\$205,093.00
2.		Misc - Sales	Cost adjustment - manufacture/chassis	1	\$19,785.00	\$19,785.00
3.		Misc - Sales	Cost Adjustment - manufacture materials - Vendor supplied parts.	1	\$10,102.00	\$10,102.00
4.		Misc - Sales	Freight - Transport Surcharge	1	\$2,510.00	\$2,510.00
5.		Misc - Parts	Wheels, Aluminum, OEM - Ford	0	\$0.00	\$0.00
6.		Misc - Parts	Reel Light - LED strip, Exterior Compartments	0	\$0.00	\$0.00
Total						\$237,490.00



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible acceptance of bid and award of contract for the construction of the Lockwood Senior Center Project in Lockwood Nevada to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction. This item was continued at the 07/02/24 board meeting.
- **Recommended motion:** In accordance with Staff and engineer recommendations, I, [commissioner], move to accept the bid and award the contract for construction of the Lockwood Senior Center Project to K7 Construction in an amount not to exceed \$5,316,586.00 and to authorize the County Manager to sign the contract for construction.

- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 775 230 4255

- **Staff Summary:** See attached Staff report.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 5,316,586.00
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County - Lockwood Senior Center

Bid Tabulation

Bid Item No.	General	Bid Item Description	Units	Quantity	K7 Construction		Miles Construction		Builders United		SB Builders		Pellett Construction		Bruce Purves Construction		Truckee Meadows															
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price														
1		Mobilization and Demobilization	LS	1	\$	50,000.00	\$	50,000.00	\$	26,800.00	\$	26,800.00	\$	621,211.00	\$	621,211.00	\$	50,000.00	\$	50,000.00	\$	45,000.00	\$	45,000.00	\$	44,657.66	\$	44,657.66	\$	266,969.00	\$	266,969.00
2		Traffic Control	LS	1	\$	2,000.00	\$	2,000.00	\$	8,040.00	\$	8,040.00	\$	12,780.00	\$	12,780.00	\$	10,000.00	\$	10,000.00	\$	2,600.00	\$	2,600.00	\$	2,292.78	\$	2,292.78	\$	12,780.00	\$	12,780.00
3		SWPPP / Dust Control	LS	1	\$	2,600.00	\$	2,600.00	\$	21,440.00	\$	21,440.00	\$	49,730.00	\$	49,730.00	\$	20,000.00	\$	20,000.00	\$	5,680.00	\$	5,680.00	\$	2,980.62	\$	2,980.62	\$	23,390.00	\$	23,390.00
4		Demolition	LS	1	\$	92,000.00	\$	92,000.00	\$	71,122.00	\$	71,122.00	\$	78,800.00	\$	78,800.00	\$	65,730.00	\$	65,730.00	\$	54,775.00	\$	54,775.00	\$	105,467.97	\$	105,467.97	\$	78,800.00	\$	78,800.00
General Total					\$			146,600.00	\$			127,402.00	\$			762,521.00	\$			145,730.00	\$			108,055.00	\$			155,399.03	\$			381,939.00
Building/Electrical/Mechanical																																
5		Architectural/Structural	LS	1	\$	2,686,791.00	\$	2,686,791.00	\$	2,403,200.00	\$	2,403,200.00	\$	3,171,386.46	\$	3,171,386.46	\$	3,300,903.00	\$	3,300,903.00	\$	2,609,554.70	\$	2,609,554.70	\$	3,041,970.29	\$	3,041,970.29	\$	3,854,173.00	\$	3,854,173.00
6		Electrical & Associated Dry Utilities	LS	1	\$	630,571.00	\$	630,571.00	\$	715,197.00	\$	715,197.00	\$	658,677.50	\$	658,677.50	\$	756,000.00	\$	756,000.00	\$	506,167.00	\$	506,167.00	\$	725,282.61	\$	725,282.61	\$	461,090.00	\$	461,090.00
7		Mechanical & Associated Dry Utilities	LS	1	\$	963,692.00	\$	963,692.00	\$	1,466,711.00	\$	1,466,711.00	\$	694,410.00	\$	694,410.00	\$	433,320.00	\$	433,320.00	\$	376,800.00	\$	376,800.00	\$	775,699.73	\$	775,699.73	\$	335,420.00	\$	335,420.00
Building/Electrical/Mechanical Total					\$			4,281,054.00	\$			4,585,108.00	\$			4,524,473.96	\$			4,490,223.00	\$			3,492,521.70	\$			4,542,952.63	\$			4,650,683.00
Site Improvements																																
8		Earthwork	LS	1	\$	245,370.00	\$	245,370.00	\$	222,599.00	\$	222,599.00	\$	43,404.00	\$	43,404.00	\$	207,648.00	\$	207,648.00	\$	233,800.00	\$	233,800.00	\$	268,026.21	\$	268,026.21	\$	43,404.00	\$	43,404.00
9		Curb & Gutter	LF	222	\$	50.00	\$	11,100.00	\$	60.45	\$	13,419.90	\$	42.40	\$	9,412.80	\$	52.60	\$	11,677.20	\$	71.80	\$	15,939.60	\$	58.47	\$	12,980.34	\$	42.40	\$	9,412.80
10		Curb	LF	459	\$	44.00	\$	20,196.00	\$	4.47	\$	2,051.73	\$	28.80	\$	13,219.20	\$	52.60	\$	24,143.40	\$	42.98	\$	19,727.82	\$	51.59	\$	23,679.81	\$	28.80	\$	13,219.20
11		AC Pavement	SF	11,863	\$	6.90	\$	81,854.70	\$	6.68	\$	79,244.84	\$	1.40	\$	16,608.20	\$	6.46	\$	76,587.53	\$	3.50	\$	41,520.50	\$	9.15	\$	108,546.45	\$	5.61	\$	66,551.43
12		Pavement Patch	SF	2,648	\$	7.34	\$	19,436.32	\$	19.19	\$	50,815.12	\$	1.40	\$	3,707.20	\$	21.48	\$	56,879.04	\$	3.50	\$	9,268.00	\$	24.53	\$	64,955.44	\$	20.28	\$	53,701.44
13		Sod & Irrigation	SF	15,798	\$	3.52	\$	55,608.96	\$	3.48	\$	54,977.04	\$	1.58	\$	24,960.84	\$	3.84	\$	60,645.36	\$	5.77	\$	91,154.46	\$	4.09	\$	64,613.82	\$	31.68	\$	500,480.64
14		Decomposed Granite Section	SF	3,230	\$	8.05	\$	26,001.50	\$	8.63	\$	27,874.90	\$	15.86	\$	51,227.80	\$	9.66	\$	31,201.80	\$	3.32	\$	10,723.60	\$	9.23	\$	29,812.90	\$	9.29	\$	30,006.70
15		Pedestrian Ramps	EA	2	\$	2,119.00	\$	4,238.00	\$	2,003.50	\$	4,007.00	\$	2,390.00	\$	4,780.00	\$	2,242.80	\$	4,485.60	\$	2,850.00	\$	5,700.00	\$	1,677.74	\$	3,355.48	\$	2,390.00	\$	4,780.00
16		P.C.C. Sidewalk	SF	2,804	\$	13.35	\$	37,433.40	\$	3.46	\$	9,701.84	\$	6.90	\$	19,347.60	\$	10.20	\$	28,600.80	\$	14.77	\$	41,415.08	\$	16.16	\$	45,312.64	\$	6.90	\$	19,347.60
17		Chain Link Fence	LF	165	\$	17.20	\$	2,838.00	\$	267.50	\$	44,137.50	\$	249.53	\$	41,172.45	\$	348.00	\$	57,420.00	\$	71.66	\$	11,823.90	\$	86.33	\$	14,244.45	NIC	-	-	-
18		Retaining Wall	LS	1	\$	47,298.00	\$	47,298.00	\$	10,396.00	\$	10,396.00	\$	19,960.00	\$	19,960.00	\$	33,600.00	\$	33,600.00	\$	24,570.00	\$	24,570.00	\$	59,313.12	\$	59,313.12	\$	19,960.00	\$	19,960.00
19		Striping & Signage	LS	1	\$	3,056.00	\$	3,056.00	\$	7,472.00	\$	7,472.00	\$	1,600.00	\$	1,600.00	\$	8,364.00	\$	8,364.00	\$	6,970.10	\$	6,970.10	\$	7,990.46	\$	7,990.46	NIC	-	-	-
20		Bollards	EA	7	\$	503.00	\$	3,521.00	\$	578.14	\$	4,046.98	\$	2,170.00	\$	15,190.00	\$	600.00	\$	4,200.00	\$	178.00	\$	1,246.00	\$	257.94	\$	1,805.58	\$	2,170.00	\$	15,190.00
21		Wheel Stops	EA	17	\$	417.00	\$	7,089.00	\$	147.06	\$	2,500.02	\$	29.41	\$	499.97	\$	240.00	\$	4,080.00	\$	200.00	\$	3,400.00	\$	-	NIC	-	-	-	-	-
22		Rip Rap	SF	1,513	\$	15.00	\$	22,695.00	\$	6.43	\$	9,728.59	\$	7.00	\$	10,591.00	\$	4.16	\$	6,300.13	\$	15.00	\$	22,695.00	\$	3.98	\$	6,021.74	\$	7.00	\$	10,591.00
23		River Rock Mulch	SF	604	\$	3.73	\$	2,252.92	\$	3.62	\$	2,186.48	\$	41.39	\$	24,999.56	\$	4.06	\$	2,449.82	\$	8.88	\$	5,363.52	\$	3.88	\$	2,343.52	\$	33.11	\$	19,998.44
Site Improvements Total					\$			589,988.80	\$			545,158.94	\$			300,680.62	\$			618,282.69	\$			545,317.58	\$			713,001.96	\$			806,643.25
Wet Utility Improvements																																
24		48" Storm Drain Manhole	EA	4	\$	3,000.00	\$	12,000.00	\$	5,976.50	\$	23,906.00	\$	10,035.00	\$	40,140.00	\$	6,930.00	\$	27,720.00	\$	3,000.00	\$	12,000.00	\$	3,439.17	\$	13,756.68	\$	10,035.00	\$	40,140.00
25		Type 4R Storm Drain Catch Basin	EA	1	\$	2,000.00	\$	2,000.00	\$	3,752.00	\$	3,752.00	\$	6,570.00	\$	6,570.00	\$	4,200.00	\$	4,200.00	\$	2,000.00	\$	2,000.00	\$	2,292.78	\$	2,292.78	\$	6,570.00	\$	6,570.00
26		Type 3R Storm Drain Catch Basin	EA	1	\$	2,000.00	\$	2,000.00	\$	4,288.00	\$	4,288.00	\$	6,130.00	\$	6,130.00	\$	4,800.00	\$	4,800.00	\$	2,000.00	\$	2,000.00	\$	2,292.78	\$	2,292.78	\$	6,130.00	\$	6,130.00
27		12" NDS Catch Basin	EA	7	\$	600.00	\$	4,200.00	\$	948.71	\$	6,640.97	\$	820.00	\$	5,740.00	\$	1,062.00	\$	7,434.00	\$	600.00	\$	4,200.00	\$	687.83	\$	4,814.81	\$	820.00	\$	5,740.00
28		4" Perforated Pipe	LF	98	\$	50.00	\$	4,900.00	\$	10.94	\$	1,072.12	\$	65.00	\$	6,370.00	\$	12.24	\$	1,199.52	\$	50.00	\$	4,900.00	\$	57.32	\$	5,617.36	\$	65.00	\$	6,370.00
29		4" SDR-35 PVC Storm Drain Pipe	LF	294	\$	60.00	\$	17,640.00	\$	54.69	\$	16,078.86	\$	56.00	\$	16,464.00	\$	60.00	\$	17,640.00	\$	60.00	\$	17,640.00	\$	68.78	\$	20,221.32	\$	56.00	\$	16,464.00
30		6" SDR-35 PVC Storm Drain Pipe	LF	112	\$	90.00	\$	10,080.00	\$	96.48	\$	10,805.76	\$	69.00	\$	7,728.00	\$	100.80	\$	11,289.60	\$	90.00	\$	10,080.00	\$	103.18	\$	11,556.16	\$	69.00	\$	7,728.00
31		8" SDR-35 PVC Storm Drain Pipe	LF	36	\$	85.00	\$	3,060.00	\$	125.06	\$	4,502.16	\$	81.00	\$	2,916.00	\$	126.00	\$	4,536.00	\$	85.00	\$	3,060.00	\$	97.44	\$	3,507.84	\$	81.00	\$	2,916.00
32		12" SDR-35 PVC Storm Drain Pipe	LF	225	\$	100.00	\$	22,500.00	\$	130.78	\$	29,425.50	\$	141.00	\$	31,725.00	\$	146.40	\$	32,940.00	\$	100.00	\$	22,500.00	\$	114.64	\$	25,794.00	\$	141.00	\$	31,725.00
33		12" Flared End Section	EA	1	\$	600.00	\$	600.00	\$	1,554.00	\$	1,554.00	\$	1,170.00	\$	1,170.00	\$	1,740.00	\$	1,740.00	\$	600.00	\$	600.00	\$	687.83	\$	687.83	\$	1,170.00	\$	1,170.00
34		Sanitary Sewer Cleanout	EA	8	\$	500.00	\$	4,000.00	\$	771.88	\$	6,175.04	\$	640.00	\$	5,120.00	\$	864.00	\$	6,912.00	\$	500.00	\$	4,000.00	\$	573.20	\$	4,585.60	\$	640.00	\$	5,120.00
35		48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$	7,000.00	\$	7,000.00	\$	1,072.00	\$	1,072.00	\$	11,435.00	\$	11,435.00	\$	1,200.00	\$	1,200.00	\$	7,000.00	\$	7,000.00	\$	8,024.74	\$	8,024.74	\$	11,435.00		



RENO OFFICE
950 Sandhill Road, Suite 100
Reno, NV 89521
Ph: 775 / 827-6111

Memorandum

DATE: 6/20/24

TO: Mike Northan – Storey County Operations and Project Coordinator

FROM: Cecylia Jaynes – Lumos & Associates Staff Engineer

PROJECT: 10119.005

SUBJECT: Lockwood Senior Center – Construction Award

The Lockwood Senior Center project is located on Peri Ranch Road in Lockwood, Nevada, at the existing senior center. The existing building and site will be demolished. The proposed improvements include a new + 8500 SF building with a commercial kitchen, office space, an activity space, an early childhood education space, and an attached maintenance/utility yard. Site improvements include a paved parking lot, curb and gutter, pedestrian ramps, sidewalk, a retaining wall, fencing, and sod. Utility improvements include storm drain, a retention pond, sanitary sewer, domestic and fire water service connections, a fire hydrant, and site electrical work.

Seven bids for the project were received and publicly opened on June 13, 2024 at 1:30pm at the Storey County Courthouse in Virginia City, Nevada. All bids received were within the range of approximately \$5,296,000 to \$5,999,000, with the Engineer's Opinion of Probable Construction Cost (OPCC) being approximately \$5,700,000. The apparent low bidder was K7 Construction at an initial bid price of \$5,295,828.

Lumos has compiled the bids and created Bid Tabulations based on provided unit cost. These have been attached for reference.

K7 Construction has submitted a responsive and responsible bid for the project; therefore, Lumos & Associates recommends that K7 Construction be awarded the full Contract in the amount of \$5,316,586.

Sincerely,

A handwritten signature in blue ink that reads 'Cecylia Jaynes'.

Cecylia Jaynes, P.E.
Lumos & Associates Staff Engineer

**Storey County
Lockwood Senior Center
Bid Tab**



Lockwood Senior Center Bid Tabulation Summary				
Contractor	Initial Total	Initial Rank	Calculated Total (Unit Costs)	Calculated Rank
K7 Construction	\$5,295,828.00	1	\$5,316,586.00	1
Miles Construction	\$5,589,485.00	2	\$5,589,517.00	2
SB Builders	\$5,625,000.00	3	\$5,625,000.00	3
Pellet Construction	\$5,676,786.00	4	\$4,444,837.00 *	DQ
Truckee Meadows Construction	\$5,777,444.00	5	\$6,201,527.00	6
Bruce Purves Construction	\$5,981,840.17	6	\$5,754,058.00	4
Builders United	\$5,999,420.00	7	\$5,949,938.00	5

*Received bid total was \$5,676,786.00. Verified by phone call with Josh Stanley, Pellet Construction Project Manager, on 6/20/24 to confirm this was the correct bid total, not the calculated value of \$4.44 million. He stated that there was no line item for general conditions and other overhead costs, and so that the total was increased by approximately \$1.2 million after unit costs were added together. Lumos is disqualifying this bid as it failed to incorporate overhead costs into unit costs as instructed in bid documents.

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: K7 Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$50,000	\$50,000
2	Traffic Control	LS	1	\$2,000	\$2,000
3	SWPPP / Dust Control	LS	1	\$2,600	\$2,600
4	Demolition	LS	1	\$92,000	\$92,000
General Total					\$146,600
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,686,791	\$2,686,791
6	Electrical & Associated Dry Utilities	LS	1	\$630,571	\$630,571
7	Mechanical & Associated Dry Utilities	LS	1	\$963,692	\$963,692
Building/Electrical/Mechanical Total					\$4,281,054
Site Improvements					
8	Earthwork	LS	1	\$245,370	\$245,370
9	Curb & Gutter	LF	222	\$50	\$11,100
10	Curb	LF	459	\$44	\$20,196
11	AC Pavement	SF	11,863	\$7	\$81,855
12	Pavement Patch	SF	2,648	\$7	\$19,436
13	Sod & Irrigation	SF	15,798	\$4	\$55,609
14	Decomposed Granite Section	SF	3,230	\$8	\$26,002
15	Pedestrian Ramps	EA	2	\$2,119	\$4,238
16	P.C.C. Sidewalk	SF	2,804	\$13	\$37,433
17	Chain Link Fence	LF	165	\$17	\$2,838
18	Retaining Wall	LS	1	\$47,298	\$47,298
19	Striping & Signage	LS	1	\$3,056	\$3,056
20	Bollards	EA	7	\$503	\$3,521
21	Wheel Stops	EA	17	\$417	\$7,089
22	Rip Rap	SF	1,513	\$15	\$22,695
23	River Rock Mulch	SF	604	\$4	\$2,253
Site Improvements Total					\$589,989
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,000	\$12,000
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
27	12" NDS Catch Basin	EA	7	\$600	\$4,200
28	4" Perforated Pipe	LF	98	\$50	\$4,900
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$90	\$10,080
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$85	\$3,060

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$100	\$22,500
33	12" Flared End Section	EA	1	\$600	\$600
34	Sanitary Sewer Cleanout	EA	8	\$500	\$4,000
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$7,000	\$7,000
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,000	\$8,000
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$50	\$7,450
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$70	\$10,500
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$85	\$8,840
40	750 Gallon Grease Interceptor	EA	1	\$9,000	\$9,000
41	2" HDPE Domestic Water Service	LF	135	\$80	\$10,800
42	6" Ductile Iron Fire Water Line	LF	122	\$226	\$27,572
43	Domestic Service Tap at Main	EA	1	\$500	\$500
44	6" Hot Tap Assembly	EA	1	\$300	\$300
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,000	\$40,000
46	Fire Hydrant Assembly	EA	1	\$20,000	\$20,000
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$21,001	\$21,001
48	6" DCDA & Vault	EA	1	\$45,000	\$45,000
Wet Utility Improvements Total				\$298,943	
Project Total				\$5,316,586	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Miles Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$26,800	\$26,800
2	Traffic Control	LS	1	\$8,040	\$8,040
3	SWPPP / Dust Control	LS	1	\$21,440	\$21,440
4	Demolition	LS	1	\$71,122	\$71,122
General Total					\$127,402
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,403,200.00	\$2,403,200
6	Electrical & Associated Dry Utilities	LS	1	\$715,197	\$715,197
7	Mechanical & Associated Dry Utilities	LS	1	\$1,466,711	\$1,466,711
Building/Electrical/Mechanical Total					\$4,585,108
Site Improvements					
8	Earthwork	LS	1	\$222,599	\$222,599
9	Curb & Gutter	LF	222	\$60	\$13,420
10	Curb	LF	459	\$4	\$2,052
11	AC Pavement	SF	11,863	\$7	\$79,245
12	Pavement Patch	SF	2,648	\$19	\$50,815
13	Sod & Irrigation	SF	15,798	\$3	\$54,977
14	Decomposed Granite Section	SF	3,230	\$9	\$27,875
15	Pedestrian Ramps	EA	2	\$2,004	\$4,007
16	P.C.C. Sidewalk	SF	2,804	\$3	\$9,702
17	Chain Link Fence	LF	165	\$268	\$44,138
18	Retaining Wall	LS	1	\$10,396	\$10,396
19	Striping & Signage	LS	1	\$7,472	\$7,472
20	Bollards	EA	7	\$578	\$4,047
21	Wheel Stops	EA	17	\$147	\$2,500
22	Rip Rap	SF	1,513	\$6	\$9,729
23	River Rock Mulch	SF	604	\$4	\$2,186
Site Improvements Total					\$545,159
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$5,977	\$23,906
25	Type 4R Storm Drain Catch Basin	EA	1	\$3,752	\$3,752
26	Type 3R Storm Drain Catch Basin	EA	1	\$4,288	\$4,288
27	12" NDS Catch Basin	EA	7	\$949	\$6,641
28	4" Perforated Pipe	LF	98	\$11	\$1,072
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$55	\$16,079
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$96	\$10,806
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$125	\$4,502

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$131	\$29,426
33	12" Flared End Section	EA	1	\$1,554	\$1,554
34	Sanitary Sewer Cleanout	EA	8	\$772	\$6,175
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$1,072	\$1,072
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$4,904	\$4,904
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$84	\$12,474
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$84	\$12,623
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$108	\$11,216
40	750 Gallon Grease Interceptor	EA	1	\$11,578	\$11,578
41	2" HDPE Domestic Water Service	LF	135	\$48	\$6,508
42	6" Ductile Iron Fire Water Line	LF	122	\$209	\$25,460
43	Domestic Service Tap at Main	EA	1	\$214	\$214
44	6" Hot Tap Assembly	EA	1	\$12,060	\$12,060
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$36,448	\$36,448
46	Fire Hydrant Assembly	EA	1	\$17,474	\$17,474
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$23,661	\$23,661
48	6" DCDA & Vault	EA	1	\$47,955	\$47,955
Wet Utility Improvements Total				\$331,848	
Project Total				\$5,589,517	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: S B Builders LLC					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$50,000	\$50,000
2	Traffic Control	LS	1	\$10,000	\$10,000
3	SWPPP / Dust Control	LS	1	\$20,000	\$20,000
4	Demolition	LS	1	\$65,730	\$65,730
General Total					\$145,730
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,300,903.00	\$3,300,903
6	Electrical & Associated Dry Utilities	LS	1	\$756,000	\$756,000
7	Mechanical & Associated Dry Utilities	LS	1	\$433,320	\$433,320
Building/Electrical/Mechanical Total					\$4,490,223
Site Improvements					
8	Earthwork	LS	1	\$207,648	\$207,648
9	Curb & Gutter	LF	222	\$53	\$11,677
10	Curb	LF	459	\$53	\$24,143
11	AC Pavement	SF	11,863	\$6	\$76,588
12	Pavement Patch	SF	2,648	\$21	\$56,879
13	Sod & Irrigation	SF	15,798	\$4	\$60,645
14	Decomposed Granite Section	SF	3,230	\$10	\$31,202
15	Pedestrian Ramps	EA	2	\$2,243	\$4,486
16	P.C.C. Sidewalk	SF	2,804	\$10	\$28,601
17	Chain Link Fence	LF	165	\$348	\$57,420
18	Retaining Wall	LS	1	\$33,600	\$33,600
19	Striping & Signage	LS	1	\$8,364	\$8,364
20	Bollards	EA	7	\$600	\$4,200
21	Wheel Stops	EA	17	\$240	\$4,080
22	Rip Rap	SF	1,513	\$4	\$6,300
23	River Rock Mulch	SF	604	\$4	\$2,450
Site Improvements Total					\$618,283
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$6,930	\$27,720
25	Type 4R Storm Drain Catch Basin	EA	1	\$4,200	\$4,200
26	Type 3R Storm Drain Catch Basin	EA	1	\$4,800	\$4,800
27	12" NDS Catch Basin	EA	7	\$1,062	\$7,434
28	4" Perforated Pipe	LF	98	\$12	\$1,200
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$101	\$11,290
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$126	\$4,536

