



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

10/01/2024 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

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

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 Health and Community Services Board, 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 per individual.

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 October 1, 2024, meeting.

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

Consideration and possible approval of the minutes from the September 17, 2024, meeting.

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

- I For possible action, approval of business license first readings:
 - A. Concrete Works LLC – Contractor / 11670 Oregon Blvd. ~ Reno, NV
 - B. D.C. Randall Corporation – Contractor / 551 White Eagle Ln. ~ Fernley, NV
 - C. Del Sol Energy of Nevada Inc – Contractor / 124 Ridge St. Ste. D ~ Reno, NV
 - D. DK Survey Inc. – Out of County / 2035 Woodhaven Ln. ~ Sparks, NV
 - E. Hinoke Poke – Out of County / 7500 Rancharra Pkwy Ste. 110 ~ Reno, NV
 - F. NV Mobile Tire LLC – Out of County / 10300 Silver Spur Dr. ~ Reno, NV
 - G. Steven Curtiss – Contractor / 447 Brock Way ~ Grantsville, UT
- II Possible approval amending the list of county appointments to serve on state, county, and regional boards and committees for the 2024 calendar year by updating the Safety Committee chair and representative on the Western Nevada Development District.
- III Consideration and Possible Approval of Grant of Easement file 2024-049 from Storey County to NV Energy for communication and electric facilities within the Waltham Way Right-of-Way, in McCarran, Storey County, Nevada.
- IV Consideration and Possible Approval of Grant of Easement file 2024-050 from Storey County to NV Energy for communication and electric facilities within a portion of Germany Circle, APN 005-061-51, parcel 2017-27, owned by Storey County, located in McCarran, Storey County, Nevada.

- V Consideration and Possible Approval of Grant of Easement file 2024-054 from Storey County to NV Energy for Utility Facilities within assessor's parcel number 001-135-06 (Fairgrounds), located in Virginia City, Storey County, NV as described in the attached Request for Grant of Easement from NV Energy for the installation of electrical utilities to provide power to the Fairgrounds as part of the Fairgrounds Improvements Project.

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

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

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

Consideration and possible approval of Resolution No. 24-749, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Civil/Records Division Manager, grade 130, for the Sheriff's Office.

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

Consideration and possible approval to authorize the County Manager to approve and sign a contract between Storey County and Cintas Corporation No. 2, doing business as Cintas First Aid & Safety. Under this contract, Cintas will supply Storey County with Automatic External Defibrillators, along with related products and services, at a monthly rate of \$1,512, totaling no more than \$18,144 per year for three years.

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

2024-045 Special Use Permit request to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.

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

2024-053 A Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.

14. **RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSING BOARD**

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

For consideration and possible approval of the First reading for On-Sale Liquor License. Applicant is Mandeep Kaur, Roots Indian Restaurant & Bar, 420 USA Pkwy, Mc Carran, NV.

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

For consideration and possible approval of the Second Reading for On-Sale Liquor License. Applicant is Edward Lee Feriance, Champagne & Chocolate located at 5 North C Street, Virginia City, NV 89440.

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

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

To approve a contract for design services from Tectonics Design Group for preliminary architectural design to support the development of plans for the addition to Fire Station 71 in Virginia City and to authorize the County Manager to sign the contract in an amount not to exceed \$39,000.00.

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

In accordance with land appraisal and acceptance of conditional offer of purchase, consideration and possible approval opening escrow, completing title search, and after determination of clean title, purchasing vacant land located at 935 State Route 341 (Truck Route) APN 002.023.08 Virginia City, Storey County, Nevada, for the appraised value of \$41,000 to facilitate improved access to the county jail facility.

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

For consideration and possible approval of business license second readings:

- A. Blue Collar Vending – Out of County / 1160 Damonte Ranch Parkway # 2168 ~ Reno, NV
- B. Capriotti's Sandwich Shop – Out of County / 6056 S. Durango Dr. Ste. 100 ~ Las Vegas, NV
- C. Classic Finishes LLC – Contractor / 708 University Way Ste. 300 ~ Reno, NV
- D. Clint Jensen Construction LLC – Contractor / 623 Windmill Dr. ~ Fallon, NV
- E. Delta Saloon Gift – General / 18 S. C St. ~ Virginia City, NV
- F. Fiber Telecom NV LLC – Contractor / 1580 Kleppe Ln. ~ Sparks, NV

- G. Five Acre Construction Inc. – Contractor / 4205 Slide Mountain ~ Reno, NV
- H. Flodraulic Group Inc. – Out of County / 8510 Breen Rd. ~ Houston, TX
- I. Jamyta Home Improvement LLC – Contractor / 1930 Sweetgrass ~ Reno, NV
- J. J.S. Services LLC – Home Based / 21875 Adobe Rd. ~ Reno, NV
- K. Kingsland Properties, LLC – Out of County / 852 Marion Way ~ Gardnerville, NV
- L. Lexicon Inc. – Contractor / 8900 Fourche Dam Pike ~ Little Rock, AR
- M. Mills Roofing Inc. – Contractor / 57 Coney Island Dr. ~ Sparks, NV
- N. My TRI Suites – General / 1103 Venice Dr. ~ McCarran, NV
- O. Northwoods Construction – Contractor / 1617 C St. ~ Sparks, NV
- P. Taurus Construction – Contractor / 1529 Greg St. ~ Sparks, NV

21. **RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD**

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

Report of Public Works Department regarding roads and highways throughout Storey County.

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

24. **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 9/26/2024; 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: 10/1/2024 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 October 1, 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: 10/1/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the September 17, 2024, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 7758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

9/17/2024 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call

√ Commission Chairman Jay Carmona, √ Commission Vice-Chair Clay Mitchell,
√ Commissioner Lance Gilman, □ District Attorney Anne Langer, √ Clerk & Treasurer Jim Hindle,
√ County Manager Austin Osborne, √ Deputy District Attorney Brian Brown

□ Assessor Jana Seddon
□ Justice of the Peace Eileen Herrington
□ Recorder Dru McPherson
√ Sheriff Mike Cullen
□ Business Development Manager Lara Mather
√ Comptroller Jennifer McCain
√ Community Development Director Pete Renaud
√ Emergency Management Director Adam Wilson
√ Fire Chief Jeremy Loncar
√ Grants Manager Sara Sturtz

√ Health & Community Services Director Stacy York
√ Human Resources Director Brandie Lopez
□ IT Director James Deane
√ Operations and Project Manager Mike Northan
√ Planning Manager Kathy Canfield
□ Public Works Director Jason Wierzbicki
√ Public Relations Officer Julia Moreno-Fritz
□ Tourism Director Todd Tuttle
Other:
√ Community Chest Executive Director Erik Shoen

Total Attendance: 46

In-Person: 20

Zoom: 26

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

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

2. CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (No Action): None

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the September 17, 2024, meeting.

County Manager Austin Osborne requested that Item #17 be removed from the agenda.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda removing Item 17 from that agenda. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

6. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the July 16, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to the minutes from our July 16, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

7. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the August 6, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from our August 6, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

8. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the August 20, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from the August 20, 2024, meeting as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

9. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the September 3, 2024, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from the Sept. 3, 2024, minutes as presented. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

10. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Capriotti's Sandwich Shop – Out of County / 6056 S. Durango Dr. Ste. 100 ~ Las Vegas, NV
- B. Clint Jensen Construction LLC – Contractor / 623 Windmill Dr. ~ Fallon, NV
- C. Delta Saloon Gift – General / 18 S. C St. ~ Virginia City, NV
- D. J.S. Services LLC – Home Based / 21875 Adobe Rd. ~ Reno, NV
- E. My TRI Suites – General / 1103 Venice Dr. ~ McCarran, NV
- F. Northwoods Construction – Contractor / 1617 C St. ~ Sparks, NV

II. Approval of claims in the amount of \$1,596,624.15.

Public Comment: None

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

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

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

Sheriff's Office

- Sheriff Mike Cullen said at 5 a.m. the turnover from J-Link to the Nevada Criminal Justice Information System. This will improve service to the public. The Sheriff thanked Dispatch and IT for their work.
- The new Sheriff's Office App is now available at the Google App Store.

Fire District

- Chief Jeremy Loncar said on Sept. 3, there was a fire down Six Mile Canyon, which burned two acres though it could have been more if not for the quick action of fire crews.
- Highlands Volunteer Fire Chief Jeff Goldsworthy said the spaghetti feed was a success.
- Storey County staff were at the Davis Creek Fire for its entirety, using an engine, dozer and excavator. The dozer was used extensively, and the district is looking for replacement options, as it is ageing rapidly with use. The dozer is in high demand by our regional partners.
- Three firefighters were offered positions. Increased staffing is sought and may impact the budget.

Public Works

- Operations and Projects Manager Mike Northan said spot paving and slurry sealing in Virginia City will be going on this week.
- The Lousetown Road Project is virtually complete.
- The Road Rehab Project is in engineering design,

Public Relations

- Public Information Officer Julia Moreno-Fritz said she has created a metrics sheet that tracks engagement, reach, demographics, active times, sentiment, and media coverage from the beginning of August to date. This will help us understand what works and what doesn't, allowing Public Information to tailor our posts for maximum visibility and engagement.
- Total social media presence has grown significantly across Facebook, Twitter, and Instagram, with followers increasing by over 200 and overall engagement rates rising from an average of 2.3% to 9.3%.
- Regarding media coverage, during the Davis Creek Fire, our social media and press releases were quoted by six local news stations and six national chains, including outlets from Oklahoma and Wisconsin.

Planning Department

- Planning Manager Kathy Canfield said that two Planning Commission meetings, Oct. 3 and Oct. 17, will include discussions of the Master Plan. The meetings will be held in the courtroom and on Zoom.
- The Planning Commission is looking to fill new vacancy for an at-large planning commissioner.

Emergency Management

- Director Adam Wilson said that through the Davis Creek Fire staff ran 24/7 operations and fielded many questions. The notification system worked well.

Health and Community Services

- Director Stacy York said the annual Community Resource Fair will be at Piper's Opera House on Oct. 2, from 2-6 p.m. There will be a flu shot clinic during the fair.
- The schedule for flu shots is:
 - VC Highlands – September 18: 4:30 – 6:30pm
 - Lockwood – September 19: 9:00 – 11:00am
 - Mark Twain – September 25: 9:00 – 11:00am
 - VC Pipers Opera House – October 2: 2:00 – 3:00 pm
 - Mark Twain – October 11: 10:00am – 12:00pm

County Manager's Office

- County Manager Austin Osborne said the Washoe County land across the river from Rainbow Bend that Storey is interested in acquiring is in the appeal process in Washoe County. When that is finished, discussions on transferring that land from Washoe to Storey jurisdiction can occur.
- The County is reopening the Strategic Plan internally to revisit it and compare it to the CIP.

Clerk & Treasurer's Office

- Elections analyst Mark Allen said election preparation is in full swing. Overseas ballots go out on Friday, then Out- and In-State ballots will drop by Sept. 26. Testing of the new system is ongoing in preparation of its first use in the General Election.
- Clerk-Treasurer Jim Hindle recognized Mr. Allens' efforts on the new system to make the sure the County is prepared for its use, as well as his valuable support to other counties.
- There is a jury trial next week in Carson City
- The Second installment of property taxes are due October 7th.

Community Chest

- Erik Schoen, director of Community Chest, will be at the Nevada Rural Communities Summit Oct. 28-29 (see Appendix for attachment), focusing on affordable housing, mental health and food insecurity. He said Stacy York will be a workshop presenter.

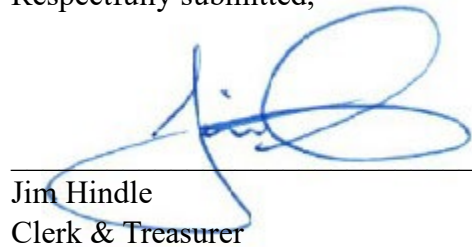
VCTC

- Assistant Director Leah Kruse said Camel Races had some sold-out shows even considering the impact of the Davis Creek Fire.
- This weekend is the 100-mile Endurance Ride.
- The Fourth Ward School is having a film festival on Sept. 21.
- Street Vibrations will be from Sept. 26-29.
- Outhouse Races are from Oct. 5-6.
- The Reno-Tahoe Comedy Show will have a mentalist at Piper's Opera House.
- "Hauntober" will feature haunted hayrides and horseless carriage rides. Check the event calendar at www.visitvirginiacitynv.com.

The meeting was adjourned by Commissioner Mitchell at 11:08 due to technical problems with Zoom which meant the participation of Commissioners Carmona and Gilman was lost and, therefore, also quorum.

Remaining items on the agenda for September 17th will be considered at a future meeting as appropriate.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer

Appendix
to the Minutes of September 17th, 2024

INVITATION

 **Monday, Oct. 28 | 1:00 PM - 4:30 PM (PDT)**
Tuesday, Oct. 29 | 9:00 AM - 4:00 PM (PDT)

NEVADA RURAL COMMUNITIES SUMMIT:

How Providers in Rural Nevada are Increasing Community Resilience

 **Churchill County Fairgrounds, Rafter 3c Arena**
227 Sheckler Road, Fallon, Nevada 89406

The Nevada Community Action Association in partnership with the Administration for Children and Families (ACF), will convene community action, state, tribal, and federal partners, and others who are passionate about rural Nevada. The purpose of the summit is to highlight the ingenuity, partnerships, and dedication of the work that is already happening in rural communities, solicit community input, build new partnerships, and identify opportunities through education and policy development to continue to address rural community need in Nevada.

Please register [here](#).

Hosted by:

 **Nevada
Community Action
Association**



ADMINISTRATION FOR
CHILDREN & FAMILIES



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/1/2024 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. Concrete Works LLC – Contractor / 11670 Oregon Blvd. ~ Reno, NV
 - B. D.C. Randall Corporation – Contractor / 551 White Eagle Ln. ~ Fernley, NV
 - C. Del Sol Energy of Nevada Inc – Contractor / 124 Ridge St. Ste. D ~ Reno, NV
 - D. DK Survey Inc. – Out of County / 2035 Woodhaven Ln. ~ Sparks, NV
 - E. Hinoke Poke – Out of County / 7500 Rancharra Pkwy Ste. 110 ~ Reno, NV
 - F. NV Mobile Tire LLC – Out of County / 10300 Silver Spur Dr. ~ Reno, NV
 - G. Steven Curtiss – Contractor / 447 Brock Way ~ Grantsville, UT
- **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:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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Storey County Community Development



110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Jim Hindle, Clerk's office
Austin Osborne, County Manager

September 23, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 1, 2024**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Concrete Works LLC** – Contractor / 11670 Oregon Blvd. ~ Reno, NV
- B. D.C. Randall Corporation** – Contractor / 551 White Eagle Ln. ~ Fernley, NV
- C. Del Sol Energy of Nevada Inc** – Contractor / 124 Ridge St. Ste. D ~ Reno, NV
- D. DK Survey Inc.** – Out of County / 2035 Woodhaven Ln. ~ Sparks, NV
- E. Hinoke Poke** – Out of County / 7500 Rancharra Pkwy Ste. 110 ~ Reno, NV
- F. NV Mobile Tire LLC** – Out of County / 10300 Silver Spur Dr. ~ Reno, NV
- G. Steven Curtiss** – Contractor / 447 Brock Way ~ Grantsville, UT

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 20 min.

Agenda Item Type: Consent Agenda

- **Title:** Possible approval amending the list of county appointments to serve on state, county, and regional boards and committees for the 2024 calendar year by updating the Safety Committee chair and representative on the Western Nevada Development District.
- **Recommended motion:** I (commissioner) motion to approve the list of appointments recommended by staff in the enclosure herewith to serve on state, county, and regional boards and committees for the 2024 calendar year.

- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 7758470968

- **Staff Summary:** The attached list indicates the recommended changes to the list of appointments.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:**
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**List of Storey County Board and Committee Appointments for 2024
Amended September 17, 2024**

1. Legislative Representative – Clay Mitchell, Jay Carmona, and Austin Osborne, including department heads, elected officials, lobbyists, and staff as needed.
2. Nevada-NACO – Jay Carmona with Lance Gilman as alternate.
3. Nevadaworks – Lance Gilman with Lara Mather as alternate
4. Friends of Storey County Senior Center Board – Lance Gilman
5. Storey County Safety Committee Chair – [Bryan Sandoval](#)
6. Comstock Cemetery Foundation Board – Caitlin Best
7. Carson Water Subconservancy District – Jim Hindle with Austin Osborne as alternate
8. State Land Use Planning Advisory Council (SLUPAC) – Kathy Canfield
9. Natural Resources Conservation Services (NRCS/USDA) – Kathy Canfield
10. Washoe-Storey Conservation District – Kathy Canfield
11. Truckee River Flood Management Authority, Technical Advisory Committee – Lance Gilman with Kathy Canfield as alternate
12. Comstock Historic District Commission – Clay Mitchell
13. Nevada Commission for the Reconstruction of the V&T Railway – Clay Mitchell
14. Saint Mary’s Art Center – Jay Carmona
15. Historic Fourth Ward School and Museum Board – Clay Mitchell
16. Economic Development Authority of Western Nevada (EDAWN) – Austin Osborne
17. Western Nevada Development District (WNDD) (Elected official seat) – Clay Mitchell
18. Western Nevada Development District (WNDD) (Appointed official seat) – [Sara Sturtz](#)
19. Nevada Governor’s Workforce Development Board (Rural representative) – Lara Mather
20. Northern Nevada Development Authority (NNDA) (elected official seat) – Clay Mitchell
21. Northern Nevada Development Authority (NNDA) (appointed official seat) – Lara Mather
22. Northern Nevada Transportation Management Association – Lara Mather
23. Storey County Wildlife Advisory Board – Rob DuFresne, Greg Hess Sr., Greg “Bum” Hess, Casey Kelly, and Todd Hess.
24. Virginia City Tourism Commission: Paul Hoyle, hotel representative; Deborah Haward, at-large representative, 1-year term*; Gretchen Lavach, business district merchant representative, 1-year term*; A. Perry, motel representative; and Jay Carmona, county commission representative.

Notes:

1. Friends of Storey County Senior Center, a non-profit 501(C)(3), will accompany and provide grant assistance and other support to Storey County Senior Services.
2. Before a County Manager position was created in Storey County, the board members would oversee certain departments of the county directly. This oversight may no longer be necessary with a County Manager now overseeing all appointed departments, and, therefore, a board member representative for Public Works is not assigned at this time. Also, the Fire District is overseen by the Fire District Chief, and that appointed Chief is overseen by the Fire District Board. Therefore, the same applies to the Fire District list.
3. *Two seats will be considered for a 1-year term for the purpose of creating staggered board terms. These positions will be considered by the Storey County Commissioners at the first board meeting in 2025 for appointment to 2-year terms.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and Possible Approval of Grant of Easement file 2024-049 from Storey County to NV Energy for communication and electric facilities within the Waltham Way Right-of-Way, in McCarran, Storey County, Nevada.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve Grant of Easement file 2024-049 from Storey County to NV Energy for communication and electric facilities within the Waltham Way Right-of-Way, in McCarran, Storey County, Nevada.

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 7758471144

- **Staff Summary:** See Easement document attached
- **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

Location: WALTHAM WAY

The undersigned hereby affirms that
this document, including any exhibits
hereby submitted for recording does
not contain the personal information
of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

STOREY COUNTY, a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. To construct, operate, add to, modify, maintain, replace and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixture, apparatus, and improvements ("**Utility Facilities**"), and service boxes/meter panels, cabinets, bollards and other equipment, fixtures, apparatus, and improvements ("**Additional Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

Location: WALTHAM WAY
RW# 0836-2024
Proj. # 3010978001
Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC
GOE_DESIGN_OH_UG

3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently construction, operating, adding to, maintain, or removing the Utility Facilities and/or the Additional Utility Facilities, to any tangible, personally property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above so long as it exercises its rights in a prudent and non-negligent manner.

Grantee shall bear the entire cost and expense of installing and maintaining said Utility Facilities and Additional Utility Facilities in said Easement Area.

Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

Grantee shall coordinate initial construction and/or maintenance with any existing lessees/occupants of the real property and shall use its best efforts not to unreasonably interfere with use/access of such lessees/occupants in the course of its construction and/or maintenance.

Grantee agrees that no assessments will be levied against the property of Grantor to defray any part of the expense incurred in connection with any construction in the Easement Area.

Grantee agrees to investigate, release, defend, indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney's fees, for loss of or damage to property for injuries to or death of persons arising out of the construction, reconstruction, maintenance, presence in, or use of the Easement Area by Grantee, its employees, agents, licensees, invitees, successors or assigns.

Grantee shall fully pay for all materials installed in the Easement Area and shall pay in full all persons who perform labor thereupon. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the property for any work done or materials furnished thereon at Grantee's request.

Location: WALTHAM WAY

RW# 0836-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

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 consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

(signatures on next page)

Location: WALTHAM WAY

RW# 0836-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

**Accepted for the County of Storey,
by the Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

Sierra Pacific Power Company

By: _____

Name: William Kruger

Title: Manager Land Resources

Date: _____

(acknowledgements on next page)

Location: WALTHAM WAY

RW# 0836-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this ____ day of _____, 2024
by William Kruger as Manager, Land Resources of Sierra Pacific Power
Company d/b/a NV Energy.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

This instrument was acknowledged before me this ____ day of _____, 2024,
by _____ as _____
of the BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY, a political subdivision
of the State of Nevada.

Notary Public

Location: WALTHAM WAY
RW# 0836-2024
Proj. # 3010978001
Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC
GOE_DESIGN_OH_UG



Fallon
275 W. Williams Ave
Fallon, Nevada 89406
775.423.2188

July 29, 2024
Job No. 11374.000

EXHIBIT "A"

EASEMENT

All that certain easement situate within a portions of the Section Thirty-Two (32), Section Thirty-Three (33) and Section Thirty-Four (34), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, being portions of Waltham Way as described in Quitclaim Deed of Dedication Document No. 89412, Quitclaim Deed of Dedication Document No. 78479, Quitclaim Deed of Dedication Document No. 87958, Quitclaim Deed of Dedication Document No. 97738 and Quitclaim Deed of Dedication Document No. 97737 all filed in the Official Records of Storey County, Nevada, said easement being more particularly described as follows:

COMMENCING at the southeast corner of said Section 32;

THENCE North 29°15'27" West, 2642.10 feet to the POINT OF BEGINNING, said point being on the southerly right-of-way line of Waltham Way as described in said Quitclaim Deed of Dedication Document No. 89412;

THENCE From the POINT OF BEGINNING, leaving said southerly right-of-way line, North 16°23'39" West, 80.00 feet to the northerly right-of-way line of said Waltham Way, also being the beginning of a non-tangent curve to the right, from which the radius bears South 16°23'39" East;

Thence along said northerly right-of-way line, the following twenty-three (23) courses and distances:

- 1) 112.97 feet along the arc of a 1500.00 foot radius curve, through a central angle of 04°18'55";
- 2) North 77°55'16" East, 328.30 feet to the beginning of a curve to the left;
- 3) 61.41 feet along the arc of a 1500.00 foot radius curve, through a central angle of 02°20'45";
- 4) North 75°34'31" East, 684.85 feet to the beginning of a curve to the right;
- 5) 325.54 feet along the arc of a 1240.00 foot radius curve, through a central angle of 15°02'31";
- 6) South 89°22'58" East, 1125.39 feet to the beginning of a curve to the left;
- 7) 228.91 feet along the arc of a 160.00 foot radius curve, through a central angle of 81°58'21" to a point of reverse curvature;
- 8) 619.98 feet along the arc of a 490.00 foot curve to the right, through a central angle of 72°29'39";
- 9) North 81°08'19" East, 1473.99 feet to the beginning of a curve to the right;

- 10) 428.32 feet along the arc of a 1040.00 foot radius curve, through a central angle of 23°35'50";
- 11) South 75°15'51" East, 217.89 feet to the beginning of a curve to the left;
- 12) 79.91 feet along the arc of a 880.00 foot radius curve, through a central angle of 05°12'10";
- 13) South 80°28'01" East, 314.71 feet to the beginning of a curve to the left;
- 14) 12.90 feet along the arc of a 660.00 foot radius curve, through a central angle of 01°07'12";
- 15) South 81°35'13" East, 1062.77 feet to the beginning of a curve to the left;
- 16) 140.75 feet along the arc of a 780.00 foot radius curve, through a central angle of 10°20'21";
- 17) North 88°04'26" East, 500.33 feet to the beginning of a curve to the right;
- 18) 660.21 feet along the arc of a 1080.00 foot radius curve, through a central angle of 35°01'30";
- 19) South 56°54'04" East, 539.16 feet to the beginning of a curve to the left;
- 20) 37.12 feet along the arc of a 780.00 foot radius curve, through a central angle of 02°43'36";
- 21) South 59°37'41" East, 3360.27 feet to the beginning of a curve to the left;
- 22) 479.73 feet along the arc of a 860.00 foot radius curve, through a central angle of 31°57'40" and;
- 23) North 88°24'40" East, 185.10 feet

THENCE leaving the southerly right-of-way line of said Quitclaim Deed of Dedication No. 97737, South 00°31'37" West, 80.05 feet to the southerly right-of-way line of said Waltham Way;

THENCE along said southerly right-of-way line the following twenty-three (23) courses and distances:

- 1) South 88°24'40" West, 182.14 feet to the beginning of a curve to the right;
- 2) 524.36 feet along the arc of a 940.00 foot radius curve, through a central angle of 31°57'40";
- 3) North 59°37'41" West, 3360.27 feet to the beginning of a curve to the right;
- 4) 40.93 feet along the arc of a 860.00 foot radius curve, through a central angle of 02°43'36";
- 5) North 56°54'04" West, 539.16 feet to the beginning of a curve to the right;
- 6) 611.30 feet along the arc of a 1000.00 foot radius curve, through a central angle of 35°01'30";
- 7) South 88°04'26" West, 500.33 feet to the beginning of a curve to the right;

- 8) 155.19 feet along the arc of a 860.00 foot radius curve, through a central angle of $10^{\circ}20'20''$;
- 9) North $81^{\circ}35'13''$ West, 1062.77 feet to the beginning of a curve to the right;
- 10) 14.47 feet along the arc of a 740.00 foot radius curve, through a central angle of $01^{\circ}07'12''$;
- 11) North $80^{\circ}28'01''$ West, 314.71 feet to the beginning of a curve to the right;
- 12) 87.17 feet along the arc of a 960.00 foot radius curve, through a central angle of $05^{\circ}12'10''$;
- 13) North $75^{\circ}15'51''$ West, 217.89 feet to the beginning of a curve to the left;
- 14) 395.38 feet along the arc of a 960.00 foot radius curve, through a central angle of $23^{\circ}35'50''$;
- 15) South $81^{\circ}08'19''$ West, 1473.99 feet to the beginning of a curve to the left;
- 16) 518.76 feet along the arc of a 410.00 foot radius curve, through a central angle of $72^{\circ}29'39''$ to a point of reverse curvature;
- 17) 343.37 feet along the arc of a 240.00 foot radius curve to the right, through a central angle of $81^{\circ}58'21''$;
- 18) North $89^{\circ}22'58''$ West, 1125.39 feet to the beginning of a curve to the left;
- 19) 304.54 feet along the arc of a 1160.00 foot radius curve, through a central angle of $15^{\circ}02'31''$;
- 20) South $75^{\circ}34'31''$ West, 684.85 feet to the beginning of a curve to the right;
- 21) 64.69 feet along the arc of a 1580.00 foot radius curve, through a central angle of $02^{\circ}20'45''$;
- 22) South $77^{\circ}55'16''$ West, 328.30 feet to the beginning of a curve to the left and;

23) 106.95 feet along the arc of a 1420.00 foot radius curve, through a central angle of 04°18'55" to the POINT OF BEGINNING.

