



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

10/15/2024 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 15, 2024, meeting.

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

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

- A. Bonanno Concrete Inc. - Contractor / 589 London Dr. ~ McCarran, NV
- B. Crown Painting Inc. - Contractor / 5309 Riggins Ct. #A ~ Reno, NV
- C. Freedom Espresso LLC -Food Truck / 800 E. Main St. ~ Fernley, NV
- D. High Country Commercial Refrigeration - Contractor /  
9555 Benedict Dr. ~ Sparks, NV
- E. JWC/Justin Wilson Construction - Contractor / 1071 Haskell St. ~  
Reno, NV
- F. Malaya Eats - Food Truck / 11535 Desert Bloom Dr. ~ Reno, NV
- G. MDB Trucking LLC - General / 589 London Dr. ~ McCarran, NV
- H. National Storage Tank, Inc. - Contractor / 4137 Santa Rosa Ave ~  
Santa Rosa, CA
- I. New Life Industries, LLC - Contractor / 7 Lynlee Ln. ~ Yerington, NV
- J. Plastic Welding and Fabrication LTD - Out of County /  
1601 McCowen St. ~ Snyder, TX
- K. Premier Performance, LLC - General / 675 Waltham Way ~  
McCarran, NV
- L. S&S Roofing of America Inc. - Contractor / 2 Self Blvd ~ Carteret, NJ
- M. Sunstate Companies LLC - Contractor / 3101 E. Craig Rd. ~  
N. Las Vegas, NV
- N. T&D Power Inc. - Contractor / 800 S. Douglas Rd. # 200 ~  
Coral Gables, FL
- O. T F P Inc. - Contractor / 1696 Ghetts Way ~ Reno, NV

II Notification to the board of administrative approval of contract task order with Civic Plus for the purpose of archiving social media materials in accordance with NRS records retention requirements.

III Consideration and Possible Approval of Grant of Easement file 2024-058 from Storey County to NV Energy for Utility Facilities within the Carson and Howard Street Rights-of-Way, Virginia City, Storey County, Nevada to facilitate construction of a single-family residence.

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

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

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

Consideration and possible approval of the Schedule of Project Revenue and Net Revenue for the TRI Public-Private Partnership for fiscal year ending June 30, 2023, and the payment to Tahoe Reno Industrial Center, LLC in the amount of \$5,734,107 towards the infrastructure liability.

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

Consideration and possible approval on Resolution 24-750, a resolution requiring the County Assessor to prepare a list of all taxpayers on the secured roll in Storey County and the total valuation of property on which they severally pay taxes, be posted on the County website instead of the County news paper of record.

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

Consideration and possible approval to direct staff on the ways, means, and oversight of the implementation of the Commercial Property Assessed Clean Energy (CPACE) program.

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

Consideration and possible approval to award the Virginia City Highlands \$10,000 of community project funding for fiscal year 2024-2025 to extend existing concrete pad approximately 1,500 feet at Virginia City Highlands Park, 2141 Empire Rd, Virginia City Highlands, NV. This approval is contingent upon an appropriate quote from a contractor and/or business that is in good standing and has a business license in Storey County.

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

Consideration and possible approval to award the Virginia City Mighty Mites the requested \$6,525 of the community project funding for fiscal year 2024-2025 to purchase sports equipment for their sports program and the remaining \$3,475 to purchase equipment for lighting the "V" on the hill in Virginia City.

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

Consideration and possible approval authorizing the County Manager to approve and sign a contract between Storey County and CaseWorthy for ServTracker for data and service tracking for aging service agencies for three (3) years in the amount of \$30,911.00.

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

Discussion and possible approval of Storey County Resilient 8 Opioid Response Reporting Plan.

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

Consideration and possible action to execute Amendment No. 3 to the One Nevada Agreement which amends the list of potential and actual defendants the State of Nevada has identified as having contributed to the opioid epidemic and its impact on Nevada.

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

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

Consideration and possible approval to make a conditional offer to purchase the property adjacent to the existing fire station 71, located at 175 North C Street, APN 001-094-04, based upon the appraisal dated March 8, 2024, by Mark Stafford Real Estate Appraisers, including approval of opening escrow, and completing title search, not to exceed \$173,000.

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

Discussion and possible approval of the District Fire Chief's authority to explore and present capital improvement items identified for Fiscal Years 2025, 2026, and recent needs which were not included in the current fiscal year's budget. The Fire Chief may seek approval to purchase these items using funds from the District's Capital Purchase Fund, provided that the purchases will be received during the current budget year and do not exceed a total of \$2 million.

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

Consideration and possible approval to explore the purchase of a building located at 300 Italy, APN 005-091-68, within the Tahoe Reno Industrial Center, to serve as a replacement for the existing Fire Station 75. An appraisal will be required, to be conducted by the next appraisal service in the county's rotation, with costs not to exceed \$10,000.

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

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

Consideration and possible approval of the Second Reading for On-Sale/Off-Sale Liquor License. Applicant is Jagmohan Dhillon, Sparks Hotel, LLC DBA Courtyard by Marriott-Reno/Sparks-McCarran located at 505 USA Parkway, McCarran, NV 89437.

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



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

Discussion and possible approval authorizing the County Manager to approve and sign scope of work with Lumos & Associates in accordance with the Master Services Agreement to perform County Facility Condition Assessment and Space Needs Assessment for a total amount not to exceed \$107,400. This project conforms to Goal 6.1 of the Storey County Strategic Plan.

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

Presentation, public workshop, discussion, and consideration directing staff regarding updates to the Storey County Strategic Plan for Fiscal Year 2025-2026.

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

Pursuant to request by Commissioner Mitchell, discussion and possible consideration directing county staff to research and engage in preliminary outreach and/or discussion with the owner(s) or representatives(s) of property commonly known as "Cottonwood Springs" and listed as for-sale, and approximately described as 365 acres located at APNs 004.241.71, 004.241.70, 004.241.69, 004.241.68, 004.241.67, 004.281.45, 004.281.44, and 004.281.25, Virginia Ranches, Storey County, Nevada, for potential future purchase, lease-option, barter or trade, transfer, or other means for potential acquisition or use by Storey County or its designee for the purposes of recreation, conservation, preservation, or dedication to a non-profit organization for similar uses potentially benefiting the public, area residents and landowners, wildlife and natural environment, or other uses deemed appropriate by the board, and to report its findings to the board at a future meeting for potential consideration.

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

For consideration and possible approval of business license second 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

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

**29. 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](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](mailto: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 10/10/2024; 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 a 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: 10/15/2024 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 15, 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: 10/15/2024 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. Bonanno Concrete Inc. – Contractor / 589 London Dr. ~ McCarran, NV
- B. Crown Painting Inc. – Contractor / 5309 Riggins Ct. #A ~ Reno, NV
- C. Freedom Espresso LLC -Food Truck / 800 E. Main St. ~ Fernley, NV
- D. High Country Commercial Refrigeration – Contractor / 9555 Benedict Dr. ~ Sparks, NV
- E. JWC/Justin Wilson Construction – Contractor / 1071 Haskell St. ~ Reno, NV
- F. Malaya Eats – Food Truck / 11535 Desert Bloom Dr. ~ Reno, NV
- G. MDB Trucking LLC – General / 589 London Dr. ~ McCarran, NV
- H. National Storage Tank, Inc. – Contractor / 4137 Santa Rosa Ave ~ Santa Rosa, CA
- I. New Life Industries, LLC – Contractor / 7 Lynlee Ln. ~ Yerington, NV
- J. Plastic Welding and Fabrication LTD – Out of County / 1601 McCowen St. ~ Snyder, TX
- K. Premier Performance, LLC – General / 675 Waltham Way ~ McCarran, NV
- L. S&S Roofing of America Inc. – Contractor / 2 Self Blvd ~ Carteret, NJ
- M. Sunstate Companies LLC – Contractor / 3101 E. Craig Rd. ~ N. Las Vegas, NV
- N. T&D Power Inc. – Contractor / 800 S. Douglas Rd. # 200 ~ Coral Gables, FL
- O. T F P Inc. – Contractor / 1696 Ghetis Way ~ Reno, NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
- **Prepared by:** Ashley Mead

**Department:** Community Development

**Contact Number:** 775-847-0966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **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

**October 7, 2024**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 15, 2024**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. Bonanno Concrete Inc.** – Contractor / 589 London Dr. ~ McCarran, NV
- B. Crown Painting Inc.** – Contractor / 5309 Riggins Ct. #A ~ Reno, NV
- C. Freedom Espresso LLC** -Food Truck / 800 E. Main St. ~ Fernley, NV
- D. High Country Commercial Refrigeration** – Contractor / 9555 Benedict Dr. ~ Sparks, NV
- E. JWC/Justin Wilson Construction** – Contractor / 1071 Haskell St. ~ Reno, NV
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- H. National Storage Tank, Inc.** – Contractor / 4137 Santa Rosa Ave ~ Santa Rosa, CA
- I. New Life Industries, LLC** – Contractor / 7 Lynlee Ln. ~ Yerington, NV
- J. Plastic Welding and Fabrication LTD** – Out of County / 1601 McCowen St. ~ Snyder, TX
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- N. T&D Power Inc.** – Contractor / 800 S. Douglas Rd. # 200 ~ Coral Gables, FL
- O. T F P Inc.** – Contractor / 1696 Ghattis Way ~ Reno, NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** None

**Agenda Item Type:** Consent Agenda

- **Title:** Notification to the board of administrative approval of contract task order with Civic Plus for the purpose of archiving social media materials in accordance with NRS records retention requirements.
- **Recommended motion:** Information only. No action.
- **Prepared by:** Austin Osborne

**Department:** Commissioners

**Contact Number:** 775.847.0968

- **Staff Summary:** The task order contract works with Civic Plus, the county's website host, to archive social media posts in accordance with records retention requirements.
- **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



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:****Statement of Work**

Q-80174-1

7/31/2024 1:23 PM

9/30/2024

**Client:**

Storey County, NV

**Bill To:**

STOREY COUNTY, NEVADA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Watkins		ryan.watkins@civicplus.com		Net 30

## Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

## One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots

<del>List Price - Initial Term Total</del>	<del>USD 8,188.00</del>
Total Investment - Initial Term	USD 7,060.00
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

### Authorized Client Signature

By (please sign):

Austin Osborne

Printed Name:

County Manager

Title:

09/27/24

Date:

### CivicPlus

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Storey County

Billing Contact:

County Manager's Office

Title:

775.847.0968

Billing Phone Number:

dsmith@storeycounty.org

Billing Email:

PO Box 176 Virginia City, NV 89440

Billing Address:

Same

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Type text here



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 0**

**Agenda Item Type: Consent Agenda**

- **Title:** Consideration and Possible Approval of Grant of Easement file 2024-058 from Storey County to NV Energy for Utility Facilities within the Carson and Howard Street Rights-of-Way, Virginia City, Storey County, Nevada to facilitate construction of a single-family residence.
- **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve Grant of Easement file 2024-058 from Storey County to NV Energy for Utility Facilities within the Carson Street and Howard Streets Right-of-Way, Virginia City, Storey County, Nevada to facilitate construction of a single-family residence.
- **Prepared by:** Kathy Canfield

**Department:** Planning

**Contact Number:** 775-847-1144

- **Staff Summary:** The Public Works Director has reviewed the easement request 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: Carson Street & Howard Street**

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: Carson Street & Howard Street  
RW# 0930-2022  
Proj. # 3009519965  
Project Name: E-336 N HOWARD ST-FP-RES-E-COLLINS CONSTRUCTION INC  
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, personal 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: Carson Street & Howard Street

RW# 0930-2022

Proj. # 3009519965

Project Name: E-336 N HOWARD ST-FP-RES-E-COLLINS CONSTRUCTION INC

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: Carson Street & Howard Street

RW# 0930-2022

Proj. # 3009519965

Project Name: E-336 N HOWARD ST-FP-RES-E-COLLINS CONSTRUCTION INC

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: Carson Street & Howard Street

RW# 0930-2022

Proj. # 3009519965

Project Name: E-336 N HOWARD ST-FP-RES-E-COLLINS CONSTRUCTION INC

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: Carson Street & Howard Street  
RW# 0930-2022  
Proj. # 3009519965  
Project Name: E-336 N HOWARD ST-FP-RES-E-COLLINS CONSTRUCTION INC  
GOE\_DESIGN\_OH\_UG



W.O. 3009519965  
STOREY COUNTY

EXHIBIT "A"  
EASEMENT

A portion of the North half of Section 29, Township 17 North, Range 21 East, M.D.M., within Howard Street of Virginia City, Storey County, Nevada, more particularly described as:

An easement, 10 feet in width, lying 5 feet on each side of the following described centerline:

BEGINNING at the Northeast Corner of Parcel 8A as shown on Record of Survey Supporting a Boundary Line Adjustment for James H. Collins and Cedar Sage, LLC, Deed Doc. No 110030 & Deed Doc. No. 135886, recorded as File Number 136112 on May 3, 2022, Official Records of Storey County, Nevada;

THENCE entering Howard Street, South 70°05'49" East, 5.00 feet;

THENCE South 18°19'37" West, 64.77 feet being parallel to the West line of Howard Street per said record of survey, to the north line of an existing NV Energy Grant of Easement recorded as File Number 137655 on May 8, 2023 being 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 West right-of-way line of Howard Street and the north line of said Easement 137655.

Said Easement contains 698 square feet more or less.

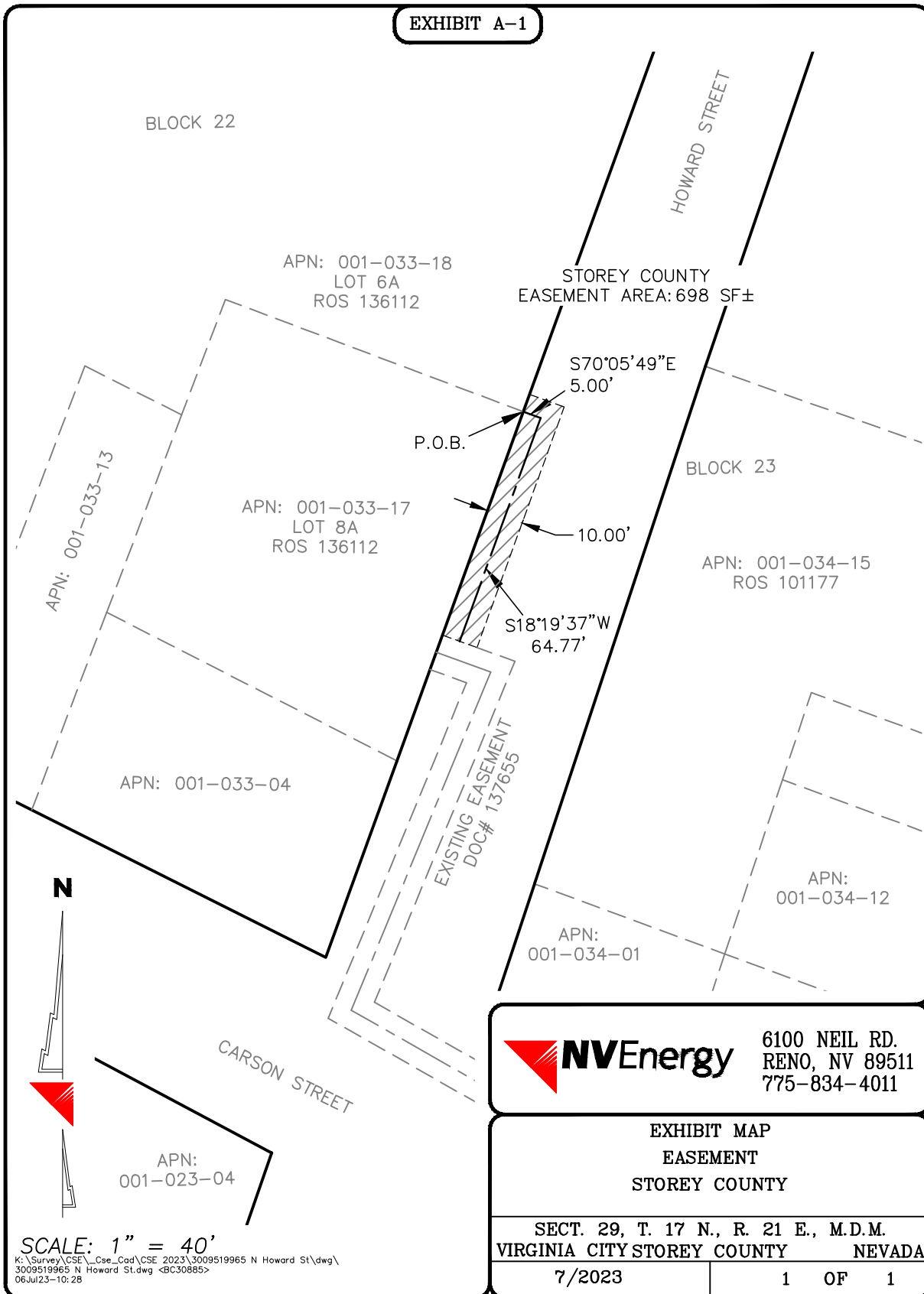
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey.

Prepared by Brett Clarke, P.L.S.



EXHIBIT A-1





## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 15**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval of the Schedule of Project Revenue and Net Revenue for the TRI Public-Private Partnership for fiscal year ending June 30, 2023, and the payment to Tahoe Reno Industrial Center, LLC in the amount of \$5,734,107 towards the infrastructure liability.
- **Recommended motion:** I, Commissioner \_\_\_\_\_, move to approve the Schedule of Project Revenue and Net Revenue for the TRI Public-Private Partnership for fiscal year ending June 30, 2023, and the payment to Tahoe Reno Industrial Center, LLC in the amount of \$5,734,107 towards the infrastructure liability.
- **Prepared by:** Jennifer McCain

**Department:** Comptroller

**Contact Number:** 7758471133

- **Staff Summary:** The audit for the Project Revenue and Net Revenue was completed by Connie Chsirtianson CPA for FY23. This audit states the net revenue Storey County collected in sales tax, real and personal property tax, business licenses, building permits, real property transfer taxes, recorder fees, and liquor and gaming license fees totalling \$18,789,893. Minus the stipulated project costs of \$3,534,178, for a total net revenue of \$15,255,715.
- As of June 30, 2022, the vouchers accepted by Storey County Board of Commissioners with cumulative credits and payments totalled \$31,948,705. The current payment due determined by this audit is in the amount of \$5,734,107. This payment will bring this line item account over budget by \$1,515,209, causing a transfer or augment at the end of the current fiscal year. This is also attributed to the \$781,101 paid to Dermody Property in July of this year.
- **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

Schedules of Project Revenue and Net Revenue

For the Years Ended June 30, 2023 and 2022

TRI Public-Private Partnership

DRAFT

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DRAFT

## INDEPENDENT AUDITOR'S REPORT

To the Commissioners of Storey County, Nevada  
and the members of Tahoe-Reno Industrial Center, LLC

### Report on the Audit of the Schedule

#### *Qualified Opinion*

I have audited the accompanying Schedules of Project Revenue and Net Revenue (Schedules) of the TRI Public-Private Partnership (Project) for the years ended June 30, 2023 and 2022, and the related notes to the schedules.

In my opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph, the Schedules of Project Revenue and Net Revenue referred to above presents fairly, in all material respects, the Project revenue and net revenue of the TRI Public-Private Partnership for the years ended June 30, 2023 and 2022 in accordance with the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended.

#### *Basis for Qualified Opinion*

I conducted my audit in accordance with auditing standards generally accepted in the United States of America (GAAS). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Storey County, Nevada and Tahoe-Reno Industrial Center, LLC and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

#### *Matter Giving Rise to Qualified Opinion*

Included in Stipulation #4 between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, are provisions to include the portion of centrally assessed property taxes, utility fees, and waste pick-up fees collected by the County and attributable to the Project in the Schedules of Project Revenue and Net Revenue beginning July 1, 2016. I was unable to obtain sufficient appropriate audit evidence about the centrally assessed property taxes, utility fees, and waste pick-up fees for the Project because the information necessary to allocate the revenues in accordance with the stipulation agreement was not available. Alternative methods (as described in Note 1) were used to allocate the centrally assessed property taxes and utility fees. However, an allocation has not yet been calculated for the waste pick-up fees and no amount is included in the Schedules of Project Revenue and Net Revenue for the years ended June 30, 2017 through 2023 for the waste management fees. If the centrally assessed property taxes, utility fees, and waste pick-up fees were recorded in accordance with Stipulation #4, the Project revenue and net revenue would change.



### ***Basis of Accounting***

I draw attention to Note 1 of the Schedules, which describes the basis of accounting. The Schedules are prepared by Storey County on the basis of the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC., as amended, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. My opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Schedules***

Storey County is responsible for the preparation and fair presentation of these Schedules in accordance with the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC (TRI) dated February 1, 2000, as amended. Storey County is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedules that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibilities for the Audit of the Schedules***

My objectives are to obtain reasonable assurance about whether the Schedules as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the schedule.

In performing an audit in accordance with GAAS, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Schedules.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Storey County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Schedules.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that I identified during the audit.

## **Other Matters**

### ***Supplementary Information***

My audits were conducted for the purpose of forming an opinion on the Schedules of Project Revenue and Net Revenue of the TRI Private-Public Partnership as a whole. The accompanying information included in pages 9 through 12 is presented for purposes of additional analysis and is not a required part of the Schedules of Project Revenue and Net Revenue. Such information is the responsibility of Storey County and was derived from and relates directly to the underlying accounting and other records used to prepare the Schedules of Project Revenue and Net Revenue. The information, except for that portion marked, "unaudited," has been subjected to the auditing procedures applied in the audits of the Schedules of Project Revenue and Net Revenue and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Schedules of Project Revenue and Net Revenue or to the Schedules of Project Revenue and Net Revenue themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, except for the information marked, "unaudited," on which I express no opinion or any assurance, and the effects on the supplementary Schedules of Net Project Revenue Reimbursement and Schedules of Reimbursement Limits for the omitted revenue as explained in the Basis for Qualified Opinion paragraph of this report, the supplementary information, is fairly stated in all material respects to the Schedules of Project Revenue and Net Revenue as a whole.

### ***Restriction on Use***

My report is intended solely for the information and use of the members and management of the Tahoe-Reno Industrial Center, LLC and the Commissioners and management of Storey County, Nevada, and is not intended to be and should not be used by anyone other than these specified parties.

Reno, Nevada  
October 15, 2024

TRI Public-Private Partnership  
Schedules of Project Revenue and Net Revenue  
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>PROJECT REVENUE</b>		
Sales tax	\$ 2,773,148	\$ 1,063,418
Real and personal property taxes	11,101,061	10,048,507
Business licenses and fees	83,230	57,036
Building and fire permits	3,622,314	2,853,378
Real property transfer taxes	318,772	180,001
Recorder fees	8,124	7,258
Centrally assessed property (CAP) taxes	28,275	27,002
Utility fees	850,869	462,871
Waste pick-up fees	-	-
Liquor and gaming license fees	<u>4,100</u>	<u>3,980</u>
Total project revenue	18,789,893	14,703,451
<b>STIPULATED PROJECT COSTS</b>	<u>3,534,178</u>	<u>3,365,884</u>
<b>NET REVENUE</b>	<u><u>\$ 15,255,715</u></u>	<u><u>\$ 11,337,567</u></u>

**Note 1 - Nature of Activities and Summary of Significant Accounting Policies**

On February 1, 2000, Tahoe-Reno Industrial Center, LLC (TRI), along with DP Operating Partnership, L.P., entered into a development agreement with the Storey County, Nevada (County) for the purposes of completing structures, including grading, infrastructure, and all public facilities related to the Tahoe-Reno Industrial Center property. The TRI Public-Private Partnership (Project) represents the commitment between TRI and the County to fund the capital infrastructure costs and local community services required by the development agreement. According to the agreements, TRI was responsible for the construction of the Project public infrastructure, which shall be dedicated to and maintained by the County, such as streets, sidewalks, and streetlights; flood control drainage channels, storm drains, basins, and other related facilities; and County building complexes (i.e., police stations, public works maintenance yards, and administrative offices). TRI was also responsible for the construction of the Project private infrastructure, which shall be dedicated to and maintained by the TRI General Improvement District, such as community water and sewer facilities. The utilities shall be dedicated to the purveyors. The railroad track and related facilities; landscaping of common areas; private trails and parks; and other property not dedicated to the County shall be constructed by TRI and dedicated to the TRI Owners Association. Stipulation #4 entered into between TRI and the County in June 2020, effectuates the dedication of the infrastructure already constructed and waives TRI's obligation to construct an additional fire station and park in exchange for the conveyance of APN 005-041-65 to the County and the waiver of payment of certain outstanding vouchers as discussed in Note 2. The County is responsible for separately recording certain revenue and expenses directly attributable to the Project, approving reimbursable costs, and determining the annual net revenue reimbursement to TRI, if applicable.

The agreements establish a threshold of \$5,000,000 for the Project net revenue before any reimbursements are made to TRI for Project-related infrastructure costs. This revenue threshold was met during the year ended June 30, 2008. Accordingly, the County is responsible for reimbursing TRI for the outstanding approved Project vouchers up to 35% of the annual net revenue. The County's annual debt is limited to 5% of the Project assessed valuation. See the supplementary schedules on page 12 for the calculation of these limitations.

**Reporting Entity**

These schedules include only selected financial activity attributable to the Project as agreed upon by TRI and Storey County. Such information has been extracted from the financial records of Storey County, Nevada.

**Basis of Accounting**

Basis of accounting refers to when revenue and expenditures are recognized in the accounts and reported in the Schedules. For purposes of these Schedules, revenue includes only amounts received by the County within the fiscal year and expenses are based upon a stipulated amount as discussed below.

### *Project Revenue*

Project revenue includes certain taxes and fees recorded by the County from Project-related sources. Project revenue does not include portions of any tax not actually distributed to the County or amounts that are dedicated revenue for earmarked programs not associated with Project services. In addition, certain revenue sources may be included/excluded in Project revenue based on mutual consent of TRI and the County.

Proceeds from certain tax settlements related to businesses within the Project subject to Nevada Revised Statutes (NRS) Chapter 360.750 must be used by the County only for the purposes authorized by NRS 354.6113 or 354.6115. Accordingly, such amounts are not included in Project revenue.

In June 2020, TRI and Storey County entered into Stipulation #4, which identifies additional sources of revenue to be included in the Project revenue beginning July 1, 2016. The additional revenue sources include the following:

- Centrally assessed property taxes as they apply to electric lines and gas pipelines within the Project, excluding the centrally assessed value of the Tracy Power Plant expansion. Stipulation #4 states the Project's portion of centrally assessed property taxes is subject to allocation based upon the percentage of gas and electric lines miles within the Project as compared to the County totals or other reasonable estimates and excludes portions of property tax rates levied for Indigent Accident, Indigent Medical, Capital Acquisition and Youth Services. In lieu of the prescribed allocation method set forth in Stipulation #4, 1.55% of the centrally assessed property taxes collected by the County were allocated to the Project. The 1.55% is an average of the three methods outlined in the revenue study on which Stipulation #4 is based. This alternative method resulted in net Project revenue for the years ended June 30, 2017 through 2021 being restated to include an additional \$109,232. TRI and the County believe this to be a reasonable allocation method based upon the available information.
- Liquor and gaming license fees generated from businesses within the Project.
- Utility fees charged by NV Energy to customers with the Project. In lieu of the prescribed allocation method set forth in Stipulation #4, utility fees were allocated based upon a method similar to the allocation for Sales tax. A 10-year average of utility fees collected by the County through June 30, 2016 was used as the base amount. Beginning with the year ended June 30, 2017, 80% of the utilities in excess of the base amount was allocated to TRI. This alternative method resulted in net Project revenue for the years ended June 30, 2017 through 2021 being restated to include an additional \$841,258. TRI and the County believe this to be a reasonable allocation method based upon the available information.
- Waste pick-up fees charged by Waste Management to customers within the Project. Such amounts have not yet been determined or reflected in net Project revenue.
- Sales tax, which includes Supplemental City-County Relief Tax (SCCRT) and Basic City-County Relief Tax (BCCRT) that are not legally restricted for specific purposes will be included in Project revenue based upon formula set forth in Stipulation #4. The portion of sales tax included in Project revenue is calculated at 80% of the applicable SCCRT and BCCRT received by the County in excess of the stipulated base amount of \$1,262,247 each year. The base amount is subject to redetermination every 5 years beginning after fiscal year 2025-2026.

If practical, waste pick-up fees beginning July 1, 2016 may be recognized in future Schedules of Project Revenue and Net Revenue as prior period adjustments.

TRI Public-Private Partnership  
Notes to Financial Statements  
For the Years Ended June 30, 2022 and 2021

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**Stipulated Project Costs**

In lieu of allocating actual operations and maintenance costs, capital outlay and overhead, TRI and the County have stipulated to a base total of \$1,700,000 for Project costs for the year ended June 30, 2008, with scheduled annual increases of 5%. In accordance with Stipulation #4, beginning July 1, 2016, major expenditures exceeding \$50,000 per project for County road improvements, drainageway improvements, or comprehensive drainage studies in the Project that are not funded by certain dedicated tax funds will increase that year's stipulated project costs. The stipulated project costs for the year ended June 30, 2023 and 2022 did not include any additional major expenditures and total \$3,534,178 and \$3,365,884, respectively.

**Use of Estimates**

The preparation of the Schedules of Project Revenue and Net Revenue and supplementary schedules includes estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Subsequent Events**

Subsequent events have been evaluated through October 15, 2024, which represents the date the Schedules of Project Revenue and Net Revenue were available to be issued. Subsequent events after that date have not been evaluated.

**Note 2 - Vouchers**

In connection with the development agreement between TRI and Storey County, Nevada, TRI has submitted vouchers for reimbursement of infrastructure costs it has incurred to the County. Following is a summary of the voucher totals for each of the years ended June 30:

	2023 <u>(Unaudited)</u>	2022 <u>(Unaudited)</u>
Beginning balance of vouchers accepted by Storey County Board of Commissioners	\$43,834,600	\$43,834,600
Cumulative total approved payments and credits against TRI property taxes	<u>(15,729,862)</u>	<u>(11,885,895)</u>
Total outstanding approved vouchers	<u><u>\$28,104,738</u></u>	<u><u>\$31,948,705</u></u>

Subsequent to June 30, 2023, vouchers totaling \$3,666,154 were reimbursed to TRI.

TRI Public-Private Partnership  
Notes to Financial Statements  
For the Years Ended June 30, 2023 and 2022

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**Note 3 - Contingencies and Uncertainties**

Stipulation #4 includes a provision that allows for an increase in stipulated project costs in fiscal year 2024/2025 upon the expiration of the Government Services Agreement dated June 2015 between Storey County Fire Protection District and Tesla Motors, Inc. The increase would be equal to the 2024/2025 Fire District Fee paid by Tesla and will be included in the base that shall increase by 5% each year thereafter provided that the fee is not otherwise paid by a third party.

**Note 4 - Prior Period Adjustments**

The County and TRI agreed to alternative methods to allocate the centrally assessed property taxes and utility fees attributable to the Project beginning with the fiscal year ended June 30, 2017. Accordingly, the net project revenue have been restated to reflect these changes as follows:

For the Year Ended June 30:	Net Project Revenue		
	As Previously Reported	Increase	As Restated
2002-2016	\$23,432,305	\$ -	\$23,432,305
2017	3,149,015	15,448	3,164,463
2018	3,905,764	119,125	4,024,889
2019	5,798,197	233,887	6,032,084
2020	6,677,098	288,860	6,965,958
2021	6,294,173	293,170	6,587,343
Cumulative totals through June 30, 2021	49,256,552	950,490	50,207,042
Revenue threshold	(5,000,000)	-	(5,000,000)
Total	<u>\$44,256,552</u>	<u>\$ 950,490</u>	<u>\$45,207,042</u>

The eligible reimbursements through June 30, 2021 that are reflected in the Schedules of Reimbursement Limits have been restated to reflect an additional \$223,152 based on the prior period changes.

**Supplementary Information**

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TRI Public-Private Partnership  
Supplementary Information  
For the Years Ended June 30, 2023 and 2022

**SCHEDULES OF NET PROJECT REVENUE REIMBURSEMENT**

	<u>2023</u>	<u>2022</u>
<b>NET PROJECT REVENUE</b>		
For the year ended June 30, 2002	\$ 622,967	\$ 622,967
For the year ended June 30, 2003	281,152	281,152
For the year ended June 30, 2004	620,102	620,102
For the year ended June 30, 2005	599,079	599,079
For the year ended June 30, 2006	1,095,455	1,095,455
For the year ended June 30, 2007	1,537,981	1,537,981
For the year ended June 30, 2008	1,608,939	1,608,939
For the year ended June 30, 2009	1,844,154	1,844,154
For the year ended June 30, 2010	2,467,573	2,467,573
For the year ended June 30, 2011	2,179,714	2,179,714
For the year ended June 30, 2012	1,672,476	1,672,476
For the year ended June 30, 2013	1,559,563	1,559,563
For the year ended June 30, 2014	2,068,872	2,068,872
For the year ended June 30, 2015	2,486,137	2,486,137
For the year ended June 30, 2016	2,788,141	2,788,141
For the year ended June 30, 2017 (as restated)	3,164,463	3,164,463
For the year ended June 30, 2018 (as restated)	4,024,919	4,024,919
For the year ended June 30, 2019 (as restated)	6,032,084	6,032,084
For the year ended June 30, 2020 (as restated)	6,965,958	6,965,958
For the year ended June 30, 2021 (as restated)	6,587,343	6,587,343
For the year ended June 30, 2022	11,337,567	11,337,567
For the year ended June 30, 2023	<u>15,255,715</u>	<u>-</u>
	76,800,354	61,544,639
Revenue threshold	<u>(5,000,000)</u>	<u>(5,000,000)</u>
 Total net project revenue reimbursement	 71,800,354	 56,544,639
 <b>LESS CUMULATIVE REPAYMENTS THROUGH JUNE 30</b>	 <u>(15,729,862)</u>	 <u>(11,885,895)</u>
 Total net project revenue reimbursement over cumulative repayments through June 30	 <u>\$ 56,070,492</u>	 <u>\$ 44,658,744</u>

TRI Public-Private Partnership  
Supplementary Information  
For the Years Ended June 30, 2023 and 2022

**SCHEDULES OF PROJECT VOUCHERS**

Location/Costs	Prior to June 30, 2021		During the Year Ended June 30, 2022		June 30, 2022
	Total		Vouchers		Outstanding
	Approved	Vouchers	Approved /	Vouchers	Approved
	Vouchers	Paid	(Waived)	Paid	Vouchers
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	\$ -
Waltham Way Phase II	3,226	(3,226)	-	-	-
Fire Station -					
Includes Hydrants	3,093,856	(3,093,856)	-	-	-
Britain	510,546	(510,546)	-	-	-
Denmark	804,327	(804,327)	-	-	-
Ireland	318,999	(318,999)	-	-	-
Italy	285,648	(285,648)	-	-	-
London	373,299	(373,299)	-	-	-
Milan	695,025	(695,025)	-	-	-
Peru	1,980,606	(1,980,606)	-	-	-
Pittsburgh	202,328	(202,328)	-	-	-
Portofino	3,685,873	(461,709)	-	(2,404,764)	819,400
RR Spur	4,918,261	-	-	-	4,918,261
Sydney	589,985	-	-	-	589,985
USA Interchange	10,725,755	-	-	-	10,725,755
USA Parkway	2,484,529	-	-	-	2,484,529
USA Parkway Phase II	8,920,764	-	-	-	8,920,764
USA Parkway Phase III	3,331,622	-	-	-	3,331,622
USA RR Bridge	-	-	-	-	-
Venice	-	-	-	-	-
Infrastructure					
2010-2011 Fiscal Year	120,013	-	-	-	120,013
2011-2012 Fiscal Year	28,482	-	-	-	28,482
2012-2013 Fiscal Year	9,894	-	-	-	9,894
Milan Drive East	-	-	-	-	-
	<u>\$ 43,834,600</u>	<u>\$ (9,481,131)</u>	<u>\$ -</u>	<u>\$ (2,404,764)</u>	<u>\$ 31,948,705</u>

Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2022, the TRI Payback Fund balance totaled \$1,572,402.

TRI Public-Private Partnership  
Supplementary Information  
For the Years Ended June 30, 2023 and 2022

**SCHEDULES OF PROJECT VOUCHERS**

Location/Costs	Prior to June 30, 2022		During the Year Ended June 30, 2023		June 30, 2023
	Total		Vouchers		Outstanding
	Approved	Vouchers	Approved /	Vouchers	Approved
	Vouchers	Paid	(Waived)	Paid	Vouchers
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	\$ -
Waltham Way Phase II	3,226	(3,226)	-	-	-
Fire Station -					
Includes Hydrants	3,093,856	(3,093,856)	-	-	-
Britain	510,546	(510,546)	-	-	-
Denmark	804,327	(804,327)	-	-	-
Ireland	318,999	(318,999)	-	-	-
Italy	285,648	(285,648)	-	-	-
London	373,299	(373,299)	-	-	-
Milan	695,025	(695,025)	-	-	-
Peru	1,980,606	(1,980,606)	-	-	-
Pittsburgh	202,328	(202,328)	-	-	-
Portofino	3,685,873	(2,866,473)	-	(819,400)	-
RR Spur	4,918,261	-	-	(3,024,567)	1,893,694
Sydney	589,985	-	-	-	589,985
USA Interchange	10,725,755	-	-	-	10,725,755
USA Parkway	2,484,529	-	-	-	2,484,529
USA Parkway Phase II	8,920,764	-	-	-	8,920,764
USA Parkway Phase III	3,331,622	-	-	-	3,331,622
USA RR Bridge	-	-	-	-	-
Venice	-	-	-	-	-
Infrastructure					
2010-2011 Fiscal Year	120,013	-	-	-	120,013
2011-2012 Fiscal Year	28,482	-	-	-	28,482
2012-2013 Fiscal Year	9,894	-	-	-	9,894
Milan Drive East	-	-	-	-	-
	<u>\$ 43,834,600</u>	<u>\$ (11,885,895)</u>	<u>\$ -</u>	<u>\$ (3,843,967)</u>	<u>\$ 28,104,738</u>

Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2023, the TRI Payback Fund balance totaled \$647,187.

TRI Public-Private Partnership  
Supplementary Information  
For the Years Ended June 30, 2023 and 2022

**SCHEDULES OF REIMBURSEMENT LIMITS**

	2023	2022
<b>ANNUAL DEBT LIMIT CALCULATION</b>		
Total net project assessed valuation (unaudited)	\$ 629,841,849	\$ 448,347,016
Percentage allowed	5%	5%
Annual debt limit	<u>\$ 31,492,092</u>	<u>\$ 22,417,351</u>
<b>ANNUAL NET REVENUE LIMIT CALCULATION</b>		
Net revenue	\$ 15,255,715	\$ 11,337,567
Percentage allowed	35%	35%
Annual net revenue limit	<u>\$ 5,339,500</u>	<u>\$ 3,968,148</u>
<b>ANNUAL ELIGIBLE REIMBURSEMENTS BASED ON NET REVENUE LIMITS</b>		
June 30, 2021 and prior (as restated)	\$ 3,936,580	\$ 6,341,344
June 30, 2022	3,968,148	3,968,148
June 30, 2023	<u>5,339,500</u>	<u>-</u>
	13,244,228	10,309,492
Reimbursed vouchers	<u>(3,843,967)</u>	<u>(2,404,764)</u>
Eligible reimbursements based on debt and annual net revenue limits at June 30*	<u>\$ 9,400,261</u>	<u>\$ 7,904,728</u>
<b>SUMMARY OF OUTSTANDING VOUCHERS</b>		
Total outstanding approved vouchers, beginning of year	\$ 31,948,705	\$ 34,353,469
Add new vouchers approved	-	-
Less reimbursements from Storey County	<u>(3,843,967)</u>	<u>(2,404,764)</u>
Approved outstanding vouchers	28,104,738	31,948,705
Approved outstanding vouchers in excess of reimbursement limits	<u>(18,704,477)</u>	<u>(24,043,977)</u>
Approved outstanding vouchers eligible for reimbursement	<u>\$ 9,400,261</u>	<u>\$ 7,904,728</u>

\*Subsequent to June 30, 2023, the County paid TRI \$3,666,154 leaving a balance of \$5,734,107 through the year ended June 30, 2023.



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval on Resolution 24-750, a resolution requiring the County Assessor to prepare a list of all taxpayers on the secured roll in Storey County and the total valuation of property on which they severally pay taxes, be posted on the County website instead of the County news paper of record.
- **Recommended motion:** I (commissioner) move to approve Resolution 24-750, a resolution requiring the County Assessor to prepare a list of all taxpayers on the secured roll in Storey County and the total valuation of property on which they severally pay taxes, be posted on the County website instead of the County news paper of record.
- **Prepared by:** Jana Seddon

**Department:** Assessor

**Contact Number:** 775-847-0961

- **Staff Summary:** A resolution must be done every year to allow the Assessor to post the tax roll on the County website instead of posting it in the County news paper of record. This is a significant cost savings. We will provide printed copies to anyone that requests one.
- **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 RESOLUTION # 24-750

A RESOLUTION REQUIRING THE COUNTY ASSESSOR TO PREPARE A LIST OF ALL TAXPAYERS ON THE SECURED ROLL IN STOREY COUNTY AND THE TOTAL VALUATION OF PROPERTY ON WHICH THEY SEVERALLY PAY TAXES

WHEREAS, pursuant to NRS 361.300, each board of county commissioners shall by resolution, before December 1 of any fiscal year in which assessment is made, require the county assessor to prepare a list of all taxpayers on the secured roll in the County and the total valuation of property on which they severally pay taxes and direct the county assessor to cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be: printed and delivered by the county assessor or mailed by him or her to each taxpayer in the county; or published once in a newspaper of general circulation in the county; or published on an internet website that is maintained by the county assessor or, if the county assessor does not maintain an internet website, on an internet website that is maintained by the county; and to cause such list and valuations to be posted in a public area of the public libraries and branch libraries located in the county, to be posted at the office of the county assessor; and, if the list and valuations are printed and delivered or mailed to each taxpayer in the county or published in a newspaper of general circulation in the county, then the list and valuations must be published on an internet website that is maintained by the county assessor or, if the county assessor does not maintain an internet website, on an internet website that is maintained by the county. The county assessor shall further be directed, in a county whose population is less than 100,000, to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the county for at least 60 days after the date on which the list and valuations are made available to the public as provided above; and if the county assessor publishes the list and valuations on an Internet website that is maintained by the county assessor or the county, to provide notice in a newspaper of general circulation in the county, which:

1. Indicates that the list and valuations have been made available to the public on the Internet website maintained by the county assessor or the county;
2. Provides the address of the internet website on which the list and valuations may be accessed or retrieved; and
3. Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Storey County as follows: That the County Assessor prepare a list of all taxpayers on the secured roll in the County and the total valuation of property on which they severally pay taxes and cause such list and valuations to be printed and delivered by the County Assessor or mailed by her on or before January 1, 2025, to each taxpayer in the County; or published once on or before January 1, 2025, in a newspaper of general circulation in the County; or published on the Storey County website; and to cause such list and valuations to be posted in a public area of the public libraries and branch libraries located in Storey County, to be posted at the office of the County Assessor; and if the list and valuations are printed and delivered or mailed or published in a newspaper of general circulation, to be published on the Storey County website. The Assessor is further directed to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the County, i.e., the Storey County Courthouse located at 26 S. B Street in Virginia City, Nevada for at least 60 days after the date on which the list and valuations are made available to the public; and if the county assessor

publishes the list and valuations on the Storey County website, to provide notice in a newspaper of general circulation in the County, on or before January 1, 2025 which:

1. Indicates that the list and valuations have been made available to the public on the Internet website maintained by Storey County;
2. Provides the address of the Internet website on which the list and valuations may be accessed or retrieved; and
3. Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2024

BOARD OF COMMISSIONERS OF STOREY COUNTY

By: \_ \_ \_ \_ \_

Jay Carmona, Chairman

ATTEST:

\_\_\_\_\_  
Jim Hindle, County Clerk/Treasurer

**NRS 361.300 Time and manner for completion of secured tax roll; list of taxpayers and valuations; notice of assessed valuation.**

1. On or before January 1 of each year, the county assessor shall transmit to the county clerk, post at the front door of the courthouse and publish in a newspaper published in the county a notice to the effect that the secured tax roll is completed and open for inspection by interested persons of the county. A notice issued pursuant to this subsection must include a statement that the secured tax roll is available for inspection as specified in paragraph (b) of subsection 3. The statement published in the newspaper must be displayed in the format used for advertisements and printed in at least 10-point bold type or font.