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$146	\$32,940
33	12" Flared End Section	EA	1	\$1,740	\$1,740
34	Sanitary Sewer Cleanout	EA	8	\$864	\$6,912
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$1,200	\$1,200
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$5,490	\$5,490
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$94	\$13,964
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$94	\$14,130
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$121	\$12,555
40	750 Gallon Grease Interceptor	EA	1	\$12,960	\$12,960
41	2" HDPE Domestic Water Service	LF	135	\$54	\$7,287
42	6" Ductile Iron Fire Water Line	LF	122	\$234	\$28,500
43	Domestic Service Tap at Main	EA	1	\$240	\$240
44	6" Hot Tap Assembly	EA	1	\$13,500	\$13,500
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,800	\$40,800
46	Fire Hydrant Assembly	EA	1	\$19,560	\$19,560
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$26,486	\$26,486
48	6" DCDA & Vault	EA	1	\$53,681	\$53,681
Wet Utility Improvements Total				\$370,764	
Project Total				\$5,625,000	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Pellett Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$45,000	\$45,000
2	Traffic Control	LS	1	\$2,600	\$2,600
3	SWPPP / Dust Control	LS	1	\$5,680	\$5,680
4	Demolition	LS	1	\$54,775	\$54,775
General Total					\$108,055
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$2,609,555	\$2,609,555
6	Electrical & Associated Dry Utilities	LS	1	\$506,167	\$506,167
7	Mechanical & Associated Dry Utilities	LS	1	\$376,800	\$376,800
Building/Electrical/Mechanical Total					\$3,492,522
Site Improvements					
8	Earthwork	LS	1	\$233,800	\$233,800
9	Curb & Gutter	LF	222	\$72	\$15,940
10	Curb	LF	459	\$43	\$19,728
11	AC Pavement	SF	11,863	\$4	\$41,521
12	Pavement Patch	SF	2,648	\$4	\$9,268
13	Sod & Irrigation	SF	15,798	\$6	\$91,154
14	Decomposed Granite Section	SF	3,230	\$3	\$10,724
15	Pedestrian Ramps	EA	2	\$2,850	\$5,700
16	P.C.C. Sidewalk	SF	2,804	\$15	\$41,415
17	Chain Link Fence	LF	165	\$72	\$11,824
18	Retaining Wall	LS	1	\$24,570	\$24,570
19	Striping & Signage	LS	1	\$6,970	\$6,970
20	Bollards	EA	7	\$178	\$1,246
21	Wheel Stops	EA	17	\$200	\$3,400
22	Rip Rap	SF	1,513	\$15	\$22,695
23	River Rock Mulch	SF	604	\$9	\$5,364
Site Improvements Total					\$545,318
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,000	\$12,000
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,000	\$2,000
27	12" NDS Catch Basin	EA	7	\$600	\$4,200
28	4" Perforated Pipe	LF	98	\$50	\$4,900
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$60	\$17,640
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$90	\$10,080
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$85	\$3,060

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$100	\$22,500
33	12" Flared End Section	EA	1	\$600	\$600
34	Sanitary Sewer Cleanout	EA	8	\$500	\$4,000
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$7,000	\$7,000
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,000	\$8,000
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$50	\$7,450
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$70	\$10,500
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$85	\$8,840
40	750 Gallon Grease Interceptor	EA	1	\$9,000	\$9,000
41	2" HDPE Domestic Water Service	LF	135	\$80	\$10,800
42	6" Ductile Iron Fire Water Line	LF	122	\$226	\$27,572
43	Domestic Service Tap at Main	EA	1	\$500	\$500
44	6" Hot Tap Assembly	EA	1	\$300	\$300
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$40,000	\$40,000
46	Fire Hydrant Assembly	EA	1	\$20,000	\$20,000
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$21,001	\$21,001
48	6" DCDA & Vault	EA	1	\$45,000	\$45,000
Wet Utility Improvements Total				\$298,943	
Project Total				\$4,444,837	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Truckee Meadows Construction					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$266,969	\$266,969
2	Traffic Control	LS	1	\$12,780	\$12,780
3	SWPPP / Dust Control	LS	1	\$23,390	\$23,390
4	Demolition	LS	1	\$78,800	\$78,800
General Total					\$381,939
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,854,173.00	\$3,854,173
6	Electrical & Associated Dry Utilities	LS	1	\$461,090	\$461,090
7	Mechanical & Associated Dry Utilities	LS	1	\$335,420	\$335,420
Building/Electrical/Mechanical Total					\$4,650,683
Site Improvements					
8	Earthwork	LS	1	\$43,404	\$43,404
9	Curb & Gutter	LF	222	\$42	\$9,413
10	Curb	LF	459	\$29	\$13,219
11	AC Pavement	SF	11,863	\$6	\$66,551
12	Pavement Patch	SF	2,648	\$20	\$53,701
13	Sod & Irrigation	SF	15,798	\$32	\$500,481
14	Decomposed Granite Section	SF	3,230	\$9	\$30,007
15	Pedestrian Ramps	EA	2	\$2,390	\$4,780
16	P.C.C. Sidewalk	SF	2,804	\$7	\$19,348
17	Chain Link Fence	LF	165	NIC	
18	Retaining Wall	LS	1	\$19,960	\$19,960
19	Striping & Signage	LS	1	NIC	
20	Bollards	EA	7	\$2,170	\$15,190
21	Wheel Stops	EA	17	NIC	
22	Rip Rap	SF	1,513	\$7	\$10,591
23	River Rock Mulch	SF	604	\$33	\$19,998
Site Improvements Total					\$806,643
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$10,035	\$40,140
25	Type 4R Storm Drain Catch Basin	EA	1	\$6,570	\$6,570
26	Type 3R Storm Drain Catch Basin	EA	1	\$6,130	\$6,130
27	12" NDS Catch Basin	EA	7	\$820	\$5,740
28	4" Perforated Pipe	LF	98	\$65	\$6,370
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$56	\$16,464
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$69	\$7,728
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$81	\$2,916

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$141	\$31,725
33	12" Flared End Section	EA	1	\$1,170	\$1,170
34	Sanitary Sewer Cleanout	EA	8	\$640	\$5,120
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$11,435	\$11,435
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,915	\$8,915
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$61	\$9,089
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$67	\$10,050
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$128	\$13,312
40	750 Gallon Grease Interceptor	EA	1	\$15,590	\$15,590
41	2" HDPE Domestic Water Service	LF	135	\$49	\$6,615
42	6" Ductile Iron Fire Water Line	LF	122	\$254	\$30,988
43	Domestic Service Tap at Main	EA	1	\$5,700	\$5,700
44	6" Hot Tap Assembly	EA	1	\$6,100	\$6,100
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$25,295	\$25,295
46	Fire Hydrant Assembly	EA	1	\$23,300	\$23,300
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$14,700	\$14,700
48	6" DCDA & Vault	EA	1	\$51,100	\$51,100
Wet Utility Improvements Total				\$362,262	
Project Total				\$6,201,527	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Bruce Purves Construction, Inc.					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$44,658	\$44,658
2	Traffic Control	LS	1	\$2,293	\$2,293
3	SWPPP / Dust Control	LS	1	\$2,981	\$2,981
4	Demolition	LS	1	\$105,468	\$105,468
General Total					\$155,399
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,041,970.29	\$3,041,970
6	Electrical & Associated Dry Utilities	LS	1	\$725,283	\$725,283
7	Mechanical & Associated Dry Utilities	LS	1	\$775,700	\$775,700
Building/Electrical/Mechanical Total					\$4,542,953
Site Improvements					
8	Earthwork	LS	1	\$268,026	\$268,026
9	Curb & Gutter	LF	222	\$58	\$12,980
10	Curb	LF	459	\$52	\$23,680
11	AC Pavement	SF	11,863	\$9	\$108,546
12	Pavement Patch	SF	2,648	\$25	\$64,955
13	Sod & Irrigation	SF	15,798	\$4	\$64,614
14	Decomposed Granite Section	SF	3,230	\$9	\$29,813
15	Pedestrian Ramps	EA	2	\$1,678	\$3,355
16	P.C.C. Sidewalk	SF	2,804	\$16	\$45,313
17	Chain Link Fence	LF	165	\$86	\$14,244
18	Retaining Wall	LS	1	\$59,313	\$59,313
19	Striping & Signage	LS	1	\$7,990	\$7,990
20	Bollards	EA	7	\$258	\$1,806
21	Wheel Stops	EA	17	\$0	\$0
22	Rip Rap	SF	1,513	\$4	\$6,022
23	River Rock Mulch	SF	604	\$4	\$2,344
Site Improvements Total					\$713,002
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$3,439	\$13,757
25	Type 4R Storm Drain Catch Basin	EA	1	\$2,293	\$2,293
26	Type 3R Storm Drain Catch Basin	EA	1	\$2,293	\$2,293
27	12" NDS Catch Basin	EA	7	\$688	\$4,815
28	4" Perforated Pipe	LF	98	\$57	\$5,617
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$69	\$20,221
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$103	\$11,556
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$97	\$3,508

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$115	\$25,794
33	12" Flared End Section	EA	1	\$688	\$688
34	Sanitary Sewer Cleanout	EA	8	\$573	\$4,586
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$8,025	\$8,025
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$9,171	\$9,171
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$57	\$8,541
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$80	\$12,038
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$97	\$10,134
40	750 Gallon Grease Interceptor	EA	1	\$10,318	\$10,318
41	2" HDPE Domestic Water Service	LF	135	\$92	\$12,381
42	6" Ductile Iron Fire Water Line	LF	122	\$259	\$31,608
43	Domestic Service Tap at Main	EA	1	\$573	\$573
44	6" Hot Tap Assembly	EA	1	\$344	\$344
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$45,856	\$45,856
46	Fire Hydrant Assembly	EA	1	\$22,928	\$22,928
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$24,075	\$24,075
48	6" DCDA & Vault	EA	1	\$51,588	\$51,588
Wet Utility Improvements Total				\$342,705	
Project Total				\$5,754,058	

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER					
Contractor: Builders United					
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price
General					
1	Mobilization and Demobilization	LS	1	\$621,211	\$621,211
2	Traffic Control	LS	1	\$12,780	\$12,780
3	SWPPP / Dust Control	LS	1	\$49,730	\$49,730
4	Demolition	LS	1	\$78,800	\$78,800
General Total					\$762,521
Building/Electrical/Mechanical					
5	Architectural/Structural	LS	1	\$3,171,386.46	\$3,171,386
6	Electrical & Associated Dry Utilities	LS	1	\$658,678	\$658,678
7	Mechanical & Associated Dry Utilities	LS	1	\$694,410	\$694,410
Building/Electrical/Mechanical Total					\$4,524,474
Site Improvements					
8	Earthwork	LS	1	\$43,404	\$43,404
9	Curb & Gutter	LF	222	\$42	\$9,413
10	Curb	LF	459	\$29	\$13,219
11	AC Pavement	SF	11,863	\$1	\$16,608
12	Pavement Patch	SF	2,648	\$1	\$3,707
13	Sod & Irrigation	SF	15,798	\$2	\$24,961
14	Decomposed Granite Section	SF	3,230	\$16	\$51,228
15	Pedestrian Ramps	EA	2	\$2,390	\$4,780
16	P.C.C. Sidewalk	SF	2,804	\$7	\$19,348
17	Chain Link Fence	LF	165	\$250	\$41,172
18	Retaining Wall	LS	1	\$19,960	\$19,960
19	Striping & Signage	LS	1	\$1,600	\$1,600
20	Bollards	EA	7	\$2,170	\$15,190
21	Wheel Stops	EA	17	\$29	\$500
22	Rip Rap	SF	1,513	\$7	\$10,591
23	River Rock Mulch	SF	604	\$41	\$25,000
Site Improvements Total					\$300,681
Wet Utility Improvements					
24	48" Storm Drain Manhole	EA	4	\$10,035	\$40,140
25	Type 4R Storm Drain Catch Basin	EA	1	\$6,570	\$6,570
26	Type 3R Storm Drain Catch Basin	EA	1	\$6,130	\$6,130
27	12" NDS Catch Basin	EA	7	\$820	\$5,740
28	4" Perforated Pipe	LF	98	\$65	\$6,370
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	\$56	\$16,464
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	\$69	\$7,728
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	\$81	\$2,916

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	\$141	\$31,725
33	12" Flared End Section	EA	1	\$1,170	\$1,170
34	Sanitary Sewer Cleanout	EA	8	\$640	\$5,120
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	\$11,435	\$11,435
36	48" Sanitary Sewer Manhole (Precast)	EA	1	\$8,915	\$8,915
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	\$61	\$9,089
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	\$67	\$10,050
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	\$128	\$13,312
40	750 Gallon Grease Interceptor	EA	1	\$15,590	\$15,590
41	2" HDPE Domestic Water Service	LF	135	\$49	\$6,615
42	6" Ductile Iron Fire Water Line	LF	122	\$254	\$30,988
43	Domestic Service Tap at Main	EA	1	\$5,700	\$5,700
44	6" Hot Tap Assembly	EA	1	\$6,100	\$6,100
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	\$25,295	\$25,295
46	Fire Hydrant Assembly	EA	1	\$23,300	\$23,300
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	\$14,700	\$14,700
48	6" DCDA & Vault	EA	1	\$51,100	\$51,100
Wet Utility Improvements Total				\$362,262	
Project Total				\$5,949,938	

Lockwood Senior Center Project

June 24, 2024

P4-11 PWP ST-2024-211

Bid results and staff report.

Bids for the construction of the proposed Lockwood Senior Center Project were received until June 13th 2024, at 1:30PM at and then publicly opened and read aloud in the Storey County Courthouse in Virginia City.

A total of seven bids were received with a range of about 12% and an average value just below the Engineer's Estimate of \$5.7M. One bidder was disqualified for a procedural error on their submitted paperwork as noted in the attached engineer's report.

When the bidders preference was applied to the submitted bids, the two lowest bidders were K7 Construction and Shaheen-Beauchamp Builders. Both submitted responsive bids, both are considered qualified bidders per NRS 338.1382.

K7's bid is submitted as \$5,295,828.00. The columnar total of unit prices is \$5,316,586.00. The bid documents are clear in section 13.01 (c) that the sum of the unit prices shall govern as the correct sum. All other bids were similarly analyzed, and the bid ranking is as it appears in the attached Bid Award Recommendation as submitted by Lumos and associates.

Staff reviewed all bids and particularly the three lowest bidders. Staff contacted the owners of the listed projects in the work history section of the bid documents and K7 was favorably reported by their prior customers.

In accordance with staff findings and with Lumos and Associates' recommendations, and finding no reason to reject the bid from K7 Construction, staff recommends that the Storey County Board of Commissioners accept the bid from K7 Construction and award the contract for construction of the Lockwood Senior Center Project to K7 Construction in the contract amount of \$5,316,586.00.

C-410 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Storey County Courthouse: 26 South B Street, Virginia City, Nevada 89440.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER						
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price	
General						
1	Mobilization and Demobilization	LS	1	50,000.00	50,000.00	
2	Traffic Control	LS	1	2,000.00	2,000.00	
3	SWPPP / Dust Control	LS	1	2,600.00	2,600.00	
4	Demolition	LS	1	92,000.00	92,000.00	
General Total				146,600		
Building/Electrical/Mechanical						
5	Architectural/Structural	LS	1	26867.91	26867.91	
6	Electrical & Associated Dry Utilities	LS	1	63057.1		
7	Mechanical & Associated Dry Utilities	LS	1	96369.2		
Building/Electrical/Mechanical Total				428105.4		
Site Improvements						
8	Earthwork	LS	1	245,370	245,370.00	
9	Curb & Gutter	LF	222	50.00	11,100.00	
10	Curb	LF	459	44.00	13,770.00	
11	AC Pavement	SF	11,863	6.90	81,855.00	
12	Pavement Patch	SF	2,648	7.34	19,436.32	
13	Sod & Irrigation	SF	15,798	3.52	55,627.00	
14	Decomposed Granite Section	SF	3,230	8.05	26,002.00	
15	Pedestrian Ramps	EA	2	2,119.00	4,238.00	
16	P.C.C. Sidewalk	SF	2,804	13.35	37,433.00	
17	Chain Link Fence	LF	165	17.20	12,250.00	
18	Retaining Wall	LS	1	47,298.00	47,298.00	
19	Striping & Signage	LS	1	3,056	3,056.00	
20	Bollards	EA	7	503.00	3,521.00	
21	Wheel Stops	EA	17	417.00	7,089.00	
22	Rip Rap	SF	1,513	15.00	22,695.00	
23	River Rock Mulch	SF	604	3.73	2,253.00	
Site Improvements Total				569,231		
Wet Utility Improvements						
24	48" Storm Drain Manhole	EA	4	3,000.00	12,000.00	
25	Type 4R Storm Drain Catch Basin	EA	1	2,000.00	2,000.00	
26	Type 3R Storm Drain Catch Basin	EA	1	2,000.00	2,000.00	
27	12" NDS Catch Basin	EA	7	600.00	4,200.00	
28	4" Perforated Pipe	LF	98	50.00	4,900.00	
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	60.00	17,640.00	
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	90.00	10,080.00	
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	85.00	3,060.00	

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	100.00	22,500.00
33	12" Flared End Section	EA	1	600.00	600.00
34	Sanitary Sewer Cleanout	EA	8	500.00	4,000.00
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	7,000.00	7,000.00
36	48" Sanitary Sewer Manhole (Precast)	EA	1	8,000.00	8,000.00
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	50.00	7,450.00
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	70.00	10,500.00
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	85.00	8,840.00
40	750 Gallon Grease Interceptor	EA	1	9,000.00	9,000.00
41	2" HDPE Domestic Water Service	LF	135	80.00	10,800.00
42	6" Ductile Iron Fire Water Line	LF	122	226.00	27,572.00
43	Domestic Service Tap at Main	EA	1	500.00	500.00
44	6" Hot Tap Assembly	EA	1	300.00	300.00
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	40,000.00	40,000.00
46	Fire Hydrant Assembly	EA	1	20,000.00	20,000.00
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	21,001.00	21,001.00
48	6" DCDA & Vault	EA	1	45,000.00	45,000.00
Wet Utility Improvements Total					
Project Total					

Storey County
Lockwood Senior Center
Bid Tab



LOCKWOOD SENIOR CENTER						
Bid Item No.	Description	Units	Quantity	Unit Price	Total Price	
General						
1	Mobilization and Demobilization	LS	1	50,000.00	50,000.00	
2	Traffic Control	LS	1	2,000.00	2,000.00	
3	SWPPP / Dust Control	LS	1	2,600.00	2,600.00	
4	Demolition	LS	1	92,000.00	92,000.00	
General Total						
Building/Electrical/Mechanical						
5	Architectural/Structural	LS	1			
6	Electrical & Associated Dry Utilities	LS	1			
7	Mechanical & Associated Dry Utilities	LS	1			
Building/Electrical/Mechanical Total						
Site Improvements						
8	Earthwork	LS	1	245,370	245,370.00	
9	Curb & Gutter	LF	222	50.00	11,100.00	
10	Curb	LF	459	44.00	13,770.00	
11	AC Pavement	SF	11,863	6.90	81,855.00	
12	Pavement Patch	SF	2,648	7.34	19,436.32	
13	Sod & Irrigation	SF	15,798	3.52	55,627.00	
14	Decomposed Granite Section	SF	3,230	8.05	26,002.00	
15	Pedestrian Ramps	EA	2	2,119.00	4,238.00	
16	P.C.C. Sidewalk	SF	2,804	13.35	37,438.00	
17	Chain Link Fence	LF	165	17.20	12,250.00	
18	Retaining Wall	LS	1	47,298.00	47,298.00	
19	Striping & Signage	LS	1	3,056	3,056.00	
20	Bollards	EA	7	503.00	3,521.00	
21	Wheel Stops	EA	17	417.00	7,089.00	
22	Rip Rap	SF	1,513	15.00	22,695.00	
23	River Rock Mulch	SF	604	3.73	2,253.00	
Site Improvements Total						
Wet Utility Improvements						
24	48" Storm Drain Manhole	EA	4	3,000.00	12,000.00	
25	Type 4R Storm Drain Catch Basin	EA	1	2,000.00	2,000.00	
26	Type 3R Storm Drain Catch Basin	EA	1	2,000.00	2,000.00	
27	12" NDS Catch Basin	EA	7	600.00	4,200.00	
28	4" Perforated Pipe	LF	98	50.00	4,900.00	
29	4" SDR-35 PVC Storm Drain Pipe	LF	294	60.00	17,640.00	
30	6" SDR-35 PVC Storm Drain Pipe	LF	112	90.00	10,080.00	
31	8" SDR-35 PVC Storm Drain Pipe	LF	36	85.00	3,060.00	

32	12" SDR-35 PVC Storm Drain Pipe	LF	225	100.00	22,500.00
33	12" Flared End Section	EA	1	600.00	600.00
34	Sanitary Sewer Cleanout	EA	8	500.00	4,000.00
35	48" Sanitary Sewer Manhole (Cast-in-Place Base)	EA	1	7,000.00	7,000.00
36	48" Sanitary Sewer Manhole (Precast)	EA	1	8,000.00	8,000.00
37	4" SDR-35 PVC Sanitary Sewer Pipe	LF	149	50.00	7,450.00
38	6" SDR-35 PVC Sanitary Sewer Pipe	LF	150	70.00	10,500.00
39	8" SDR-35 PVC Sanitary Sewer Pipe	LF	104	85.00	8,840.00
40	750 Gallon Grease Interceptor	EA	1	9,000.00	9,000.00
41	2" HDPE Domestic Water Service	LF	135	80.00	10,800.00
42	6" Ductile Iron Fire Water Line	LF	122	226.00	27,572.00
43	Domestic Service Tap at Main	EA	1	500.00	500.00
44	6" Hot Tap Assembly	EA	1	300.00	300.00
45	Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV)	EA	1	40,000.00	40,000.00
46	Fire Hydrant Assembly	EA	1	20,000.00	20,000.00
47	2" Meter, Backflow Preventer, & Hot Box	EA	1	21,001.00	21,001.00
48	6" DCDA & Vault	EA	1	45,000.00	45,000.00
Wet Utility Improvements Total				298,943	
Project Total				5,295,828	

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Bid Item Clarifications

1. Mobilization and Demobilization (LS)

- a. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; temporary power, water, sanitation facilities, and project signage; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- b. Mobilization shall also consist of all construction permitting including, but not limited to any NDEP Permits for Dust Control.
- c. Demobilization shall consist of all preparatory work and operations to remove all the facilities and personnel included in Mobilization. Demobilization shall include cleanup of the entire construction area to pre-existing conditions after all the work indicated on the plans and specifications is completed and before final acceptance of the project.
- d. All construction staking as required for the construction of the project.
- e. Payment for mobilization and demobilization will be made as follows:
 - 1) When 5% of the total original Contract amount is earned from other bid items, 50% of the amount of bid for mobilization and demobilization will be paid.
 - 2) When 10% of the total original Contract amount is earned from other bid items, 90% of the amount bid for mobilization and demobilization will be paid.
 - 3) Upon completion of all work on the project, including completion of punch list work and submittal of record drawings by the CONTRACTOR, 100% of the mobilization and demobilization item will be paid.

2. Traffic Control (LS)

- a. Traffic Control shall consist of furnishing all labor, materials, tools, and equipment required to provide traffic control for the duration of the project in accordance to the specifications. This bid item includes, but is not limited to, preparation and distribution of traffic control plans for approval, advanced notices and reports, in addition to the setup, removal and maintenance of all barricades, signs, channelizing devices, barrels, cones, flag persons, detours, pilot cars, arrow boards, message boards, temporary striping, temporary paving, temporary aggregate base,

plantmix bituminous ramps, and incidentals necessary to provide all traffic control throughout the duration of the project. There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule.