Said Easement contains 23.82 ACRES of land, more or less.

See Exhibit "A-1", sheets 1 though 10, attached hereto and made part thereof.

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

Prepared by:

Lumos & Associates, Inc.

David C. Crook, PLS 10836

275 W. Williams Avenue

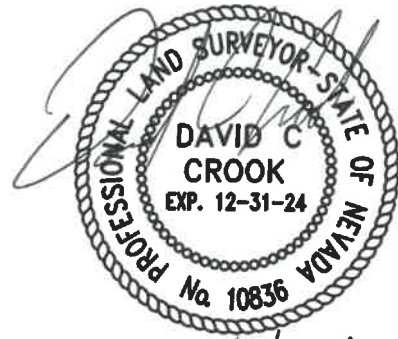
Fallon, NV 89406



08/16/2024



Date: 07/2024
Scale: 1"=200'
Job No: 11374.000
Sheet 1 of 10



08/16/2024

WALTHAM WAY
(ROW VARIES -
DOC. NO. 89412)

APN 004-091-83
WALTHAM ROAD
INDUSTRIAL LLC

APN 005-031-21
DG WALTHAM WAY
PROPERTY OWNER, L.P.

WALTHAM WAY
EASEMENT AREA
23.82 ACRES

WALTHAM WAY
(ROW VARIES - DOC. NO. 78479)

UNION PACIFIC RAILROAD

S89°22'58"E 1125.39'

N89°22'58"W 1125.39'

80'

R=1240.00', L=325.54'
Δ=15°02'31"

R=1160.00', L=304.54'
Δ=15°02'31"

SEC. 33, T.20N., R.22E., M.D.M.

SEC. 32 T.20N., R.22E., M.D.M.

APN 004-091-90
PARCEL 1A-2
P.M. 90640
WALTHAM ROAD
INDUSTRIAL LLC

WALTHAM WAY
(80' ROW - DOC. NO. 89412)

APN 004-093-36
WALTHAM ROAD
INDUSTRIAL LLC



275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

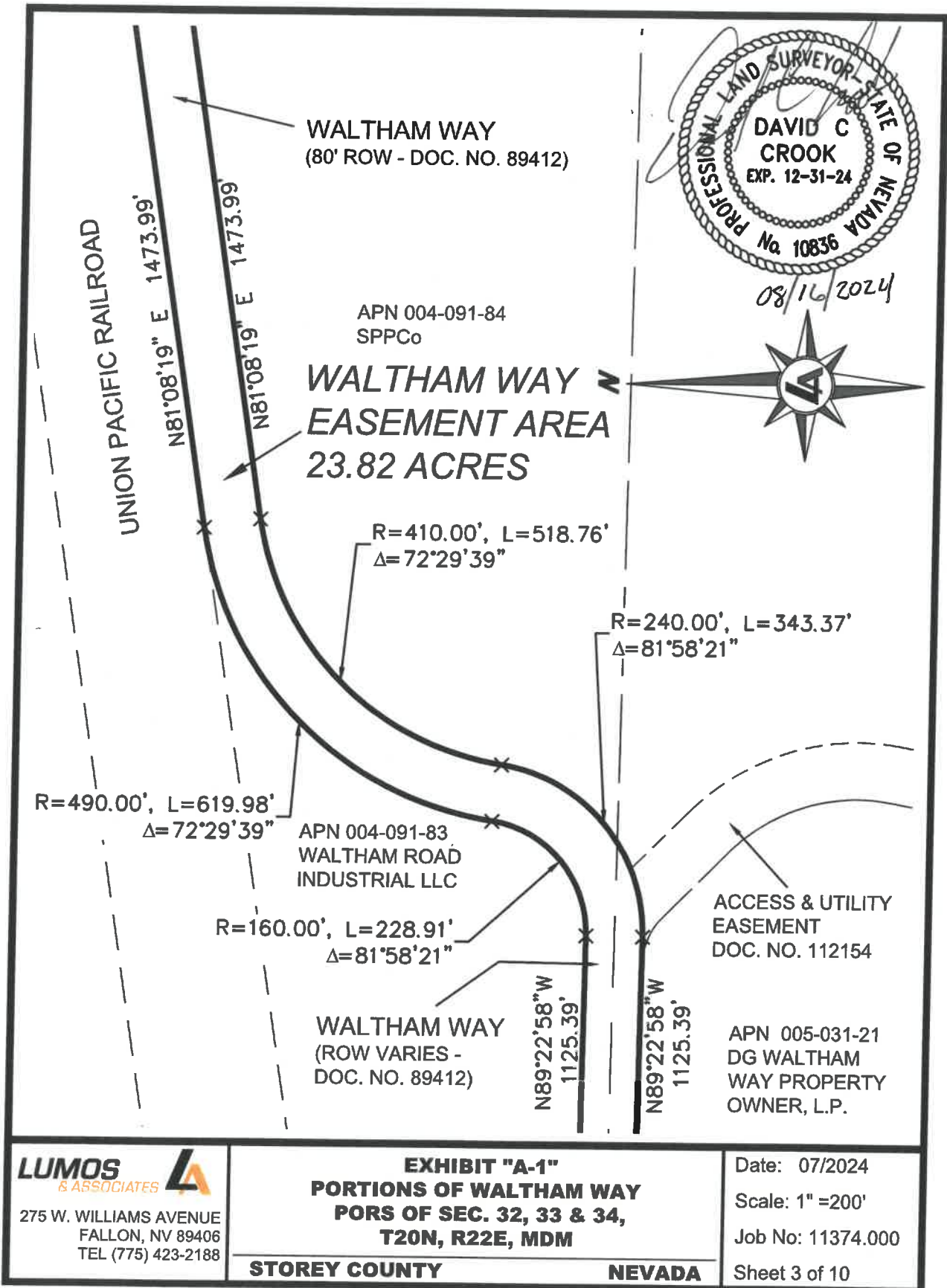
NEVADA

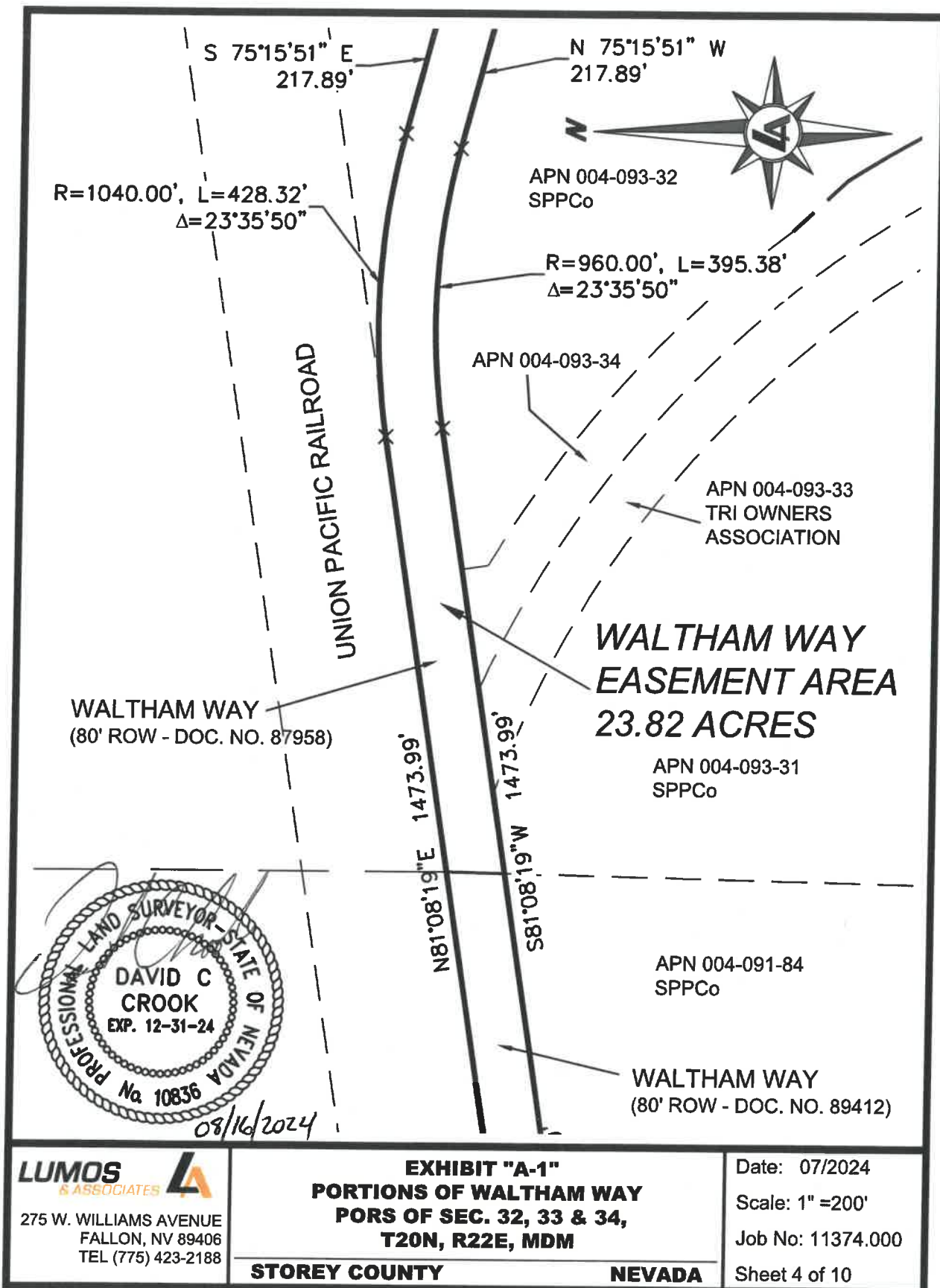
Date: 07/2024

Scale: 1" =200'

Job No: 11374.000

Sheet 2 of 10





LUMOS
 & ASSOCIATES

275 W. WILLIAMS AVENUE
 FALLON, NV 89406
 TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

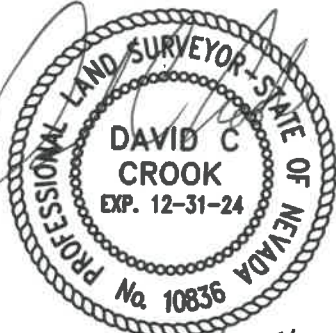
NEVADA

Date: 07/2024

Scale: 1" = 200'

Job No: 11374.000

Sheet 4 of 10



APN 004-091-35
SPPCo

S81°35'13"E 1062.77'

N81°35'13"W 1062.77'

APN 004-093-32
SPPCo

UNION PACIFIC RAILROAD

**WALTHAM WAY
EASEMENT
AREA
23.82 ACRES**

WALTHAM WAY
(80' ROW - DOC. NO. 87958)

R=660.00', L=12.90'
 $\Delta=1^{\circ}07'12''$

R=740.00', L=14.47'
 $\Delta=1^{\circ}07'12''$

S 80°28'01" E
314.71'

N 80°28'01" W
314.71'

R=880.00', L=79.91'
 $\Delta=5^{\circ}12'10''$

R=960.00', L=87.17'
 $\Delta=5^{\circ}12'10''$

S 75°15'51" E
217.89'

N 75°15'51" W
217.89'



LUMOS
& ASSOCIATES

275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

NEVADA

Date: 07/2024

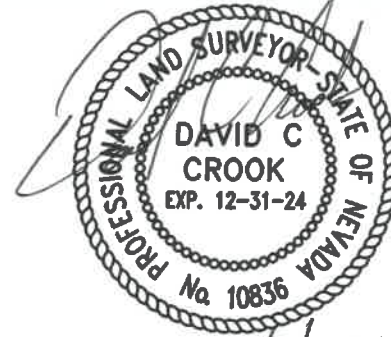
Scale: 1" = 200'

Job No: 11374.000

Sheet 5 of 10



APN 004-092-32
NEVADA GOLD
MINES LLC



APN 004-091-54
NEVADA GOLD
MINES LLC

WALTHAM WAY
(80' ROW - DOC. NO. 97738)

$R=780.00'$, $L=140.75'$
 $\Delta=10^{\circ}20'21''$

SEC. 34, T.20N., R.22E., M.D.M.

SEC. 33 T.20N., R.22E., M.D.M.

WALTHAM WAY
(80' ROW - DOC. NO. 87958)

$R=860.00'$, $L=155.19'$
 $\Delta=10^{\circ}20'20''$

WALTHAM WAY
EASEMENT AREA
23.82 ACRES

APN 004-091-35
SPPCo

$S81^{\circ}35'13''E$ 1062.77'

$N81^{\circ}35'13''W$ 1062.77'

APN 004-093-32
SPPCo

LUMOS
& ASSOCIATES

275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

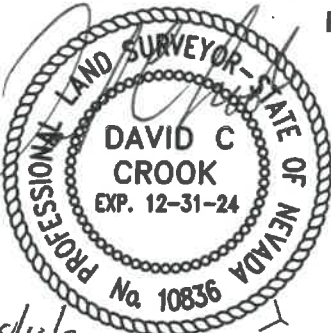
NEVADA

Date: 07/2024

Scale: 1" = 200'

Job No: 11374.000

Sheet 6 of 10



08/16/2024

$R=780.00'$, $L=37.12'$
 $\Delta=2^{\circ}43'36''$

APN 004-093-39
TRIGGS BRENT

APN 004-041-88

WALTHAM WAY
(80' ROW -
DOC. NO. 97737)

APN 004-092-31
BLUE CREEK
VENTURES LLC

$S56^{\circ}54'04''E$ 539.16'
 $N56^{\circ}54'04''W$ 539.16'

APN 004-091-54
NEVADA GOLD
MINES LLC

$R=860.00'$, $L=40.93'$
 $\Delta=2^{\circ}43'36''$

APN 005-03.1-07
THE CLEARVIEW
TRUST
AGREEMENT

$R=1080.00'$, $L=660.21'$
 $D=35^{\circ}01'30''$

**WALTHAM WAY
EASEMENT AREA
23.82 ACRES**

$R=1000.00'$, $L=611.30'$
 $\Delta=35^{\circ}01'30''$

WALTHAM WAY
(80' ROW - DOC. NO. 97738)

APN 004-092-32
NEVADA GOLD
MINES LLC

LUMOS
& ASSOCIATES

275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

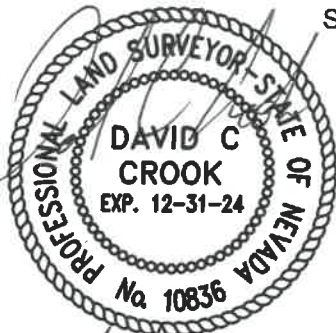
NEVADA

Date: 07/2024

Scale: 1" = 200'

Job No: 11374.000

Sheet 7 of 10



APN 005-041-65
STOREY COUNTY

APN 005-041-09
AQUA METALS
WALTHAM HOLDING LLC

APN 005-041-20
JAMES HARDIE
BUILDING
PRODUCT INC

APN 005-041-08
KISMAN SHANE
& KISMAN ZACH

APN 005-041-87
PF RENO IV, LLC

APN 005-041-17
EMM PROPERTIES
LLC

APN 005-041-16
SCHUETZLE DENNIS
& JUDITH M TTE

WALTHAM WAY
(80' ROW - DOC. NO. 97737)

APN 005-031-07
THE CLEARVIEW
TRUST
AGREEMENT

APN 004-041-88

**WALTHAM WAY
EASEMENT AREA
23.82 ACRES**



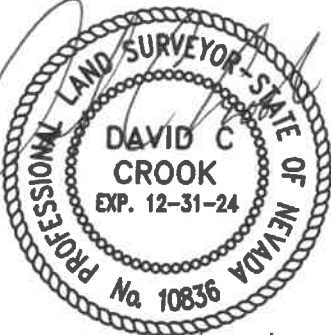
LUMOS
& ASSOCIATES
275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

NEVADA

Date: 07/2024
Scale: 1" = 200'
Job No: 11374.000
Sheet 8 of 10



08/16/2024
APN 005-041-65
STOREY COUNTY

APN 005-041-12
MC UNITED
VENTURES LLC

APN 005-041-11
AQUA METALS
WALTHAM
HOLDING LLC

APN 005-041-09
AQUA METALS
WALTHAM HOLDING LLC

-041-08
SHANE

APN 005-041-13
THERMO
DEVELOPMENT
INC

S59°37'41"E 3360.27'
N59°37'41"W 3360.27'

WALTHAM WAY
(80' ROW - DOC. NO. 97737)

APN 005-041-20
JAMES HARDIE
BUILDING
PRODUCT INC

WALTHAM WAY
EASEMENT AREA
23.82 ACRES



LUMOS
& ASSOCIATES
275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY

NEVADA

Date: 07/2024

Scale: 1" = 200'

Job No: 11374.000

Sheet 9 of 10

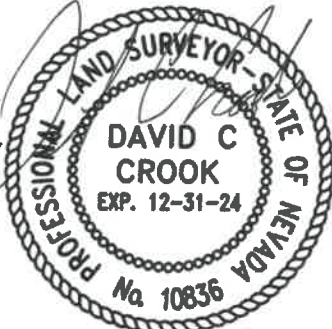


APN 005-041-24
700 USA
PARKWAY LLC

APN 005-051-02
PARCEL 2007-9
R.O.S. 106285
USA PARKWAY
DEVELOPMENT LLC

SEC. 35, T.20N., R.22E., M.D.M.

SEC. 34 T.20N., R.22E., M.D.M.



S 0°31'37" W
80.05'

N 88°24'40" E
185.10'

S 88°24'40" W
182.14'

APN 005-051-01
PARCEL 2007-10
R.O.S. 106285
MEPT USA PARKWAY
DIST CTR LLC

08/16/2024

R=860.00', L=479.73'
Δ=31°57'40"

R=940.00', L=524.36'
Δ=31°57'40"

WALTHAM WAY
(80' ROW - DOC. NO. 97737)

**WALTHAM WAY
EASEMENT AREA
23.82 ACRES**

APN 005-041-67
POWERHOUSE
RENO BRITAIN
LLC

APN 005-041-13
THERMO
DEVELOPMENT
INC

S59°37'41"E 3360.27'

N59°37'41"W 3360.27'

APN 005-041-23
SEE JANE RUN
INC

IRELAND DRIVE
(80' ROW - DOC. NO. 107608)

LUMOS
& ASSOCIATES
275 W. WILLIAMS AVENUE
FALLON, NV 89406
TEL (775) 423-2188

EXHIBIT "A-1"
PORTIONS OF WALTHAM WAY
PORS OF SEC. 32, 33 & 34,
T20N, R22E, MDM

STOREY COUNTY


NEVADA

Date: 07/2024

Scale: 1" = 200'

Job No: 11374.000

Sheet 10 of 10

	<h2 style="text-align: center;">Board of Storey County Commissioners</h2> <h3 style="text-align: center;">Agenda Action Report</h3>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Consent Agenda		

- **Title:** Consideration and Possible Approval of Grant of Easement file 2024-050 from Storey County to NV Energy for communication and electric facilities within a portion of Germany Circle, APN 005-061-51, parcel 2017-27, owned by Storey County, located in McCarran, Storey County, Nevada.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve Grant of Easement file 2024-050 from Storey County to NV Energy for communication and electric facilities within a portion of Germany Circle, APN 005-061-51, parcel 2017-27, owned by Storey County, located in McCarran, Storey County, Nevada.

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 7758471144

- **Staff Summary:** See easement document
- **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

Location: GERMANY CIRCLE (APN: 005-061-51)

The undersigned hereby affirms that
this document, including any exhibits
hereby submitted for recording does
not contain the personal information
of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

STOREY COUNTY, a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. To construct, operate, add to, modify, maintain, replace and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixture, apparatus, and improvements ("**Utility Facilities**"), and service boxes/meter panels, cabinets, bollards and other equipment, fixtures, apparatus, and improvements ("**Additional Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

Location: GERMANY CIRCLE (APN: 005-061-51)
RW# 0835-2024
Proj. # 3010978001
Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC
GOE_DESIGN_OH_UG

3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently construction, operating, adding to, maintain, or removing the Utility Facilities and/or the Additional Utility Facilities, to any tangible, personally property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above so long as it exercises its rights in a prudent and non-negligent manner.

Grantee shall bear the entire cost and expense of installing and maintaining said Utility Facilities and Additional Utility Facilities in said Easement Area.

Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

Grantee shall coordinate initial construction and/or maintenance with any existing lessees/occupants of the real property and shall use its best efforts not to unreasonably interfere with use/access of such lessees/occupants in the course of its construction and/or maintenance.

Grantee agrees that no assessments will be levied against the property of Grantor to defray any part of the expense incurred in connection with any construction in the Easement Area.

Grantee agrees to investigate, release, defend, indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney's fees, for loss of or damage to property for injuries to or death of persons arising out of the construction, reconstruction, maintenance, presence in, or use of the Easement Area by Grantee, its employees, agents, licensees, invitees, successors or assigns.

Grantee shall fully pay for all materials installed in the Easement Area and shall pay in full all persons who perform labor thereupon. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the property for any work done or materials furnished thereon at Grantee's request.

Location: GERMANY CIRCLE (APN: 005-061-51)

RW# 0835-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

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 consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

(signatures on next page)

Location: GERMANY CIRCLE (APN: 005-061-51)

RW# 0835-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

**Accepted for the County of Storey,
by the Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

Sierra Pacific Power Company

By: _____

Name: William Kruger

Title: Manager Land Resources

Date: _____

(acknowledgements on next page)

Location: GERMANY CIRCLE (APN: 005-061-51)

RW# 0835-2024

Proj. # 3010978001

Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC

GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this ____ day of _____, 2024
by William Kruger as Manager, Land Resources of Sierra Pacific Power
Company d/b/a NV Energy.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

This instrument was acknowledged before me this ____ day of _____, 2024,
by _____ as _____
of the BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY, a political subdivision
of the State of Nevada.