2. If the county assessor fails to complete the assessment roll in the manner and at the time specified in this section, the board of county commissioners shall not allow the county assessor a salary or other compensation for any day after January 1 during which the roll is not completed, unless excused by the board of county commissioners.

3. Except as otherwise provided in subsection 4, each board of county commissioners shall by resolution, before December 1 of any fiscal year in which assessment is made, require the county assessor to prepare a list of all the taxpayers on the secured roll in the county and the total valuation of property on which they severally pay taxes and direct the county assessor:

(a) To cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be:

- (1) Printed and delivered by the county assessor or mailed by him or her to each taxpayer in the county;
- (2) Published once in a newspaper of general circulation in the county; or

(3) Published on an Internet website that is maintained by the county assessor or, if the county assessor does not maintain an Internet website, on an Internet website that is maintained by the county; and

(b) To cause, on or before January 1 of the fiscal year in which assessment is made, such list and valuations to be:

- (1) Posted in a public area of the public libraries and branch libraries located in the county;
- (2) Posted at the office of the county assessor; and

(3) If the list and valuations are printed and delivered or mailed pursuant to subparagraph (1) of paragraph (a) or published in a newspaper of general circulation pursuant to subparagraph (2) of paragraph (a), published on an Internet website that is maintained by the county assessor or, if the county assessor does not maintain an Internet website, on an Internet website that is maintained by the county;

(c) In a county whose population is less than 100,000, to make not fewer than 10 copies of such list and valuations available to the public free of charge during normal business hours at the main administrative office of the county for at least 60 days after the date on which the list and valuations are made available to the public pursuant to paragraph (b); and

(d) If the county assessor publishes the list and valuations on an Internet website that is maintained by the county assessor or the county pursuant to subparagraph (3) of paragraph (a), to provide notice in a newspaper of general circulation in the county, on or before January 1 of the fiscal year in which assessment is made, which:

(1) Indicates that the list and valuations have been made available to the public on the Internet website maintained by the county assessor or the county;

(2) Provides the address of the Internet website on which the list and valuations may be accessed or retrieved; and

(3) Is displayed in the format used for advertisements and printed in at least 10-point bold type or font.



4. A board of county commissioners may, in the resolution required by subsection 3, authorize the county assessor not to deliver or mail the list, as provided in subparagraph (1) of paragraph (a) of subsection 3, to taxpayers whose property is assessed at \$1,000 or less and direct the county assessor to mail to each such taxpayer a statement of the amount of his or her assessment. Failure by a taxpayer to receive such a mailed statement does not invalidate any assessment.

5. The several boards of county commissioners in the State may allow the bill contracted with their approval by the county assessor under this section on a claim to be allowed and paid as are other claims against the county.

6. Whenever:

(a) Any property on the secured tax roll is appraised or reappraised pursuant to [NRS 361.260](#), the county assessor shall, on or before December 18 of the fiscal year in which the appraisal or reappraisal is made, deliver or mail to each owner of such property a written notice stating the assessed valuation of the property as determined from the appraisal or reappraisal. A notice issued pursuant to this paragraph must include a statement that the secured tax roll will be available for inspection on or before January 1 as specified in paragraph (b) of subsection 3 and subparagraph (3) of paragraph (a) of subsection 3, if applicable, and must specify the locations at which the secured tax roll will be available for inspection, including the address of the Internet website on which the secured tax roll may be accessed or retrieved. If such a statement is published in a newspaper, the statement must be displayed in the format used for advertisements and printed in at least 10-point bold type or font.

(b) Any personal property billed on the unsecured tax roll is appraised or reappraised pursuant to [NRS 361.260](#), the delivery or mailing to the owner of such property of an individual tax bill or individual tax notice for the property shall be deemed to constitute adequate notice to the owner of the assessed valuation of the property as determined from the appraisal or reappraisal.

7. If the secured tax roll is changed pursuant to [NRS 361.310](#), the county assessor shall mail an amended notice of assessed valuation to each affected taxpayer. The notice must include:

(a) The information set forth in subsection 6 for the new assessed valuation.

(b) The dates for appealing the new assessed valuation.


8. Failure by the taxpayer to receive a notice required by this section does not invalidate the appraisal or reappraisal.

9. In addition to complying with subsections 6 and 7, a county assessor shall:

(a) Provide without charge a copy of a notice of assessed valuation to the owner of the property upon request.

(b) Post the information included in a notice of assessed valuation on a website or other Internet site, if any, that is operated or administered by or on behalf of the county or the county assessor.

[13:344:1953; A [1955, 327](#)) - (NRS A [1967, 957; 1975, 67; 1981, 791; 1991, 1425; 2003, 2762; 2005, 1506; 2009, 1218; 2011, 3522; 2015, 2711, 2714](#))

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

- **Title:** Consideration and possible approval to direct staff on the ways, means, and oversight of the implementation of the Commercial Property Assessed Clean Energy (CPACE) program.
- **Recommended motion:** I (Commissioner) move to approve staff to proceed with implementing the CPACE program in accordance with the data and methodologies researched and recommended by staff. This will include developing a comprehensive program guidebook, issuing a Request for Qualification to select the most qualified program administrator, and drafting two resolutions, one to establish the program and the other to designate the program area, and working closely with the District Attorney's office for legal guidance in developing the program.
- **Prepared by:** Lara Mather

**Department:** Business Development

**Contact Number:** 7758470986

- **Staff Summary:** Counties approach CPACE program implementation in two ways. Some are highly involved, managing development, oversight, and compliance to protect local interests. Others take a hands-off approach, delegating most responsibilities to a third-party administrator with less oversight from the county. Storey County is well-known for being business-friendly while also conforming to best management practices and maintaining fiscal responsibility. The procedures provided for in this request may contribute to expedient programs with less potential liability and challenges throughout program administration.
- **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



## **CLARK COUNTY C-PACE PROGRAM GUIDE**

**Approved on \_\_\_\_\_ by Resolution No. \_\_\_\_\_**

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## Introduction of C-PACE Program

Commercial Property Assessed Clean Energy, or C-PACE, is a voluntary program that provides for direct financing of Qualified Improvement Projects, as defined in Chapter 271 of Nevada Revised Statutes, as amended by S. 283, 2021 Leg., 81<sup>st</sup> Sess. (Nev. 2021) (the “Act”) by a Capital Provider who is repaid through an Assessment.

The Act sets forth the procedures for a governing body to create a District for Qualified Improvement Projects (“QIP”). Clark County’s C-PACE Program consists of Energy Efficiency Improvement Projects, Renewable Energy Projects, and Water Efficiency Improvement Projects on commercial or industrial private property, including property with 5 or more dwelling units rented as apartments or used for Affordable Housing, as provided in Article III, Section A.

The Act allows for a Property Owner who constructs a QIP that is directly financed by a Capital Provider, enters into a Voluntary Assessment Agreement with the County, and otherwise complies with the County C-PACE Program, to enjoy an Assessment Lien superior to all liens, claims, encumbrances, and titles, except for liens of other assessments, and general taxes attached to the tract pursuant Nevada property tax law. The Assessment and Assessment Lien are binding on all persons who have a property interest in the tract and run with the land, thus allowing the property to be sold and the assessment obligation continuing to the successor owner(s). The County C-PACE program prohibits the issuance of bonds or interim financing by the County. Participation in the program is voluntary but once the property owner executes the Voluntary Assessment Agreement, payment of the Assessment and compliance with the terms and conditions of the C-PACE Program is not voluntary. The County is not responsible for any costs and expenses associated with the C-PACE Program or the financing of the QIP. Further, the County is not responsible for any terms and conditions of the Voluntary Assessment Agreement or the financing of the QIP, except for the imposition and amount of the Assessment and the Assessment Lien. The Act requires that the Assessment and Assessment Lien be assigned to the Capital Provider for collection of the Assessment.

Neither the QIP nor the property assessed within the District may be owned by the County.

The Act requires that the County adopt a Program Guide containing the draft documents and establishing guidelines for the implementation of an Assessment to finance the QIP. All information and documents collected will subject to the Nevada Public Records Act, Chapter 239 of Nevada Revised Statutes.

## I. Definitions

**Act** means Chapter 271 of NRS as amended by SB 283, 2021 Nev. Leg., 81<sup>st</sup> Session.

**Action** means approval by the BCC of the Voluntary Assessment Agreement which shall also constitute an action for approval of an Assessment and the financing or refinancing of a QIP on Developer's Property within the District as required by the Act.

**Applicant** means Property Owner or Developer.

**Appraisal** means a written unbiased professional opinion by a Member, Appraisal Institute ("MAI") designated appraiser who is certified as a general appraiser by the State of Nevada as to Value and lien to Value ratios required by the Act and the Program Guide.

**Assessment** means a special assessment consisting of a principal amount, or the levy thereof, against a tract specially benefited by a QIP, to defray wholly or in part the cost of the QIP.

**Assessment Lien** means a lien on a tract specially benefitted by a QIP in the amount of the Assessment to secure the payment of an assessment levied against that tract. The form of the Notice of Assessment and Assessment Lien is attached hereto as Appendix B.

**Assignment of Assessment and Lien** means the assignment, including the document representing the assignment, of the Assessment and Assessment Lien from the County to the Capital Provider. The form of the Assignment of Assessment and Lien is attached hereto as Appendix C.

**BCC** means the Clark County Board of County Commissioners.

**Capital Provider** means any private entity or the designee, successor or assign of the private entity that provides direct financing or refinancing for a QIP pursuant to the Act. The requirements of the Capital Provider are set forth in Article VII herein.

**County** means Clark County, Nevada.

**C-PACE Program** means the Commercial Property-Assessed Clean Energy Program the County adopted through the District Resolution.

**C-PACE Project means** each QIP financed with an Assessment under the County's C-PACE Program.

**Contractor** means an independent contractor licensed in the State of Nevada and also has a business license issued by the County that performs the work required for the installation or construction of the QIP. The Property Owner, not the Program Administrator, is responsible for selecting the contractor.

**Developer or Property Owner** means all of the owners of record of the tract which is assessed the cost of a QIP.



**Developer's Property** means the Eligible Property of a Developer which is assessed the cost of a QIP and on which the QIP is located.

**Direct Costs** means all direct costs necessary to construct and install a QIP, such as the installation/construction contract amount (materials and labor) and any required incidental costs (in an amount up to 15% of non-incidental Direct Costs) incurred in order to complete the installation of an QIP. Direct Costs include the cost of architectural and engineering work necessary for the QIP, but does not include the cost of land, interests in land or financing, legal, insurance, permitting and similar costs.

**District** means the County's C-PACE QIP District No. 1, which contains all property within the boundaries of unincorporated Clark County, as created by the District Resolution.

**District Resolution** means Resolution No. R-8-16-22-2 of the BCC adopted on August 16, 2022 which (i) created the District and (ii) adopted the procedure for administrating the District and financing of QIPs by adopting this Program Guide.

**Eligible Property** means qualifying commercial or industrial real property as defined in NRS 271.6312 and Article III, Section A of this Program Guide that is not owned by any governmental entity including the United States Department of Defense that is within the boundaries of the District on the date of adoption of the Action and on the date of recording of the Voluntary Assessment Agreement.

**Energy Audit** means a formal evaluation of energy consumption of a permanent building or any structural improvement to real property that meets the requirements of this Program Guide. The Energy Audit must contain a detailed description of the Energy Efficiency Improvement Project and be prepared by a Qualified Service Company.

**Energy Efficiency Improvement** means a modification of real property that reduces the energy consumption of real property.

**Energy Efficiency Improvement Project** means the installation or modification of one or more Energy Efficiency Improvements that decreases or supports the decrease of energy consumption or demand for energy through the use of efficiency technologies, products or activities and incidentals which are necessary, useful, or desirable for any such improvements and which installation or modification has a useful life of not less than 10 years.

**Final Application** means the application to participate in the Clark County C-PACE Program and receive financing that confirms the Applicant meets all the requirements set forth in the Program Guide and the Act. Approval of the Final Application by the Program Administrator is required prior to execution of the Voluntary Assessment Agreement and the Assignment of the Assessment and Lien to the Capital Provider.

**Financing Agreement** means the contract pursuant to which the Developer, or lessee, as applicable, agrees to repay the Capital Provider for financing or refinancing a QIP, including, without limitation, any finance charges, fees, debt servicing, interest, penalties, and any other

provision relating to the treatment of the prepayment or partial payment, billing, collection and enforcement of the Assessment and Assessment Lien securing the financing.

**Lender** means any lender, mortgagee, the beneficiary of a deed of trust or other creditor who holds a mortgage, deed of trust or other recorded instrument that encumbers all or any part of a Developer's Property as security for the repayment of a loan.

**Lender Consent** means the written consent of each Lender required for the levy of an Assessment and Assessment Lien against the tract to secure repayment of the financing or refinancing of a QIP. The Lender Consent must be in a recordable form and is binding on the holder of a lien who signs the consent and any successors or assigns. The form of the Lender Consent is attached hereto as Appendix D.

**Pre-Application** means the initial application completed by an Applicant so that the Program Administrator can determine whether the proposed QIP is eligible, and that the Applicant is aware of the C-PACE Program requirements. Approval of a Pre-Application by the Program Administrator is a requirement prior to the Submittal of a Final Application and consideration by the BCC for approval of the Voluntary Assessment Agreement.

**Program Administrator** means the Program Administrator who is responsible for approving C-PACE Projects via the Pre-Application and Final Application. The Program Administrator will be designated pursuant to Article II, Section A.

**Program Fees** means fees charged by the County in relation to the execution of a C- PACE Project. Fees are discussed in detail in Article VIII.

**Qualified Improvement Project (QIP)** means one or more of the following projects which are permanently affixed to real property, and which consist of improving or retrofitting for an existing structure or of in new construction, performed pursuant to the Act and this Program Guide: 1) Energy Efficiency Improvement Project; 2) Renewable Energy Project; 3) Water Efficiency Improvement Project.

**Qualified Service Company** means a person with a record of established QIPs or a person with demonstrated technical, operational, financial, and managerial capabilities to prepare a Study in accordance with these Guidelines and whose qualifications are more particularly described in the Guidelines.

**Renewable Energy** means biomass, geothermal energy, solar energy, waterpower, and wind. The term does not include coal, natural gas, oil, propane or any other fossil fuel, or nuclear energy. As used in this definition, "waterpower" means power derived from standing, running, or falling water which is used for any plant, facility, equipment, or system to generate electricity if the generating capacity of the plant, facility, equipment, or system is not more than 30 megawatts. Except as otherwise provided in this definition, the term includes, without limitation, power derived from water that has been pumped from a lower to a higher elevation if the generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts.

The term does not include power:

- Derived from water stored in a reservoir by a dam or similar device, unless:
- The water is used exclusively for irrigation;
- The dam or similar device was in existence on January 1, 2003; and
- The generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts;
- That requires a new or increased appropriation or diversion of water for its creation; or
- That requires the use of any fossil fuel for its creation, unless:
- The primary purpose of the use of the fossil fuel is not the creation of the power; and
- The generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts.

**Renewable Energy Project** means any improvement to real property, and facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the real property, or to support the production of renewable or thermal energy including, without limitation, energy storage, and all appurtenances and incidentals necessary, useful or desirable for any such improvements, facilities and equipment, and which improvement has a useful life of not less than 10 years.

**Renewable Energy Feasibility Study** means a written feasibility study conducted by a Qualified Service Company that includes a detailed description of the Renewable Energy Project, a feasibility analysis, and technology and financing recommendations for the installation of the Renewable Energy Project. The report must be performed by a Qualified Service Company which is also a renewable energy expert with detailed knowledge of the Renewable Energy Project.

**Study or Studies** means the Renewable Energy Feasibility Study, the Energy Audit, or the Written Analysis of a Water Efficiency Improvement Project, as required based on the type of QIP, or any other study or analysis required by the County.

**Value** means the fair market value of the Developer's Property as determined by an appraiser pursuant to the Act and this Program Guide in accordance with the Uniform Standards of Professional Appraisal Practice. The appraiser, method of appraisal and Appraisal itself must be approved by the Capital Provider in a written approval letter delivered to the Administrator at the time the appraisal is delivered to the Administrator. The Appraisal value date and approval letter date must be within 90 days prior to the recording of the Voluntary Assessment Agreement. Value of property shall take into account the additional value to the property as a result of the QIP, but otherwise shall be an "as is" value except as provided in the next sentence. For new building construction, the value of the property may take into account the additional value to the property

as a result of the QIP and new building construction if the Capital Provider approves the specific method used to value the new construction in its written approval delivered to the Program Administrator. The Program Administrator may agree to a value date in the Appraisal that is more than 90 days but less than or equal to 180 days before the recording of the Voluntary Assessment Agreement in appropriate cases, taking into account market movements since the value date in the appraisal.

**Voluntary Assessment Agreement** means the agreement between the County and the Developer as required by the Act, the form of which is attached hereto as Appendix A.

**Water Efficiency Improvement Project** means an improvement to real property, facilities or equipment, and all necessary appurtenances and incidentals thereto, with a useful life of not less than 10 years that is designed to: 1) Reduce the water consumption of the real property; or 2) Conserve or remediate water, in whole or in part, on the real property.

**Written Analysis** means in the case of a Water Efficiency Improvement Project, the written report of a Qualified Service Company that contains a detailed description of the Water Efficiency Improvement Project, that demonstrates that it meets the definition of “Water Efficiency Improvement Project” in this Program Guide and in the Act, and that describes in detail and quantifies the water consumption reduction and/or water remediation that is to be achieved by the Water Efficiency Improvement Project.

## **II. Program Overview**

### **A. Program Administrator**

The Program Administrator will be designated by the County CFO. The Program Administrator roles include but are not limited to:

1. Maintaining the Program Guide and ensuring they are updated and adopted as needed.
2. Reviewing and evaluating Pre-Applications and Final Applications to determine if the proposed QIP meets the requirements of the Act and the Program Guide.
3. Reviewing Studies, including drafts, and requirements for proposed QIP and ensuring they meet the criteria in the Program Guide and the Act.
4. Obtaining from each Applicant a written acknowledgement that it agrees to the provisions of Article X of this Program Guide on the liabilities and responsibilities of the County and its officers, agents and employees and the Program Administrator.
5. If the Applicant meets the minimum qualifications in the Pre-Application, as set forth in Article II, Section B.1, the Program Administrator will obtain from Applicant a written acknowledgement that it intends to comply with the requirements of the Program Guide and the Act with respect to the C-PACE District including, but not limited to, completing the application process, finalizing financing with a Capital Provider for the QIP via an assessment, entering into a Voluntary Assessment Agreement and related documents with the County, and constructing the QIP. The Program Administrator will then present the Voluntary Assessment Agreement to the CFO for consideration for approval by the BCC.
6. Ensure compliance with the Assessment and Certified Appraisal Criteria, in Article V, including, but not limited to, verification that the outstanding amount owed on all recorded liens plus the Assessment Lien and any other liens expected to be placed on the Developer's Property prior to completion of the QIP will not exceed 90% of the Value.
7. Review and evaluate the documentation required in Article II, Section B.3 and ensure that the Property Owner meets the requirements in Article III, Section D.
8. Conduct the review and approval of the QIP as set forth in Article II, Section B.4. If the Final Application and supporting documentation is complete, accurate and demonstrates the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the CFO who will submit an item to the BCC to consider approval of the Voluntary Assessment Agreement and Action. If the Program Administrator finds that the Property Owner's Final Application or supporting documentation is incomplete, inaccurate or does not demonstrate that the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the Property Owner who will have the opportunity to complete any missing information. Upon

- resubmission of a completed Final Application and/or supporting documentation, the Program Administrator will re-review and re-evaluate the material accordingly.
- 9.** Facilitating the preparation, execution and recording of the Voluntary Assessment Agreement for each QIP.
  - 10.** Monitoring C-PACE Projects for compliance with the requirements of the District Resolution, Program Guide and the Act.
  - 11.** Ensuring that the Voluntary Assessment Agreement is executed by the chair of the BCC after approval, and the Notice of Assignment of Assessment and Assessment Lien and Assignment of Assessment and Assessment Lien are executed by the CFO and said documents plus the Lender Consents are recorded.
  - 12.** Providing close out reports to the County in accordance with Article II, Section B.7.
  - 13.** Obtaining verification of completion of all C-PACE Projects.
  - 14.** Ensuring compliance with the Act and the Program Guide.

## **B. C-Pace Project Process**

### **1. Eligibility and Pre-Application**

- a. An Applicant must submit a Pre-Application to Program Administrator together with the application fee as set forth in Article VIII. The Pre-Application must include:
  - i. a legal description of Developer's Property;
  - ii. a statement as to eligibility of the property;
  - iii. a detailed description of the proposed QIP, including a preliminary cost estimate of the QIP;
  - iv. a draft of the required Study for the QIP, the amount of the proposed Assessment for the QIP, the name and address of the Property Owner;
  - v. a statement as to the estimated number of apprentices, local labor and non-resident labor intended to be used for the QIP;
  - vi. a statement of understanding that Lenders must provide written consent to the levy of the Assessment and Assessment Lien against the tract, the Appraisal, the Appraisal methods, the appraisers (who performed the Appraisal) and the Qualified Service Company in support of the Assessment and the QIP as required by this Program Guide; and
  - vii. the proposed Capital Provider and a conditional approval or financing commitment letter from the proposed Capital Provider outlining the terms of the financing.
- b. The information collected in the Pre-Application will be used by the Program Administrator to verify that the Applicant's property is an Eligible Property and that the proposed QIP falls within the parameters established in this Program Guide.

### **2. Completion of Final Application and Supporting Documentation**

- a. After verification by the Program Administrator that the Applicant's property is an Eligible Property and that the proposed QIP meets the criteria of this Program Guide and the District Resolution, the Applicant shall develop the QIP in accordance with this Program Guide and submit the Final Application to the Program Administrator.
- b. Along with submittal of the Final Application, the Applicant must obtain and submit the following prior to consideration of the Voluntary Assessment Agreement by the BCC:

- i. A completed Study as required by this Program Guide;
- ii. An Appraisal issued by an appraiser of the Value of Developer's Property and lien to Value ratios in compliance with this Program Guide;
- iii. An estimate of the Direct Cost of the proposed QIP from a Contractor and provide the estimate of all other costs of QIP to be financed under the Financing Agreement secured by the Assessment Lien;
- iv. A title report showing all recorded liens against the Developer's Property;
- v. Certifications required in Article III, Section D (Property Owner Requirements) of this Program Guide;
- vi. A Financing Agreement with a Capital Provider;
- vii. Executed Lender Consents as described in Article IX and in the form attached as Appendix D;
- viii. The Voluntary Assessment Agreement must be executed by Property Owner and must be in the form attached as Appendix A. The following documents are to be attached to the final Voluntary Assessment Agreement as exhibits: 1) a property description of Developer's Property; 2) a QIP description; 3) the Study; 4) a copy of the executed Financing Agreement; 5) the Appraisal; 6) a list of recorded instruments which are liens on Developer's Property; and 7) the executed Lender Consents described in Article IX; and
- ix. Payment of the C-PACE Program expenses and fees as required in Article VIII.

### **3. Program Administrator Review and Approval of QIP**

After the Applicant completes the Final Application and submits the documentation required in Article II, Section B.3, the Program Administrator will review and evaluate the documentation for completeness and accuracy and ensure they comply with the Act and this Program Guide. If the Final Application and supporting documentation is complete, accurate and demonstrates the proposed QIP qualifies for the C-PACE Program, the Program Administrator will provide the Property Owner with written notice of intent to proceed to the BCC with approval of the Voluntary Assessment Agreement and Action. If the Program Administrator finds that the Property Owner's Final Application or supporting documentation is incomplete, inaccurate or does not demonstrate that the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the Property Owner who will have the opportunity to complete any missing information. Upon resubmission of a completed Final Application and/or supporting documentation, the Program Administrator will re-review and re-evaluate the material accordingly.



#### **4. BCC Consideration for Approval of Action**

After the Applicant completes the Final Application and the Program Administrator has reviewed and approved the Final Application and the required supporting documentation, the Program Administrator will notify the CFO who will submit an item to the BCC to consider approval of the Action, which:

- a. Approves the Voluntary Assessment Agreement which constitutes final Action to approve the Developer's Property for an Assessment, financing or refinancing of a QIP and
- b. Authorizes the execution and recording of the necessary documents to complete the Assessment and financing, which must occur thirty (30) days after the BCC adopts the Action, unless extended by the County's Chief Financial Officer.

#### **5. Recording of Required Documents**

Upon the adoption of the Action by the BCC, the Property Owner must ensure that the necessary documents are executed and recorded, and all fees are paid, within thirty (30) days after approval of the Action unless extended by the Chief Financial Officer. The following documents must be recorded at the Clark County Recorder's office:

- All Lender Consents;
- Voluntary Assessment Agreement;
- Notice of Assessment and Assessment Lien; and
- Assignment of Assessment and Assessment Lien.

Proof of recording must be submitted to the Program Administrator within ten days after recording.

#### **6. Close Out One Year After Completion of QIP**

- a. Within one (1) year after the completion of the QIP, the Property Owner shall provide the following to the Program Administrator:
  - i. A statement that the QIP has been completed in accordance with the Study and that the QIP is performing as expected (or a statement regarding any change from the Study or any resulting changes from performance).
  - ii. A report stating the expected annual energy or water savings or production/remediation as anticipated at the outset of the project and the annual energy and/or water savings or production/remediation expected as of the time of the report, as well as expected annual and lifetime CO<sub>2-e</sub> reductions measured in metric tons, as applicable. The report should explain the changes from expected energy or water savings or production/remediation at the outset to the actual expected final energy or water efficiency or production/remediation

results at the time of the report.

- b. If requested by the County, subsequent reports shall be provided to the County addressing water or energy savings or production/remediation.

### **III. Eligibility Requirements**

#### **A. Property**

##### **1. Eligible Property**

- a. Commercial or industrial real property that is Eligible Property.
- b. Apartment buildings or complexes that contain 5 or more dwelling units (“Apartment Complexes”), provided that all units are owned and rented by the same property owner. An Apartment Complex that receives C-PACE Financing may not be subdivided into condominiums, town houses, cooperatives, time shares, or any other ownership form pursuant to which any person owns an interest in a portion of the Apartment Complex other than an interest in all of the Apartment Complex or an undivided part of the whole Apartment Complex. No unit of the Apartment Complex may be converted to a separate and individual ownership, such as a condominium or townhouse. (To clarify, ownership of an undivided part of the whole Apartment Complex is permitted, but an ownership interest in single units, floors or a group of units other than all units is not permitted.) The prohibition in this Section III(A)(1) shall remain in effect until the Assessment is paid in full and the Voluntary Assessment Agreement has been terminated as set forth in Article V Section 12 of that Agreement.
- c. Affordable Housing – residential rental multi-family dwelling of 5 or more units where the income level of the tenants is restricted through the project financing to households at 60% of area median income, or below, during the term of the Assessment.
- d. Homeowner Association owned property for Water Efficiency Improvement Projects that meet eligibility requirements of Southern Nevada Water Authority (“SNWA”) Water Smart Landscapes Program or the Water Efficient Technologies Program as set forth in Article IV, Section C.
- e. The Developer’s Property must be located entirely within the boundaries of the County and must not be located within the boundaries of any incorporated City at the time of adoption of the Action and at the time of recording of the Voluntary Assessment Agreement.

## **2. Ineligible Property**

- a. A residential dwelling containing fewer than 5 individual dwelling units.
- b. A residential dwelling containing 5 or more dwelling units that are not all owned and rented by the same property owner.
- c. Property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under this Act.
- d. Property owned by a government.

## **B. CPACE Projects**

1. Renewable and Energy Efficiency Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same renewable energy objective.
2. The minimum useful life of a QIP must be the greater of 10 years or the term of the Voluntary Assessment Agreement. The term of the Financing Agreement must not exceed the useful life of the QIP, and the term of the Financing Agreement is the same term as the Assessment Lien and the Voluntary Assessment Agreement.

## **C. QIP Size; Refinancing**

1. The minimum Assessment allowed for the County C-PACE Program is \$500,000 and the maximum amount is \$50,000,000.
2. The Assessment and Assessment Lien must not exceed 25% of the Value of the Developer's Property assessed for improving or retrofitting an existing structure as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
3. The Assessment and Assessment Lien must not exceed 35% of the Value of the Developer's Property assessed for new construction or a gut rehabilitation as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
4. Re-financings of prior financings of a QIP are permitted if the prior financing was: (i) an Assessment secured financing of a QIP pursuant to this Program Guide, (ii) a financing of a QIP made in anticipation of an Assessment secured financing under this Program Guide which was funded after a Pre-Application was filed for that financing under this Program Guide, or (iii) a financing of a QIP that was completed within 3 years preceding the Pre-Application. The Compliant Baseline (as defined below) for re-financings shall be the Compliant Baseline applicable to the QIP when it was permitted for construction, based on the IECC (as defined below) that was applicable to the QIP when it was constructed.

## **D. Property Owner Requirements**

To be eligible to participate in the C-PACE Program a Property Owner must:

1. Be the legal owner of the Eligible Property as shown by the records of the Clark County Recorder. All Property Owners of the subject property must sign the Voluntary Assessment Agreement. Therefore, before submitting the Pre-Application, the Applicant must ensure that all owners of the subject Property agree to participate in the C-PACE Program and subject to the terms.
2. Obtain written affirmative consent of all Lenders who hold a mortgage, deed of trust or other recorded instrument that encumbers all or any part of a Developer's Property as security for the repayment of a loan pursuant to Article IX, Lender Consents. All Lenders must execute the Lender Consent form attached as Appendix D. The Lender Consent forms must be fully executed and attached to the Voluntary Assessment Agreement prior to consideration of said agreement by the BCC.
3. Certify that the Property Owner (and its parent if the Property Owner is a single-purpose entity) is solvent and that no proceedings are pending or threatened in which the Property Owner (and the parent, as applicable) may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from some or all of the Property Owner's (and the parent's, as applicable) debts or obligations, be granted an extension of time to pay the Property Owner's (and the parent's, as applicable) debts or be subjected to a reorganization or readjustment of the Property Owner's (and the corporate parent's, as applicable) debts. The Property Owner must also certify that the Property Owner (and the parent if the Property Owner is a single purpose entity) has not filed for or been subject to bankruptcy protection in the past two years.
4. Be current in the payment of all obligations secured by Developer's Property, including property taxes, special assessments, special taxes, other tax liens, water or sewer charges, code enforcement delinquencies, among others. The Property Owner is required to submit a certification statement to acknowledge there are no public obligations or charges associated with the property. The Program Administrator may review public records, including the real property records, to verify compliance with this requirement. Properties currently appealing a property tax assessment will be reviewed and eligibility for the C-PACE Program will be determined on a case-by-case basis.
5. Have no involuntary liens on the Developer's Property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the Property Owner, or eminent domain proceedings. The Property Owner is required to submit a title report.
6. Have no notices of default or delinquency on property-based debt that have been recorded and not cured.
7. Maintain insurance on the property payable to the C-PACE Capital Provider in the amount provided in the Financing Agreement.
8. Certify that it is not a party to or aware of any litigation or administrative proceeding of any nature and that no such litigation or administrative proceeding is pending or threatened that, if successful, would materially adversely affect the Property Owner's ability to operate its business or comply with the Voluntary Assessment Agreement and pay the Assessment to

the Capital Provider when due, or which challenges or questions the validity or enforceability of the Voluntary Assessment Agreement, Assessment and Assessment Lien or any other documents executed by Property Owner in connection with the Property Owner's participation in the C-PACE Program.

## IV. Qualified Improvement Project Requirements

The following types of Qualified Improvements Project as permitted under the C-Pace Program:

### A. Energy Efficiency Improvement Projects

#### 1. Eligibility Requirements

An Energy Efficiency Improvement Project must decrease or support the decrease of energy consumption or demand for energy on Developer's Property, meet the definitions set forth in the Act and this Program Guide. New construction must exceed the energy efficiency requirements that would be achieved under the current edition of the International Energy Conservation Code adopted by the County at the time the Pre-Application is submitted ("IECC") by at least five percent (5%) ("New Construction Baseline"). Retrofitting must meet the energy efficiency requirements that would be achieved under the current edition of the IECC adopted by the County at the time the Pre-Application is submitted ("Retrofit Baseline"). The New Construction Baseline and Retrofit Baseline are hereinafter collectively referred to as "Compliant Baseline".

Eligible Energy Efficiency Improvements may include but are not limited to the following if they meet the eligibility requirements:

- a. Automated building control systems such as a Building Management System (BMS) or Energy Management System (EMS).
- b. Variable speed drives on motors, pumps, and fans.
- c. Replacement or modification of lighting fixtures and controls to increase the energy efficiency of the system. Lighting fixtures must meet the Design Lighting Consortium (DLC), premium category, technical requirements version 5.1 or current edition.
- d. Daylighting systems.
- e. High efficiency Heating, Ventilation and Air Conditioning (HVAC) modifications and replacements including boilers, chillers, and air handling units.
- f. Hot water heating systems.
- g. Building envelope improvements including insulation in walls, roofs, floors, and foundations
- h. Window and door system modifications that reduce energy consumption.
- i. Energy recovery systems.
- j. Elevator modernization projects.

Examples of ineligible Energy Efficiency Projects include the following:

- a. Vending machine controls
- b. Portable heaters/air conditioners/light fixtures
- c. Incidental improvements such as the following the cost of which exceeds 15% of the Direct Costs of the non-incidental components of the QIP:

- i. Health and safety improvements not directly related to or otherwise incorporated in the energy improvement.
- ii. A like-for-like roof upgrade associated with the installation of a roof-mounted solar photovoltaic array.
- iii. Asbestos abatement associated with a boiler retrofit.
- iv. New pads to support new plant equipment, such as a new chiller.
- v. Replacement of ductwork and terminal boxes associated with a packaged rooftop unit replacement.
- vi. Relocation of equipment associated with the installation of energy saving measures.
- vii. Rerouting of a fire sprinkler system to accommodate a new HVAC system.
- viii. Carports supporting a solar photovoltaic array.

## 2. **Retrofitting (Energy Efficiency Projects)**

Retrofitting of existing properties as well as new construction may be eligible as an Energy Efficient Improvement Project which meets or exceeds the Compliant Baseline.

Energy Audits shall assess the existing conditions of a building against the performance of the Energy Conservation Measures (ECM). Existing conditions may be determined based on nameplate efficiency ratings of currently installed equipment. Alternatively, the Qualified Service Company may use modeled energy performance of the building or other professionally accepted methods of establishing energy efficiency performance of the existing building. The Program Administrator will review the Energy Audit submitted with the application materials and submit any follow-up questions to the Applicant's project team.

## 3. **New Construction (Energy Efficiency Projects)**

- a. New construction C-PACE Projects that meet or exceed the Compliant Baseline are eligible for the C-PACE Program. When applying for a C-PACE Project for a new construction project the Applicant must demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the Compliant Baseline.
- b. The Energy Audit for a new construction project must demonstrate the expected energy savings that meets or exceeds the Compliant Baseline in one of two ways:
  - i. The Energy Audit for new construction may itemize energy -related measures that are included in one of the above-listed standards. The Energy Audit must describe each ECM's characteristic and provide supporting documentation showing the extent to which each ECM meets or exceeds the Compliant Baseline.
  - ii. The Energy Audit for new construction may demonstrate overall savings on a whole

- building level, following a methodology consistent with the American Society of Heating, Refrigeration Air-Conditioning Engineering (ASHRAE), 211-2018, 90.1 Appendix G guidelines, or if newer, the then current edition. Additionally, estimated whole building energy savings that meet or exceed the Compliant Baseline should be calculated using a Department of Energy-approved building energy modeling software or detailed engineering calculations. Building-level savings calculations must demonstrate that the building's total anticipated performance that is equal to or better than the Compliant Baseline with a summary percentage of performance of the whole building meeting or exceeding the Compliant Baseline.
- c. The Energy Audit for this project type shall include all component requirements for New Construction, as outlined above.

#### 4. **Energy Efficiency Improvement Project Audit Requirements**

- a. An Energy Efficiency Improvement Project must be supported by an Energy Audit conducted by a Qualified Service Company and must include a written energy analysis of the C-PACE Project, including a detailed description of the Energy Efficiency Improvement Project. All Energy Audits for Energy Efficiency Improvements must be prepared and submitted by a Qualified Service Company who is a Nevada Licensed Professional Engineer (P.E.)
- b. An Energy Efficiency Improvement Project Energy Audit must address the following components and information, as applicable:
  - i. Written description of the proposed project.
  - ii. Expected annual energy savings, electrical demand reduction, and maintenance.
  - iii. Estimate of the useful life of each ECM including specification sheets.
  - iv. Each ECM and the total project capital cost required for each ECM including soft costs.
  - v. Operating cost assumptions.
  - vi. Clear and logical step-by-step calculations detailing the estimated annual energy savings and electrical demand reduction.
  - vii. Document assumptions and inputs to calculations.
  - viii. Key numbers should be easily identifiable with correct units shown.
  - ix. An explanation as to how the QIP will meet or exceed the Compliant Baseline.
  - x. Analysis as to the useful life of the QIP and demonstration that the life of the improvement is at a minimum the greater of 10 years or the expected term of the Voluntary Assessment Agreement.



- c. The Energy Audit shall be consistent with one of the following guidelines:
  - i. American Standard Testing Method (“ASTM”) International Standard E2797, “Standard Practice for Building Energy Performance Assessment for a Building Involved in a Real Estate Transaction,” most current version.
  - ii. American National Standards Institute (ANSI)/ASHRAE/American Air Conditioning Contractors of America (ACCA) Standard 211- 2018, or most current version, for ASHRAE Level 2 or 3 Energy Audits.
  - iii. The Qualified Service Company can be employed by a participating Contractor on the C-Pace Project or can be an independent firm retained by the applicant or the applicant representative. The name, firm name, contact information and credentials of the Qualified Service Company shall be included in the Energy Audit.

## **B. Renewable Energy Project**

### **1. Eligibility Requirements**

- a. The Act permits the financing of Renewable Energy improvements, installed on the customer side of the electric meter, that produce energy from renewable resources. These include, but are not limited to, photovoltaic, solar thermal, small wind, low-impact hydroelectric, biomass, or fuel cells. Developers of Renewable Energy Projects must submit a Renewable Energy Feasibility Study.
- b. A Renewable Energy Project that generates electricity from Renewable Energy must be used to offset load on Developer’s Property.
- c. A Renewable Energy Project must not be used to sell or distribute renewable energy between tracts. If the structure that is benefitting from the QIP is located on more than one contiguous tract, the Renewable Energy Project may be used to serve the entire structure.
- d. Allowable uses of a Renewable Energy Improvement include:
  - i.) Generation of electricity to supply the on-site demand of the Property Owner;
  - ii.) Production of clean heat or power by use of a renewable energy source such as biomass or biogas.
- e. Renewable Energy Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same renewable energy objective.
- f. The energy generation baseline for all Renewable Energy Improvements is assumed to be zero energy generation; provided, if a Renewable Energy Improvement is a replacement of an existing renewable energy system, the renewable energy study provider shall establish the baseline using performance and/or nameplate ratings of the existing system.

## **2. Requirements for Renewable Energy Feasibility Study**

- a. A Renewable Energy Project must be determined by a Qualified Service Company to meet the definition in the Act and supported by a Renewable Energy Feasibility Study.
- b. Renewable Energy Feasibility Studies must be prepared by a Qualified Service Company which has demonstrated experience in developing Renewable Energy Projects and stamped by a licensed professional engineer in state of Nevada.
- c. The Renewable Energy Project Feasibility Study must address the following:
  - i. Site ambient conditions.
  - ii. Location for the Renewable Energy Improvement.
  - iii. Energy system foundation.
  - iv. Building characteristics
  - v. Utility consumption profile of the site, including the site's historic energy use and cost.
  - vi. Description of the proposed Renewable Energy Improvement.
  - vii. Projected annual energy production.
  - viii. Projected energy cost and levelized financial cost inclusive of financing.
  - ix. Weighted cost of energy saved and generated by the project.
  - x. Breakdown of cost savings to be realized, if any.
  - xi. Expected Useful Life of the Renewable Energy System.
  - xii. Identification of an appropriate commissioning plan for monitoring the system.
  - xiii. Analysis as to the useful life of the QIP and demonstration that the life of the improvement is at a minimum the greater of 10 years or the expected term of the Voluntary Assessment Agreement.

## C. Water Efficiency Improvement Project

### 1. Eligibility

- a. An eligible Water Efficiency Improvement Project must meet the eligibility requirements and criteria defined in the SNWA Water Smart Landscapes Program or the Water Efficient Technologies Program. *A full list of eligibility requirements and criteria can be found at [www.snwa.com](http://www.snwa.com).*
- b. Water Efficiency Improvement Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same water efficiency objective.
- c. In the event of a conflict between SNWA eligibility requirements at [www.snwa.com](http://www.snwa.com) the Act and this Program Guide, the Act, and this Program Guide control. Improvements consistent with the Water Smart Landscapes Program or the Water Efficient Technologies Program may not necessarily meet the criteria required for a Water Efficiency Improvement Project under this Program Guide and the Act. Improvements are not eligible for financing under the County's C-pace program unless they meet both the SNWA eligibility requirements at [www.snwa.com](http://www.snwa.com) and the criteria required for a Water Efficiency Improvement Project under this Program Guide and the Act.

### 2. Requirements for Written Analysis for Water Efficiency Improvement Project

- a. A Water Efficiency Improvement Project must be supported by a Qualified Service Company to meet the definition in the Act. The determination of the Qualified Service Company must be contained in a Written Analysis of the project. All Written Analysis for a Water Conservation Project must be prepared and submitted by a Qualified Service Company.
- b. The Qualified Service Company preparing this Study must provide reference to his/her water-specific qualifications in the Pre-Application.
- c. For C-PACE Projects limited to water savings, the Written Analysis of the Water Efficiency Improvement Project must also document assumptions and inputs to calculations (e.g., flow rates, estimated monthly usage) in addition to the information summarized above. The Study must analyze the useful life of the QIP and demonstrate that the minimum life of the QIP is the greater of 10 years or the term of the Voluntary Assessment Agreement.
- d. The Applicant must provide a written statement by the SNWA that the Water Efficiency Improvement Project complies with the SNWA eligibility requirements.

## **V. Assessment / Certified Appraisal Criteria**

### **A. Assessment Criteria**

Each CPACE Project must meet the following Assessment criteria:

1. The QIP in the County C-PACE Program must be financed or refinanced only through an Assessment on the Developer's Property that secures the direct financing or refinancing obtained from a Capital Provider (the requirements for Capital Providers are set forth in Article VII herein) pursuant to a Financing Agreement.
2. The County will not issue bonds to finance through an Assessment of a QIP.
3. The County will not use any public funds to pay an Assessment nor pledge the full faith and credit of the municipality for such proceeds. The County is not liable for any amount due related to the QIP.
4. The Assessment consists of the principal amount levied against a tract, in the form of an Assessment Lien, specially benefitted by a QIP to defray wholly or in part the cost of the QIP. The form of the Notice of Assessment and the Assessment Lien is attached hereto as Appendix B.
5. The Developer must execute a Financing Agreement with a Capital Provider who will provide Developer direct financing for the QIP. The principal amount financed for the QIP, pursuant to the Financing Agreement, constitutes the principal amount of the Assessment. The principal amount financed includes the Direct Costs and non-Direct Costs not exceeding 20% of Direct Costs. Non-Direct Costs do not include the financing of land or interests in land.
6. The minimum useful life of a QIP must be the greater of 10 years or the term of the Voluntary Assessment Agreement. The term of the Financing Agreement must not exceed the useful life of the QIP, and the term of the Financing Agreement is the same term as the Assessment Lien.
7. The minimum Assessment allowed for the County C-PACE Program is \$500,000 and the maximum amount is \$50,000,000.00.
8. The Assessment and Assessment Lien must not exceed 25% of the Value of the Developer's Property assessed for improving or retrofitting an existing structure as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
9. The Assessment and Assessment Lien must not exceed 35% of the Value of the Developer's Property assessed for new construction or a gut rehabilitation as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
10. The outstanding amount owed on all recorded instruments which are liens against the tract, including the Assessment Lien and any other liens expected to be placed on the

Property prior to the completion of the QIP, must not exceed 90 percent of the Value of the property assessed as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).