- b. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment for Furnish and Install Traffic Control shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified.
3. SWPPP / Dust Control (LS)
- a. SWPPP / Dust Control shall consist of furnishing all materials, equipment, and labor for erosion controls, installation and maintenance of storm water protection devices, protection and cleaning of storm drain structures throughout the duration of the project. Conforming to the requirements of this section does not relieve the contractor of the cleanup requirements as described in other sections of the contract documents.
 - b. Payment for SWPPP / Dust Control will be made as follows:
 - 1) When 5% of the total original Contract amount is earned from other bid items, 50% of the amount of bid for SWPPP / Dust Control will be paid.
 - 2) When 50% of the total original Contract amount is earned from other bid items, 90% of the amount bid for SWPPP / Dust Control will be paid.
 - 3) Upon completion of all work on the project, including completion of punch list work and submittal of record drawings by the Contractor, 100% of the SWPPP / Dust Control item will be paid.
4. Demolition (LS)
- a. Demolition shall consist of furnishing all labor, tools, material, equipment, and incidentals required to remove and demolish existing facilities as shown on the plans. This bid item includes, but is not limited to, excavation, disposal of excavated materials, removal of existing building, retaining wall, pavement, fencing, and sidewalk, utilities, surface restoration and cleanup to leave a safe work area.
 - b. This bid item also consists of pre-construction testing and reports per plans and specifications, including but not limited to percolation testing and a hazardous materials report (if deemed necessary).
 - c. This bid item also consists of relocation per plans, including but not limited to trees, signage, and the propane tank, storage and maintenance of items in interim conditions.
 - d. This bid item also consists of necessary existing utility verification and potholing as shown on the plans. This shall consist of all labor, tools, materials, and equipment required to complete utility verification and potholing, including, but not limited

to, excavation, coordination with homeowners, backfilling, compaction, and temporary pavement patch as required.

- e. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified.

5. Architectural/Structural (LS)

- a. Architectural/Structural shall consist all work (labor, materials, tools, and equipment) necessary to complete the construction of the proposed building, canopies, and maintenance yard per project plans and specifications. This includes but is not limited to roofing, doors, paint, tile, carpet, windows, insulation, cabinets, concrete slabs, steel, footings, wood fencing for the outdoor play area, and CMU walls. This bid item excludes the parking lot retaining wall, bollards, sewer and storm drain improvements in the maintenance yard, civil site work, and all mechanical and electrical work.
- b. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified. To assist payment processing, the Contractor may submit a schedule of values for individual items associated with this bid item.

6. Electrical and Associated Dry Utilities (LS)

- a. Electrical and Associated Dry Utilities shall consist of furnishing all labor, materials, tools, and equipment required to complete electrical work for the proposed building and site per plans and specifications. This bid item includes, but is not limited to, power, lighting, and telecom improvements within the building and site, light poles, NV Energy improvements, the generator, and the transformer.
- b. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified. To assist payment processing, the Contractor may submit a schedule of values for individual items associated with this bid item.

7. Mechanical and Associated Dry Utilities (LS)

- a. Mechanical and Associated Dry Utilities shall consist of furnishing all labor, materials, tools, and equipment required to complete mechanical work for the proposed building and site per plans and specifications. This bid item includes, but is not limited to, all gas improvements, kitchen equipment, plumbing, and the HVAC system.

- b. This bid item also consists of fire protection improvements per plans and specifications, including, but not limited to, obtaining or providing design, permits, materials, installation, testing, and clean up for a complete and operable system.
 - c. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified. To assist payment processing, the Contractor may submit a schedule of values for individual items associated with this bid item.
- 8. Earthwork (LS)
 - a. Earthwork includes all labor, tools, materials, and equipment required to furnish and install a finished subgrade per the plans and specifications. This bid item includes, but is not limited to, excavating and removal of existing soil, import, placement, and compaction of suitable fill material, subgrade preparation, providing, compaction and material testing as required, protection against vandalism, temporary access ramps, and incidental work as required to complete this item.
 - b. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified.
- 9. Curb & Gutter (LF)
 - a. Curb & Gutter shall consist of all labor, materials, tools, and equipment required to furnish and install new curb & gutter as specified, including, but not limited to, sawcutting, removal and disposal of existing materials, excavation of existing subgrade materials to the bottom of new aggregate base, furnish, place, grade, and compact 6-inch depth of new Type 2 Class B aggregate base material, provide and place new PCC curb & gutter, painting red and yellow curbs as required, cold-weather protection, protection against vandalism, temporary access ramps, compaction and material testing, and incidentals as required.
- 10. Curb (LF)
 - a. Curb shall consist of all labor, materials, tools, and equipment required to furnish and install new curb as specified, including, but not limited to, sawcutting, removal and disposal of existing materials, excavation of existing subgrade materials to the bottom of new aggregate base, furnish, place, grade, and compact 6-inch depth of new Type 2 Class B aggregate base material, provide and install structural tubing and rebar for curb cuts, provide and place new PCC, painting red and yellow curbs as required, cold-weather protection, protection against vandalism, temporary access ramps, compaction and material testing, and incidentals as required.
- 11. Install 3" AC on 4" AB (SF)

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- a. Install 3" AC on 4" aggregate base material per geotechnical report. Shall consist of all labor, tools, materials, and equipment required to furnish and install the asphalt concrete per the plans and specifications. This bid item includes, but is not limited to, sawcutting, pulverizing, excavating and removal of existing improvements and materials, subgrade preparation, providing, hauling, installing, and compacting new Type 2 Class B aggregate base, tack coat, providing, hauling, installing, and compacting bituminous plantmix, compaction and material testing as required, protection against vandalism, temporary access ramps, and incidental work as required to complete this item. This item also includes adjusting all utility covers and lids to grade per the plans and specifications.
12. Pavement Patch (SF)
- a. Pavement Patch shall consist of all labor, tools, materials, and equipment required to furnish and install the permanent bituminous pavement patch per the plans and specifications. This bid item includes, but is not limited to, sawcutting, pulverizing, excavating and removal of existing improvements and materials, providing, hauling, installing, and compacting new Type 2 Class B aggregate base, tack coat, providing, hauling, installing, and compacting bituminous plantmix, compaction and material testing as required, protection against vandalism, temporary access ramps, and incidental work as required to complete this item. This item also includes adjusting all utility covers and lids to grade per the plans and specifications.
13. Sod & Irrigation (SF)
- Sod & Irrigation shall consist of all labor, materials, tools, and equipment required to furnish and install proposed sod and an irrigation system for sod and relocated trees per plans and specifications. This bid item includes, but is not limited to, coordination, providing and installing sod, repairing damaged existing sod, the layout, design, relocation, protection, and installation of irrigation facilities, piping, control wires and conduit, sleeves, sprinkler heads, valves, and other necessary appurtenances, leakage and pressure testing, and clean up.
14. Decomposed Granite Section (SF)
- Decomposed Granite Section shall consist of all labor, materials, tools, and equipment required to construct the decomposed granite section per plans and specifications. This bid item includes, but is not limited to, the import, placement, compaction and testing of decomposed granite and aggregate base section, subgrade preparation and compaction, the excavation and disposal of existing materials, and cleanup.
15. Pedestrian Ramps (EA)
- a. Pedestrian Ramps shall consist of all labor, materials, tools, and equipment required to furnish and install all ADA ramps as specified, including, but not limited to, sawcutting, excavation, removal and disposal of existing materials to the proposed bottom of the new aggregate base, furnishing and placing 6-inch depth new Type 2 Class B aggregate base, compaction testing as required, to provide and

place PCC ADA ramps, installation of truncated domes, material testing, cold weather protection, protection against vandalism, temporary access ramps, and incidentals as required.

16. Sidewalk (SF)

- a. Sidewalk shall consist of all labor, materials, tools, and equipment required to furnish and install all sidewalk improvements per plans and specifications. This bid item includes, but is not limited to, sawcutting, excavation, removal and disposal of existing materials to the proposed bottom of the new aggregate base, furnishing and placing 4-inch depth new Type 2 Class B aggregate base, compaction testing as required, providing and placing 4-inch depth PCC, material testing, cold weather protection, protection against vandalism, temporary access ramps, and incidentals as required.

17. Chain Link Fence (LF)

- a. Chain Link Fence shall consist of all labor, materials, tools, and equipment required to construct the proposed chain link fence per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage, and inspection of materials, providing and installing concrete footings, chain link mesh, posts, tension wire, and other components of the fence.

18. Retaining Wall (LS)

- a. This bid item shall consist of all labor, materials, tools, and equipment required to furnish and install the new parking lot retaining wall as specified, including, but not limited to, excavation of existing soil, removal and disposal of existing materials, temporary stabilization, providing and placing CMU retaining wall and PCC footing, rebar, forming, forms, drainage gravel, swale grading, cold/hot-weather protection, protection against vandalism, temporary access ramps, compaction and material testing, and incidentals as required.

19. Striping & Signage (LS)

- a. Striping shall consist of furnishing all labor, materials, tools, and equipment required to complete all pavement markings, thermoplastic or linear striping, and signage per plans and specifications. This bid item includes, but is not limited to, replacing arrows, triangles, stop bars and crosswalk bars, word symbols, and linear pavement striping, accessible parking signs, no parking signs, surface preparation, priming, and application to complete the work as specified.
- b. In general, payment associated with this item of work may be prorated based upon the percentage of work completed. Payment shall be made at the applicable unit price bid per lump sum which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified.

20. Bollards (EA)

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- a. Bollards shall consist of all labor, materials, tools, and equipment required to construct the proposed removable bollards per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, providing and installing the square steel tube bollard, concrete base, locking bar, cap, reflector square, aggregate base, and other components of the bollard, welding, drilling, and compaction.
21. Wheel Stops (EA)
- a. Wheel stops shall consist of all labor, materials, tools, and equipment required to construct the proposed wheel stops per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, providing and installing the concrete wheel stops.
22. Rip Rap (SF)
- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install rip rap per plans, including, but not limited to, preparation of subgrade; rip rap installation as shown on plan; adjacent surface restoration and clean-up.
23. River Rock Mulch (SF)
- a. River Rock Mulch shall consist of furnishing all labor, tools, material, equipment, and incidentals required to install river rock mulch per plans. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, providing and installing river rock mulch and weed barrier fabric, and clean up.
24. 48" Storm Drain Manhole (EA)
- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install the storm drain manhole, including, but not limited to, clearing and grubbing, temporary drainage, excavation, disposal of excavated materials, subgrade preparation, drain rock, concrete, reinforcing steel, placement of the barrel or box, cone, grade rings, frame, new cover, backfill, compaction, grouting unused stub outs, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up, and testing as required per plans and specifications. Surface restoration shall be equal to or better than existing conditions. Paving shall be per a separate line item.
25. Type 4R Storm Drain Catch Basin (EA)
- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install the Type 4R catch basin, including, but not limited to, excavation, disposal of excavated materials, subgrade preparation, concrete, reinforcing steel, placement of the box, frame, grate, curb box hood, oil/water separator, drain rock, backfill, compaction, grouting, intermediate and final adjustments of drop inlet to finish surface, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up. Surface restoration shall be equal to or better than existing conditions.

26. Type 3R Storm Drain Catch Basin (EA)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install the Type 3R catch basin, including, but not limited to, excavation, disposal of excavated materials, subgrade preparation, concrete, reinforcing steel, placement of the box, frame, grate, oil/water separator, drain rock, backfill, compaction, grouting, intermediate and final adjustments of drop inlet to finish surface, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up. Surface restoration shall be equal to or better than existing conditions.

27. 12" NDS Catch Basin (EA)

- a. 12" NDS Catch Basin consists of furnishing all labor, tools, material, equipment, and incidentals required to install the proposed 12" landscape and sidewalk polypropylene catch basins. This bid item includes, but is not limited to, clearing and grubbing, excavation, disposal of excavated materials, subgrade preparation, gravel base, placement of the catch basin, risers as required, grate, backfill, compaction, thickened concrete at sidewalk basins, expansion joints, intermediate and final adjustments of drop inlet to finish surface, surface restoration and clean-up. Surface restoration shall be equal to or better than existing conditions.

28. 4" Perforated Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 4" perforated piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

29. 4" SDR-35 PVC Storm Drain Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 4" SDR-35 PVC storm drain piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

30. 6" SDR-35 PVC Storm Drain Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 6" SDR-35 PVC storm drain piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe, disposal of excavated materials, backfill, compaction, testing

as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

31. 8" SDR-35 PVC Storm Drain Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 8" SDR-35 PVC storm drain piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe or manholes, sealing of manhole terminations, finishing of the connections to new/existing manholes, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

32. 12" SDR-35 PVC Storm Drain Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 12" SDR-35 PVC storm drain piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe or manholes, sealing of manhole terminations, finishing of the connections to new/existing manholes, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

33. 12" Flared End Section (EA)

- a. 12" Flared End Section shall consist of all labor, materials, tools, and equipment required to construct the proposed flared end section per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, providing and installing the flared end section, and ensuring proper drainage and grading around the structure.

34. Sanitary Sewer Cleanout (EA)

- a. Sanitary Sewer Cleanout shall consist of furnishing all labor, tools, material, equipment, and incidentals required to install sanitary sewer cleanouts per plans and specifications. This bid item includes, but is not limited to, excavating, disposal of excavated materials, backfill, compaction, furnishing and installing the valve box and cover, adapter, plug, wye fitting and other appurtenances as required, and clean-up.

35. 48" Sanitary Sewer Manhole (Cast-in-Place Base)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install the sanitary sewer manhole with a cast in place base, including, but not limited to, clearing and grubbing, temporary drainage,

excavation, disposal of excavated materials, subgrade preparation, drain rock, concrete, reinforcing steel, pouring the concrete base, placement of the pre-cast barrel or box, cone, grade rings, frame and cover, installing the concrete collar, backfill, compaction, grouting unused stub outs, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up, and testing as required per plans and specifications. Surface restoration shall be equal to or better than existing conditions.

36. 48" Sanitary Sewer Manhole (Precast)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install the sanitary sewer manhole, including, but not limited to, clearing and grubbing, temporary drainage, excavation, disposal of excavated materials, subgrade preparation, drain rock, concrete, reinforcing steel, placement of the barrel or box, cone, grade rings, frame and cover, installing the concrete collar, backfill, compaction, grouting unused stub outs, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up, and testing as required per plans and specifications. Surface restoration shall be equal to or better than existing conditions.

37. 4" SDR-35 PVC Sanitary Sewer Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 4" SDR-35 PVC sanitary sewer piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

38. 6" SDR-35 PVC Sanitary Sewer Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 6" SDR-35 PVC sanitary sewer piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

39. 8" SDR-35 PVC Sanitary Sewer Pipe (LF)

- a. This bid item consists of furnishing all labor, tools, material, equipment, and incidentals required to install 8" SDR-35 PVC sanitary sewer piping per plan, including, but not limited to, protect existing utilities, excavate trench, dewatering (if required), pipes and appurtenances, installation of new pipe, bedding, connections to new/existing pipe or manholes, sealing of manhole terminations,

finishing of the connections to new/existing manholes, disposal of excavated materials, backfill, compaction, testing as required, clean-up, site restoration equal to or better than existing conditions, and cleanup. Surface restoration shall be equal to or better than existing conditions.

40. 750 Gallon Grease Interceptor

- a. 750 Gallon Grease Interceptor shall consist of all labor, materials, tools, and equipment required to construct the proposed grease interceptor, complete and in place per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage, and inspection of materials, excavation, shoring and sheeting, protection of existing utilities, furnishing and installing the grease interceptor, risers, frame and cover, gaskets, inlet and outlet piping, fittings, and other appurtenances as required, backfill, and clean-up.

41. 2" HDPE Domestic Water Service (LF)

- a. 2" HDPE Domestic Water Service consists of all labor, materials, tools, and equipment required to construct the domestic water service line, complete and in place per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, protection of existing utilities, foundation preparation, dewatering, bedding per specification, backfill per specification, compaction testing, furnishing and installing all service lines, coupling (reducer if applicable), and locator wires; abandonment of service connections to existing mains, laying and jointing pipe, pipe bedding, trench backfill and compaction; temporary asphalt pavement restoration according to future paving limit, pressure testing, flushing, and disinfection as required, and clean-up.

42. 6" Restrained Ductile Iron Waterline & Appurtenances (LF)

- a. 6" Restrained C900 PVC Waterline shall consist of furnishing all labor, materials, tools, and equipment required to construct the fire water service complete and in place per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, protection of existing utilities, foundation preparation, dewatering, bedding per specification, backfill per specification, compaction testing per specification, restrained ductile iron pipe, pipe installation and testing, line location tape and wire placement, leakage testing, pressure testing, flushing, and disinfection as required, joint restraints installation, thrust blocks, ductile iron elbows/fittings and installation, polyethylene wrap, installing temporary pavement patch or concrete repair, and other appurtenance installation as required.

43. Domestic Service Tap at Main

- a. Domestic Service Tap at Main shall consist of all labor, materials, tools, and equipment required to perform the service tap at the existing water main. This bid item includes, but is not limited to, coordination of delivery, storage and inspection

of materials, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, protection of existing utilities, foundation preparation, dewatering, bedding per specification, backfill per specification, compaction testing, furnishing and installing all service lines, coupling (reducer if applicable), service taps, corp stops, and locator wires; abandonment of service connections to existing mains, laying and jointing pipe, pipe bedding, trench backfill and compaction; temporary asphalt pavement restoration according to future paving limit, and clean-up, as shown on the plans and as specified, complete and in place.

44. 6" Hot Tap Assembly (EA)

- a. This bid item shall consist of furnishing all labor, materials, tools, and equipment required to complete all hot tap assemblies per plans and specifications. This bid item includes, but is not limited to, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, foundation preparation, dewatering, bedding, backfill, gate valve and installation, adapters, line location tape and wire installation, leakage testing, joint restraint installation, valve box installation, concrete collars, thrust blocks, fitting installation, temporary pavement patch, and other appurtenances as required to provide the item, as shown on the plans and as specified, complete and in place.
- b. Contractor (or subcontractor) will perform the tap of the existing water main.

45. Fire Department Connection Assembly (FDC) & Post Indicator Valve (PIV) (EA)

- a. Fire Department Connection (FDC) consists of furnishing all labor, materials, tools, and equipment required to construct the new fire department connection, check valve, lateral, and post indicator valve complete and in place. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, trench excavation, shoring and sheeting, protection of existing utilities, foundation preparation, dewatering, bedding per specification, backfill per specification, compaction testing per specification, restrained ductile iron pipe, furnishing and installing the FDC, check valve and vault, and post indicator valve assembly, final adjustment to FDC placement, testing, line location tape and wire placement, leakage testing, joint restraints installation, riser pipe, thrust blocks, pipe, ductile iron fittings and elbows and installation, and other appurtenance installation as required to provide the item, as shown on the plans and as specified, complete and in place. All improvements from the tee at the fire service to the FDC.

46. Fire Hydrant Assemblies (EA)

- a. Fire Hydrant Assemblies consist of furnishing all labor, materials, tools, and equipment required to provide and install the new fire hydrant assemblies complete and in place. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, protection of existing utilities,

foundation preparation, dewatering, bedding per specification, backfill per specification, compaction testing per specification, ductile iron hydrant laterals, polyethylene wrap, hydrant installation, final adjustment to fire hydrant placement, testing, line location tape and wire placement, leakage testing, joint restraints installation, thrust blocks, ductile iron fittings and installation, install temporary pavement patch or concrete repair, and other appurtenance installation as required to provide the item, as shown on the plans and as specified, complete and in place.

- b. This bid item shall also consist of furnishing all labor, materials, tools, and equipment required to complete all hot tap assemblies per plans and specifications. This bid item includes, but is not limited to, saw cutting and asphalt removal and disposal, trench excavation, shoring and sheeting, foundation preparation, dewatering, bedding, backfill, gate valve and installation, adapters, line location tape and wire installation, leakage testing, joint restraint installation, valve box installation, concrete collars, thrust blocks, fitting installation, temporary pavement patch, and other appurtenances as required to provide the item, as shown on the plans and as specified, complete and in place.

47. 2" Meter, Backflow Preventer, & Hot Box (EA)

- a. 2" Meter, Backflow Preventer, & Hot Box consists of all labor, materials, tools, and equipment required to construct the new domestic water service meter and reduced pressure principle assembly (backflow preventer) per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage and inspection of materials, enclosure/trench excavation, shoring and sheeting, protection of existing utilities, foundation preparation, dewatering, trench/enclosure bedding, trench/enclosure backfill, compaction and testing, furnishing and installing the meter, reduced pressure principle assembly, enclosures, concrete pads, thrust blocks, sealant, valves, and other appurtenances as required, couplings, locator wires, laying and jointing pipe, pipe bedding, connection to electrical service, required testing, and clean-up, as shown on the plans and as specified, complete and in place.

48. 6" DCDA & Vault

- a. 6" DCDA & Vault consists of all labor, materials, tools, and equipment required to construct the below grade double check detector assembly (DCDA) per plans and specifications. This bid item includes, but is not limited to, coordination of delivery, storage, and inspection of materials, excavation, shoring and sheeting, protection of existing utilities, furnishing and installing drain rock, vault, lid, DCDA, and other appurtenances as required, surface grading, required testing, and clean-up.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	5/20/2024
#2	6/11/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
- Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

K7 Construction, Inc.

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name:

David J. Knaub

(typed or printed)

Title:

President / Owner

(typed or printed)

Date:

02/13/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]

(individual's signature)

Name:

Franci Alene Reifers

(typed or printed)

Title:

Notary Public / Bookkeeper

(typed or printed)

Date:

02/13/2024

(typed or printed)

Address for giving notices:

5985 Home Gardens Dr. Ste D
Reno NV 89502

Bidder's Contact:

Name:

David J. Knaub

(typed or printed)

Title:

President

(typed or printed)

Phone:

775-745-9419

Email:

David.knaub@k7c.com

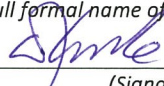
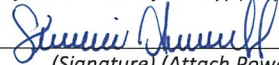

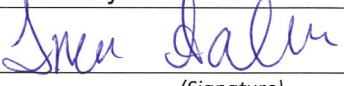
Address:

5985 Home Gardens Drive Ste D
Reno NV 89502

Bidder's Contractor License No.: (if applicable)

0046894

BID BOND (PENAL SUM FORM)

Bidder Name: K7 Construction, Inc. Address (principal place of business): 5985 Home Gardens Dr., Suite D Reno, NV 89502	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): 11090 White Rock Rd., Suite 100 Rancho Cordova, CA 95670
Owner Name: Storey County Address (principal place of business): 26 South B Street PO Box 176 Virginia City, NV 89440	Bid Project (name and location): Lockwood Senior Center Bid Due Date: June 12th, 2024
Bond Penal Sum: Five Percent (5%) of the Total Amount of the Bid Date of Bond: May 16th, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder K7 Construction, Inc. <small>(Full formal name of Bidder)</small>	Surety Travelers and Surety Company of America <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>David J Knauer</u> <small>(Printed or typed)</small>	Name: <u>Stephanie Agapoff</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Franci Alene Reifers</u> <small>(Printed or typed)</small>	Name: <u>Tina Salas</u> <small>(Printed or typed)</small>
Title: <u>Notary Public</u>	Title: <u>Notary Public</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 05/10/24 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		K7 Construction, Inc.	
Corporate Office		5985 Home Gardens Dr. Ste D Reno, NV 89502	
Name:	David J. Knaub	Phone number:	775-745-9419
Title:	President	Email address:	David.Knaub@K7c.com
Business address of corporate office:		5985 Home Garden Pr.	
		Suite D	
		Reno, NV 89502	
Local Office			
Name:	Same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1998	State in which Business was formed:	NV
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	NA	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	NA	Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:	Nevada State Contractor License		
Licensing Agency:	State of Nevada		
License No:	0046894	Expiration Date:	04/30/2026
Name of License:	Nevada State Business		
Licensing Agency:	State of Nevada		
License No:	NV19981154217	Expiration Date:	02/28/2025

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Mary Dal Porto	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:		Travelers Casualty and Surety Company of America	
Surety is a corporation organized and existing under the laws of the state of:		California	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	11090 White Rock Rd Ste 100 Rancho Cordova, CA 95670		
Physical Address (principal place of business):	Same as above		
Phone (main):	1800-421-3880	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
LP Insurance	GL, WC, Auto, Umbrella
LP Insurance	Lease/Rented Equipment
Are providers licensed or authorized to issue policies in the Project location?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	300 E 2nd St. Ste 1300 Reno, NV 89501
Physical Address (principal place of business):	Same as above
Phone (main):	775-336-0828
Phone (claims):	775-336-0828

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	20
Estimate of revenue for the current year:	25,000,000
Estimate of revenue for the previous year:	34,903,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 20	
As a general contractor: 20	As a joint venturer: NA
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

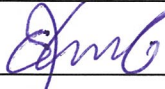
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- ~~D. Financial statements as required by Paragraph 5.01.~~

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. List of Subcontractors and suppliers
- J. Preferential Bidder Certification
- K. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: K7 Construction, Inc.
(typed or printed name of organization)