Notary Public

Location: GERMANY CIRCLE (APN: 005-061-51)
RW# 0835-2024
Proj. # 3010978001
Project Name: E-600 BRITAIN DR-FP-COMM-E-AREP SOF III TRIC, LLC
GOE_DESIGN_OH_UG



W.O. 3010978001

Storey County

APN: 005-061-51

EXHIBIT "A"

EASEMENT

A portion of the Northwest Quarter of Section 11, Township 19 North, Range 22 East, M.D.M., Storey County, Nevada; situated within that Parcel of land described as Parcel 2017-27 on the Record of Survey for Tahoe-Reno Industrial Center, LLC and Storey County, recorded as File Number 126405 on September 19, 2017, Official Records of Storey County, Nevada.

BEGINNING at the Northeast corner of said Parcel 2017-27;

THENCE South 62°37'15" West, 702.30 feet;

THENCE South 27°22'45" East, 40.00 feet;

THENCE North 62°37'15" East, 702.30 feet;

TEHNCE North 27°22'45" West, 40.00 feet to the POINT OF BEGINNING and the terminus of this description.

Said Easement contains 28,088 square feet of land more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

Prepared by Leland Johnson, P.L.S.

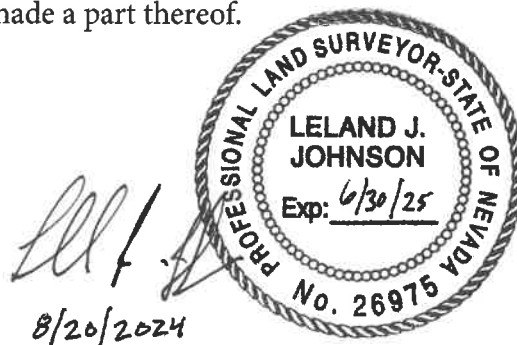
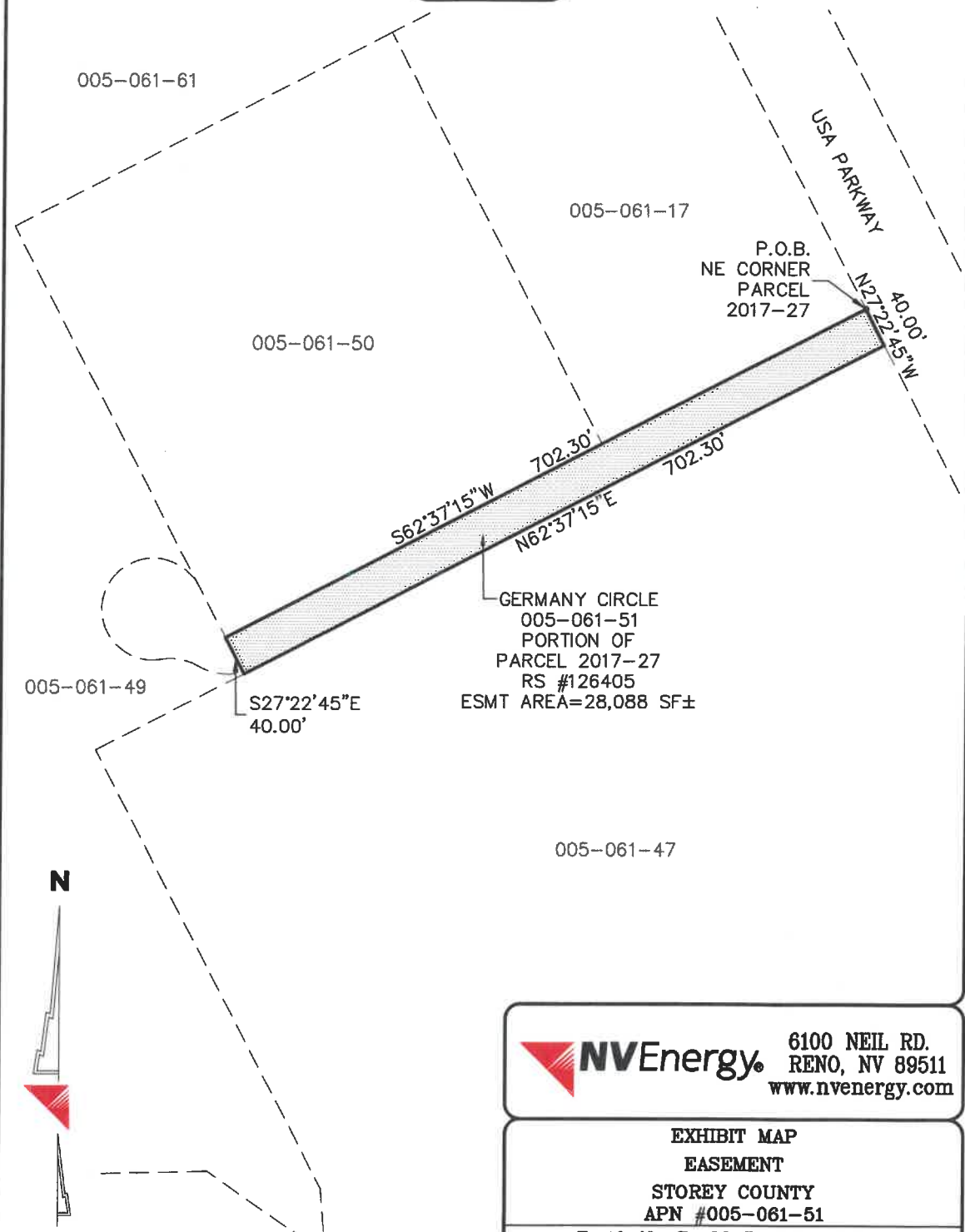


EXHIBIT A-1



SCALE: 1" = 150'

S:\Survey\CSE\Cse_Cad\CSE 2024\3010978001-600 Britain-AREP\dwg\3010978001-600 Britain-AREP-Germany Circle Blanket Easement.dwg <ah23446>
20Aug24-12:41



NV Energy

6100 NEIL RD.
RENO, NV 89511
www.nvenergy.com

EXHIBIT MAP

EASEMENT

STOREY COUNTY

APN #005-061-51

T. 19 N., R. 22 E., S.11-M.D.M.

STOREY COUNTY

NEVADA

08/20/24

1 OF 1



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and Possible Approval of Grant of Easement file 2024-054 from Storey County to NV Energy for Utility Facilities within assessor's parcel number 001-135-06 (Fairgrounds), located in Virginia City, Storey County, NV as described in the attached Request for Grant of Easement from NV Energy for the installation of electrical utilities to provide power to the Fairgrounds as part of the Fairgrounds Improvements Project.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve Grant of Easement file 2024-054 from Storey County to NV Energy for Utility Facilities within assessor's parcel number 001-135-06 (Fairgrounds), located in Virginia City, Storey County, NV as described in the attached Request for Grant of Easement from NV Energy for the installation of electrical utilities to provide power to the Fairgrounds as part of the Fairgrounds Improvements Project.
- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 7758471144

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

Location: APN# 001-135-06

The undersigned hereby affirms that
this document, including any exhibits
hereby submitted for recording does
not contain the personal information
of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

STOREY COUNTY, a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. To construct, operate, add to, modify, maintain, replace and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixture, apparatus, and improvements ("**Utility Facilities**"), and service boxes/meter panels, cabinets, bollards and other equipment, fixtures, apparatus, and improvements ("**Additional Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");

Location: APN# 001-135-06
RW# 0561-2024
Proj. # 3012110340
Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
GOE_DESIGN_OH_UG

2. For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently construction, operating, adding to, maintain, or removing the Utility Facilities and/or the Additional Utility Facilities, to any tangible, personally property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above so long as it exercises its rights in a prudent and non-negligent manner.

Grantee shall bear the entire cost and expense of installing and maintaining said Utility Facilities and Additional Utility Facilities in said Easement Area.

Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

Grantee shall coordinate initial construction and/or maintenance with any existing lessees/occupants of the real property and shall use its best efforts not to unreasonably interfere with use/access of such lessees/occupants in the course of its construction and/or maintenance.

Grantee agrees that no assessments will be levied against the property of Grantor to defray any part of the expense incurred in connection with any construction in the Easement Area.

Grantee agrees to investigate, release, defend, indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney's fees, for loss of or damage to property for injuries to or death of persons

Location: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA

GOE_DESIGN_OH_UG

arising out of the construction, reconstruction, maintenance, presence in, or use of the Easement Area by Grantee, its employees, agents, licensees, invitees, successors or assigns.

Grantee shall fully pay for all materials installed in the Easement Area and shall pay in full all persons who perform labor thereupon. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the property for any work done or materials furnished thereon at Grantee's request.

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 consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

(signatures on next page)

Location: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
GOE_DESIGN_OH_UG

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

**Accepted for the County of Storey,
by the Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

Sierra Pacific Power Company

By:  _____

Name: William Kruger

Title: Manager, Lands Resources

Date: 06/05/2024

(acknowledgements on next page)

Location: APN# 001-135-06

RW# 0561-2024

Proj. # 3012110340

Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA

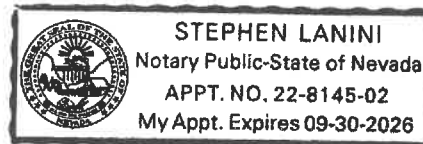
GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me this 6 day of
June, 2024, by William Kruger as Manager, Land Resources of Sierra
Pacific Power Company d/b/a NV Energy.

Stephen Lanini
Notary Public



STATE OF NEVADA)
COUNTY OF STOREY) ss.

This instrument was acknowledged before me this _____ day of
_____, 2024, by _____ as _____
of the BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY, a political
subdivision of the State of Nevada.

Notary Public

Location: APN# 001-135-06
RW# 0561-2024
Proj. # 3012110340
Project Name: E-460 S F ST-FP-COL-COMM-E-STOREY COUNTY #BA
GOE_DESIGN_OH_UG



W.O. 3012110340

Storey County

APN: 001-135-06

EXHIBIT "A"

EASEMENT

A portion of the South half of Section 29, Township 17 North, Range 21 East, M.D.M., Storey County, Nevada; situated within that Parcel of land described as Parcel 1 in a Grant, Bargain and Sale Deed, recorded as File Number 129461 on April 16, 2019, Official Records of Storey County, Nevada.

An easement, 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

Commencing at the Northeast Corner of said Parcel 1;

THENCE along the East line of the Grantor, South 20°36'13" West, 63.10 feet to the **POINT OF BEGINNING**;

THENCE South 65°16'36" West, 51.08 feet;

THENCE South 32°32'59" West, 215.99 feet;

THENCE South 27°01'11" West 55.18 feet to an existing building and the **terminus of this description**.

The sidelines of said easement are to be extended or truncated as to meet at angle points and terminate on the east line of the Grantor.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 3,222 square feet of land more or less.



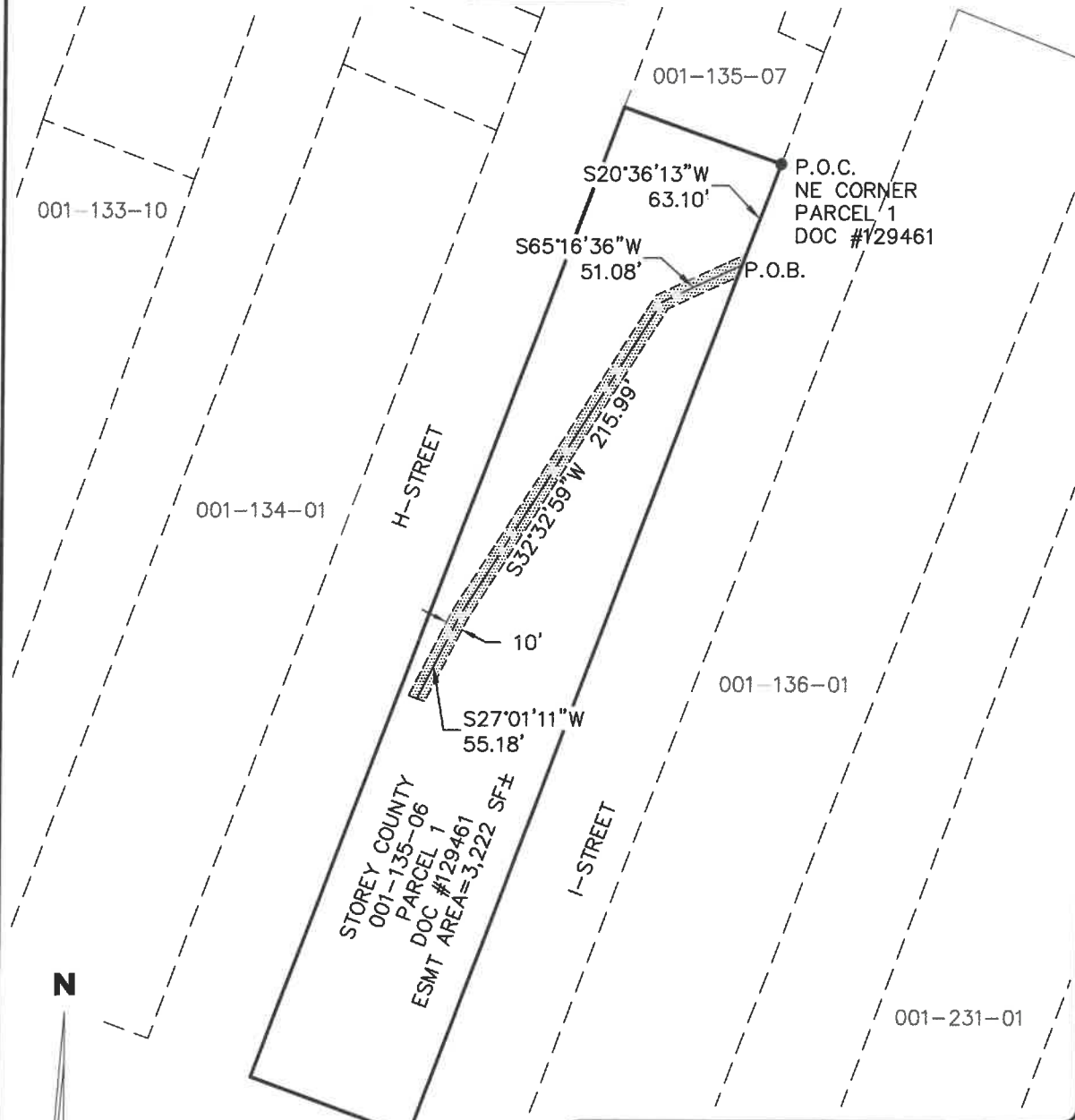
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is the Official Map of Virginia City, recorded June 6, 1865, Official Records of Storey County, Nevada.

Prepared by Leland Johnson, P.L.S.



EXHIBIT A-1



SCALE: 1" = 100'

S:\Survey\CSE\Cad\CSE 2024\3012110340-460 F Street-Storey County\dwg\3012110340-460 F Street-Storey County.dwg <sh23446> 21May24-13:23



NV Energy

6100 NEIL RD.
RENO, NV 89511
www.nvenergy.com

EXHIBIT MAP

EASEMENT

STOREY COUNTY


APN #001-135-06

T. 17 N., R. 21 E., S.29-M.D.M.

VIRGINIA CITY STOREY COUNTY NEVADA

05/21/24

1 OF 1

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 mins	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 24-749, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Civil/Records Division Manager, grade 130, for the Sheriff's Office.
- **Recommended motion:** I (commissioner) move to approve Resolution No. 24-749, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Civil/Records Manager, grade 130, for the Sheriff's Office.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** The Sheriff's Office underwent a minor reorganization resulting in the creation of a Civil/Records Manager at grade 130, for the Sheriff's Office. This position will be exempt and will supervise all civil, administrative and records employees in the Sheriff's Office. Grade 130 is appropriate based on salary data and internal alignment with other positions within the County. The fiscal impact of this reclassification was approved in the 2024-25 budget.
- **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

RESOLUTION NO. 24-749

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
Civil/Records Division Manager	Grade 130
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 24-749 providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 17th day of September 2024.

PROPOSED AND ADOPTED this 1st day of October 2024.


THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS: _____
Jay Carmona, Chairman

ATTEST: _____
CLERK TO THE BOARD

Non-Represented					Non-Represented Pay Schedule															
	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	\$ 26.52
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	\$ 27.18
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	\$ 27.86
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	\$ 28.56
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	\$ 29.27
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	\$ 30.00
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	\$ 30.75
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	\$ 31.52
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	\$ 32.31
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	\$ 33.12
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	\$ 33.95
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	\$ 34.80
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	\$ 35.67
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	\$ 36.56
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	\$ 37.47
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	\$ 38.41
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	\$ 39.37
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	\$ 40.35
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	\$ 41.36
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	\$ 42.40
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	\$ 43.45
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	\$ 44.54
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	\$ 45.65
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	\$ 46.80
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	\$ 47.97
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	\$ 49.17
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	\$ 50.39
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	\$ 51.65
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	\$ 52.95
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	\$ 54.27
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	\$ 55.63
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	\$ 57.02
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	\$ 58.44
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	\$ 59.90
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	\$ 61.40
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	\$ 62.94
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	\$ 64.51
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	\$ 66.12
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	\$ 67.77
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	\$ 69.47
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	\$ 71.21
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	\$ 72.99
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	\$ 74.81
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				

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 10	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to authorize the County Manager to approve and sign a contract between Storey County and Cintas Corporation No. 2, doing business as Cintas First Aid & Safety. Under this contract, Cintas will supply Storey County with Automatic External Defibrillators, along with related products and services, at a monthly rate of \$1,512, totaling no more than \$18,144 per year for three years.
- **Recommended motion:** I (commissioner) move to authorize the County Manager to approve and sign a contract between Storey County and Cintas Corporation No. 2, doing business as Cintas First Aid & Safety. Under this contract, Cintas will supply Storey County with Automatic External Defibrillators, along with related products and services, at a monthly rate of \$1,512, totaling no more than \$18,144 per year for three years.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 7758470968

- **Staff Summary:** Currently, Storey County manages the purchase and servicing of all our AED machines in-house. Under this new contract, we will lease the machines from Cintas. Cintas will handle the monitoring, maintenance, and replacement of any faulty units. Leasing the machines will cost the county approximately half of what it would to replace them outright. The fiscal impact of contract was approved in the 2024-25 budget.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** \$18,144
- **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

Automated External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): Storey County

Phone: (775) 847-0968

Email: Shane Dixon <sdixon@storeycounty.org>

Customer #:

Billing Address: 26 S B St, Virginia City, NV 89440

Location Physical Address: 26 S B St, Virginia City, NV 89440

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Device(s)") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
ZOLL® AED Plus®	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 0.00 /unit	0	\$ 0.00 /month
ZOLL® AED 3	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 126.00 /unit	12	\$ 1,512.00 /month
LifeLine VIEW AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 0.00 /unit	0	\$ 0.00 /month
LifeLine AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ 0.00 /unit	0	\$ 0.00 /month
MEDICAL DIRECTION	<input checked="" type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™			
TRAINING	AHA Heartsaver™ FA/CPR/AED Course	\$ 0	/Seat or Key	\$ 0 /Class

1. Parties and Acknowledgment. This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. Term; Renewal; Charges. The initial term of this Agreement is 36 months, commencing on the delivery date of the AED Device(s) to the Customer, which shall be reflected in the first invoice from Cintas to Customer for the AED Device(s) ("Initial Term"). This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.

3. Products. Cintas will provide for use by Customer the AED Device(s). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. Service. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

5. Medical Direction. Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. Quality of Services. Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

7. Scope and Limitations of Service. The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

8. Ownership; Care of AED Products; Replacement, Repair & Maintenance. Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Customer Signature:

Date:

Customer Name:

Title:

Original – Office | Yellow – Customer | Pink – Cintas Partner

Cintas Onsite AED Service Agreement, Page 1 of 2

TERMS AND CONDITIONS (CONT.)

9. Replacement AED Device. Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

10. Cancellation; Return of AED Device. Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. Manufacturer Recalls. Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. TRAINING ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES. Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services provided and the limited liability provided under this Agreement and not on the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED Product or AED Service to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE AED PRODUCTS AND AED SERVICES.** Neither Party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 17.

15. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio Nevada arbitration law. **EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in **Barren County, Ohio** **Stoey County Nevada.**

16. CINTAS NOT AN INSURER. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.**

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government; or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver

of any breach or violation of any other provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

as Onsite AED Service Agreement, Page 2 of 2

Summary of Comments on Storey County - AED Agree edits - ID41763-B - 5.14.24 (003).pdf


Page: 2


 Number: 1 Author: c1239585 Subject: Comment on Text Date: 4/24/2024 1:53:02 PM

In paragraph 15, the highlighted sections MUST be changed to Nevada and the second section MUST be changed to Storey County, Nevada.

15. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.


 Number: 2 Author: c1342689 Subject: Cross-Out Date: 5/14/2024 11:25:49 AM

 Number: 3 Author: c1342689 Subject: Cross-Out Date: 5/14/2024 11:27:51 AM

 Number: 4 Author: c1239585 Subject: Comment on Text Date: 5/14/2024 11:28:09 AM

In Paragraph 17, the release and indemnification MUST be deleted.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Cintas reserves the right to select counsel to represent it in any such action.

 Author: c1342689 Subject: Sticky Note Date: 5/14/2024 11:28:26 AM
Jim Bunkers will need to approve

 Number: 5 Author: c1239585 Subject: Comment on Text Date: 5/14/2024 11:28:37 AM

Paragraph 18 Limitation of Action must apply to both Cintas and Customer, this can be accomplished with the changed language highlighted in yellow

18. LIMITATION OF ACTION. ANY ACTION BROUGHT BASED UPON THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

 Author: c1342689 Subject: Sticky Note Date: 5/14/2024 11:28:45 AM
This is OK

 Number: 6 Author: c1239585 Subject: Comment on Text Date: 5/14/2024 11:29:23 AM

Paragraph 20 Governing Law MUST be Nevada

20. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Nevada.

 Author: c1342689 Subject: Sticky Note Date: 5/14/2024 11:29:29 AM
This is OK

 Number: 7 Author: c1239585 Subject: Sticky Note Date: 5/14/2024 11:29:04 AM

Finally, this paragraph must be added to the agreement.

Termination for non-appropriation. The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may

Comments from page 2 continued on next page

TERMS AND CONDITIONS (CONT.)

9. Replacement AED Device. Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

10. Cancellation; Return of AED Device. Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. Manufacturer Recalls. Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. TRAINING ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES. Customer acknowledges that Cintas's Monthly Service Charges are based on the value of services provided and the limited liability provided under this Agreement and not on the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any AED Product or AED Service to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE AED PRODUCTS AND AED SERVICES.** Neither Party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 17.

15. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable ~~Ohio~~ **Nevada** arbitration law. **EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in ~~Warren County, Ohio~~ **Stoey County Nevada**.