11. For C-Pace Projects that include multiple QIPs, the term of an Assessment and Assessment Lien and Financing Agreement may not be greater than the weighted average useful life of all QIPs that are being financed, calculated based on the amount financed for each individual QIP, subject to the County's review and approval.
12. County and Applicant must enter into a Voluntary Assessment Agreement, the form of which is attached hereto as Appendix A. The Voluntary Assessment Agreement creates the Assessment Lien that is placed on Developer's Property.
13. Except for the imposition and amount of the Assessment and the Assessment Lien, in no event is the County responsible for the form of the Voluntary Assessment Agreement or any statement, term, provision or other matter contained in it.
14. All persons who own a property interest in the tract must be a party to and execute the Voluntary Assessment Agreement.
15. The Voluntary Assessment Agreement will be recorded with the Clark County Recorder within 30 days of its approval by the BCC. No transfers of the Developer's property may be made after the Voluntary Assessment Agreement is executed and before it is recorded. Once recorded, the Voluntary Assessment Agreement is binding on all subsequent property owners.
16. The Developer must agree to the Assessment amount approved by the BCC as repayment for the financing of the QIP.
17. The Developer must acknowledge that the Assessment Lien will be recorded on its property to secure the repayment of the financing pursuant to the Financing Agreement.
18. The County will assign the Assessment and Assessment Lien to the Capital Provider. The form of the Assignment of the Assessment and Assessment Lien is attached hereto as Appendix C.
19. The County shall execute and record a Notice of Assessment and Assessment Lien on Developer's Property.
20. Any Lender who holds a lien on the tract on which the QIP is to be located must consent in writing to the levy of the Assessment and Assessment Lien against the tract to secure the repayment and financing or refinancing of the QIP. Additionally, each Lender must provide written approval of the Appraisal, Appraisal methods, appraisers (who performed the Appraisal) and the Qualified Service Company that provides the Study supporting the Assessment and the QIP as required by this Program Guide. Each consent is binding on the holder of a lien who signs the consent. Each consent must be recorded with the County recorder and once recorded is binding on the Lender who signed the consent and any successors and assigns. The form of the Lender Consent is attached hereto as Appendix D.

21. The maximum C-PACE Assessment eligible for a QIP will be determined by the Program Administrator after a review of the construction costs, and the as-designed modeled energy performance, the Study, the application materials, Appraisal, Financing Agreement.

## **B. Certified Appraisal Criteria**

1. Appraisers appraising the Value and applying lien to Value ratios must meet the following criteria.
  - a. Be certified as a general appraiser by the State of Nevada;
  - b. Be designated as a MAI Appraiser by the Appraisal Institute;
  - c. Be experienced in appraising Clark County property; and
  - d. Conform to the Uniform Standards of Professional Appraiser Practice.
2. The appraiser must determine lien to Value ratios on Developer's Property as set forth in NRS 271.6315(2)(b)(c). Value of property shall take into account the additional value to the property as a result of the QIP, but otherwise shall be an "as is" value except as provided in the definition of "Value", above.

## **VI. Contractors**

All QIP's must be completed through independent contracts with Contractors that hold all applicable state and local licenses. The County does not recommend or endorse any specific contractor or warrant the reliability of any such Contractor. The County is not responsible for the construction, or any defects or delays thereof. The law of the State of Nevada relating to public bidding, public works or public procurement are not applicable to contracts for construction. Property Owner is responsible for conducting its own due diligence, including but not limited to consideration of finances, performance, and pricing, before selecting a contractor.

## **VII. C-PACE Capital Providers**

- A. Capital Providers must meet the following criteria:
  1. Shall be and remained licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Nevada and Clark County.
  2. Shall have the legal authority and power to finance the QIP.
  3. Shall comply with all applicable state, local and federal laws, and regulations in the financing of the QIP.
  4. Shall be an entity that:
    - a. is a federal or state-chartered bank or credit union;

- b. is rated at an investment grade level by AM Best, Standard & Poor's, Moody's, KBRA, Fitch or other equivalent rating service, or at 3.5 or above by Bauer Financial or other widely accepted and acknowledged rating provider;
  - c. has successfully completed the financing of two or more C-PACE projects as the sole or primary Capital Provider within the last 5 years;
  - d. is registered as a Capital Provider for C-Pace programs in three or more States; or
  - e. is approved by the Program Administrator as a lender of high quality after considering the following:
    - i. Whether the Capital Provider is rated by AM Best, Standard & Poor's, Moody's, KBRA, Fitch or other equivalent rating service, or by Bauer Financial or other widely accepted and acknowledged rating provider, with such ratings reflecting that the entity is a lender of high quality.
    - ii. The capital structure, income statement and balance sheet of the entity
    - iii. The lending criteria of the entity.
    - iv. Whether the entity is currently registered as a C-PACE lender in states other than Nevada with C-PACE
    - v. Whether the entity has financed a previous C-PACE transaction in another U.S. jurisdiction where C-PACE financing is authorized.
    - vi. Other factors deemed relevant by the Program Administrator that would assist in providing evidence that the entity is a lender of high quality.
- B. Upon full repayment of the C-PACE Financing, the C-PACE Capital Provider must submit a certified statement to the Program Administrator that the C-PACE Capital Provider's loan has been satisfied.
- C. County does not recommend or endorse any specific Capital Provider or warrant the reliability of any such Capital Provider. Property Owner is responsible for conducting its own due diligence, including but not limited to consideration of finances, performance, and pricing, before selecting a Capital Provider.

## **VIII. Program Fees**

To participate in the C-PACE Program, Property Owners must agree to pay a non-refundable \$2,000.00 application fee at the time of submittal of the Pre-Application. Property Owners shall be liable for any administrative or performance costs and expenses incurred by the County relating to the C-PACE Project. Property Owner shall pay invoiced expenses to the County by the earlier of thirty (30) calendar days of receipt of invoice or the recording of the Assessment Agreement. Clark County reserves the right to modify its fee structure at any time.

## **IX. Lender Consent**

All Property Owners must advise all Lenders of their intent to participate in the C-PACE Program and the Assessment and Assessment Lien. Additionally, all Property Owners must obtain written approval from the Lenders of the Appraisal, Appraisal methods, appraiser (who performed the Appraisal) and Qualified Service Company who provided the Study supporting the Assessment and the QIP and required by this Program Guide. Property Owners must obtain each Lender's written consent thereto in the form attached as Appendix D. Each consent must be recorded with the County recorder and once recorded is binding on the Lender who signed the consent and any successors and assigns. The Property Owner must submit all executed Lender Consents to the Program Administrator for approval prior to consideration of the Voluntary Assessment Agreement by the BCC. In addition, if there are new entities that become Lenders as a result of a new loan or a change in the identity of the Lender after the Lender Consents are provided and before the Voluntary Assessment Agreement is recorded, the Property Owner must obtain Lender Consents from the new Lenders and submit those new Consents for recording prior to the time of recording of the Voluntary Assessment Agreement.

## **X. Release and Indemnification**

- A. Neither the County nor the Program Administrator provide legal advice. Further, neither Clark County nor the Program Administrator mediate any disputes between any participants, including but not limited to, Property Owners, lessees, tenants, Capital Providers, Contractors and Qualified Service Companies.
- B. In addition to other designated and implied responsibilities in the C-PACE Program, Applicant is responsible for reviewing the terms, conditions, and obligations implied by the Act, the Program Guide, Voluntary Assessment Agreement, and all other documents associated with the C-PACE Program, agreements with its Contractors, Qualified Service Company, Capital Provider, and any other parties to the C-PACE Project.
- C. Neither the County nor the Program Administrator provide any accounting advice regarding how a Property Owner should treat the C-PACE Project with respect to its books and records.
- D. The Program Administrator has the right to review all C-PACE Projects for eligibility.
- E. The County, its officers, agents and employees and the Program Administrator:
  - 1. Do not endorse any particular C-PACE Capital Provider, Contractor, Qualified Service Company, engineering firm, manufacturer, product, or system design by this offering.
  - 2. Are not responsible for any liability whatsoever imposed on the Applicant as a result its relationship with the Capital Provider, the Voluntary Assessment Agreement, the Assessment or Assessment Lien.
  - 3. Make no representation or warranty, and assume no liability with respect to the quality, safety, performance, or other aspect of any design, engineering, consulting, QIP, product, system, equipment, or appliance installed, constructed, or received and expressly disclaim any such representations, warranties, and liability, including, but not limited to, any implied



warranties of merchantability or fitness for a particular purpose. Please contact your contractor for detailed manufacturer equipment warranties.

4. Do not guarantee that installation and operation of energy efficient or water conservation equipment will result in reduced usage or in cost savings to a Property Owner or any occupants of an Eligible Property.
5. Are not responsible for the proper disposal/recycling of any waste generated as a result of the C-PACE Project.
6. Are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the QIP, products, equipment, or appliances, or the installation thereof related to a C-PACE Project.
7. Reserve the right to publicize participation in the C-PACE Program.
8. May visit the site of the QIP upon reasonable notice to verify that products, systems, equipment, improvements, and appliances comprising the QIP described in the Application, Voluntary Assessment Agreement and other C-Pace Program documents are being or were installed.

F. As provided in NRS 271.63175 of the Act:

1. The County, its governing body, its officers, and its employees shall not be liable for actions taken pursuant to NRS 271.6312 to 271.6325, inclusive of this act, except in cases of willful misconduct.
2. The County shall not use any public funds to pay an Assessment imposed to repay bonds or direct financing or refinancing of a QIP nor pledge the full faith and credit of the municipality for such purposes.
3. The amount necessary to repay bonds or the direct financing or refinancing of a QIP is secured solely by the Assessment and the County shall not use or pledge any money derived from any other source for such purposes.
4. The County is not liable for any amount due related to a QIP, including, without limitation, the costs for construction of the QIP.

G. By participating in the C-PACE Program, each Applicant shall submit a written acknowledgement to the Program Administrator that it agrees to the foregoing limits in this Article X on the liabilities and responsibilities of the County and its officers, agents and employees and the Program Administrator.

## **XI. Waivers; Modifications of the provisions of these Guidelines**

On written application made to the BCC through the Program Administrator, for good cause shown the BCC may consider waiving or modifying any of the foregoing requirements to the extent they are not a requirement of law. Any such waivers or modifications are subject to such other conditions as imposed by the BCC and are applicable only after approved by the BCC.

**Appendix A: Form of C-PACE Voluntary Assessment Agreement**  
*[See Attached]*

**Appendix B: Form of Notice of Assessment and  
Assessment Lien**  
*[See Attached]*

**Appendix C: Form of Assignment of Assessment Lien**  
*[See Attached]*

**Appendix D: Form of Lender Consent**  
*[See Attached]*

**RESOLUTION NO. 3410**

**INTRODUCED BY COUNCIL**

**A RESOLUTION TO AUTHORIZE THE CREATION OF THE CITY OF SPARKS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO PROVIDE THE MEANS OF FINANCING ONE OR MORE ENERGY EFFICIENCY IMPROVEMENT PROJECTS, RENEWABLE ENERGY PROJECTS, WATER EFFICIENCY IMPROVEMENT PROJECTS OR RESILIENCY PROJECTS FOR QUALIFYING COMMERCIAL OR INDUSTRIAL REAL PROPERTY; TOGETHER WITH OTHER MATTERS PROPERLY RELATED THERETO.**

**WHEREAS**, the City of Sparks (the City) is a political subdivision of the State of Nevada duly organized and operating as a city under the provisions of an act entitled “AN ACT incorporating the City of Sparks, in Washoe County, Nevada under a new charter, defining the boundaries thereof, and providing other matters properly relating thereto,” cited as Chapter 470, Statutes of Nevada 1975, and all laws amendatory thereof (the Charter); and

**WHEREAS**, the City has numerous existing commercial and industrial buildings with many years of remaining useful life. However, many of these buildings may not meet current energy efficiency standards and lack renewable energy and conservation systems that make existing industrial and commercial property more desirable and economically feasible for owners and tenants; and

**WHEREAS**, the construction of new industrial and commercial buildings that include renewable energy and conservation systems that exceed current building energy code requirements will make such buildings more attractive to owners and tenants and promote long term resiliency and sustainability of the City’s future Commercial and Industrial real properties; and

**WHEREAS**, the City recognizes that investment in cost effective energy and conservation systems can make such buildings more attractive to owners and tenants while stimulating innovation, bolstering the local economy, and creating employment opportunities at all levels in the community. Such investment will advance the goals and policies of the City’s Comprehensive Plan by promoting the resiliency and sustainability of the City’s existing Commercial and Industrial real properties; and

**WHEREAS**, NRS Chapter 271 at sections 271.6312-.6325, inclusive (the Act) enables a Nevada Municipality, without an election, to adopt a resolution whereby the Governing Body of the

Municipality specifies the procedure for the creation and administration of a district, which may constitute the entire jurisdictional boundaries of the Municipality (the "District"), with the purpose of financing one or more Qualifying Improvement Projects with willing owners of Qualifying Commercial or Industrial Real Property, a program generally known as a "Commercial Property Assessed Clean Energy Program" or "C-PACE Program"; and

**WHEREAS**, the City Council hereby finds and determines that the investments to be made and financed under a C-PACE Program may reasonably be expected to (i) renew and revitalize existing commercial and industrial properties; (ii) enhance the value of both existing and new commercial and industrial properties; (iii) improve the marketability and profitability of such improved properties (iv) generate local construction jobs; (iv) lead to the creation of additional jobs by the businesses which thereby become more profitable; (vi) improve air quality; (vii) and support progress towards the city's goals to encourage green building, reduce carbon emissions, and expand the clean energy economy; and (viii) strengthen the local economy;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SPARKS DOES HEREBY RESOLVE AS FOLLOWS:**

## **SECTION 1 PROGRAM CREATION**

- 1.1 The City of Sparks, Nevada, a Nevada municipality, hereby finds a C-PACE program is in the public interest and creates the "Sparks C-PACE Program" by adoption of this Resolution.
- 1.2 The Program Guide, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the City pursuant to NRS 271.6325(2-4).

## **SECTION 2 DEFINITIONS**

- 2.1 Capitalized terms used herein but not otherwise defined have the meanings given such terms in the Act.



- 2.2 **"Assessment"** and **"Assessment Lien"** means a voluntary lien created by the City against any tract specifically benefited by any Qualified Improvement Project to defray wholly or in part the cost of the project, in an existing structure or new construction, which lien shall be made on a Qualifying Commercial or Industrial Real Property, as secured by a Recorded Notice of Assessment and Assessment Lien, and which shall not be subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes, and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the tract pursuant to the provisions of NRS 361.450.
- 2.3 **"Assessment Agreement"** means the voluntary contract, signed by the City and the Property Owner, whereby the Property Owner agrees to an Assessment and Assessment Lien imposed and Recorded on its Tract as security for repayment of Financing received pursuant to a Financing Agreement, a form of which is attached to the Program Guide.
- 2.4 **"Capital Provider"** means any private entity or the designee, successor or assign of the private entity that provides Financing for a Qualified Improvement Project pursuant to the Act.
- 2.5 **"City"** means the City of Sparks, Nevada, a Nevada municipal corporation.
- 2.6 **"City Program Manager"** means the Sparks City Manager or their designee.
- 2.7 **"C-PACE"** means Commercial Property Assessed Clean Energy.
- 2.8 **"C-PACE Assignment"** means a written assignment of the Notice of Assessment and Assessment Lien executed by the City for the benefit of the Qualified Capital Provider that provided the financing for the Qualified Improvements Project which shall be recorded to evidence the City's assignment of the Assessment and Assessment Lien, a form of said C-PACE Assignment is attached to the Program Guide.

- 2.9 **"Delinquent C-PACE Payment"** means any installment payment of the financing Amount that was not paid by Property Owner when due, which shall include without limitation, all interest, late fees, and penalties incurred pursuant to the Financing Agreement.
- 2.10 **"Effective Date"** means the date this Resolution goes into effect.
- 2.11 **"Energy Efficiency Improvement Project"** means the installation or modification of one or more energy efficiency improvements that decrease or support the decrease of energy consumption or demand for energy through the use of energy efficiency technologies, products or activities and incidentals which are necessary, useful, or desirable for any such improvements and which installation or modification has a useful life of not less than ten (10) years.
- 2.12 **"Financing"** means the C-PACE Financing or refinancing described in the Financing Agreement, which is financed by the Qualified Capital Provider for one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property.
- 2.13 **" Financing Agreement"** means the contract pursuant to which a Property Owner or lessee, as applicable, agrees to repay the Capital Provider for Financing or refinancing a Qualified Improvement Project, including, without limitation, any finance charges, fees, debt servicing, interest, penalties, and any other provision relating to the treatment of prepayment or partial payment, billing, collection and enforcement of the assessment and lien securing the Financing.
- 2.14 **"Financing Amount"** means the aggregate amount of the Financing, including interest, any finance charges, fees, debt servicing, costs, and penalties as are described in the Financing Agreement.
- 2.15 **"Financing Term"** means the term of the Financing, as described in the Financing Agreement.

- 2.16 **" Lender"** means a mortgagee, the beneficiary of a deed of trust or other creditor who holds a mortgage, deed of trust, or other Recorded instrument that encumbers the Tract to secure the Financing as security for the repayment of a loan.
- 2.17 **"Lender Consent"** means the instrument by which any Lender consents in writing to the creation of an Assessment and Assessment Lien against the Tract to pay all or a portion of the cost of the installation or improvement of a Qualified Improvement Project. Each consent must be Recorded and once Recorded is binding on the Lender as well as their successors or assigns.
- 2.18 **"Notice of Assessment and Assessment Lien"** means the document executed by the City and Recorded to evidence the Assessment and Assessment Lien, a form of said Notice is attached to the Program Guide.
- 2.19 **"Program"** means the Sparks C-PACE Program created by City through adoption of this Resolution consistent with the Act.
- 2.20 **"Program Administrator"** means the person or entity contracted in writing by the City to assist with the planning and administration of the C-PACE Program.
- 2.21 **"Program Guide"** means the comprehensive document which sets forth standard forms and establishes appropriate guidelines, specifications, and criteria for the underwriting and approval of a Qualified Improvement Project from time to time published by the Program Administrator and approved by the City Program Manager.
- 2.22 **"Property Owner"** means all owners of record of the Tract on which a Qualified Improvement Project is installed.

- 2.23 **"Qualified Capital Provider"** means a Capital Provider approved by the Program Administrator. The term includes any designee, successor, or assign of the entity that provides Financing as the Capital Provider for a Qualified Improvement Project.
- 2.24 **"Qualifying Commercial or Industrial Real Property"** means any real property within the District other than (i) a residential dwelling that contains fewer than five (5) individual dwelling units; or (ii) property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under the Act and that meets the project eligibility requirements as further defined herein. This term does not include any real property owned by the U.S. Department of Defense pursuant to NRS 271.6315(3).
- 2.25 **"Qualified Improvement Project"** means one or more of an Energy Efficiency Improvement Project, Water Efficiency Improvement Project, Renewable Energy Project, or Resiliency Project which are permanently affixed to real property in an existing structure or in new construction performed pursuant to the Act, that meet the project eligibility requirements as further defined herein.
- 2.26 **"Qualified Service Company"** means a person with a record of established projects or a person with demonstrated technical, operational, financial, and managerial capabilities to design and carry out operating cost-savings measures and other similar building improvements.
- 2.27 **"Record"** and its derivatives mean to record in the official records of the Office of the County Recorder, Washoe County, Nevada.
- 2.28 **"Renewable Energy Project"** means any improvement to real property, and facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the real property, or to support the production of renewable or thermal energy including, without limitation, energy storage, and all appurtenances and incidentals necessary, useful, or desirable for any such improvements, facilities and equipment, and which improvement has a useful life of not less than ten (10) years.

2.29 **"Resiliency Project"** means a qualified improvement to real property, facilities, or equipment with a useful life of not less than ten (10) years that:

1. Increases a building's structural integrity for seismic events;
2. Improves outdoor air quality;
3. Improves wind or fire resistance;
4. Improves stormwater quality or reduces on-site or off-site risk of flash flooding;
5. Improves or enhances the ability of a building to withstand an electrical outage;
6. Reduces or mitigates the urban heat island effect or the effects of extreme heat;
7. Reduces any other environmental hazard identified by the City of Sparks; or
8. Enhances the surrounding environment in which the real property is located.

2.30 **"The Act"** means Assembly Bill 5 (2017), which was amended by Senate Bill 283 (2021), and is now codified at NRS 271.6312 through .6325, inclusive.

2.31 **"Water Efficiency Improvement Project"** means an improvement to real property, facilities or equipment, and all necessary appurtenances and incidentals thereto, with a useful life of not less than ten (10) years that is designed to:

1. Reduce the water consumption of the real property; or,
2. Conserve or remediate water, in whole or in part, on the real property.

### **SECTION 3**

#### **ADMINISTRATION OF THE C-PACE PROGRAM: CREATION OF DISTRICT, AND GENERAL INFORMATION**

3.1 **CREATION OF DISTRICT.** The City Council may create a district by separate resolution and add qualifying commercial or industrial properties to the district pursuant to NRS 271.6315.

- 3.2 **ACCESSIBILITY OF PROGRAM.** The Program Administrator shall formally implement the Program through the creation of a publicly accessible website through which the public may submit applications for the Program.
- 3.3 **PARTICIPATION.** All Property Owners within the future District may apply, at their sole discretion, to participate in the Sparks C-PACE Program for the purpose of installing projects as described herein, pursuant to the requirements set forth in this Resolution.
- 3.4 **PROGRAM ADMINISTRATION.** The City may enter into a contract with a qualified, third-party Program Administrator to assist City staff in the creation and implementation of the C-PACE program. The City may authorize such Program Administrator to perform various tasks in accordance with the Act and this Resolution. The City may delegate authority to Record documents hereunder to the Program Administrator or to the Qualified Capital Provider. The Program Administrator may:
- A. Develop additional Program requirements, forms, consents, and materials, as approved by the City Program Manager.
  - B. Create an application form and approve Property Owner Applications.
  - C. Approve Qualified Service Companies and Qualified Capital Providers.
  - D. Develop the methods to determine Program eligibility requirements including:
    - 1. Loan-to-value and lien-to-value limitations pursuant to NRS 271.6315(2) inclusive;
    - 2. Insurance requirements;
    - 3. Supplemental sources of Financing; and
    - 4. Additional forms of security.
  - E. Conduct market analysis and Program marketing plans.
  - F. Develop Program quality assurance and quality control plan.
  - G. The Program Administrator may adopt such trade name or names under which to operate as the Program Administrator, with the consent of the City Program Manager, as it may from time to time determine.

3.5 **CITY AUTHORITY.** The City Council hereby delegates authority to the City Manager, or his designee, to execute the Assessment Agreement, the Notice of Assessment and Assessment Lien, and the Assignment of Assessment and Assessment Lien. The City Manager, or his designee, in collaboration with the Program Manager, may from time to time amend the Program Guide.

3.6 **SOURCES OF FINANCING.**

- A. Except as provided in Section 3.6(B), Qualified Improvement Projects must be financed or refinanced only through an Assessment and Assessment Lien on the real property that secures the Financing obtained from a Qualified Capital Provider pursuant to a Financing Agreement.
- B. In addition to, but not in lieu of the Financing pursuant to a Financing Agreement, a Qualified Improvement Project may be financed or refinanced through an assessment on the real property to secure bonds issued pursuant to NRS 271.475. Any bond or interim warrant issued for Qualified Improvement Projects may not be used in furtherance or support of a Financing Amount under a Financing Agreement with a Qualified Capital Provider, shall not constitute the debt or indebtedness of the City, shall not be secured by a pledge of the general credit or taxing power of the City or by the surplus and deficiency fund established pursuant to NRS 271.428, and shall be supplemental to a direct financing by a Capital Provider pursuant to a Financing Agreement described in Section 3.6(C) below.
- C. In a Financing through a Qualified Capital provider:
  - i. The City shall assign the Assessment and Assessment Lien to the Qualified Capital Provider pursuant to the form of C-PACE Assignment attached to the Program Guide;
  - ii. The Qualified Capital Provider is solely responsible for the billing, collection, and the enforcement of the Assessment and Assessment Lien; and
  - iii. A Delinquent C-PACE Payment will result in the interest and penalties set forth in the Financing Agreement, and enforcement of a Delinquent C- PACE Payment shall be by judicial foreclosure in the manner of a mortgage.

- 3.7 **ASSESSMENT AGREEMENT AND FINANCING AGREEMENTS.** Each Property Owner of a Qualifying Commercial or Industrial Real Property or part thereof wishing to be an active and voluntary participant in the Program shall enter into a written voluntary Assessment Agreement with the City, whereby the Property Owner consents in writing to the specific amount of the Assessment and Assessment Lien that will be imposed for the Qualified Improvement Project to secure repayment of the Financing provided by the Qualified Capital Provider for the project and to the Recordation of the Notice of Assessment and Assessment Lien against its real property. Such Property Owner, or its lessee, as applicable, shall enter into a Financing Agreement with a Qualified Capital Provider that sets forth the applicable terms to repay the Financing Amount for a Qualified Improvement Project. A Notice of Assessment and Assessment Lien with the property legal description and Assessment Agreement attached shall be Recorded.
- 3.8 **WRITTEN CONSENT OF LENDER.** Each Lender on which a Qualified Improvement Project will be located shall provide an executed and notarized Lender Consent in Recordable form. The Lender Consent is binding on the Lender who signs the consent. Each Lender Consent provided, and each amendment thereto, must be Recorded, and once Recorded, is binding on the Lender who signed the consent and any other person or Lender who holds any interest in the Tract to which the Lender Consent relates and such Lender's successors and assigns. The Lender Consent only applies to persons or entities meeting the definition of "Lender" herein as of the date of Recordation of the Notice of Assessment and Assessment Lien.

## **SECTION 4**

### **ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT ELIGIBILITY**

- 4.1 **APPLICATION PROCESSING.** Within the District created, an interested Property Owner, a lessee, or a representative of the Property Owner, may submit an application to the City or its Program Administrator. The Program Administrator will review the application material and determine whether the real property and project meet the C-PACE Program eligibility



requirements contained in the Act, this Resolution, and in the Program Guide. Project applications from interested Property Owners or lessees will be processed on a first come, first serve basis on its own merits and in accordance with the Act, this resolution and the Program Guide and shall only apply to the Tract set forth in the application.

- 4.2 **SIZE THRESHOLDS.** There is no minimum aggregate dollar amount that may be financed under the Program. The maximum aggregate dollar amount that may be financed under the program is subject to the provisions of NRS 271.6315 (2).
- 4.3 **ELIGIBLE PROJECT.** A Qualified Improvement Project located on a Qualifying Commercial or Industrial Real Property is eligible for the Program provided the required audit or feasibility study as described in the Program Guide has been reviewed by the Program Administrator and determined to be feasible with respect to its findings, savings, benefits, and compliance with any provisions within the Act, this Resolution or Program Guide without further action required by the City Council.
- 4.4 **PROJECT ELIGIBILITY NOTIFICATION.** The Program Administrator shall prepare and deliver to the Property Owner a project eligibility notification.

## **SECTION 5**

### **ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT FINANCING**

- 5.1 **ROLE OF CITY.** Neither the City nor any authority or other governmental entity whose board is appointed by the City shall lend its credit under this C-PACE Program. Unless otherwise specified in the Program Guide, the role of City shall be limited to:
  - A. Executing the written voluntary Assessment Agreement with the Property Owner.
  - B. Executing and Recording the Notice of Assessment and Assessment Lien for the property; and
  - C. Executing the C-PACE Assignment to the Qualified Capital Provider that provides the Financing of the Qualified Improvement Project.

- 5.2 **FINANCING AMOUNTS; FEES AND COSTS.** As described in Section 3.6, Qualified Capital Providers may finance projects under the Program. The Financing Agreement, entered into by a Property Owner or its lessee, as applicable, and Qualified Capital Provider for a Qualified Improvement Project, will specify that aggregate Financing Amount, which shall comprise the total cost of the Qualified Improvement Project(s), as well as interest on that amount during the Financing Term and any other C-PACE Program costs and closing fees. The interest rate of a Financing shall be determined by mutual agreement of Property Owner and Qualified Capital Provider. The amount of a C-PACE Financing shall be fully amortized in the C-PACE Installment Payments over the Financing Term as agreed by the Property Owner or lessee, as applicable and Qualified Capital Provider. Neither the City nor the City Program Manager shall be involved in the negotiation of the Financing Agreement.
- 5.3 **FINANCING TERM.** The Financing Term shall not exceed the useful life of the Qualified Improvement Project or, if the Qualified Improvement Project includes more than one improvement, the weighted average expected life of all Qualified Improvement Projects financed by the Financing Agreement or bond issuance.
- 5.4 **ADMINISTRATIVE FEES.** The City may establish administrative fees to be applied to each financed Qualified Improvement Project. The C-PACE Program will be self-financed, and the Program fees charged to participating Property Owners are designed to cover the start-up and recurring costs to administer the Program. Each financed project administration fee, as approved by the City, and published in the Program Guide, shall be disbursed to the Program Administrator at the closing of Financing by the Qualified Capital Provider.
- 5.5 **FORM OF ASSESSMENT AND FINANCING AGREEMENT.** The Assessment Agreement executed by the Property Owner and the City shall be in substantially the form attached to the Program Guide.

## SECTION 6

### ADMINISTRATION OF THE C-PACE PROGRAM: CLOSING AND LIEN RECORDING

- 6.1 **REPAYMENT MECHANISM.** Financings granted under the C-PACE Program will be repaid by collection of Installment Payments of the Financing Amount by the Qualified Capital Provider as described in Section 7.
- 6.2 **NOTIFICATION OF CLOSING.** Upon closing of Financing, the Program Administrator will promptly provide notice thereof to the City Program Manager, which notice shall include a statement of Financing Amount, executed and notarized Lender Consents, if any, and a copy of the Financing Agreement executed by all parties thereto. The City Program Manager shall provide such documentation to the City Attorney and City Clerk.
- 6.3 **PROMPT LIEN RECORDING.** At the closing of the Financing, the Notice of Assessment and Assessment Lien, with the Assessment Agreement and legal description of the Tract attached as an exhibit, and then the C-PACE Assignment, shall be Recorded in such order. Any amendments thereto must also be Recorded. Prior to closing the Financing, the Property Owner must submit to the Program Administrator and Qualified Capital Provider evidence that: (i) the Property Owner is current on payments of all loans secured by a mortgage or deed to trust lien on the property and on Real Estate Tax payment to the City, (ii) Property Owner and lessee, as applicable are not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner's title to the Tract is not in dispute.

Following Recordation of the C-PACE Assignment, Installment Payments of the Financing Amount shall be billed and shall be collected and enforced by the Qualified Capital Provider or its designee.

## **SECTION 7**

### **ADMINISTRATION OF THE C-PACE PROGRAM: BILLING, REPAYMENT, REMITTANCE, DELINQUENCIES, TRANSFERS & EXIT**

- 7.1 **APPLICABILITY.** The Program Guide may specify any necessary or applicable procedures with respect to billing, repayment, remittance, delinquencies, or transfers, and the role of the City, Program Administrator, and/or any Qualified Provider.
- 7.2 **BILLING, REPAYMENT, DISBURSEMENT, REMITTANCE.** Billing, collection, and repayment of the Financing Amount are the sole responsibility of the Qualified Capital Provider in amounts and at such time as described in the Financing Agreement.
- 7.3 **DELINQUENCIES.** Only the current C-PACE Installment Payment and any Delinquent C-PACE Payments shall be prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450. Delinquent C-PACE Payments shall (i) accrue penalties and interest in accordance with the Financing Agreement, and (ii) be enforced in accordance with the Financing Agreement. Foreclosure is the sole responsibility of the Qualified Capital Provider and shall be performed in the manner of a judicial foreclosure of a mortgage.
- 7.4 **TRANSFERS.** The Property Owner subject to an Assessment and Assessment Lien shall assume the obligation to repay all remaining, unpaid C-PACE Installment Payments due under the Financing Agreement (according to the Installment Payment schedule,) whether the transfer of ownership was voluntary or involuntary. Only the current C-PACE Installment Payment and any Delinquent C-PACE Payments, together with any costs of collection under the Financing Agreement, shall be payable at the settlement of a foreclosure sale. C-PACE loans may be transferred, assigned, or sold by a Qualified Capital Provider at any time during the Financing Term without consent from Property Owner, City, or any other party, provided that the Qualified Capital Provider Records a C-PACE Assignment. Recordation of such assignment shall constitute an assumption by the successor Capital

Provider of the rights and obligations contained in the Financing Agreement and the Assessment Agreement, as assigned by the City.

- 7.5 **EXIT.** Any Qualifying Commercial or Industrial Real Property entered into the District shall automatically exit the District upon remittance of the final Installment Payment that terminates the Financing Agreement associated with the recorded lien.

## **SECTION 8**

### **AUTHORITY, REPEALER, VALIDITY & EFFECTIVE DATE**

- 8.1 **AUTHORITY.** The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.
- 8.2 **REPEALER.** All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.
- 8.3 **VALIDITY.** If any section, paragraph, clause, or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.
- 8.4 **EFFECTIVE DATE.** The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

**PASSED AND ADOPTED** on this 9th day of January, 2023 by the following vote of the City Council:

**AYES** Abbott, VanderWell, Anderson, Bybee

**NAYS** \_\_\_\_\_

**ABSENT** Dahir

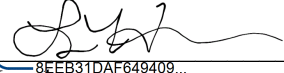
**ABSTAIN** \_\_\_\_\_


**APPROVED** this 9th day of January, 2023.

DocuSigned by:  
  
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Ed Lawson  
Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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By: Lisa Hunderman  
City Clerk

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By: Wes Duncan  
City Attorney

## **EXHIBIT A**

(Sparks C-PACE Program Guide)



# PROGRAM GUIDE

VERSION 1.0 – Exhibit A to Resolution 3410

September, 2022

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A program of:



Administered by:





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# OVERVIEW

## BACKGROUND

In 2017 the State of Nevada authorized through Chapter 271 of the Nevada Revised Statutes (“NRS”) cities and counties to implement Commercial Property Clean Energy (C-PACE) programs. The program was initially limited to the financing of Energy Efficiency Improvement Projects and Renewable Energy Projects. However, in 2021, pursuant to Senate Bill 283, the Nevada State Legislature amended and expanded this original enabling legislation to expand the list of Qualified Improvement Projects to also cover the financing of Resiliency Projects and Water Efficiency Improvement Projects. The City, pursuant to Resolution No. 3410 (the “Resolution”), adopted this Program Guide.

## HOW TO USE THIS GUIDE

This guide is intended to inform and guide all parties who participate in the Sparks commercial property assessed clean energy (“Sparks C-PACE” or “C-PACE”) program—including Property Owners, commercial real estate developers, energy efficiency and renewable energy contractors, mortgage holders, Capital Providers, and the community—as to how C-PACE works. This guide is for educational purposes only and does not constitute legal advice. Interested parties should consult with their own attorneys with respect to legal aspects of the C-PACE Program. This Program Guide is effective as of the date on the cover page and amends and restates the prior version of this Program Guide in its entirety as of such date. The prior version of the Program Guide will continue to govern any project approved under the Sparks C-PACE program prior to the date hereof. Capitalized terms used herein but not defined have the meanings given such terms in the Resolution.

## PROGRAM OVERVIEW

C-PACE is designed to help Property Owners of Qualifying Commercial or Industrial Real Property access long term, private-sector financing for the installation of Qualified Improvement Projects.

C-PACE is a “win-win” program that, aside from lowering the utility expenses and increasing the value of improved properties, advances important public policy goals that include reducing energy and water costs, increasing renewable energy deployment, reducing greenhouse gas emissions, improving building resiliency and creating local jobs.

C-PACE Financing is provided by private Qualified Capital Providers in an open market. The Financing is secured through the City’s creation of an Assessment and Assessment Lien. Repayment to the Qualified Capital Provider of the Financing Amount is facilitated through a Financing Agreement between the Property Owner or its lessee, as applicable, and the Qualified Capital Provider. The maximum Financing Term is based on the estimated useful life of the Qualified Improvement Project(s). The Financing itself can cover up to 100 percent of a building’s project cost and often requires no money down.

This combination of benefits means Property Owners, or their lessees can make substantial upgrades to their buildings and, in most cases, the upgraded building is more valuable after a C-PACE project has been completed.

As in many other programs nationwide, C-PACE is also available for new buildings that meet or exceed the requirements of Nevada's new construction energy code (IECC 2018/ASHRAE 90.1-2016). In other states with C-PACE programs, such Financings have proven to be attractive to developers who use it to reduce their project's weighted average cost of capital or fill gaps in their financing plan.

## How C-PACE WORKS

C-PACE enables Property Owners of Qualifying Commercial or Industrial Real Property located in the City of Sparks to use private-sector money to finance Qualified Improvement Projects.

C-PACE is economically attractive because it offers (subject to approval by the Qualified Capital Provider) a Financing Amount for a Qualified Improvement Project (a) used to improve or retrofit an existing structure up to 25% of the fair market value of the property assessed, and (b) used to improve a new structure or in a gut rehab up to 35% of the fair market value of the property assessed, in each case as determined by an Appraiser pursuant to the guidelines set forth herein. Repayment is secured by the Assessment and Assessment Lien, similar to a sewer district assessment, which is Recorded against the Tract through a Notice of Assessment and Assessment Lien and billed by the Qualified Capital Provider similar to a special improvement district bill.

Multiple Capital Providers have registered with the C-PACE program to become Qualified Capital Providers to finance Qualified Improvement Projects. Property Owners or lessees, as applicable, can select their preferred Qualified Capital Provider to fund their Qualified Improvement Project(s) at the time of application submittal, or, at the request of a Property Owner or lessee, as applicable, the Program Administrator can solicit financing term sheets from existing Qualified Capital Providers once the project eligibility review has been completed by the Program Administrator.

Capital Providers and their project development partners are encouraged to develop projects for submission to the Program Administrator for approval. In such instances, the Program Administrator will not solicit financing terms from other Qualified Capital Providers and will work solely with the originating Capital Provider or the Capital Provider designated by the Property Owner or lessee, as applicable, so long as the Capital Provider registers with the Program Administrator and meets the qualification criteria in this Program Guide.

From start to finish, C-PACE projects can often be financed within 45 to 90 days. Each application will be reviewed on its own merits and only the Tract identified in the application will be eligible for Qualified Improvement Projects approved through the application.

## PROGRAM BENEFITS

Sparks C-PACE offers multiple benefits to a broad range of stakeholders, including Property Owners, developers, contractors, Capital Providers, mortgage holders, and communities.

### Property Owners

Sparks C-PACE helps Property Owners and lessees reduce their operating costs, improve the value and market competitiveness of their asset, meet energy performance goals, and increase the cash flow from their building. C-PACE does this in several ways:

#### Up to 100% Financing

While C-PACE Financing can be attractive to all Property Owners, it is especially so for owners who lack the capital needed to pay for beneficial energy, water, or resiliency improvements. For such Property Owners, C-PACE solves this problem by providing up to 100 percent, long-term financing for Qualified Improvements Projects (subject to approval by the Qualified Capital Provider and Program Administrator). Audit, feasibility study, construction, financing costs, and other project costs could be included in the Financing as described in this Program Guide.

#### Long-term Financing

Typically, commercial real estate lenders provide up to 10-year financing for these types of improvements. The longer-term C-PACE Financing (commensurate with the useful life of the improvements which cannot be less than 10 years) fully amortized over the Financing Term allows Property Owners to pursue more capital-intensive, comprehensive energy, water and/or resiliency improvements. The Financing Term cannot be greater than the life of the improvements.

#### Transfers Upon Sale

Property Owners who sell their property before the Financing Amount is repaid can transfer the repayment obligation to the next owner.

#### Cost Recovery

C-PACE may help solve the split incentive or misalignment of incentives that may arise between Property Owners and lessees. Property Owners are less likely to undertake comprehensive energy, water, or resiliency improvements when their lessees receive the financial benefits in the form of lower utility bills. Under some leases, the C-PACE structure may enable a Property Owner to pass the Financing Amount on to the lessees, potentially solving the split incentive. Property Owners are encouraged to consult with their attorney or accountant on this matter.

### New Construction Project Developers

Property Owners planning to construct a new building can use C-PACE Financing to reduce their owner equity contribution or their need for other types of financing, such as mezzanine financing, and often can lower their weighted average cost of capital. With C-PACE, Property Owners with new builds can access up to 35 percent of the fair market value of the property provided they design the new building to meet or exceed the current Nevada energy code (IECC 2018/ASHRAE 90.1-2016).

### **Contractors**

C-PACE enables a Property Owner to access up to 100 percent long-term financing for the hard and soft costs related to Qualified Improvement Projects (subject to financial underwriting and approval by the Qualified Capital Provider). This long-term financing, which is based on the weighted average useful life of the Qualified Improvement Projects, can make Qualified Improvement Projects much more affordable. This means contractors can close more projects and expand their business. Public bidding, public works and public procurement requirements are not applicable to the construction of Qualified Improvement Projects, and the City is not responsible for the construction or defects or any delays associated therewith.

### **Capital Providers**

C-PACE investments are secured by an Assessment and Assessment Lien placed on the Qualifying Commercial or Industrial Real Property on which the Qualified Improvement Projects are developed through a voluntary Assessment Agreement executed by the City and the Property Owner(s) of record. Upon Recording of the Notice of Assessment and Assessment Lien (to which the Assessment Agreement is attached), the Assessment and Assessment Lien is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Tract pursuant to the provisions of NRS 361.450, and:

- Is senior to all other previously Recorded senior liens of a Lender, provided a written Lender Consent is executed by the applicable Lender and Recorded; and
- Shall run with title to the Tract and shall not be extinguished by the sale of any property on account of the nonpayment of general taxes.

Immediately following the Recordation of the Notice of Assessment and Assessment Lien, an Assignment of the Assessment and Assessment Lien, executed by the City for the benefit of the Capital Provider, is Recorded, by which the City's rights and obligations under the Assessment Agreement are assigned to and assumed by the Qualified Capital Provider, which shall then be solely responsible for billing, collection, and enforcement of the Assessment and Assessment Lien.

Qualified Capital Providers are also encouraged to originate Financings for Qualified Improvement Projects with Property Owners, but a precondition to approval is obtaining and Recording at the closing of the Financing any necessary Lender Consent.

### **Mortgage Holders**

To qualify for Financing, the C-PACE program requires that the Qualified Improvement Projects be supported by written analyses from qualified experts in the field from which the improvement originates as described in the Resolution and the Act.

From the Lender's point of view, a completed C-PACE project has the following key benefits:

- The Lender's loan is more easily repaid due to the borrower's increased cash flow;
- The Tract is more attractive to current and potential lessees or buyers; and
- The Assessment and Assessment Lien does not accelerate. In the event of a default, only the portion of the Financing Amount that is in arrears (together with the current payment and any applicable penalties or fees under the Financing Agreement) is due.

[View a list](#) of financial institutions that have granted consent to C-PACE projects in other parts of the country.