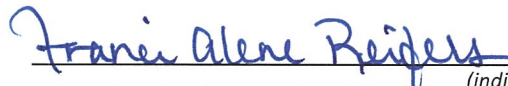
By: 
(individual's signature)

Name: David J. Knaub
(typed or printed)

Title: President
(typed or printed)

Date: 06/13/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Franci Alene Reifers
(typed or printed)

Title: Notary Public / Bookkeeper
(typed or printed)

Address for giving notices:
5985 Home Gardens Dr. Ste D
Reno, NV 89502

Designated Representative:
Name: David J. Knaub
(typed or printed)

Title: President
(typed or printed)

Address: 5985 Home Gardens Dr. Ste D
Reno, NV 89502

Phone: 775-826-8872

Email: David.Knaub@K7C.com

Schedule A—Current Projects

Name of Organization	K7 Construction, Inc.			Project Name	Little Flower School Expansion
Project Owner	St. Therese of Little Flower			Date Project	03/2023 - 08/2024
General Description of Project	21,000 SQFT Expansion of existing school			Safety Manager	Quality Control Manager
Project Cost	9,710,641.75				
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	David Knave	David Boyle		Mary Dalporto	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mike Quilici	Chief Dev. Officer	Diocese of Reno	775-326-9143	
Designer	Mercedes DelaGuzza	Architect		775-323-6042	
Construction Manager					

Project Owner	State of Nevada			Project Name	Aircraft Storage Hangar
General Description of Project	110,000 SQFT Metal Bldg.			Date Project	
Project Cost	6,935,241.00				
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Sean Brazell	John Crabtree		Mary Dalporto	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marc Burgess	Project Manager	State Public Works	775-684-1127	
Designer	Mark Johnson	Architect	HPK Architect	775-200-4685	
Construction Manager					

Project Owner	City of Sparks			Project Name	Sparks Fire Station #40
General Description of Project	Construct new 14,000 SQFT fire station			Date Project	05/2024 - 09/2025
Project Cost	9,304,116.00				
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Sean Brazell	Tolan Cooley		Mary Dalporto	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Murat Kurt	HS Principal	Coral Academy	775-829-4101	
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization		K7 Construction, Inc.	
Project Owner		William Ridge Technology Park	
General Description of Project		1199 MARK Circle .50K Bldg.	
Project Cost		Construct new 66,000 sqft concrete tilt up bldg.	
Key Project Personnel		5,892,195.00	
Name		TOVAN COOLEY	
Project Manager		Safety Manager	
Project Superintendent		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		MANY DAL PORTO	
Name		Telephone	
Title/Position		Email	
Owner		775-720-8776	
Designer		775-742-6724	
Construction Manager			

Project Owner		Fallon Youth Center	
General Description of Project		Construct new 15,000 sqft metal Bldg.	
Project Cost		5,362,203.15	
Key Project Personnel		complete May 2020	
Name		Safety Manager	
Project Manager		Quality Control Manager	
Project Superintendent		MANY DAL PORTO	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Telephone	
Title/Position		Email	
Owner		775-277-8990	
Designer			
Construction Manager			

Project Owner		Coral Academy Gymnasium	
General Description of Project		Construct new 11,000 sqft cmu/metal bldg for new school gymnasium	
Project Cost		3,304,237.38	
Key Project Personnel		Complete January 2024	
Name		Safety Manager	
Project Manager		Quality Control Manager	
Project Superintendent			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Telephone	
Title/Position		Email	
Owner		775-829-4601	
Designer			
Construction Manager			

Schedule C—Key Individuals

Project Manager			
Name of individual		Sean Brazell	
Years of experience as project manager		30 years	
Years of experience with this organization		6 years	
Number of similar projects as project manager		7 Jobs	
Number of similar projects in other positions		10 Jobs	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Aircraft Hangar		30	11/2024
Sparks Fire Station		40	01/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		David Boyle	
Years of experience as project superintendent		47 years	
Years of experience with this organization		20 years	
Number of similar projects as project superintendent		10 project	
Number of similar projects in other positions		NA	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Little Flower School Expansion		100%	Aug 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Same as superintendent	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		NA	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

This represents both 1% & 5% subcontractors

The Bidder's attention is directed to Article 11 of the Instructions for Bidders regarding requirements for listing subcontractors. The Bidder will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and value of subcontractor's work that exceeds **five (5%) percent & one (1%) percent** of the total bid amount and will state the firm name, license number, principal location of the mill, shop, or office, and contact information of each. **Prime contractor shall list all work to be self-performed.**

List of Subcontractors & Suppliers

Division Of Work Or Trade	Firm Or Contractor	License Number	Location Of Mill Or Office	Phone/Fax
Post management supervision Gen. Labor Demo	K7 Construction Inc	0046894	RENO, NV	775-826-8872
Site Work	TABURUS ^{CONSTR}	84821	SPARKS, NV	775-657-9697
Landscaping				
Concrete	Valley Concrete	8697A	SPARKS, NV	775-329-0656
Masonry				
Structural Steel	MANTIAN Iron	14611	RENO, NV	775-329-0631
Roofing				
Overhead doors				
Aluminum storefront				
metal stud/drywall				
Ceramic tile				
Resilient Floors				
Plumbing				
HVAC				
Electrical	UNION Electric	23673	Minden, NV	775-782-4303

The Bidder's attention is directed to Article 11 of the Instructions for Bidders regarding requirements for listing subcontractors. The Bidder will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and value of subcontractor's work that exceeds **five (5%) percent & one (1%) percent** of the total bid amount and will state the firm name, license number, principal location of the mill, shop, or office, and contact information of each. **Prime contractor shall list all work to be self-performed.**

List of Subcontractors & Suppliers

Division Of Work Or Trade	Firm Or Contractor	License Number	Location Of Mill Or Office	Phone/Fax

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

DK

Copy of Certificate of Eligibility to receive a preference in bidding is attached.

(Initial or check if applies)

[Signature]

Signature

President

Title

Subscribed and sworn to this 10th day of June, 2024.





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

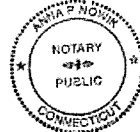
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

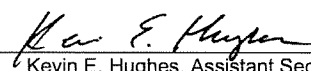
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **May**, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES OF INCORPORATION
(PURSUANT TO NRS 78)
STATE OF NEVADA
Secretary of State

Receipt #:

FEB 26 1998

(For filing office use)

No. C4005-98

(For filing office use)

DEAN HELLER, SECRETARY OF STATE

IMPORTANT: Read instructions on reverse side before completing this form.

NAME OF CORPORATION: K7 CONSTRUCTION, INC. TYPE OR PRINT (BLACK INK ONLY)

RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: DAVID J. KNAUB

Street Address: 181 Bret Harte Ave.

Street No.

Street Name

RENO

NV

89509

City

Zip

SHARES: (number of shares the corporation is authorized to issue)

Number of shares with par value: 10,000

Par value: \$1.00

Number of shares without par value: 0

GOVERNING BOARD: shall be styled as (check one): X Directors Trustees

The FIRST BOARD OF DIRECTORS shall consist of 1 members and the names and addresses are as follows (attach additional pages if necessary):

DAVID J. KNAUB

Name

181 Bret Harte Ave.

Address

RENO, NV 89509

City/State/Zip

N/A

Name

N/A

Address

City/State/Zip

PURPOSE (optional— see reverse side): The purpose of the corporation shall be:

CONSTRUCTION / DEVELOPMENT (BUILDING CONSTRUCTION)

OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached 0

SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (Signatures must be notarized. Attach additional pages if there are more than two incorporators.)

DAVID J. KNAUB

Name (print)

181 Bret Harte Ave.

Address

RENO, NV 89509

City/State/Zip

David J. Knaub

Signature

State of NEVADA County of WASHOE

Name (print)

Address

City/State/Zip

Signature

State of County of

This instrument was acknowledged before me on

February 25, 1998, by

Robert E. Danowski

Name of Person

incorporator

(name of party on behalf of whom instrument was executed)

Robert E. Danowski



ROBERT E. DANOWSKI

Notary Public - State of Nevada

Appointment Recorded in Washoe County

No. 97-1002-2 Expires April 10, 2001

CERTIFICATE OF APPOINTMENT OF RESIDENT AGENT

DAVID J. KNAUB

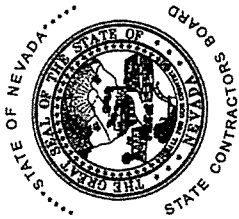
David J. Knaub

Signature of Resident Agent

hereby accept appointment as Resident Agent for the above named corporation.

2/25/98

Date



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-03-04-17-0248**

K 7 CONSTRUCTION INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0046894** ORIGINAL ISSUE DATE: **04/15/1998** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2024** AND EXPIRES ON **APRIL 30, 2025**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



[Signature] **4.1.2024**
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

K 7 CONSTRUCTION INC

Licensed since April 15, 1998

License No. **0046894**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

DAVID KNAUB, President, QI

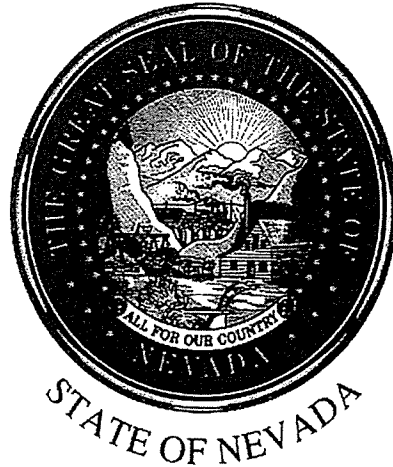
B General Building

LIMIT: Unlimited
EXPIRES: 04/30/2026


Chair, Nevada State Contractors Board



SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

K7 CONSTRUCTION, INC.

Nevada Business Identification # NV19981154217

Expiration Date: 02/28/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/13/2024.

FVAguilar

Certificate Number: B202401134264662

You may verify this certificate
online at <http://www.nvsos.gov>

FRANCISCO V. AGUILAR
Secretary of State

Joe Lombardo
Governor



Jack Robb
Director

Matthew Tuma
Deputy Director

Kent A. LeFevre
Administrator

Carson City Office:
515 East Musser Street, Suite 102
Carson City, Nevada 89701
Phone: (775) 684-4141

Buildings & Grounds Section
Phone: (775) 684-1800

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

Las Vegas Office:
2300 McLeod Street
Las Vegas, Nevada 89104
Phone: (702) 486-5115

Buildings & Grounds Section
Phone: (702) 486-4300

March 28, 2023

K7 Construction, Inc.
Attn: Mr. David J. Knaub
P O Box 17425
Reno, NV 89511

RE: Qualification results

Dear Mr. Knaub:

On **March 28, 2023** the State Public Works Board qualified **K7 Construction, Inc.** to bid public works construction projects up to **\$25,000,000** using the State of Nevada license number **46894** license classification **B – General Building**.

This qualification to bid is valid through **March 27, 2025**. The results of the Qualification will be posted on our web site www.publicworks.nv.gov the "bid" drop down menu at the top of the home page / List of Qualified bidders.


Please contact this office at (775) 684-4141, if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "KAL", with several horizontal lines extending to the right.

Kent A LeFevre
Public Works Administrator

KAL/kp
cc: file

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 30 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Second reading of Bill No. 142, Ordinance No. 24-330, amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision. This item was continued at the 07/02/24 board meeting.
- **Recommended motion:** I (commissioner) motion to approve Second Reading amending Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.
- **Prepared by:** Austin Osborne for DDA Brian Brown

Department: County Manager

Contact Number: 7758470964

- **Staff Summary:** This ordinance amends Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision. • • Currently, Storey County Code 8.01.070 requires that appeals from the final decision of the hearing officer be heard by the Board of County Commissioners. The recommended change to the Storey County Code removes the requirement that appeals be heard by the Board of County Commissioners and allows for either the individual or the county to file a petition for Judicial Review in District Court. • • Staff believes that the change will provide a more efficient and cost-effective appeal process in nuisance cases.
- **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

Bill No. 142

Ordinance No.24-330

Summary

An ordinance amending provisions of Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.

Title

An ordinance amending provisions of Storey County Code Title 8 - Health and Safety, Chapter 8.01 Nuisances to allow appeals of a final decision of the hearing officer to proceed under a process for Judicial Review in district court after the final Hearing Officer decision.

Chapter 8.01 – NUISANCES

8.01.010 - Declaration of nuisances.

In order to protect the public health, safety and welfare of the residents of the county from public nuisances, the board of county commissioners or its designee may order the owner of real property within the county to:

- A. Repair, safeguard, or eliminate any dangerous structure or condition.
- B. Clear debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS chapter 459 Hazardous Materials.
- C. Clear weeds and noxious plant growth.
- D. Abate any condition or use that is declared a nuisance in this code.
- E. Repair, clear, correct rectify, safeguard or eliminate any other public nuisance to protect the public health, safety and welfare of the residents of the county.

As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the any ordinance of this county, the violation of which is declared to be a public nuisance in the ordinance violated and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such actions.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.020 - Definitions.

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

"Authorized inspector (inspector)" means the person designated or authorized by this section to enforce the provisions of the code dealing with nuisances.

- A. The building official or his or her designee is the authorized inspector for public nuisances regulated by [Title 15](#), Buildings and Construction, [chapter 15.20](#), Flood damage prevention and [Title 13](#), Public Services when involving dangerous structures. The building official must use the Code for Abatement of Dangerous Buildings to abate structures that are public nuisances.
- B. The fire district chief or his or her designee is the authorized inspector for public nuisances regulated by the International Fire Code as amended.
- C. The planning director or his or her designee is the authorized inspector for public nuisances regulated by Titles 8, Health and Safety and 17, Zoning.
- D. The sheriff or his or her designee is the authorized inspector for public nuisances regulated by [Title 6](#), Animals.
- E. The public works director or his or her designee is the authorized inspector for public nuisances regulated by [Title 13](#), Public Services.
- F. Any person designated as an authorized inspector may refer a complaint received by that person, which may be more appropriately handled by another inspector, to the county manager or his or her designee to be reassigned to an appropriate authorized inspector.

"Dangerous structure or condition" means a structure or condition that may cause injury to or endanger the health, life, property or safety of the general public or the occupants, if any, of the property on which the structure or condition is located. It includes any violation of any building, electrical, housing, plumbing or safety code or the violation of an ordinance regulating public health, welfare or safety which violation is designated a public nuisance in such ordinances.

"Hearing officer" means a person designated by the board of county commissioners to hear matters that are declared nuisances under this code or to determine the propriety or amount of civil penalties. The hearing officer may not be a county employee. The board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer and if the board does, the hearing should be alternated equally between the hearing officers by the clerk depending on their availability. The board may by resolution set the compensation for the hearing officer.

"Occupant" means a legal entity that through the rights of ownership, rental, or residence has the use and enjoyment of the subject real property for residential or commercial purposes.

"Owner" means the legal entity listed as the current owner as recorded in the official records of the Storey County Recorder's office.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.030 - Notice of nuisance.

When the county's authorized inspector receives a written and signed complaint about the existence of a condition which is declared to be a public nuisance by any provision of this code on property within the county, or if the inspector observes a public nuisance, the inspector must personally deliver to the property owner, or send to the owner of the property at the mailing address provided by the owner in the real property records of the county, a notice of the existence of the conditions along with an order to abate the nuisance. If sent by mail, the notice must be sent by certified mail, return receipt requested.

The notice of nuisance must inform the owner of the following:

- A. The street address, parcel number, or legal description sufficient to identify the property.
- B. A description and pictures if available of the offending condition or conditions.
- C. A statement of the action required to abate the nuisance and the date by which the abatement must be completed.
- D. A statement informing the owner that he may be subject to civil or criminal penalties or both for each day the nuisance is not abated after the date specified in the notice for completing the abatement has passed.
- E. A statement that the owner has a right to request a hearing before the hearing officer and the right to an appeal of the hearing officer's decision to the board of county commissioners.

The authorized inspector may alternatively refer the notice of nuisance to the district attorney. The district attorney may commence a civil action to abate, remove and enjoin the violation as a public nuisance or commence a criminal action in the manner provided by law. If a civil or criminal matter is filed in court the procedure in this chapter no longer applies. (Ord. No. 15-267, § I, 3-15-2016)

8.01.040 - Voluntary abatement.

Upon service of the written notice of nuisance, the owner of the property on which the offending conditions exist has until the date set out in the notice of nuisance to abate the nuisance unless the inspector grants an extension of time in writing. If the nuisance has been abated, the owner may request an inspection to verify the condition of the property. If the applicable time limit in the notice has expired, the inspector must re-inspect the property. If the nuisance has been abated, no further enforcement action may be taken. If the nuisance has not been abated by the date set forth in the notice of nuisance and no hearing or appeal has been requested, the inspector may refer the matter to the district attorney's office for enforcement.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.050 - Time limit for abatement.

- A. The owner has thirty calendar days from the date of personal service of the notice of nuisance or from the deposit for mailing of the notice of nuisance to

abate a nuisance. The [authorized](#) inspector may extend the time for abatement in writing if the owner has made reasonable progress in complying with the notice. If the condition of the property or structure is causing an immediate danger to the public health, safety or welfare. If there is an immediate danger to the public health, safety or welfare the inspector has discretion to require immediate abatement or abatement in a time period of less than thirty days.

- B. The date for abatement set forth in the notice is tolled during the time the owner requests a hearing until he receives a decision from the hearing officer and for the time taken to decide an appeal if an appeal from the hearing officer's decision is taken.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.060 - Hearing procedures.

- A. If the owner of the property contests the notice of nuisance, the owner may request a hearing before a hearing officer designated by the board. The hearing must be requested by the owner in writing within ten business days of service of the notice of nuisance and must be delivered to the county clerk. ~~The owner is required to post a deposit, in an amount set by resolution of the board, to cover the cost of the hearing officer and the transcription of the hearing.~~
- B. The county clerk must, within ten business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within thirty days of the date of the receipt of the request for the hearing.
- C. At the hearing the [authorized](#) inspector and the owner of the property must present evidence to prove or disprove the facts set out in the notice of nuisance. The hearing is to be informal and the rules of evidence used in court do not have to be followed. The [authorized](#) inspector may ask for civil penalties to be imposed by the hearing officer taking into account the gravity of the owners conduct. The civil penalties start if the nuisance has not been abated on the date in the notice that the nuisance was to be abated. The hearing officer must determine if there is a nuisance that must be abated and may impose civil penalties or may reduce the amount of the civil penalty in consideration of all relevant circumstances. The hearing officer must issue a written order within five working days of the conclusion of the hearing. If the hearing officer determines there is a nuisance the hearing officer must order the owner to abate the nuisance within ten business days of service of the order or within the number of days remaining in the original notice of nuisance, whichever is longer. ~~If the hearing officer determines there is no nuisance the deposit will be refunded.~~
- D. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the

county clerk. [The decision of the hearing officer is the final administrative decision.](#)

(Ord. No. 15-267, § I, 3-15-2016)

8.01.070 - Appeal procedures.

- ~~A. If the owner of the property disagrees with the decision of the hearing officer, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within ten working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee set by resolution of the board. The clerk of the board must set the matter for a hearing at the next available meeting of the board. The county clerk must provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with transcribed record along with the evidentiary materials admitted by the hearing officer.~~
- ~~B. At the appeal the board must review the record made in the hearing before the hearing officer to see if there is substantial evidence to support the hearing officer's decision. If the board finds there is substantial evidence and agrees with the decision of the hearing officer that there is a nuisance the board must order the owner to abate the nuisance within ten business days of their decision or within the number of days remaining on the original notice of nuisance, whichever is longer.~~
- A. [Either party that appeared and participated in the appeal in front of the hearing officer, and who was also aggrieved by the final administrative decision is entitled to file a petition for judicial review of the decision.](#)
- B. [Petitions for judicial review must name as respondent the authorized inspector, and all parties of record in the administrative hearing that was heard by the hearing officer, pursuant to SCC 8.01.060. The petition for judicial review is instituted by filing a petition in First Judicial District Court for Storey County Nevada. The petition must be served upon the Storey County District Attorney's Office in Virginia City, Nevada and upon the individual\(s\) and the authorized inspector that appeared as parties at the appeal hearing. The petition must be filed within 30 days after the written decision of the hearing is placed in the mail for service on the parties. The petition must be served on all parties within 45 days after the filing of the petition in district in court.](#)
- C. [Any party desiring to participate in the judicial review must file a statement of intent to participate in the petition for judicial review and serve the statement upon every other party within 20 days after service of the petition.](#)
- D. [Within 45 days after the service of the petition for judicial review, the county clerk shall transmit to the court the original or a certified copy of the transcript of the hearing and a certified copy of the complete record of the hearing.](#)
- E. [The petitioner shall file a memorandum of points and authorities in support of the petition within 40 days after the filing of the transcript and record of the hearing with](#)

the court. The respondent shall file an opposition memorandum of points and authorities within 30 days after the filing of the petitioner's memorandum of points and authorities. The petitioner may file a reply memorandum of points and authorities in support of the petition within 30 days after the filing of the opposition memorandum of points and authorities. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

- F. The hearing on the petition for judicial review must be conducted by the court without a jury and is confined to the record that was before the hearing officer. The final decision of the agency shall be deemed reasonable and lawful until reversed or set aside in whole or in part by the court. The burden of proof is on the party attacking or resisting the decision to show that the final decision is invalid. The court shall not substitute its judgment for that of the hearing officer as to the weight of evidence on a question of fact. The court may remand or affirm the final decision or set it aside in whole or in part if substantial rights of the petitioner have been prejudiced because the final decision of the hearing officer is:

- a. In violation of constitutional or statutory provisions;
- b. In excess of the statutory authority of the agency;
- c. Made upon unlawful procedure;
- d. Affected by other error of law;
- e. Clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or
- f. Arbitrary or capricious or characterized by abuse of discretion.

As used in this section, "substantial evidence" means evidence which a reasonable mind might accept as adequate to support a conclusion.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.080 - Abatement by the county and recovery of costs.

- A. The county may abate a nuisance that has been determined under this chapter at any time ten days after the authorized inspector personally delivers to the property owner or sends the owner of the property written notice of the estimated costs to abate the nuisance and any accrued civil penalties, to the address provided by the owner in the real property records of the county, by certified mail, return receipt requested.
- B. The county may recover from the owner of the property on which a nuisance exists, the amount expended to abate a nuisance, if the owner has not abated the nuisance within the time required by the notice of nuisance, or after a hearing where the owner did not prevail and the owner has not filed an appeal within the time specified, or the board has denied an appeal and the owner has failed to abate the nuisance in the time specified.

- C. The county, in addition to filing a civil suit or any other legal means, may make the nuisance abatement expense a special assessment against the property with the nuisance and may collect the special assessment according to state law.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.090 - Summary abatement.

The county may secure or summarily abate a dangerous structure or condition that the building official, the fire chief, and the sheriff determine in a written document is an imminent danger to the public health, safety and welfare.

- A. Before taking action to secure or summarily abate the nuisance, the owner of the property must be given notice that is hand delivered to the owner of the property or sent pre-paid by United States mail or posted on the property. The notice must state that the owner may challenge the action to secure or summarily abate the structure or condition and must provide a telephone number and an address where the owner may obtain additional information about abating the nuisance.
- B. If the imminent danger will occur before the notice and an opportunity to challenge the action can be provided, the county may summarily abate the structure or condition to the extent necessary to remove the imminent danger.
- C. The owner of the property must be given written notice of the abatement after its completion. The notice must state that the owner may seek judicial review and contain a telephone number and an address where the owner may obtain additional information about abating the nuisance.

(Ord. No. 15-267, § I, 3-15-2016)

- **8.01.100 - Civil penalty, appeal.**

- A. An owner of property that fails to abate a nuisance by the date specified in the notice of nuisance or as subsequently ordered by the hearing officer or the board, may be assessed a civil penalty by the hearing officer one hundred dollars per day for each day the nuisance continues beyond the date specified in the notice or set by the hearing officer, whichever is later. The cumulative civil penalties may not exceed three times the actual cost to abate, or, if the county elects not to abate the nuisance, three times the estimated cost to abate the nuisance as set forth in the estimate provided to the owner of the property pursuant to [section 8.01.080\(A\)](#) or five thousand dollars, whichever is greater.
- B. Appeal.
 - 1. If the owner of the property disagrees with the decision of the hearing officer to impose civil penalties, the owner may [file a petition for judicial review as outlined in SCC 8. 8.01.070 - Appeal Procedures](#). ~~appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within ten working days of the service~~

~~of the hearing officer's order, with the clerk of the board and payment of a filing fee of one hundred dollars. The clerk of the board shall set the matter for a hearing at the next available meeting of the board. The county clerk shall provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with the transcribed record along with copies of the evidentiary materials admitted by the hearing officer.~~

~~2. At the appeal the board must review the record made in the hearing before the hearing officer to see if the decision of the hearing officer is arbitrary or capricious.~~

- C. Collection of civil penalties. If the decision of the hearing officer is not appealed and he determined that civil penalties in any amount were appropriate or if the board upheld a decision of the hearing officer that civil penalties in any amount were appropriate, the civil penalties must be collected as allowed by state law.