16. CINTAS NOT AN INSURER. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.**

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government; or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver

by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.


as Onsite AED Service Agreement, Page 2 of 2

terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired



Author: c1342689 Subject: Sticky Note Date: 5/14/2024 11:29:10 AM

This is OK

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Discussion/Possible Action		

- Title:** 2024-045 Special Use Permit request to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.
- Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report as read into the record by staff, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (commissioner), move to approve Special Use Permit File 2024-045 to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.
- Prepared by:** Kathy Canfield

Department: Planning **Contact Number:** 7758471144
- Staff Summary:** The Planning Commission heard this request at their September 5, 2024, meeting. The applicant explained the purpose of his request related to State of Nevada requirements and his plans for the site. The Planning Commission reiterated that this was for personal vehicle sales and not being proposed as a car sales lot that included selling techniques such as lights and large displays which the applicant agreed it was not. The Planning Commission recommended approval of the project (6-0, one position vacant).
- 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
Planning Department**

Storey County Courthouse
26 South B Street, PO Box 176, 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: September 17, 2024

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

Staff Contact: Kathy Canfield

File: 2024-045

Applicant: Samuel Clover Toll

Property Owner: Samuel Clover Toll

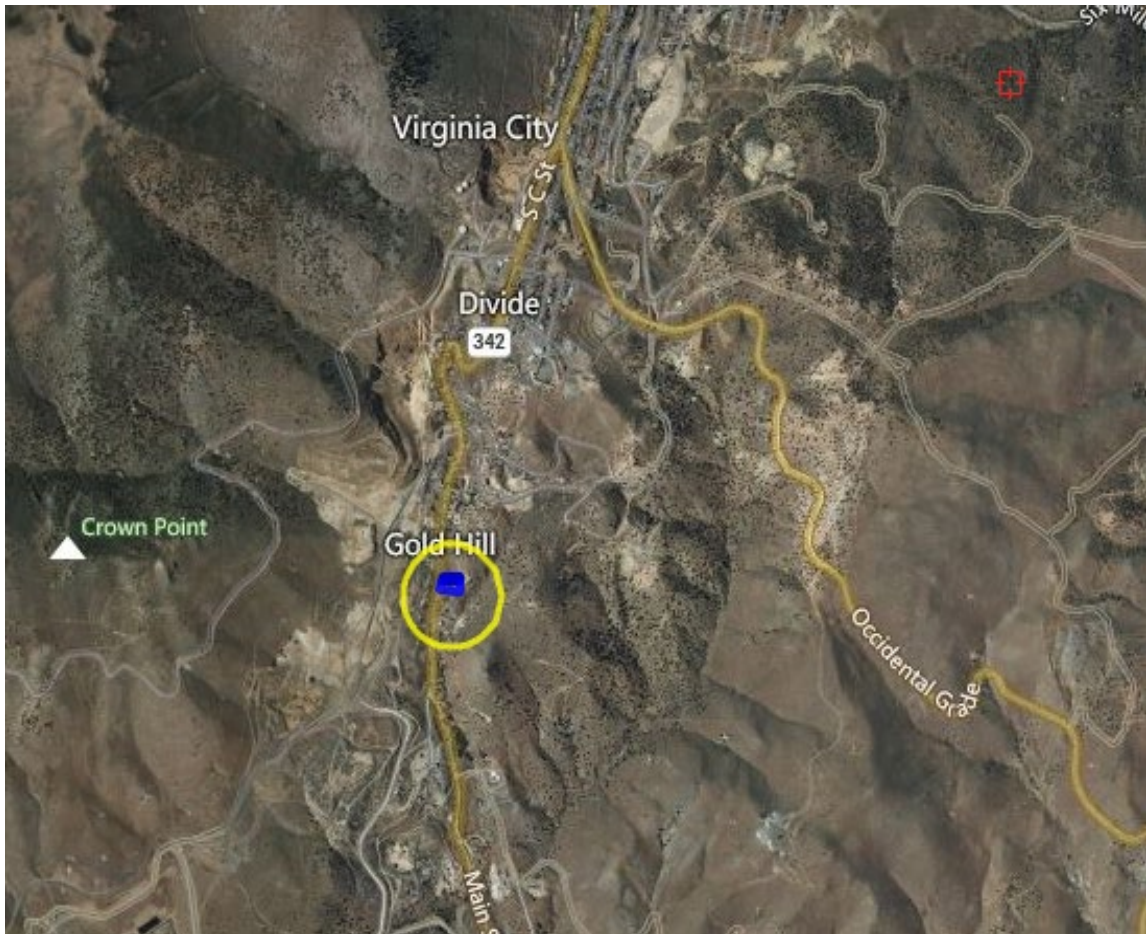
Property Location: 1747 & 1757 Main Street, Gold Hill, Storey County, Nevada, APNs 002-071-16 & 17

Request: The request is for a Special Use Permit (File 2024-045) to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.

Planning Commission: The Planning Commission heard this request at their September 5, 2024, meeting. The applicant explained the purpose of his request related to State of Nevada requirements and his plans for the site. The Planning Commission reiterated that this was for personal vehicle sales and not being proposed as a car sales lot that included selling techniques such as lights and large displays which the applicant agreed it was not. The Planning Commission recommended approval of the project (6-0, one position vacant).

1. Background & Analysis

- A. **Site Location and Characteristics:** The properties are located at 1747 and 1757 Main Street (Highway 342) in Gold Hill. The properties consist of a vacant parcel of land on APN 002-071-17 and a developed single family residence on APN 002-071-16. The front portion along 1747 Main Street has been graded to allow for a parking pad. Both properties are zoned CR Commercial-Residential and the total area of both parcels combined is approximately 37,729 square feet. Surrounding land uses include vacant CR zoned land to the north and west, a single family residence to the east and a single family residence and commercial storage facility to the south.



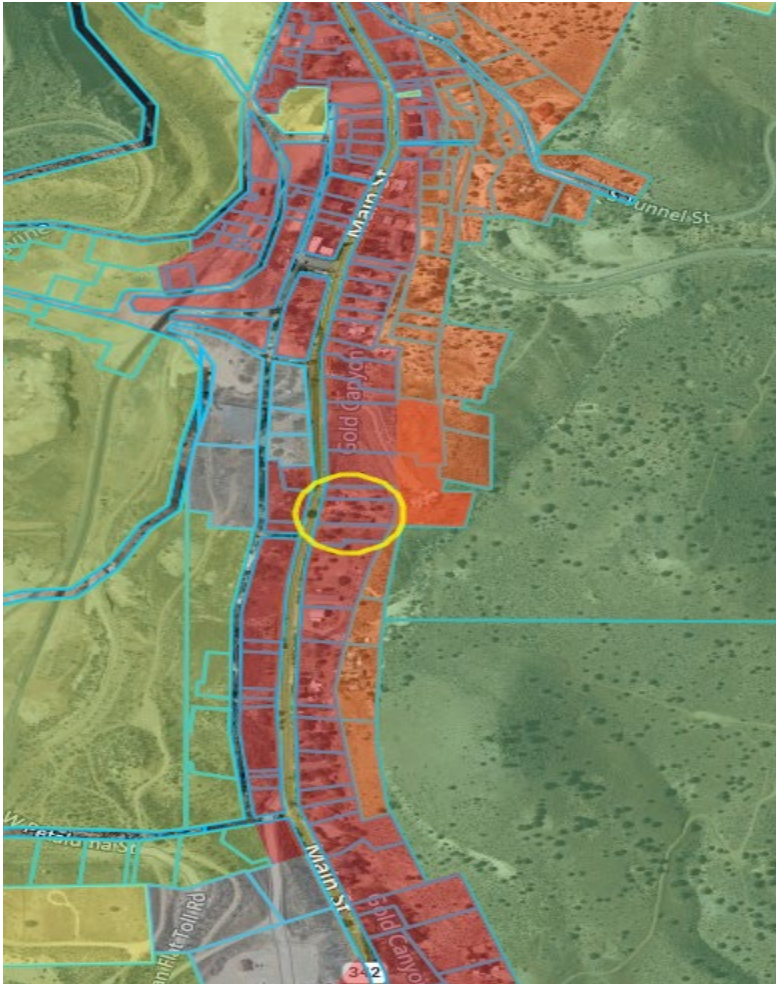
Vicinity Map



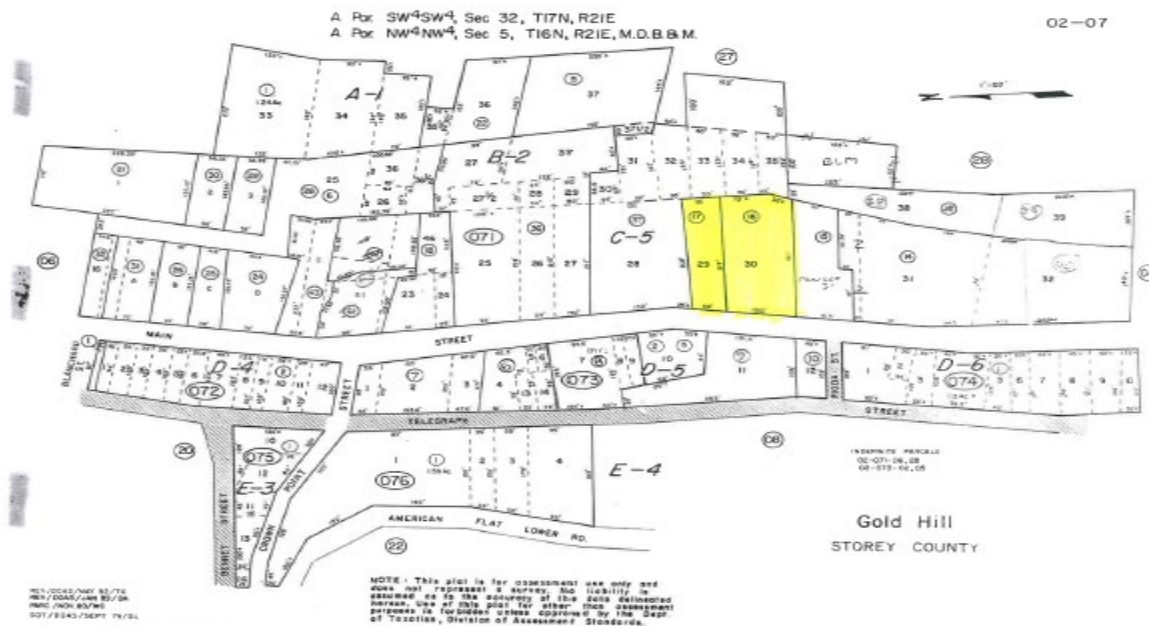
Location Map – green is approximate parcel locations



Green property lines are approximate



Zoning Map, red is CR, orange is R1, gray is I2



Assessor's Parcel Map



View looking east from Main Street.



Looking northeast from Main Street, existing residence.



Looking southeast from Main Street, fence is approximate south property line.

- B. **Proposed Use.** The applicant is proposing to operate an automotive services use related to the sale of vehicles. The applicant is a classic car hobbyist and proposes to utilize the site to sell personal vehicles. The State of Nevada defines a vehicle dealer as any person that sells more than three vehicles a year (NRS 482.020). As some years the three vehicle limit may be desired to be exceeded, the applicant has applied for an automotive services land use to comply with State of Nevada requirements. The applicant anticipates parking vehicles on the site that may be for sale. No new structures are proposed. Vehicles may be parked on either APN 002-07-16 and/or 17 and associated business activities will occur within the single family residence. There are no employees, other than the occupant(s) of the single family residence, proposed for the use.
- C. **Nevada Revised Statutes:** The Nevada Revised Statutes (NRS) has regulations related to the selling of vehicles. NRS 482.020 requires that anyone selling more than three vehicles a year be considered a “vehicle dealer”. With that designation, a variety of other regulations are applicable including establishing a place of business (NRS 482.323) and specific requirements for the place of business (NRS 482.326). A copy of the referenced NRS sections are included with this staff report. If approved, this special use permit will allow for authorization of the land use to occur at this site, demonstrating consistency with NRS requirements.
- D. **Zoning Code.** The properties are zoned CR Commercial-Residential. Automotive services, including service and fueling stations, repair, sales and rentals, is identified as a special use for the zoning district. In addition, Section 17.12.100.C requires the commercial land use to have a special use permit for sale of items outside of a permanent building. The existing single family residence is an allowed use for the property and utilizing the existing residence for other automotive services business related matters is covered with this special use permit. No separate home enterprise

authorization is required. Business licensing will be required and is separate from the special use review process.

- E. **Special Use Permit.** A Special Use Permit is required for the automotive service land use and the associated outdoor sales. The applicant and this report follow the requirements outlined in the Code.
- F. **Signs.** Nevada Revised Statutes (NRS) has requirements for signs associated with vehicle sales. In addition to the NRS requirements, any signs will need to comply with Storey County Chapter 17.84, including signs associated with the business (Section 17.84.100), signs proposed to be located on sale vehicles (Section 17.84.110.G), along with all the general provisions for signs within the sign ordinance.
- G. **Screening.** The General Provisions chapter of the Storey County Zoning Ordinance (Chapter 17.12) identifies regulations for screening outdoor storage. Section 17.12.080 states that open storage must be screened from public places and abutting private property. In this case, screening vehicles goes against the purpose of the land use. Sale of vehicles is the land use and screening what is for sale is counter to the land use. The properties along Main Street all have commercial-residential zoning and most have a mix of both land uses. The existing residence to the east of the project area is at an elevation much higher than the elevation of the project area, and unless screening was done on the adjacent property, no amount of fencing or screening would eliminate any view down onto these properties. In this instance, it is staff's opinion that as long as the project area is kept in a neat and orderly condition, free of nuisance as defined in Chapter 8.08.030, no screening of the outdoor storage of vehicles should be required.

2. Use Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed project and Storey County Title 17 Zoning or the 2016 Master Plan. The proposed use is also consistent with the surrounding zoning and master plan designations.

	Land Use	Master Plan Designation	Zoning District
Applicant's Land	Vacant & <u>single family residence</u>	Mixed Use Commercial-Residential	CR Commercial-Residential
Land to the North	vacant	Mixed Use Commercial-Residential	CR Commercial-Residential
Land to the East	Single family residence	Single Family Residential	R1 Residential
Land to the South	Commercial storage & <u>single family residence</u>	Mixed Use Commercial-Residential	CR Commercial-Residential
Land to the West	vacant	Mixed Use Commercial-Residential	CR Commercial-Residential

- B. **General use allowances and restrictions.** Storey County Code 17.03.150, Special Use Permit, 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, with rationale for the findings included below each finding.

- (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 property is located within the CR Commercial-Residential zoning district which allows for a mix of commercial and residential uses. The property consists of two parcels of land, one that is vacant to park vehicles and a second that is developed as a single family residence. The Storey County Master Plan identifies each area of the Comstock community to retain the small-town character. The proposed project will not change the use of the property other than allowing for some of the vehicles on the site to be sold in conformance with Nevada State Statutes requirements. The site will conform to all Storey County Ordinances, including the sign ordinance.

- (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 automobile service is proposed to allow for more than three vehicles to be sold per year in accordance with State of Nevada requirements. The project area includes the applicant's single family residence and a separate parcel located immediately north of the applicant's residence. Both personal vehicles and vehicles for sale may be parked on the properties. As condition of project approval, the sites shall be maintained to avoid negative impacts to adjacent properties.

- (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 project is located within the commercial-residential portion of the Gold Hill community. A mixture of both commercial uses and residences exists along this stretch of Main Street. The project area includes two parcels of land owned by the applicant, one which is vacant and one which has the applicant's residence. The site has ample room for anyone wishing to stop to pull onto the property out of the Main Street right-of-way.

- (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 services or impact existing facilities. There are no new water or sewer features required for the proposed use.

- C. **Conformance with the 2016 Storey County Master Plan.** The property is located within the Gold Hill portion of the Comstock Area Plan. The Master Plan states a desire to maintain the small town character of each Comstock community. Goals for the Comstock Area Plan include “Enhance and Diversify the local Economy” and “Maintain historic use patterns on the Comstock”, which includes the policy of “encouraging commercial, residential-commercial, single family residential, multi-family residential, and mixed-uses in the core areas of Gold Hill, Virginia City and the Divide”. The mixed commercial-residential use of the proposed project area is consistent with these goals of the Master Plan. No changes are proposed which would alter the character of the property or the neighborhood.

3. Findings of Fact

- A. **Motion for approval (staff recommendation)**. The following findings of fact are evident with regard 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 (File 2024-045) to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor’s Parcel Numbers (APN) 002-071-16 & 17.
- (2) The proposed project 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.
- (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 proposed project as conditioned 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.
- (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 conforms to the 2016 Storey County Master Plan for the Gold Hill portion of the Comstock Plan Area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
- (7) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150 - Special Use Permit, 17.12 – General Provisions, and Section 17.30 CR Commercial-Residential Zone.

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

- (1) This denial is for Special Use Permit (File 2024-045) to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements in Storey County Code Sections 17.03.150 - Special Use Permit, 17.12 – General Provisions, and Section 17.30 CR Commercial-Residential 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.** Special Use Permit (File 2024-045) is to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.
- B. **Screening.** As addressed in the Section 1.G of the staff report, screening of the outdoor storage will not be required as long as the project area is kept in a neat and orderly condition, free of nuisance as defined in Chapter 8.08.030.
- C. **Signs.** All signs shall be in compliance with Chapter 17.84 of the Storey County zoning ordinance.
- D. **Requirements.** The Permit Holder shall apply for all required permits and licenses, including any applicable building and fire permits, for the project within 24 months from the date of final approval of this SUP, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This Special Use Permit shall remain valid as long as the Applicant remains in compliance with the terms of this Special Use Permit and Storey County, State of Nevada, and federal regulations. No activity shall commence prior to the Permit Holder securing rights to the Special Use Permit.
- E. **Compliance.** The uses on the subject property must comply with federal, state, and county codes and regulations and the submitted plans as approved. The Permit Holder shall be responsible for maintaining the premises and managing operations in accordance with all conditions and stipulations set forth by this Special Use Permit and all other federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the Permit Holder by Storey County on the first and second offense. A third offense shall warrant Storey County to revoke the Special Use Permit. Storey County shall reserve the right to conduct periodic reviews of the Permit Holder's compliance with all conditions and stipulations of the Special Use Permit.
- F. **Business License.** The proposed commercial use must comply with the provisions of Title 5 business licenses of the county code.
- G. **Property Taxes.** Before obtaining the Special Use Permit from the Planning Department, the Property Owner must provide evidence that all property taxes on the land are paid-to-date.
- H. **Indemnification/Insurance.** The Permit Holder warrants that the use of land will conform to the requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Permit Holder warrants that continued

and future use of the land shall so conform. The Permit Holder agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Special Use Permit.

- I. **Transfer of Rights.** This Special Use Permit (SUP 2024-011) is non-transferable. This Special Use Permit applies to the Permit Holder/Property Owner listed in this permit and may not be transferred to new owners of the property.

5. **Public Comment**

As of August 27, 2024, staff has 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 first motion (A) for approval is recommended by the Planning Commission and staff in accordance with the findings under Section 3.A of this report. The second motion (B) is a motion for denial 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 (staff recommendation)**

In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report as read into the record by staff, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit File 2024-045 to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.

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 as read into the record by staff, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny Special Use Permit File 2024-045 to operate an automotive services business related to vehicle sales. The applicant is a classic car hobbyist and anticipates the possibility of selling more than three vehicles in a calendar year which Nevada state law defines as a vehicle dealer. The applicant will maintain APN 002-071-17 as a parking lot for the sale of personal vehicles and utilize the existing residence on APN 002-071-16 for associated business activities. The property is zoned CR Commercial-Residential and is located at 1747 and 1757 Main Street, Gold Hill, Storey County, Nevada, Assessor's Parcel Numbers (APN) 002-071-16 & 17.

Exhibit 1
Nevada Revised Statutes

NRS 482.020 “Dealer” and “vehicle dealer” defined.

1. “Dealer” or “vehicle dealer” means any person who:

(a) For compensation, money or other thing of value sells, exchanges, buys, offers or displays for sale, negotiates or attempts to negotiate a sale or exchange of an interest in a vehicle subject to registration under this chapter or induces or attempts to induce any person to buy or exchange an interest in a vehicle;

(b) Represents that he or she has the ability to sell, exchange, buy or negotiate the sale or exchange of an interest in a vehicle subject to registration under this chapter or in any other state or territory of the United States;

(c) Receives or expects to receive a commission, money, brokerage fee, profit or any other thing of value from the seller or purchaser of a vehicle; or

(d) Is engaged wholly or in part in the business of selling vehicles or buying or taking in trade vehicles for the purpose of resale, selling or offering for sale or consignment to be sold or otherwise dealing in vehicles, whether or not he or she owns the vehicles.

2. “Dealer” or “vehicle dealer” does not include:

(a) An insurance company, bank, finance company, government agency or any other person coming into possession of a vehicle, acquiring a contractual right to a vehicle or incurring an obligation with respect to a vehicle in the performance of official duties or under the authority of any court of law, if the sale of the vehicle is for the purpose of saving the seller from loss or pursuant to the authority of a court of competent jurisdiction;

(b) A person, other than a long-term or short-term lessor, who is not engaged in the purchase or sale of vehicles as a business, but is disposing of vehicles acquired by the owner for his or her use and not for the purpose of avoiding the provisions of this chapter, or a person who sells not more than three personally owned vehicles in any 12-month period;

(c) Persons regularly employed as salespersons by dealers, licensed under this chapter, while those persons are acting within the scope of their employment;

(d) Persons who are incidentally engaged in the business of soliciting orders for the sale and delivery of vehicles outside the territorial limits of the United States if their sales of such vehicles produce less than 5 percent of their total gross revenue; or

(e) Persons who sell kit trailers but no other vehicle defined by this chapter.

[Part 1:202:1931; A 1951, 165; 1953, 280]—(NRS A 1975, 1069; 1993, 2339; 2007, 3201)

NRS 482.323 Established place of business required for dealers, short-term lessors and brokers; notification of Department of branches by short-term lessors.

1. Except as otherwise provided in subsections 2 and 3, every vehicle dealer shall maintain an established place of business in this State which:

(a) Includes a permanent enclosed building, owned in fee or leased, with sufficient space to display one or more vehicles which the dealer is licensed to sell; and

(b) Is principally used by the dealer to conduct his or her business.

2. Every used vehicle dealer, trailer dealer or semitrailer dealer shall maintain an established place of business in this State which has:

(a) Sufficient space to display one or more vehicles;

(b) Boundaries which are clearly marked; and

(c) A permanent enclosed building large enough to accommodate his or her office and provide a safe place to keep the books and other records of the business.

3. A short-term lessor shall:

(a) Designate his or her principal place of business as the short-term lessors established place of business and each other location where the short-term lessor conducts business as a branch that is operated pursuant to the license for the principal place of business.

(b) Notify the Department of each branch at which he or she conducts business by filing, on forms provided by the Department, such information pertaining to each branch as required by the Department.

4. Every broker shall maintain an established place of business in this State which is in a permanent building with sufficient space to accommodate his or her office.

(Added to NRS by 1981, 1044; A 1995, 2366; 1997, 2992)

NRS 482.326 Dealers: Location and name of business; designation of principal place of business and branches; branches may be operated under authority of license for principal place of business under certain conditions; change of name or location.

1. A vehicle dealer shall inform the Department of the location of each place at which the vehicle dealer conducts any business, and the name under which he or she does business at each location.

2. If a vehicle dealer does business at more than one location, the vehicle dealer shall designate one location in each county in which he or she does business as his or her principal place of business for that county and one name as the principal name of the business. The vehicle dealer shall designate all other business locations not otherwise designated as a principal place of business pursuant to this subsection as branches.

3. A vehicle dealer who maintains a principal place of business and one or more businesses designated as branches may operate those branches under the authority of the license issued by the Department to the principal place of business under the following conditions:

(a) The principal and branch locations are owned and operated by the same principal or group of principals listed on the records of the Department for the principal place of business;

(b) The sales activities conducted at a branch location are the same as those authorized by the Department at the principal place of business;

(c) The principal place of business and each branch location are located within the same county;

(d) The principal place of business and each branch location maintains the appropriate city or county license;

(e) The closest boundary of a branch location is not more than 500 feet from the principal place of business;


(f) The business sign displayed at each branch location meets the requirements of NRS 482.332 and is essentially the same in name, style and design as that of the principal place of business;

(g) Sales transactions originating at a branch location must be culminated, and the records of the transaction maintained, at the principal place of business; and

(h) The vehicle dealer shall provide all documentation which the Department deems necessary to ensure that each business location is operated in accordance with the provisions of this chapter and all other applicable laws and regulations established for the operation of a vehicle sales business in this State.

4. If a vehicle dealer changes the name or location of any of his or her established places of business, the vehicle dealer shall not conduct business as a vehicle dealer under the new name or at the new location until he or she has been issued a license for the new name or location from the Department.

(Added to NRS by 1979, 1023; A 1997, 91; 2007, 3206)

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5	
Agenda Item Type: Discussion/Possible Action		

- **Title:** 2024-053 A Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.
- **Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report as read into the record by staff, and in compliance with all Conditions of Approval, I [Commissioner], hereby move to waive the requirement for a Tentative Map and move to approve the Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 7758471144

- **Staff Summary:** This application was heard by the Planning Commission at their September 5, 2024 meeting. There was a brief discussion of the purpose of the new parcel and one adjacent property owner attended the meeting and asked questions on how this may impact their adjacent property. The property owner was satisfied with the explanation that this was changing property lines, but nothing physically was changing at the site. The Planning Commission voted 6-0 (one position vacant) to recommend approval of the application.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: September 17, 2024

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

Staff Contact: Kathy Canfield

File: 2024-053

Applicant: Storey County

Property Location: 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-156-02

Request: A Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.