## KEY PARTIES TO A C-PACE TRANSACTION

There are multiple parties to a C-PACE transaction; each plays a distinct role in the process. They include:

<b>Property Owner</b>	All of the owners of record of the Tract on which a Qualified Improvement Project is installed.
<b>Program Administrator</b>	Sustainable Real Estate Solutions, Inc. (SRS).
<b>City</b>	The City's Program Manager.
<b>Capital Provider</b>	<p>Any private entity or the designee, successor or assign of the private entity that provides direct financing for a Qualified Improvement Project pursuant to the Act. The Property Owner, not the Program Administrator, is responsible for selecting the Capital Provider, but the Capital Provider must meet the eligibility criteria in this Program Guide to become a Qualified Capital Provider. Capital providers are responsible for underwriting each Financing to determine whether to invest in a Qualified Improvement Project. Each project will be subject to third-party technical review and eligibility approval by the Program Administrator as set forth in this Program Guide.</p> <p>If a Qualified Capital Provider chooses to invest, it will enter into a Financing Agreement with the Property Owner or the lessee, as applicable. This document details the terms and conditions under which the investment will be made. The Qualified Capital Provider controls disbursements of the Financing. The Qualified Capital Provider will manage billing and collections of the Financing Amount in accordance with the payment schedule included in the Financing Agreement.</p>
<b>Contractors</b>	Any contractor licensed by the City of Sparks and the State of Nevada may perform the work to install the Qualified Improvement Projects. The Property Owner, not the Program Administrator, is responsible for selecting the contractor. None of the City of Sparks, the City's Program Manager, the Sparks C-PACE program, nor the Program Administrator are recommending or endorsing a particular contractor or warranting the reliability of any such contractor.
<b>Appraiser</b>	An appraiser certified in the State of Nevada. The guidelines by which Appraisers shall calculate fair market value of Qualifying Commercial or Industrial Real Property under NRS 271.6325(3) are the Uniform Standards of Professional Appraisal Practice (USPAP) and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

## KEY STEPS TO A C-PACE TRANSACTION

### **Application/Eligibility Determination**

An interested Property Owner or its lessee must submit a C-PACE project application to the Program Administrator. Upon receipt, the Program Administrator will review the application and determine whether the property and project appear eligible for the C-PACE program and issue a preliminary project eligibility notification. Final project eligibility determination will be subject to the Program Administrator's review of the applicant's Energy Audit, written feasibility analysis or other written determination, as applicable, and compliance with the terms and conditions as described in the program requirements section below.

### **Project Scoping**

All applications for Qualified Improvement Projects must be accompanied by a written study that complies with the requirements outlined in the Project Technical Standards and Review section of this Program Guide. Completing the audit/study and developing the scope of work will likely be an iterative process. Depending upon how the overall project has been originated (contractor-driven, owner-driven, developer/consultant-driven), applicants may need assistance navigating this process. In such cases, they should contact the Program Administrator for assistance.

### **Lender Notice/Consent**

C-PACE requires that all parties qualifying as a Lender on or before the effective date of the Assessment and Assessment Lien be notified of the proposed C-PACE transaction and consent to the Assessment and Assessment Lien, including recording notice thereof. The formal written Lender Consent, executed and acknowledged and ready for Recording, must be received before the Program Administrator will authorize the closing of the Financing. The Program Administrator is available to support the Property Owner or lessee, as applicable, in the review of the C-PACE program requirements with a Lender.

### **Underwriting/Approval**

Within the parameters of the Act, the Resolution and this Program Guide, the Qualified Capital Provider will establish the Financing terms and conditions and financial underwriting standards for a Qualified Improvement Project. The Qualified Capital Provider will make its own determination as to whether an investment in a specific project is warranted. Once the underwriting process is complete, the Qualified Capital Provider will issue a conditional approval or financing commitment letter that outlines the terms of the Financing, including any conditions of closing. That agreement will ultimately be memorialized in a Financing Agreement. At a minimum, the Financing Agreement must provide: (1) the Capital Provider with responsibility for billing, collection and enforcement of the Assessment and Assessment Lien; (2) enforcement of the Assessment and Assessment Lien by judicial foreclosure like a mortgage; (3) that acceleration is not an available remedy for enforcement of the Assessment and Assessment Lien; and (4) delinquent installment payments of the Financing Amount will result in interest and penalties only if set forth therein. The terms and conditions of the Act, the Resolution and the Assessment Agreement will control in the event of any conflict between the foregoing and the Financing Agreement.

All Qualified Improvement Projects are owned by the Property Owner, not the Municipality, and must be permanently affixed to the subject real property. This Program Guide shall not restrict Property Owner's right to sell, encumber or lease the Qualified Improvement Project in its discretion. If the Qualifying Improvement Project relates to an existing structure, the Financing Amount may not exceed twenty-five percent (25%) of the fair market value of the Tract assessed "as stabilized" and as determined by an Appraiser. If the Qualifying Improvement Project relates to a new build or gut rehab,



the Financing Amount may not exceed thirty-five percent (35%) of the fair market value of the Tract, determined in the same manner.

Conditions of closing for a Financing will include, but may not be limited to, the consent of the Lender (if any), that procedures for Recording the Notice of Assessment and Assessment Lien and Assignment of Assessment and Assessment Lien have been established, and that a schedule for timely repayment of the Financing Amount has been agreed to by the parties to the transaction.

A copy of the Qualified Capital Provider's approval letter, executed and notarized Lender Consent, draft Assessment Agreement and any outstanding application or project review documents must be submitted to the Program Administrator for final review. Once the Program Administrator has determined that all statutory and program requirements have been met, it will issue a final determination of eligibility to the applicant with a copy to the Qualified Capital Provider.

### **Closing**

Prior to the closing of the Financing, the Property Owner and the City will enter into an Assessment Agreement, in substantially the form attached hereto as Exhibit A, which shall be attached to a Notice of Assessment and Assessment Lien in substantially the form attached hereto as Exhibit B, executed by the City and acknowledged, and the City shall execute and have acknowledged an Assignment of Notice of Assessment and Assessment Lien, in substantially the form attached hereto as Exhibit C (collectively, the "City Closing Documents"). The Program Administrator will coordinate with the City regarding the execution and acknowledgement of the City Closing Documents. The Property Owner shall deliver the City Closing Documents into escrow to be Recorded at the Closing and shall pay any fees owed to the City or Program Administrator through escrow at Closing. The closing of the Financing, which requires that all project approval conditions have been met, will be managed by the Qualified Capital Provider, including the Recording of all the City Closing Documents, which may occur through escrow. The Notice of Assessment and Assessment Lien (with the Assessment Agreement attached) must be Recorded prior to the Assignment of Assessment and Assessment Lien. By accepting the assignment of the Assessment and Assessment Lien, the Capital Provider agrees to assume responsibility for prosecution of said action of foreclosure independent of and without assistance or consent from the City, in accordance with the terms of the Financing Agreement. Subsequently, the Qualified Capital Provider will disburse financed funds to the Property Owner in conjunction with the negotiated funds disbursement schedule set forth in the Financing Agreement.

### **Assessment**

The Financing Amount may cover up to 100% of the cost of the Qualified Improvement Projects, including but not limited to, audits, Energy Audits, feasibility studies, equipment, maintenance, labor, and other costs directly related to the project over the project's life, and any C-PACE program administration costs as described in this Program Guide. The Assessment and Assessment Lien upon Recordation of the Notice of Assessment and Assessment Lien is not subject to any acceleration or extinguishment by the sale of any property on the account of nonpayment of general taxes and shall be assigned to and collected by the Qualified Capital Provider pursuant to the authority granted to the City by the Act upon Recordation of the Assignment of Assessment and Assessment Lien. Installments of the Financing Amount not yet due must not be accelerated or eliminated by foreclosure. In the event of foreclosure, any liens securing the payment of general taxes must be satisfied before any installment payment of the Financing Amount.

The Assessment and Assessment Lien may remain with the Tract upon sale, including in the event of a foreclosure. In the event of default or delinquency, the Assessment and Assessment Lien may be enforced by judicial foreclosure in the manner of a mortgage in accordance with the Resolution and the Act.

At the time of a transfer of property ownership, including by foreclosure, the currently due and all past due balances of the secured Financing Amount together with any penalties or fees assessed under the Financing Agreement shall be due for payment; but future assessment payments shall continue as a lien on the property. The person or entity acquiring title to the Tract in foreclosure or otherwise shall be responsible for installment payments of the secured Financing Amount that become due after the date of such acquisition.

### **Construction/Disbursement**

The Capital Provider is responsible for managing the disbursements of the C-PACE Financing per the terms of the Financing Agreement. The Property Owner or lessee, as applicable, should refer to that agreement to understand the Capital Provider's requirements for periodic inspections, progress payments and change orders.

### **Post-Commissioning Report**

Although not required by the C-PACE program, depending on the size and complexity of the project, the parties may consider a post-construction commissioning report performed by either the party performing the original installation of Qualified Improvement Project or a third party as agreed to in the contractor and Property Owner contract. Such reports typically contain, at a minimum:

- A statement that systems have been completed in accordance with the contract documents, and that the systems are performing as expected.
- Identification and discussion of any substitutions, compromises, or variances between the final design intent, contract documents, and as-built conditions.
- A description of the components and systems that exceed the owner's project requirements and those which do not meet the requirements and why.
- A summary of all issues resolved and unresolved and any recommendations for resolution.

Such post-construction commissioning report costs are eligible to be included in the Financing. The Program Administrator reserves the right to visit project sites to conduct post-construction commissioning oversight to verify the installation is in compliance with this Program Guide.

### **Servicing/Repayment**

Financing granted under the C-PACE program is repaid to the Qualified Capital Provider by the Property Owner or lessee, as applicable, through installment payments as described in the Financing Agreement.

# PROGRAM ADMINISTRATION

## PROGRAM ADMINISTRATION

Sustainable Real Estate Solutions, Inc. (SRS) has been designated by the City to administer the C-PACE program. SRS is responsible for program management and quality assurance, including prospective participants' (e.g., contractors, developers, Capital Providers) application processing, Property Owner, or lessee, as applicable, project application processing, and support services to all C-PACE stakeholders.

## PROGRAM REQUIREMENTS

This section outlines the guidelines that govern all participants in the Sparks C-PACE program. All participants agree to adhere to the terms and conditions of the program requirements.

**District** The Program covers the entire geographic area within the corporate boundaries of the City of Sparks, Nevada.

**Eligible Property** Qualifying Commercial or Industrial Real Property (i.e., any real property within the corporate limits of the District other than (i) a residential dwelling that contains fewer than five individual dwelling units, (ii) property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under the Act, and (iii) property owned by the U.S. Department of Defense, and that meets the project eligibility requirements as further defined herein or in the Resolution or the Act.

All properties must be current on Real Estate taxes.

**Eligible Applicant** A Property Owner or its lessee who meets all the qualifications established by these guidelines.

**Eligible Project** A Qualified Improvement Project, meaning one of the following:

- Energy Efficiency Improvement Project (i.e., the installation or modification of one or more energy efficiency improvements that decrease or support the decrease of energy consumption or demand for energy through the use of efficiency technologies, products or activities and incidentals that are necessary, useful or desirable for any such improvements, and which installation or modification has a useful life of not less than ten (10) years). Energy Efficiency Improvement Projects must be evidenced by an Energy Audit, including a written analysis of the proposed improvements, performed by a Qualified Service Company.
- Renewable Energy Project (i.e., any improvement to real property and facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the Real Property or to

support the production of renewable or thermal energy, including, without limitation, energy storage and all appurtenances and incidentals necessary, useful or desirable for such improvements, facilities and equipment and which improvement has a useful life of not less than ten (10) years). Renewable Energy Projects must be evidenced by the opinion of a Qualified Service Company and supported by a written feasibility study. The Renewable Energy Project must not be used to sell or distribute renewable energy between Tracts unless the Renewable Energy Project is located on more than one (1) contiguous Tract, then it may be used to service the entire structure on the Real Property that is subject to the Assessment and Assessment Lien.

- Resiliency Project (i.e., an improvement to real property, facilities or equipment with a useful life of not less than ten (10) years that increases a building's structural resiliency for seismic events, improves indoor air quality, improves wind or fire resistance, improves stormwater quality or reduces on-site or off-site risk of flash flooding, improves or enhances the ability of a building to withstand an electrical outage, reduces or mitigates the urban heat island effect or the effects of extreme heat, reduces any other environmental hazard identified by a municipality, or enhances the surrounding environment in which the real property is located). A Resiliency Project must be evidenced by the opinion of a licensed professional in the field of resiliency projects and approved by the Jurisdiction pursuant to NRS 271.6325.
- Water Efficiency Improvement Project (i.e., an improvement to real property, facilities or equipment and all necessary appurtenances and incidentals thereto with a useful life of not less than ten (10) years that is designed to reduce the water consumption of the real property or conserve or remediate water in whole or in part on the real property). A Water Efficiency Improvement Project must be evidenced by the opinion of a Qualified Service Company in a written analysis.

### **Energy Audit**

An "Energy Audit" is a formal evaluation of the energy consumption of a permanent building or any structural improvement to real property that is consistent with the requirements of ASTM International Standard E2797, "Standard Practice for Building Energy Performance for a Building Involving a Real Estate Transaction," the ASHRAE Level 2 or 3 guidelines for energy audits or any comparable energy assessment guidelines, as applicable.

A "Qualified Service Company" means a person with a record of established projects or a person with demonstrated technical, operational, financial, and managerial capabilities to design and carry out operating cost-savings measures and other similar building improvements.

### **Program Eligibility**

There is no program required minimum project dollar amount which may be financed. Any Qualified Improvement Project is owned by the Property Owner not the Municipality and must be permanently affixed to the subject real property. If the Qualifying Improvement Project relates to an existing structure, the Financing Amount may not exceed twenty-five percent (25%) of the fair market value of the Tract assessed as determined by an Appraiser. If the Qualifying Improvement Project relates to a new build or gut rehab, the Financing Amount may not exceed thirty-five percent (35%) of the fair market value of the real property, determined by an Appraiser.

The outstanding amount owed on all Recorded instruments which are liens against the Tract, including the Financing Amount, may not exceed ninety percent (90%) of the estimated fair market value of the Tract assessed, as determined by an Appraiser.

### **Security**

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

### **Eligible Costs**

Eligible costs to include in the Financing include the costs of:

- Energy Audits, feasibility studies and other written analyses,
- Qualified Improvement Project(s), including materials and labor for installation or modification thereof,
- Improvements that are directly related to the installation of Qualified Improvement Projects (for example, the cost of a roof replacement to support a roof-mounted solar photovoltaic installation),
- Commissions, closing fees, inspection fees, financing origination fees, interest, and other C-PACE program costs.
- Permit and inspection fees of the City,
- Program administrative fees,
- Project development, architectural and engineering fees,
- Third-party review fees,
- Capitalized interest under the Financing Agreement,
- Interest reserves under the Financing Agreement,
- Escrow for prepaid property taxes and insurance, and
- Any other fees or costs that may be incurred by the applicant incident to the installation, modification, or improvement of a Qualified Improvement Project.

<b>Maximum Term</b>	Financing Term shall not exceed the expected useful life of the Qualified Improvement Project or, if the Qualified Improvement Project includes more than one improvement, the weighted average expected life of all Qualified Improvement Projects financed by the Financing Agreement.
<b>Amortization</b>	The Financing Amount shall be fully amortized in the installment payments over the Financing Term as agreed to in the Financing Agreement.
<b>Billing and Payment</b>	The billing of installment payments of the Financing Amount will be managed by the Qualified Capital Provider in accordance with the terms of the Financing Agreement. Installment payments will be remitted by the Property Owner or lessee, as applicable, to the Qualified Capital Provider.
<b>Evidence of Ownership</b>	A title report is required prior to closing of the Financing to show evidence of ownership and all encumbrances Recorded against the subject property.
<b>Written Consent of Program Participants</b>	<p>Each person or entity meeting the definition of “Lender” on or before the effective date of the Assessment and Assessment Lien shall consent in writing to the placing of the Assessment and Assessment Lien against the Tract to pay all or a portion of the cost of the Qualified Improvement Project. A signed Lender Consent must be in a Recordable form and is binding on the Lender who signs the consent and its successors and assigns.</p> <p>Each Lender Consent and any amendment thereto must be Recorded, and, once Recorded, is binding on the Lender who signed the consent and any other who holds any interest in the Tract to which the Lender Consent relates.</p>
<b>New Construction</b>	New construction projects are eligible for the Program. See the Project Technical Standards and Review, New Construction Requirements section below for details.

## RETROACTIVE/REFINANCING

Qualified Improvement Projects include the refinancing of existing properties that have had Qualified Improvement Projects installed and completed no more than three (3) years prior to the date of Project Application.

## PARTICIPATION IN REBATE/INCENTIVE PROGRAMS

Although not required, the C-PACE program encourages Property Owners to pursue all available federal investment tax credits, utility rebates, and incentive programs. Rebates and incentive programs provide participants with cash payments or tax credits for implementing energy, water, and resiliency improvements, thereby reducing overall project costs and the total amount the Property Owner or lessee, as applicable, will need to finance. Rebate and incentive programs can also act as a third-party check on the validity of the proposed improvements.

NV Energy's (NVE) Business Energy Services program offers technical assistance and cash incentives for energy efficient equipment and lighting products that save energy and lower utility bills. For further information or to view application documents visit the [Retrofit for Existing Buildings](#) resources webpage. Moreover, NVE offers a Solar Incentives program, including an up-front installation incentive for solar PV systems that generate up to 25 kilowatts (kW) of electricity. Alternatively, Production-Based Incentives are available for systems that generate more than 25 kW and up to 500 kW. For more information visit the [Solar Incentives webpage](#).

Southwest Gas Commercial Services program offers energy efficiency rebates and promotions on qualifying natural gas equipment. For further information access the [rebates and promotions search tool](#).

Energy Audits submitted for C-PACE project eligibility can include applicable utility incentives or rebates. Such incentives can lower the cost of eligible energy improvements, reducing the required amount financed. Contact the Program Administrator for further information.

## PROGRAM PARTICIPATION FEE

The Sparks C-PACE program is designed to be self-sustaining. The program administration fee charged to participants is intended to cover the startup and recurring operating costs associated with administering the program. The following fee shall be collected at Closing by the Program Administrator to offset its costs and the City's costs associated with administering the program.

- One-time Fee: A one-time program administration fee equal to 2.6 percent of the Financing Amount, not to exceed \$75,000 per Financing, is applied to each Qualified Improvement Project. Such fee shall be disbursed to the Program Administrator at the Closing of Financing by the Qualified Capital Provider.

Project Financing interest rates and any applicable Qualified Capital Provider closing fees will be set by the Qualified Capital Provider in the Financing Agreement.

## ELIGIBILITY (PROPERTY AND PROJECT)

### ELIGIBLE PROPERTIES & PROJECTS

Properties eligible for Sparks C-PACE Financing must be located within the boundaries of the City of Sparks, i.e., the District, and be a Qualifying Commercial or Industrial Real Property. In addition, a property must:

- Be current on Real Estate Taxes;
- Be current on all loans secured by a mortgage or deed of trust;
- Not be insolvent or subject to bankruptcy proceedings; and
- Not be in dispute of title to the property.

New construction is also eligible. See requirements on the next page.

### ELIGIBLE IMPROVEMENTS

The examples included in this section are not all-inclusive and are expected to change over time. If a proposed improvement or expense is not on this list, contact the Program Administrator with a description of the improvement or expense for consideration.

Energy Efficiency Improvement Projects. Examples include, but are not limited to:

- Automated building controls (BMS, EMS)
- Boilers, chillers, and furnaces
- Building envelope (insulation, glazing, windows, etc.)
- Combined heat and power (CHP) systems
- Fuel cells
- High-efficiency lighting
- Hot water systems
- HVAC upgrades
- Roof replacement that improves energy efficiency (reflective/cool roof, enhanced insulation, or combined with a solar system installation)
- Variable speed drives on motors, pumps, and fans
- Waste heat recovery technologies.

Renewable Energy Projects. Examples include:

- Geothermal systems
- Hydroelectric systems
- Small wind systems
- Solar photovoltaic (roof upgrade/replacement for rooftop systems is also eligible)
- Solar thermal.



Resiliency Projects. Examples include:

- Indoor air quality systems
- Seismic retrofits
- Stormwater systems that reduce on-site or off-site risk of flash flooding
- Wind and fire resistance.

Water Efficiency Improvement Projects. Examples include:

- Irrigation systems that improve water efficiency.
- Water efficient fixtures (low-flow faucets, toilets, etc.).

## NEW CONSTRUCTION

In addition to existing building retrofits, C-PACE provides a compelling financing opportunity for new construction in Sparks. This attractive C-PACE financing structure can unlock capital to enable a Property Owner or lessee to achieve higher building performance—improvements that are often “value engineered” out of a project. C-PACE new construction financing may also reduce the Property Owner or lessee’s, applicable, equity contribution, the need for mezzanine financing or other types of new construction financing, thereby reducing the weighted average cost of capital.

When applying for C-PACE financing for a new construction project the applicant must demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the code compliant modeled energy baseline. The existing Sparks energy code is IECC 2018/ASHRAE 90.1-2016.

## PROJECT TECHNICAL STANDARDS AND REVIEW

### AUDIT REQUIREMENTS

As a condition of financing Qualified Improvement Projects, C-PACE requires the performance of a specific technical review depending on the improvement.

For an Energy Efficiency Improvement Project, the project must be determined to be appropriate by the Program Administrator through an Energy Audit conducted by a Qualified Service Company. An existing building retrofit project may be determined to be appropriate if the Energy Audit contains, at a minimum:

- Description of the real property and the proposed project;
- Baseline utility consumption and cost data, including the most recent 12 months of electricity and fuel utility bills;
  - A copy of a recent electricity and fuel utility bill to verify the utility rate schedule;
  - If utility billing data is unavailable, and energy modeling is used to establish baseline energy use, provide supporting documentation used to inform the model;
- Description of the energy conservation measures (ECMs), including manufacturer's equipment data sheets, including the effective useful life (EUL) for each ECM;
- Estimated cost of each ECM, including related costs eligible for C-PACE Financing, and applicable utility incentives or rebates; and
- Projected annual energy savings for each ECM, expressed in British thermal units, kilowatt-hours, and kilowatts, including supporting documentation, e.g., live spreadsheets, or dynamic building simulation input files/output reports detailing the savings calculation methodology and key assumptions (e.g., annual utility cost escalation and equipment performance degradation factors) commensurate with the project's complexity level.

For a Renewable Energy Project, the project must be determined to meet the definition of Renewable Energy Project by a Qualified Service Company, supported by a written feasibility study.

The feasibility study shall provide technology and financing recommendations that a Property Owner or lessee, as applicable, should pursue. Ultimately, the feasibility study must provide enough information for the Property Owner or lessee, as applicable, and design team to make informed decisions about the types of technologies to include in the final project design. Such analysis should contain, at a minimum:

- Description of the real property and the proposed project, including a schematic of solar photovoltaic (PV) system design and interconnection;
- Baseline electricity consumption and cost data, including the most recent 12 months of electricity utility bills;
  - A copy of a recent electricity utility bill to verify the utility rate schedule;
  - If utility billing data is unavailable, and energy modeling is used to establish baseline energy use, provide supporting documentation used to inform the model;
- Description of the solar PV system, e.g., panels and inverters, including manufacturer's equipment data sheets, and the effective useful life (EUL) for each component;
- Projected annual energy production from the PV system, including supporting documentation from modeling applications, e.g., PVWatts®, Aurora, HelioScope or similar solar PV system

software, with key assumptions (e.g., annual utility cost escalation and equipment performance degradation factors);

- Estimated cost of the solar PV system, including the inverter(s) and related costs eligible for C-PACE Financing, and applicable utility incentives, rebates or renewable energy credits;
- Warranty information to validate the inverter(s) EUL is commensurate with the term of Financing;
- Investment tax credit and MACRS accelerated depreciation supporting documentation;
- Shading study describing level of shading present and basis for the calculations, where applicable; and
- For roof-mounted systems:
  - Written professional opinion from a roofing specialist regarding roof condition and estimate of remaining roof useful life; and
  - Written professional opinion from a structural engineer regarding the ability of the existing structure to support the solar PV system.

For Resiliency Projects, the project must be determined to be appropriate by the Program Administrator through a feasibility study conducted by a licensed professional in the relevant field of the Resiliency Project. For example:

- An architect registered pursuant to chapter 623 of NRS;
- A landscape architect registered pursuant to chapter 625 of NRS;
- A professional engineer licensed pursuant to chapter 625 of NRS;
- An environmental health specialist that has a certificate of registration pursuant to chapter 625A of NRS;
- A land use planner certified by the American Institute of Certified Planners;
- Other licensed professionals applicable to a specific Resiliency Project.

Project applicants are responsible for all costs and fees incurred to complete the C-PACE program application, including costs associated with an Energy Audit, feasibility study or other requirements. While such costs are typically included in the Financing, in cases where the project does not move forward, the applicant will be responsible for any payments due to contractors or other third parties engaged by the Property Owner or lessee, where applicable.

## PROPERTY OWNER PARTICIPATION AND PROCESS

### BENEFITS

Many Property Owners lack the capital they need to pay for Qualified Improvement Projects, which means many beneficial projects never get off the ground. The C-PACE program benefits Property Owners by providing access to affordable, long-term capital at competitive rates. C-PACE Financing:

- Requires no upfront, out-of-pocket costs;
- Provides long-term financing;
- Lowers energy costs;
- Generates positive cash flow;
- Improves lessee or employee comfort; and
- Can transfer to the next owner if the building is sold.

### ELIGIBILITY

The Property Owner of a Qualifying Commercial or Industrial Real Property located in the District is eligible to participate in the C-PACE program. Owners of nonprofits, e.g., houses of worship and private schools and universities, may also be eligible.

Note that as is typical of any commercial loan, the Qualified Capital Provider financing the project may request the following information<sup>1</sup> to support their underwriting efforts:

- A copy of the most recent mortgage statement and appraisal;
- The current year (year-to-date) income/expense statement for the real property;
- The previous two years' income/operating statements, statements of cash flows, and balance sheets for the real property;
- The previous two years audited (if available) income/operating statements, statements of cash flows, and balance sheets (audited or reviewed, if available) for the lessees' business;
- A table listing all lessees, their monthly (or annual) lease payments, the percentage of the building they occupy, and the end date of their existing leases; and/or
- The previous year's federal tax returns if the Property Owner is planning to claim the value of the federal Investment Tax Credit or MACRS depreciation.

### PROCESS

To get started, Property Owners or lessees, as applicable, work with a Qualified Service Company of their choice to perform required eligibility studies. Property Owners or lessees, as applicable, can select one or more registered contractors from the program's [directory](#) or ask a preferred contractor to register with the program to construct the Qualified Improvement Project. The City and its Program Administrator make no representations or warranties with respect to registered contractors and does not qualify or evaluate registered contractors.

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<sup>1</sup> This list is only a guide. At the discretion of the capital provider the provider may not require some of the items listed and/or may request and require other information not included in this list.

The owner should request the contractor to review the building's energy efficiency opportunities and discuss the improvements that would benefit their building.

Next, the Property Owner lessee, as applicable, will submit a project [application](#). Once the project has been reviewed for eligibility by the Program Administrator, the contractor and the Property Owner or lessee as applicable work together to determine the final project scope, optimized for C-PACE Financing. Such process typically analyzes the following data:

- Key assumptions that support the technical and financial analytics;
- Costs of the Qualified Improvement Projects;
- Projected energy use and cost savings; and
- Projected cash flows.

Once the final project scope has been determined, the Property Owner selects a Qualified Capital Provider of its choice to enter into a Financing Agreement. In cases where the Property Owner has not pre-selected a Capital Provider, the Program Administrator can share pre-approved project information with Qualified Capital Providers for their determination of project funding interest.

View the [Capital Provider Directory](#).

# NEW CONSTRUCTION DEVELOPER PARTICIPATION AND PROCESS

## NEW CONSTRUCTION PROJECTS

The C-PACE Financing structure can unlock capital to enable a Property Owner or lessee to achieve higher building performance—improvements that are often value-engineered out of a project.

## BENEFITS

Property Owners planning to construct a new building can use C-PACE Financing to reduce their weighted average cost of capital. With C-PACE, Property Owners can access C-PACE Financing in an amount not to exceed thirty-five percent (35%) of the fair market value of the real property, determined by an Appraiser, provided they design the new building to meet or exceed the current City of Sparks energy code (IECC 2018/ASHRAE 90.1-2016).

Financing is provided by private Capital Providers in an open market. This means you can choose the most competitive rates and terms. The C-PACE Financing is secured by an Assessment and Assessment Lien that Recorded against real property, similar to a sewer district assessment. You can transfer the assessment to a new owner if you sell the property.

## ELIGIBILITY

Property Owners, including nonprofits such as houses of worship, private schools and universities, planning new Qualifying Commercial or Industrial Real Property, can take advantage of the C-PACE program.

## PROCESS

Once a project [application](#) is received, the Program Administrator will coordinate as needed with the parties involved. The purpose of this coordination is to understand the project, review C-PACE requirements (particularly with respect to building energy simulation modeling) and ensure consistency with potential utility incentives.

Applicants are required to provide total Qualified Improvement Project construction cost by trade component. The applicant will also be required to demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the code compliant modeled energy baseline. The existing Sparks energy code is IECC 2018/ASHRAE 90.1-2016. The C-PACE eligible finance amount for a building that meets or exceeds the code compliant baseline will be up to a maximum of 35% of the fair market value of the building “as stabilized,” as determined by an Appraiser.

[View a list](#) of frequently asked questions.

## CONTRACTOR PARTICIPATION AND PROCESS

### BENEFITS

Many Property Owners lack the capital they need to pay for Qualified Improvement Projects, which means many of the projects that contractors propose never get off the ground. Fortunately, there is a new way for Property Owners of Qualifying Commercial or Industrial Real Property can finance such projects, and it's proving to be extremely attractive. It's called C-PACE, and it enables you to propose to your customers projects that could have 6 unique and compelling features:

- Requires no upfront, out-of-pocket costs;
- Provides long-term financing;
- Lowers energy or water costs or improved resiliency;
- Generates positive cash flow;
- Improves lessee or employee comfort;
- Can transfer to the next owner if the real property is sold.

This innovative, government-sponsored program paired with private financing has been shown to remove the barriers that often stall jobs. As a result, projects get off the ground more quickly—and grow your business in the process.

### ELIGIBILITY

Any independent contractor with a contractor license in the State of Nevada with applicable local licenses is eligible to become a C-PACE-registered contractor. The City, the City's Program Manager, the Sparks C-PACE program and its Program Administrator are not recommending or endorsing any specific contractor or warranting the reliability of any such contractor. Nevertheless, a Property Owner or lessee, as applicable, is free to select their own contractor, provided that it holds appropriate licenses.

### HOW TO REGISTER

Contractor registration is a simple, two-step process. First, a contractor must attend a training session to learn about the benefits of the C-PACE program, how it works, and how to access the free support services offered by the program administrator. Visit the program website to see the [training workshop schedule](#). Next, the contractor must fill out and submit a short [application](#), which the program administrator will use to verify that the contractor meets the program's requirements. To participate in the C-PACE program, the contractor must:

- Attend a training workshop;
- Hold all applicable state and local licenses, and provide a copy of such licenses to the Program Administrator; and
- Apply to, and be approved by, the Program Administrator.

Once the Program Administrator confirms that the contractor is eligible to participate in C-PACE, the firm is notified and listed on the program's website. Note that Property Owners and lessees can select the contractor of their choice, provided the contractor meets the C-PACE requirements.

Contractors who are not yet registered but who have projects they wish to propose for C-PACE Financing should contact the Program Administrator, submit the project for pre-screening, and register for the next available contractor training event. Simultaneous registration and project pre-screening will minimize project delays.

Each registered contractor shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including in the City of Sparks and the State of Nevada, and shall have the legal authority and power to offer, sell and/or install improvements that are permanently affixed to real property. Each registered contractor shall comply with all applicable municipal, state and federal laws and regulations in the sale, provision, installation and financing of improvements and professional services.

The C-PACE program makes no assurance that any person or entity will gain additional business or any other business advantage from being a registered contractor and assumes no liability. Each registered contractor waives the right to bring or assert any claim against the C-PACE program and its vendors relating to its registration, and releases C-PACE and its vendors from any and all liability. The C-PACE program reserves the right to remove a registered contractor from the program for any reason or no reason.

## PROCESS

Qualified Service Companies will work with the Property Owner or lessee, as applicable, the registered contractor and Program Administrator to:

- Select and prequalify buildings;
- Perform preliminary project scoping;
- Prepare proposals and review them with the Property Owner;
- Develop and optimize project scenarios;
- Conduct project technical reviews; and
- Install Qualified Improvement Projects.

## TECHNICAL SUPPORT

A C-PACE project can be complex because it requires the use of sophisticated technical and financial projections that require the participation of multiple stakeholders. For this reason, C-PACE-registered contractors and Qualified Service Companies may receive limited technical support at no cost from the Program Administrator. Services include:

- Discussing projects for C-PACE Financing suitability;
- Preparing financial and savings calculations; and
- Attending meetings with Property Owners to explain the program benefits and technical calculations.



Contractors should contact their own accountants, attorneys, or other consultants for any additional support needed.

[View a list](#) of frequently asked questions.

[View a directory](#) of C-PACE-registered contractors.

## CAPITAL PROVIDER PARTICIPATION AND PROCESS

### BENEFITS

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

As a result, Capital Providers who work with the C-PACE program may receive attractive project funding opportunities.

### ELIGIBILITY

The C-PACE program seeks to stimulate the market through an open-access-to-capital model. For this reason, C-PACE is open to all Capital Providers that meet the program's eligibility criteria. By establishing Capital Provider eligibility criteria, the City, the City's Program Manager, the Sparks C-PACE program and its Program Administrator are not recommending or endorsing any specific Capital Provider or warranting the reliability of any such Capital Provider.

### HOW TO QUALIFY

Capital Providers with an interest in financing Qualified Improvement Projects in the C-PACE program are encouraged to download, complete, and return the Capital Provider application. You may download this application [here](#). Once the application is reviewed and approved (the approval process can take up to 10 business days), the Capital Provider can choose to have its name and logo displayed on the C-PACE website for marketing purposes. By establishing Capital Provider registration, the City and its Program Administrator are not recommending or endorsing any specific Capital Provider.

Qualified Capital Providers, which provide Financing to eligible Property Owners, are responsible for underwriting each C-PACE Financing transaction to determine whether or not to invest in a project. Each project will be subject to technical review by the Program Administrator to confirm eligibility per the Act, the Resolution and the Program Guide.

If a Qualified Capital Provider chooses to finance a project, it will enter into a Financing Agreement with the Property Owner or lessee, as applicable. This document details the terms and conditions under which the Financing will be made. The billing of installment payments of the Financing Amount will be managed by the Capital Provider and will be remitted by the Property Owner or lessee, as applicable, to the Capital Provider.

The eligibility criteria for Capital Providers pursuant to NRS 271.6325(3) are: Each Qualified Capital Provider shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including in the City of Sparks and the State of Nevada, and shall have the legal authority and power to provide financing for the installation of Qualified Improvement Projects that are permanently affixed to real property. Each Qualified Capital Provider shall comply with all applicable municipal, state, and federal laws and regulations in the financing of Qualified Improvement Projects and in providing professional services.

The C-PACE program makes no assurance that any person or entity will gain additional business or any other business advantage from being a Qualified Capital Provider and assumes no liability. The C-PACE program reserves the right to revoke the eligibility of any Capital Provider for any reason that the City or its Program Administrator finds to be in violation of the program's mission and practices.

## WAYS TO PARTICIPATE

Qualified Capital Providers can participate in C-PACE in two ways:

1. Work with Property Owners to underwrite projects and help them prepare their application for Program Administrator approval. We encourage Capital Providers to register with the program and become Qualified Capital Providers *prior* to submitting a project application.
2. Collaborate with the Program Administrator to evaluate funding opportunities. In some instances, Property Owners or lessees may apply for C-PACE without a pre-selected Capital Provider. In this case, the Program Administrator will share pre-approved project information with Qualified Capital Providers for their determination of project funding interest.

View a list of [frequently asked questions](#) or the [Capital Provider Directory](#).

# MORTGAGE HOLDER PARTICIPATION AND PROCESS

## BENEFITS

Building upgrades are designed to generate cost savings that will, over the effective useful life of the improvements, result in improved net operating income, increased asset value, and a positive return on their investment. As a result of the Property Owner or lessee's increased cash flow, the Lender's loan is more secure, and the property is more attractive to current and potential lessees and buyers. In addition, acceleration is not a remedy for the Capital Provider to enforce its lien as already described.

Across the country, commercial property assessed clean energy programs have been embraced by more than 170 national, regional, and local mortgage holders. [View a list](#) of consenting mortgage holders.

## PARTICIPATION

The C-PACE program provides up to 100 percent financing to Property Owners and lessees of new and existing buildings, located in the City of Sparks, who are looking to modernize and improve the value of their Qualifying Commercial or Industrial Real Property.

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

As a result, the C-PACE program requires Property Owners to obtain the written consent of all persons and entities who qualify as "Lenders" on or before the effective date of the Assessment and Assessment Lien prior to securing C-PACE Financing.

## PROCESS

A Property Owner or lessee who wishes to pursue C-PACE Financing will, often in collaboration with the Program Administrator, seek a meeting with a Lender. At the meeting, the Property Owner, lessee or Program Administrator will describe the program's requirements and answer the Lender's questions. In addition, the Program Administrator will provide a description of the independent quality assurance technical review process.

Assuming all parties agree that a project is worth pursuing, the project will move to development and underwriting. As part of the underwriting process, the Program Administrator will support the Lender's project review, as needed.

## CONSENT

Once the Property Owner and lessee, if applicable, are satisfied with project design and cost, the Program Administrator will review the scope of work and, assuming it meets program eligibility requirements, make a determination that it is eligible for financing under the Act, the Resolution and the Program Guide.

The Property Owner will then meet with the Lender to provide a summary of the project's key assumptions. To facilitate the Lender's due diligence process, this review will include a description of the equipment to be replaced, the projected financial metrics, and the enhanced cash flows that will result from the Qualified Improvement Projects.

Upon consent request approval, a Lender will execute a Lender Consent and return it to the Property Owner (borrower) enabling the Property Owner or lessee, as applicable, to proceed with the C-PACE Financing.

Each Lender Consent will be Recorded, and once Recorded is binding on the Lender who signed the Lender and any other person who holds any interest in the Tract to which the Lender Consent relates.

## GENERAL TERMS AND PROVISIONS

### TAXES

Property Owners are solely responsible for any local, state, or federal tax consequences of their participation in the C-PACE program.

### CHANGES IN THE PROGRAM TERMS; SEVERABILITY

C-PACE reserves the right to change this Program Guide and the terms and provisions set forth within at any time without notice in compliance with the Resolution and the Act. The Financing Agreement executed between the Property Owner or lessee, as applicable, and the Capital Provider, and the Assessment Agreement between the Property Owner and the City, establish the Property Owner's and lessee's, if applicable, rights. This Program Guide is only a reference document.

### DISCLOSURE OF PROPERTY OWNER INFORMATION

Applicants acknowledge and agree that the City is subject to State of Nevada public records and reporting requirements and therefore agree to allow the City and the Program Administrator to disclose personal/corporate information to third-parties when such disclosure is essential to the operation of the Program, required by applicable law, or necessary to provide services to the Applicant. Neither the City nor the Program Administrator will provide applicant information to third parties for telemarketing, email, or direct mail solicitation purposes.

### RELEASES AND INDEMNIFICATION

By submitting an application, the applicant acknowledges that C-PACE was formed solely to help applicants finance Qualified Improvement Projects. C-PACE is a financing program only and is not responsible for the installed Qualified Improvement Projects or their performance. Property Owners are responsible for payment of Financing Amount regardless of whether the products are properly installed or operate as expected. Neither the City, its Governing body, its officers or employees, or its Program Administrator are personally liable as a result of exercising any rights or responsibilities granted under the Program other than for their willful misconduct. The City shall not pledge, offer, or encumber its full faith and credit under the Program. The City shall not be liable for any amounts due related to a Qualified Improvement Project approved pursuant to the Program.

**EXHIBIT A**  
**FORM OF ASSESSMENT AGREEMENT**

# Assessment Agreement for C-PACE Financing

## City of Sparks, Nevada

This ASSESSMENT AGREEMENT for C-PACE FINANCING (this “Assessment Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the City of Sparks, Nevada (the “Jurisdiction”), and [INSERT OWNER NAME] (the “Property Owner”). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution (as defined below).

### RECITALS

WHEREAS, the Jurisdiction, on [INSERT DATE], established the Sparks Commercial Property Assessed Clean Energy Program (the “Program”) through the adoption of Resolution No. 3410 (the “Resolution”), which provides for the financing of one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property in the City of Sparks Energy Efficiency District (the “District”) through the creation of a contractual Assessment and Assessment Lien pursuant to Assembly Bill 5 (2017), which was amended by Senate Bill 283 (2021), and is now codified at NRS 271.6312 through .6325, inclusive<sup>1</sup> (as may be amended from time-to-time, the “Act”);

WHEREAS, the purpose and method of approval of Financing under the Program are described in the Program Guide attached to the Resolution, as the same may have been amended from time-to-time prior to the Effective Date;

WHEREAS, Property Owner is the owner of fee title of that certain Tract identified on Exhibit A attached hereto and incorporated herein by this reference (the “Property”);

WHEREAS, Property is located within the District, and the Jurisdiction has consented to owners of eligible properties within its jurisdiction participating in the Program;

WHEREAS, [ENTITY NAME] is a lessee of Property Owner at the Property and is the applicant for the Program, and Property Owner wishes to consent to participation of the Property in the Program pursuant to this Assessment Agreement;

WHEREAS, Property Owner has applied as the applicant for the Program and wishes to enter into this Assessment Agreement to document the terms and conditions of such participation;]<sup>2</sup>

WHEREAS, the subject application for the Program, including a description of the Qualified Improvement Projects to be acquired, constructed on and/or installed on the Property together with evidence of eligibility for the Program as required by the Act, the Resolution and the Program Guide, has been deemed by the Program Administrator to be complete;

WHEREAS, the Program Administrator has reviewed such application materials to assess compliance with the Act, the Resolution and Program Guide, and the Qualified Improvement Projects on

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<sup>1</sup> NTD (delete prior to execution): Update with any additional sections if codified.

<sup>2</sup> NTD (delete prior to execution): Delete bracketed language as appropriate.



the Property listed on identified on Exhibit B attached hereto and incorporated herein by this reference (collectively, the “Approved Project”) comply with such criteria and are approved for participation in the Program;

WHEREAS, the Approved Project is to be financed pursuant to a Financing Agreement between the [Property Owner][lessee] (the “Applicant”) and a Capital Provider, pursuant to which the Applicant agrees to repay the Capital Provider the Financing Amount;

WHEREAS, pursuant to the Act and the Resolution, the Jurisdiction and the Property Owner must enter into this Assessment Agreement;

WHEREAS, it is a condition to closing of the Financing under the Financing Agreement that the Property Owner and the Jurisdiction enter into this Assessment Agreement and that this Assessment Agreement and the Assessment and Assessment Lien created hereby be assigned to the Capital Provider; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have the Assessment and Assessment Lien created and Recorded against the Property and to enter into this Assessment Agreement in order to finance the installation on the Property of the Approved Project on the terms set forth in the Financing Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the Jurisdiction formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

### AGREEMENT

Section 1. Purpose. This Assessment Agreement relates to the Property. The Property Owner has supplied to the Program Administrator evidence of its ownership of fee title to the Property and its legal authority to execute and deliver this Assessment Agreement. The Property Owner and the Jurisdiction are entering into this Assessment Agreement for the purpose of documenting the Property’s participation in the Program and to establish Property Owner’s consent as required under the Act and the Resolution. The parties acknowledge and agree that the Property is a Qualifying Commercial or Industrial Property and that the Approved Project, whether the refinancing, purchase, installation or construction thereof, constitutes a Qualified Improvement Project on the Property. The Property Owner shall be deemed to own the Approved Project pursuant to NRS 271.6312(3), but this Assessment Agreement shall not restrict Property Owner’s right to sell, encumber or lease the Approved Project in its discretion.