A decision by the county to enforce civil penalties does not limit or prohibit the prosecution of the owner for a nuisance violation by criminal complaint.

(Ord. No. 15-267, § I, 3-15-2016)

8.01.110 - Criminal penalty.

In addition to any other civil remedies set forth in this chapter, the owner, occupant or agent of any lot or premises within the county who permits or allows the existence of a public nuisance as defined in this code, upon any lot or premises owned, occupied or controlled by them, or who violates any provisions of this chapter is guilty of a misdemeanor. Each day of any violation constitutes a separate offense.

(Ord. No. 15-267, § I, 3-15-2016)



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible authorization for the County Manager to sign and approve a contract from July 16 through December 31, 2024, between Storey County and Sam Shad Productions producing and airing with Nevada Newsmakers a series of television commercials, website banners and links, audio and video podcasts and YouTube clips, and social media outreach program for a total cost of \$100,000 as specified in the attached draft contract and scope of work, with an audience focus toward Nevada legislative officials and state, county, and local leadership.
- **Recommended motion:** I (commissioner) authorize the County Manager to sign and approve a contract from July 16 through December 31, 2024, between Storey County and Sam Shad Productions producing and airing with Nevada Newsmakers a series of television commercials, website banners and links, audio and video podcasts and Youtube clips, and social media outreach program for a total cost of \$100,000 as specified in the attached draft contract and scope of work, with an audience focus toward Nevada legislative officials and state, county, and local leadership.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** Veteran broadcaster Sam Shad is the host of Nevada Newsmakers, the state's premier news and political program. Sam has been covering Nevada politics on radio, television and online (as well as via podcasts) for the past 27 years.
- Sam Shad has over 20 years of experience promoting and working with Storey County and the Tahoe-Reno Industrial Center, and his production program is well-suited to educating state legislators and other area leaders of the needs of Storey County, how the county relates to the northern Nevada region, and how it may be affected by certain proposed bills and other actions of the legislature. The television ads shown in the attached scope of work will run around the time of airing of Nevada Newsmakers which coincides with working hours of state legislators.
- **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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

STOREY COUNTY
FOR AND ON BEHALF OF STOREYCOUNTY
(COUNTY)

AND

SAM SHAD, OBA SAM SHAD PRODUCTIONS
(CONTRACTOR)

WHEREAS, Storey County (hereinafter County), a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Sam Shad OBA Sam Shad Productions. (hereinafter Contractor) herein specified are both necessary and desirable and in the best interests of County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services as described in the attached Scope of Work;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** This contract shall be effective the ____16____ day of ____July____ 2024, through the ____31st____ day of ____December____ 2024.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor, its associates and employees shall have the status of an independent contractor. As an independent contractor, Contractor is not a Storey County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. **RIGHTS.** Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials

used to provide the services required by this Agreement.

e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein.

g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

i. Contractor is licensed by the State of Nevada or other political subdivision to provide similar services to other clients/customers.

j. Contractor understands that it is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

4. INDUSTRIAL INSURANCE.

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract.

5. GENERAL LIABILITY INSURANCE. Contractor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00).

6. SERVICES To BE PERFORMED. The parties agree that the services to be performed are as set forth in the Scope of Work attached hereto as Exhibit A.

7. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Attachment A for a total amount of \$100,000.00. The Contractor will submit invoices to the County in the month of July 2024, for \$50,000.00 and in the month of September 2024, for \$50,000.00. Payments by the County shall be made within 30 days of receipt of each invoice. Contractor shall be responsible for all other expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; airtime costs; automobile and other travel expenses; and insurance premiums.

8. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit invoices for work performed to the date notice was given.

9. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of

senior/retired judges, with both parties to pay their own attorney fees. If the parties cannot agree on an arbiter, then the party defending the controversy shall make the ultimate decision on the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this contract.

14. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity.

15. Confidentiality. CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by CONTRACTOR to the extent that such information is confidential by law or otherwise required by this Contract.

16. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees. The County agrees to indemnify and save and hold the Contractor, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by County or County's agents or employees.

17. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

18. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing

by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Storey County
P.O. Box 176
Virginia City, Nevada 89440
(775) 847-0968
Fax: (775)847-0949

FOR CONTRACTOR:

Sam Shad Productions
P. O. Box 10853
Reno, Nevada 89510

19. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the attached Exhibit A.

20. SEVERABILITY. 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 and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

21. No APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Storey County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

22. AUTHORIZATION TO SIGN. Both parties represent that the persons signing this agreement are duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

STOREY COUNTY

By: Austin Osborne,
Storey County Manager

Date

Sam Shad dba Sam Shad Productions

By: _____

Date

Print Name: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

Contractor Shall:

1. In consultation with County and its lobbyists, 1,040 commercials per annum, including bonuses, as approved by the County of thirty to sixty seconds in length, or potentially up to two minutes in length, shall be aired and published per this scope of work.
2. The commercials pursuant to Subsection 1 above will be published on the *Nevada Newsmakers* television programs statewide, and the *Nevada Newsmakers* website, audio and video webcasts, podcasts, and YouTube channel.

Four packages a week will be aired through December 31, 2024.

3. A banner will be provided by Storey County or an existing banner provided earlier, meeting the size and dimension requirements of the Contractor, will be displayed on the *Nevada Newsmakers* website. The banner will also serve as a hyperlink to the Storey County webpage featuring related materials. The County will be responsible for maintaining its webpage and related content.
4. The commercials, advertisements, and banner described in this scope of work will be published as described from the beginning of this contract through December 31, 2024.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 7/16/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 45 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval directing county staff and lobbyists to prepare a legislative bill addressing a local jurisdiction's authority and ability to be noticed, comment on, participate in, negotiate terms, and to determine the outcome of Governor's Office of Economic Development (GOED) applications involving \$3.5B and \$1.0B tax abatement categories under Senate Bill 1 (2014 session), and matters involving assessor appraisals, taxation, and auditing of taxes for other State GOED tax abatement category applications, and other properly relate matters.
- **Recommended motion:** I (commissioner) motion to direct county staff and lobbyists as follows _____ in preparing a legislative bill addressing a local jurisdiction's authority and ability to be noticed, comment on, participate in, negotiate terms, and to determine the outcome of Governor's Office of Economic Development (GOED) applications involving \$3.5B and \$1.0B tax abatement categories under Senate Bill 1 (2014 session), and matters involving assessor appraisals, taxation, and auditing of taxes for other State GOED tax abatement category applications, and other properly relate matters.

- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** Request direction from the board on drafting a legislative bill enabling affected counties and local jurisdictions a greater level of participation and influence over certain tax abatement application proposals at the Nevada GOED office.
- **Supporting Materials:** No 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

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Annual presentation of Storey County Strategic Plan goals, strategies, and tactics, and possible direction to county regarding upcoming elements of the plan.
- **Recommended motion:** I (commissioner) motion to propose the following suggestions regarding the Storey County Strategic Plan.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** This is an annual presentation of the status of strategic plan goals, strategies, and tactics, and a discussion about what elements of the plan may apply to the current and next fiscal year. The plan is expected to be updated with the board and the public in or about September 2024.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

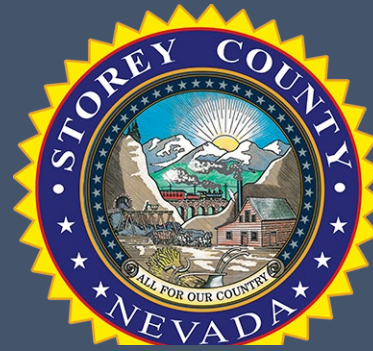
Department Name: _____

_____ 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



Storey County Strategic Plan

FY24 Annual Update

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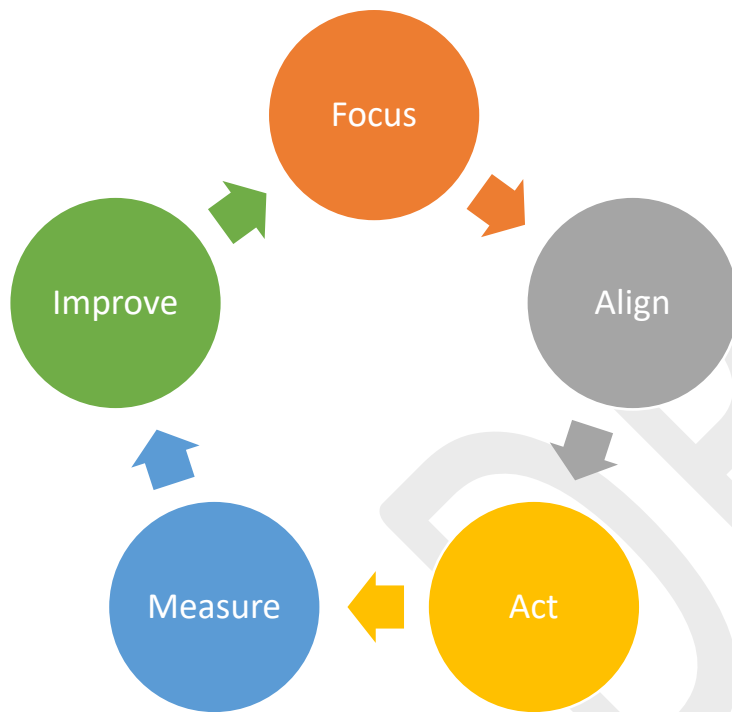
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DRAFT

Introduction

This Strategic Plan provides a road map for the future of Storey County. The Board of County Commissioners has identified goals important to the County - its residents, businesses, and visitors – and identified actions required to achieve these goals.

This is a living document. The goals set in this plan reflect what each community determined will enhance their unique quality of life. The goals are not likely to change from year to year, however, conditions around and within each community will change. Storey County government must be ready to adapt to take advantage of opportunities as they develop and make quick adjustments to address future threats on the horizon. Storey County's strategic planning process involves 5 key components:



- Focus Establish goals that support the long-term success of Storey County and the communities we serve.
- Align Coordinate resources throughout the organization in pursuit of the goals.
- Act Evaluate current conditions and identify tactics and initiatives that support current objectives.
- Measure Develop analytics and other tools that can indicate the impact of our efforts.
- Improve Make changes in tactics and initiatives as necessary to enhance impact to our stated goals.

I. The Planning Process



II. Storey County Strategic Plan – Vision, Mission, Perspectives, and Goals

Vision

Storey County is a place where independence is valued, the rural Nevada lifestyle and rich history is treasured, and businesses, large and small, thrive.

Mission

We strive to provide excellent, efficient, and predictable services; be accessible and transparent; preserve our past and embrace our future; and provide safe and welcoming places for our residents, businesses, and stakeholders.

Perspective		Goal	
1	Support the safety of our communities.	1.1	Keep communities safe from crime.
		1.2	Support and coordinate efforts with the Storey County Fire Protection District.
		1.3	Provide quick response to calls for emergency services.
		1.4	Have plans ready to prepare, respond, and recover from emergencies.
		1.5	Provide safe roadways, pedestrian ways, and drainages.
2		2.1	Create a safe and appealing built environment.

Perspective		Goal
Support the health and resiliency of our communities.	2.2	Support the senior population through nutrition and other programming that creates holistic social and physical well-being.
	2.3	Support organizations and programs that contribute to the health and welfare of the general population.
	2.4	Provide safe and adequate drinking water.
	2.5	Provide for safe and adequate wastewater treatment and waste disposal.
	2.6	Operate recreational facilities for safe and optimum use by the public.
3 Respect and promote the distinct character and heritage of our communities.	3.1	Encourage public participation in setting the future direction of each unique community.
	3.2	Support infrastructure that enhances the character and heritage of our communities.
	3.3	Support historic preservation in the Virginia city and Gold Hill areas.
4 Attract, retain, and grow businesses that will support long-term sustainability.	4.1	Provide an environment that supports and promotes quality business growth and development.
	4.2	Support the tourism development efforts of the Virginia City Tourism Commission.
5	5.1	Encourage public participation in all aspects of governance.

Perspective		Goal	
6	Storey County governance is accessible and transparent.	5.2	Provide accurate and timely information to every community.
	Provide excellent, predictable, and efficient service to all our communities.	6.1	Anticipate, evaluate, and plan for public service needs.
		6.2	Maximize the efficient use of County resources.

KEY

Goal 0.0 Today To understand the current and pending state of the 2024-2025 Storey County Strategic Plan.			
Objective	Strategy	Tactic	Notes
To share FY24 accomplishments, ongoing work, and FY25 anticipated projects.	Enable the BOCC to review the strategic plan with tactical year-end review notations.	Review, receive comments, and note potential updates to the strategic plan fall 2024 update.	Key highlights will be noted here. Colors correspond as follows: The Objective, Strategy, and Tactic are:
			GREEN – Finished or on-schedule.
			BLUE – In progress with anticipated completion in FY25.
			YELLOW – Work to be done or uncertain elements.
			RED – Delayed or not on schedule.

Key Developments 2023-2024 (All Departments*)

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Tesla EDD and Government Services Agreement (\$15 million over 10 years). 2. \$15 million secured and potential federal appropriations. 3. Solid waste successor franchise agreement. 4. Lousetown Road reconstruction. 5. Highlands Community Center. 6. Lockwood and TRI Sheriff's substation. 7. B Street Water Line replacement. 8. Taylor Street and Black & Howel site reconstruction. 9. Courthouse security, safety glass, and deputy sheriff. 10. Justice Court parking lot. 11. IT cloud conversion and increased network security. 12. CC Communications broadband MOU (phase 1). 13. Lockwood Senior Center meals in-house cooking. 14. Lockwood Community Center construction phase 1. 15. School hot meal program. 16. Water Resources Master Plan. 17. Storey County Strategic Plan. 18. Emergency Management plan conformance, networking, and public communications systems. 19. New website (return to Civic-Plus). 20. Federal Lands Act transfer of land to local ownership. 21. Clouded land resolution at Saint Mary's Art Center. 22. Cemetery operating agreement. 23. Cemetery capacity expansion and land survey. 24. Station 71 project interlocal agreement with SCFPD. 25. Capital Improvement Plan alignment with budget. 26. Mark Twain culvert and drainage expansions. | <ol style="list-style-type: none"> 27. NeoGov HR recruitment and management systems. 28. RCG Housing Needs Assessment. 29. 401' small house codes adopted. 30. Budgeted Code Enforcement Officer FY25... 31. Began Master Plan Update (12/31/24 complete). 32. Competitive compensation and health insurance. 33. Vehicle stipend and use policy. 34. VCTC agreement allowing VCTC autonomy and assist. 35. Continued legislative and local leadership work. 36. Maintain permit and plan review targets. 37. Streamlined plan submittal system. 38. Reduced business license fees. 39. Piper's Opera House management RFQ. 40. Began administrative policy overhaul. 41. Began zoning ordinance definitions clarity update. <p style="margin-top: 20px;">*Note: Elected offices have individual strategic plans aligned with their specific statutory obligations. The county strategic plan overlaps as appropriate with the specific planning elements of each statutory office.</p> |
|---|--|

2023 – 2024 Completed Special Projects (All Departments)

Perspective 1 Support the safety of our communities.

Goal 1.1 Keep communities safe from crime.				
Objective		Strategy	Tactic	Notes
Improve awareness and access to information in all county communities.		Include communications related to Sheriff's services and tips for staying safe.	Amended and operated FY24 PR outreach program. Plan changes for FY25.	Actively recruiting in-house public relations officer. The PR plan will be updated with the successful hire.
			Improving coordination with Sheriff's Office with shared PR outreach.	Budgeted for app that enables county and Sheriff's Office to interface with public directly.
Enhance law enforcement presence in each community.		Improve facilities and equipment.	Facilitated and funded SO TRI-Center Substation project, phase 1.	
			Negotiated GSA with Tesla to fund 7 Sheriff's patrol deputies and equipment.	
			The county explored options and federal funding to improve detention facilities. The jail facility will be further evaluated by an FY25 facilities structural and future use analysis by an independent engineer.	Lumos & Associates retained to conduct this analysis.

Goal 1.2 Support and coordinate efforts with the Storey County Fire Protection District				
Objective		Strategy	Tactic	Notes
Update the Storey County Master Plan.		Develop goals and policies that enhance building and fire safety.	The plan is under review and edits are being drafted.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.
Enhance water systems for fire suppression.		Enhance Fire Water Cisterns for the Highlands (Phase 1 of 3).	Planned for FY25 phase 1.	
Share services between county and district to maximize resources.		Update interlocal agreement between the county and the Fire District for shared services.	Interlocal agreement for shared services in progress. The interlocal agreement for Station 71 expansion project is complete.	
			The county team is managing the grant and project for the Fire Station 71 project.	
			An interlocal agreement addressing shared services is being prepared for board consideration.	

Goal 1.3 Provide quick response to calls for emergency services.				
Objective		Strategy	Tactic	Notes
Maintain inter-agency coordination.		Cooperate and meet regularly to share resources and information.	Monthly e-board meetings occur coordinating Fire, Sheriff, EM communications, and IT technology support.	
			County IT resources were applied to administer MBT onboarding and maintenance.	

Goal 1.4		Have plans ready to prepare, respond and recover from emergencies.		
Objective		Strategy	Tactic	Notes
Improve awareness and access to information in all County communities.		Educate the public at community events and in field exercises about emergency preparedness.	Themed social media pushes and apps are being explored for future use.	This is budgeted for FY25.
			Change to Rave was done and will better communicate with stakeholders.	
			Town halls have expanded to include Sheriff, fire, and other officials.	
			Logo-wear, signage, vehicle decals, and other branding is budgeted for FY25.	
			Emergency Management is implementing a 5-year Integrated Preparedness Plan with annually themed trainings and exercises to bolster community emergency preparedness.	
		Establish consistent and uniform emergency/urgent messaging throughout the county.	The county seal, tagline, and colors are better integrated into website and social media.	Changes will be made with new hire Public Relations Officer.
			Developing PIO and communications plan between SO, fire, EM, and other offices.	

Goal 1.4		Have plans ready to prepare, respond and recover from emergencies.		
Objective		Strategy	Tactic	Notes
		Inform the public where to obtain emergency response information during an event.	Emergency management enhancements have been made to county website.	

Goal 1.5		Provide safe roadways, pedestrian ways, and drainages.		
Objective		Strategy	Tactic	Notes
Enhance public outreach about road conditions.		Utilize online resources to provide information to the public.	Snow and road closures are more consistently noticed on county social media. Improvements still being made.	
			A mobile app allowing direct public outreach has been evaluated and is budgeted for in FY25.	
Repair and improve existing county roads.		Update countywide road rehabilitation plan for Fiscal Year 2025.	The county road plan is better aligned with actual road conditions and projected funds.	Evaluating actual vs. anticipated Tesla post-abatement funds FY25 and FY26 for expansion of roads CIP.
		Monitor FY25 revenues and accelerate the road repair schedule if funds allow.	The capital improvement plan for FY25 is updated. The plan needs to be refined for the next three to five years. FY25 revenues will be confirmed before all expenditures.	
		Repair major collector roads identified in road	Lousetown Road reconstruction began (SNC Construction).	August 2024 estimated completion.

Goal 1.5 Provide safe roadways, pedestrian ways, and drainages.				
Objective		Strategy	Tactic	Notes
		rehabilitation plan as needing immediate attention.	Drainage at Peri Ranch Road at the LCC is corrected.	
			Taylor Street Black & Howell washout is repaired.	
			A new traffic signal is being installed at USA and Innovation. County will only maintain light.	
			A traffic signal at Electric Avenue and Milan Drive will be 85% paid by Tesla per negotiated contract.	
Improve drainage infrastructure serving county roads.		Implement the goals and policies of the Storey County Master Plan.	Lockwood Flood Mitigation Study is near complete. Phase 3 implementation is ready for FY25.	
			Mark Twain/ Dayton Valley Area Drainage Master Plan planning continues.	Phase 1 culvert and drainage work has been ongoing. Some improvements are dependent on plan conformance as they impact Lyon County downstream.
			Six Mile Canyon drainage culverts are planned and are budgeted for FY25.	
		Prepare drainage study for County roads and parcels at the TRI-Center.	Only TRI-Center roads meeting county standards were accepted through dedication.	
		Slow down traffic and increase driver	The county and VCTC are working together on solutions.	I Street traffic calming devices are in the FY25 budget.

Goal 1.5 Provide safe roadways, pedestrian ways, and drainages.				
Objective		Strategy	Tactic	Notes
Enhance vehicle and pedestrian safety on county roads.		awareness on I and L Streets.		
		Design a proper vehicle rail crossing at Fairgrounds Road and F Street (Phase 1 of 2, design).	The RR crossing engineering at Fairground Road and F Street is budgeted for FY25.	
		Manage increasing cross traffic at the Milan Drive and Electric Avenue intersection.	Tesla will pay 85% of traffic signal installation at Electric Avenue and Milan Drive per negotiated contract.	
		Prevent semi-tractor-trailers from driving up Six Mile Canyon Road.	Six Mile Canyon Road semi-truck turnaround is engineered and budgeted for construction in FY25. This included cooperation by Storey County, Sheriff's Office, SCFD, and Lyon County.	Project is going to bid now.
		Prevent semi-tractor trailers from driving on Peri Ranch Road at the LCC community.	Limited resources are available to guarantee law enforcement presence at Peri Ranch Road during every closure of I80. Resources were added.	
Improve and expand road construction support facilities.		Facilitate a secure place to store Public Works equipment at project locations.	Fencing and security systems are budgeted for FY25.	

Goal 1.5 Provide safe roadways, pedestrian ways, and drainages.				
Objective		Strategy	Tactic	Notes
		Enhance reliability of vehicle fueling stations.	New fuel tanks are budgeted in FY25.	
Update the Storey County Master Plan.		Review plan to ensure that it aligns with changes to roads and pedestrian ways since 2016.	Master Plan update is occurring.	BOCC adoption consideration before December 31, 2024.
Establish and maintain private-public partnerships.		Coordinate with Chamber of Commerce to implement “Main Streets” program in Virginia City to explore boardwalk resolutions.	The county, VCTC, S.C. Chamber of Commerce, and business community are exploring potential boardwalk maintenance programs under “Main Streets” program.	

Perspective 2 Support the health and resiliency of our communities.

Goal 2.1 Create a safe and appealing built environment.				
Objective		Strategy	Tactic	
Improve awareness and access to information in all county communities.		Provide resources for prospective real estate buyers on zoning, development codes, Storey County Master Plan, and building limitations.	DEVNET system users are updating and aligning data with other data sources. This is an ongoing project.	DEVNET uses are subject to the Assessor's Office directives.
			County website documents were updated.	Website upgrades are ongoing too. The new PR Officer will improve useability and appeal.
		Educate new residents about rural living and challenges unique to Storey County.	FY25 strategic plan facilitates printed and online education materials that will be made part of permit packets.	
			FY25 strategic plan includes website providing resources about mine claims, clouded title, water rights and issues, historic district designation, local zoning and land uses, ZIP Codes, local wildlife and climate, and level of government services.	
Implement the Storey County Master Plan.		Implement and conform to the policies of the Storey County Master Plan for each community.	Permitting and development has remained aligned with the master plan.	
Improve vehicle circulation and parking in Virginia City.		Conduct a Virginia City vehicle parking and circulation study.	A comprehensive update to the Virginia City Parking Study is budgeted for in FY25.	

Goal 2.1 Create a safe and appealing built environment.				
Objective		Strategy	Tactic	
			The parking plan update will be closely coordinated with the Sheriff's Office, fire district, and VCTC.	
Support and maintain sustainable private-public partnerships.		Continue implementing the terms of the TRI-Center Development Agreement.	Road, drainage, and infrastructure dedications occur only when conforming to the TRI-Center development agreement. Ongoing plan review discussions occur between the county and TRIARC.	
		Review and consider private-public partnership proposals.	Subject to requests.	Subject to request.
		Consider cost-effective government services agreements that offset infrastructure impacts of Nevada Revised Statute mandated tax abatements.	2024 plan completed and conformed to. Discussing 2025 legislative lobbying plan.	