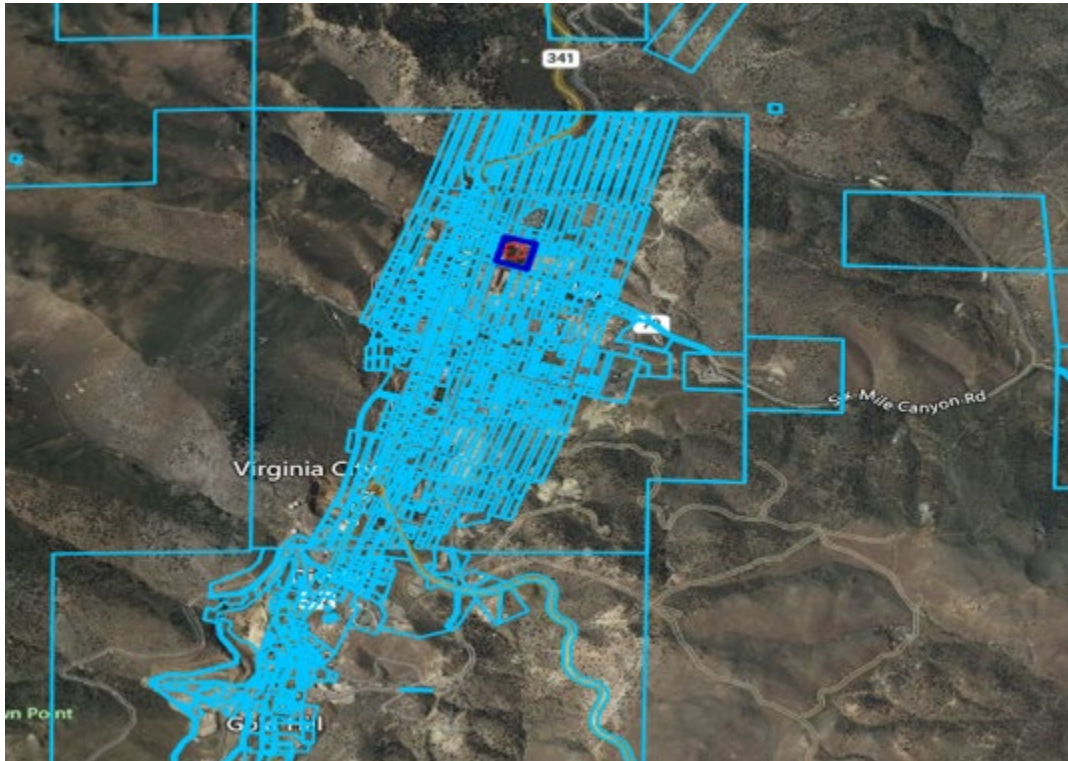
Planning Commission: This application was heard by the Planning Commission at their September 5, 2024 meeting. There was a brief discussion of the purpose of the new parcel and one adjacent property owner attended the meeting and asked questions on how this may impact their adjacent property. The property owner was satisfied with the explanation that this was changing property lines, but nothing physically was changing at the site. The Planning Commission voted 6-0 (one position vacant) to recommend approval of the application.

1. Background & Analysis

- A. Previous Approval.** This application builds on the recent abandonment application (File 2024-022) that was approved on June 18, 2024 by the Storey County Board of County Commissioners. This previous approval was to abandon a portion of F Street and G Street rights-of-way located between Mill Street and Carson Street within the Miner's Park property in Virginia City. The rights-of-way to be abandoned will be consolidated into the

adjacent parcels of land owned by Storey County and become one parcel. The rights-of-way to be abandoned are contained within APN 001-156-02.

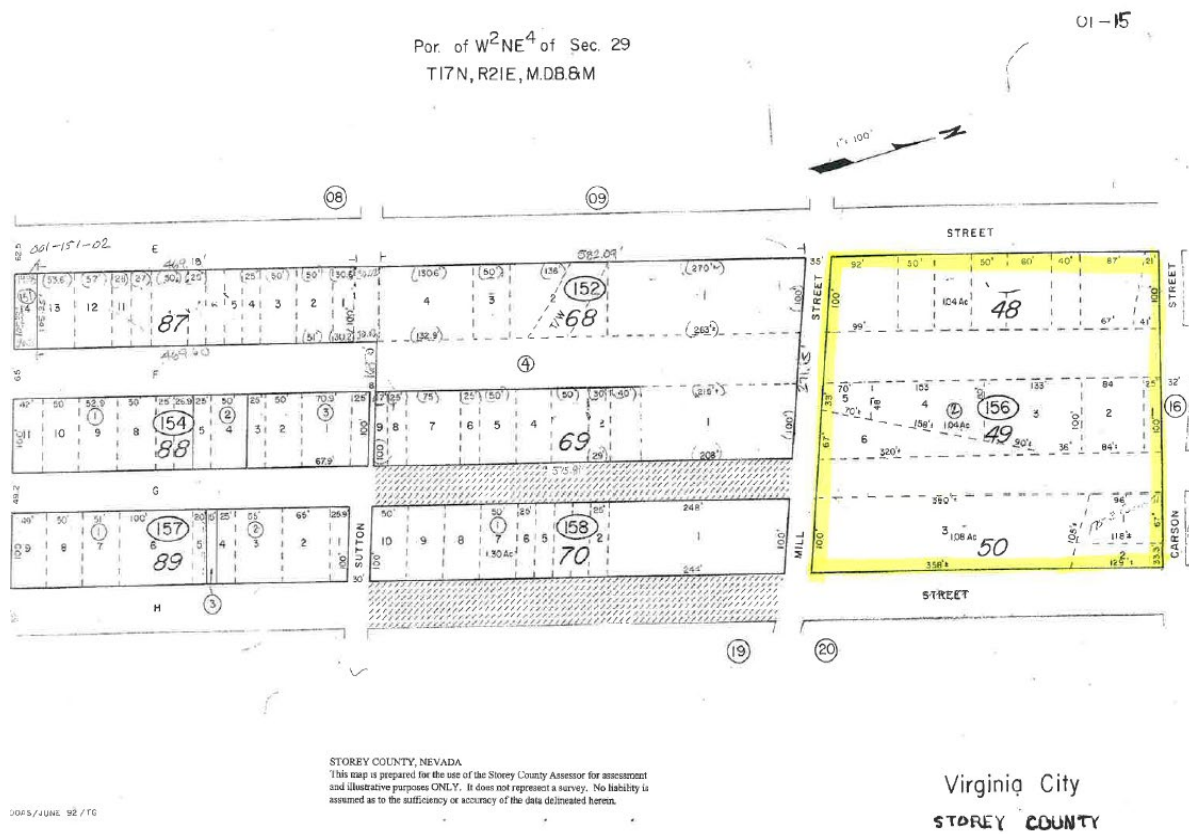
- B. Site Location & Background.** The proposed parcel map will be located within the boundary of Miner's Park in Virginia City. The proposal is to consolidate all existing parcels of land and abandoned right-of-way into one parcel and then create a new parcel of land for the existing Community Chest building located at the northeast corner of the site. Currently, Storey County and Community Chest have negotiated a long term lease for the land associated with the building, however Community Chest is finding that they are limited on many funding opportunities because of not owning the building/parcel.



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



Location Map



Assessor's Parcel Map

- C. **Proposed Project.** The proposed merger and resubdivision map will consolidate all the parcels within the boundary of APN 001-156-02 (Miner's Park), including the abandoned rights-of-way associated with F and G Streets (abandonment approved with File 2024-022) and then create a new parcel of land to be associated with the Community Chest building. The new parcel is approximately ½ acre in size and includes the existing building and associated exterior features.



Approximate parcel location, subject to final modifications

- D. **Parcel Maps.** Nevada Revised Statutes (NRS) sections 278.461 through 278.469 defines the requirements for Parcel Maps. Storey County has adopted Chapter 16.30 of the Storey County Code to also address Parcel Maps. This proposed project has been reviewed to be consistent with both NRS and Storey County requirements. Typically, a Parcel Map process provides for a Tentative Parcel Map and a Final Parcel Map. Because of the simplicity of this application, Planning staff is requesting the Planning Commission recommend waiving the requirement for a Tentative Parcel Map. Review of this application considered the requirements for both the Tentative Map and the Final Map.

2. Use Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed Parcel Map and Storey County Title 17 Zoning or the 2016 Master Plan.

	Land Use	Master Plan Designation	Zoning Designation
Land to be Abandoned	Public Park	Public Facilities	P Public
Land to the North	Parking Lot, Residential	Mixed Use Commercial-Residential	CR Commercial Residential
Land to the East	Vacant (mining tailings)	Single Family Residential	R1 Residential
Land to the South	Hotel, vacant land	Mixed Use Commercial-Residential	CR Commercial Residential
Land to the West	Residential	Mixed Use Commercial-Residential	CR Commercial Residential

B. Compliance with the Storey County Code. The parcel is located within the P Public zoning district. This zoning district does not have a minimum parcel size. There are no minimum setback requirements for the building from the new parcel lines. The proposed use is consistent with the land uses allowed for the Public zoning district.

C. Compliance with 2016 Storey County Master Plan.

This project is located within the V&T Midtown Area Specific Plan in Virginia City. The Master Plan does not identify any specific concerns for additional consideration for this site. The proposed parcel map will not change the physical appearance or use of the park and Community Chest building.

D. Findings for Tentative Parcel Maps

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

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

The proposed property is zoned P Public and the proposed parcels meet the requirements of the Public zoning district.

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

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

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

The proposed parcel configurations are consistent with the design standards.

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

This Parcel Map is not expected to impact roads, fire protection and other public utility facilities.

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

The entirety of the property is currently in Storey County's name and no property taxes are applicable.

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

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

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

This property is public land. No modification to public access to the land is proposed.

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

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

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

The proposed parcel configurations follow the development of the property.

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

This property is served by the Storey County municipal system. No changes to the water system service are proposed with this parcel map.

3. Findings of Fact

The Storey County Board of County Commissioners shall cite Findings in a motion for approval, approval with conditions, or denial. The approval, approval with conditions or denial of the requested Parcel Map must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board of County Commissioners may include additional Findings in their decision.

A. Motion for Approval. The following Findings of Fact are the minimum to be cited for a motion for approval or approval with conditions. The following Findings are evident with regards to the requested Parcel Map when the recommended conditions of approval in Section 4 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) This approval is for a Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.
- (2) The Parcel Map complies with NRS 278.461 through 278.469 relating to Parcel Maps and Chapter 16.30 of the Storey County Code, including the specific criteria outlined in Section 2.D of this staff report.
- (3) The Parcel Map complies with all Federal, State, and County regulations pertaining to Parcel Maps.

- (4) The Parcel Map will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.
- (5) The Parcel Map will not cause the public to be materially injured.
- (6) The conditions of approval for the requested Parcel Map do not conflict with the minimum requirements in Storey County Code Chapters 17.15 P Public zone or any other Federal, State, or County regulations.

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

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

4. Recommended Conditions of Approval

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

- A. Approval.** This approval for a Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.
- B. General requirements.** The Parcel Map must comply with Nevada Revised Statutes (NRS) 278.461 through 278.469 relating to Parcel Maps and Chapter 16.30 of the Storey County Code.
- C. Final Map.** The applicant shall submit to the Storey County Planning Department a Final Map for review and approval, whether or not the Planning Commission/Board of County Commissioners waive the requirement of a Tentative Map, before the Final Map is recorded with the Office of the Storey County Recorder. The Final Map must show all parcel boundaries, easements, and rights-of-way. Upon acceptance of the format, and completion of all other conditions of approval, the Final Map may be recorded. The Final Map must meet the form and contents pursuant to NRS 278.466.
- D. Access and Easements.** All existing streets, easements, and utility easements (unless approved for abandonment), whether public or private, must remain in effect and be delineated clearly on the Final Map.
- E. Duties of the Parcel Map Preparer.** The preparer of the proposed Parcel Map shall meet all requirements pursuant to NRS 278.461 through 278.469.

- F. Null and Void.** The Final Parcel Map must be recorded with the Storey County Recorder within 12 months of the Board's approval. If the Final Map is not recorded by that time, this approval will become null and void.

5. Public Comment

As of August 27, 2024, Staff has received no written comments from the public. One adjacent property owner spoke at the September 5, 2024, Planning Commission meeting. She asked questions about the proposed application and had them answered by staff and Planning Commissioner Sober. She had no further comment.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners 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 under Section 3.A of this report. Those findings should be made part of that motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended Motion (motion for approval)

In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report as read into the record by staff, and in compliance with all Conditions of Approval, I [*Commissioner*], hereby move to waive the requirement for a Tentative Map and move to approve the Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.

B. Alternative Motion (motion for denial)

In accordance with the Findings under section 3.B of this report and other Findings against the recommendation for approval with conditions by the Planning Commission and Staff, I [*Commissioner*], hereby move to deny the Parcel Map (merger and resubdivision) to consolidate numerous parcels of land and abandoned right-of-way within the Miner's Park property and to create a new parcel of land associated with the Community Chest building at the northeast corner of the project area. The property is located at 106 E. Carson Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number 001-156-02.



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the First reading for On-Sale Liquor License. Applicant is Mandeep Kaur, Roots Indian Restaurant & Bar, 420 USA Pkwy, Mc Carran, NV.
- **Recommended motion:** I (insert name) motion to approve the First reading for On-Sale Liquor License. Applicant is Mandeep, Kaur, Roots Indian Restaurant & Bar, 420 USA Pkwy, Mc Carran, NV.
- **Prepared by:** Dore Fate

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** First reading for On-Sale Liquor License. Applicant is Mandeep, Kaur, Roots Indian Restaurant & Bar, 420 USA Pkwy, Mc Carran, NV.
- **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



Storey County Liquor Licensing Board

Agenda Action Report

Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the Second Reading for On-Sale Liquor License. Applicant is Edward Lee Feriance, Champagne & Chocolate located at 5 North C Street, Virginia City, NV 89440.
- **Recommended motion:** I (insert name) motion to approve the Second Reading for On-Sale Liquor License. Applicant is Edward Lee Feriance, Champagne & Chocolate located at 5 North C Street, Virginia City, NV 89440.
- **Prepared by:** Dore Fate

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** Second reading for On-Sale Liquor License. Applicant is Edward Lee Feriance, Champagne & Chocolate located at 5 North C Street, Virginia City, NV 89440.
- **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: 10/1/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** To approve a contract for design services from Tectonics Design Group for preliminary architectural design to support the development of plans for the addition to Fire Station 71 in Virginia City and to authorize the County Manager to sign the contract in an amount not to exceed \$39,000.00.
- **Recommended motion:** I, [commissioner], move to approve the contract for design services from Tectonics Design Group for preliminary architectural design to support the development of plans for the addition to Fire Station 71 in Virginia City and to authorize the County Manager to sign the contract in an amount not to exceed \$39,000.00.
- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 7752304255

- **Staff Summary:** This contract is to address the proposed site change and the required preliminary design, scoping, and cost estimating to move into the RFQ for full design phase of the project.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 39000
- **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



September 4, 2024

Storey County
145 North C Street
Virginia City, Nevada 89440

RE: Prelim work for Virginia City Fire Station - *Architectural Design Proposal*

Dear Storey County:

Thank you for including us in the above endeavor. This letter outlines our understanding of the overall project and of our scope.

PROJECT DESCRIPTION

You are proposing to pursue preliminary plans for the project mentioned above, which consists of the following tasks on our end:

- New location of the fire station will be between the two existing fire station buildings, with a footprint of roughly 3,000 sf per floor
- Refinement of the site plan, which will likely include iterations with the civil engineer to confirm grading, drainage, etc.
- Building floor plan and elevations for the three-story building as well as upgrading the existing fire station building to remain.

SERVICES NOT INCLUDED

1. Phase 1 or NEPA reports.
2. Artistic renderings, which we can provide in the future, a typical fee is \$3,500.
3. Landscape, geotechnical report, and special inspection
4. Preparation for processes such as zone change or special use permit, other than exhibits.
5. LEED or Green Building concepts, which can be included separately if required.
6. Significant redesign or major adjustments to the scope shown in the Project Description.

FEES & SCHEDULE

We propose the services described above for the fixed sums shown below.

Conceptual Site Planning, coordination with Civil	\$ 19,500
Fire Station Elevations and floor plan	\$ 19,500

If other elevations for items such as screen walls, retaining walls and trash enclosures are required, we may provide those on an hourly basis depending on the scope.

ACCEPTANCE

This proposal is valid if accepted within 60 days of its date. If it is acceptable to you, please sign and return the attached contract so that we may schedule the work. Thank you.

Sincerely,
TECTONICS DESIGN GROUP, INC

A handwritten signature in blue ink, appearing to read "Barrett Donovan", with a long horizontal flourish extending to the right.

Barrett Donovan
Principal

STANDARD AGREEMENT

The Consulting Agreement between **Storey County Fire Protection District** (herein referred to as "Client") and **TECTONICS DESIGN GROUP, INC.** a Nevada Corporation (herein referred to as "TDG") is made and entered into for the provision of professional services. Whereas, TDG will perform services outlined in our proposal letter dated **September 4, 2024** the parties agree as follows:

1. **Schedule and Delays**

- a) TDG will perform the services in accordance with mutually agreed upon schedules.
- b) TDG will notify Client of any added costs that result from protracted delays.
- c) TDG is excused from any delays that result from events beyond its control, including acts of God, acts of the Client, acts of public agencies, or failure of Client to make prompt progress payments to TDG.
- d) TDG shall not be liable for damages caused by delay in project completion. These damages include lost opportunity costs, lost rent, interest, and changes in political policies.

2. **Compensation & Lien Potential**

- a) Typically a 25% retainer is provided prior to starting design, and 50% is due at permit submittal.
- b) All sums under this agreement shall be due and payable upon receipt of billing. Interest shall accrue at the rate of 1½% per month on bills thirty (30) days past due; interest shall be deemed included in all sums under this agreement.
- b) Should it become necessary to retain legal counsel to enforce any terms of this agreement, all legal and collection expenses shall be paid by the losing party in such actions.
- c) In the event any invoice becomes over (60) days past due, TDG reserves the right to suspend or terminate work. If TDG stops work due to nonpayment, Client agrees TDG is not responsible for project missed deadlines or delays.
- c) This contract gives formal notice that by providing these services, TDG may at a future date, claim a lien against the project property as provided by law.

3. **Ownership of Work Product**

- a) All materials relating to this project which originate from TDG are the property of TDG. Upon request, TDG shall provide copies of materials to the Client. TDG will not provide copies of project materials to any other parties without the permission of the Client.
- b) Client agrees that all plans specifications, and calculations furnished to the Client are for use solely by the Client on this project. These items may not be modified or reused on subsequent projects and may not be sold or given to others without written permission from TDG.

4. **Confidentiality**

- a) TDG agrees that certain matters related to the project are of a confidential nature, particularly regarding potential tenants, land acquisitions or sales. TDG agrees to maintain confidentiality in regards to the project, unless disclosure is required by a court of law or to defend against suit or claim.

5. **Insurance**

- a) TDG represents and agrees that it and its staff are protected by Workers Compensation Insurance and that it has coverage under public liability and property damage insurance policies. Certificates of Insurance will be provided to the Client when requested.

6. **Limitation of Liability**

- a) Client agrees to limit TDG's liability to the client and to all construction contractors & subcontractors arising from TDG's professional acts, errors, and omissions such that the total aggregate liability to all those named shall not exceed \$100,000.

7. **Indemnification**

- a) TDG shall indemnify and hold harmless the Client from and against any liability or any claims, suits or actions arising out of, made or asserted for any damage to persons or property, occasioned by the sole negligence, errors or omissions of TDG in connection with the performance of TDG's obligations under this Agreement.

The client shall indemnify and hold harmless TDG from and against any claims, suits or actions made or asserted for any damage to persons or property occasioned by the Client's negligence in connection with performance of any of the his obligations under this Agreement. Additionally, the Client agrees to execute acceptable indemnification agreements if TDG is required to perform nominee services.

8. Third Party Review

- a) Unless explicitly included in TDG's proposal letter, no design time or fee has been included for response to a private, third-party review of TDG's design. Only responses to jurisdictional reviews are anticipated and included.
- b) TDG is not responsible for damages resulting from any third-party review occurring after construction has begun. Client and Owner acknowledge that the proper time for any third-party review is during design, when changes can be more easily incorporated into the Project scope.

9. Termination

- a) Either party may terminate this Agreement by seven (7) days written notice to the other party. In such event, Client shall fully pay TDG for all work authorized and performed prior to notice of termination.

10. Assignability

- a) Neither party to this agreement may delegate, assign, sublet, or transfer his duties or interest to the Agreement without written consent from the other party.
- b) This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

11. Disputes

- a) In the event of a dispute between Client and TDG in connection with this Agreement the parties agree to submit the dispute to nonbinding mediation unless mutually agreed otherwise. The Client and TDG further agree to include a similar mediation agreement with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to enter similar mediation agreements with their subcontractors, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements. Each party shall bear its own expenses in connection with the mediation and the fees and expenses of the mediator shall be divided equally between the parties; provided that, if the mediator determines that a party's position was without substantial merit or was taken in bad faith he may require that party to bear all or a portion of the expenses of the other party including reasonable attorney's fees and more than one-half of the fees and expenses of the mediator.

12. Standard of Care

- a) Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily expected by members of the profession currently practicing in the project's community under similar conditions. No other warranty is expressed or implied.
- b) If a required item or process is omitted from TDG's documents in error, TDG shall only be responsible for extra costs caused by the omission, not the costs of the item or process itself.

13. Law The governing laws for this Agreement shall be those of the jurisdiction of the Project.

14. Project Completion TDG's services are complete 60 days after "Notice of Substantial Completion" is filed.

15. Termination

- a) The Client and the Consultant hereby acknowledge and agree that this Agreement shall become effective on the date specified herein and shall continue to be in full force and effect, unless terminated by either of the Parties hereto.
- b) Either Party may terminate this Agreement upon written notice to the other Party or if any of the following events occur:
- c) if either Party to this Agreement is in breach of any of its obligations contained in this Agreement which is not remedied within thirty (30) days of written notice from the other Party; or
- d) if each of the Parties hereto is approved and involved in any bankruptcy proceedings, or an administration order is made or a receiver or an administrative receiver is appointed over any of the other

Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle a court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order in respect of the other Party.

- e) The Client shall have the right to terminate with or without cause, the Services or any portion thereof, at any time, by thirty (30) days advance written notice in the case of termination without cause and with immediate written notice in the case of termination for cause, to Consultant specifying the Services to be terminated and the effective date of the termination. Upon such notice the Consultant shall discontinue the Services in accordance with the notice, and shall take such steps as may be necessary to minimize the costs associated with the termination of Services. The Consultant shall be reimbursed for those costs pre-approved by the Client that are reasonably incurred by the Consultant as a direct result of the termination of the Services. The Consultant shall continue to perform all non-terminated portions of the Services, and this Agreement shall remain in full force and effect with respect to those non-terminated portions of the Services, if any.
- f) Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party to this Agreement nor shall it affect the coming into force or the continuance in force of any provision contained herein which is expressly or by implication intended to come into or continue in force on or after such termination. Termination for non-appropriation. The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.

16. Modification of Agreement

The conditions of this Agreement may not be modified except by written agreement between the Consultant and the Client, and no amendment to this Agreement shall be binding on either party unless reduced to writing and signed by an officer or duly authorized representative of the party sought to be bound thereby.

TECTONICS DESIGN GROUP, INC.

By (name): Barrett Donovan, SE

Signature: 


Date: September 4, 2024

Storey County Fire Protection District

By (name): _____

Signature: _____

Date: _____

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 20 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** In accordance with land appraisal and acceptance of conditional offer of purchase, consideration and possible approval opening escrow, completing title search, and after determination of clean title, purchasing vacant land located at 935 State Route 341 (Truck Route) APN 002.023.08 Virginia City, Storey County, Nevada, for the appraised value of \$41,000 to facilitate improved access to the county jail facility.
- **Recommended motion:** In accordance with land appraisal and acceptance of conditional offer of purchase, I (commissioner) motion to approve opening escrow, completing title search, and after determination of clean title, purchasing vacant land located at 935 State Route 341 (Truck Route) APN 002.023.08 Virginia City, Storey County, Nevada, for the appraised value of \$41,000 to facilitate improved access to the county jail facility.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 7758470968

- **Staff Summary:** County staff approached the owner of the subject property which is situated adjacent to the Storey County Detention Center and State Route 341 Truck Route. The subject property encroaches into facility parking and egress areas, and it may be better suited to facilitate drainage and other improvements related to the adjacent jail. The owner of the property responded to the initial outreach in agreement to proceed with an appraisal of the property.
-
- Storey County Code 2.22 requires that the county to assign appraisers to projects in order of its list of qualified appraisers. Anthony J. Wren and Associates was the most recently used appraiser on this project; therefore, Mark Stafford Real Estate Appraisers would be chosen to perform the next appraisal of a county project.
-
- The appraisal report shows the value of the property at \$41,000. The county furnished a conditional offer to purchase the property for this amount, and the offer was accepted on August 30, 2024. The offer was contingent on the county having available budget funds for the purchase, a clear title search of the property being obtained, and approval by the board. Escrow and title search will commence promptly upon the board authorizing purchase of the property.