### Section 2. Assessment and Lien; Assignment.

(a) The Property Owner agrees to the creation of the Assessment and Assessment Lien, which is created hereby and requires no further ordinance or resolution by the Governing Body. Further, the Property Owner acknowledges and agrees that, upon the execution and delivery of this Assessment Agreement by the parties, the Property Owner voluntarily and willingly consents to notice of the Assessment and Assessment Lien being Recorded against the Property by the Jurisdiction in the principal amount of \$[INSERT \$ AMOUNT] together with all interest, penalties, and fees as described in the Financing Agreement, which shall be deemed the Financing Amount. Upon execution and delivery

of this Assessment Agreement, Property Owner expressly consents to the Jurisdiction executing and Recording a Notice of Assessment and Assessment Lien in substantially the form prescribed by the Program Guide, which includes this Assessment Agreement as an exhibit, evidencing the Financing Amount (the “Notice”). The Recording of the Notice will cause the Assessment and Assessment Lien to attach as a lien upon the Property for the benefit of the Jurisdiction and will provide record notice to third parties of the existence of the Assessment and Assessment Lien.

(b) [The Approved Project relates to an existing structure, and the Financing Amount does not exceed twenty-five percent (25%) of the fair market value of the Property assessed as determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325;][The Approved Project relates to a new build or gut rehabilitation, and the Financing Amount does not exceed thirty-five percent (35%) of the fair market value of the Property assessed as determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325;]<sup>3</sup>

(c) The execution and delivery of this Assessment Agreement by the parties authorizes and effectuates the creation of the Assessment and Assessment Lien by the Jurisdiction against the Property and Recordation of the Notice without any further action required by the parties or by the Governing Body.

(d) The Property Owner hereby promises to pay the Financing Amount in installments for a period of [INSERT # OF YEARS] years on the due dates set forth in Exhibit C attached hereto and incorporated herein by this reference (the “Schedule”). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Schedule (each, an “Installment”), and each Installment must be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties under the Financing Agreement.

(e) The Financing Amount shall be secured by the Assessment and Assessment Lien until paid in full. Failure to pay any Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing Agreement. In addition, under those circumstances, the Assessment and Assessment Lien may be foreclosed in the manner specified in Section 3 below.

(e) The Assessment and Assessment Lien, together with this Assessment Agreement, shall be assigned pursuant to an Assignment of Assessment and Assessment Lien in substantially the form set forth in the Program Guide (the “Assignment”) by the Jurisdiction to the Qualified Capital Provider (for the benefit of the Qualified Capital Provider and its designees and assigns). The Assignment shall be executed and delivered by the Jurisdiction contemporaneously with this Assessment Agreement and Recorded immediately following the Notice at the closing of the Financing pursuant to the Financing Agreement.

### Section 3. Collection of Installments; Foreclosure.

(a) The Installments shall be collected in the manner specified in the Financing Agreement.

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<sup>3</sup> NTD (delete prior to execution): Delete the bracketed language that does not apply to the Approved Project.

(b) The Property Owner acknowledges that if any Installment is not paid when due, the Assessment and Assessment Lien may be enforced by judicial foreclosure like a mortgage by the Capital Provider.

(c) Property Owner expressly consents to prosecution of said action of foreclosure by Capital Provider in accordance with the terms of the Financing Agreement. The Jurisdiction shall have no obligation to prosecute such foreclosure on behalf of the Capital Provider, or to otherwise participate in such foreclosure, except to the extent that any action on the part of the Jurisdiction or any Jurisdiction official is required in order to allow the Capital Provider to prosecute or effectuate the foreclosure proceeding or to ratify or confirm any action of the Capital Provider taken in furtherance of the foregoing, as contemplated in the Act or the Resolution.

(d) [Because this Assessment Agreement covers multiple parcels, an action of foreclosure on a parcel or parcels shall be brought in accordance with the terms specified in the Financing Agreement, to the extent consistent with the requirements of the Act.]<sup>4</sup>

#### Section 4. Term; Runs with the Land.

(a) Except as otherwise set forth in this Assessment Agreement, this Assessment Agreement shall terminate upon payment in full of the final Installment or prepayment in full of the Financing Amount. Following such termination, the Jurisdiction shall cause to be executed, delivered and Recorded a Release in substantially the form provided in the Program Guide.

(b) Once the Notice is Recorded, the Assessment and Assessment Lien shall (i) run with the land until the Financing Amount is paid in full and released of record, (ii) not be subject to acceleration or extinguishment by the sale of any of the Property on account of the non-payment of general taxes, and (iii) be prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Property pursuant to the provisions of NRS 361.450. In the event of a default under the Financing Agreement or foreclosure by another Lender against the Property, the balance of the Financing Amount that has not yet become due is not accelerated or eliminated but shall continue to run with the land and bind successors of Property Owner.

(c) Each amendment to this Assessment Agreement must be executed by the Jurisdiction and the Property Owner and must be Recorded, and once so Recorded is binding upon the signatories and any other person who holds any interest in the Property, regardless of whether that interest arose before or after the Recording of the Notice.

(d) The Property shall not be subdivided unless permissible under the terms of the Financing Agreement. In the event of subdivision, allocation of the Assessment and Assessment Lien between subdivided parcels will be pursuant to the terms of the Financing Agreement.

Section 5. Recordation of Documents. The Jurisdiction shall cause to be Recorded the Notice, which includes this Assessment Agreement as an exhibit, and such other documents that are attached as Exhibits to this Assessment Agreement, or may delegate authority to Record to the Capital Provider. Once Recorded, this Assessment Agreement shall be binding on the Property Owner and any

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<sup>4</sup> NTD (delete prior to execution): Delete if only one parcel.  
22949304.4

other person who holds any interest in the Property regardless of whether such interest in the Property came into existence before or after the Recording hereof.

Section 6. Further Assurances. The parties agree to from time-to-time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Assessment Agreement.

Section 7. Binding Effect; Assignment. This Assessment Agreement inures to the benefit of and is binding upon the Jurisdiction, the Property Owner and their respective successors and assigns. The obligation to pay the Financing Amount set forth in this Assessment Agreement is an obligation of the Property, and no agreement or action of the Property Owner (other than repayment of such amount in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue foreclosure or the right to enforce the collection of the outstanding balance or any Installment against the Property. With exception of Section 8 which may not be assigned, any assignee of the Jurisdiction shall be a party to this Assessment Agreement and shall have all of the rights and obligations of the Jurisdiction hereunder to the extent that such rights and obligations have been assigned by the Jurisdiction pursuant to the assignment documentation between the Jurisdiction and the assignee. The Jurisdiction may furnish any information concerning the Property Owner in its possession from time-to-time to prospective assignees.

Section 8. No Liability of the Jurisdiction. Except for the imposition and amount of the Assessment and Assessment Lien, in no event is the Jurisdiction responsible for the form of this Assessment Agreement or any statement, term, provision or other matter contained herein. Pursuant to NRS \_\_\_\_,<sup>5</sup> other than for its willful misconduct, the Jurisdiction shall incur no liability as a result of any provision of this Assessment Agreement, nor shall any members of the Governing Body, employees, board members and executives of the Jurisdiction be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Assessment Agreement, other than for their willful misconduct. This Section shall inure only to the Jurisdiction, its Governing Body, employees, board members, and executives, and not to the benefit of the Jurisdiction's successors or assigns of this Assessment Agreement. The Municipality shall not be liable for any amounts due pursuant to a Qualified Improvement Project.

Section 9. Indemnification. Property Owner agrees to defend, indemnify and hold the Jurisdiction, its Governing Body, employees, agents and contractors harmless from any and all claims, including, but not limited to, reasonable attorneys' fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Assessment Agreement, the Approved Project, the Notice and the Assessment and Assessment Lien. Property Owner's duty to indemnify the Jurisdiction shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the Jurisdiction, its Governing Body, employees, agents or contractors.

Section 10. Governing Law; Venue; Jury Trial Waiver. This Assessment Agreement is governed by and construed in accordance with the laws of the State of Nevada. Any legal action brought under this Assessment Agreement must be instituted exclusively in the state and federal courts located within Washoe County, Nevada. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT

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<sup>5</sup> Insert NRS reference once codified (Section 13.5 of the Act).  
22949304.4

ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSESSMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSESSMENT AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSESSMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

Section 11. Severability. Each and every provision of this Assessment Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Assessment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Assessment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assessment Agreement shall be valid and shall be enforced to the extent permitted by applicable law.

Section 12. Counterparts. This Assessment Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 13. Conflicts. In the event of a conflict between this Assessment Agreement and the Financing Agreement, the terms and conditions of this Assessment Agreement shall control. This Assessment Agreement is subject to the Act and the Resolution in all respects and the terms and conditions of the Act and the Resolution are incorporated herein by this reference.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the Jurisdiction and the Property Owner have caused this Assessment Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

**JURISDICTION:**

**City of Sparks, Nevada**

**[INSERT JURISDICTION SIGNATURE BLOCK]**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of **[JURISDICTION NAME]**.

(Seal, if any)

\_\_\_\_\_  
Signature of Notarial Officer

*[Signatures continue onto the following page]*

**PROPERTY OWNER:**

**[PROPERTY OWNER NAME]**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of **[PROPERTY OWNER NAME]**.

(Seal, if any)

\_\_\_\_\_  
Signature of Notarial Officer

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

(To be inserted)



**EXHIBIT B**  
**APPROVED PROJECT**

(To be inserted)

## EXHIBIT C

### SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

**EXHIBIT B**  
**FORM OF NOTICE OF ASSESSMENT AND ASSESSMENT LIEN**

APN(s): [INSERT]

RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:

[NAME]  
[ADDRESS]  
Attn: [NAME]

[The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030)]<sup>1</sup>

**NOTICE ASSESSMENT AND ASSESSMENT LIEN**

Notice is hereby given that the Tract described below (the “Property”) is participating in the Sparks Commercial Property Assessed Clean Energy Program, created on [INSERT DATE] by Resolution No. 3410 (the “Resolution”). That certain Assessment Agreement, between the City of Sparks (the “Jurisdiction”) and the property owner(s) listed below (“Property Owner”), dated [DATE], is attached hereto as Exhibit A and incorporated herein by this reference (the “Assessment Agreement”). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution.

THE OWNER(s) OF FEE TITLE TO THE PROPERTY:	[INSERT NAME]
THE APPLICANT:	[INSERT NAME]
THE ADDRESS OF THE PROPERTY:	[INSERT]
LEGAL DESCRIPTION OF THE PROPERTY:	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT
ASSESSOR’S PARCEL NUMBER OF THE PROPERTY:	[INSERT]
PRINCIPAL AMOUNT OF FINANCING SECURED HEREBY:	[INSERT]
FINANCING TERM:	[INSERT]
PAYMENT SCHEDULE FOR ASSESSMENT:	SEE EXHIBIT C TO THE ASSESSMENT AGREEMENT

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<sup>1</sup> NTD (delete prior to execution): Confirm County recording requirements (this statement is not required in Clark County). Margins should be at least 1” all around with all font, including footers, being at least 10pt. Blue or black ink should be used for signature and the Nevada statutory form of notary block should be used if notarized within Nevada.

DATE OF C-PACE LIEN CREATION:	THE DATE OF RECORDING OF THIS NOTICE

The Assessment and Assessment Lien noticed hereby shall run with the land and is not subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Property pursuant to the provisions of NRS 361.450.

Property Owner acknowledges and agrees that this Notice of Assessment and Assessment Lien (this “Notice”) shall be Recorded and may not be modified except by a written agreement of the Capital Provider, Property Owner and the Jurisdiction, which must also be Recorded. Any dispute regarding this notice shall be governed by and construed in accordance with the laws of the State of Nevada, and any legal action with respect thereto must be instituted exclusively in the state and federal courts located within Washoe County, Nevada. This Notice may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. In the event of a conflict between this Notice and the Assessment Agreement, the terms and conditions of this Assessment Agreement shall control. [This Notice is not intended to, and shall not be interpreted as, affecting Property Owner’s rights or remedies under NRS 108.234 with regard to notices of non-responsibility or other rights and remedies of Property Owner under NRS Chapter 108 with regard to work prepared at the behest of Property Owner’s tenant for a Qualified Improvement Project.]<sup>2</sup> This Notice is subject to the Act and the Resolution in all respects.

*[Signatures appear on the following pages]*

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<sup>2</sup> NTD (delete prior to execution): Delete if the Property Owner is the Program Applicant and not its tenant.

IN WITNESS WHEREOF, the Property Owner and the Jurisdiction have caused this Notice of Assessment and Assessment Lien to be executed in their respective names by their duly authorized representatives, to be effective as of the date of Recordation hereof.

**GRANTEE:**

**City of Sparks, Nevada**

**[INSERT JURISDICTION SIGNATURE BLOCK]**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of **[JURISDICTION NAME]**.

(Seal, if any)

\_\_\_\_\_  
Signature of Notarial Officer

*[Signatures continue onto following page]*

**PROPERTY OWNER:**

**[PROPERTY OWNER NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of **[PROPERTY OWNER NAME]**.

(Seal, if any)

\_\_\_\_\_

Signature of Notarial Officer

EXHIBIT A  
ASSESSMENT AGREEMENT

(Attached)



**EXHIBIT C**  
**FORM OF ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN**

APN(s): [INSERT]

RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:

[NAME]  
[ADDRESS]  
Attn: [NAME]

[The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030)]<sup>1</sup>

**ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN  
AND ASSESSMENT AGREEMENT**

This ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT (this “Assignment”) is dated as of \_\_\_\_\_, 20\_\_ by City of Sparks (“Assignor”), and [INSERT NAME OF CAPITAL PROVIDER] (“Assignee”).

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor’s rights in, title to and interest under, that certain Notice of Assessment and Assessment Lien, dated as of [INSERT DATE], made by [INSERT NAME OF PROPERTY OWNER] (“Property Owner”) and Assignor, recorded immediately prior to this instrument in the official records of the the County Recorder of Washoe County, Nevada (the “Notice”), with respect to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, together with that certain Assessment Agreement, dated as of [INSERT DATE], between Property Owner and Assignor, which is attached as an exhibit to the Notice, together with the obligations secured by the Notice and all other instruments, documents and certificates executed in connection therewith (collectively, the “C-PACE Lien”). Assignee hereby accepts and assumes all of Assignor’s rights in, title to and interest under the C-PACE Lien, together with the obligations of Assignor secured by the C-PACE Lien.

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<sup>1</sup> NTD (delete prior to execution): Confirm County recording requirements (this statement is not required in Clark County). Margins should be at least 1” all around with all font, including footers, being at least 10pt. Blue or black ink should be used for signature and the Nevada statutory form of notary block should be used if notarized within Nevada.

Consistent with NRS 271.6316(5)-(6), (as amended from time-to-time, “NRS”), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the installments described in the Assessment Agreement, including, at Assignee’s election, pursuing a judicial foreclosure of the C-PACE Lien like a mortgage. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required to allow Assignee to prosecute or effectuate the judicial foreclosure like a mortgage or to ratify or confirm any action of Assignee taken in furtherance of the foregoing as contemplated in Resolution No. [INSERT #], adopted by the governing body of Assignor on [INSERT DATE], adopting to Assignor’s Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—.6325, inclusive, as may be amended from time to time.<sup>2</sup>

*[Signatures appear on following page]*

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<sup>2</sup> NTD: Update with NRS reference updates if codified.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

“ASSIGNOR”

[INSERT JURISDICTION NAME]

[INSERT JURISDICTION SIGNATURE BLOCK]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of [JURISDICTION NAME].

(Seal, if any)

\_\_\_\_\_

Signature of Notarial Officer

*[Signatures continue onto the following page]*

“ASSIGNEE”

[CAPITAL PROVIDER NAME]

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of [CAPITAL PROVIDER NAME].

(Seal, if any)

\_\_\_\_\_

Signature of Notarial Officer

EXHIBIT A

LEGAL DESCRIPTION

(Attached)



## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 5 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval to award the Virginia City Highlands \$10,000 of community project funding for fiscal year 2024-2025 to extend existing concrete pad approximately 1,500 feet at Virginia City Highlands Park, 2141 Empire Rd, Virginia City Highlands, NV. This approval is contingent upon an appropriate quote from a contractor and/or business that is in good standing and has a business license in Storey County.
- **Recommended motion:** I (commissioner), move to award the Virginia City Highlands \$10,000 of community project funding for fiscal year 2024-2025 to extend existing concrete pad approximately 1,500 feet at Virginia City Highlands Park, 2141 Empire Rd, Virginia City Highlands, NV. This approval is contingent upon an appropriate quote from a contractor and/or business that is in good standing and has a business license in Storey County.
- **Prepared by:** Sara Sturtz

**Department:** Business Development

**Contact Number:** 775-350-9473

- **Staff Summary:** The County received no applications from the Mark Twain Community or the Lockwood Community for the community project funding for fiscal year 2024-2025.
- 
- The Virginia City Highland community, on behalf of Grace Higashi is requesting community project funding for \$10,000 for fiscal year 2024-2025 to extend the existing concrete gazebo pad approximately 1,500-foot at Virginia City Highlands Park, 2141 Empire Rd, Virginia City Highlands, NV. The Highlands community is requesting this funding as their population has increased and they have outgrown the existing Gazebo Pad.
- **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 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*

### **Storey County Community Project Grant Application Due No Later Than Friday,**

Project Area: Virginia City Highlands Estimated Cost: \$10,000.00

Project Name: Extend concrete under gazebo

Project Description: Extend existing concrete gazebo pad approximately 1,500 feet by adding  
approximately 3' on the front (facing basketball court) and fill in both sides, see drawings attached.  
Excavate for leveling to accommodate 4" deep concrete pad. When original gazebo was built, the  
population in the Highlands was much smaller and now has grown to a point where gatherings  
overflow onto the dirt areas.

How will this project benefit your community? Provide additional area for new future seating  
to have comfortable gatherings in the community. Will also promote relaxed areas for conversations.

How will your community maintain the project once it is complete? No maintenance will be  
needed.

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Team Members: (Minimum of 5, Can have additional)

Name

Phone Number / Email Address

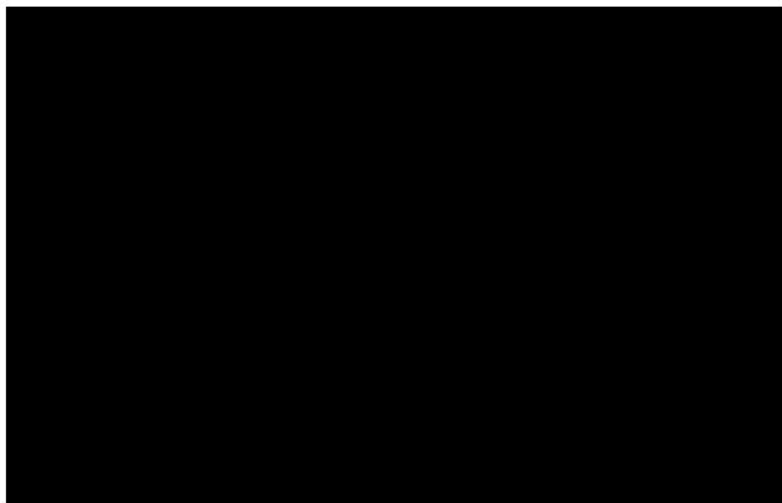
Grace Pizzuto

Chris Pizzuto

Andrea Wold

Nellie Welch

Jennifer McCain



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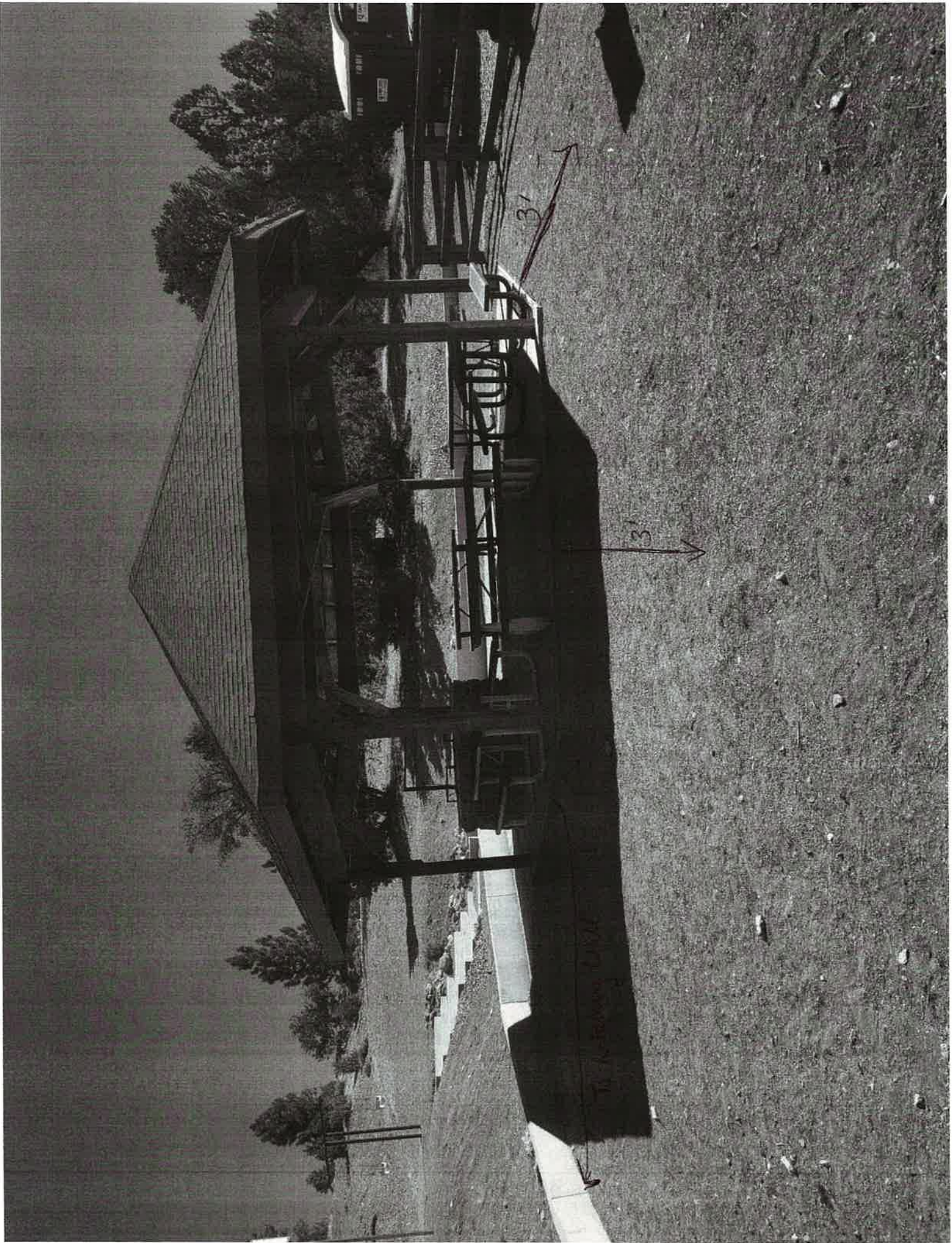
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**\*Please attach any relevant photos, maps, etc.\***



















## Concrete Calculator

The Concrete Calculator estimates the volume and weight of concrete necessary to cover a given area. Purchasing slightly more concrete than the estimated result can reduce the probability of having insufficient concrete.

### Slabs, Square Footings, or Walls

#### Result

Volume: **476** cubic feet  
 or **17.63** cubic yards  
 or **13.48** cubic meters

If using pre-mixed concrete with density of 2,130 kg/m<sup>3</sup> or 133 lbs/ft<sup>3</sup>∗:

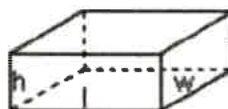
Weight needed **63,308 lbs or 28,709.88 kg**

Using 60-lb bags **1,055.13 bags**

Using 80-lb bags **791.35 bags**

∗ Different types of concrete can have very different densities.

Length (l)	<input type="text" value="42"/>	<input type="text" value="feet"/>	▼
Width (w)	<input type="text" value="34"/>	<input type="text" value="feet"/>	▼
Thickness or Height (h)	<input type="text" value="4"/>	<input type="text" value="inches"/>	▼
Quantity	<input type="text" value="1"/>		
<input type="button" value="Calculate"/> <input type="button" value="Clear"/>			



## Sara Sturtz

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**From:** Sara Sturtz  
**Sent:** Tuesday, October 1, 2024 1:08 PM  
**To:** grace higashi  
**Subject:** RE: Grant Dollar Numbers

**Categories:** Need to follow up

Thank you, Grace. Did any of them give you something in writing? If so, could you send those to me?

You can either drop it off in person, email it to me, send a picture of it via text to 775-350-9473, or whatever is easiest for you.

Thanks,  
S

---

**From:** grace higashi <[REDACTED]>  
**Sent:** Tuesday, October 1, 2024 12:21 PM  
**To:** Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
**Subject:** Re: Grant Dollar Numbers

Hi Sara;

I'm sorry, I didn't see your request earlier. I got about 3 quotes and kinds averaged them out. All were done over the phone.

American Pacific Concrete - expensive

Semix

Silver Strike - most helpful

Let me know if you need addition info. And please feel free to followup with me anytime.

Thanks,  
grace

On Monday, September 30, 2024 at 02:39:05 PM PDT, Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)> wrote:

Hi Grace,

Following up on my email below. I have to submit my agenda items for these community projects at the end of this week (10/4). Any information you can provide before that time will be extremely helpful.

Thanks,  
S



---

**From:** Sara Sturtz  
**Sent:** Monday, September 16, 2024 1:27 PM  
**To:** grace higashi <[REDACTED]>  
**Subject:** RE: Grant Dollar Numbers

Hi Grace,

No worries, we still have some time. I am presenting the applications at the 10.15.24 Board of County Commissioner Meeting. Thank you for providing this information.

Do you have this rough estimate in writing from any of the companies? Or did any of them send over an estimate via email? If so, would you be able to send it over to me or drop it off?

Thanks,

S

---

**From:** grace higashi <[REDACTED]>  
**Sent:** Monday, September 16, 2024 1:02 PM  
**To:** Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
**Subject:** Grant Dollar Numbers

Hi Sara;

You probably thought I forgot, in a way I did. When we talked, we were leaving for a family wedding and when we returned, family came to visit. Then the evac warnings, just kept an eye on that for a few days.


I spoke with a couple of concrete companies. Their very rough estimate for 1500 sq ft, 4 inches deep of poured concrete is about \$5000 including delivery fee. This is only to pour the concrete, no prep or finishing work, that would be additional.

Let me know if this would suffice or if additional info is needed.

Thank you,

Grace Pizzuto



	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 10/15/2024 10:00 AM - BOCC Meeting	Estimate of Time Required: 5 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to award the Virginia City Mighty Mites the requested \$6,525 of the community project funding for fiscal year 2024-2025 to purchase sports equipment for their sports program and the remaining \$3,475 to purchase equipment for lighting the “V” on the hill in Virginia City.
- **Recommended motion:** I (commissioner), move to award the Virginia City Mighty Mites the requested \$6,525 of the community project funding for fiscal year 2024-2025 to purchase sports equipment for their sports program and the remaining \$3,475 to purchase equipment for lighting the “V” on the hill in Virginia City.
- **Prepared by:** Sara Sturtz

**Department:** Business Development

**Contact Number:** 775-350-9473

- **Staff Summary:** The County has \$10,000 per district for each fiscal year to allocate for community project funding. The County received the following four applications from Virginia City: Culture Building Project submitted by Alexia Sober; FYI Tags Project submitted by Alexia Sober; Mighty Mites Community Athletic Program Equipment submitted by Clay Mitchell on behalf of Coach Jason and Brittany Alvear; and “V” over Virginia City Lighting Project submitted by Anthony Jones.
- 
- The Community Project Funding Committee, comprised of Jennifer McCain (Comptroller), Dru McPherson (Recorder), Lara Mather (Business Development Officer), and Sara Sturtz (Grants Manager). The committee reviewed the four applications and given the scope and funding restraints of the community project funding, the committee recommends awarding the Mighty Mites \$6,525 to purchase sports equipment for their sports program and the remaining \$3,475 to purchase equipment for lighting the “V” over Virginia City.
- **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

# **COMMUNITY GRANT APPLICATION – AREA 3 (VC/Gold Hill) MIGHTY MITES COMMUNITY ATHLETIC PROGRAM**

Community members requesting this grant:

Coach Jason and Brittany Alvear: [REDACTED]

Cullen Mitchell: [REDACTED]

Brittany Dougherty [REDACTED]

Bryan & Mandy Burlison [REDACTED]

## **BACKGROUND**

The Mighty Mites program has been a fixture in Virginia City for many years. It is a non-competitive sports skills training and community building program for the kids of Storey County, approx. age 5 to 12. The program has been loosely affiliated with the school district for administrative purposes, but that affiliation is unlikely to continue (though we anticipate facilities usage will be allowed).

There are two main focus areas... a basketball practice program that typically runs from late November through February, and a baseball program in the summer months. The program is open to any kids who want to participate. A nominal fee is requested from the children's families to offset the hard costs of running the program... nobody is paid for their involvement. No child is prohibited from participating due to inability to pay.

In addition to the Alvear family, who has spearheaded the program since its re-activation post-COVID, high school athletes often volunteer to assist with skills development. Parents and other community members volunteer to help or donate to the program.

## **GRANT REQUEST TOTAL AMOUNT: \$6525 (EST)**

The operating costs for the program typically include uniforms (ie. jerseys or shirts and hats) for the kids, snacks for each session, and necessary equipment. We understand that operating costs typically are not eligible for grant consideration, and we are seeking other funding sources to cover these needs to make the program as affordable as possible for the participants.

The following equipment would allow this program to be more effective. It would raise the excitement level for the participants and would allow them to more effectively develop skills. While there is some wear and tear or loss/breakage of equipment, it is anticipated that this equipment would become an ongoing part of the program. These amounts are estimates, and when appropriate Coach Jason can provide specific acquisition costs.

## **Pt. 1 Basketball- TOTAL REQUEST APPROX \$1700 for equipment**

-New Hoops for the younger groups x 2 (\$200 each) – typically the basketball program is conducted in one of the school gyms. The built in basketball standards are sufficient for the older kids, but the younger kids struggle to use regulation size equipment. Typically an adjustable hoop that is lower allows them to function and learn.

-New basketballs x 15 ( \$15-20 each)- *need this season* = \$300

-Specialized training equipment (\$1000) -This will help improve and bring instruction to a higher level. To include:

Special weighted training balls, ball return system (Attaches to the hoop), training nets for passing and defense, Agility equipment, 2 new durable hoops for the younger groups, special goggles for dribbling, obstacle course set up with cones.

*ADDITIONAL COSTS OF RUNNING THE PROGRAM (included for reference, not part of the grant request)*

-Uniforms (aprox \$2,200-3000) - *every year*

- snacks for 12 weeks ( 60 drinks/ 60 snacks each session) \$50-70 *per week*

-Sponsorships for low income families (\$45 each - 10-15 kids usually)- *every year*

## **Pt. 2 Baseball- TOTAL REQUEST APPROX \$4825 for Equipment**

- New Balls- *every year*

(Real baseballs \$75 per dozen x 30) = \$2250

(Tee-balls \$75 per dozen x 3) = \$225

(Foam training Balls \$150)

- Bats needed this year

Bats for all age groups (9 total bats approx. \$700)

-Specialized training equipment (\$1500)

( Training bats, gloves, nets, pitching/fielding machines, training balls, special tees, etc.)- This will help improve and bring instruction to a higher level. New pitching machine for the younger groups, better quality tees, special weighted balls for hitting and throwing, new nets for throwing, hitting and pitching, new balls, special training fielding gloves, new cones, training bats for all age groups.

*ADDITIONAL COSTS OF RUNNING THE PROGRAM (included for reference, not part of the grant request)*

-Shirts and hats (\$2,200-3,000)- every year

-Snacks for 12 sessions (\$50-70 per session)

-Sponsorships for low income families (\$45 each - 10-15 kids usually)- every year

## **Explanation of maintenance/upkeep**

This project is a bit different than many. It is not a proposed physical improvement, but rather equipment to be used in a program. While this equipment will have a useful life that will at some point run out, it is anticipated to be used in this program for several years, and will be cared for by the program's organizers. There is no expectation of or need for maintenance/upkeep like there would be with a physical installation.

We appreciate the grant evaluation considering this community grant proposal. We understand that it is somewhat non-traditional, but we feel it meets the criteria for this program, and would be of great benefit to the community.

## Mighty Mites community impact

Cassandra Anderson <[REDACTED]>

Thu 8/22/2024 7:10 AM

To: Clay Mitchell <cmitchell@storeycounty.org>

Clay,

I'm reaching out as a community member to share the benefits of Mighty Mites. Our son, now 11, has participated in Mighty Mites for the two seasons since we moved to Storey County (VC Highlands.).

Before moving to VCH, my son had very few friends. As an only child, he seemed to have difficulty creating and maintaining friendships. At school, he was always being teased for something. He's sensitive to criticism, and who isn't. Because of the teasing, he did not like school. In fact, he shared he would "definitely never go to college" because school "is terrible".

When looking for homes (moving from Phoenix, AZ) we chose Storey County over Genoa or Gardnerville because of the school ratings. He started school at HGES and he liked it. However, it wasn't until Mighty Mites that he made friends. His teammates were kids from the community, and school. He learned teamwork, and how to be a friend.

Coach Jason is one of the most encouraging, positive influences. We had tried sports before, but Mighty Mites is different! Under Coach's leadership, all the kids I've witnessed blossom, become better friends and teammates, and try harder in school. Our son now loves school, and is excited to go to college! In large part, I credit the amazing work of Mighty Mites for building camaraderie, teamwork, friendship, and a leadership spirit in our children.

We couldn't be more grateful for the work of Jason and his wife, and the amazing Mighty Mites program. Storey County is better for having a program like Mighty Mites!

Feel free to reach out with any questions, and thank you.

Together We Win!

Cassandra Anderson

[REDACTED]

[REDACTED]



## Mighty Mites

Rhianna Stafford <[REDACTED]>

Fri 8/23/2024 8:16 AM

To: Clay Mitchell <cmitchell@storeycounty.org>

Cc: Brittany Alvear <[REDACTED]>

Greetings,

I would like to take a moment of your time to talk about our amazing Mighty Mites program.

Mighty Mites is an amazing addition to our Storey County community and children. The program not only brings the kids together to teach them sport, but it also teaches them communication, teamwork, and positive core values that will help them be successful people as they grow. Mighty Mites gives every kid that wants to participate a place to show up, feel loved and supported, and to have fun.

Mighty Mites also has the amazing ability to pull community members together. It's a place where all parents of the community gather to support and cheer on our children. This year, Mighty Mites provided me the opportunity to meet another family in the community that has similar medical challenges for their children as myself. My kids now have more kids to talk to that are like them. Now, I have a mom to talk to now that understands things that I experience daily, thus we all have a larger support net. This happening for us during Mighty Mites this last summer was priceless.

Mighty Mites also has a traditional meaning to me. I grew up in Storey County. I played Mighty Mites as a child and now my kids get to do it! My hope is that this program is given the ability to continue on and to grow.

Thank you for your time,

Rhianna Armstrong

## Grant for Mighty Mites

Thu 8/22/2024 3:15 PM

To: Clay Mitchell <cmitchell@storeycounty.org>

Cc: [REDACTED]

Hello Mr. Mitchell,

First, thanks for all you do. As residents of VC Highlands for the past 7 years, my wife Mandy and I are happy to see the progress that has been made to improve our community. We appreciate you.

When we arrived in the Highlands, we found a small volunteer group that was providing basketball skill training to children aged 4 to 11. We promptly "enrolled" our then 4-year-old and I volunteered to coach the youngest "Mighty Mites" group. It was a great experience for my son and me. Every year since, we've supported the program which has grown to include summer baseball. The instruction, structure and care for the communities' children is extraordinary, and the effort put into the program by the Alvear family is herculean. It is a true blessing to our community.

While Mighty Mites was set up to be a self-funded organization, no child has ever been turned away or shunned from participating. As costs have risen, the cost of running the Mighty Mites programs seems to have increased to the point that without community help, I'm afraid that the registration fees for those that currently participate in the program will not be affordable and families will either quit or participate for free, thus compounding the problem.

My son who is now in 6<sup>th</sup> Grade at SCMS has gained so much during his time with Mighty Mites: Teamwork; Leadership; Respect; Friendship; and most of all; a feeling of community that we cannot find anywhere else in the County.

Please consider supporting and gaining the backing of your peers for a grant to keep this fine organization serving our County's youth. We've seen you at practice and know that you saw the joy in the children's eyes when they hit the ball this summer. Please convey that feeling to the other commissioners. Supporting Mighty Mites is the right thing to do.

Respectfully,

Bryan & Mandy Burlison  
[REDACTED]

Sara Sturtz  
Grants Manager  
[ssturtz@storeycounty.org](mailto:ssurtz@storeycounty.org)  
10 South B Street, P.O. Box 7  
Virginia City, NV 89440

Storey County Business Development &  
Grants Management  
10 South "B" Street  
P.O. Box 7 Virginia City, Nevada 89440  
Phone 775.847.0986

Community Project Grant Application: Storey County 2024  
Area of Request: Virginia City/Gold Hill

**NAME OF GRANT: "V" Over Virginia City Lighting Project**

**TEAM MEMBERS**

1. **Name:** Anthony Jones

**Address:** [REDACTED]

**Phone Number:** [REDACTED]

**Email:** [REDACTED]

2. **Name:** Rebekah Jones

**Address:** [REDACTED]

**Phone Number:** [REDACTED]

**Email:** [REDACTED]

3. **Name:** Timothy Kendziorski

**Address:** [REDACTED]

**Email:** [REDACTED]

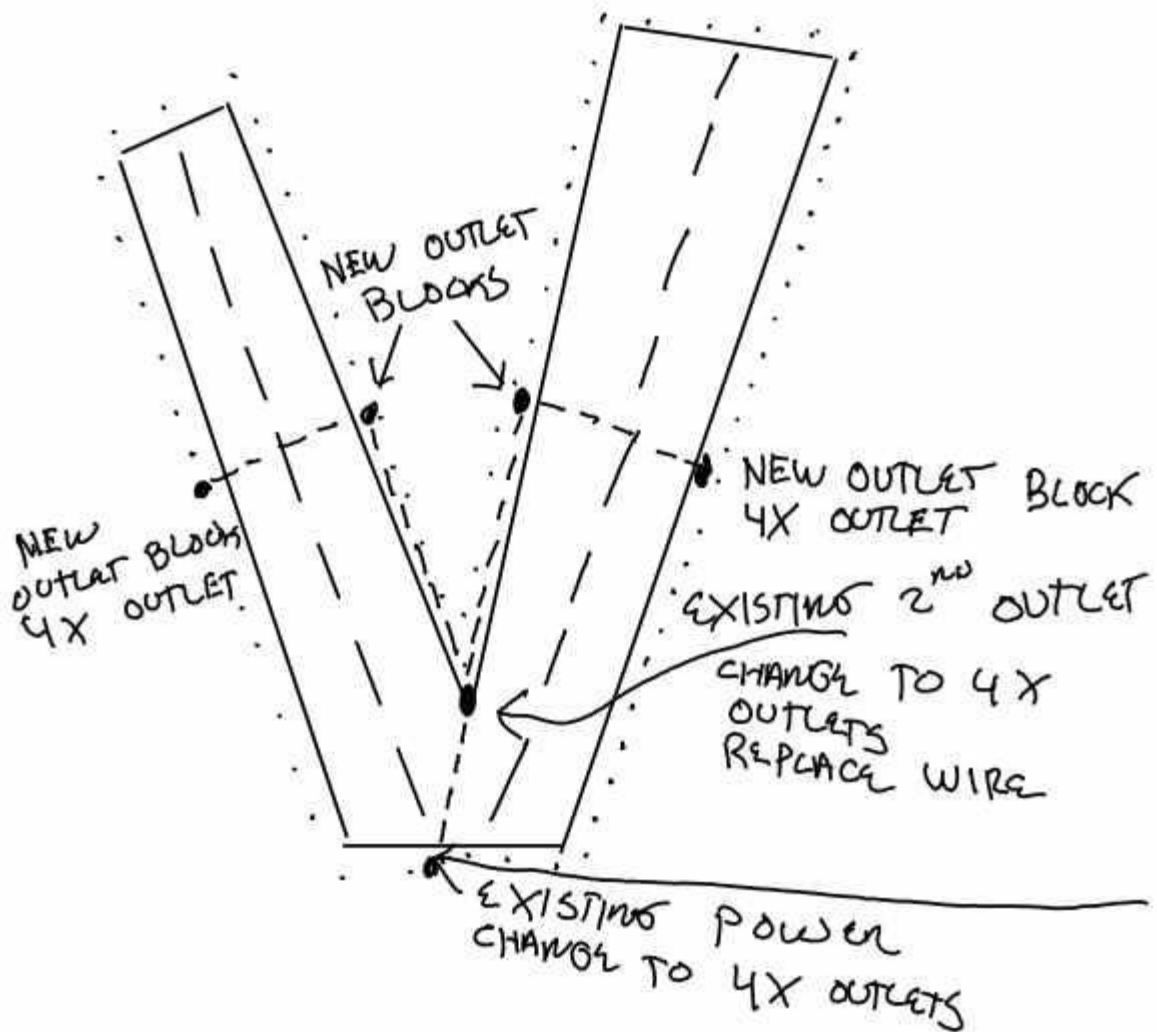
**PROJECT DESCRIPTION:**

The "V" on the hillside above Virginia City located at 39.3096°N 119.6582°W has seen the happenings of our town since 1926. It has also brightly illuminated our town for celebrations, events, and just to smile down on our community. There has been interest in seeing the "V" come back and it is with this intention we are seeking funding.

We are looking at a variety of aspects including:

- Lighting options such as LEDs, solar, and traditional bulbs
- Operation such as timers, pre-sets, consideration for dark sky ordinance, special events

- Maintenance schedule to assure it is functional
- Internet connectivity to have operational controls from computers/mobile devices



— — — — — NEW DISTRIBUTION CONNECTOR  
 ..... PERIMETER LIGHTS

— — — — — WHITEWASH LIGHTS

PROJECT BENEFITS:

Everyone recognizes the “V” and having a program and commitment to keeping it maintained as well as lit will support the spirit of our community, something to which we can, literally, point to with pride.

#### ESTIMATED COSTS:

The deluxe package is going to cost about \$2000 initially to get off the ground and functioning. This is all priced and sourced from professional sources as one of our members of the Team is a retired NV Energy employee and wants to follow the strictest safety guidelines for this as well as source material that will last. Once running, operationally there will be an ongoing cost for power (which currently the county has a power source available up there, we are not sure they are going to continue paying for that power and would like to consider the cost as part of this proposal if they decline). There will also be the ongoing cost for internet connectivity, which we would like to supply using Starlink or an alternative competitor with a camera to monitor the site/area remotely. This is going to cost approximately \$200 per month. Expecting to get the initial cost down and if so would allow to possibly install a small inverter/charge controller system with a solar panel and battery to offset energy costs as well as provide power when the grid is down.

Cost for installation/build out: \$2000

Ongoing monthly cost for power and internet: \$7200 (3 year plan)

Maintenance Budget for next 3 years \$800

#### MAINTENANCE:

As part of this program, we will be developing a Maintenance Plan that will include:

- Creation of a small “V Light Committee” to oversee the project
- Regularly scheduled checks of the lights and surrounding grounds
- Replacement/repair of lights or other elements
- Revisioning any scheduled lighting plans for events
- Development of a “V Light Request Form” to be used by the community for special and/or specific events to be submitted to the V Light Committee for consideration

#### SUMMARY:

There has been a lot of anticipation over the restoration and implementation of the V Light Project. The successful funding of this project will allow the V Light to continue to brighten the evenings of community members and tourists for years to come.

## Sara Sturtz

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**From:** Tony Jones <[REDACTED]>  
**Sent:** Monday, September 23, 2024 10:55 AM  
**To:** Sara Sturtz  
**Subject:** Re: Community Project Grant Application  
**Attachments:** V lighting parts list.xlsx

Attached is the cost/materials list with all the web links to purchase the items. Let us know if you have any questions.

Sincerely,

Anthony Jones (T.J.)

On Wed, Sep 18, 2024 at 12:16 PM Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)> wrote:

Thank you for the update!

-S

---

**From:** Anthony Jones <[REDACTED]>  
**Sent:** Tuesday, September 17, 2024 8:12 PM  
**To:** Tony Jones <[REDACTED]>  
**Cc:** Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
**Subject:** Re: Community Project Grant Application

Sorry for the delay on the itemized parts list. We have just been making some adjustments to utilize the max amount of funds and take out anything that was maintenance related.