Goal 2.1 Create a safe and appealing built environment.				
Objective		Strategy	Tactic	
		Evaluate potential financial assistance to assist small businesses with building and façade repairs.	C-PACE local financing programs for private businesses and workforce housing are under evaluation to determine if they benefit or cause undue burden on the county.	BOCC directive pending.
			Chamber of Commerce to implement “Main Streets” program in Virginia City.	
Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards.		Enforce county nuisance and building codes efficiently, accurately, and consistently.	Updates to county code budgeted for FY25.	
			A full-time Code Enforcement Officer is budgeted for FY25. Recruitment efforts active now.	
			Stakeholders report experiencing consistent and fair building code enforcement.	
			Team applies alternative means and methods in permitting and plan review where appropriate. Everyone is treated equitably.	
		Provide resources and assistance to help residents conform to nuisance and building codes.	New solid waste franchise agreement includes for in-need citizens: --Free dump vouchers --Extra dump vouchers as needed	

Goal 2.1 Create a safe and appealing built environment.				
Objective		Strategy	Tactic	
			--Free roll-off dumpsters --Free removal of rubbish --Senior discount --Senior low-income discount --Lockwood interlocal discount	

Goal 2.2 Support senior population through nutrition and other programming that creates holistic social and physical wellbeing.				
Objective		Strategy	Tactic	Notes
Provide cost-effective social and health services to seniors in each community.		Maintain interlocal agreement with Community Chest, Inc.	Health and social service programs provided by Community Chest, Inc. are partially funded by the county and are applied with inter-local cooperation.	
			Lockwood residents now enjoy locally prepared meals. The Washoe meal program was discontinued.	
Provide facilities that adequately serve the needs of all communities.		Replace and repair facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	The Lockwood Community Center project has begun.	Construction bids were received and are being evaluated now.
			The Mark Twain Community Center equipment bay expansion building will free up community center space. Start FY25.	
			General Mark Twain Community Center improvements are budgeted for in FY25.	

Goal 2.2 Support senior population through nutrition and other programming that creates holistic social and physical wellbeing.				
Objective		Strategy	Tactic	Notes
			VC Senior Center expansions are near complete.	

Goal 2.3 Support organization and programs that support the health and welfare of the general population.				
Objective		Strategy	Tactic	Notes
Provide indigent services in conformance with the Nevada Revised Statutes.		Evaluate and update indigent policies and programs as needed.	Indigent Services were moved to Senior/Community Services.	
		Maintain interlocal agreements with Nevada State agencies providing youth, health, and other indigent services outside of the county's capacity.	Indigent services are funded annually.	
Expand broadband internet infrastructure and services countywide.		Implement MOU and agreement with CC Communications for broadband access to all communities in Storey County.	An MOU with CC Communications will facilitate broadband infrastructure expansion for residents and the county beginning in FY25.	Infrastructure development will begin FY25.

Goal 2.3 Support organization and programs that support the health and welfare of the general population.				
Objective		Strategy	Tactic	Notes
Provide cost-effective social and health services to each community.		Provide health and social services through interlocal agreements with qualified agencies.	Health and social services are provided through an interlocal agreement with the Community Chest.	
			Health services through an interlocal agreement with the Quad-Counties Health Coalition.	
Facilitate opportunities for affordable housing.		Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	Research has occurred with area jurisdictions, housing authorities, UNR, and others.	
			The RCG Economics Housing Needs Assessment is underway. The plan will help county determine appropriate housing options.	Housing plan completion estimated July or August 2024.
		Update the Storey County Master Plan to consider additional potential housing opportunities.	The RCG Housing Needs Assessment will be applied to the county master plan update.	
Facilitate qualified workforce for businesses in the county.		Connect businesses with regional workforce development resources.	Business Development Officer and resources connect businesses to local resources for employees, professional development, and related programs. Strong relationship with TRI, VC/GH, and countywide companies.	
			County is communicating workforce needs with chambers of commerce from Storey and Reno/Sparks.	

Goal 2.4 Provide safe and adequate water.				
Objective		Strategy	Tactic	Notes
Improve water fund sustainability without impacting existing rate payers.		Increase water connection fees for new construction.	Evaluating new residential connection fee update ordinance. Subject to BOC direction.	On hold per BOCC directive.
			Completed commercial connection fee update ordinance.	Done.
		Fund improvements through grants and federal appropriations.	Federal appropriations secured for the lead siphon project.	B Street water line completed.
Attract and retain qualified water distribution and treatment employees		Explore incentive programs to attract and retain certified and qualified water personnel.	Applied classification and compensation incentives accordance with policy and employee agreements.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient to support substantial wage increases.
Improve water system infrastructure.		Design Silver City water transmission line replacement, phase 1 of 2.	Utilized design engineering to secure federal appropriations.	
		Design and environmental preliminary architectural reporting for Lead siphon replacement project, phase 1 of 5.	Utilized design engineering to secure federal appropriations.	
Maintain safe and reliable water systems.		Repair and upgrade water storage and treatment systems.	Contract being finished to seal water tanks over several years.	

Goal 2.4 Provide safe and adequate water.				
Objective		Strategy	Tactic	Notes
			Budgeted replacement of water filter media in water treatment system.	
		Maintain appropriate water and system security.	Security cameras and security installed.	
Ensure sufficient and affordable raw water to the Storey County Water System.		Maintain engagement with the State of Nevada.	Retained qualified water expert for anticipated FY25 Marlette Water Agreement with the State of Nevada.	Water consultant retired. Exploring several alternative consultants now. Secondary resources are secured.

Goal 2.5 Provide for safe and adequate wastewater treatment and waste disposal.				
Objective		Strategy	Tactic	Notes
Improve wastewater fund sustainability without impacting existing rate payers.		Increase wastewater connection fees for new construction.	Evaluate new residential connection fee update ordinance. Subject to board direction.	On hold per BOCC.
			Completed commercial connection fee update ordinance.	Done
		Fund improvements through grants and federal appropriations.	Federal appropriations pending for Gold Hill sewer lines.	
Attract and retain qualified wastewater distribution and treatment employees		Explore incentive programs to attract and retain certified and qualified wastewater personnel.	Completed competitive compensation plan updates: salaries and health insurance.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient

Goal 2.5 Provide for safe and adequate wastewater treatment and waste disposal.				
Objective		Strategy	Tactic	Notes
				to support substantial wage increases.
Maintain safe and reliable wastewater systems.		Repair and upgrade wastewater collection and treatment systems.	Budgeted FY25 phase 1 study.	
Improve operations and efficiency of the wastewater treatment plant.		Add generator to Gold Hill wastewater treatment plant.	Applied classification and compensation incentives accordance with policy and employee agreements.	

Goal 2.6 Operate recreational facilities for safe and optimum use by the public.				
Objective		Strategy	Tactic	Notes
Expand parks and recreation facilities in each community in the county.		Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Engage public to discuss potential Mark Twain Park expansions and integration with Community Center upgrades.	
			Replaced playground equipment at Mark Twain Park.	
			Budgeted FY25 dog park land assessment.	
Provide safe, secure, and functional park facilities in each community in the county.		Design and implement upgrades and repairs to existing park facilities.	Budgeted swing set at Highlands Pinion Park.	
			Budgeted 1964 Storey County Swimming Pool, phase 1 of 2 design improvement FY25.	This may be a \$10 million cost and needs to be prioritized against other critical infrastructure.

Goal 2.6		Operate recreational facilities for safe and optimum use by the public.		
Objective		Strategy	Tactic	Notes
				Grants opportunities are in review.
Manage Off Highway Vehicle (OHV) use in lands surrounding communities.		Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increasing need to work with residents to identify viable off highway vehicle (OHV) areas for future designation. Planned FY25.	
			Increased need to engage in OHV forum/club outreach to properly align OHV maps to public OHV trails and away from private communities. Planned FY25.	
			Supported Sheriff's OHV program grants.	
			Increased need to demonstrate private properties and BLM land to Google Maps, Apples Maps, and other online mapping software providers. Planned FY25.	

Perspective 3 Respect and promote the distinct character and heritage of our communities.

Goal 3.1 Encourage public participation in setting the future direction of each unique community.				
Objective		Strategy	Tactic	Notes
Facilitate public awareness and involvement in community affairs.		Utilize online and other resources to provide information to the public.	Explored several mobile apps . Budgeted for potential application FY25.	
			Electronic reader board for Mark Twain Community Center budgeted FY25.	
		Facilitate public participation in the Storey County Master Plan update.	Began Master Plan update workshops in each community and by Zoom. Complete by October 2024 .	

Goal 3.2 Support infrastructure that enhances the character and heritage of our communities.				
Objective		Strategy	Tactic	Notes
Protect Lagomarsino Petroglyphs.		Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	Educating area landowners and developers about the existence and value of the Petroglyphs.	
			Preparing conversations for FY25 encouraging alternatives that minimize impacts to the Petroglyphs.	

Goal 3.2		Support infrastructure that enhances the character and heritage of our communities.		
Objective		Strategy	Tactic	Notes
			As a Cooperating Agency with the BLM on the Green-link project, encouraging major power transmission line alignment away from the Petroglyphs.	
		Provide security and public enjoyment at the Petroglyphs.	Planning to explore opportunities to facilitate 24/7 ranger station or onsite security in FY25.	
			Need to look at all options for this area, including possible regional assistance. This is an ongoing and growing area of work.	
Reflect community pride and identity in public facilities.		Maintaining clean and well-managed building exteriors that complement the surrounding community.	Added simple xeriscaping (low/no water) to the Sheriff's Lockwood Substation.	
			Continuing to work with artisan to complete north wrought iron fence of Courthouse.	
			Coordinating with Highlands to paint and refresh interior of dedicated community center building.	

Goal 3.2		Support infrastructure that enhances the character and heritage of our communities.		
Objective		Strategy	Tactic	Notes
			Repaired outdoor lighting at Highlands Community Center.	Need to make “dark skies” adjustments. Happening now.
			Repaired outdoor lighting at Mark Twain Community Center.	
			Maintain Mark Twain Veterans’ Memorial.	
			Install flagpole at the Justice Court. Budgeted for early FY25.	
			Maintaining orderly parking lots and equipment maintenance yards.	
			Maintaining or installing “dark skies” conforming light fixtures on all county facilities.	
Develop and maintain roads and infrastructure that is compatible with the built environment in each community.		Repair road and pedestrian infrastructure.	Adjustments being made to complete road repair projects in accordance with annual Roads Capital Improvement Plan and the year budget. Changes to plan	Monitoring FY25 reality of Tesla post-abatement revenues before expanding this.

Goal 3.2		Support infrastructure that enhances the character and heritage of our communities.		
Objective		Strategy	Tactic	Notes
			and review will be implemented in FY25.	
			Replaced broken streetlamps on B and C Streets in Virginia City and LED bulbs.	
			The county has conformed to the transportation infrastructure goals and policies of the Storey County Master Plan in each community.	
			Boardwalk maintenance and repairs are annual challenges. The county continues to enforce county codes regarding boardwalk maintenance. The county has also approached the Chamber of Commerce about implementing the Main Streets America program to assist businesses with these repairs.	
			The Virginia City Tourism Commission has made improvements to public transportation support systems. The county provides services to the VCTC by interlocal	

Goal 3.2		Support infrastructure that enhances the character and heritage of our communities.		
Objective		Strategy	Tactic	Notes
			agreement and has offered to assist as needed.	
Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.		Modify existing facilities and construct new facilities to provide community center services.	In cooperation with the fire district, the county fulfilled a dedicated community center in the Highlands.	Done.
			Completed Lockwood Community Center phase 1 design in cooperation with Community Chest, school district, and local stakeholders.	Done.
			Coordinated multi-year agreement and infrastructure development plan with Fire District to vacate MT Community Center for full use as a community center.	
			Exploring potential community center facility expansion at Hugh Gallagher Elementary School if vacated by the school district.	

Goal 3.3 Support historic preservation in the Virginia City and Gold Hill areas.				
Objective		Strategy	Tactic	Notes
Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.		Designate and assist qualified non-profit organizations to maintain historic county-owned structures.	Budgeted FY25 assistance to non-profit with grant efforts to install an elevator at Saint Mary's Art Center, phase 1 of 2 design.	Pending SHPO
			Budgeted FY25 assistance to non-profit with seismic retrofit of Saint Mary's Art Center, phase 1 of 2 design.	
			Added resources to County Manager's Office enabling the county to build a non-profit organization program for Piper's Opera House. This is per a five-year plan that was delayed by Covid and other circumstances.	RFQ public bid is out now.
			County will need to conform to SHPO Piper's Opera House structures repairs and maintenance program. Establishing non-profit management systems will resolve these matters.	
Make necessary upgrades to the Storey County Courthouse to ensure its future as a public service facility.		Seek fiscal resources to improve structural integrity of the Courthouse.	The county continues to seek funding for seismic retrofits to the Courthouse in accordance with historic structures report.	
			Electronic door locks and security upgrades done.	Done.

Perspective 4 Attract, retain, and grow businesses that will support long-term sustainability.

Goal 4.1		Provide an environment that supports and promotes quality business growth and development.		
Objective		Strategy	Tactic	Notes
Provide high-speed broadband internet services to all residents and businesses in Storey County.		Utilize the expertise and resources of a qualified broadband service provider to develop infrastructure and provide affordable internet services.	Approved CC Communications broadband MOU. Work begins this summer.	
Maintain Storey County’s competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.		Reduce bureaucracy and foster a business-friendly and customer-oriented government.	A facilities analysis and strategic plan is budgeted in FY25.	
			A county code review for inconsistencies and inefficiencies is budgeted in FY25. Code updates are funded too.	
		Provide current, fair, and efficient business regulations.	The county maintains streamlined, responsive, and efficient government.	
			An interlocal agreement between the county and VCTC is complete.	

Goal 4.1 Provide an environment that supports and promotes quality business growth and development.				
Objective		Strategy	Tactic	Notes
			The county will in FY25 seek professional services to review, update, and align Storey County Codes with Virginia City Tourism Commission Codes.	
			Adding a Business Development Officer has ensured continued fast and thorough responses.	
		Respond quickly and accurately to customer questions and demands.	The county utilizes social media and other online outreach for business development, and it recognizes that advancements can be made in this area. The county is also exploring an app to communicate directly to residents and businesses.	PR Officer will be tasked with further improvements.
			Phone tree automation is kept to a minimum.	
Provide needed assistance for business growth and development.		Study areas of needed and address known deficiencies.	RCG Economics is now working on the county's Housing Needs Assessment.	Done July or August.
			The county continues to seek and provide funding and programs that help small businesses with workforce, housing, and business needs.	

Goal 4.1 Provide an environment that supports and promotes quality business growth and development.				
Objective		Strategy	Tactic	Notes
Provide safe, clean, and professional facilities for businesses and prospective business clients.		Improve facilities to enhance business attraction and development	TRI-Center public restroom improvements budgeted in FY25.	
			The county van is in prison getting painted. The van will soon appear professional and will sport graphics promoting Storey County.	
Provide and coordinate resources to small businesses and entrepreneurs in Storey County.		Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	Coordination with the S.C. Chamber of Commerce to promote small business assistance has begun. This is an emerging area.	
			The county is continuing to expand potential assistance for workforce development and retention, childcare options, fringe benefits, and other support for small businesses. This is an emerging area.	
			The county coordinates with area resources to minimize duplication of services.	

Goal 4.2 Support the tourism development efforts of the Virginia City Tourism Commission.				
Objective		Strategy	Tactic	Notes
Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.		Facilitate infrastructure upgrades and provide plans to support events and recreation facilities.	Federal funding was secured for the Fairgrounds water and electrical upgrade, phase 2 of 2.	Construction summer 2024.
			The county ensured compatibility of Taylor Street reconstruction with VCTC planned pocket park.	
			The Virginia City vehicle parking and circulation study is budgeted for FY25.	
			Community and emergency office members expressed desire to explore potential one-way traffic and increased parking on parts of B, D, and E Streets. This project will occur in FY25 in concert with the Virginia City parking study.	
Update the Storey County Master Plan		Include key stakeholders in discussions and decisions of the Storey County Master Plan update.	VCTC and other stakeholders will be involved with the master plan update.	
Share services to maximize resources.		Maintain interlocal agreement between the County and the Virginia City Tourism Commission to share and minimize duplicated services.	The VCTC-Storey County interlocal agreement was completed.	

Perspective 5 Governance by Storey County is accessible and transparent.

Goal 5.1		Encourage public participation in all aspects of governance.			
Objective		Strategy	Tactic	Notes	
Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.		Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county desires to upload board meeting audio/video recordings to website in FY25.	OnBase program upgrades are in process FY25.	
			FY25 budgets include public outreach apps and programs.		
			The county continues to increase public records on its website in FY25.		
			The county returned to Civic Plus website platform.		
			County website content was updated by IT and departments.		
			Website core training completed.		
		Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in	The county plans to increase town hall, community interest, and other items on the website in addition to socials for FY25.		

Goal 5.1 Encourage public participation in all aspects of governance.				
Objective		Strategy	Tactic	Notes
		government meetings and decisions.	The planning commission is increasing meetings in each community.	
			The county plans to increase telephone, mail, fliers, and other non-electronic means of communication where feasible in FY25.	

Goal 5.2 Provide accurate and timely information to every community.				
Objective		Strategy	Tactic	Notes
Provide accurate and accessible information and public records.		Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county created a brand for Storey County: "Bold Ideas that Build Nevada".	
			The county determined that its existing seal is well known and respected. The seal is the county's branding logo.	
			The county will explore in FY25 expansion of social media and possible app to communicate directly to businesses and residents.	

Goal 5.2		Provide accurate and timely information to every community.		
Objective		Strategy	Tactic	Notes
		Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county will expand use of non-electronic means of communicating with citizens (fliers, mail, etc.).	
			Community town halls occurred frequently in FY24, with focus on major projects.	
		Utilize existing public records management programs.	Training new elected officials and staff on public records systems is ongoing and budgeted for FY25.	
			Public records request consistently meet NRS requirements.	

Perspective 6 Provide excellent, predictable, and efficient services to all our communities.

Goal 6.1 Anticipate, evaluate, and plan for public service needs.				
Objective		Strategy	Tactic	Notes
Establish standard service levels for various county services.		Evaluate types and methods of services in other counties.	Conduct a comparable study of area counties where Storey County services need improvement.	Project initiated July 8.
Improve awareness and access to information in all county communities.		Develop improved communication strategies that provide advanced information on services service levels.		
Maintain efficient buildings and facilities use and expansions.			The county budgeted for a facilities analysis and strategic plan for FY25.	
Seek and secure grants and funding assistance that enhance county services.		Seek grants and financial assistance that benefit the County without undue burden.	The county is evaluating the cost versus benefit of grants before applying for them.	
Maintain effective government affairs.		Maximize team member knowledge and skills with organized assignments.	The county maintains a lobbyist work plan that maximizes resources and efficiency.	

Goal 6.1		Anticipate, evaluate, and plan for public service needs.		
Objective		Strategy	Tactic	Notes
		Monitor federal activities, remain current on trends, and respond appropriately.	The county expanded its membership and is engaged with federal government affairs organizations.	
		Monitor <u>state and local</u> activities, and remain current on trends, <u>and respond appropriately.</u>	The county testified to the legislative interim committee and corresponded with legislators ensuring representation on water issues.	
			The county continues to monitor bills, regional discussions, media, and other communications.	
			The county regularly participates in community forums, Regional Development Authorities, regional development agencies, associations, lobbyist groups, and government affairs organizations.	
		Maintain communication with area leaders and agencies.	The Storey County Regional Benefits Report is regularly distributed to legislatures, agencies, and area leaders as needed.	


Goal 6.1 Anticipate, evaluate, and plan for public service needs.				
Objective		Strategy	Tactic	Notes
Improve function, safety, and accessibility of public facilities.		Assess buildings for needed functional, security, and accessibility upgrades, implement upgrades to buildings within available funds.	Completed: (1) Courthouse electronic door locks, camera upgrades, seismic window treatment, and on-site security consol; (2) TRI McCarran Center electronic door locks and camera upgrades; (3) general facility camera upgrades; (4) swimming pool security systems; (5) Justice Court security upgrades.	

Goal 6.2 Maximize the efficient use of County resources.				
Objective		Strategy	Tactic	Notes
		Utilize existing professional services contracts and technology programs to maximum potential.	The county maintains a contract with DOWL for roads, water, and infrastructure project management.	
			Departments evaluate Tyler Systems capabilities before considering new software systems and vendors.	
Meet growing project demands through in-house and contracted services.		Utilize professional services contracts and technology programs to additional applications not able to be	The county has expanded RFPs and RFQs and other means to secure best possible contracts for facilities projects.	

Goal 6.2 Maximize the efficient use of County resources.				
Objective		Strategy	Tactic	Notes
		fulfilled with current staffing resources.	The county is exploring possible service contracts or RFP/RFQ for buildings and facilities management.	
Maintain strategic plan alignment.		Review the strategic plan annually and update it as necessary to match current and projected resources.	The county team reviews and aligns department level and county level strategic plans in preparation for the tentative budget and capital improvement plan.	
			The strategic plan this year is more detailed and better aligned with department plans and operations. The plan next year will include more performance metrics.	
			The Capital Improvement Plan is aligned with expected revenues and the strategic plan.	
			Update strategic plan with BOCC in November 2024 to align with the spring budget process.	
			Maintain the strategic plan as a “living document”.	

Goal 6.2 Maximize the efficient use of County resources.				
Objective		Strategy	Tactic	Notes
Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.		Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between the county and fire district was approved for the Fire Station 71 project.	
			An interlocal agreement between county and fire district is being prepared for general shared services.	
			An interlocal agreement between county and VCTC was approved to share services and minimize function duplication.	
			A memorandum of understanding was completed with Comstock Cemetery Foundation to operate and enhance county cemeteries.	The MOU will need to be re-approved per a land survey of cemetery expansions.
			The county continues to maintain interlocal agreements with the State of Nevada and other agencies for indigent, health, natural resources, law enforcement, and other services.	
Ensure effective, consistent, and appropriate use of county funds and resources.		Maintain responsible and current administrative policies and procedures.	The county completed several major administrative policy updates including fiscal policies and vehicle uses. Additional policy	

Goal 6.2 Maximize the efficient use of County resources.				
Objective		Strategy	Tactic	Notes
			updates are planned for FY25.	

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 30 mins	
Agenda Item Type: Discussion/Possible Action		

- Title:** Consideration and possible approval of the annual review and evaluation of the performance of Austin Osborne, County Manager for the time period of July 1, 2023, through June 30, 2024. The Board may, without further notice, take administrative action against Austin Osborne, County Manager, if the Board determines that such administrative action is warranted after considering the character, alleged misconduct, professional competence, or physical or mental health of Mr. Osborne. At the end of the annual performance evaluation, the Board has the right to make changes to the existing goals and objectives of the position, the right to determine whether or not to provide a merit increase, bonus, or other compensation adjustment, the right to take adverse administrative action up to and including termination, or any other such action deemed warranted by the Board.
- Recommended motion:** Take action as the Board deems appropriate.
- Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- Staff Summary:** In the Board's deliberations, the character, competence, and performance of the County Manager may be discussed and the Board may consider the job description, job duties, and other matters connected to this agenda item. The County Manager may be present at the meeting and may present evidence relating to his character, alleged misconduct, professional competence, or physical or mental health. The County Manager may also provide a self-evaluation. At the end of the annual performance evaluation, the Board may modify existing goals and objectives of the County Manager's job; determine whether or not to provide a merit increase, bonus, or other compensation adjustment; take adverse administrative action up to and including termination; or any other such action deemed warranted by the Board.
- Supporting Materials:** See Attachments
- Fiscal Impact:** Unknown
- 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 HUMAN RESOURCES

HEALTH AND HUMAN SERVICES

26 So "B" Street, PO Box 176, Virginia City, NV 89440

Phone (775) 847-0968 – Fax (775) 847-0949

June 27, 2024

Austin Osborne
26 South "B" Street
Virginia City, NV 89440

Via: In-person hand-delivery

Re: Notice of meeting of the Storey County Board of County Commissioners to conduct an annual performance evaluation of the County Manager, which may consider his character, alleged misconduct, professional competence, or physical or mental health on July 16, 2024, at or about 10:00 a.m. The meeting will be held in person and via Zoom.