- **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



STOREY COUNTY COMMISSIONERS' OFFICE

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

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

Austin Osborne, County Manager

August 30, 2024

Keith Serpa
DGD Development
951 Jacks Valley Road, Suite E
Carson City, NV 89705

Attention: Keith Serpa and Corrado DeGasperis

Re: Conditional Offer of Purchase for 935 State Route 341, APN 002.023.08

Mr. Serpa:


In accordance with the enclosed property appraisal dated July 16, 2024, by Mark Stafford Real Estate Appraiser, and conditioned upon approval by the Board of Storey County Commissioners in accordance with NRS 244.275 authorizing Storey County to purchase real property after its value has been established by a sworn appraiser selected pursuant to Storey County Code 2.22, Storey County hereby provides a conditional offer to purchase vacant land located at 935 State Route 341 (enclosed exhibit), Storey County, Nevada (APN 002-023-08) not to exceed \$41,000.00.

This offer is also conditioned upon Storey County having available budget funds for the purchase, a clear title search of the property is obtained, and other conditions to be discussed.

This conditional offer is valid for 15 days from the date of this letter.

Thank you for your consideration in this matter. Please reach the County Manager's Office with any questions.

Regards,



Austin Osborne
Storey County Manager

Enclosures: Property Appraisal

Copied: Commission Chairman, Jay Carmona
Storey District Attorney's Office
Storey County Comptroller

Agenda

Discussion/For Possible Action:

In accordance with land appraisal and acceptance of conditional offer of purchase, consideration and possible approval opening escrow, completing title search, and after determination of clean title, purchasing vacant land located at 935 State Route 341 (Truck Route) APN 002.023.08 Virginia City, Storey County, Nevada, for the appraised value of \$41,000 to facilitate improved access to the county jail facility.

Motion

In accordance with land appraisal and acceptance of conditional offer of purchase, I (commissioner) motion to approve opening escrow, completing title search, and after determination of clean title, purchasing vacant land located at 935 State Route 341 (Truck Route) APN 002.023.08 Virginia City, Storey County, Nevada, for the appraised value of \$41,000 to facilitate improved access to the county jail facility.

Staff Summary

County staff approached the owner of the subject property which is situated adjacent to the Storey County Detention Center and State Route 341 Truck Route. The subject property encroaches into facility parking and egress areas, and it may be better suited to facilitate drainage and other improvements related to the adjacent jail. The owner of the property responded to the initial outreach in agreement to proceed with an appraisal of the property.

Storey County Code 2.22 requires that the county to assign appraisers to projects in order of its list of qualified appraisers. Anthony J. Wren and Associates was the most recently used appraiser on this project; therefore, Mark Stafford Real Estate Appraisers would be chosen to perform the next appraisal of a county project.

The appraisal report shows the value of the property to be \$41,000. The county furnished a conditional offer to purchase the property for this amount, and the offer was accepted on August 30, 2024. The offer was contingent on the county having available budget funds for the purchase, a clear title search of the property being obtained, and approval by the board.

Escrow and title search will commence promptly upon the board authorizing purchase of the property.

Mark E. Stafford

Real Estate Appraiser

226 N B St PO Box 349
Virginia City, NV 89440

775-750-9078
mark@staffordappraisal.com

July 16, 2024

Austin Osborne, County Manager
Storey County
PO Box 176
Virginia City, NV 89440

SENT VIA E-MAIL

RE: 935 SR 341 APN 02-023-08 Storey County, NV

Dear Mr Osborne,

Pursuant to your request, the undersigned has prepared an appraisal report of the above-referenced property. The attached report sets forth the descriptions, analyses and estimate of Market Value. The estimate of value is made effective my last date of physical inspection, June 15, 2024.

An appraisal report of 33 pages is attached hereto and made a part hereof and the valuation is made subject to the comments and conditions appearing on such pages. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the Uniform Standards of Professional Appraisal Practice. This report has been made in conformity with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Practice as stated in the Uniform Standards of Professional Appraisal Practice as adopted by the State of Nevada's Commission of Appraisers.

I am of the opinion that effective June 15, 2024, the subject property has a Market Value as defined in the attached report of:

FORTY-ONE THOUSAND DOLLARS
(\$41,000.00)

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark E. Stafford', is written over a light gray rectangular background.

Mark E. Stafford, Certified General Appraiser
State of Nevada No. A.0000178-CG

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Introduction

Purpose of Appraisal

The purpose of this appraisal report is to provide an estimate of Market Value for the property described in this report. The property appraised consists of a vacant parcel of land located in the unincorporated Town of Gold Hill, Storey County, Nevada. The estimate of value is made effective the last date of physical inspection, June 15, 2024. The appraisal report was prepared July 16, 2024.

Market Value Defined

The subject property is being considered for acquisition by Storey County for potential expansion of the Storey County Detention Center. The type of value sought in this appraisal report is Market Value. For this appraisal assignment, that value is defined in statute as follows:

The highest price, on the date of valuation, that would be agreed to by a seller, who is willing to sell on the open market and has reasonable time to find a purchaser, and a buyer, who is ready, willing and able to buy, if both the seller and the buyer had full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. In determining value, except as otherwise provided in this subsection, the property sought to be condemned must be valued at its highest and best use without considering any future dedication requirements imposed by the entity that is taking the property. If the property is condemned primarily for a profit-making purpose, the property sought to be condemned must be valued at the use to which the entity that is condemning the property intends to put the property, if such use results in a higher value for the property.

Source: Nevada Revised Statutes Chapter 37-Eminent Domain
Definitions: NRS 37.009(6)

It is noted that the above definition is materially different than the standard definition of Market Value. The above definition uses the term "The highest price..." whereby the typical definition uses the term "The most probable price..."

Another difference is the consideration of the use planned by the condemning authority and if that use creates a higher value. The potential future use is not considered to be a “higher use” creating a higher value than those probable uses currently available.

Property Rights Appraised

The property rights appraised represent the Fee Simple Estate of the surface rights to the real property. Mineral Rights and Sub-Surface Rights are retained by an unrelated party and not included in the valuation. This situation is typical for this market area and other historic mining communities in Nevada.

The estate appraised may be defined as follows.

Excepting the retention of Mineral Rights and Sub-Surface Rights, absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Intended User

This appraisal report has been prepared for the Storey County Manager’s Office and its’ designees.

Intended Use

The intended use of this report is for decision-making purposes related to the possible acquisition of the subject property. Any other use by any other user is prohibited and renders the analyses and opinions stated in this report invalid.

Scope of the Appraisal

The undersigned researched sales of vacant and improved properties from the subject and competing neighborhoods. This included the examination of sales records maintained by the Storey County Assessor’s Office and those reported by area real estate professionals. Additionally, a survey of offerings of both vacant and improved properties was made during the normal course of inspecting the subject neighborhood and general market area. In addition to market data, information

regarding general economic conditions, building activity, occupancy levels, rental rates, employment trends, and other pertinent data were examined.

USPAP Compliance

The appraisal process and preparation of this report have been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). The State of Nevada's Commission of Appraisers has adopted these standards for all licensed and certified appraisers conducting appraisals in the State of Nevada. This report is considered an Appraisal Report as defined by USPAP and is not a Restricted Appraisal Report. The Departure Provision of USPAP was not invoked in the valuation process or preparation of this appraisal report.

The appraiser preparing this report has been a professional appraiser in the State of Nevada since 1977. The undersigned has had the opportunity to appraise numerous commercial, industrial, rural, and residential properties throughout central, western, and northern Nevada. These appraisals have included the subject property type and locations in Storey County. It is felt that the appraiser preparing this report has the necessary experience and resources to complete the appraisal assignment in a competent, knowledgeable, and credible manner.

Identification of the Property

The property appraised is in the unincorporated Town of Gold Hill, Storey County, Nevada. This parcel is located at 935 Nevada State Route 341. The property is denoted as Storey County Assessor's Parcel Number 002-023-08. A legal description of the subject is as follows.

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

That parcel noted as the "Propane Tank Lot" depicted in the Record of Survey Map recorded as Document No. 67649 on June 4, 1991. This .280 acre parcel being a portion of Lot 44, Block 1, Range O, Town of Gold Hill, Storey County Nevada located in Township 17N, Range 21E, M.D.M.B.&M.

Owner of Record

As per the Storey County Assessor's Office, the subject property is vested as follows.

Sutro Tunnel Co.
PO Box 1724
Carson City, NV 89702

Property History

For the three-year period prior to the date of valuation, there were no arms-length transactions of the subject property. For the twelve-month period prior to the date of valuation, the undersigned discovered no listings or offerings for the subject.

Extraordinary Assumptions & Hypothetical Conditions

The Uniform Standards of Professional Appraisal Practice allows the appraiser to make an Extraordinary Assumption or assume a Hypothetical Condition as predicated conditions in an appraisal assignment. An Extraordinary Assumption is a non-standard assumption that assumes a condition or fact which is unknown or uncertain. A Hypothetical Condition assumes a condition which is known to be contrary to fact.

Neither of these non-standard assumptions or conditions were made by the appraiser in the preparation of this appraisal report.

Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

- No responsibility is assumed for the legal description or for matters including legal or title considerations.
- Title to the property is assumed to be good and marketable unless otherwise stated.
- The property is appraised as-if free and clear of any or all liens or encumbrances unless otherwise stated
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- It is assumed that all applicable zoning and use regulation and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative

authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachment or trespass unless noted in the report.

This appraisal report has been made with the following general limiting conditions:

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, nor the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or any other media without the prior written consent and approval of the appraiser.

- The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
- The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of such conditions. The appraiser's routine inspection of, and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions that would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Descriptive Data

Regional and Town Data

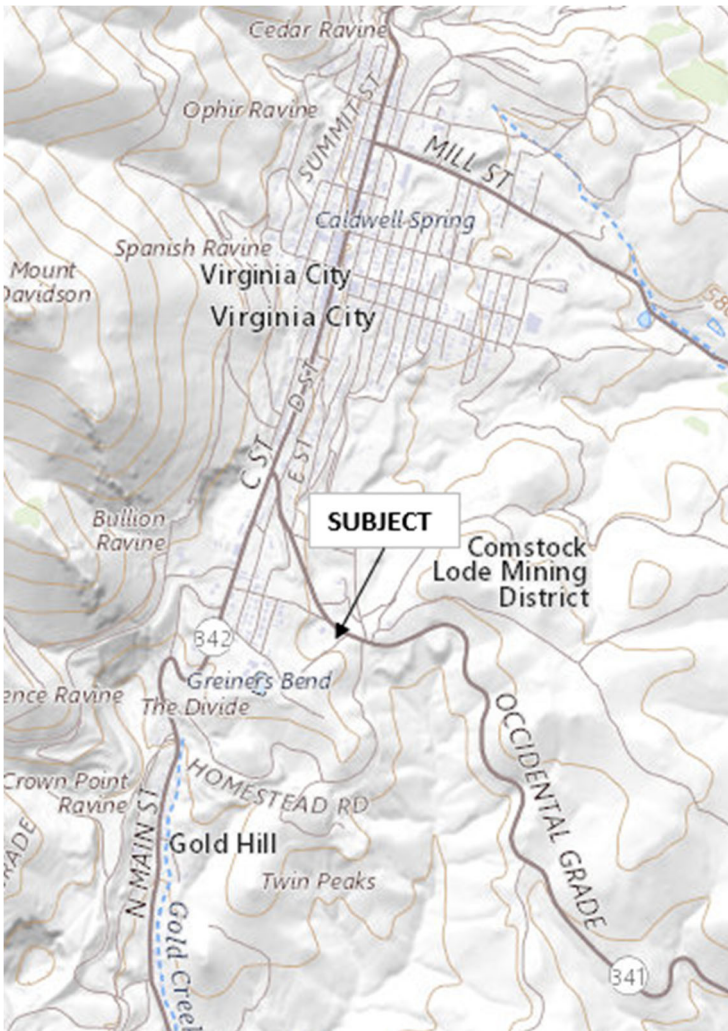
The subject property is in the unincorporated Town of Gold Hill, Nevada in the historic Comstock Lode Mining District. The subject's physical location is between central Gold Hill and downtown Virginia City, being just south of the latter. Technically the subject is in the Gold Hill tax district. However, most would consider it to be on the southern outskirts of Virginia City. In fact, the Storey County Sheriff's Office refers to their detention facility, which borders the subject, to be in Virginia City.



Virginia City is the County Seat for Storey County. The townsite is located along Nevada State Route 341 which extends from south Reno at US Highway 395 to Virginia City. At the Fourth Ward School at the south end of town, the highway splits. State Route 342 travels southward through Gold Hill and Silver City. State Route 341 turns southeast where it is designated as the "Truck Route" accessing the subject property. The Truck Route designation ends at Silver City and SR 341 ends at US Highway 50 in Mound House, Nevada. Turning westward there on US 50 it is a 12-

minute drive to the Nevada State Capitol of Carson City. Eastward US 50 accesses the bedroom communities of Dayton, Stagecoach and Silver Springs. At Silver Springs, US 50 intersects Alternate US Highway 95 connecting with Fernley and Interstate 80 to the north, and Yerington to the south. US 95 accesses Las Vegas some 400 miles south of Silver Springs.

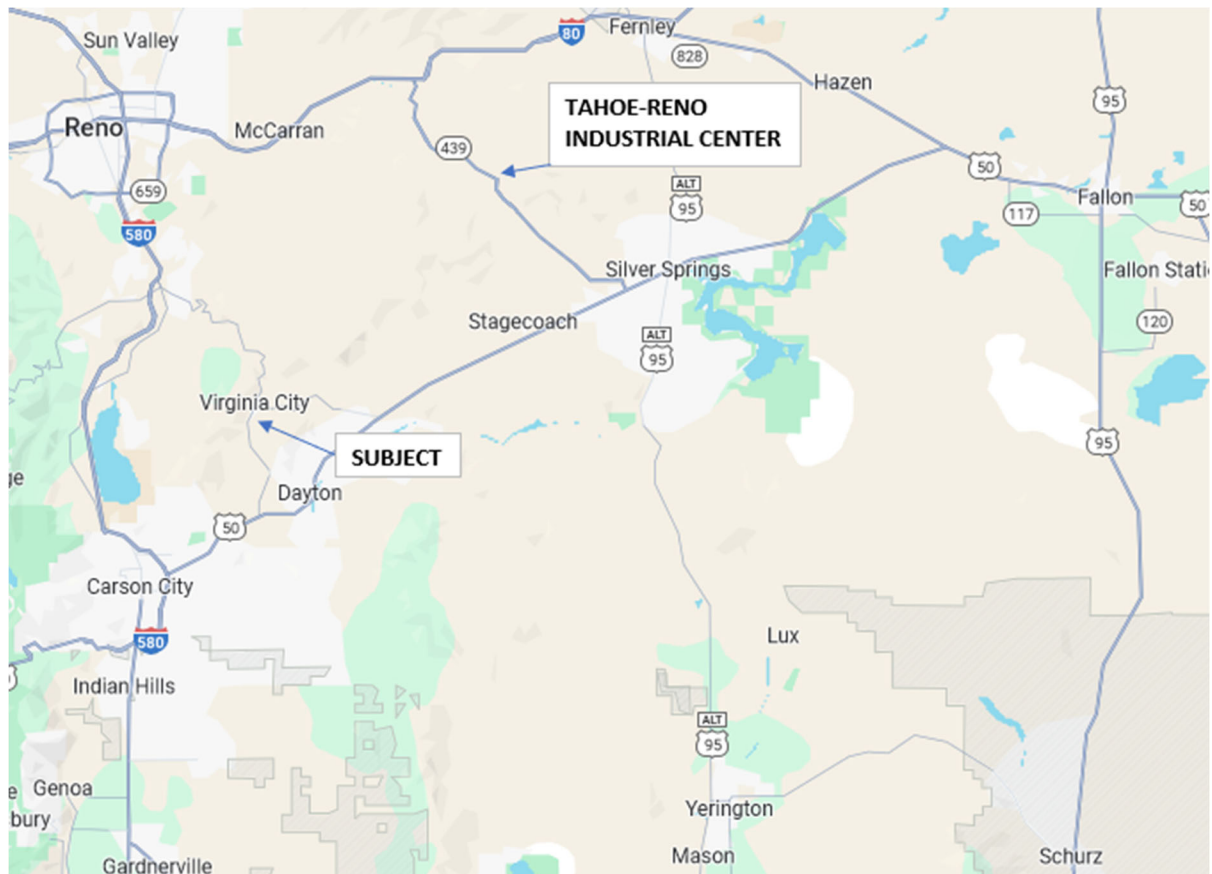
The town of Virginia City is found along the eastern slope of Mt Davidson at an elevation of 6,200 feet. After the discovery of gold and silver ore here in 1859, the



town population grew to some 25,000 persons by the mid-1870s. The Gold Hill population reached 8,000 people around this same time. During this period, the Comstock Lode discovery and subsequent regional growth surpassed any other precious metal discoveries in the United States. By 1876, Nevada produced over half of the precious metals in the country. Virginia City was deemed “The Richest City in the United States”. The wealth produced here was credited with building San Francisco and supporting the Union during the Civil War. The State motto “Battle Born” and the nickname “The Silver State” are due to the Comstock Lode.

By 1880 the mines were playing out and the town population fell to 10,917 persons. During most of the 20th century the population held in the 500-to-600-person range. The 2020 Census places the population of Virginia City at 787 people. The US Census Bureau reports Storey County has an estimated total population of 4,170 people as of July 1, 2022.

In the 1950s and 1960s Reno's tourism was picking up with legalized gaming and no-fault divorces. With Reno some 25 minutes away, Virginia City received some tourist spill-over, but Storey County remained one of the poorest counties in the state. During the 1960s and 1970s the television show Bonanza put Virginia City front and center to a national audience. Tourism resuscitated the town and continues to be the area's major economic driver today. An article by the University of Nevada at Reno estimates that Virginia City attracts two million visitors a year.



Located in Storey County northeast of Virginia City is the Tahoe-Reno Industrial Center. The “TRI Center” is found along Nevada State Route 439 between Interstate 80 and US Highway 50. Encompassing some 167 square miles, it is regarded as the largest industrial center in the United States. Notable occupants here include Tesla, Switch Data Centers, James Hardie, Google, Panasonic, PetSmart and Wal-Mart. Tesla developed their Gigafactory 1 here and had started to build their semi-truck manufacturing facility at the same location.

In Q3 2018 the US Bureau of Labor Statistics estimated total park employment to be 18,000 persons. In Q3 2022 the US Bureau of Labor Statistics reported total Storey County employment to be 19,871 persons. In 2019 Tesla reported total employment at

the Gigafactory, which would include Panasonic and Heitkamp/Thumann, to be 7,557 persons. These figures suggest that approximately 40% of Storey County's total employment is found in one building.

In April of 2024 Tesla announced it would be laying off 693 employees at Gigafactory 1 in the TRI Center. At the same time, it was reported 3,933 layoffs would occur in California and some 2,000 in Texas. These planned layoffs in Nevada were reported to be effective June 14. Construction of the planned semi-truck facility next to Gigafactory 1 has stopped. The layoffs are part of Tesla's plan to cut more than 10% of the global workforce due to declining demand and loss of market share in the electric vehicle industry.

Seasonally Adjusted
Unemployment Rates

	May 24	April 24
US	4.0%	3.9%
Nevada	5.1%	5.1%
Storey	4.8%	4.3%
Washoe	4.5%	4.2%
Carson	4.8%	4.6%
Clark	5.6%	5.2%

The unemployment rate for the State of Nevada, as reported by the Nevada Department of Employment, remains at a seasonally adjusted 5.1%. While this is less than the 5.4% reported year-end in December 2023, the current rate is the third highest in the nation. Southern Nevada continues to recover from significant job losses in the hotel and entertainment industries caused by the pandemic. Storey County's unemployment rate was 4.8% in May up from the 4.3% rate in the prior month. This is significantly higher than the December 2023 rate of 3.5%. Washoe County, home to the Reno-Sparks' metro area, had an unemployment rate of 4.5%. Neighboring Carson City had a rate of 4.8% matching the Storey County figure.

In reviewing sales activity for residential properties in the Virginia City/Gold Hill market, the undersigned reviewed data provided by Zillow and the Storey County Assessor's Office. Currently there are five active single-family residential listings ranging in asking price from \$350,000 to \$1,000,050. The median asking price is \$519,000. The median days-on-market is 107 days.

For the twelve-month period ending July 2, 2024, there were 15 transactions of residential properties in the Virginia City/Gold Hill market. The median sales price was \$475,000 and median days on market was 59. The selling prices had a median reduction from list price at time of sale of 4.1%. Using the rate of 15 sales per year, or 1.25 homes per month, the current five listings provide a four Months' Supply of Inventory (MSI). A normal real estate market, where factors of supply and demand are in balance, would be expected to have an MSI of four to six months.

My research into residential rentals reveals a continued lack of available properties. The only offering found was an apartment in a modern-style, four-plex located in lower Gold Hill on Main Street. This second-floor unit contains two bedrooms, one bath, 950 square feet, offers covered parking and a shared coin-operated laundry. The landlord is offering to pay water, sewer, and garbage. The asking price is a previously unheard level of \$1,650.00 per month. It has been offered for 45 days.

Neighborhood Discussion

The subject site is found on the southern edge of Virginia City east of The Divide residential district. The parcel is approximately 3/10 of a mile southeast of C Street where Nevada State Route 341 becomes designated as the Truck Route. It is at this point Nevada State Route 342 begins, traveling southward to central Gold Hill and Silver City. The most recent traffic data from the State of Nevada's Department of Transportation (NDOT) is from 2022. That data shows traffic is light on the Truck Route with an annual average daily traffic count measured between D and F Streets of 470 vehicles. On SR 342, south of its' split with SR 341, the count is 1,800 vehicles per day. By comparison, at two locations on Virginia City's primary commercial roadway, C Street, the average was 2,200 and 2,500 vehicles per day.

Northwest of the subject parcel SR 341 intersects F and D Streets. The area north of that is mostly residential in nature. Turning northerly on F Street offers access to tourist attractions such as the Chollar Mine and the Virginia and Truckee (V and T) Train Station. The V and T Train Yard, where equipment is stored, maintained, and repaired, is directly north of the subject. The Fourth Ward School, a restored 19th century school and active museum fronts C Street at the Truck Route.

Directly north of the subject a dirt road extends from the highway accessing a residential property. West of the subject at The Divide is the Storey County Public Works facilities on Toll Road. Near this is the Storey County Building Department. Along the west side of SR 342 is the Nevada Department of Transportation Maintenance yard. North of this is the Storey County Justice Court.

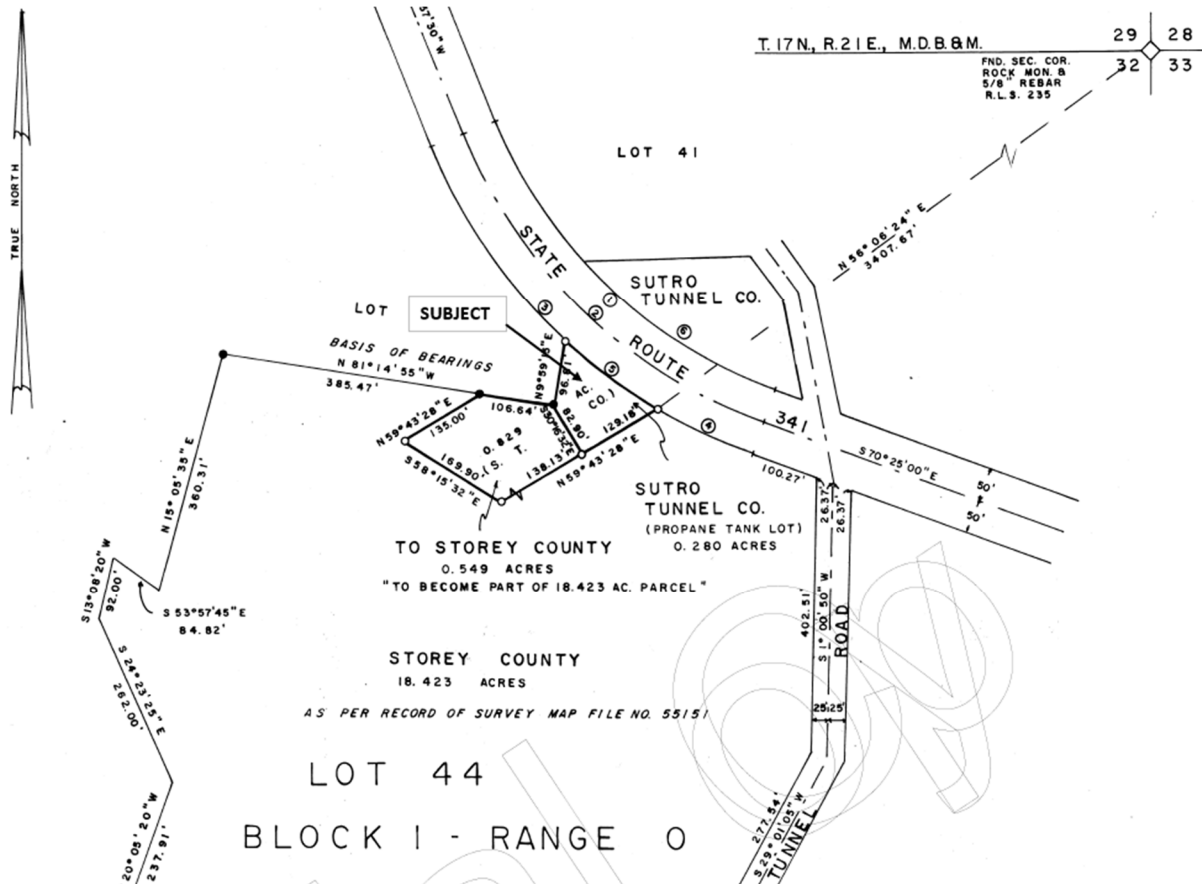


Just east of the subject property is the intersection of SR 341 and Tunnel Street. This dirt roadway initially travels southward, then turns westerly accessing northern Gold Hill proper at SR 342. Immediately east of Tunnel Street, SR 341 features a bridge over the V and T railway. Just east of this is a residence on the north side of the highway, and a hobby-farm on the south side, denoting the southeast end of town.