We will have the total revised list very soon.

Sincerely,

Anthony Jones

Sent from my iPhone

On Aug 23, 2024, at 10:28 AM, Tony Jones <[REDACTED]> wrote:

Thanks Sara! We appreciate you :-)

On Fri, Aug 23, 2024 at 10:28 AM Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)> wrote:

Thank you! I will take a look at your proposal and let you know if I have any questions.

Have a good weekend!

-S

Get [Outlook for iOS](#)

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**From:** Tony Jones <[REDACTED]>  
**Sent:** Friday, August 23, 2024 10:26:33 AM  
**To:** Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
**Subject:** Community Project Grant Application

Dear Sara Sturtz and Community Project Grant Team,

Attached you will find our proposal for the grant. Please reach out if you have any questions or concerns.



--

Sincerely,

Anthony L. Jones Jr. (T.J.); Rebekah Jones; and Tim Kendziorski

--

Sincerely,

Anthony L. Jones Jr. (T.J.)

--

Sincerely,

Anthony L. Jones Jr. (T.J.)

Materials	length	bulbs	dist	Amount needed	cost	total
<b>Lights</b>	123	40	3.1	3	\$111.99	\$335.97
	49	15	1	1	\$59.99	\$59.99
	96	30	3.2	5	\$79.99	\$399.95
	96	30	3.2	5	\$59.00	\$295.00
	179	60	3	3	\$149.99	\$449.97
	123	40	3.1	4	\$111.99	\$447.96
	150	1656	0.1	3	\$79.99	\$239.97
<b>Wire &amp; Conduit</b>	length	Wires				
	250	12 by 2		2	\$223.00	\$446.00
	250	14 by 2		2	\$173.00	\$346.00
<b>Fittings</b>			Size			
			3/8"	50	\$62.00	\$62.00
			4"	20	\$3.60	\$108.00
			4	20	\$3.25	\$97.50
			10	8	\$5.98	\$47.84
<b>Extras</b>						
			3	25	\$4.72	\$118.00
<b>Total</b>						\$3,454.15

URL
<a href="https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B09YRGZLJK/">https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B09YRGZLJK/</a>
<a href="https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B08614LWZK/?th=1">https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B08614LWZK/?th=1</a>
<a href="https://www.amazon.com/Govee-Bluetooth-Waterproof-Dimmable-Backyard/dp/B095K8MX7Y?th=1">https://www.amazon.com/Govee-Bluetooth-Waterproof-Dimmable-Backyard/dp/B095K8MX7Y?th=1</a>
<a href="https://www.amazon.com/addlon-Outdoor-String-Dimmable-Bluetooth/dp/B0C6998W7F/">https://www.amazon.com/addlon-Outdoor-String-Dimmable-Bluetooth/dp/B0C6998W7F/</a>
<a href="https://www.amazon.com/NOVOSTELLA-RainbowColor-Waterproof-Compatible-Decoration/dp/B0C323R5XX/">https://www.amazon.com/NOVOSTELLA-RainbowColor-Waterproof-Compatible-Decoration/dp/B0C323R5XX/</a>
<a href="https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B09YRGZLJK">https://www.amazon.com/XMCOSY-Changing-Dimmable-Compatible-Waterproof/dp/B09YRGZLJK</a>
<a href="https://www.amazon.com/dp/B07PHMLDBP">https://www.amazon.com/dp/B07PHMLDBP</a>
<a href="https://www.homedepot.com/p/Southwire-250-ft-12-Gauge-2-Gauge-Solid-CU-MC-Metal-Clad-Armorlite-Cable-68579201/2023">https://www.homedepot.com/p/Southwire-250-ft-12-Gauge-2-Gauge-Solid-CU-MC-Metal-Clad-Armorlite-Cable-68579201/2023</a>
<a href="https://www.homedepot.com/p/Southwire-14-2-x-250-ft-Solid-CU-MC-Metal-Clad-Armorlite-Cable-68579201/2023">https://www.homedepot.com/p/Southwire-14-2-x-250-ft-Solid-CU-MC-Metal-Clad-Armorlite-Cable-68579201/2023</a>
<a href="https://www.homedepot.com/p/Snap-2-lt-3-8-in-Connectors-50-Pack-38AST-50/100117200">https://www.homedepot.com/p/Snap-2-lt-3-8-in-Connectors-50-Pack-38AST-50/100117200</a>
<a href="https://www.homedepot.com/p/Steel-City-4-in-30-3-cu-in-Metallic-Square-Box-521711234EW-25R/202590467">https://www.homedepot.com/p/Steel-City-4-in-30-3-cu-in-Metallic-Square-Box-521711234EW-25R/202590467</a>
<a href="https://www.homedepot.com/p/Southwire-4-in-Steel-Metallic-Square-Box-Cover-2-Duplex-1-2-in-Raised-1-Pack-G">https://www.homedepot.com/p/Southwire-4-in-Steel-Metallic-Square-Box-Cover-2-Duplex-1-2-in-Raised-1-Pack-G</a>
<a href="https://www.homedepot.com/p/Leviton-15-Amp-Residential-Grade-Grounding-Duplex-Outlet-White-10-Pack-M24-G">https://www.homedepot.com/p/Leviton-15-Amp-Residential-Grade-Grounding-Duplex-Outlet-White-10-Pack-M24-G</a>
<a href="https://www.homedepot.com/p/Everbilt-1-1-4-in-x-3-4-in-x-3-ft-14-Gauge-Green-Steel-U-Fence-Post-with-Anchor-B">https://www.homedepot.com/p/Everbilt-1-1-4-in-x-3-4-in-x-3-ft-14-Gauge-Green-Steel-U-Fence-Post-with-Anchor-B</a>

Community Project Grant Application: Storey County 2024  
Area of Request: Virginia City/Gold Hill

**NAME OF GRANT:**     **Culture Building Project**

**TEAM MEMBERS**

4. Name: Alexia Sober

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

5. Name: John A. Duffy

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

6. Name: Sally Duffy

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

**PROJECT DESCRIPTION:**

Virginia City has so much to offer, and it is time to showcase the true spirit of our community. While there may be misconceptions, those of us who live and work here know the warmth and friendliness that define our town. Through engaging, relevant, and community-focused workshops, we aim to equip residents and merchants with the tools and resources needed to shape and share our positive image with the world. Together, we can take control of our narrative and highlight the best of what Virginia City has to offer.



**PROJECT BENEFITS:**

Cultural development and tailored workshops provide powerful tools that unify the community under an authentic voice and identity. These sessions help define who we are as a collective and align our goals, fostering a strong sense of shared purpose. Merchandising and marketing workshops offer strategies to effectively showcase local products and services, while cultural development training enables participants to build stronger connections within the community by focusing on shared values and goals. Trainees will learn practical ways to support each other, promote local identity, and diffuse any potential conflicts. The training offers tools to foster collaboration, enabling the community to work together more effectively. By emphasizing collective goals and aligning efforts, participants will be better equipped to create a unified voice that truly represents the community's unique character and aspirations. Together, these tools empower the community to present a cohesive, positive image that reflects our true values and ambitions, driving both community and economic success.

#### ESTIMATED COSTS:

- Four culture and community building focused (4) workshops to be presented over the course of 2024-2025 tailored to the communities needs
- Supplies for program delivery
- Space rental

Total estimated cost: \$10000

#### MAINTENANCE:

This would be the first part of the training that would include on-going programming supported through the Storey County Chamber of Commerce.

#### SUMMARY:

Virginia City has the opportunity to present itself in a positive light that not only celebrates its rich history but also honors the vibrant community that makes it what it is today. By empowering residents and merchants through culturally-focused workshops, this project aims to shape and share an authentic, unified image of the town. These engaging sessions will teach effective merchandising, marketing strategies, and methods for strengthening community bonds, fostering collaboration, and ultimately driving both economic success and a cohesive, vibrant representation of Virginia City.

## Sara Sturtz

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**From:** Alexia Sober <[REDACTED]>  
**Sent:** Tuesday, September 24, 2024 10:20 AM  
**To:** Sara Sturtz  
**Subject:** Re: Community Project Application FY24/25 Follow up

Sara,

Thank you for clarifying. I do not have any changes.

Alexia Sober  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** Sara Sturtz <ssturtz@storeycounty.org>  
**Sent:** Tuesday, September 24, 2024 9:15 AM  
**To:** Alexia Sober <[REDACTED]>  
**Cc:** [REDACTED]  
**Subject:** RE: Community Project Application FY24/25 Follow up

Thank you for this information, Alexia.

Please note that this funding is only for the County's 2024/25 fiscal year, so this funding must be spent by June 30<sup>th</sup>, 2025.

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Given this information, let me know if you need to make any adjustments to your answers below. If you do not need to make edits, I will save your email below and make sure to include it in your application for the agenda packet.

Thank you!

-S

---

**From:** Alexia Sober <[REDACTED]>  
**Sent:** Monday, September 23, 2024 5:11 PM  
**To:** Sara Sturtz <ssturtz@storeycounty.org>

Cc: [REDACTED]

**Subject:** Re: Community Project Application FY24/25 Follow up

Hello Sara,

Thank you for your patience while I worked on this. Answers to questions about the workshops are below in text. Answers to the FYI tags are attached to this email and in the text below.

## **Workshops**

**Trainings will cover topics related to:** What is Community Culture, Bias Understanding, Communication: Spoken Word, Listening, Body Language, IDEA (Inclusivity Diversity Equity Accessibility) Practices, Practical Application Workshops (how to use provided information to benefit professionally and personally). Topics will be cross-utilized as part of the presentation to assure multi-level learning is applied and depth of content is relatable, digestible, and comprehensible. These topics will highlight both guests experiences as well as community cohesion.

**Trainer Credentials:** Adrea Gibbs, ICAE (IAAPA Certified Attractions Executive), Director of Culture and Facilitation for Well Training US, professional consultant/trainer in the areas of Guest Experience, Employee Relations, Attraction Design and Application, Operations, IDEA - DEI, Communication - sought after presenter (20+ years for organizations such as IAAPA, IDEA Alliance, Health Network, and private organizations; Disney, Meow Wolf, Slagharen, 24 Hour Fitness, RFC, etc.) Trainings will be offered to community members, business owners/operators/employees and residents. No fee.

**Training location:** will be determined but most likely take place at Silverland Inn or Gold Hill Hotel. Budget: Targeting 4 90-minutes sessions, each to be presented twice (8 sessions in total). Standard fee for each session is \$2500 plus expenses but will be budgeted at \$1250 each (8 sessions) which includes presentation, development time, additional specific research, and working with the requesting individuals for customization in addition to materials. Fees will also cover some beverages and snacks for each event.

## **FYI Tags**

**Local business involvement:** We have 5 merchants that are interested in participating and expect more to come onboard when they have access to the content. We are reaching for at least 50 businesses within the first year. We have not spread the word yet to be sure we could implement the project before we got people involved.

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  - Alternatively, we are happy to request a grant for \$2400 for support for 2026/27. \$1200 x 2
    - The funds will be used by June 2025 to pay upfront for the services provided by FYI tags.

Alexia Sober



---

From: Alexia Sober <[REDACTED]>  
Sent: Thursday, September 19, 2024 9:40 AM  
To: Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
Cc: [REDACTED]  
Subject: Re: Community Project Application FY24/25 Follow up

Hello Sara,

I have reached out to the two parties to ask for more specifics according to your questions. I hope to have more information to you by the beginning of next week. I appreciate you reaching out.

Alexia Sober



---

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Sent: Wednesday, September 18, 2024 12:52 PM  
To: Alexia Sober <[REDACTED]>



Cc: [REDACTED]

**Subject:** Community Project Application FY24/25 Follow up

Good afternoon Alexia,

Thank you for your applications for the Community Project Funding for fiscal year 2024/2025. I will be presenting all the applications to the Board of County Commissioners (BOCC) for their review and approval and wanted to reach out to you to give you the opportunity to expand on your submitted applications. I will provide all the information you give to the BOCC.

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What the trainings will specifically cover, who will lead the trainings, what are the trainer's background/certifications in teaching this subject matter, who will the trainings specifically be offered to, if there is a cost for the participants, where the trainings will take place, what the detailed budget for this will look like (i.e., specific line items), etc.

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What is specifically being asked of the county with this grant request (a detailed budget with specific line items would be helpful), example of specific information the QR codes will provide, if these tags will all provide the same information, local business involvement on this project, if any businesses have agreed to place these in their shops, who will update the QR information, how the community continue to pay/upkeep on these signs (if awarded, this grant funding has to be spent by June 30<sup>th</sup>, 2025), what is meant by users supporting the program and is being \$2/month for group pricing.

Thank you for your time,

Sara Sturtz  
Grants Manager  
Storey County  
PO Box 7  
Virginia City, NV 89440  
Phone: (775) 350-9473  
[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)  
[www.storeycounty.org](http://www.storeycounty.org)

*Storey County is an Equal Opportunity Provider.*

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Community Project Grant Application: Storey County 2024  
Area of Request: Virginia City/Gold Hill

**NAME OF GRANT:** FYI Tags Project

**TEAM MEMBERS**

1. Name: Alexia Sober

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

2. Name: John A. Duffy

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

3. Name: Sally Duffy

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

**PROJECT DESCRIPTION:**

Being able to share information in real time from store hours of operation to special events to providing historical facts has been a challenge for Virginia City, particularly with the advancement of technology. By investing in the FYI Tags Program, we can have simple QR code plaques, designed to our specifications, which can be placed in a variety of locations, most ideally, in store windows, that when utilized will bring up a variety of information for both tourists and community members.

FYI Tags supports the local community by empowering residents and merchants to share real-time information easily. This technology enables the seamless dissemination of updates about local businesses, services, community events, and historical insights, enhancing the overall community and visitor experience. By making educational content about the community's rich history and current offerings accessible to all, FYI Tags helps foster a more informed and engaged community. This system not only promotes local commerce but also strengthens the connection between residents, merchants, and visitors, contributing to the vitality and sustainability of Virginia City.



Example of QR code plaque



Example of a QR code for a map of town

#### PROJECT BENEFITS:

Often tourists will look for information, whether maps of town, operating hours for businesses, or different kinds of activities and events as they explore Virginia City. While there are some resources available through the Visitor's Center and the occasional docent on the boardwalk, often there is no place to find consistent information at the time needed. The addition of FYI Tags to windows and storefronts throughout Virginia City and Gold Hill will provide that information, even when no one is around, creating an opportunity for engagement where there is currently a void.

FYI Tags provides a powerful tool for Virginia City, enhancing visitor engagement by delivering location-based, customized content directly to mobile devices. This system allows community members and merchants to share their rich history and business information in real-time, without needing complex technology. Visitors can access videos, images, payment options, and more by scanning FYI Tags, all while ensuring content is on-message and on-brand. Local users can easily update their information, making the Virginia City experience more interactive, accessible, and engaging for everyone.

#### ESTIMATED COSTS:

- FYI Tags, LLC agrees to waive the \$500 implementation fee and the first 12 months of subscription fees for software licensing and up to 50 tags/landing pages (estimated \$100/month, not to exceed the calendar year 2025). This timeframe allows us to outline goals and success metrics together.
- The subscription fee is \$2 per tag monthly, with a minimum of 50 tags. We appreciate a minimum one-year commitment once the fees begin.
- Standard QR Sign –Brilliant 4-color print on PVC , Die-Cut, Standard Design, UV Resistant, Lightweight, Easy Mount, Indoor / Outdoor (see photo of example attached)
  - Small (3" x 5") - \$15 each
  - Large (5" x 7") - \$20 each

Total ask for funding: \$5000

#### MAINTENANCE:

As part of this program, FYI Tags will work with us to coordinate, revise, change, and refresh information to keep content updated and accurate, as well as push out new information for their

system, including upgrades. The ongoing subscription after the complimentary period can be supported by the users making it extremely cost effective at \$2.00 a month as group pricing is available.

**SUMMARY:**

This project centers around providing valuable information to both tourists and community members in Virginia City. By offering a simple, effective way to access details about the town, this initiative will enhance the visitor experience while also serving the local community. FYI Tags will enable residents and merchants to share updates in real-time, making it easier to connect with visitors and showcase the rich history and vibrant local businesses of Virginia City. This tool will help maintain the town's welcoming spirit and foster deeper community engagement.



## **Unlock the power of LOCATION.**

FYI Tags is a **Geo-Targeted** CMS that leverages QR tags and proprietary software to deliver relevant dynamic engagements directly to your visitors.

## **Branded. Accessible. Relevant.**

Raise the B.A.R. and give your team easy-to-use tools that can reduce operating costs, create new revenue capture points, and quickly adapt to ongoing changes.



**fyitags.com**

**(501) 213 3687**



# STOREY COUNTY

ATTN: ALEXIA SOBER  
SEPTEMBER 2024



Lesly Birkner  
lesly@fyitags.com  
501 282 6283  
www.fyitags.com



## What is FYI Tags, LLC?

FYI Tags, LLC enhances location-based experiences by providing barrier-free engagement through **FYI Connect Software**. This fully featured SaaS technology powers dynamic QR and landing page management, geo-targeted communication, and centralizes customer engagement, employee training, and marketing programs.

## Who is FYI Tags, LLC?

Founded by Adam and Lesly Birkner, FYI Tags combines expertise in attraction operations, guest experience, PR, marketing, and technology development. Since its first launch in 2017, serving over 900,000 visitors, FYI Tags has been dedicated to supporting communities with a commitment to excellence and user-centric solutions.

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## FYI Tags Proposal for Storey County

FYI Tags is excited to propose a partnership with Storey County aimed at promoting local businesses, engaging visitors with historical content, and enhancing overall visitor experiences through **FYI Connect Software**.

### Project Objectives and Goals

#### 1. Business Promotion & Engagement

- **Objective:** Provide a platform for businesses to promote services, offers, and events.
- **Goals:**
  - Enable businesses to easily update promotions, driving engagement and sales.
  - Integrate with e-commerce providers for direct transaction processing.
  - Gather customer insights to enhance marketing strategies.

#### 2. Historical Engagement

- **Objective:** Deliver location-specific historical content through interactive, multimedia experiences.
- **Goals:**
  - Use video, audio, and written content to deepen visitor connections with Storey County history.
  - Introduce gamified elements like tours or scavenger hunts.

- Track visitor interactions to guide future promotional efforts.
- 3. **Visitor Information & Convenience**
  - **Objective:** Provide real-time access to event schedules, maps, and local attractions.
  - **Goals:**
    - Centralize visitor information in one accessible platform.
    - Link businesses, historical sites, and events to encourage exploration.
    - Use data insights to optimize content relevance.

## Additional Objectives

- **Implementation Methodology:** Partnerships like Storey County help FYI Tags refine deployment strategies through real-world feedback and testing.
- **Technology Deployment:** FYI Tags continuously develops features and strategies to improve user experiences, and seeks partners to assist in technology transitions.
- **User and Administrator Feedback:** Storey County's feedback will help enhance the system and partnership.
- **References:** We seek written or video references and approval to develop case studies showcasing Storey County's implementation.

## Accessibility & Inclusivity

**FYI Connect Software** ensures personal device-level accessibility, creating a familiar and inclusive experience, promoting the best 1:1 connection between visitors and content.

## Revenue Generation

The platform offers revenue opportunities through e-commerce, premium content (e.g., guided tours), and donation options for local projects.

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## Key Proposal Points

- **Onboarding, Implementation, and Administration:** FYI Tags will waive the \$500 onboarding fee, taking responsibility for administering the system until October 2025. At that point, Storey County will assume administration with continued training and support from FYI Tags. Subscription fees of \$1,200/year for 50 tags (with \$48 per additional tag) will begin in October 2025.
- **Storey County's Role:** Provide product feedback, adapt timelines, and offer references to support the project.



- **Content Creation:** Storey County will create content for use in FYI Connect Software, coordinating implementation with a designated point of contact.
- **Physical Signage:** Storey County can produce signage independently or request an estimate from FYI Tags. QR code artwork will be provided at no additional cost. Below is an estimate for signage provided by FYI Tags, LLC.

### Estimated Physical Signage Budget (One-Time Fee 2025)

Description	Cost (per sign)	Quantity	Total Cost
Small Sign (3" x 5")	\$20	50	\$1,000
Medium Sign (5" x 7")	\$30	50	\$1,500
Large Sign (7" x 10")	\$35	50	\$1,750
Custom Design (1 Included)	Included	1	\$0
Additional Custom Design Fee	\$150/each	N/A	N/A

#### Notes:

- Signs are durable, weather-resistant, and suitable for indoor/outdoor use (5-year lifespan).
- Minimum order: 50 signs.
- Additional custom designs: \$150 each.
- Fees are subject to a 10% fluctuation based on material costs.



## Estimated FYI Connect Software Budget Summary (5-year projection)

### Subscription Costs (October 2024 – October 2029)

Description	October 2024 – October 2025	October 2025 – October 2026	October 2026 – October 2027	October 2027 – October 2028	October 2028 – October 2029
Onboarding	Valued \$750 Waived (\$0)	N/A	N/A	N/A	N/A
Subscription Fee (50 tags)	Subscription Fee Value: \$1,200 Waived (\$0)	\$1,200	\$1,200	\$1,200	\$1,200
Administrator Training & Support	Included (FYI Tags will perform admin function as part of onboarding)	Included	Included	Included	Included
Additional Tags	N/A	N/A	\$48/tag/year	\$48/tag/year	\$48/tag/year

### Estimated Timeline

- **October 2024:** Kick-off meeting.
- **Nov 2024 – Mar 2025:** Onboarding, training, and content integration.
- **Mar – Jul 2025:** Local business implementation.
- **April 2025:** Signs scoped and designed.
- **July 2025:** Signs purchased.
- **August 2025:** Signs delivered and installed.
- **October 2025:** Storey County takes over content administration, with continued training & support from FYI Tags.
- **October 2025 and ongoing:** Ongoing system use and benefits. Subscription fees begin.

## Sara Sturtz

---

**From:** Alexia Sober [REDACTED]  
**Sent:** Tuesday, September 24, 2024 10:20 AM  
**To:** Sara Sturtz  
**Subject:** Re: Community Project Application FY24/25 Follow up

Sara,

Thank you for clarifying. I do not have any changes.

Alexia Sober  
[REDACTED]

---

**From:** Sara Sturtz <ssturtz@storeycounty.org>  
**Sent:** Tuesday, September 24, 2024 9:15 AM  
**To:** Alexia Sober <[REDACTED]>  
**Cc:** [REDACTED]  
**Subject:** RE: Community Project Application FY24/25 Follow up

Thank you for this information, Alexia.

Please note that this funding is only for the County's 2024/25 fiscal year, so this funding must be spent by June 30<sup>th</sup>, 2025.

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[REDACTED]

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From: Sara Sturtz <[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)>  
Sent: Wednesday, September 18, 2024 12:52 PM  
To: Alexia Sober <[REDACTED]>

Cc: [REDACTED]

**Subject:** Community Project Application FY24/25 Follow up

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Sara Sturtz  
Grants Manager  
Storey County  
PO Box 7  
Virginia City, NV 89440  
Phone: (775) 350-9473  
[ssurtz@storeycounty.org](mailto:ssurtz@storeycounty.org)  
[www.storeycounty.org](http://www.storeycounty.org)

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## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 5 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval authorizing the County Manager to approve and sign a contract between Storey County and CaseWorthy for ServTracker for data and service tracking for aging service agencies for three (3) years in the amount of \$30,911.00.

- **Recommended motion:** Approve

- **Prepared by:** Stacy York

**Department:** Health and Community Services  
7758470957

**Contact Number:**

- **Staff Summary:** ServTracker is a program that allows for electronic data tracking for Senior Services programs including Meals on Wheels, Congregate Dining and Transportation. The program will export data for state required record keeping and ease the yearly auditing process with Aging and Disability Services Division.

- **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

**Storey County**  
26 South B Street  
Virginia City, Nevada 89440  
United States

**CaseWorthy**  
PO Box 70837  
  
West Valley City, UT 84170  
United States

**Austin Osborne**  
County Manager  
aosborne@storeycounty.org

**Prepared by: Sara Nagel**  
  
snagel@caseworthy.com  
+19139806369

**Stacy York**  
Director of Senior Services  
syork@storeycounty.org  
775-847-0957

Customer #:16074314087 Order #:20170114632

Quote created: August 26, 2024  
Quote expires: October 18, 2024

**Total** **\$30,911.00**

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	LICENSE QUANTITY	BILLING SCHEDULE	PRICE
ServTracker Licenses - Year 1	ServTracker License Fee - Year 1	1	6	Year 1-Billed Annually	\$5,040.00 / year
ServTracker Licenses - Year 2	ServTracker License Fee - Year 2	1	6	Year 2-Billed Annually	\$5,292.00 / year



PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	LICENSE QUANTITY	BILLING SCHEDULE	PRICE
ServTracker Licenses - Year 3	ServTracker License Fee - Year 3	1	6	Year 3-Billed Annually	\$5,557.00 / year
Mobile Meals App - Year 1	Mobile Meals App - Year 1	1	3	Year 1-Billed Annually	\$180.00 / year
Mobile Meals App - Year 2	Mobile Meals App - Year 2	1	3	Year 2-Billed Annually	\$189.00 / year
Mobile Meals App - Year 3	Mobile Meals App - Year 3	1	3	Year 3-Billed Annually	\$198.00 / year
Geoservices - Year 1	ServTracker Route Optimization -- Year 1	1	3	Year 1-Billed Annually	\$72.00 / year
Geoservices - Year 2	ServTracker Route Optimization - Year 2	1	3	Year 2-Billed Annually	\$76.00 / year
Geoservices - Year 3	ServTracker Route Optimization - Year 3	1	3	Year 3-Billed Annually	\$79.00 / year
TS Module - Year 1	ServTracker Touch Application - Year 1	1	2	Year 1-Billed Annually	\$1,200.00 / year
TS Module - Year 2	ServTracker Touch Application - Year 2	1	2	Year 2-Billed Annually	\$1,260.00 / year
TS Module - Year 3	ServTracker Touch Application - Year 3	1	2	Year 3-Billed Annually	\$1,323.00 / year
XML Export Utility - Year 1	SAMS XML Integration - Year 1	1		Year 1-Billed Annually	\$1,500.00 / year
XML Export Utility - Year 2	SAMS XML Integration - Year 2	1		Year 2-Billed Annually	\$1,575.00 / year

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	LICENSE QUANTITY	BILLING SCHEDULE	PR
XML Export Utility - Year 3	SAMS XML Integration - Year 3	1		Year 3-Billed Annually	\$1,654.00 / year
LMS Admin - Y1	Learning Management System Admin - Year 1	1		Year 1-Billed Annually	\$500.00 / year
LMS Admin - Y2	Learning Management System Admin - Year 2	1		Year 2-Billed Annually	\$525.00 / year
LMS Admin - Y3	Learning Management System Admin - Year 3	1		Year 3-Billed Annually	\$551.00 / year
ServTracker User Setup Fee	ServTracker Setup Fee -- One-Time Fee	1		Bill Immediately - 100%	\$1,000.00
Setup: ServTracker Mobile Meals App	Mobile Meals App Setup Fee	1		Billed Monthly As Rendered	\$500.00
ST Professional Services	ServTracker Project Management, Training, Customization, and other Professional Services	16		Billed Monthly As Rendered	\$2,640.00

Total	\$30,911.00
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## Comments

Contract Subscription Term Dates: 10/1/2024-09/30/2027

The first-year (a.k.a., "Y1") contract amount, pursuant to this Order Form is: \$12,632

When applicable, years two and beyond will be billed in advance, pursuant to the pricing provided within this Order Form.

As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable. First-year contract fees will be invoiced according to the following payment schedule:

Year 1 User Licenses & Set-Up Fees: \$9,992

CaseWorthy increases annual Subscription Fees by about 5% each year to account for the rising costs of doing business.

## Purchase terms

Client has reviewed and accepted the Professional Services Scope of Work: <https://inbound.caseworthy.com/sow-professional-services>

This contract includes a Touch integration. By purchasing ServTracker's TouchScreen (TS Module), Client acknowledges this product requires a static IP address for use.

Section 8.2.1 is amended to:

**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.

Section 18 Governing Law is amended to:

1. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to the laws of the State of Nevada. The parties agree that any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada either in the First Judicial District Court, the Third Judicial District Court, or the United States District Court in Reno, Nevada.

Client has reviewed and accepted the Master Subscription Agreement

<https://inbound.caseworthy.com/combined-msa-baa>

If you are unable to access the link above, please let us know and a copy of the MSA will be provided for you.

By signing this document, I agree to the terms and conditions.



## Signature

Upon signature by Client, submission to Accessible Solutions, LLC, and acceptance by

Accessible Solutions, LLC's Corporate Office, this Order Form shall become legally binding and governed by the

Master Subscription Agreement between Accessible Solutions, LLC and Client, unless this Order Form is rejected

by Accessible Solutions, LLC. Accessible Solutions, LLC may reject this order form if (1) the signatory does not have the

authority to bind Client to this Order Form, (2) changes have been made to this Order Form (other than completions of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match the rest of the Order Form.

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Austin Osborne**

aosborne@storeycounty.org

**Lauren Schmidt**

lschmidt@caseworthy.com



## MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT"), ALONG WITH ANY EXHIBITS ATTACHED HERETO, GOVERNS THE LICENSE GRANT AND USE BY CLIENT OF ANY SOFTWARE AS A SERVICE ("SaaS") PLATFORMS AND SERVICES PROVIDED BY CASEWORTHY, INC. OR ANY OF ITS SUBSIDIARY ENTITIES, INCLUDING 'MEDISKED, LLC' AND 'ACCESSIBLE SOLUTIONS, LLC' (ALL TOGETHER "CASEWORTHY, INC.") BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT AND THE SPECIFIC CASEWORTHY, INC. PLATFORM(S) TO BE USED, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT. IF CLIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CLIENT REPRESENTS THAT CLIENT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CLIENT DOES NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CLIENT MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### Update Notice

**The CaseWorthy, Inc. Master Subscription Agreement was last updated on April 11, 2024.**

To view the version of the Master Subscription Agreement in place at the execution of your contract, please contact [legal@caseworthy.com](mailto:legal@caseworthy.com) and a copy will be provided for you.

Client may not access the Services if Client is a direct competitor of CaseWorthy, Inc., except with prior written consent from CaseWorthy, Inc.

This Agreement is effective between Client and CaseWorthy, Inc. as of the date of Client accepting this Agreement as specified in the Order Form.



WHEREAS, Client requires Internet application hosting, backups, and related services (the "Hosting Service");

WHEREAS, Client requires technical support, troubleshooting, upgrades, and updates (the "Support Service");

WHEREAS, Client requires implementation and training on use of the SaaS and related services (the "Professional Service");

WHEREAS, Client requested a proposal from CaseWorthy, Inc. for such SaaS, Hosting Service, Support Service, and Professional Service, collectively the "Services";

WHEREAS, CaseWorthy, Inc. has experience and expertise in the business of providing the Services, including the design, selection, and implementation of data schema, message formats, data feed rules, alters and reporting, and in the design, coding and testing of software in connection therewith;

WHEREAS, CaseWorthy, Inc. submitted a proposal to Client to perform such Services on behalf of Client;

WHEREAS, based on CaseWorthy, Inc.'s superior knowledge and experience relating to such Services, Client has selected CaseWorthy, Inc. to manage and provide the Services;

WHEREAS, CaseWorthy, Inc. wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Client Content are critical to the operation of Client's business;

WHEREAS, CaseWorthy, Inc. has agreed to provide the Services to Client, all on the terms and conditions set forth herein; and,

WHEREAS, Client has executed documents for placing orders hereunder, including addenda and supplements thereto ("Order Form") identifying the CaseWorthy, Inc. platform(s) to be licensed to Client, an agreed upon Scope of Work ("SOW") setting forth the detailed boundaries and specifics of Client's unique engagement with CaseWorthy, Inc., each of which are deemed incorporated herein by reference to this Agreement.

NOW, THEREFORE, CaseWorthy, Inc. and Client agree as follows:



Order Form as being bound by the terms of this Agreement.

- b. **"Client Content"** shall be defined as the information and data entered into Client's instance(s) of the chosen CaseWorthy, Inc. platform(s) by Client, its agents, subcontractors, or Users, that is necessary to create the database related to Client's use of the SaaS over the internet.
- c. **"Hosting Service"** shall be defined as the Internet application hosting, backups, and related services provided by CaseWorthy, Inc.
- d. **"Professional Service"** shall be defined as the configuration services and separate training services provided by CaseWorthy, Inc. on the use of the SaaS and other related services necessary to facilitate Client's initial use of the SaaS.
- e. **"Order Form"** shall be defined as the purchase order form executed between Client and CaseWorthy, Inc. that identifies the CaseWorthy, Inc. platform(s) and Services to be purchased and their price, including any additional terms and conditions contained therein.
- f. **"Platform"** or **"Application"** shall refer to the specific web-based software application product(s) included on Client's executed Order Form.
- g. **"SaaS"** shall be defined as the software-as-a-service offering provided by CaseWorthy, Inc. and hosted on CaseWorthy, Inc.'s application servers.
- h. **"Scope of Work"** shall be defined as the document setting forth the detailed boundaries and specifics of Client's unique engagement with CaseWorthy, Inc..
- i. **"Service"** shall be defined as any or all of the services provided by CaseWorthy, Inc., including the SaaS, the Hosting Service, the Support Service, and the Professional Service.
- j. **"Support Service"** shall be defined as the technical support, troubleshooting, upgrades, and updates relating to the SaaS provided by CaseWorthy, Inc..
- k. **"User"** shall be defined as personnel authorized by Client to access Client's instance(s) of the chosen CaseWorthy, Inc. platforms, the number and identity of which may be amended from time to time by mutual agreement, not to be unreasonably withheld.

## 2. Grant of License; Activation

2.1 Subject to the terms and conditions herein, CaseWorthy, Inc. hereby grants Client a nonexclusive, nontransferable and non-sub-licensable license (the "License") to (i) access and utilize the SaaS on CaseWorthy, Inc.'s application servers over the Internet, and (ii)





Authorized personnel are hereafter referred to as "Users", the number and identity of which may be amended from time to time by mutual agreement, not to be unreasonably withheld.

2.2 "Activation" shall be defined as (i) installation of the most recent version of the SaaS on CaseWorthy, Inc.'s application server, and (ii) providing Client with access thereto so that it can be utilized by Client in accordance with the terms of this Agreement.

2.3 CaseWorthy, Inc. shall complete Activation of the Platform for Client within one (1) month of execution of this Agreement.

2.4 Client acknowledges that its purchase of Services from CaseWorthy, Inc. is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CaseWorthy, Inc. regarding future functionality or features, unless specifically described in the Order Form or Scope of Work.

### **3. Access and Use**

3.1 Client will have access to the SaaS for the purpose of using the SaaS for its intended purpose and in accordance with the specifications set forth in any documentation relating to the SaaS provided by CaseWorthy, Inc.

3.2 Client, or its agents, subcontractors, and Users will use the SaaS only for its internal business operations and communications between and among itself and the Users, and will not permit the SaaS to be used by or for the benefit of anyone other than Client or the Users, and its agents or subcontractors. Client will not have the right to re-license or sell rights to access and/or use the SaaS or to transfer or assign rights to access or use the SaaS, except as expressly provided herein. Client shall not, nor shall it permit its Users to, (i) disassemble, decompile, reverse engineer, copy, modify, transcribe, store, translate, adapt, modify, sell, lease, sublicense, or otherwise transfer, make available or distribute any part of or right to use the Services, or its applicable documentation, in whole or in part, or (ii) use the Services for the benefit of a third party or to operate it in a bureau capacity. Client agrees to use the SaaS in a manner that complies with all applicable laws, including but not limited to laws regarding the use and/or protection of intellectual property and copyrights. CaseWorthy, Inc. expressly reserves all rights not expressly granted to Client herein.

3.3 Client will not: (i) transmit or share identification or password codes to or with persons other than authorized users under the terms hereof, (ii) permit such identification or





3.4 Client shall be solely responsible for assigning and ensuring the security and confidentiality of all usernames and passwords with respect to access to and use of the SaaS by its authorized Users. Client acknowledges that it will be fully responsible for all liabilities incurred through the use of any username with respect to the SaaS assigned by Client and that any transactions on the SaaS under a username assigned by Client will be deemed to have been performed by Client. Client shall notify CaseWorthy, Inc. immediately of any unauthorized uses of any username. Use of any username or password assigned by Client other than as provided in this Agreement shall constitute a breach of this Agreement by Client.

3.5 Additional terms and conditions ("CaseWorthy, Inc. ASP Terms and Conditions of Use Agreement") may appear on the user login web page. CaseWorthy, Inc. shall provide a standard ASP Terms and Condition of Use Agreement, viewable at Web Link #1 in Section 30 of this Agreement (<https://caseworthy.com/terms-of-use/>), however Client may provide their own terms and conditions of use and/or update the CaseWorthy, Inc. ASP Terms and Conditions of Use Agreement subject to approval by CaseWorthy, Inc.. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

3.6 Verification of Use. CaseWorthy, Inc. shall have the right to monitor use of the Application to verify compliance with the Agreement.

3.7 Storage Allocation for CaseWorthy, Inc. Platforms and Services. CaseWorthy, Inc. will provide Hosting Services with appropriate hosting technology and storage on the database application servers for Client's use of SaaS and storage of Client Content. Storage media will meet then-current minimum standards throughout the term, with technology and capacity updated as reasonably necessary to provide Services to Client. Client shall receive storage space equivalent to the aggregate of one (1) gigabyte per individual member record maintained in Client's site. The actual storage allocation allotment will be counted based upon the aggregate number of member records, and not on a per-individual member basis. Additional storage may be purchased at market rates should the need arise. CaseWorthy, Inc. will provide written notice to Client within ten (10) business days of Client using at least seventy percent (70%) of allotted storage.



Clinical Health Act ("HITECH") requires the implementation of measures to protect the security of electronic protected health information that may be maintained or transmitted by CaseWorthy, Inc. during the course of its provision of the Services. Notwithstanding anything to the contrary, CaseWorthy, Inc. warrants and covenants that, at no additional cost to the Client, any of Services containing Client Content will have all technical security features required by HIPAA's security regulations, as amended or changed by HITECH. All technical security features of the Services shall meet the minimum standards set forth in HIPAA's security regulations, as amended or changed by HITECH. Without limiting the foregoing, CaseWorthy, Inc. shall maintain the Services in accordance with industry best practices and commercial reasonability with regard to security and privacy protection, and all Client Content shall be encrypted at all times, both at rest and in transit. Throughout the term of this Agreement, at no additional charge to Client, CaseWorthy, Inc. represents, warrants and covenants that the Client Content stored by CaseWorthy, Inc. shall be stored in a secure manner and that it shall backup a copy of all Client Content to a remote disaster recovery data center maintained by CaseWorthy, Inc. to enable the restoration of data in the event of a loss of data.

3.9 CaseWorthy, Inc. will register and maintain one (1) unique domain name for Client to access the SaaS unless otherwise specified in Order Form.

3.10 Equipment. The Services will be developed to be supported for use on standard internet browsers and hardware. Client agrees to use the Services from the regularly updated list of supported internet browsers and equipment. The list is available at Web Link #2 in Section 30 of this Agreement ([www.caseworthy.com/compatibility](http://www.caseworthy.com/compatibility)). Client acknowledges and agrees that use of the Service is dependent upon Client's access to telecommunications and Internet services. Client will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and computer operating software required to access and use SaaS. CaseWorthy, Inc. will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising solely from Client's use of such telecommunications and Internet services other than as intended herein.

3.11 Mobile Support. Mobile/Web Support. The Services will be developed to be supported for use on standard mobile internet browsers and hardware. Client agrees to use the Services from the regularly updated list of supported internet browsers and equipment. The



whatsoever over any data or communications entered, sent or managed by Users while accessing the Service and that Client is solely responsible for the Client Content. Client covenants that at no time shall Client Content contain (i) any defamatory, (ii) any obscene, pornographic or otherwise unlawful information, data or material, provision of the Service or (iii) any information whose use in connection with the Services infringes the intellectual property rights of any third parties and shall indemnify, defend, and hold CaseWorthy, Inc. harmless from and against any and all losses, liabilities, claims, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with such content to the extent that the information was entered, sent, received, created and posted on Client's CaseWorthy, Inc. platform instance(s). In the event that Client requests CaseWorthy, Inc. (and CaseWorthy, Inc. agrees) to enter and/or process information on Client's behalf, Client shall be responsible for verifying all such information promptly prior to CaseWorthy, Inc.'s processing and, without limiting CaseWorthy, Inc.'s remaining obligations, representations or warranties set forth elsewhere under this Agreement, Client acknowledges that CaseWorthy, Inc. shall not be responsible for the accuracy (or inaccuracy) of any such information that it processes or any issues that may arise out of its processing of such information. In the event that inaccurate data is processed by CaseWorthy, Inc., CaseWorthy, Inc.'s sole liability, and Client's exclusive remedy, shall be for CaseWorthy, Inc. to make a good faith effort to correct the affected data or remove the inaccurate information from its database. CaseWorthy, Inc. is under no obligation to review the Client Content for accuracy, potential liability or for any other reason. All Client Content will be stored in the United States, unless consent to store it outside the United States is given in writing by Client.

3.13 Data Retention. Client agrees that CaseWorthy, Inc.'s obligation to keep or maintain any Client Content shall not extend beyond sixty (60) days after the expiration or termination of this Agreement; provided, however, CaseWorthy, Inc. will provide Client with a digital copy of the Client Content as set forth in Section 8.5.1.

3.14 Compliance with Laws. Client shall not use or permit the Service to be used (i) in violation of any applicable national, state, or local law or regulation, including without limitation any laws governing access to the Service or governing the Client Content; or (ii) in ways that infringe the rights of others, or interfere with other users' use of the Service. CaseWorthy, Inc. reserves the right to suspend the Service (or any portion thereof)



will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

3.15 Suspension of Application. CaseWorthy, Inc. may immediately suspend Customer's use of the Application if continued use may result in material harm to the Application or its users, including other customers of CaseWorthy, Inc.. CaseWorthy, Inc. will promptly notify Customer of the suspension. CaseWorthy, Inc. will limit the suspension in time and scope as reasonably necessary under the circumstances.

#### 4. Price; Payment

4.1 Client shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in the Order Form;

4.1.1 Fees are based on Services purchased and not actual usage.

4.1.2 Payment obligations are non-cancelable, and fees paid are non-refundable.

4.2 If CaseWorthy, Inc. is required to pay or collect any federal state, local or value added tax on any fees charged under this Agreement, or any similar taxes or duties levied by any governmental authority, excluding taxes levied on CaseWorthy, Inc.'s net income, then such taxes and/or duties will be billed and paid by Client immediately upon receipt of CaseWorthy, Inc.'s invoice and supporting documentation for the taxes or duties charged.

4.3 All undisputed invoice terms are due thirty (30) days on receipt unless otherwise specified on Order Form.

4.4 Price Adjustments. After the initial Contract end date as listed in the Order Form, unless otherwise indicated on the Order Form, CaseWorthy reserves the right to increase the Client's recurring fees, as identified on the Order Form, up to once annually. This increase will not exceed 4.0% per annum unless CaseWorthy provides at least one hundred twenty (120) days of notice of an increase exceeding 4.0% per annum before the next annual period of the Subscription Term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of CaseWorthy's right to do so at a later date.



development.

4.6 All undisputed payments not made within thirty (30) days after they become past due shall be subject to late charges of the lesser of (i) three percent (3%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law.

4.7 Client acknowledges and agrees that Client will not disclose CaseWorthy, Inc. pricing structure or any compensation given to CaseWorthy, Inc. for services provided to Client by CaseWorthy, Inc. to any third parties, except as required by law, or to its representatives with a need to know, subject to confidentiality terms reasonably acceptable to Client.

## 5. Ownership of Intellectual Property

Title to any proprietary rights in the SaaS or CaseWorthy, Inc.'s platform(s) will remain in and be the sole and exclusive property of CaseWorthy, Inc.. Client will be the owner of all Client Content and any other content created and posted by Client on the SaaS.