Mr. Osborne:

You are hereby provided notice pursuant to Nevada Revised Statute (NRS) 241.031 through 241.034 that the Board of County Commissioners will consider the following agenda item at the board's meeting on July 16, 2024, at or about 10:00 a.m.:

Discussion and possible action: Annual review and evaluation of the performance of Austin Osborne, County Manager. The board may, without further notice, take administrative action against Austin Osborne, County Manager, if the board determines that such administrative action is warranted after considering the character, alleged misconduct, professional competence, or physical or mental health of Mr. Osborne.

At the end of the annual performance evaluation, the board has the right to make changes to the existing goals and objectives of the position, the right to determine whether or not to provide a merit increase, bonus, or other compensation adjustment, the right to take adverse administrative action up to and including termination, or any other such action deemed warranted by the board.

In the board's deliberations, your character, competence, and performance as county manager may be discussed and the board may consider your job description, job duties, and other matters connected to this agenda item. You are welcome to be present at the meeting and you may present evidence relating to your character, alleged misconduct, professional competence, or physical or mental health. You may choose to be represented by an attorney or other representative.

You are also hereby provided a County Manager's Self-Evaluation form. You are welcome, but not required, to complete this self-evaluation and share it with the board during the evaluation process.

Sincerely,



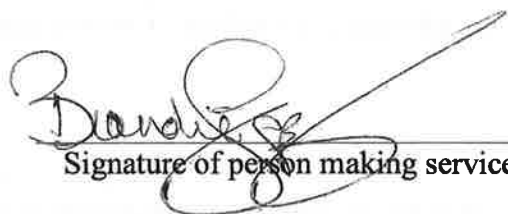
Brandie Lopez
HR Director

Cc.: Board of Storey County Commissioners

Enc.: County Manager's Self-Evaluation form

Proof of Service

I, Brandie Lopez, hereby swear to affirm under penalty of perjury, that in accordance with NRS 241.033, I served this Notice of Meeting of the Storey County Board of County Commissioners by personally serving it to Austin Osborne on this 3rd day of July, 2024.


Signature of person making service

Storey County Manager's Self-Evaluation July 16, 2024

A. County Manager job description essential function elements:

- Develops goals and objectives
- Motivates staff
- Fosters team management
- Administers policies
- Advises appropriate policies
- Administers contracts
- Evaluates staff
- Administers the budget
- Promotes economic development
- Resolves issues and complaints
- Assist the board
- Fosters team management
- Oversees the budget
- Serves as a public information officer
- Investigates
- Legislative representative
- Lobbyist
- Responds to emergencies

B. Primary elements of the County Manager's duties being evaluated in accordance with job description:

- Leadership
- Organizational Management
- Financial Management
- Human Resources Development
- Public Service
- Economic Development
- Personal Character
- Emergency Management
- Code of Ethics ICMA

C. Rating scale for each evaluation element. For each category, check which most closely applies. This self-evaluation will be considered by the board during its evaluation.

- **Distinguished:** The County Manager is so successful at this job criterion that special note should be made. This performance rank is in the top 10 percent.
- **Excellent:** Performance at this level is one of better performance in the organization, given the common standards and results. This is better than average performance.
- **Satisfactory:** Performance is at or above minimum standards. This level of performance is what one would expect from the most experience and competent manager.
- **Needs Improvement:** Performance is somewhat below what would be expected of an experienced and competent manager. However, there appears to be potential to improve the rating within a reasonable timeframe.
- **Unsatisfactory:** Performance is well below standards and there is serious question as to whether the person can improve to meet the minimum standard.

1. Leadership

- a. Motivates and encourages teamwork, innovation, and problem-solving
- b. Instills confidence and promotes initiative through support and encouragement
- c. Delegates authority appropriately

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- d. Affective advocate of county programs
- e. Communicates clearly with board, staff, and departments
- f. Leads in accordance with policies and board directives
- g. Leads according to strategic goals, objectives, and policies
- h. Positive relationship with board
- i. Positive relationship with staff, departments, and elected offices
- j. Represents board's interest in local and regional issues and projects
- k. Positive relationship with residents, businesses, and public
- l. Takes ownership of error
- m. Builds inter-local relations (local, state, federal)

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

2. Organizational Management

- a. Implements and enforces board directives
- b. Follows organization policies and programs

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- c. Responds timely to board requests
- d. Reports are accurate, comprehensive, concise, and persuasive
- e. Effective Public Information Officer (PIO)
- f. Understands, supports, and enforces policies
- g. Reviews policies and recommends improvements
- h. Efficient and effective
- i. Detail oriented and avoids errors
- j. Resolves problems
- k. Delivers product

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

3. Financial Management

- a. Directs preparation of balanced budget
- b. Provides service at levels consistent with board policies and directives
- c. Keeps board apprised of major financial issues

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- d. Monitors budget expenditures to ensure funds are spent correctly
- e. Evaluates programs and services and makes appropriate adjustments
- f. Meets board policies, guidelines, and directives
- g. Exhibits responsible and appropriate expenditures
- h. Uses labor and resources efficiently
- i. Exhibits financial competency
- j. Anticipates and plans for future financial needs
- k. Utilizes federal and state grant and funding opportunities

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

4. Human Resources Development

- a. Ensures personnel policies conform to law
- b. Carries out personnel policies
- c. Professional manages the compensation and benefits plan

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- d. Promotes training and professional development
- e. Maintains staffing according to organizational needs and budget limits
- f. Retains and recruits competent personnel
- g. Treats all employees fairly and equitably
- h. Promptly addresses disciplinary problems
- i. Takes appropriate corrective action
- j. Monitors and evaluates performance
- k. Evaluates and coaches consistently and fairly

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

5. Public Service

- a. Positive impression by citizens
- b. Visible, approachable, accessible, and responsive
- c. Displays diplomacy when responding to others

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- d. Displays positive public image of the county
- e. Outgoing to meet with citizens and communities
- f. Communicates with citizens
- g. Citizen and customer oriented
- h. Responds timely to citizen complaints

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

6. Economic Development

- a. Builds private-public partnerships
- b. Fosters inter-jurisdictional cooperation

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- c. Responds quickly to stakeholder needs
- d. Adapts to changing economic environment
- e. Knows county assets, strengths, weaknesses, and opportunities
- f. Builds positive image of county based on facts
- g. Demonstrates consistency and integrity

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

7. Personal Character

- a. Shows originality in approaching problems

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- b. Takes rational, impersonal, and unbiased approach based on facts and qualified opinions
- c. Energetic and willing to spend time to do exceptional work
- d. Reaches quality decisions in timely fashion
- e. Honest and forthcoming in professional capacities
- f. Reputation in community for honesty and integrity
- g. Accepts constructive criticism and takes ownership for mistakes

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

8. Emergency Management

- a. Leads and manages effectively during crises
- b. Inter-jurisdictional cooperation

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

- c. Supports emergency management planning
- d. Maintains conformance with emergency management requirements

___ *Distinguished*

___ *Excellent*

___ *Satisfactory*

___ *Needs Improvement*

___ *Unsatisfactory*

Comments:

New or additional goals for the future:

9. **ICMA Code of Ethics:** The County Manager has exhibited excellent conformance with the Code of Ethics of the International County Manager's Association ICMA

Storey County Manager Annual Evaluation
Evaluation Period: 7-1-2023 to 6-30-2024

_____ *Conformed to the ICMA Code of Ethics*

_____ *Did not conform to one or more of the ICMA Code of Ethics (Circle which of the tenant(s) above with which conformance did not occur.)*

ICMA Code of Ethics

Tenet 1 – Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2 – Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3 – Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

Tenet 4 – Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5 – Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6 – Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7 – Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8 – Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9 – Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10 – Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11 – Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12 – Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

County Commissioner's Annual Evaluation of the Storey County Manager

Date of Evaluation: July 16, 2024

County Manager Being Evaluated: Austin Osborne

Evaluator:

Evaluation Period: 7-1-2023 to 6-30-24

A. County Manager job description essential function elements:

- Develops goals and objectives
- Motivates staff
- Fosters team management
- Administrates policies
- Advises appropriate policies
- Administers contracts
- Evaluates staff
- Administers the budget
- Promotes economic development
- Resolves issues and complaints
- Assist the board
- Fosters team management
- Oversees the budget
- Serves as a public information officer
- Investigates
- Legislative representative
- Lobbyist
- Responds to emergencies

B. Primary elements of the County Manager's duties being evaluated in accordance with job description:

- Leadership
- Organizational Management
- Financial Management
- Human Resources Development
- Public Service
- Economic Development
- Personal Character
- Emergency Management
- Code of Ethics ICMA

C. Rating scale for each evaluation element. For each category, check which most closely applies. The commissioners should discuss each element collaboratively and individually decide what rating to assign for that element. The commissioners should also review and consider the ratings in the County Manager's self-evaluation.

- **Distinguished:** The County Manager is so successful at this job criterion that special note should be made. This performance rank is in the top 10 percent.
- **Excellent:** Performance at this level is one of better performance in the organization, given the common standards and results. This is better than average performance.
- **Satisfactory:** Performance is at or above minimum standards. This level of performance is what one would expect from the most experience and competent manager.
- **Needs Improvement:** Performance is somewhat below what would be expected of an experienced and competent manager. However, there appears to be potential to improve the rating within a reasonable timeframe.
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1. Leadership

- a. Motivates and encourages teamwork, innovation, and problem-solving
- b. Instills confidence and promotes initiative through support and encouragement
- c. Delegates authority appropriately
- d. Affective advocate of county programs
- e. Communicates clearly with board, staff, and departments
- f. Leads in accordance with policies and board directives
- g. Leads according to strategic goals, objectives, and policies
- h. Positive relationship with board
- i. Positive relationship with staff, departments, and elected offices
- j. Represents board's interest in local and regional issues and projects
- k. Positive relationship with residents, businesses, and public
- l. Takes ownership of error
- m. Builds inter-local relations (local, state, federal)

_____ *Distinguished*

_____ *Excellent*

_____ *Satisfactory*

_____ *Needs Improvement*

_____ *Unsatisfactory*

Comments:

New or additional goals for the future:

2. Organizational Management

- a. Implements and enforces board directives
- b. Follows organization policies and programs
- c. Responds timely to board requests
- d. Reports are accurate, comprehensive, concise, and persuasive
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- h. Efficient and effective
- i. Detail oriented and avoids errors
- j. Resolves problems
- k. Delivers product

_____ *Distinguished*

_____ *Excellent*

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_____ *Needs Improvement*

_____ *Unsatisfactory*

Comments:

New or additional goals for the future:

3. Financial Management

- a. Directs preparation of balanced budget
- b. Provides service at levels consistent with board policies and directives
- c. Keeps board apprised of major financial issues
- d. Monitors budget expenditures to ensure funds are spent correctly
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- h. Uses labor and resources efficiently
- i. Exhibits financial competency
- j. Anticipates and plans for future financial needs
- k. Utilizes federal and state grant and funding opportunities

_____ *Distinguished*

_____ *Excellent*

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_____ *Unsatisfactory*

Comments:

New or additional goals for the future:

4. Human Resources Development

- a. Ensures personnel policies conform to law
- b. Carries out personnel policies
- c. Professional manages the compensation and benefits plan
- d. Promotes training and professional development
- e. Maintains staffing according to organizational needs and budget limits
- f. Retains and recruits competent personnel
- g. Treats all employees fairly and equitably
- h. Promptly addresses disciplinary problems
- i. Takes appropriate corrective action
- j. Monitors and evaluates performance
- k. Evaluates and coaches consistently and fairly

_____ *Distinguished*

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_____ *Satisfactory*

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Comments:

New or additional goals for the future:

5. Public Service

- a. Positive impression by citizens
- b. Visible, approachable, accessible, and responsive
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- d. Displays positive public image of the county
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- g. Citizen and customer oriented
- h. Responds timely to citizen complaints

____ *Distinguished*

____ *Excellent*

____ *Satisfactory*

____ *Needs Improvement*

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Comments:

New or additional goals for the future:

6. Economic Development

- a. Builds private-public partnerships
- b. Fosters inter-jurisdictional cooperation
- c. Responds quickly to stakeholder needs
- d. Adapts to changing economic environment
- e. Knows county assets, strengths, weaknesses, and opportunities
- f. Builds positive image of county based on facts
- g. Demonstrates consistency and integrity

____ *Distinguished*

____ *Excellent*

____ *Satisfactory*

____ *Needs Improvement*

____ *Unsatisfactory*

Comments:

New or additional goals for the future:

7. Personal Character

- a. Shows originality in approaching problems
- b. Takes rational, impersonal, and unbiased approach based on facts and qualified opinions
- c. Energetic and willing to spend time to do exceptional work
- d. Reaches quality decisions in timely fashion
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- f. Reputation in community for honesty and integrity
- g. Accepts constructive criticism and takes ownership for mistakes

_____ *Distinguished*

_____ *Excellent*

_____ *Satisfactory*

_____ *Needs Improvement*

_____ *Unsatisfactory*

Comments:

New or additional goals for the future:

8. Emergency Management

- a. Leads and manages effectively during crises
- b. Inter-jurisdictional cooperation
- c. Supports emergency management planning
- d. Maintains conformance with emergency management requirements

_____ *Distinguished*

_____ *Excellent*

_____ *Satisfactory*

_____ *Needs Improvement*

_____ *Unsatisfactory*

Comments:

New or additional goals for the future:

9. **ICMA Code of Ethics:** The County Manager has exhibited excellent conformance with the Code of Ethics of the International County Manager's Association ICMA

_____ *Conformed to the ICMA Code of Ethics*

_____ *Did not conform to one or more of the ICMA Code of Ethics (Circle which of the tenant(s) above with which conformance did not occur.)*

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Tenet 10 – Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

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Tenet 12 – Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Storey County Job Description

County Manager

Class Title: County Manager
Reports to: Board of Storey County Commissioners
FLSA Status: Exempt
Represented Status: Non-Represented
Created: March 2007
Last Revised 02/20/2018
02/04/2020
11/07/2023

JOB SUMMARY

Under administrative direction of the Storey County Board of County Commissioners (Board), the incumbent serves as the Storey County Manager (Manager) and performs the duties and responsibilities outlined within NRS. In addition to those statutory responsibilities, the Manager shall ensure that the County runs as a modern and progressive County. The Board considers and sets goals and policies, and the Manager is tasked with implementing these goals and policies.

DISTINGUISHING CHARACTERISTICS

The Manager is appointed by the Board and reports to and serves at the pleasure of the Board in an at-will capacity. The Manager is responsible for the leadership, supervision, and management of County staff, and management of County resources consistent with the administrative and policy direction of the Board. The position is a critical component of furthering the County's goals and efforts toward economic development and vitality.

The Manager will be given an annual evaluation by the Board on the Manager's annual anniversary. The Board may evaluate the Manager at other times as deemed appropriate. The Board may consider an increase in salary, including a merit increase consistent with the amount given to non-represented personnel, and a possible performance-based bonus. The HR Director (Director) is responsible for placing the review on the Board's agenda, providing any legal notice, and providing material for the agenda package including any material requested by the Board. In accordance with the County personnel policy, if a performance evaluation is not completed within 30 days of the employee's anniversary date it shall be considered a satisfactory performance evaluation, and the Director shall authorize a step advancement retroactive to the employee's anniversary date.

EXAMPLES OF ESSENTIAL FUNCTIONS

The Manager duties are authorized by action of the Board and NRS. The Board may take action to include or eliminate duties for the Manager. The duties listed below are examples of the work typically performed by an employee in this position. The performance of these functions is the reason the job exists. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

1. Develops, coordinates, and oversees all standard operating procedures, rules and regulations, policies and procedures, and general guidelines involved with a modern and progressive full-service County; develops and implements long and short range goals, objectives, policies, procedures, and work standards for the County.
2. Oversees and is actively involved in developing and administering the County budget; estimates costs and budget needs for staffing, maintenance, operations, capital improvement, purchases, and repairs; prepares funding justification requests; monitors expenditures for budget conformance; prepares and presents information in oral and written form to the Board, state, and the public.
3. Manages and directs the activities of County staff; coordinates, prioritizes, and assigns tasks and projects; tracks and reviews work progress and activities; develops effective work teams and motivates individuals to meet County goals, objectives, and policies; directs the recruitment and selection of staff; undertakes disciplinary action as required; conducts performance evaluations; ensures appropriate scheduling of staff to ensure proper operational coverage; trains staff and provides for their professional development.
4. Confers with the Board, advisory boards, commissions, citizen groups, and other agencies to formulate policies and plans related to the County's functions, community development, facilities, and other areas where needed.
5. Subject to limitations of law, directs the procurement of professional contract services in accordance with NRS 332; negotiates professional services contracts; reviews the performance of contract professionals; takes and recommends corrective action to the Board as appropriate.
6. Manages the preparation of requests for proposals and bid requests for a wide variety of projects, equipment, and other purchases and expenditures; oversees project and purchase agreements and the monitoring of projects and purchases for conformance with specifications and authorization of payments.
7. Represents the County in local, state, and national forums; makes presentations before various advisory committees, legislative, regulatory, and community groups; confers with departments and agencies regarding departmental or County wide operational matters; facilitates problem resolutions and coordinated policies.
8. Directs and develops analytical studies; reviews reports, findings, alternatives, and recommendations; directs the maintenance of accurate records and files; prepares and directs the preparation of a variety of written correspondence, reports, procedures, and other written materials.

9. Provides advice and consultation to the Board, and other agencies, and contractors; investigates and resolves complaints and concerns; acts as liaison with other County and regional, state, and federal agencies.
10. Acts on behalf of the County in meetings with developers, general contractors, engineers, architects, planners, land surveyors, prospective private companies, local and state entities, and companies; maintains active involvement and coordination with attracting, enhancing, and improving private enterprise and private-public partnerships; liaises with community groups, property and homeowners associations, general improvement districts, and other community groups.
11. Stays abreast of all local, state, and federal laws, guidelines, trends, regulations, and any external policies and procedures that may have a direct impact on the County; uses this information to meet the County goals and objectives as well as to protect the County against being non-compliant with any one of these external agencies laws.
12. Ensures that the County's progressive training systems and quality assurance programs meet the highest performance levels in accordance with County goals, objectives, and policies.
13. Determines staffing requirements, including the number of required positions, and other personnel to assure the appropriate levels of response; considers public safety needs and economies in determining staffing levels.
14. Oversees the County human resource programs, policies, and strategic plan.
15. Liaises with other jurisdictions and organizations; develops and manages mutual aid, memorandums of understanding, and inter-local agreement programs that meet the Board's goals, objectives, and policies.
16. Plans, develops, administers, and directs programs and plans, meeting the goals, objectives, and policies of the County.
17. Maintains consistent communication with the public about County plans, programs and community concerns.
18. Oversees the County Emergency Management functions and ensures that plans, policies, and programs meet the National Incident Management System requirements, state emergency operations policies and procedures, and ensures that responses to emergency disasters are performed in the best interest of the public; ensures the County's participation in the Local Emergency Planning Committee.
19. Administers the preparation of Board meeting agendas; attends Board meetings; makes oral and written presentations to the Board and to other public and private groups.

20. Serves as the County's Public Information Officer (PIO) and appropriately trains and designates or delegates others to serve as PIOs in their field of expertise; oversees PIO policy and program development.
21. Analyzes proposed legislation and administrative regulations for their impact on County operations; reviews and makes recommendations to the Board regarding legislative activities; participates in the lobbying process by direct lobbying activities, researching and presenting oral and written testimony to appropriate bodies, and overseeing the work of lobbyists.
22. May respond to call out in emergencies, other than during normal working hours, as needed. For example, may respond to and actively participate in all hazard Incident Command Systems.
23. Maintains required certifications and licenses; attends and participates in professional group sessions; engages in continuous education, training, and other professional development; stays abreast of new trends and innovations related to the field.
24. Demonstrates a positive attitude and progressive actions through the display of professionalism, courtesy, tact, punctuality, attendance, and discretion in all interactions with coworkers, supervisors, and the public; use common sense discretion with limited supervision; remain safe, socially moral, lawful, affective, adaptive, and efficient.
25. Facilitates team management approach for decision making and promotes opportunities for employee involvement in collaborative and participatory problem solving.
26. Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
27. Uses common sense discretion with no supervision, remains safe, socially moral, lawful, affective, adaptive, and efficient.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge of

- Public administration and public finance principles, practices, procedures, and methods.
- Organizational principles and relationships.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of management.
- Functions, authority, responsibilities, and limitations of an elected Board.
- Principles and practices of developing teams, motivating employees, and managing in a team environment.
- Principles of strategic planning.
- Principles and practices of budget development and administration.
- Applicable legal guidelines and standards effecting county government.

- Social, political, economic, environmental, and related issues influencing local government functions and activities.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic, and cultural backgrounds.
- Principles and techniques of making effective oral presentations,
- Nevada public finance laws, regulations, and practices
- Conflict resolution techniques
- Principles and practices of supervision and employee development.

Ability to

- Synthesize, interpret, and evaluate large volumes of data.
- Exercise initiative, ingenuity, independent analysis, and judgment in solving difficult and complex administrative, managerial and technical problems.
- Understand, interpret, apply, and explain complex regulations, laws, codes, and policies.
- Demonstrate executive leadership and management skills.
- Plan, organize, administer, coordinate, review, and evaluate a wide variety of county programs and services through executive management staff.
- Develop effective work teams and motivate individuals to meet goals and objectives and provide customer services in the most cost effective and efficient manner.
- Establish and maintain effective community relations.
- Make effective oral and written presentations.
- Advocate effectively for the benefit of the County's interest
- Gain and maintain the confidence and cooperation of elected and appointed officials and the public.
- Retain the presence of mind and act quickly and calmly in emergency situations.
- Demonstrate regular, reliable, and punctual attendance.

LICENSING, EDUCATION, AND OTHER REQUIREMENTS

- Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:
 - Bachelor's Degree or equivalent from an accredited college or university with coursework in public or business administration, management, accounting, economics, or a similar field.
 - Master's Degree or higher may be preferred.
 - At least 5 years of increasingly responsible professional experience in management, human resources, or administrative capacity that includes experience in supervision and/or personnel management in an open political environment.
 - Professional certifications, such as ICMA Credentialed Manager, applicable to the position may be preferred.

- Must possess a valid Nevada Class C Driver License.
- Ability to pass a criminal background investigation.
- Must be a resident of and reside within Storey County.
- Military experience applicable to the duties of this position may be preferred.

PHYSICAL REQUIREMENTS & WORK ENVIRONMENT

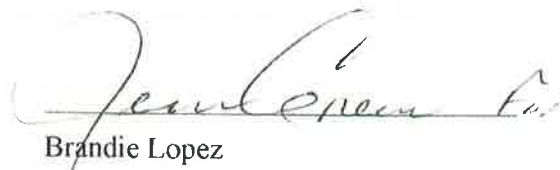
The requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- **Physical Requirements.** Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone. Light lifting (up to 50 pounds) is occasionally required. *In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.*
- **Working Environment.** Work is typically performed indoors in an office environment where a portion of work is performed at a desk and on a computer. Work is typically performed independently with reporting directly to the board of county commissioners as appropriate. Position may occasionally be required to travel by motor vehicle to on- and off-site locations. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activity by telephone calls, office visitors, and response to unplanned events.