The subject neighborhood includes the residential properties at The Divide and south Virginia City tracts, nearby low-intensity and sparsely developed lands, governmental uses, and a few commercial uses on SR 342. This mixed-use area is typical of a small community and the Virginia City market. The location is a short drive to the Downtown Business District, but not judged to be an easily walkable distance on a steep grade.

Site Analyses

The subject is an irregular-shaped parcel fronting State Route 341. As a State Highway this roadway is maintained by the Nevada Department of Transportation (NDOT). The total right-of-way is 100 feet, or 50 feet from centerline. Physically this asphalt-paved, two-lane public roadway is some 25 feet in width.



Per the above surveyor's parcel map, the subject parcel has 170.64 feet of frontage on SR 341. Moving clockwise, the southeasterly border is 129.18 feet, a southwesterly boundary of 82.9 feet, and the westerly border is 96.81 feet distant. The surveyor calculates the area of the parcel to be .280 acres. This acreage provides an approximate area of 12,200 square feet.

Topographically the site slopes downward from the highway to the southerly area of the site. The southeast boundary is at the base of a steep hill. The other two boundaries are, at the highest point, some ten feet below the Detention Center parking lot. As a result, most of the usable area of the parcel is below street-grade from the highway and below grade from surrounding lands.



evidenced by vegetation growing there. At an unknown date, an attempt to mitigate the drainage issues were made by the installation of a drainage culvert. The culvert is found in the south-central area of the subject. Unfortunately, run-off water isn't being fully captured by the on-site drain.

Topographic conditions are causing drainage issues in the southern corner of the parcel. Run-off from rain or melting snow has been moving downward along the east side of the Detention Center parking lot towards the subject. Here it drains onto the subject, pooling in the southern portion as



The Storey County Public Works Department reports that a 6-inch water line is directly north of the subject property along the southerly side of the highway. An 8-inch sanitary sewer line extends southward along Sheldon Street. A manhole cover for the sewer is in the approach to the Detention Center parking lot. A fire hydrant, depicted in red, is found north of the subject between the Detention Center and the highway. A former sewer line, shown in light green, was converted to a storm drain.

It is believed the southerly portion of the subject would need sufficient fill to raise the elevation to street level to facilitate access to the sanitary sewer.



gas service in the Virginia City/Gold Hill area. Instead, on-site tanks containing Liquified Propane Gas (LPG) are utilized. Off-site improvements at the subject parcel are typical of properties in this general location.

An overhead power line is located at the subject's most westerly corner. Power service has been extended onto the subject site as evidenced by a yard light at the former LPG tank area. There are no concrete curbs, gutters, or sidewalks in this area. There is no natural



Improvements

Improvements on the subject consist of the remains of the LPG storage facility that utilized one large, pressurized tank. Remaining improvements include a two-piece concrete saddle foundation and chain-link fencing. It is not known when operations here ended. These remnant structures offer no utility to a typical buyer. In fact, they are a detriment to the property as their presence would delay the development of the subject property.

Assessed Valuation and Taxes

Assessed valuation in the State of Nevada is thirty-five percent of Taxable Value. By statute, the Assessor's calculation of Taxable Value includes the estimated market value of the land plus the value of the improvements based upon a modified cost approach. By law, Taxable Value may not exceed its' Full Cash (Market) Value.

In 2005 the Nevada State Legislature passed AB489 which provided for a partial abatement of taxes. Commonly referred to as “The Tax Cap”, this legislation limits, or “caps” the amount annual real estate taxes may increase over the prior fiscal year. For a taxpayer’s primary residence, the “low cap” may not exceed three percent. For all other properties, including vacant land, the General or “high cap” is applied. The high cap may not exceed eight percent. Both caps can vary from year-to-year and county-to-county. For Storey County, the high cap for fiscal 2024-25 is eight percent.

The following are the Taxable and Assessed Values for the subject property for fiscal 2024-25.

	<u>Taxable Value</u>	<u>Assessed Value</u>
Land	\$ 2,100	\$ 735
Improvements	\$ 0	\$ 0
Total	<u>\$ 2,100</u>	<u>\$ 735</u>

The tax rate for the subject taxing district is \$3.4607 per \$100.00 of Assessed Value. This equates to an effective tax rate of around 1.2% of Taxable Value. Using the assessed value and tax rate, gross taxes would be calculated at \$25.44. However, applying the high cap the Storey County Treasurer has calculated the 2024-25 net taxes to be \$21.79.

Zoning and Building Restrictions

The zoning designation for the subject property is P-Public Zone. Storey County Title 17 Zoning Ordinance states that the purpose of the Public Zone is “To accommodate the wide range of public institutional and auxiliary uses that are established in response to the health, safety, cultural, and welfare need of the citizens of the county”. Allowed uses under this zone include public facilities and buildings for fire, emergency services, sheriff, public works, and other governmental agencies and departments.

These county-operated uses could also include automotive, truck, and heavy equipment services including washing and detailing, service and fueling stations. Also cited are libraries, post offices, K-12 schools, parking, rest areas, parks and playgrounds, shooting range and indoor veterinarian services. Other allowed uses which may or may not be considered governmental include public utilities, tourism, cultural resources and community health. No minimum lot size is specified under the P zone.

All Gold Hill and Virginia City properties are within the Comstock Historic District. This district was established by an act of the Nevada State Legislature whose provisions are managed locally. This requires a review of architectural materials and design of any proposed construction to ensure historic continuity. Properties fronting C Street in Virginia City and Main Street in Gold Hill have additional design criteria not applicable to the subject.

The P zoning designation is unique for privately held property. Directly across SR 341 from the subject, lands there are zoned CR. The CR Zone is defined by Storey County as "Commercial Residential". This dual zoning is found along the length of C Street in Virginia City and Main Street in Gold Hill. I believe the subject property could be rezoned CR.

The CR zone requires a minimum lot size of 2,000 square feet and a minimum width of 25 feet. There are no building setbacks except for corner parcels where traffic visibility must be preserved. For a residential use, one dwelling unit per 2,000 square feet of land is allowed.

Regardless of the zone, county code states that off-street parking requirements for residential uses are two spaces per dwelling unit. For commercial uses, one off-street space per 500 square feet of gross floor area is specified. The granting of a Special Use Permit may modify the commercial square footage requirement.

Highest and Best Use

Highest and Best Use may be defined as that use which is maximally productive, and which produces the highest present land value as of the date of valuation. The criteria used in determining the Highest and Best Use from possible alternative uses includes that use which is legally permissible, physically possible, financially feasible, and which is maximally productive.

The subject property is a sloping parcel offering an area of 12,200 square feet. Nearby privately held properties feature the dual Commercial-Residential zone allowing a variety of uses. It is believed the subject could acquire this same designation. The site has adequate utilities at the parcel to facilitate any likely use. The property has direct access from State Route 341 at the southeastern edge of town.

Considering the subject's location outside of the Central Business District, I don't believe a commercial use here would make economic sense. As mentioned, the 4-month supply of residential listings is low, placing upward pressure on price levels. However, I don't believe a single-family residence here would be appropriate fronting the Truck Route.

There continues to be a shortage of residential rentals in the Virginia City/Gold Hill area. Although found at the outskirts of town, the subject really isn't at a remote location. It is 3/10 of a mile from C Street and then 6/10 of a mile to the commercial center of Virginia City (Union and C Streets). That's closer than the multi-family units in lower Gold Hill. There appears to be more than adequate parcel width to accommodate the required eight parking spaces for four residential units. In addition to parking, the ground floor could also contain rentable tenant storage closets and owner storage. A second floor above this would house the apartment units which would better align it with the nearby sewer. You would still have to bring in fill to level-up the rear of the parcel for construction and to mitigate drainage issues. The site is large enough to accommodate four, two-bedroom, one-bath units. As such, I believe the Highest and Best Use for the subject property would be a multi-family use.

Valuation

Methodology and Scope of Investigation

There are three accepted approaches to the valuation of real estate. These are the Cost, Sales Comparison, and Income Approaches to Value. The appropriateness and use of these approaches depend on the quality and quantity of pertinent data available, and the property being appraised. A discussion of these approaches and how they apply to the valuation of the subject is discussed below.

The Cost Approach to Value is best suited for the appraisal of properties which are new or like new, where good cost data is available, and when the improvements conform to the Highest and Best Use of the site. The Cost Approach to Value is based upon the premise that value can be established by estimating the cost of acquiring a like site and constructing a building of similar design and utility. It was determined that the remaining improvements on the property offer no utility to a typical buyer and are in fact a detriment. Because of this, the Cost Approach is not a valid method of valuation.

The Income Approach to valuation is best suited for the appraisal of properties that are bought and sold for the income they produce. The capitalization process is a conversion of anticipated or promised income streams into a present-day indication of value. The Income Approach is based upon the assumption that the amount that a potential buyer will pay for a property is heavily dependent upon the perception of net income to be received over the holding period. I do not believe this describes the motivation for purchase of the subject. Because of this, the Income Approach to Valuation has not been utilized in this report.

The Sales Comparison Approach provides an estimate of value by comparing the subject property to sales of competing substitute properties that provide like utility and economic benefits. By utilizing common units of comparison, an analysis of the prices paid for similar properties is made. It is believed that the Sales Comparison Approach is the best method to value the subject property.

Sales Comparison Approach

The undersigned researched sales and listings of vacant properties, and those with minor improvements, from Virginia City and Gold Hill. This research produced several sales featuring the R1 zone. As previously stated, I believe the subject can be zoned CR consistent with nearby privately-owned property. The R1 zone specifies detached, single-family uses with a minimum lot size of 5,000 square feet. Under the R1 zone, greater building setbacks are specified as compared to the CR zone. The R1 states 20-foot front, 10-foot rear, and 5-foot side building setbacks. The CR zone has no setbacks and allows additional uses beyond just single-family. Because of this, I determined that the R1-zoned sales are not compatible substitute properties for the subject. Therefore, I have limited my comparable sales listing to those properties featuring the CR zoning.

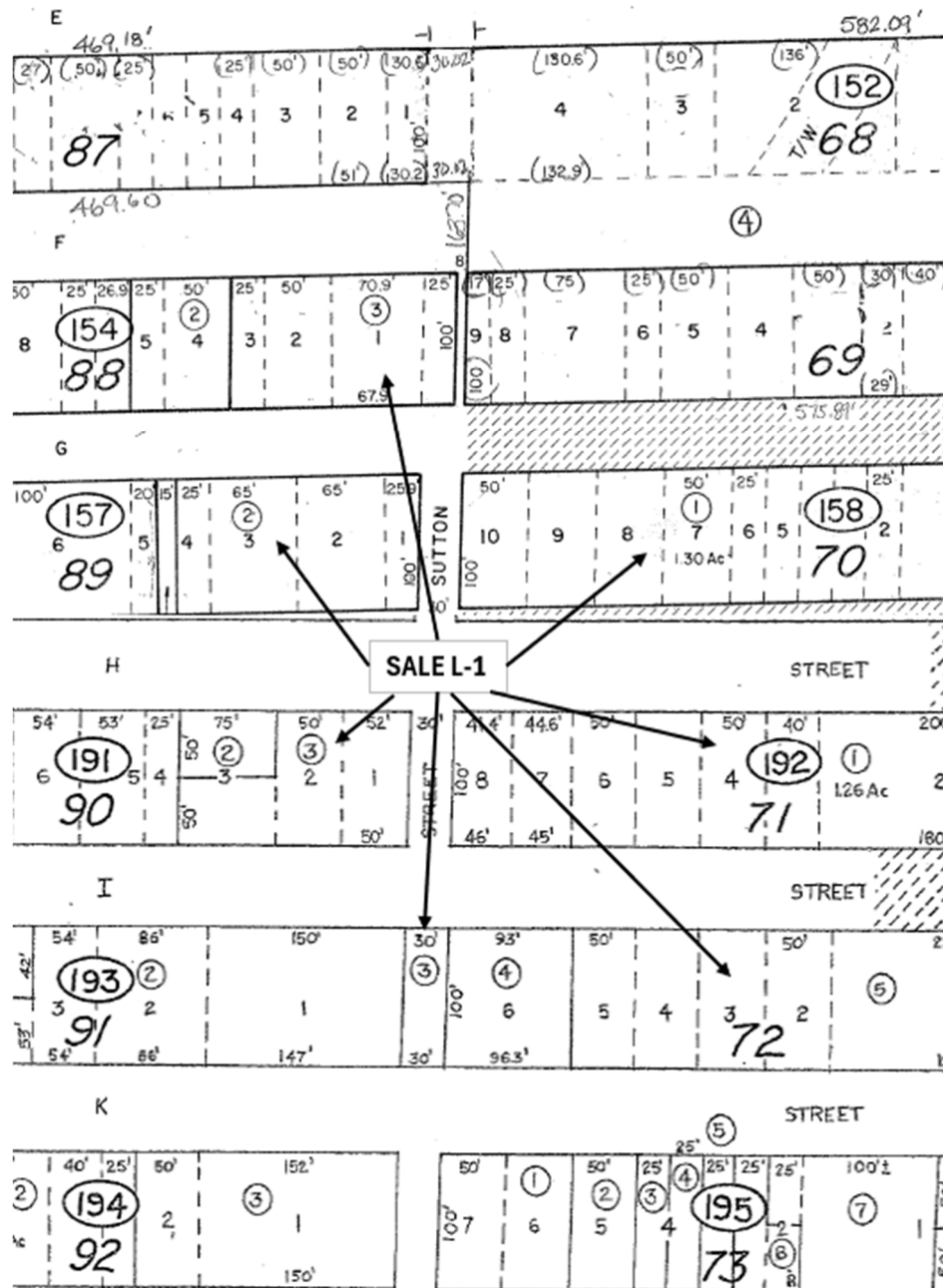
With one exception I further limited my sales tabulation to those properties transferring in calendar 2023 and 2024. The exception was a sale on The Divide just west of the subject. A tabulation of comparable sales follows.

Virginia City/Gold Hill Land Sales

Sale No	APN	Address	Sales Price	Date Doc No	Grantor Grantee	Zone	Sq. Ft.	\$ Per Sq. Ft.	Comments
L-1	01-154-03,157-02 158-01,191-03,et al	Sutton, F, G, H, I and K Streets	\$415,000	12/21/23 138697	Comstock Park Co Virginia City Hotel	CR, R1	204,700	\$2.03	7 Parcels, purchased by Silverland buyer. Total 4.7 acres
L-2	02-052-05	1098 S C St	\$175,000	10/16/23 138426	Clara Estate Huntington	CR	27,940	\$6.26	Between the Divide & Greiners Bend, Flag-Shaped Parcel, Plottage
L-3	01-091-03	126 N B St	\$135,000	8/31/23 138200	McBride Egesdahl	CR	8,850	\$15.25	West side B just north of Sutton. Level parcel, good view, water meter.
L-4	02-082-03	1912 Main St	\$20,000	9/11/23 138243	Texas Land & Cattle McCraw	CR	4,100	\$4.88	Moderate to steep upslope from SR 342, standard views
L-5	02-033-08	S D St	\$40,000	6/21/22 136352	Dekalb Sanborn/Wikston	CR	9,800	\$4.08	West side D St one block north of Toll Road at The Divide
L-6	01-072-02	296 S C St	\$25,000	5/6/24 139237	Gardella Sendon	CR	2,400	\$10.42	Narrow parcel fronting C St, borders B St at rear, plottage sale, VCDD
L-7	01-131-25	355 S D St	\$45,000	3/22/24 139035	Findley Cronin	CR	14,000	\$3.21	Roadway traverses property, good views
L-8	01-131-26	375 S D St	\$45,000	3/14/24 138994	Findley Graham	CR	14,000	\$3.21	Roadway traverses property, good views

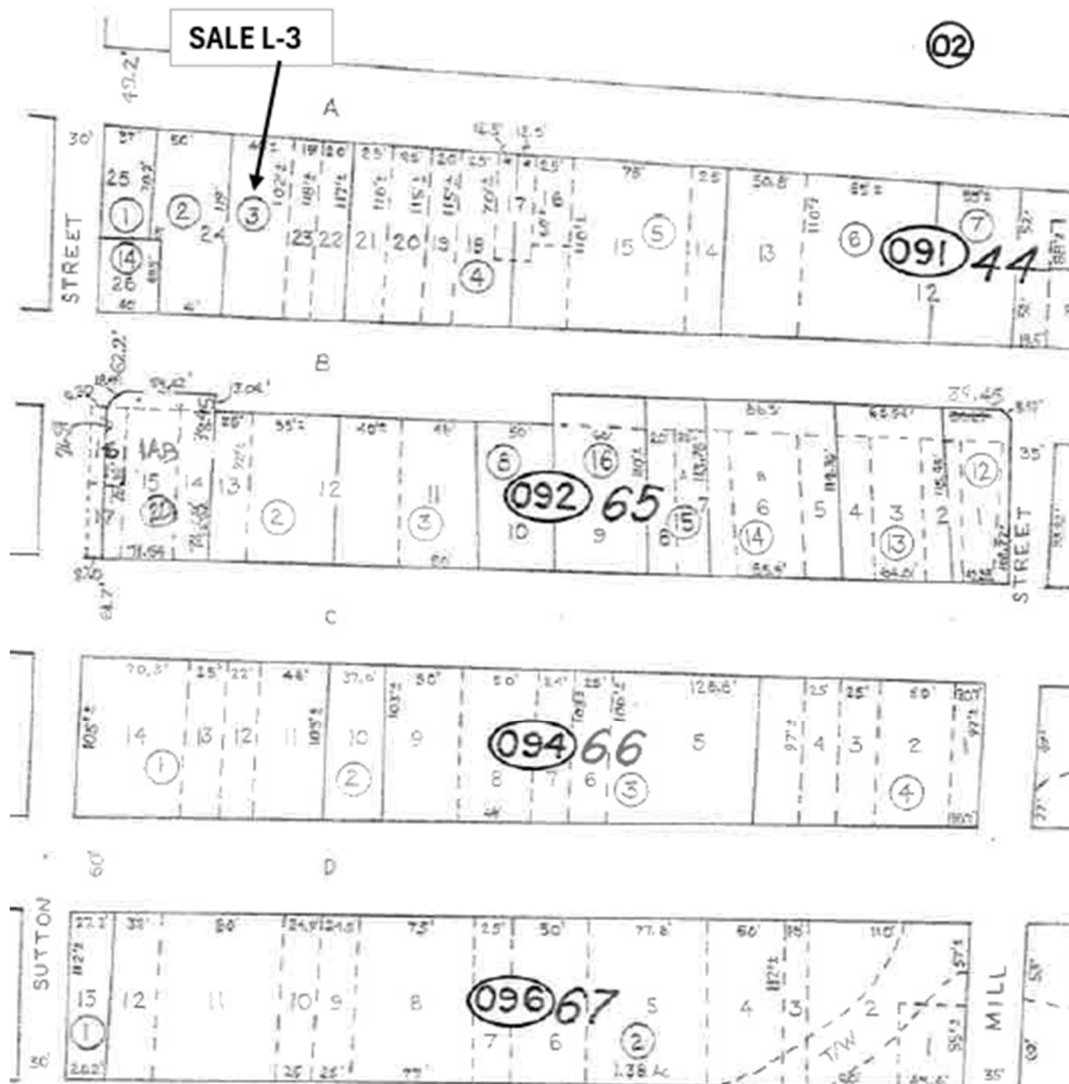
Sales Discussed

Sale L-1 consists of seven, non-contiguous parcels totaling 4.7 acres. All are accessed by dirt roads, and none appear to have any water or sewer service. It could be possible through the street abandonment process to combine these properties. Some of the parcels encompass the former rodeo arena location just east of the Silverland Inn and Suites. The buyer in this sale also purchased the Silverland, closing on the same date as a separate transaction. The seller was a related party to the seller of the motel.

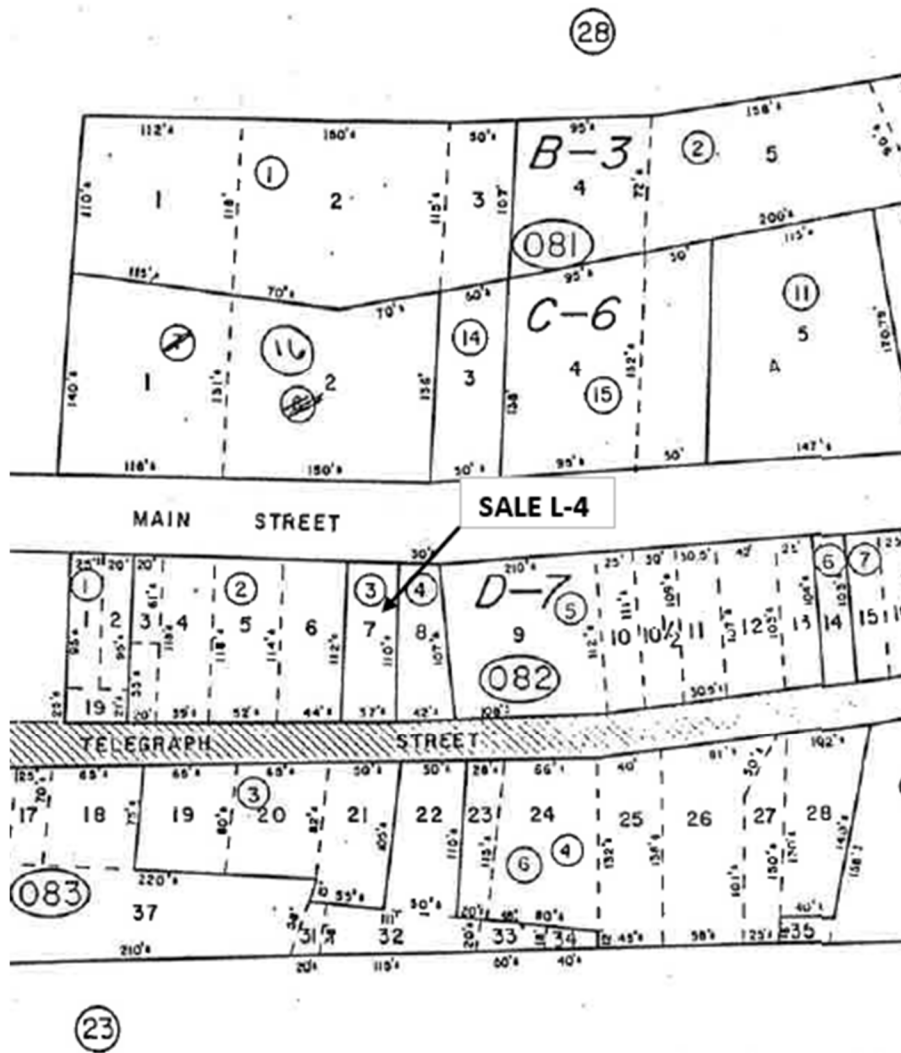


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Sale L-3 is located on North B Street one block west of SR 341/C Street. This comparable is a graded, level parcel with water meter in place at the time of sale. It is well-located and offers generally unobstructed views to the east of the Sugar Loaf and Dayton Valley. The topography, location and view potential make it one of the more desirable residential sites in town. The seller reports the buyer wishes to construct a single-family residence on the property.