5.1 Ownership of SaaS. Except for the express licenses granted to Client in Section 2 hereof, all right, title and interest to the SaaS, the software applications and websites necessary to provide the SaaS, any applicable software or SaaS documentation and any other information or materials provided to Client by CaseWorthy, Inc. under this Agreement, including, without limitation, all intellectual property rights therein, shall at all times remain solely with CaseWorthy, Inc. and/or its affiliates. Except as expressly permitted under this Agreement, Client shall not, nor shall it permit its Users to, (i) disassemble, decompile, reverse engineer, copy, modify, transcribe, store, translate, sell, lease, sublicense, or otherwise transfer, make available or distribute any of the SaaS, the platform(s), or applicable documentation, in whole or in part, or (ii) use the SaaS for the benefit of a third party or to operate it in bureau capacity.

5.2 Ownership of Client Content. As between Client and CaseWorthy, Inc., all right, title and interest to the Client Content shall at all times remain solely with Client; provided, however, CaseWorthy, Inc. may copy, display, distribute and use the Client Content to the extent necessary for CaseWorthy, Inc. to perform its obligations under this Agreement.

5.2.1 CaseWorthy, Inc. shall, in compliance with law including but not limited to HIPAA and HITECH, have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze any data or information in a format that complies with de-





owned by CaseWorthy, Inc. and may be used by CaseWorthy, Inc. for any lawful business purpose without a duty of accounting to Client, and subject to the following conditions of use:

5.2.1.1 Internal Use of Blind Data. CaseWorthy, Inc. reserves the right to capture, analyze, extract, compile, and make use of internally all Blind Data, in compliance with law including but not limited to HIPAA and HITECH. CaseWorthy, Inc. internal use of Blind Data will include but is not limited to the capture and analysis of such data for the purposes of process, product, platform, or feature enhancements and improvements.

5.2.1.2 External Use of Blind Data. To the extent that Blind Data is captured and disseminated externally, CaseWorthy, Inc. shall use Blind Data only in an aggregated form, without identifying the source of the Blind Data. Without assuming any obligations or liabilities of Client, CaseWorthy, Inc. agrees to comply with any applicable U.S. laws and regulations respecting the dissemination and use of such Blind Data.

## **6. Technical Support, Updates, and Upgrades**

6.1 CaseWorthy, Inc. shall make most recently revised documentation available to Client. Manuals may be shared with authorized partners or providers supplying content to support Client's internal business requirements. By way of example this may include a provider using Client's instance of the platform.

6.2 CaseWorthy, Inc. shall make most recently revised Recorded Trainings available to Client. Recorded Trainings may be shared with authorized partners or providers supplying content to support Client's internal business requirements. By way of example this may include a provider using Client's instance of the platform.

6.3.3 Client shall provide and maintain a current list of no more than 5 (five) employees ("Client System Contacts") that may contact CaseWorthy Support Help Desk on behalf of Client and open Support Tickets, unless otherwise specified on Order Form. A "Support Ticket" shall be defined as any request related to a single issue from Client to provide assistance, via Support Portal, email, chat and/or telephone, regarding the use and/or functionality of the SaaS.

6.3.3.1 The Client System Contacts will be responsible for managing Client's resources required to fulfill Support Help Desk team requests.



including change requests.

6.3.3.4 The Client System Contacts will request and obtain approval for additional SaaS Support Services prior to the performance of such additional services, if desired by Client.

6.3.3.5 For Clients utilizing medical billing system features, among the Client System Contacts, Client must designate a primary system "Billing Contact", to whom the CaseWorthy Support Help Desk can contact regarding medical billing issues and who can take appropriate steps on behalf of Client to resolve such issues.

6.4 CaseWorthy, Inc. shall provide a Support Help Desk to assist with provision of solutions and/or workarounds to each Support Ticket.

6.5 The CaseWorthy Support Help Desk shall be available during "business hours," defined as Monday to Friday, between the hours of 8:00 am EST and 6:00 pm EST. The Help Desk shall be closed on legal holidays, including but not limited to the following:

- New Year's Day (January 1 or observed).
- President's Day (Third Monday in February).
- Memorial Day (Last Monday in May).
- Juneteenth (June 19 or observed).
- Independence Day (July 4 or observed).
- Labor Day (First Monday in September).
- Thanksgiving Day (Fourth Thursday in November).
- Day after Thanksgiving (Fourth Friday in November).
- Christmas Eve (December 24 or observed).
- Christmas Day (December 25 or observed).

6.6 Support Service Level and Response Times. Support Service level response is based on ticket priority. Response and resolution times may be impacted by availability of Client internal support, if required, to assist in investigation or resolution.

CaseWorthy, Inc. shall use diligent and commercially reasonable efforts to supply a correction or reasonable workaround to Client as soon as feasible. Although CaseWorthy, Inc. will endeavor to provide a resolution for all errors within the times indicated below,



CaseWorthy, Inc. provides Client with at least thirty (30) days written notice of such changes, and (ii) such changes do not materially diminish CaseWorthy, Inc.'s overall technical support obligations to Client as set forth herein. CaseWorthy, Inc. provides a self-service portal for self-service update capabilities. In addition, the following table outlines response time and update frequency to resolution:

Priority Level	Priority Detail	Definition	Target Fix SLA (Days)	Update Frequency
HIGH	PO	<b>Urgent:</b> SaaS or associated platform(s) is down; Client cannot access SaaS or related platforms	Same Day	Hourly
HIGH	P1	<b>Critical Need:</b> SaaS or Client Content is unavailable for any individual Client Site; or core functionality is impacted without a workaround.	1 Day	Hourly (as appropriate)
HIGH	P2	<b>System Restricted:</b> SaaS can only be used with reduced functionality; or core functionality impacted with a workaround; or ancillary functionality impacted without a workaround.	Next Scheduled Release	Daily (as appropriate)
LOW	P3	<b>Intermittent Problem:</b> SaaS is occasionally experiencing problems; or ancillary functionality is not working as designed and a workaround is available.	Next Scheduled Release or other mutually agreed upon timeframe	Weekly (as appropriate)





		enhancement.		
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6.7 Support inquiries, whether initiated electronically, by telephone, or otherwise, will be recorded by CaseWorthy, Inc. in the support team ticket-tracking system. All inquiries will be assigned a tracking number that will be used to communicate with the Client and to track the progress of a specific support call or inquiry.

6.8 Client acknowledges that the SaaS is updated from time to time by CaseWorthy, Inc.. CaseWorthy, Inc. will make best efforts to communicate updates to Client. Client shall receive all standard updates and upgrades relevant to the License. CaseWorthy, Inc. will make best efforts to communicate updates to Client in advance and shall schedule implementation of such upgrades in a manner that minimizes the impact to Client’s business. CaseWorthy, Inc. shall provide written explanation to Client of all updates, upgrades, and new versions and shall provide help files, updated documentation, and training, as reasonably necessary to ensure Client’s continued ability to use SaaS without impact or interruption to its business.

6.9 Updates shall be defined as new features, enhancements, patches, upgrades, and service packs applied to the SaaS. No update, upgrade, or new version of SaaS or the software shall degrade or diminish the functionality of SaaS available to Client, and all updates, upgrades, or new versions of SaaS or the software shall continue to support the specific configurations and customizations and interfaces applicable to Client’s instance of SaaS.

6.10 CaseWorthy, Inc. will use commercially reasonable efforts to ensure that updates are tested, and without defect, subject to Section 9 (Warranty and Disclaimer) herein.

6.11 CaseWorthy, Inc. shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, its agents, subcontractors, or Users.

7. SaaS Availability



of this Agreement (measured monthly) except: (i) planned interruptions outside of normal business hours, for which CaseWorthy, Inc. has given Client at least eight (8) hours advance notice; and (ii) unplanned interruptions arising from circumstances beyond CaseWorthy, Inc. reasonable control, including, without limitation, Force Majeure, computer hardware, software, network, or telecommunications failures or delays involving hardware or software not within CaseWorthy, Inc.'s possession or reasonable control, network intrusions and denial of service attacks, provided that CaseWorthy, Inc. will use best practices to prevent such network intrusions and denial of service attacks.

**7.1.1 Hosting Service Level Uptime Availability Guarantee.** CaseWorthy, Inc. shall use reasonable efforts to endeavor to have the Service available 99.9% of the time (measured monthly) excluding Excused Downtime. "Excused Downtime" means (i) CaseWorthy, Inc.'s planned downtime for pre-scheduled maintenance. CaseWorthy, Inc. will use commercially reasonable efforts to schedule planned downtime at a time and manner reasonably anticipated to minimize disruptions to all of its affected clients; (ii) downtime for unscheduled system emergency maintenance, (iii) downtime caused by misuse or errors caused by Client or Client's system, or (iv) downtime due to other causes outside of the reasonable control of CaseWorthy, Inc., including without limitation malfunction or cessation of Internet services by any third-party network or Internet service provider.

**7.1.2** CaseWorthy, Inc. shall maintain HIPAA/HITECH Business Associate Agreement with each third-party data center owner(s).

**7.2 Network Availability.** For each period of Network Downtime in excess of four (4) consecutive hours experienced by Client in any calendar month, Client shall be entitled to receive a one (1) day Service Credit. Client shall be entitled to receive a one (1) day Service Credit for each additional four (4) consecutive hour increment that any period of Network Downtime continues over such initial four (4) consecutive hour duration unless described in Section 7.1(i). Client may request such Service Credits through contacting the CaseWorthy, Inc. Support Help Desk, as described in Section 7.2.1 below. For the purposes of this Section 7, "*Network Downtime*" shall be defined as a continuous P0 event as described in the Support Service Level Priority table in Section 6.6.

**7.2.1 Remedy Requirements.** Upon Client's written request to CaseWorthy, Inc. made within 30 business days of the last day of the month in which the relevant Service Level was not met, Client shall be entitled to Service Credits. A credit shall be applied only to the



CaseWorthy, Inc. is past due.

7.3 Backup Policy. CaseWorthy's platforms employ a variety of data storage and database management technologies. Regardless of the technology, these solutions are implemented in a high-availability model, with data replicated between multiple zones within a public cloud provider's region. In the event of a failure of this high availability architecture, technologies such as log backups are also used to take periodic snapshots of data as it changes, enabling point-in-time recovery in support of a disaster recovery point objective (RPO) of less than 10 minutes. In cases where traditional database backups are applicable, CaseWorthy maintains the following backup retention schedule.

7.3.1 Daily Backups: 14 days storage, 90 days archive storage, expiration following 90 days.

7.3.2 Weekly Backups: 14 days storage, 365 days archive storage, expiration following 1 year.

7.3.3 Monthly Backups: 14 days storage, 10 years archive storage, expiration after 10 years.

CaseWorthy, Inc. shall have the right to modify the Backup Policy, provided that such changes do not materially diminish CaseWorthy, Inc.'s overall backup obligations to Client.

7.4 SOC Report Availability. CaseWorthy, Inc. will work with Client to allow Client to obtain an annual SOC-2 or similar report for CaseWorthy, Inc.'s third-party data hosting partner.

7.5 Third-Party Software and Integrations. The Services may include integrations with web services made available by third parties that are accessed through the Services and which are subject to terms and conditions with those third parties, for which CaseWorthy, Inc. has acquired appropriate licenses. Those third-party web services are not part of the Services and this Agreement does not apply to them.

Any open-source components of the Services are subject to the applicable third-party license or subscription terms; CaseWorthy, Inc. will make a list of the third-party software components and their licenses available upon request. Other third-party software that is embedded in the Services, or is provided by CaseWorthy, Inc. as an integrated part of the Services, is provided by CaseWorthy, Inc. to Client pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such third-



8.1 Term. This Agreement shall commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. **THE TERM OF ANY ORDER FORM FOR THE GRANT OF LICENSE AND ACTIVATION OF THE SAAS SHALL BE FOR A MINIMUM OF TWELVE (12) MONTHS, UNLESS OTHERWISE SPECIFIED ON THE ORDER FORM. EXCEPT AS OTHERWISE SPECIFIED IN THE APPLICABLE ORDER FORM, AND UNLESS EITHER CLIENT OR CASEWORTHY, INC. PROVIDES NINETY (90) DAYS NOTICE NOT TO RENEW PRIOR TO THE RENEWAL DATE, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ADDITIONAL TWELVE (12) MONTH PERIODS.**

8.2 Termination for Cause. This Agreement may be terminated for Cause in the event of either of the following (either of which is hereby defined as "Cause"):

8.2.1 If Client fails to make any payment due hereunder, and fails to cure such breach within sixty (60) days after being given notice by CaseWorthy, Inc., then CaseWorthy, Inc. may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable. Host may choose (at its discretion) not to exercise its rights in this subsection if Client is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

8.2.2 Except as set forth in subsection 8.2.1 above, either party may terminate this Agreement immediately (a) in the event the other party commits a material breach of this Agreement and such breach continues for a period of fifteen (15) days following written notice of such breach being given to the breaching party; or (b) if the other party shall make an assignment for the benefit of its creditors, or any voluntary or involuntary proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of the other party's assets or any other proceeding under any law for relief from creditors shall be instituted by or against the other party (and such proceeding is not dismissed within sixty (60) days from the filing date).

8.2.3 In the event of a termination of this Agreement by Client for cause under Section 8.2, Customer will be entitled to a pro-rata refund in the amount of the unused portion of pre-paid fees for the subscription term calculated as of the effective date of termination, and Client will be released from its obligation to pay fees due for periods after the effective date of termination.



effective date of termination occurs in a month following the minimum initial term of twelve (12) month period. Client is responsible for payment of all fees through the end date of the current term as described in Section 8.1, or the end of ninety (90) days, whichever is greater.

8.4 Suspension of Service and Acceleration. If any amount owed by Client under this or any other agreement for CaseWorthy, Inc. services is thirty (30) or more days overdue, CaseWorthy, Inc. may, without limiting its other rights and remedies herein, accelerate Client's unpaid fee obligation under such agreements so that all such obligations become immediately due and payable, and suspend Services to Client until such amounts are paid in full. CaseWorthy, Inc. will give Client ten (10) days' prior notice that Client's account is overdue, in accordance with Section 14 (Notice), before Services are suspended.

8.5 Effect of Termination. Upon termination of this Agreement, all rights granted to Client under this Agreement shall terminate, each party shall return all copies of the other party's Confidential Information (as defined in Section 10.1 of this Agreement), and Client shall pay CaseWorthy, Inc. for the Services through the effective date of termination. Additionally, upon Client's written request, CaseWorthy, Inc. shall deliver to Client, at Client's expense, a copy of the then-most recent data extract of the Client Content in a media and format mutually agreeable to both CaseWorthy, Inc. and Client. CaseWorthy, Inc. will deliver such extract to Client within thirty (30) days of its receipt of such a request. Expiration or termination of this Agreement shall not affect obligations that accrued prior to the effective date of termination of this Agreement. The obligations of the parties under Sections 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 28, and 30 shall survive termination of this Agreement.

8.5.1. In the event of termination and upon Client's written request, Client shall have the option to have their instance of the MediSked, LLC platform(s) put into a read-only format, to allow Client to continue to access Client Content within the MediSked, LLC platform(s). The cost of the read-only option shall be quoted separately at the time of Client's request, and Client understands that this option is read-only; Client will not be able to enter further Client Content or perform other functions within the MediSked, LLC platform(s).

## 9. SaaS Warranty and Disclaimer

9.1 Mutual. Each party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement.





the SaaS to CaseWorthy, Inc. in writing within thirty (30) days of Client's discovery of any such defect.

9.3 Quality and Timeliness of Service. The Services provided hereunder shall be performed in a timely and professional manner by CaseWorthy, Inc.'s project personnel and permitted subcontractors, having the level of skill sufficient to fulfill all requirements of this Agreement.

9.3 DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION 9 ARE THE ONLY WARRANTIES MADE BY THE PARTIES WITH RESPECT TO ACTIVITIES UNDER THE AGREEMENT. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. CASEWORTHY, INC. DOES NOT WARRANT THAT CLIENT'S USE OF THE SAAS SHALL BE UNINTERRUPTED OR ERROR FREE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON CASEWORTHY, INC. WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

CLIENT ACKNOWLEDGES THAT ITS USE OF THE SAAS IS ENTIRELY AT ITS OWN RISK. CLIENT AGREES THAT CASEWORTHY, INC. WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (i) USE OF OR INABILITY TO USE THE SAAS, (ii) INTERRUPTION OF BUSINESS, (iii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PLATFORM(S) OR THE SAAS, (iv) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION OR (v) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY MEDICAL PAYMENT PROCESSORS.

9.4 Compliance with Law. CaseWorthy, Inc. agrees that it and its Services shall comply with all applicable federal and state laws, rules and regulations (collectively, "Applicable Laws and Regulations"). Throughout the Term of the Agreement, CaseWorthy, Inc. agrees to make modifications to the Services at no additional charge to the Client to ensure the Services conform to all Applicable Laws and Regulations or, if CaseWorthy, Inc. determines in good faith that such changes would not be commercially feasible, CaseWorthy, Inc. may terminate this Agreement as provided in Section 8.



9.6 SaaS Availability Warranty. CaseWorthy, Inc. warrants that throughout the term of this Agreement, the Services provided hereunder will meet the availability levels described further in Section 7 above, subject to such exceptions as permitted under the terms of this Agreement.

9.7 Warranty Exclusions. The CaseWorthy, Inc. warranties in Section 9 will not apply if:

- (a) The Services are not used in accordance with this Agreement or any applicable documentation;
- (b) Any non-conformity is caused by Client, or by any product or service not provided by CaseWorthy, Inc.;
- (c) Without the direct involvement of CaseWorthy, Inc. personnel, the Services or parts of the Services are configured solely by Customer or a third party using the CaseWorthy, Inc. apBuilders toolset;
- (d) The Application was provided for no fee.

## 10. Confidentiality

10.1 Definition. By virtue of this Agreement, each of the parties may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include the intellectual property of a party and its technical information, Client lists, business plans, organization policies, software, in both source code and object code forms, concepts, design architectures, specifications, processes, techniques, algorithms, know-how, source materials, training materials, maintenance information and materials, and other information that is labeled or otherwise designated as confidential or that by its nature would reasonably be expected to be kept confidential. Client acknowledges that the SaaS and other content provided by CaseWorthy, Inc. in connection with operation of the Services and maintained on CaseWorthy, Inc.'s application server as part of the Website (as both are defined in the Terms) embody logic, design and coding methodology that constitute valuable confidential information that is proprietary to CaseWorthy, Inc. Client will safeguard the right to access the Services and the Website (as both are defined in the Terms) and the SaaS and other software installed on CaseWorthy, Inc.'s application server using the same standard of care that Client uses for its own



as well as CaseWorthy, Inc.'s price lists. Client's Confidential Information shall include the Client Content. In addition to the terms of this Agreement, the Business Associate Agreement, and all applicable HIPAA and HITECH laws and regulations shall regulate any personal health information exchanged between the parties through the Service.

10.2 Each Party acknowledges that in the event of a breach of this Section 10, damages may not be an adequate remedy and the disclosing Party may be entitled to, in addition to any other rights and remedies available under the Agreement or at law or in equity, injunctive relief related to any such breach or threatened breach. In the event of legal proceedings relating to Confidential Information, the receiving Party will cooperate with the disclosing Party and comply with applicable law (all at disclosing Party's expense) with respect to handling of the Confidential Information.

10.3 Exclusions. Notwithstanding the previous paragraph, a party's Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party not bound by a duty of non-disclosure; or (iv) is independently developed by the other party without access to or use of the Confidential Information.

10.4 Nondisclosure. The parties agree, both during the Term of this Agreement and thereafter, to hold each other's Confidential Information in confidence and not to disclose or use, except in performance of its obligations or enjoyment of its rights under this Agreement, the other party's Confidential Information. Each party agrees, with respect to the other party's Confidential Information, to use the same degree of care that it uses to protect its own Confidential Information of a similar nature and value to ensure that such other party's Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement; provided, that such standard of care shall in no event be less than a reasonable standard of care.

10.5 Required Disclosure. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that such disclosure is required by law or court order, provided however, that the receiving party shall use reasonable commercial efforts to provide the disclosing party prior written notice of such disclosure.





Without limiting the right to otherwise enforce the terms hereof, the following indemnification provisions are hereby provided:

11.1 Indemnification by CaseWorthy, Inc. CaseWorthy, Inc. shall indemnify, defend and hold Client harmless from and against any and all losses, liabilities, claims, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with any of the following:

11.1.1 Any claim by Client that CaseWorthy, Inc., or employees, subcontractors, vendors or agents of CaseWorthy, Inc., have materially breached the terms of this Agreement;

11.1.2 Any claim by a third party that the Services infringe any United States patent, copyright, trademark or other proprietary right by defending against such claim and paying all amounts that a court finally awards or that CaseWorthy, Inc. agrees to in settlement of such claims.

11.1.3 Any claims, lawsuits, demands and judgments arising out of, or in connection with, any act or omission that compromises the security of Client Content to the extent that the conduct of CaseWorthy, Inc. or of its employees, subcontractors, vendors or agents constituted gross negligence or willful misconduct with respect to the security of the Client Content.

11.1.4 Any claims, lawsuits, demands and judgments arising out of, or in connection with a breach of Section 10 including a breach of the Business Associate Agreement by CaseWorthy, Inc..

11.2 Indemnification by Client. Client shall indemnify, defend and hold CaseWorthy, Inc. harmless from and against any and all losses, liabilities, claims, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

11.2.1 Any claim by CaseWorthy, Inc. that Client, or employees, subcontractors, vendors or agents of Client, have materially breached the terms of this Agreement;

11.2.2 Any claim by CaseWorthy, Inc. that is in connection with the Client Content or use of the Services by Client and its Users in violation of this Agreement, except to the extent that



Client, or to any third party, under the terms of this Agreement to the extent that any third-party claims described herein are based on use of the Service in a manner that violates this Agreement. CaseWorthy, Inc. shall have no liability to Client under Section 11 or otherwise under the terms of this Agreement to the extent that any claim thereunder is based upon: (i) use of the Services in combination with equipment or software not supplied hereunder or not approved by CaseWorthy, Inc. where the Services themselves would not be infringing; (ii) use of the Services in an application or environment for which it was not designed or not contemplated under this Agreement; or (iii) use of the Services in a manner that violates the terms of this Agreement.

11.4 Procedure: Indemnification by one party of the other is conditioned upon the following: (i) the indemnified party promptly notifies the indemnifying party in writing of any claim; (ii) the indemnifying party has control of the defense and all related settlement negotiations; and (iii) the indemnified party cooperates in the defense and furnishes the indemnifying party with all related evidence in its control. The indemnifying party shall not settle any claim for other than monetary damages without the written consent of the indemnified party, which shall not be unreasonably withheld or delayed. If a claim with respect to matters covered under Section 11.1.2 occurs, or in CaseWorthy, Inc.'s opinion is likely to occur, CaseWorthy, Inc. may: (i) procure for Client the right to continue using the Services; or (ii) cause the Service to be replaced or modified so that it becomes non-infringing, provided, however, if neither of these alternatives is reasonably available CaseWorthy, Inc. may terminate this Agreement and CaseWorthy, Inc. shall refund to Client any prepaid fees attributable to the terminated portion of the term of this Agreement. NOTWITHSTANDING ANYTHING ELSE WHICH MAY BE CONTAINED IN THIS AGREEMENT, THE FOREGOING STATES THE ENTIRE OBLIGATION OF CASEWORTHY, INC. UNDER THE TERMS OF THIS AGREEMENT WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SAAS.

## 12. Limitation of Liability

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY



CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO CASEWORTHY, INC.. FOR THE SERVICES, BUT IN NO EVENT SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM FOR SUCH LOSS OR DAMAGE. CASEWORTHY, INC. WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY OR RELATING TO ANY APPLICATION OR SERVICES PROVIDED FOR NO FEE.

ADDITIONALLY, CLIENT ACKNOWLEDGES THAT CASEWORTHY, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF MEDICAL BILLING OR MEDICAL BILLING RELATED SERVICES, WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, EXCEPT TO THE EXTENT THAT CASEWORTHY, INC. HAS ACTED NEGLIGENTLY, OR WITH MALICIOUS PURPOSE.

CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

For purposes of the waivers contained herein, "Medical Billing or Medical Billing Related Services" includes, without limitation, CaseWorthy, Inc. submitting claims, and other information provided to CaseWorthy, Inc. by Client, to Medicare and/ or Medicaid or other applicable government authority, private agency, payer, or clearinghouse.

In the event of any errors with any billing or billing related service provided by CaseWorthy, Inc. under the terms of this Agreement (other than errors (i) arising out of Client's failure to provide CaseWorthy, Inc. with complete and accurate information or (ii) related to non-eligible claims, which, in the case of either subprovisions (i) or (ii) CaseWorthy, Inc. shall have no liability whatsoever), as CaseWorthy, Inc.'s sole responsibility with respect thereto, at its sole cost and expense, will be to use commercially reasonable efforts to correct such errors.

CaseWorthy, Inc. shall provide Client with proof of errors and omissions insurance, upon request, up to one (1) time per year.

### **13. Relation of Parties**



as, independent contractors. Neither party shall have authority to create any obligation for the other party, except to the extent specifically stated herein.

#### **14. Notice**

Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the addresses listed above or such other address that a party may designate in accordance with the provisions of this paragraph. A Notice shall be deemed given if (i) delivered personally, only upon acknowledgement in writing by a person accepting delivery at the address to which delivered; (ii) sent by facsimile, when transmitted provided that confirmation of transmission was received; (iii) sent by overnight delivery, twenty-four (24) hours after having been delivered to a recognized courier for next day delivery; and (iv) sent by certified mail or registered mail, return receipt requested, three (3) days after it is deposited in the United States mail. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

#### **15. Force Majeure**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party (each a "Force Majeure Event").

#### **16. Severability**

If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

#### **17. Assignment**



at any time the right to receive monies due or becoming due. Either Party, may also, without the other Party's consent, assign this Agreement in the event of a sale of all or substantially all of the assigning Party's assets or stock, or a merger or consolidation with or into another entity. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

## **18. Governing Law**

This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of Utah, without regard to the conflict of law provisions thereof. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within Salt Lake County in the State of Utah.

## **19. Disputes**

Any dispute or claims relating to this Agreement or Client's use of the Services shall be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to the Agreement. The binding arbitration will be conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration and Mediation rules (the "Rules"), which are available at Web Link #3 in Section 30 of this Agreement. To initiate arbitration, Client must file their case with the AAA according to the Rules. Information on filing can be found at Web Link #4 in Section 30 of this Agreement. Payment of filing, administration and arbitrator fees will be governed by the Rules. Client may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. Client and CaseWorthy, Inc. agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, Client and CaseWorthy, Inc. waive any right to a jury trial. Client and CaseWorthy, Inc. both agree that either party may bring suit in court to enjoin infringement or modification, or other misuse of intellectual property rights.

## **20. Master Subscription Agreement Changes**

CaseWorthy, Inc. reserves the right at any time to modify specific terms or conditions of Client's use of the Services addressed in this Section 20, including the location of links





immediately and be incorporated into this Agreement. Should material changes be made to this Agreement, CaseWorthy, Inc. will provide Client with prominent notice as appropriate under the circumstances, for example displaying a prominent notice within Client's instance(s) of the CaseWorthy, Inc. platform(s) or by sending Client an email. Client's continued use of the Services will be deemed acceptance of such modifications.

## **21. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

## **22. General**

Client agrees and acknowledges that any acceptance of its application for the Services and the performance thereof will occur at the offices of CaseWorthy, Inc. in Murray, Utah, the location of its principal place of business.

## **23. Facsimile Signatures**

Facsimile signatures shall have the same effect as original signatures.

## **24. Capitalized Terms Incorporation by Reference**

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in any exhibit or attachment to this Agreement. The terms of any exhibit or attachment to this Agreement shall be incorporated herein and made a part hereof to the same extent as if they were a part of this Agreement by being directly stated herein.

## **25. No Third-Party Beneficiaries**

Neither the Users nor any party other than CaseWorthy, Inc. and Client are intended beneficiaries of this Agreement, and no such third party shall have an independent right to enforce any of the terms or conditions hereof.

## **26. Cumulative Remedies**



During the Subscription Term and for a period of 12 months thereafter, unless otherwise agreed by the Parties in writing, neither Client nor any of its subsidiaries or Affiliates shall directly or indirectly solicit for employment or offer employment to any individual who is then employed by CaseWorthy, Inc. or any individual who was employed by CaseWorthy, Inc. or any of its Affiliates and who was in any way related to CaseWorthy, Inc.'s applicable SOWs or performances of Services with Client. If this clause is breached, compensatory damages equal to twelve (12) months of the employee's salary plus any legal expenses involved with the enforcement of this provision shall be paid by Client to CaseWorthy, Inc. However, nothing in this Section 27 shall prohibit the use of a general and open solicitation for employment by Client in a publication or by other means.

## **28. Prohibited Usage in Sanctioned Countries**

Client agrees that it shall not use the Platform for any entities located or domiciled in countries subject to comprehensive sanctions as defined and required under the Office of Foreign Assets Control ("OFAC") list. Client acknowledges and agrees that any attempt provide access to the Platform to such entities shall constitute a material breach of this agreement. In the event of any violation of this provision, CaseWorthy, Inc. reserves the right to immediately suspend or terminate the Client's access to the platform without any liability.

## **29. Subcontractors**

CaseWorthy, Inc. shall have appropriate written agreements with its subcontractors as necessary to bind such subcontractors to the requirements of this Agreement. CaseWorthy, Inc. shall be responsible for the performance (including without limitation non-performance) of its subcontractors hereunder. For the avoidance of doubt, CaseWorthy, Inc.'s internet service provider is not a "subcontractor" for purposes of this section.

## **30. Web Links Referenced in this Agreement**

Links in this section will be periodically updated as necessary to reference the intended information.

Updated April 11, 2024.



### 3. AAA Commercial Arbitration and Mediation

Rules. [https://www.adr.org/sites/default/files/Commercial-Rules\\_Web.pdf](https://www.adr.org/sites/default/files/Commercial-Rules_Web.pdf)

### 4. AAA Claim Initiation

Information. [https://www.adr.org/sites/default/files/document\\_repository/How%20to%20File%20Your%20Arbitration%20Case.pdf](https://www.adr.org/sites/default/files/document_repository/How%20to%20File%20Your%20Arbitration%20Case.pdf)

## 31. Entire Agreement and Conflict of Terms

This Agreement, together with all exhibits, attachments, additional documents, and Order Forms referenced herein, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. In the event of a conflict of terms between this Agreement and the Order Form, the terms of the Order Form shall prevail. Except for as otherwise provided in this Agreement, this Agreement may not be modified or amended, or any provision waived, except in a writing signed by a duly authorized representative of each modifying, amending or waiving party. The failure of any party to require the other party's performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself thereafter. The headings of the sections, paragraphs, and appendices herein are for the parties' convenient reference only and shall not define or limit any of the terms or provisions hereof.

## Exhibit A: Business Associate Agreement

### RECITALS

**WHEREAS**, CaseWorthy, Inc. ("Business Associate") now and in the future may have relationships with Client in which Business Associate creates or receives Protected Health Information (as defined below) for use in providing services or products to Client, pursuant to the terms of a services agreement or other contract between the parties (the "Services Agreement")

**WHEREAS**, Business Associate and Client (each a "Party" and collectively the "Parties") desire to meet their obligations, to the extent applicable, under the Standards for Privacy of





Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and as may be applicable to the services rendered by Business Associate to the Client, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations.

**WHEREAS**, the Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Client ("Protected Health Information"), will be handled between themselves and third parties.

**NOW THEREFORE**, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

**1.1 Services.** (a) Business Associate provides services (which may include transaction services as well as servicing hardware or software products) ("Services") that involve the use and/or disclosure of Protected Health Information. These Services are provided to Client under various agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses and disclosures of Protected Health Information created or received from or on behalf of Client necessary to perform its obligations under the Service Agreements. (b) Business Associate may perform data aggregation for the Health Care Operations of Client.

**1.2. Public Health Activities.** Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b)

**1.3. Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may: (a) consistent with 45 C.F.R. § 164.504(e) (4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and (b) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b). Client acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for



restrictions, conditions, and requirements that apply to the business associate with respect to such information. (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524. (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

## **2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

**2.1. Responsibilities of the Business Associate.** Business Associate agrees to: (a) use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law. Without limiting the foregoing, Business Associate will not sell Protected Health Information or use or disclose Protected Health Information for purposes of marketing, as defined and prescribed in the Privacy Regulation and the American Recovery and Reinvestment Act of 2009 ("ARRA");

(b) report to the Client any use and/or disclosure of the Protected Health Information of which Business Associate becomes aware that is not permitted or required by this Agreement, including but not limited to any breach of unsecured Protected Health Information in compliance with any reporting requirements applicable to Business Associate under regulations implementing ARRA within 5 days of becoming aware of the use/disclosure;

(c) report to Client any Security Incident of which it becomes aware with respect to Electronic Protected Health Information provided by, or created or received by, Business Associate on behalf of Client ("Electronic Protected Health Information") within 5 days of becoming aware of the Incident;

(d) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate not provided for by this Agreement;



(f) (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Client; and (ii) make its policies and procedures, and documentation required by the Security Regulation relating to such safeguards, available to the Secretary of HHS for purposes of determining Client's compliance with the Security Regulation;

(g) require all of its subcontractors and agents that receive, use or have access to Protected Health Information, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate through a written Business Associate Agreement;

(h) ensure that all of its subcontractors and agents to whom it provides Electronic Protected Health Information agree to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information;

(i) confidential communications. Business Associate will provide confidential communications to individuals consistent with the requirements of 45 CFR 164.522;

(j) make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information, with reasonable notice, to the Secretary of HHS for purposes of determining the Client's compliance with the Privacy Regulation or to the Covered Entity to inspect Business Associate's facilities, systems, and procedures, data, or information in order to monitor compliance with this agreement.;

(k) (i) record all disclosures by Business Associate of Protected Health Information required to be recorded by 45 CFR § 164.528 and, effective upon the compliance date applicable to Client, by regulations promulgated by HHS pursuant to ARRA, and (ii) within thirty (30) days of receiving a written request from Client, make available such information to the extent necessary for Client to make an accounting of disclosures of an individual's Protected Health Information;

(l) within fifteen (15) days of receiving a written request from Client, make available Protected Health Information necessary for Client to respond to individuals' requests for access to Protected Health Information about them, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set;



Associate's possession constitutes a Designated Record Set;

(n) limits its uses and disclosures of, and requests for, Protected Health Information. (i) when practical, to the information making up a Limited Data Set when practical, and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request;

(o) encryption of PHI. Business Associate shall encrypt, or use other more effective and appropriate technical safeguards as published annually by the Secretary of the Department of Health and Human Services as required by 42 USCS § 17931, all PHI maintained, stored or transmitted in electronic medium;

(p) prohibition on the Sale of PHI or Electronic Health Records. Business Associate shall comply with 45 CFR § 164.502(a) (5), which relates to the prohibition on the sale of electronic health records and PHI; and

(q) To the extent the Business Associate is to carry out the Covered Entity's obligation, Business Associate shall comply with the Privacy, Security and Breach Notification Rules that apply to the Covered Entity in the performance of such obligation.

**2.2. Responsibilities of the Client.** (a) With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Client agrees: (i) to obtain any consent, authorization or permission that may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual; and (ii) that it will not furnish Business Associate Protected Health Information that is subject to any arrangements permitted or required of the Covered Entity, including but not limited to, arrangements agreed to by Client under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Service Agreement(s).

(b) Client represents and warrants that its notice of privacy practices permits Client to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Agreement.

### 3. TERM AND TERMINATION



compliance date applicable to the Client under the Security Regulation or (b) the date on which the Parties have executed the Agreement. This Agreement shall continue in effect unless terminated as provided in this Section 3, provided, that certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 4.4 herein.

**3.2. Termination by the Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement with respect to a Business Associate and any related Service Agreement(s) if the Covered Entity makes the determination that such Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to provide such Business Associate written notice of the breach in sufficient detail to enable Business Associate to understand the specific nature of the breach and afford Business Associate an opportunity to cure the breach; provided, however, that if such Business Associate fails to cure the breach within a reasonable time specified by Covered Entity, Covered Entity may terminate this Agreement with respect to such Business Associate and any related Service Agreement(s) to the extent that the Service Agreement(s) requires such Business Associate to create or receive Protected Health Information. If termination is not feasible, Client shall report the breach to HHS.

**3.3. Termination by Business Associate.** Any Business Associate may immediately terminate this Agreement with respect to such Business Associate and any related Service Agreement(s) if such Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, such Business Associate may choose to provide Covered Entity written notice of the breach in sufficient detail to enable Covered Entity to understand the specific nature of the breach and afford Covered Entity an opportunity to cure the breach; provided, however, that if Covered Entity fails to cure the breach within a reasonable time specified by Business Associate, Business Associate may terminate this Agreement as it relates to such Business Associate and any related Service Agreement(s) to the extent that the Service Agreement(s) requires such Business Associate to create or receive Protected Health Information. If termination is not feasible, Client shall report the breach to HHS consistent with 45 CFR § 164.504(e) (1) (ii) and ARRA.

**3.4. Automatic Termination.** This Agreement will automatically terminate with respect to any Business Associate without any further action of the Parties upon the termination or





Protected Health Information, including such information in possession of such Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, such Business Associate(s) will extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

#### 4. MISCELLANEOUS

**4.1. Entire Agreement.** This Agreement, and all attachments, schedules and exhibits hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral memoranda, negotiations, arrangements, contracts or understandings of any nature or kind between the Parties with respect to the subject matter hereof.

**4.2. Change of Law.** Client shall notify Business Associate within ninety (90) days of any amendment to any provision of HIPAA, its implementing regulations set forth at 45 C.F.R. parts 160 through 164, or other applicable law which materially alters either Party's or the Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate this Agreement consistent with sections 3.5 and 4.4.

**4.3. Construction of Terms.** The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time.

**4.4. Survival.** Sections 3.5, 4.3, 4.8, 4.11, 5, 6 and this Section 4.4, and any other provisions of this Agreement that by their terms are intended to survive, shall survive the termination of this Agreement.

**4.5. Amendment; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as



state laws and regulations, including but not limited to, the HIPAA, ARRA and HITECH regulations.

**4.6. Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

**4.7. Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

**4.8. Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

**4.9 Effective Date.** The Effective Date of this Agreement shall be the date on which the Parties have executed the Agreement.

**4.10 Binding Agreement; New Parties; Agency.** This Agreement shall be binding upon the Parties and their successors and permitted assigns.

**4.11 No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**4.12 Contradictory Terms.** This Agreement hereby amends, modifies, supplements and is made part of the Service Agreement(s), provided that any provision of the Service Agreement(s), including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement as of the date such terms become effective pursuant to Section 3.1, to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

**4.13 Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and shall be resolved in favor of a meaning that requires or



cause of action, liability, damage, cost or expense (including costs for notification and mitigation related to Business Associate's breach of Unsecured PHI and any attorneys' fees and court proceeding costs) arising out of or relating to any use or disclosure of PHI not permitted by this Agreement, or any other breach of this Agreement, by Business Associate or its subcontractors, its agents, or any other persons or entities under the control of the Business Associate. This indemnification relates only to the obligations under this Agreement and liability related to HIPAA; it is separate and apart from any indemnification to which the parties may or may not have agreed in the Services Agreement or otherwise.

**5. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.**

**6. DEFINITIONS.**

Regulatory citations in this Agreement are to the United States Code of Federal Regulations Title 45 parts 160 through 164, as interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all capitalized terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.





# STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES

**SCOPE OF WORK (SOW) PREAMBLE:** This SOW lists the contracted project Services associated with the product(s) that are in scope for Customer. For each of the Services listed on the Order and its subsections (if applicable), Accessible Solutions / CaseWorthy has provided a best effort estimation of a number of Services hours based upon Accessible Solutions / CaseWorthy's history of successful projects of similar substance. The total amount of Services hours for the project may not be exceeded without a change order and its associated pricing being mutually approved by the Parties. Accessible Solutions / CaseWorthy in its professional judgment, reserves the right to reallocate hours for each category of the Services provided, based upon the requirements of the project engagement, however the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of pre-ordered Service hours for the project have been exhausted, Accessible Solutions / CaseWorthy will cease all Services work unless a mutually-approved change order is executed by the Parties for Accessible Solutions / CaseWorthy to provide additional Services.

## 1.1 Professional Services:

(a) If Accessible Solutions / CaseWorthy is to provide Professional Services to Customer, the scope of Services will be established in an applicable Order Form or SOW agreed to by the Parties. Accessible Solutions / CaseWorthy does not generally provide scoping Services, i.e., needs analysis/discovery work, without having an agreement in place with Customer that provides for payment by Customer to Accessible Solutions / CaseWorthy for those Services. If Customer requires Accessible Solutions / CaseWorthy to perform needs analysis/discovery work for a future Services engagement, Accessible Solutions / CaseWorthy will generally require Customer to purchase a block of Services hours for Accessible Solutions / CaseWorthy to provide those Services.

(b) Customer must promptly communicate with Accessible Solutions / CaseWorthy and provide any reasonably requested input regarding necessary project implementation matters. If fourteen (14) days elapse without communication from Customer, Accessible Solutions / CaseWorthy may invoice Customer for, and Customer shall pay within thirty (30)



(c) All Professional Services must be completed within **twelve (12) months** from the date of the Estimate/Order Form (the "**Professional Services Period**"). Any portion of the Professional Services not used within that period will be automatically forfeited by Customer, with no further action required of either Party, and Customer will not be entitled to a refund or any credit toward additional or other Professional Services, for any unused portion of the fees paid for Professional Services. In order for Accessible Solutions / CaseWorthy to provide Professional Services to Customer after the Professional Services Period, Customer and Accessible Solutions / CaseWorthy shall mutually agree, in writing, under a separate Estimate/Order Form and SOW, to the terms and fees for such Professional Services.

(d) In the event Customer anticipates an unavoidable delay that will require it to pause Professional Services in order to complete assigned tasks, Customer must provide written communication of its need for such pause. Such communication must be received by Accessible Solutions / CaseWorthy at least five (5) business days in advance of when such pause is to begin, and the pause will be limited to no more than ten (10) business days.

Customer is required to promptly communicate with Accessible Solutions / CaseWorthy regarding project implementation matters. Customer's failure to do so may result in Customer being billed for the remaining Service hours contracted for by Customer, as set forth on the Order form.

Accessible Solutions / CaseWorthy's Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, as mutually approved by the Parties. Upon approval of a requirements document or project plan, this Order Form shall be amended, if appropriate, to ensure consistency with the requirements document or project plan or both. The Services to be delivered by Accessible Solutions / CaseWorthy for this engagement are provided below.

## **1.2 SCOPE OF PROFESSIONAL SERVICES:**

### **1.2.1 PROJECT MANAGEMENT SCOPE:**

**PLANNING:** Accessible Solutions / CaseWorthy project management responsibilities may include the following activities throughout the project life cycle:



- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

**ORGANIZING:** With Customer's structure in mind, Accessible Solutions / CaseWorthy project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-off documents, including:
- Configuration sign-off: Accessible Solutions / CaseWorthy sign-off required before final Customer testing begins;
- Testing sign-off: Accessible Solutions / CaseWorthy sign-off required before Accessible Solutions / CaseWorthy can migrate to Production; and
- Production readiness sign-off.

**LEADING:** Accessible Solutions / CaseWorthy project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and
- Setting team direction:
- Coordinating activities across different organizational functions; and
- Assigning resources appropriately.

**CONSULTING:** Accessible Solutions / CaseWorthy project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by: Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;



- Conducting weekly configuration/functional calls that may be driven by a Accessible Solutions / CaseWorthy project manager (PM) with Customer's PM receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the Accessible Solutions / CaseWorthy PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

### **1.3.2 DATA CONVERSION (EXTRACT, TRANSFORM, AND LOAD) SERVICES:**

- It is Customer's responsibility to map the data from its source system to Accessible Solutions / CaseWorthy's specifications. Accessible Solutions / CaseWorthy will not fix, map, or modify any incoming data.
- Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load ("ETL") process has begun, the format cannot be changed. Requests for format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).
- The task of validating the data is the responsibility of Customer. Accessible Solutions / CaseWorthy will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
- Once Customer's system has gone live, Accessible Solutions / CaseWorthy will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
- Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
- Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of Accessible Solutions / CaseWorthy's resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.