Effective the 7th day of November 2023



Jay Carmona
County Commission Chairman



Brandie Lopez
Human Resources Director

Non-Represented

	1		2		3		4		5		6		7		8		9		10
110	\$ 40,472.71	\$ 19.46	\$ 41,889.25	\$ 20.14	\$ 43,355.38	\$ 20.84	\$ 44,872.82	\$ 21.57	\$ 46,443.36	\$ 22.33	\$ 48,068.87	\$ 23.11	\$ 49,751.29	\$ 23.92	\$ 51,492.58	\$ 24.76	\$ 53,294.83	\$ 25.62	\$ 55,160.13
111	\$ 41,484.53	\$ 19.94	\$ 42,936.48	\$ 20.64	\$ 44,439.25	\$ 21.37	\$ 45,994.64	\$ 22.11	\$ 47,604.44	\$ 22.89	\$ 49,270.59	\$ 23.69	\$ 50,995.07	\$ 24.52	\$ 52,779.89	\$ 25.37	\$ 54,627.18	\$ 26.26	\$ 56,539.13
112	\$ 42,521.62	\$ 20.44	\$ 44,009.90	\$ 21.16	\$ 45,550.23	\$ 21.90	\$ 47,144.49	\$ 22.67	\$ 48,794.54	\$ 23.46	\$ 50,502.35	\$ 24.28	\$ 52,269.95	\$ 25.13	\$ 54,099.39	\$ 26.01	\$ 55,992.87	\$ 26.92	\$ 57,952.63
113	\$ 43,584.69	\$ 20.95	\$ 45,110.14	\$ 21.69	\$ 46,689.01	\$ 22.45	\$ 48,323.11	\$ 23.23	\$ 50,014.44	\$ 24.05	\$ 51,764.94	\$ 24.89	\$ 53,576.71	\$ 25.76	\$ 55,451.89	\$ 26.66	\$ 57,392.71	\$ 27.59	\$ 59,401.45
114	\$ 44,674.30	\$ 21.48	\$ 46,237.88	\$ 22.23	\$ 47,856.22	\$ 23.01	\$ 49,531.18	\$ 23.81	\$ 51,264.77	\$ 24.65	\$ 53,059.04	\$ 25.51	\$ 54,916.12	\$ 26.40	\$ 56,838.16	\$ 27.33	\$ 58,827.49	\$ 28.28	\$ 60,886.46
115	\$ 45,791.15	\$ 22.01	\$ 47,393.84	\$ 22.79	\$ 49,052.62	\$ 23.58	\$ 50,769.47	\$ 24.41	\$ 52,546.38	\$ 25.26	\$ 54,385.53	\$ 26.15	\$ 56,289.02	\$ 27.06	\$ 58,259.14	\$ 28.01	\$ 60,298.19	\$ 28.99	\$ 62,408.64
116	\$ 46,935.93	\$ 22.57	\$ 48,578.70	\$ 23.36	\$ 50,278.95	\$ 24.17	\$ 52,038.71	\$ 25.02	\$ 53,860.07	\$ 25.89	\$ 55,745.17	\$ 26.80	\$ 57,696.26	\$ 27.74	\$ 59,715.62	\$ 28.71	\$ 61,805.67	\$ 29.71	\$ 63,968.87
117	\$ 48,109.32	\$ 23.13	\$ 49,793.14	\$ 23.94	\$ 51,535.92	\$ 24.78	\$ 53,339.68	\$ 25.64	\$ 55,206.55	\$ 26.54	\$ 57,138.80	\$ 27.47	\$ 59,138.63	\$ 28.43	\$ 61,208.50	\$ 29.43	\$ 63,350.79	\$ 30.46	\$ 65,568.08
118	\$ 49,312.06	\$ 23.71	\$ 51,037.98	\$ 24.54	\$ 52,824.30	\$ 25.40	\$ 54,673.15	\$ 26.29	\$ 56,586.72	\$ 27.21	\$ 58,567.25	\$ 28.16	\$ 60,617.11	\$ 29.14	\$ 62,738.70	\$ 30.16	\$ 64,934.57	\$ 31.22	\$ 67,207.27
119	\$ 50,544.87	\$ 24.30	\$ 52,313.94	\$ 25.15	\$ 54,144.93	\$ 26.03	\$ 56,040.00	\$ 26.94	\$ 58,001.40	\$ 27.89	\$ 60,031.46	\$ 28.86	\$ 62,132.56	\$ 29.87	\$ 64,307.20	\$ 30.92	\$ 66,557.95	\$ 32.00	\$ 68,887.47
120	\$ 51,808.49	\$ 24.91	\$ 53,621.79	\$ 25.78	\$ 55,498.56	\$ 26.68	\$ 57,441.01	\$ 27.62	\$ 59,451.44	\$ 28.58	\$ 61,532.23	\$ 29.58	\$ 63,685.88	\$ 30.62	\$ 65,914.87	\$ 31.69	\$ 68,221.89	\$ 32.80	\$ 70,609.66
121	\$ 53,103.69	\$ 25.53	\$ 54,962.33	\$ 26.42	\$ 56,886.00	\$ 27.35	\$ 58,877.02	\$ 28.31	\$ 60,937.72	\$ 29.30	\$ 63,070.54	\$ 30.32	\$ 65,277.99	\$ 31.38	\$ 67,562.73	\$ 32.48	\$ 69,927.43	\$ 33.62	\$ 72,374.88
122	\$ 54,431.29	\$ 26.17	\$ 56,336.38	\$ 27.08	\$ 58,308.17	\$ 28.03	\$ 60,348.94	\$ 29.01	\$ 62,461.18	\$ 30.03	\$ 64,647.32	\$ 31.08	\$ 66,909.97	\$ 32.17	\$ 69,251.81	\$ 33.29	\$ 71,675.64	\$ 34.46	\$ 74,184.28
123	\$ 55,792.07	\$ 26.82	\$ 57,744.80	\$ 27.76	\$ 59,765.87	\$ 28.73	\$ 61,857.68	\$ 29.74	\$ 64,022.68	\$ 30.78	\$ 66,263.47	\$ 31.86	\$ 68,582.70	\$ 32.97	\$ 70,983.11	\$ 34.13	\$ 73,467.50	\$ 35.32	\$ 76,038.89
124	\$ 57,186.87	\$ 27.49	\$ 59,188.41	\$ 28.46	\$ 61,260.02	\$ 29.45	\$ 63,404.10	\$ 30.48	\$ 65,623.25	\$ 31.55	\$ 67,920.07	\$ 32.65	\$ 70,297.27	\$ 33.80	\$ 72,757.67	\$ 34.98	\$ 75,304.20	\$ 36.20	\$ 77,939.85
125	\$ 58,616.53	\$ 28.18	\$ 60,668.12	\$ 29.17	\$ 62,791.49	\$ 30.19	\$ 64,989.21	\$ 31.24	\$ 67,263.83	\$ 32.34	\$ 69,618.06	\$ 33.47	\$ 72,054.70	\$ 34.64	\$ 74,576.61	\$ 35.85	\$ 77,186.79	\$ 37.11	\$ 79,888.33
126	\$ 60,081.97	\$ 28.89	\$ 62,184.83	\$ 29.90	\$ 64,361.30	\$ 30.94	\$ 66,613.94	\$ 32.03	\$ 68,945.43	\$ 33.15	\$ 71,358.51	\$ 34.31	\$ 73,856.08	\$ 35.51	\$ 76,441.01	\$ 36.75	\$ 79,116.46	\$ 38.04	\$ 81,885.53
127	\$ 61,584.01	\$ 29.61	\$ 63,739.44	\$ 30.64	\$ 65,970.35	\$ 31.72	\$ 68,279.30	\$ 32.83	\$ 70,669.06	\$ 33.98	\$ 73,142.49	\$ 35.16	\$ 75,702.47	\$ 36.40	\$ 78,352.06	\$ 37.67	\$ 81,094.39	\$ 38.99	\$ 83,932.69
128	\$ 63,123.59	\$ 30.35	\$ 65,332.94	\$ 31.41	\$ 67,619.58	\$ 32.51	\$ 69,986.28	\$ 33.65	\$ 72,435.80	\$ 34.82	\$ 74,971.04	\$ 36.04	\$ 77,595.02	\$ 37.31	\$ 80,310.85	\$ 38.61	\$ 83,121.74	\$ 39.96	\$ 86,031.00
129	\$ 64,701.71	\$ 31.11	\$ 66,966.26	\$ 32.20	\$ 69,310.08	\$ 33.32	\$ 71,735.94	\$ 34.49	\$ 74,246.71	\$ 35.70	\$ 76,845.34	\$ 36.94	\$ 79,534.93	\$ 38.24	\$ 82,318.63	\$ 39.58	\$ 85,199.79	\$ 40.96	\$ 88,181.78
130	\$ 66,319.24	\$ 31.88	\$ 68,640.42	\$ 33.00	\$ 71,042.84	\$ 34.16	\$ 73,529.35	\$ 35.35	\$ 76,102.87	\$ 36.59	\$ 78,766.47	\$ 37.87	\$ 81,523.29	\$ 39.19	\$ 84,376.60	\$ 40.57	\$ 87,329.78	\$ 41.99	\$ 90,386.32
131	\$ 67,977.22	\$ 32.68	\$ 70,356.43	\$ 33.83	\$ 72,818.91	\$ 35.01	\$ 75,367.56	\$ 36.23	\$ 78,005.42	\$ 37.50	\$ 80,735.63	\$ 38.82	\$ 83,561.36	\$ 40.17	\$ 86,486.00	\$ 41.58	\$ 89,513.02	\$ 43.04	\$ 92,645.99
132	\$ 69,676.65	\$ 33.50	\$ 72,115.33	\$ 34.67	\$ 74,639.38	\$ 35.88	\$ 77,251.75	\$ 37.14	\$ 79,955.56	\$ 38.44	\$ 82,754.01	\$ 39.79	\$ 85,650.39	\$ 41.18	\$ 88,648.16	\$ 42.62	\$ 91,750.84	\$ 44.11	\$ 94,962.12
133	\$ 71,418.55	\$ 34.34	\$ 73,918.21	\$ 35.54	\$ 76,505.34	\$ 36.78	\$ 79,183.04	\$ 38.07	\$ 81,954.44	\$ 39.40	\$ 84,822.84	\$ 40.78	\$ 87,791.64	\$ 42.21	\$ 90,864.35	\$ 43.68	\$ 94,044.61	\$ 45.21	\$ 97,336.18
134	\$ 73,204.03	\$ 35.19	\$ 75,766.15	\$ 36.43	\$ 78,417.98	\$ 37.70	\$ 81,162.61	\$ 39.02	\$ 84,003.30	\$ 40.39	\$ 86,943.42	\$ 41.80	\$ 89,986.43	\$ 43.26	\$ 93,135.97	\$ 44.78	\$ 96,395.71	\$ 46.34	\$ 99,769.57
135	\$ 75,034.13	\$ 36.07	\$ 77,660.32	\$ 37.34	\$ 80,378.44	\$ 38.64	\$ 83,191.68	\$ 40.00	\$ 86,103.39	\$ 41.40	\$ 89,117.01	\$ 42.84	\$ 92,236.10	\$ 44.34	\$ 95,464.36	\$ 45.90	\$ 98,805.62	\$ 47.50	\$ 102,263.81
136	\$ 76,909.99	\$ 36.98	\$ 79,601.83	\$ 38.27	\$ 82,387.90	\$ 39.61	\$ 85,271.47	\$ 41.00	\$ 88,255.98	\$ 42.43	\$ 91,344.95	\$ 43.92	\$ 94,542.02	\$ 45.45	\$ 97,850.98	\$ 47.04	\$ 101,275.77	\$ 48.69	\$ 104,820.42
137	\$ 78,832.74	\$ 37.90	\$ 81,591.90	\$ 39.23	\$ 84,447.60	\$ 40.60	\$ 87,403.27	\$ 42.02	\$ 90,462.38	\$ 43.49	\$ 93,628.56	\$ 45.01	\$ 96,905.56	\$ 46.59	\$ 100,297.25	\$ 48.22	\$ 103,807.65	\$ 49.91	\$ 107,440.94
138	\$ 80,803.56	\$ 38.85	\$ 83,631.68	\$ 40.21	\$ 86,558.78	\$ 41.61	\$ 89,588.35	\$ 43.07	\$ 92,723.94	\$ 44.58	\$ 95,969.28	\$ 46.14	\$ 99,328.20	\$ 47.75	\$ 102,804.70	\$ 49.43	\$ 106,402.86	\$ 51.16	\$ 110,126.95
139	\$ 82,823.66	\$ 39.82	\$ 85,722.47	\$ 41.21	\$ 88,722.77	\$ 42.66	\$ 91,828.06	\$ 44.15	\$ 95,042.05	\$ 45.69	\$ 98,368.51	\$ 47.29	\$ 101,811.41	\$ 48.95	\$ 105,374.80	\$ 50.66	\$ 109,062.94	\$ 52.43	\$ 112,880.15
140	\$ 84,894.26	\$ 40.81	\$ 87,865.54	\$ 42.24	\$ 90,940.83	\$ 43.72	\$ 94,123.76	\$ 45.25	\$ 97,418.11	\$ 46.84	\$ 100,827.74	\$ 48.47	\$ 104,356.72	\$ 50.17	\$ 108,009.19	\$ 51.93	\$ 111,789.53	\$ 53.74	\$ 115,702.15
141	\$ 87,016.59	\$ 41.83	\$ 90,062.18	\$ 43.30	\$ 93,214.34	\$ 44.81	\$ 96,476.85	\$ 46.38	\$ 99,853.55	\$ 48.01	\$ 103,348.42	\$ 49.69	\$ 106,965.60	\$ 51.43	\$ 110,709.40	\$ 53.23	\$ 114,584.24	\$ 55.09	\$ 118,594.70
142	\$ 89,192.02	\$ 42.88	\$ 92,313.73	\$ 44.38	\$ 95,544.71	\$ 45.93	\$ 98,888.78	\$ 47.54	\$ 102,349.89	\$ 49.21	\$ 105,932.14	\$ 50.93	\$ 109,639.75	\$ 52.71	\$ 113,477.15	\$ 54.56	\$ 117,448.85	\$ 56.47	\$ 121,559.55
143	\$ 91,421.82	\$ 43.95	\$ 94,621.58	\$ 45.49	\$ 97,933.34	\$ 47.08	\$ 101,361.01	\$ 48.73	\$ 104,908.63	\$ 50.44	\$ 108,580.45	\$ 52.20	\$ 112,380.75	\$ 54.03	\$ 116,314.07	\$ 55.92	\$ 120,385.08	\$ 57.88	\$ 124,598.55
144	\$ 93,707.36	\$ 45.05	\$ 96,987.14	\$ 46.63	\$ 100,381.67	\$ 48.26	\$ 103,895.04	\$ 49.95	\$ 107,531.36	\$ 51.70	\$ 111,294.96	\$ 53.51	\$ 115,190.30	\$ 55.38	\$ 119,221.95	\$ 57.32	\$ 123,394.71	\$ 59.32	\$ 127,713.53
145	\$ 96,050.04	\$ 46.18	\$ 99,411.80	\$ 47.79	\$ 102,891.19	\$ 49.47	\$ 106,492.41	\$ 51.20	\$ 110,219.62	\$ 52.99	\$ 114,077.33	\$ 54.84	\$ 118,070.02	\$ 56.76	\$ 122,202.47	\$ 58.75	\$ 126,479.56	\$ 60.81	\$ 130,906.35
146	\$ 98,451.31	\$ 47.33	\$ 101,897.09	\$ 48.99	\$ 105,463.49	\$ 50.70	\$ 109,154.71	\$ 52.48	\$ 112,975.13	\$ 54.31	\$ 116,929.26	\$ 56.22	\$ 121,021.80	\$ 58.18	\$ 125,257.55	\$ 60.22	\$ 129,641.56	\$ 62.33	\$ 134,179.01
147	\$ 100,912.59	\$ 48.52	\$ 104,444.51	\$ 50.21	\$ 108,100.07	\$ 51.97	\$ 111,883.59	\$ 53.79	\$ 115,799.50	\$ 55.67	\$ 119,852.49	\$ 57.62	\$ 124,047.33	\$ 59.64	\$ 128,388.97	\$ 61.73	\$ 132,882.59	\$ 63.89	\$ 137,533.50
148	\$ 103,435.37	\$ 49.73	\$ 107,055.64	\$ 51.47	\$ 110,802.58	\$ 53.27	\$ 114,680.66	\$ 55.13	\$ 118,694.48	\$ 57.06	\$ 122,848.78	\$ 59.06	\$ 127,148.51	\$ 61.13	\$ 131,598.69	\$ 63.27	\$ 136,204.66	\$ 65.48	\$ 140,971.81
149	\$ 106,021.28	\$ 50.97	\$ 109,732.04	\$ 52.76	\$ 113,572.64	\$ 54.60	\$ 117,547.70	\$ 56.51	\$ 121,661.87	\$ 58.49	\$ 125,920.03	\$ 60.54	\$ 130,327.24	\$ 62.66	\$ 134,888.69	\$ 64.85	\$ 139,609.79	\$ 67.12	\$ 144,496.13
150	\$ 108,671.80	\$ 52.25	\$ 112,475.34	\$ 54.07	\$ 116,411.97	\$ 55.97	\$ 120,486.39	\$ 57.93	\$ 124,703.39	\$ 59.95	\$ 129,068.03	\$ 62.05	\$ 133,585.39	\$ 64.22	\$ 138,260.90	\$ 66.47	\$ 143,100.03	\$ 68.80	\$ 148,108.53
151	\$ 111,388.61	\$ 53.55	\$ 115,287.22	\$ 55.43	\$ 119,322.28	\$ 57.37	\$ 123,498.55	\$ 59.37	\$ 127,821.01	\$ 61.45	\$ 132,294.72	\$ 63.60	\$ 136,925.06	\$ 65.83	\$ 141,717.42	\$ 68.13	\$ 146,677.53	\$ 70.52	\$ 151,811.25
152	\$ 114,173.32	\$ 54.89	\$ 118,169.39	\$ 56.81	\$ 122,305.32	\$ 58.80	\$ 126,586.03	\$ 60.86	\$ 131,016.52	\$ 62.99	\$ 135,602.09	\$ 65.19	\$ 140,348.16	\$ 67.48	\$ 145,260.36	\$ 69.84	\$ 150,344.47	\$ 72.28	\$ 155,606.52
153	\$ 117,027.67	\$ 56.26	\$ 121,123.63	\$ 58.23	\$ 125,362.96	\$ 60.27	\$ 129,750.65	\$ 62.38	\$ 134,291.92	\$ 64.56	\$ 138,992.15	\$ 66.82	\$ 143,856.88	\$ 69.16	\$ 148,891.87	\$ 71.58	\$ 154,103.08	\$ 74.09	\$ 159,496.70
154	\$ 119,953.35	\$ 57.67	\$ 124,151.72	\$ 59.69	\$ 128,497.03	\$ 61.78	\$ 132,994.41	\$ 63.94	\$ 137,649.23	\$ 66.18	\$ 142,466.95	\$ 68.49	\$ 147,453.28	\$ 70.89	\$ 152,614.13	\$ 73.37	\$ 157,955.65	\$ 75.94	\$ 163,484.10
155	\$ 122,952.18	\$ 59.11	\$ 127,255.51	\$ 61.18	\$ 131,709.46	\$ 63.32	\$ 136,319.27	\$ 65.54	\$ 141,090.45	\$ 67.83	\$ 146,028.63	\$ 70.21	\$ 151,139.63	\$ 72.66	\$ 156,429.52	\$ 75.21	\$ 161,904.54	\$ 77.84	\$ 167,571.20
156	\$ 126,026.00	\$ 60.59	\$ 130,436.91	\$ 62.71															

RESOLUTION NO. 24-739

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 245.045 FOR APPOINTED OFFICIALS.

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

WHEREAS, for the purposes of NRS 245.045, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed and non-represented County employees by the enactment of a resolution.

WHEREAS, the salaries of all appointed officials and non-represented county employees, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule A for appointed officials and non-represented employees of the county and General Salary Schedule B for intermittent/less than parttime employees of the county.

WHEREAS, the General Salary Schedule step and grade ranges (Schedules A and B) will be consistent with the AFSCME general employees salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county's classification plan.

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2024-25 fiscal period:

Position	Salary Grade
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Administrative Officer	Grade 140
Assistant Sheriff	Grade 144
Automotive/Equipment Manager	Grade 133
Bailiff/Court Services Officer	Grade 124
Buildings and Grounds Manager	Grade 133
Building Official	Grade 144
Business Development Officer	Grade 140
Chief Deputy District Attorney	Grade 153
Code Enforcement Officer	Grade 124
Community Development Director	Grade 152
Community Services Coordinator	Grade 130
Comptroller	Grade 154
Cook	Grade 115
Corrections Officer	Grade 117
County Manager	Grade 161

Culinary Coordinator	Grade 119
Cyber Security Officer	Grade 133
Deputy District Attorney	Grade 152
Dispatch Manager	Grade 140
Emergency Management Director	Grade 144
Events and Assistant Tourism Director	Grade 140
Event and Site Manager	Grade 124
Grants Manager	Grade 135
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Kitchen Aide	Grade 110
Management Analyst	Grade 131
Meals on Wheels Coordinator	Grade 110
Planning Manager	Grade 144
Program Coordinator (Senior Services)	Grade 113
Public Relations Officer	Grade 124
Public Works Director	Grade 152
Roads Manager	Grade 133
Network Security Administrator	Grade 140
Senior Center Site Manager	Grade 119
Senior Planner	Grade 140
Senior Services Director	Grade 144
Tourism Director	Grade 152
Undersheriff	Grade 148

WHEREAS, the salary grade and step range of casual intermittent less-than part-time positions in the General Salary Schedule B shall be as follows for the 2024-25 fiscal period:

IPT Administrative Assistant I	Grade 110
IPT Administrative Assistant II	Grade 116
IPT Evidence Custodian	Grade 115
IPT Facilities Maintenance Worker	Grade 110
IPT Homemaker	Grade 110
IPT Inmate Work Crew Coordinator	Grade 117
IPT Lifeguard	Grade 100
IPT Maintenance Worker/Heavy Equipment Operator	Grade 118
IPT Park Maintenance Worker	Grade 105
IPT Pool Maintenance Worker	Grade 110
IPT Pool Supervisor	Grade 108
IPT Program Coordinator (Senior Services)	Grade 104
IPT Road Worker	Grade 110
IPT Volunteer Coordinator (Sheriff Office)	Grade 117
IPT Tourism Assistant	Grade 110

IPT Tourism Transportation Driver	Grade 110
IPT Transportation Driver	Grade 110
IPT Visitor Liaison	Grade 110

WHEREAS, the salary grade and step range of casual, intermittent, less-than part-time Deputy Sheriff positions shall be as outlined in Appendix A of the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO) for the 2024-25 fiscal period.

WHEREAS, the flat-rate salaries for the positions below shall be set by the Storey County Board of Commissioners as follows:

Government Affairs Director	\$30,000 (salary split 50/50 with SCSD)
Justice of the Peace	\$ 89,500

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners for elected positions as follows:

Assessor	\$71,361
Commissioners	\$30,806.31
Clerk/Treasurer	\$71,361
District Attorney	\$122,678
Recorder	\$71,361
Sheriff	\$96,937

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1) and will be so reflected on Salary Schedule A. Salary Schedule B and casual, intermittent, less than part-time Deputy Sheriffs will not be impacted by any changes in PERS contributions.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 24-739 providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 1st day of July 2024.

PROPOSED AND ADOPTED this 2nd day of July 2024.

THOSE VOTING AYE:

Carmona

Gilman

Mitchell

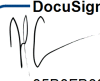
THOSE VOTING NAY:

-

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS:

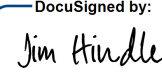
DocuSigned by:



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Jay Carmona, Chairman


DocuSigned by:



83268350CF8841C...

ATTEST:

CLERK TO THE BOARD

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 7/16/2024 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. Americom Technology LLC – Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc. – Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry – Contractor / 573 E. Second St. ~ Reno, NV
- D. NRD Nevada Roofing Division LLC – Contractor / 1277 W. 7th St. Ste. 9 ~ Reno, NV
- E. Outpost Coffee – General / 5 N. C St. ~ Virginia City, NV
- F. Pinyon Farm & Nursery LLC – Home Based / 2431 Grizzley Rd. ~ Reno, NV
- G. Plumbing NV LLC – Contractor / 1125 Broadview Ct. ~ Reno, NV
- H. Pulido & Sons Construction – Contractor / 2575 Muddy Rd. ~ Winnemucca, NV
- I. Rainbow Sounds USA – Out of County / 5421 Kietzke Ln. Ste 100 ~ Reno, NV
- J. Stericycle Inc. – General / 1655 Milan ~ McCarran, NV
- K. Terracon Consultants Inc. – Professional / 16841 S. Ridgeview Rd. ~ Olathe, KS
- L. Tesla Inc. – General / 450 Pittsburgh ~ McCarran, NV
- M. Trojan Wall Products – Contractor / 2219 Grand Ave. ~ Sacramento, CA

- **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 new business 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

July 08, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 16, 2024**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Americom Technology LLC** – Contractor / 5305 W. 2400 S. England Ct. ~ West Valley City, UT
- B. K7 Construction Inc.** – Contractor / 5985 Home Gardens Dr. Unit D ~ Reno, NV
- C. LC Paint, Drywall & Carpentry** – Contractor / 573 E. Second St. ~ Reno, NV
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Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office