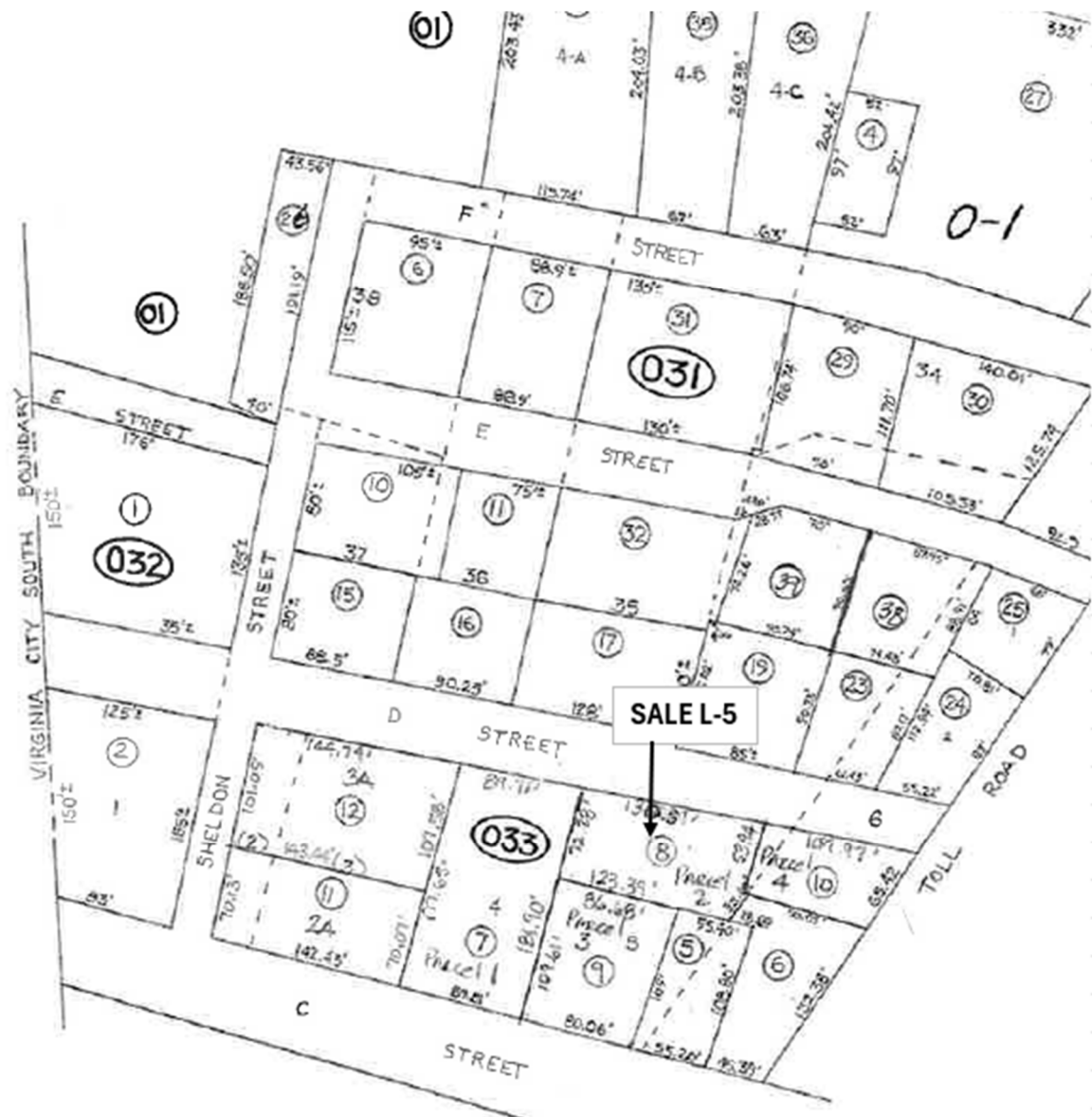


Sale L-4 is in Gold Hill proper fronting Main Street/SR 342. Topography varies from a moderate to steep upward slope from the roadway to the west. Main Street has full utilities, and a power pole is nearby. This parcel is narrow with an estimated 37 feet of frontage on the highway. Originally the property was listed at \$39,000 on September 7, 2021.

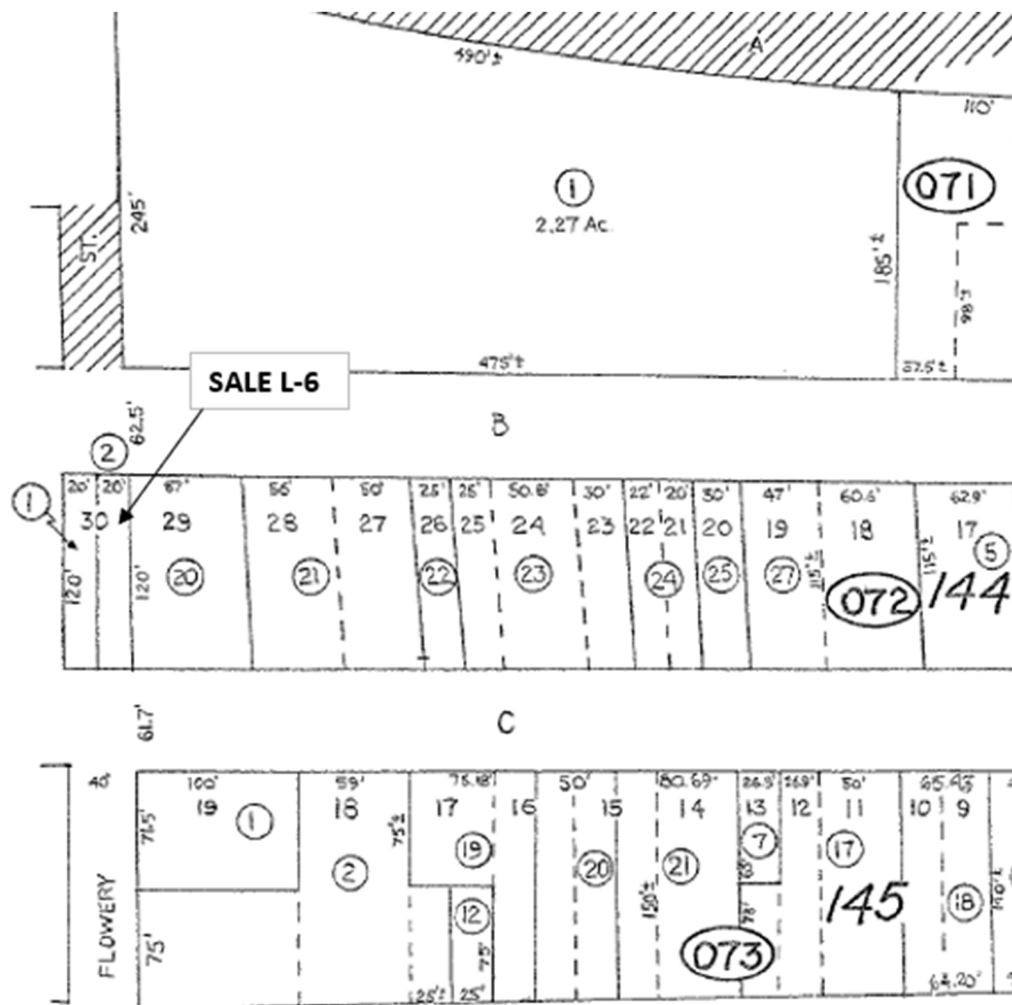


Gold Hill

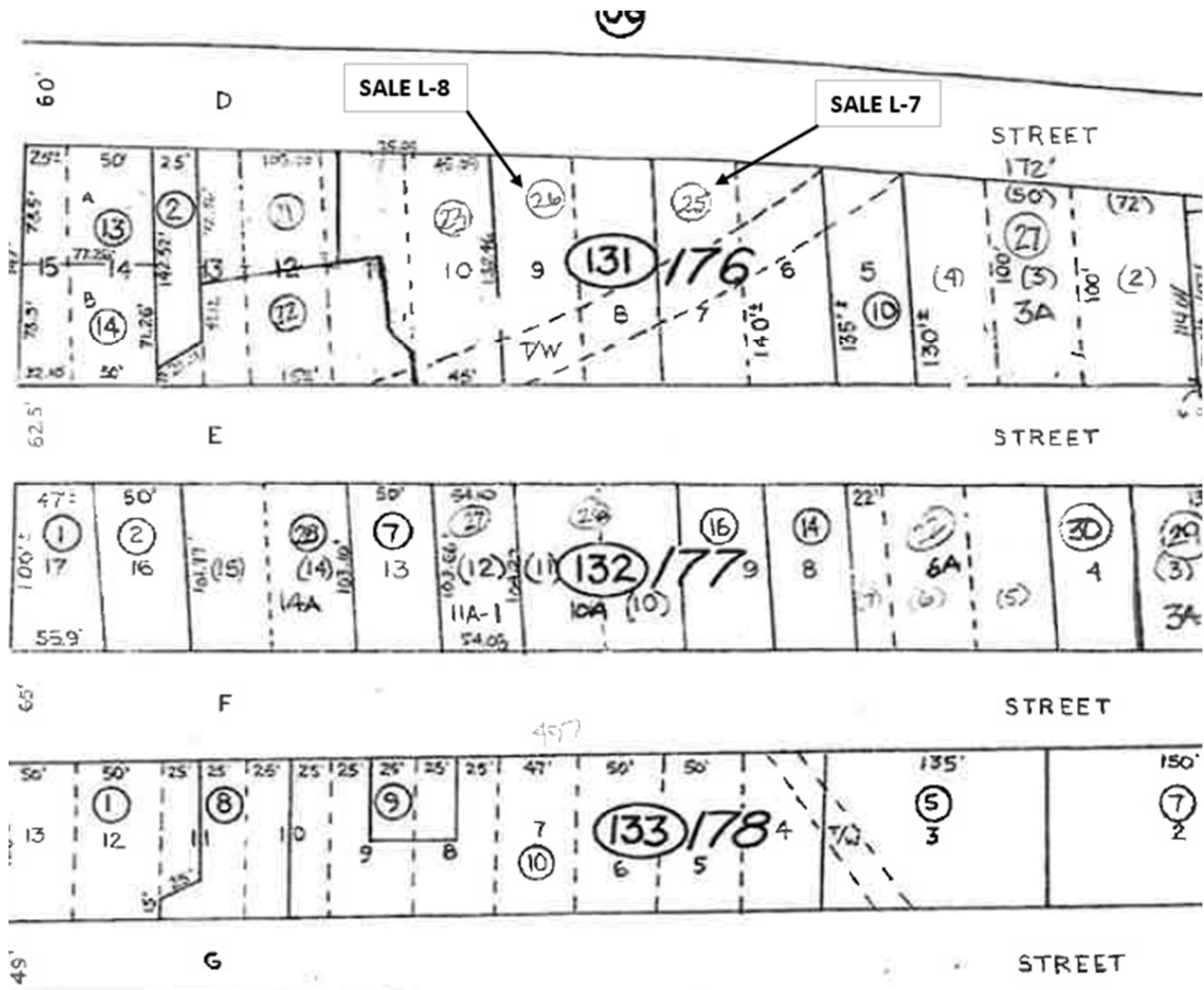
Sale L-5 is located on South D Street at The Divide. Uses immediately surrounding this sale are single family. One block southeast is the County Yard where the Storey County Public Works and Building Department are located. Just across C Street/SR 342 to the west is the NDOT Maintenance Yard. This comparable is level offering approximately 9,800 square feet of site area. South D Street is an asphalt-paved roadway with utilities located at the street. The site could accommodate a multi-family residential use. This location is not considered easily walkable to the central business district.



Sale L-6 is located between C and B Streets, south of the Central Business District. The parcel is very narrow with 20 feet of width and a depth of 120 feet. The topography is steep at the rear fronting B Street, becoming more level towards C Street. This parcel is located within the Virginia City Downtown District which offers some flexibility in density for residential use. This parcel does not meet the required minimum width of 25 feet under the CR Zone. It was purchased by the owner of Parcel 01 abutting this sale to the south. The property was listed for sale in September of 2022.



Sales L-7 and L-8 were sold by the same seller to different buyers. They are located on the east side of D Street between Silver and Flowery Streets. Both parcels have a paved, two-lane roadway (E Street) bisecting the full width of these properties. Both parcels have an approximate gross area of 14,000 square feet each. However, the roadway greatly diminishes the actual usable area. There is good view potential here looking east.



In reconciling an appropriate square-foot value for the subject, location, size, and topography are key factors to consider. Excluding the plottage sales, I have ranked the comparable sales against the subject property as follows.

			Sale No	\$/Sq Ft	
			L-3	\$15.25	In Town Location, View, Topo
Superior			L-4	\$4.88	Inferior Topo Offset by Size
			L-5	\$4.08	Better Location/Topo, Standard Views
Subject	=		L-7,L-8	\$3.21	In Town Loc/View, Roadway Impact
Inferior			L-1	\$2.03	In Town Loc Offset by Size, Access, Utilities

Although Comparable L-4 would be difficult to develop due to topography and size, its' small size of 4,100 square feet has a significant upward effect on selling price per unit. Sale L-5 is located at The Divide in an established residential neighborhood. The 9,800 square foot parcel is a more comparable in size to the subject's 12,200 square feet. It is slightly smaller putting upward pressure on per-unit price and the topography and location make it superior to the subject.

Sales L-7 and L-8 offered in-town locations and potential good views looking eastward to Dayton Valley. The utility of these parcels is significantly impacted by the roadway traversing their full width. Sale L-1 is also an in-town property. However, the ownership is much larger at 4.7 acres, the parcels are non-contiguous, roads are not paved and there does not appear to be utilities at the property boundaries.

Under a "Most Probable" definition of Market Value I would be inclined to reconcile on a per square-foot value of \$3.25 for the subject. However, the definition of Market Value used in this report is "The Highest Price". That value should still be less than Sale L-5, which is clearly a superior property. Using a per square-foot value of \$3.75 for the subject provides the following indication of value.

<u>Sq Ft</u>		<u>\$/Sq Ft</u>		<u>Value</u>
12,200	X	\$3.75	=	\$45,750
		SAY		\$46,000

Reconciliation and Final Statement of Value

A recapitulation of value provided for the subject property is as follows.

Sales Comparison Approach	\$ 46,000
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As previously discussed, the abandoned improvements on the subject property consist of the remains of an LPG storage facility. This includes the concrete saddle foundation and chain-link fencing. These remnant improvements are a detriment to the property. I have estimated that a reasonable downward adjustment for the presence of these improvements is \$5,000. Deducting this figure from the initial valuation of \$46,000 provides a final value estimate of \$41,000. Further, I would consider an appropriate exposure time to acquire a willing buyer for this property type and location to be one to two years.

Therefore, I am of the opinion that effective June 15, 2024, the subject property has a Market Value of:

FORTY-ONE THOUSAND DOLLARS
(\$41,000.00)

Certification of the Appraiser

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

- I have made a personal inspection of the property that is the subject of this report.
- the statements of fact contained in this report are true and correct.
- no one provided significant real property appraisal assistance to the person signing this certification.
- 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.
- I have no present or prospective interest in, or bias towards the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.

- my analyses, 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 State of Nevada.

Submitted by,

A handwritten signature in black ink, appearing to read 'Mark E. Stafford', is displayed on a light gray rectangular background.

Mark E. Stafford

ADDENDA



Standing near SR 341 looking southeasterly depicting the subject property in the foreground.



Standing on SR 341 looking southerly depicting the subject property in the foreground.



Standing at the southeasterly border of the subject property looking northwesterly depicting the downward slope from the highway to the subject in the foreground.



Standing at the southeasterly border of the subject property looking westerly depicting the subject property in the foreground.

Qualifications of
Mark E. Stafford
Real Estate Appraiser
226 N B St, PO Box 349
Virginia City, NV 89440
775-750-9078
mark@staffordappraisal.com

Education

Associate Degree in Applied Science: Business-Real Estate
Truckee Meadows Community College Reno, NV

**Courses Successfully
Completed**

Appraisal Institute (Includes former AIREA and SREA):
Real Estate Appraisal Principles
Residential Valuation
Standards of Professional Practice A & B
Capitalization Theory & Techniques A & B
Applied Income Property Valuation
Case Studies in Real Estate Valuation
Valuation Analysis & Report Writing

University of Nevada at Reno:
Real Estate Evaluation

International Association of Assessing Officers:
Fundamentals of Real Estate Appraisal-Course 101
Income Approach to Valuation-Course 102
Income Approach to Valuation II-Course 112
Appraisal of Land-Course 201
Real Property Modeling-Course 311
Assessment Administration-Course 400
Assessment of Personal Property-Course 500
USPAP (National)-Workshop 151

**Professional
Experience**

Nov 2018 – Present Self-Employed Virginia City, NV

Independent Fee Appraiser and Consultant

- Providing appraisal and consulting services for gaming, hospitality, industrial, commercial, utility-scale renewable energy projects and other special use properties. Contract appraiser for ad valorem valuation and consultation services to County Assessors throughout Nevada. Present and defend valuation appeals to County and State Boards of Equalization for governmental and corporate entities.

April 1997 – Nov 2018 Washoe County Assessor Reno, NV

Senior Appraiser


- Responsible for oversight of all valuation activities relating to gaming properties, telecommunication equipment and leaseholds, possessory interest leaseholds and business personal property. Conducted reappraisal of residential and commercial districts. Charged with appraising large commercial, income oriented, distress, and special-use properties. Supervised appraisal and clerical staff, review and present valuation appeals to Boards of Equalization.

Oct 1981 – April 1997 Self-Employed Northern Nevada

Independent Fee Appraiser

- Working from offices in Reno, Fallon, and Tonopah, appraising all property types throughout Nevada and northern California. Clients included financial institutions, governmental agencies, attorneys and private parties for bankruptcy, condemnation, estate, relocation, and financing purposes.

Professional Experience cont.	<p>May 1980 – Oct 1981 Nye County Assessor Tonopah, NV</p> <p>Senior Appraiser</p> <ul style="list-style-type: none"> Supervised appraisal staff, valuation activities and procedures. Explained assessment procedures to property owners at town meetings. Defended values at Boards of Equalization. Restructured appraisal cycle districts and supervised implementation of Tax Reform Plan of 1981. Performed after-hours fee appraisals for banks, savings and loans, relocation companies, attorneys and others throughout Central Nevada. <p>May 1977 – May 1980 M.E. (Eddie) Stafford, MAI Reno, NV</p> <p>Associate Appraiser</p> <ul style="list-style-type: none"> Prepared single and multi-family, vacant land and site appraisal reports primarily for financing purposes. Performed compliance inspections and researched comparative income, sales, and cost data.
Qualified as Expert Witness	<p>Second Judicial District Court Reno Fifth Judicial District Court Tonopah United States Bankruptcy Court Reno Special Masters Hearings (Condemnation for sewer system) Reno</p> <p>Also testified at Churchill, Lander, Humboldt, Nye, Clark, Storey and Washoe County Boards of Equalization; Nevada State Board of Equalization</p>
Appraisal Courses Taught	<p>Principle & Theory of Real Estate Appraisal Truckee Meadows Community College, Reno-1982 to 1986 Northern Nevada Community College, Elko-1983</p> <p>Advanced Problems of Real Estate Appraisal (Income Properties) Truckee Meadows Community College, Reno-1984 to 1987</p> <p>IAAO Course 101: Fundamentals of Real Estate Appraisal, multiple</p> <p>IAAO Course 102: Income Approach to Valuation, multiple</p> <p>IAAO Course 112: Income Approach to Valuation II, multiple</p> <p>IAAO One-Day Forums: 931-Leases; 932-Income Statements; 991-Comparable Transactions; 960-Marshall-Swift Residential; 962-Marshall-Swift Commercial</p> <p>Numerous educational presentations for the Assessor's Association of Nevada</p> <p>Presentation on Gaming Properties at the IAAO International Conference</p>
State Certification	<p>Certified General Appraiser, State of Nevada No. A.0000178-CG Licensed Real & Personal Property Tax Appraiser, State of Nevada</p>
Other	<p>Former Co-Chair, Appraiser Certification Board, Nevada State Department of Taxation</p>
Noteworthy Assignments Completed	<p>Fast Food Franchises; Bank Buildings; Legal Brothels; Churches; Fitness Center; Truck Stop; Casinos and Hotel-Casinos; Water-righted ranches; Residential Subdivisions and Condominium Developments; Professional, Medical, and Dental Offices; Hotels, Motels, and Apartment Complexes of 100 plus units; Manufactured Housing & Recreational Vehicle Parks; Special Assessment Districts; Coal, Natural Gas, Geothermal and Solar Power Generating Facilities. Government property for public disposal; Condemnation appraisals for roadways, utility easements, proposed dam, and airport clear zones. Casino valuation consultant for the Detroit City Assessor's Office. Contract appraiser for Lander, Eureka, Mineral, Humboldt, Pershing, Churchill, and Storey County Assessor's Offices.</p>

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/1/2024 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. Blue Collar Vending – Out of County / 1160 Damonte Ranch Parkway # 2168 ~ Reno, NV
- B. Capriotti's Sandwich Shop – Out of County / 6056 S. Durango Dr. Ste. 100 ~ Las Vegas, NV
- C. Classic Finishes LLC – Contractor / 708 University Way Ste. 300 ~ Reno, NV
- D. Clint Jensen Construction LLC – Contractor / 623 Windmill Dr. ~ Fallon, NV
- E. Delta Saloon Gift – General / 18 S. C St. ~ Virginia City, NV
- F. Fiber Telecom NV LLC – Contractor / 1580 Kleppe Ln. ~ Sparks, NV
- G. Five Acre Construction Inc. – Contractor / 4205 Slide Mountain ~ Reno, NV
- H. Flodraulic Group Inc. – Out of County / 8510 Breen Rd. ~ Houston, TX
- I. Jamyta Home Improvement LLC – Contractor / 1930 Sweetgrass ~ Reno, NV
- J. J.S. Services LLC – Home Based / 21875 Adobe Rd. ~ Reno, NV
- K. Kingsland Properties, LLC – Out of County / 852 Marion Way ~ Gardnerville, NV
- L. Lexicon Inc. – Contractor / 8900 Fourche Dam Pike ~ Little Rock, AR
- M. Mills Roofing Inc. – Contractor / 57 Coney Island Dr. ~ Sparks, NV
- N. My TRI Suites – General / 1103 Venice Dr. ~ McCarran, NV
- O. Northwoods Construction – Contractor / 1617 C St. ~ Sparks, NV
- P. Taurus Construction – Contractor / 1529 Greg St. ~ Sparks, NV
- **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:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Jim Hindle, Clerk's office
Austin Osborne, County Manager

September 23, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 1, 2024**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Blue Collar Vending** – Out of County / 1160 Damonte Ranch Parkway # 2168 ~ Reno, NV
- B. Capriotti's Sandwich Shop** – Out of County / 6056 S. Durango Dr. Ste. 100 ~ Las Vegas, NV
- C. Classic Finishes LLC** – Contractor / 708 University Way Ste. 300 ~ Reno, NV
- D. Clint Jensen Construction LLC** – Contractor / 623 Windmill Dr. ~ Fallon, NV
- E. Delta Saloon Gift** – General / 18 S. C St. ~ Virginia City, NV
- F. Fiber Telecom NV LLC** – Contractor / 1580 Kleppe Ln. ~ Sparks, NV
- G. Five Acre Construction Inc.** – Contractor / 4205 Slide Mountain ~ Reno, NV
- H. Flodraulic Group Inc.** – Out of County / 8510 Breen Rd. ~ Houston, TX
- I. Jamyta Home Improvement LLC** – Contractor / 1930 Sweetgrass ~ Reno, NV
- J. J.S. Services LLC** – Home Based / 21875 Adobe Rd. ~ Reno, NV
- K. Kingsland Properties, LLC** – Out of County / 852 Marion Way ~ Gardnerville, NV
- L. Lexicon Inc.** – Contractor / 8900 Fourche Dam Pike ~ Little Rock, AR
- M. Mills Roofing Inc.** – Contractor / 57 Coney Island Dr. ~ Sparks, NV
- N. My TRI Suites** – General / 1103 Venice Dr. ~ McCarran, NV
- O. Northwoods Construction** – Contractor / 1617 C St. ~ Sparks, NV
- P. Taurus Construction** – Contractor / 1529 Greg St. ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 10/1/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

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

Department: Public Works

Contact Number: 7752299920

- **Staff Summary:** Discussion of roads and highways throughout the County.
- **Supporting Materials:** No 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