### **1.4 HIGH-LEVEL PROJECT ATTRIBUTES AND ASSUMPTIONS:**

- Application(s) will be deployed in U.S. English only.



- Application(s) will be configured in *Test*, *Train*, and *Production* databases only.
- Customer will identify a small number of system administrators to support the software after the project described in this Order Form is complete; they will be responsible for ongoing employee data uploads and general user-support questions.
- When necessary, Customer's project manager ("**PM**") will work with Accessible Solutions / CaseWorthy to establish a project plan and manage issues and action items throughout the project.
- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.
- Unless otherwise stated within this Order Form, for any Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the Accessible Solutions / CaseWorthy Application(s), Customer is responsible for that field-mapping.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; Accessible Solutions / CaseWorthy does not provide change management services.
- This Order Form is based on current Application(s) features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

**1.5 MUTUAL COOPERATION:** Customer acknowledges that its Cooperation, is essential to Accessible Solutions / CaseWorthy's timely performance of its Services. In the event of a suspension of this project for failure to provide Cooperation, Customer will have the option to engage Accessible Solutions / CaseWorthy to complete the project upon the Parties' mutual agreement to a new Order Form and SOW subject to Accessible Solutions / CaseWorthy's then-current Services rates.

**1.6 PROJECT CHANGE CONTROL AND CHANGE ORDERS:** Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software features. Any such changes will require a change order, which either Customer or a



required to scope complex requests. Accessible Solutions / CaseWorthy will advise Customer of the price estimate if a charge will apply.

If Customer initiates a change order request, Customer is required to complete the change order request and submit such change order request to Accessible Solutions / CaseWorthy for review. Accessible Solutions / CaseWorthy will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to Accessible Solutions / CaseWorthy.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. If either Party submits a change order to the other Party and the other Party does not approve the change order form in writing within ten (10) business days, the change order form will automatically expire unless the Party providing the proposed change order has extended the period of acceptance in writing. Upon written approval, the Accessible Solutions / CaseWorthy team will begin work on the requested change according to the agreed-upon schedule.





## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 5 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and possible approval of Storey County Resilient 8 Opioid Response Reporting Plan.
- **Recommended motion:** Approve
- **Prepared by:** Stacy York

**Department:** Health and Community Services  
7758470957

**Contact Number:**

- **Staff Summary:** The Storey County Resilient 8 Opioid Response Plan is a guiding document that was put together in collaboration with Storey County offices and Community Chest. This plan will keep the agencies on track when it comes to efforts addressing opioid related issues in the county. This plan is consistent with other rural counties participating in the Resilient 8 project and will focus on investment and utilization of Community Health Workers.
- **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 Resilient 8 Opioid Response Reporting Plan

### Analysis

#### ***1. What opportunities and gaps do you see in OUD prevention and treatment in Storey County?***

The single biggest opportunity identified was building on the momentum and promise of the County's MDT approach which has providers across all spectrums working together to address the needs of residents in an integrated fashion. Regardless of the issue presented -- whether hunger, illness, or OUD involvement -- this approach has thus far appeared to provide a better quality response and better quality service provision for less cost.

In addition, the largest gaps -- i.e., a general lack of availability of services of any kind within the county -- has been identified as the second most important opportunity: thinking broadly to include ready and accessible quality of life activities and supports. This would not only include "treatment as usual options" like more SUD counselors, but also important elements such as ready access to healthy food, affordable housing, and more positive recreation options.

Related to the previous point, the geographical distance between the four distinct County communities is an opportunity to rethink effective service delivery within the county -- one idea worthy of strong consideration is having a community center located in each community through which services could be delivered, like spokes from the hub of a bicycle.

#### ***2. What opportunities and gaps do you see with respect to the recovery workforce, services, and access to care within Storey County?***

Building on the previous answer, the County is thinking broadly about what would help to support its residents to live life healthfully, and this is the primary thrust of a focus to develop all sorts of readily available and accessible supports and services throughout the County to include not only SUD-trained counselors but also access to health food, numerous positive recreational activities, and more. Along with this is an intentional desire to support and foster a "Neighbors helping neighbors" culture within the County. If it isn't clear, here is why this is the rationale -- by ensuring folks have such opportunities and organic sources of support, the need for formal recovery workforce and services should be less robust than in the absence of such organic community supports.

With the previous elements in place, it is anticipated that additional SUD workers would be helpful for connecting folks to available resources. This may or may not include MAT treatment, residential services, and more.

#### ***3. What existing federal, state, and local OUD resources are you aware of that could be leveraged in Storey County?***

At a Federal and State level, we are aware that there are a variety of grants and initiatives that can lend themselves to helping Storey County to develop the robust capacity for supporting its residents in a variety of ways. One possible source of funding at the Federal level may be the expected implementation phase for addressing opioid issues.



## Storey County Resilient 8 Opioid Response Reporting Plan

At the local level, the County has become increasingly supportive of having a healthy and robust provision of social services. We expect this level to continue if not increase in the future.

### Strategic Plan

***What concrete strategies would folks like to see put into place that address the gaps in OUD prevention and treatment in Storey County? In answering this question, consideration should be given to the following:***

- 1. Evidence-based, promising, and innovative approaches***
- 2. Affordability and Accessibility***
- 3. Leveraging of existing federal, state, and local OUD resources***
- 4. Community Support***

The concrete strategies that folks would like to see put in place are the following:

- Capitalize and build on momentum/promise of MDT approach

Already we have experienced significant benefits with respect to quicker and better quality response times and service provision through working together, all leading to better outcomes for those needing help. This has been done, too, with less expense as we've been able to shift high-dollar deployments of first responders to lower cost community health workers who are able to connect residents to needed services over the short- and long-term. As many of our residents are seniors who have been prescribed opioids, this has proven itself a particularly powerful strategy as the community health worker is able to help educate seniors and reduce the risks associated with the use of opioids (sometimes resulting in the complete removal of opioid-based medications from the home). For these and other reasons (i.e., sustainability), it is just these sorts of organic, innovative, and low cost approaches that Storey County would prefer to focus on.

- Think broadly to include ready and accessible quality of life activities and supports

There is an evidence-based approach to working with youth that focuses on developing their own internal strengths and those of their surrounding community to reduce their likelihood of using drugs/alcohol and/or getting into other sorts of trouble. Developed by the Search Institute, the Developmental Assets framework has proven particularly effective at helping us to develop robust community supports that increase the likelihood of making healthy choices not only for these youth, but those surrounding them (i.e., their parents).

- Support/create culture of neighborly caring and concern

There is simply no way of getting enough doctors, counselors, and other professionals on-board to address this issue -- not when nearly all of Nevada is designated as a medical services shortage area, and nationally there is a lack of needed providers. As such, we must focus on developing what surely must be the front-line -- friends watching out for friends, neighbors for neighbors. This isn't to say that

## **Storey County Resilient 8 Opioid Response Reporting Plan**

treatment professionals aren't important -- they are! -- but absent their ready access, we must find ways to again stitch together robust social supports within our communities.

A few last comments: absent MAT, there appears to be a general lack of evidence with regards to effective treatment options for the treatment of opioids through treatment as usual. The problem with MAT is that our community has ambivalence -- just as we're told is true of communities nationally -- around its use, and how widespread it should be. Because of recent news regarding the similarity of MAT drug companies' tactics' and those of cigarette companies, and continued press regarding the many instances of unethical practices of pharmaceutical companies, the evidence cited to support MAT is looked at skeptically. As a result, Storey County is currently neutral on whether MAT options should be expanded within the county.

Because approximately half of Storey County's residents are seniors, strategies specifically targeted towards helping them get rid of unneeded medications, and then managing those they do take, will likely bear fruit. The Sheriff's Office is already able to destroy unneeded medications; a clean needle exchange would be another logical step for this population (to ensure they are not reusing unclean needles). And, we are working at better connecting seniors with those who can advise them on their medications. This is where federal/state efforts at ensuring that seniors are not over-prescribed opioids by multiple medical professionals will be helpful.

With respect to Naloxone to reduce opioid deaths, it is something that Storey County is already doing through its First Responders and Sheriff's Office. At this point in time, per the data we have available, it seems to be enough; should we see an increase in opioid deaths, it is possible that wider access would be considered.

### **Workforce Plan**

#### ***1. What strategies would folks like to put into place that address the gaps in the OUD prevention, treatment, and recovery workforce in Storey County?***

As discussed previously, the focus of efforts would be on those workers such as Community Health Workers who can effectively tend to the myriad connectivity and case management needs of those referred. Community Health Workers are trained in evidence-based techniques (i.e., Motivational Interviewing) and other education with which to engage those they serve. In Storey County, we would like to have more SUD-trained Community Health Workers as they have proven themselves to be the "glue" for better service coordination and integration with those resources that are available.

In addition to the Community Health Workers, we would like to see at least another two or three SUD-trained counselors who can work with those with SUD disorders including OUD.

Depending on how the previous two strategies addressed the ongoing and emerging needs, we would then evaluate to see if additional supports -- possible residential treatment -- would need to be offered.

## Storey County Resilient 8 Opioid Response Reporting Plan

### **2. *What strategies would folks like to utilize for recruiting and integrating additional providers into Storey County?***

We will continue as we have, mainly by focusing on delivering “aspirationally-delivered” services to attract those who also want to make a significant difference. As well, we will continue to offer a competitive salary and benefits.

### **3. *What plans would folks like to identify to train and retain new and existing substance use disorder providers in Storey County? Note: may include identifying possible sites for placing National Health Service Corps clinicians.***

Community Chest -- the primary provider of SUD services in Storey County -- is already a designated National Health Service Corps site for its clinicians. This has proven invaluable for recruiting and retaining qualified practitioners. We will continue to utilize this strategy.

## **Sustainability Plan**

### **1. *What strategies do folks envision needing to be utilized to sustain the needed activities and strategies in Storey County beyond the one-year planning cycle?***

As discussed previously, the primary focus is on developing health and human service capacity in general. To the short-term, though, the primary strategies employed will be continuing to grow the MDT meeting and support our engagement of Community Health Workers.

### **2. *How do folks envision maintaining affordability and accessibility of OUD prevention, treatment, and recovery services in Storey County for those who need them?***

Believe it or not, Community Health Workers help to keep costs down while increasing the accessibility of treatment. This is because CHWs come at a discount relative to higher-priced medical professionals and are able to take care of the myriad case management needs clients present with. This allows the SUD professionals to focus on the treatment needs.

### **3. *What are the Top 5 quantifiable metrics that folks imagine utilizing in order to assess the impact of future activities in Storey County?***

Metric #1 -- MDT Structure Continuing to Improve Resulting in Better Health Outcomes for Residents

Metric #2 -- Increase in Number of Available Services/Supports in ALL Storey County Communities

Metric #3 -- Solid and Sustainable Funding/Resource Base

Metric #4 -- Reduced Number of Problems Related to Use of Opioids

Metric #5 -- Increased Community Member Engagement and Satisfaction

## Storey County Resilient 8 Opioid Response Reporting Plan

### Various Answers for Metrics

Metric #1 -- MDT Structure Continuing to Improve Resulting in Better Health Outcomes for Residents

- Time for turn-around on social services calls
- Number of meaningful interventions versus just handing out a business card
- Continuous improvement process
- Depth and breadth of collaboration
- Everyone at the table
- MDT team growing
- Frequency and quality of communication

Metric #2 -- Increase in Number of Available Services/Supports in ALL Storey County Communities

- Number of prevention activities
- Number of regular community events
- Access to information
- Quality of comprehensive prevention program/structure
- Number of community members supporting one another
- Number of transportation options
- Standardized/similar services in all communities
- Number of services available
- Number of people utilizing those services
- Number of opportunities for careers/employment in Storey County
- Number of healthy options/activities in all communities

Metric #3 -- Solid and Sustainable Funding/Resource Base

- Solid funding -- established, sustained positions
- Dedicated/sustainable funding base
- Having plans in place if needed to utilize for variety of emergent situations

Metric #4 -- Reduced Number of Problems Related to Use of Opioids

- Number of folks using opioids
- Reduce folks languishing in jail
- Less family recidivism

Metric #5 -- Increased Community Member Engagement and Satisfaction

- Community Member Satisfaction
- Blended/balanced feedback from newer residents

### Participants

- Community Relations, Storey County
- Senior Services, Storey County
- Storey County School District
- Storey County Sheriff's Office
- Storey County Fire Department
- Justice of the Peace, Storey County
- Community Chest



## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible action to execute Amendment No. 3 to the One Nevada Agreement which amends the list of potential and actual defendants the State of Nevada has identified as having contributed to the opioid epidemic and its impact on Nevada.
- **Recommended motion:** I, Commissioner \_\_\_\_, move to approve the execution of Amendment No. 3 to the One Nevada Agreement on Allocations of Opioid Recoveries.
- **Prepared by:** Anne M. Langer

**Department:** District Attorney

**Contact Number:** (775) 847-0964

- **Staff Summary:** The One Nevada Agreement on Allocation of Opioid Recoveries listed numerous defendants in Exhibit C. However, those defendants were known defendants named in one or more of the signatories' litigation at the time the State of Nevada entered into the One Nevada Agreement. Because the State has identified additional potential and actual defendants who it alleges have contributed to the opioid epidemic and its impact on Nevada, and because there are unnamed Sackler entities, it has become necessary to amend the One Nevada Agreement to include those names in an additional exhibit, Exhibit G.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**  
\_\_\_\_ Department Head  
\_\_\_\_ County Manager
- **Board Action:**

**Department Name:**

**Other Agency Review:** \_\_\_\_\_

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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### AMENDMENT NO. 3

#### TO THE ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

This Amendment No. 3 to the One Nevada Agreement on Allocation of Opioid Recoveries (“One Nevada Agreement”) shall amend Section A. Definitions, of the One Nevada Agreement as follows:

8. “Defendant” or “Defendants” shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related investigations or any litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts against the entities and/or individuals listed in **Exhibit C** and **Exhibit G**.
12. “Recovery” or “Recoveries” shall mean monetary amounts obtained through the negotiated resolution, judgement, or verdict of legal or equitable claims against any Defendant in any opioid-related investigation or litigation listed in **Exhibit C** or **Exhibit G**, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related investigation or litigation listed in **Exhibit C** or **Exhibit G** to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.

**Exhibit G** is attached to this Amendment No.3 and shall be incorporated by reference.

I have all necessary power and authorization to execute this Amendment No. 3, on behalf of the Governmental Entity listed below, which shall have an effective date of January 1, 2024.

Name of Governmental Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


## EXHIBIT G

DEFENDANTS
ABBOTT LABORATORIES
ALBERTSONS
ALVOGEN, INC.
AMNEAL PHARMACEUTICALS
APOTEX, INC.
ASSOCIATED PHARMACEUTICALS
AUBURN PHARMACEUTICALS
AUROLIFE PHARMA LLC
CARELON INSIGHTS, INC.
CARELONRX, INC.
COLLEGIUM PHARMACEUTICAL, INC.
COSTCO
DAKOTA DRUG, INC.
DARBY GROUP COMPANIES, INC.
ELEVANCE HEALTH, INC.
ESI MAIL PHARMACY SERVICES, INC.
ETHEX CORPORATION
EVERNORTH HEALTH, INC.
EXPRESS SCRIPTS ADMINISTRATORS, LLC
EXPRESS SCRIPTS PHARMACY, INC.
EXPRESS SCRIPTS SPECIALTY DISTRIBUTION SERVICES, INC.
EXPRESS SCRIPTS, INC.
H. D. SMITH, LLC
HENRY SCHEIN, INC.
HIKMA PHARMACEUTICALS PLC
INDIVIOR, INC.
KEYSOURCE MEDICAL, INC.
KVK-TECH, INC.
MEDCO HEALTH SOLUTIONS, INC.
MIAMI LUKEN, INC.
MYLAN, INC.
NOVARTIS
OPTUM, INC.
OPTUMINSIGHT LIFE SCIENCES, INC.
OPTUMINSIGHT, INC.
OPTUMRX, INC.
PFIZER
PUBLICIS HEALTH, LLC
QUEST PHARMACEUTICALS, INC.
RICHIE PHARMACAL CO.
SANDOZ, INC.
SUN PHARMACEUTICAL INDUSTRIES
TARGET CORPORATION
THE LEWIN GROUP, INC.



## EXHIBIT G

TOP RX, LLC
TRIS PHARMA INC.
UNITEDHEALTH GROUP, INC.
VALUE DRUG COMPANY
ZYDUS PHARACEUTICALS (USA), INC.
ANY AND ALL DEFENDANTS RELATED TO THE SACKLER DEFENDANTS LISTED IN EXHIBIT C, INCLUDING, WITHOUT LIMITATION, ANY TRUSTS OR ESTATES CREATED BY OR FOR THE BENEFIT OF THE SACKLER DEFENDANTS LISTED IN EXHIBIT C.

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

- **Title:** Consideration and possible approval to make a conditional offer to purchase the property adjacent to the existing fire station 71, located at 175 North C Street, APN 001-094-04, based upon the appraisal dated March 8, 2024, by Mark Stafford Real Estate Appraisers, including approval of opening escrow, and completing title search, not to exceed \$173,000.
- **Recommended motion:** I (Fire Commissioner) move to approve a conditional offer to purchase the property adjacent to Fire Station 71, located at 175 North C Street, APN 001-094-04, based on the appraisal dated March 8, 2024, conducted by Mark Stafford Real Estate Appraisers. This motion also includes approval to open escrow and initiate a title search for the property, with the total purchase cost not to exceed \$173,000.
- **Prepared by:** Jeremy Loncar

**Department:** Fire

**Contact Number:** 775-847-0954

- **Staff Summary:** The property has undergone surveying, appraisal, and geotechnical analysis, all of which confirm it as a buildable site capable of supporting future growth for Fire Station 71 in Virginia City. The construction of the new fire station will result in the loss of two apparatus bays from the existing facility. Acquiring this property will allow the district to plan for replacing these bays at the current station. Additionally, the property's size provides the opportunity to expand staff parking, training grounds, and create a designated area for snow storage during the winter months. This expenditure was not included in the 2024/2025 fiscal year budget; however, the District has the financial capacity to cover the cost.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



# STOREY COUNTY FIRE PROTECTION DISTRICT

145 North "C" Street  
P.O. Box 603  
Virginia City, NV 89440  
(775) 847-0954 Phone • (775) 847-0987 Fax

October 15, 2024

Re: Conditional Offer of Purchase for 175 North C Street, Virginia City

Marshall and Lauren McBride:

In accordance with the enclosed property appraisal dated March 8, 2024, by Mark Stafford Real Estate Appraisers, and conditioned upon approval by the Board of Fire Commissioners in accordance with NRS 244.275 authorizing the District to purchase real property after its value has been established by a sworn appraiser selected pursuant to Storey County Code 2.22, Storey County Fire Protection District hereby provides a conditional offer of purchase of vacant land located at 175 North "C" Street, Virginia City, Nevada (APN 001-094-04) not to exceed \$173,000.00.

This offer is also conditioned upon the following items: (1) Storey County Fire District having available budget funds for the purchase; (2) a clear title search of the property is obtained; (3) the Board of Fire Commissioners approval; and (4), and other conditions to be discussed.

This conditional offer is valid for 10 days from the date of this letter (until October 10, 2024).

Thank you for your time and consideration in this matter. Please reach to me with any questions You may have.

Regards,

Jeremy B. Loncar  
Fire Chief

Enclosures: Property Appraisal

Copied: Commission Chairman, Jay Carmona

Storey District Attorney's Office

Storey County Comptroller

In accordance with Federal law and U.S. Department of Agriculture policy, the Storey County Fire Protection District is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.  
The Storey County Fire Protection District is an equal opportunity provider.



## Board of Storey County Fire Commissioners Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 Minutes

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and possible approval of the District Fire Chief's authority to explore and present capital improvement items identified for Fiscal Years 2025, 2026, and recent needs which were not included in the current fiscal year's budget. The Fire Chief may seek approval to purchase these items using funds from the District's Capital Purchase Fund, provided that the purchases will be received during the current budget year and do not exceed a total of \$2 million.
- **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief's authority to explore and present capital improvement items identified for Fiscal Years 2025 and 2026, which were not included in the current fiscal year's budget. The Fire Chief may seek approval to purchase these items using funds from the District's Capital Purchase Fund, provided that the purchases will be received during the current budget year and do not exceed a total of \$2 million.
- **Prepared by:** Jeremy Loncar

**Department:** Fire

**Contact Number:** 775-847-0954

- **Staff Summary:** Within the District's Capital Projects Fund, multiple items that have been purchased, or are in the process of being purchased, are not expected to be received for another two years or longer. With an available balance of approximately \$3 million in the District's Capital Projects Fund, there is sufficient time to replenish the fund before the delivery of these budgeted items. For any items already listed in the District's Capital Improvement Plan, if they become available for purchase prior to the end of the current budget year, they will be presented to the Board for approval before any transactions are made. The total combined purchases shall not exceed \$2 million.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



# STOREY COUNTY FIRE PROTECTION DISTRICT

## Capital Improvement 2024-2029

Apparatus / Heavy Equipment	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Notes
Type III Engine at FS #74 (Replacement)		\$525,000				Move current unit to FS #73
Type III Engine at FS #71 (Replacement)		\$525,000				
Type III Engine at FS #77 (New)			\$550,000			
Type I Engine at FS #75 (Replacement/Industrial spec)				\$1,000,000		
Type I Engine at FS #71 (Replacement) Old unit to 77	\$1,200,000					Approximate 2 year delivery
Command Vehicle (Replacement)			\$75,000			Move old unit to Utility 75
Fire Marshal Vehicle (Replacement)	\$72,000					Move old unit to STL vehicle 75
Prevention Vehicle (Inspector Replacement)	\$60,000			\$71,000		Auction old unit
Training Officer Vehicle (New)		\$70,000				
Battalion Chief Vehicle (3 year replacement plan)			\$85,000			
Haz Mat Unit #75					\$1,500,000	
Ambulance Replacement (1 Currently on order)	\$370,000		\$380,000		\$390,000	Approximate 2 year delivery
New Ambulance at FS #77 (New)		\$375,000				
75' Ladder truck at FS #71 (Replacement/Refurbish)	\$1,250,000					Approximate 2 year delivery
Mechanic Service Truck		\$135,000				
Mechanics Shop Tools/Equip.		\$35,000	\$25,000			
Repaint / Refurbish Squad 75		\$80,000				
Refurbish Water Tender #73 (Move to Dist. 71)	\$375,000					
Replace Water Tender #72			\$450,000			
Water Tender at FS #77				\$450,000		
Replace Water Tender #74				\$450,000		
Replace Water Tender #71 (Move to Dist. 77)			\$450,000			
Heavy Rescue (N Districts)				\$750,000		

Heavy Rescue (S Districts)					\$750,000	
Excavator				\$275,000		
Transport & Trailer		\$450,000				
Wheeled Loader FS 72				\$150,000		
Side by Side FS 72	\$40,000					
Side by Side FS 74		\$33,000				
Dozer #71			\$350,000			
	\$3,367,000	\$2,228,000	\$2,365,000	\$3,146,000	\$2,640,000	

Information Technology	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Notes
Install Station Alert			\$30,000	\$32,000	\$34,000	
Virtual Sand Table Trainier	\$108,000					Seeking FEMA Training Funds
	\$108,000	\$0	\$30,000	\$32,000	\$34,000	

Facilities	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Notes
New Fire Station 71 VC	\$ 8,500,000					Partially grant funded (Federal)
EOC improvement (FS # 71)		\$ 350,000				Possible DHS EOC Grant funding
Replace Station 74			\$ 11,000,000			
New Fire Station 77 (South TRIC)		\$ 10,000,000				
New Fire Station 73		\$ 10,000,000				
New Fire Station 75 (New) Training Center			\$ 15,000,000			
Training Tower (South Districts)					\$ 3,000,000	
Training Tower (North Districts)				\$ 3,000,000		
Replace Station #72 House					\$ 9,000,000	
Fuels Management Quarters (Dist. 72)		\$ 1,500,000				
Fire Mechanics Shop / Reserve App Building (TRI)			\$ 3,000,000			
Connect FS# 72 to New Appbays	\$ 78,000					
	\$ 8,578,000	\$ 21,850,000	\$ 29,000,000	\$ 3,000,000	\$ 12,000,000	

Equipment / Misc.	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Notes
Electric Extrication Tools	\$62,000	\$64,000		\$66,000	\$67,000	Seeking FHS Grant Funding
Zoll X Series Monitor		\$80,000	\$84,000	\$86,000	\$88,000	
SCBA Compressor FS # 77		\$35,000				




\$62,000	\$179,000	\$84,000	\$152,000	\$155,000
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	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
<b>Total</b>	\$12,115,000	\$24,257,000	\$31,479,000	\$6,330,000	\$14,829,000

Operational Staffing Improvement

Staffing	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Notes
Heavy Equipment Operator	\$150,000					
Firefighter/AEMT FS# 73 (X3)			\$520,000			Possible FEMA SAFER Grant
Firefighter/Medic FS# 72 (X3)				\$625,000		Possible FEMA SAFER Grant
Firefighter/Medic FS#73 (X3)			\$570,000			Possible FEMA SAFER Grant
Firefighter/AEMT FS#71 (X3)	\$510,000					Possible FEMA SAFER Grant
Battalion Chiefs (North Districts X3)					\$820,000	
Firefighter/AEMT FS# 74 (X3)			\$525,000			Possible FEMA SAFER Grant
Captain FS# 74 (X3)		\$705,000				
Captain FS#72 (X3)				\$715,000		
Firefighter/AEMT FS# 77 (X3)			\$530,000			Possible FEMA SAFER Grant
Firefighter/Medic FS# 77 (X3)			\$570,000			Possible FEMA SAFER Grant
Fire Captain FS# 77 (X3)			\$710,000			Possible FEMA SAFER Grant
Training Officer (Captain)		\$235,000				
Transition Wildland FF to Dist.	\$1,003,000					Partial Grant Funded
Fire Mechanic		\$165,000				
Total	\$1,663,000	\$1,105,000	\$3,425,000	\$1,340,000	\$820,000	

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

- **Title:** Consideration and possible approval to explore the purchase of a building located at 300 Italy, APN 005-091-68, within the Tahoe Reno Industrial Center, to serve as a replacement for the existing Fire Station 75. An appraisal will be required, to be conducted by the next appraisal service in the county's rotation, with costs not to exceed \$10,000.
- **Recommended motion:** I (Fire Commissioner) move to approve the exploration of the purchase of the building located at 300 Italy, APN 005-091-68, within the Tahoe Reno Industrial Center, to be used as a replacement for the existing Fire Station 75. An appraisal will be conducted by the next appraisal service in the county's rotation, with costs not to exceed \$10,000.
- **Prepared by:** Jeremy Loncar

**Department:** Fire

**Contact Number:** 775-847-0954

- **Staff Summary:** The property and building located at 300 Italy, APN 005-091-68, is centrally located within the Tahoe Reno Industrial Center (TRIC), making it an ideal strategic location for the Storey County Fire Protection District. Situated on approximately 5 acres, this location will enable the District to improve response times, particularly to high-demand areas within TRIC, where our services are increasingly required.
- 
- The size of the property offers significant operational advantages, including room for future growth. This would allow the District to expand its capabilities as demand increases, while also providing sufficient space to reestablish and enhance our training grounds, which are essential for maintaining the high level of preparedness of our personnel.
- 
- While the building will require tenant improvements to meet our specific operational needs, it offers a strong foundation for a modernized station that will better support the District's current and future operations.
- 
- Given these benefits, I recommend that we move forward with a thorough exploration of this property. To begin, I propose that we engage the next available appraisal service on the county's approved appraiser list, at an estimated cost not to exceed \$10,000. This

appraisal will provide a detailed and accurate valuation of the property, which is a necessary step before further action can be taken.

- **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 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](mailto:commissioners@storeycounty.org)

*Jay Carmona, Chair*  
*Clay Mitchell, Vice-Chair*  
*Lance Gilman, Commissioner*  
  
*Austin Osborne, County Manager*

### LIST OF QUALIFIED APPRAISERS

October 31, 2023

#### **Re: Appraiser List for Storey County 2023**

1. Anthony J. Wren, Anthony J. Wren and Associates Nevada Certified General Appraiser  
#A.0000090-CG exp. 4/30/2025
2. Mark Stafford, Mark Stafford Real Estate Appraiser Nevada Certified General Appraiser  
#A0000178-CG exp. 5/31/2025

This list will be updated annually and otherwise as needed.

LAKESSIDE INDUSTRIES, LLC  
PARCEL 2020-32 ~ ROS 134047  
APN: 005-091-50

ITALY DRIVE  
(TANOL-RENO INDUSTRIAL CENTER PER DOC. NO. 134274)

FOOD BANK O  
NORTHERN NEVA  
PARCEL 2007-1  
ROS 106173  
APN: 005-091-1

**PARCEL 2022-22**  
(7.92± ACRES ORIGINAL)  
15.80± ACRES ADJUSTED

MEHANNI FADY &  
AKOURI LAURETTE  
PARCEL 2020-35  
ROS 134047  
APN: 005-091-63

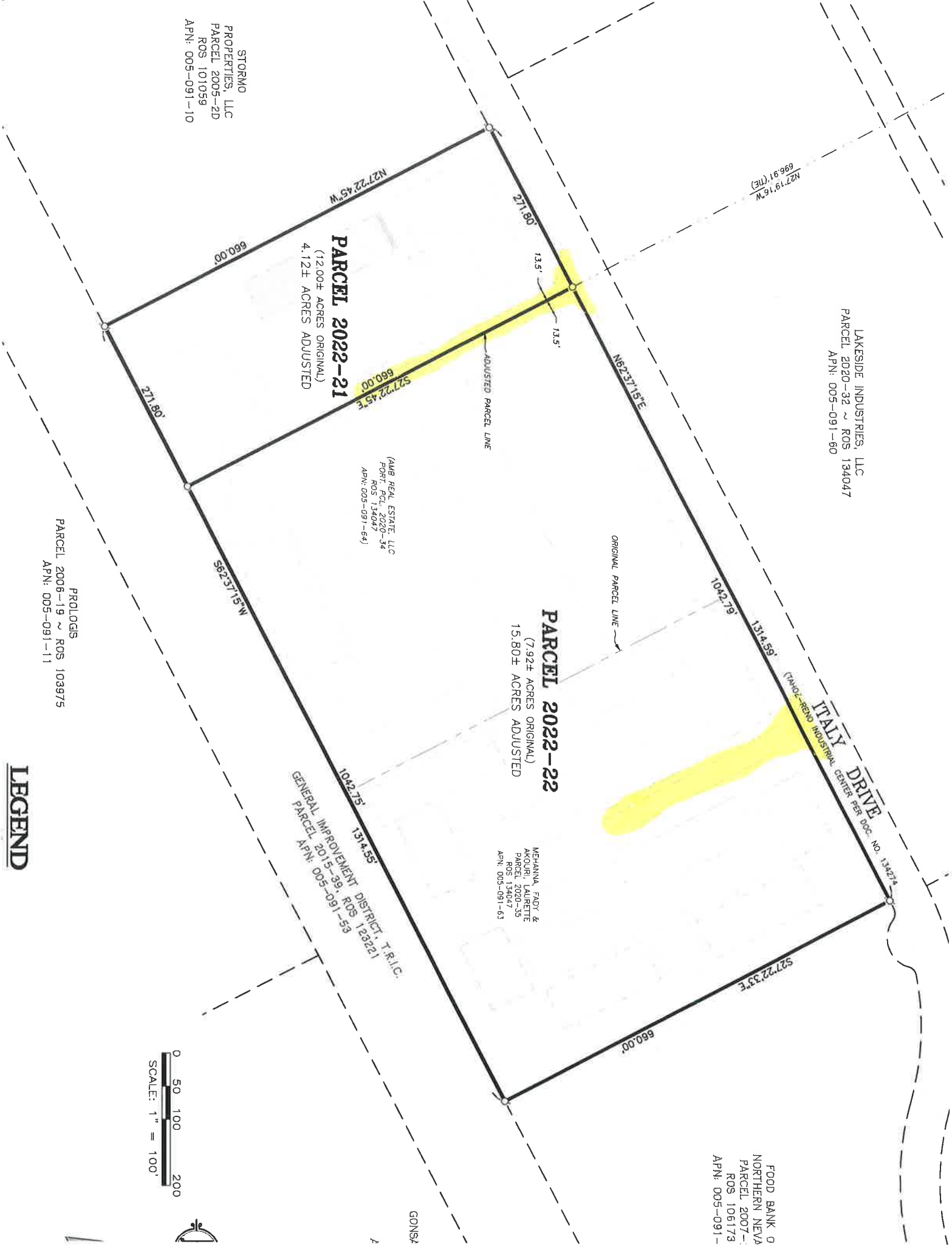
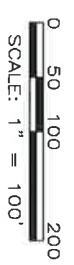
**PARCEL 2022-21**  
(12.00± ACRES ORIGINAL)  
4.12± ACRES ADJUSTED

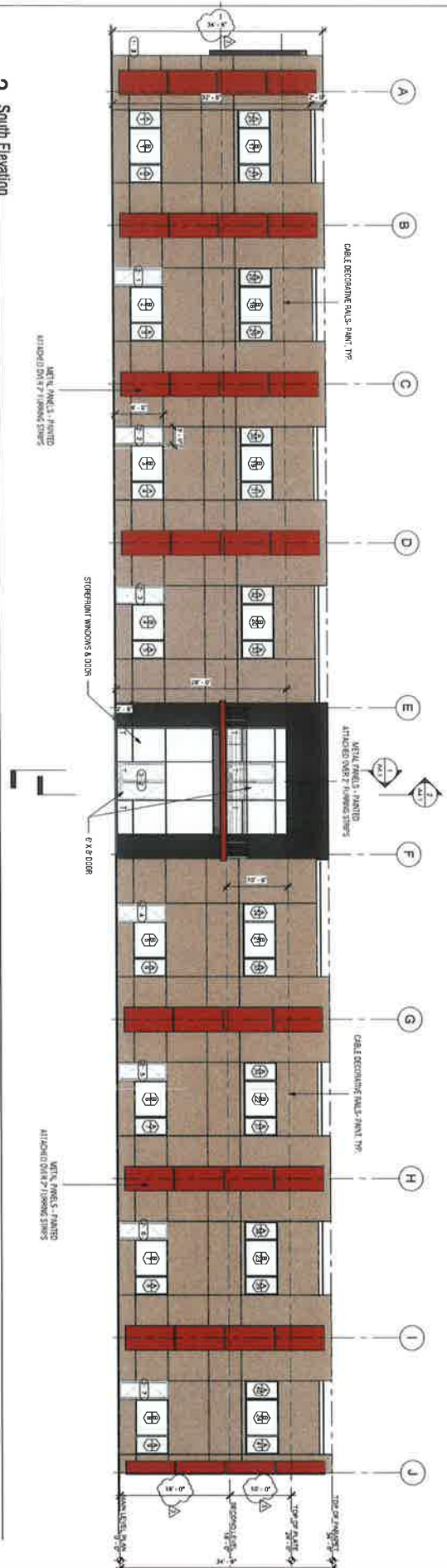
(JMB REAL ESTATE, LLC  
PORT PCL 2020-34  
ROS 134047  
APN: 005-091-64)

STORMO  
PROPERTIES, LLC  
PARCEL 2005-2D  
ROS 101059  
APN: 005-091-10

PROLOGIS  
PARCEL 2006-19 ~ ROS 103975  
APN: 005-091-11

**LEGEND**





2 South Elevation  
IN A T D



11-15-20  
KRI Architecture & Design, Architects  
1111 W. 1st St., Suite 100  
Las Vegas, NV 89102  
Tel: 702.735.1111  
Fax: 702.735.1112  
www.kriarchitects.com

# The Horse Oasis

TRIC - NEVADA

DATE	2011-8-22	
DESIGN	11-15-20	
CONSTRUCTION	11-15-20	
REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION 1	11-15-20
2	REVISION 2	11-15-20
3	REVISION 3	11-15-20

DATE	2011-8-22	
DESIGN	11-15-20	
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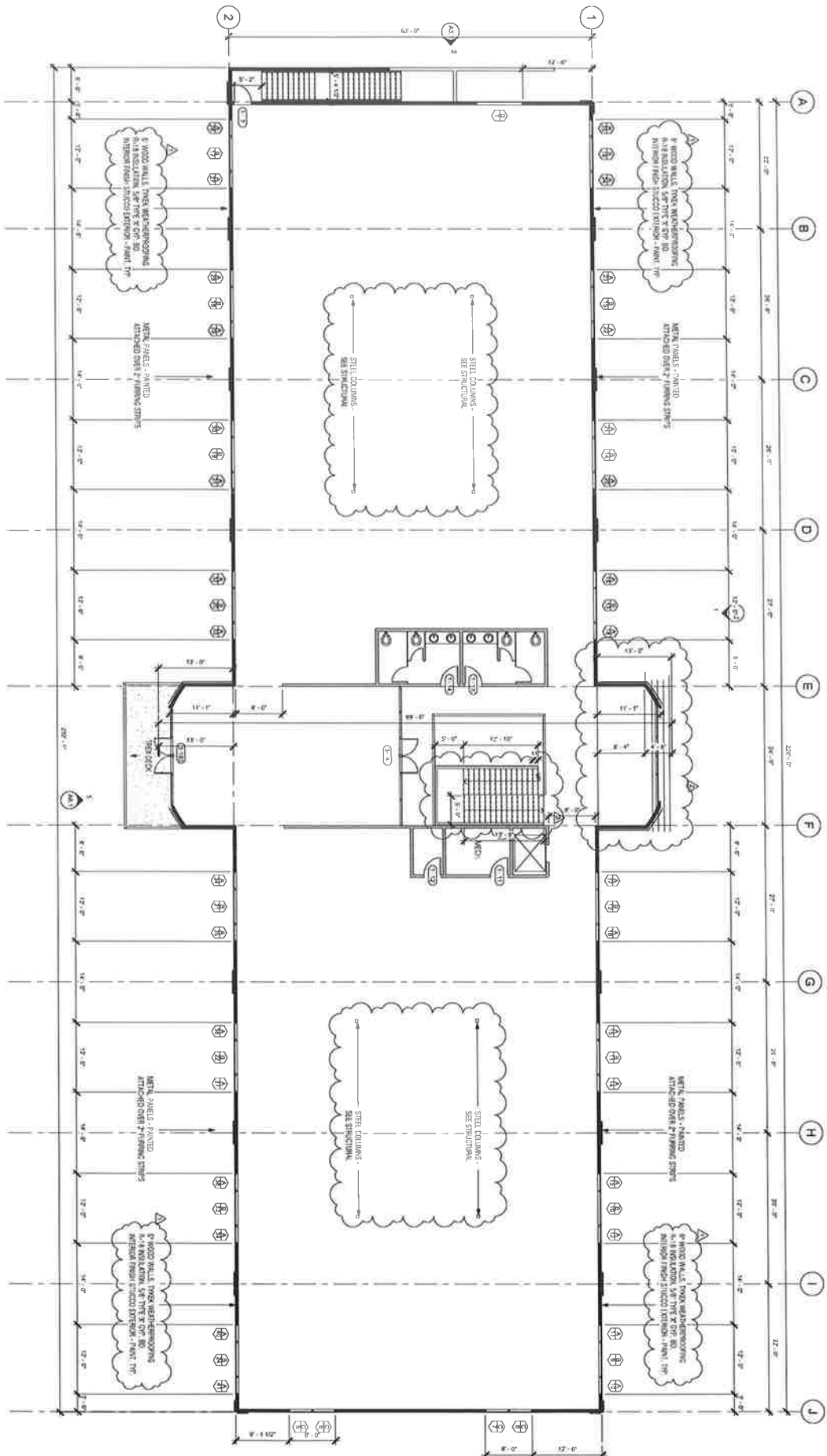
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**A2.2**







## Storey County Liquor Licensing Board Agenda Action Report

**Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval of the Second Reading for On-Sale/Off-Sale Liquor License. Applicant is Jagmohan Dhillon, Sparks Hotel, LLC DBA Courtyard by Marriott-Reno/Sparks-McCarran located at 505 USA Parkway, McCarran, NV 89437.
- **Recommended motion:** I (insert name) motion to approve the second Reading On-Sale/Off-Sale Liquor License. Applicant is Jagmohan Dhillon, Sparks Hotel, LLC DBA Courtyard by Marriott-Reno/Sparks-McCarran located at 505 USA Parkway, McCarran, NV 89437.
- **Prepared by:** Dore Fate

**Department:** Sheriff

**Contact Number:** 7758470959

- **Staff Summary:** Second reading for On-Sale/Off-Sale Liquor License. Applicant is Jagmohan Dhillon, Sparks Hotel, LLC DBA Courtyard by Marriott-Reno/Sparks-McCarran located at 505 USA Parkway, McCarran, NV 89437.
- **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: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 20 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Discussion and possible approval authorizing the County Manager to approve and sign scope of work with Lumos & Associates in accordance with the Master Services Agreement to perform County Facility Condition Assessment and Space Needs Assessment for a total amount not to exceed \$107,400. This project conforms to Goal 6.1 of the Storey County Strategic Plan.
- **Recommended motion:** I (commissioner) authorize the County Manager to approve and sign the attached scope of work with Lumos & Associates in accordance with the Master Services Agreement to perform County Facility Condition Assessment and Space Needs Assessment for a total amount not to exceed \$107,400, and I find that this project conforms to Goal 6.1 of the Storey County Strategic Plan.
- **Prepared by:** Austin Osborne

**Department:** County Manager

**Contact Number:** 775.847.0968

- **Staff Summary:** In accordance with Goal 6.1 of the Storey County Strategic Plan, this contract will cause key county facilities to be evaluated for their efficiency and effectiveness now and in the future.
- The assessment will include Piper's Cottage (Comptroller's Office), B Street Barn, VC Senior Center, Storey County Courthouse, County Jail, Emergency Management Office, and the administrative offices of the Sheriff and District Attorney. Additionally, Hugh Gallagher Elementary School and Virginia City Middle School will be evaluated for their best and highest possible public uses upon transfer of these facilities from the Storey County School District to the county, subject to completion of the school district's planned K-12 unified school campus in Virginia City.
- Remaining useful life, level of needed maintenance, geographic location, rate of utilization, cause of failure and deterioration, potential energy conservation measures, and potential alternative uses of each of the subject facilities will be evaluated.
- The data from the study will be applied toward capital improvement and maintenance planning, as well as determining the potential for reorganization of public services and functions, consolidation of key county departments into a one-stop-shop (e.g., at the school buildings), and restructuring existing county facilities to improve accessibility and quality of service for the public.
- The proposed project conforms to the FY 2025 budget and Goal 6.1 of the Storey County Strategic Plan as follows: Perspective 6, Provide excellent, predictable, and efficient

services to all our communities; Goal 6.1, Anticipate, evaluate, and plan for public service needs; Objective/Strategy/ Tactic, Prepare a facilities master plan providing cost-benefit analyses of current and prospective facilities to meet current and future needs within fiscal limitations.

- **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



May 10, 2024

LA24.173

Mr. Austin Osborne, PHR, SHRM-CP  
County Manager  
Storey County  
Box 176  
Virginia City, NV 89440  
Via Email: [aosborne@storeycounty.org](mailto:aosborne@storeycounty.org)

**Re: Proposal for Professional Services  
Storey County – County Facility Condition Assessment and Space Needs  
Assessment**

Dear Mr. Osborne:

Lumos & Associates, Inc. appreciates this opportunity to provide you with this proposal for professional services to assist Storey County with developing an understanding of your facilities with the goal of eventually developing a proactive plan for future capital spending on existing or new facilities.

**Project Understanding**

It is understood that Storey County would like professional services to help develop an understanding of your facilities with the goal of eventually developing a proactive plan for future capital spending on existing or new facilities. The first step for this is to develop an understanding of the current condition of the County's facilities to help determine capital needs and timing for those existing facilities. The second step of this is developing a space needs assessment for your existing departments. Once both of these are completed then we can then assist the County in determining the best path forward for future efforts to consolidate space and make improvements to existing or new facilities.

We propose the following tasks to assist you with the first two steps of this process (existing facility assessments and space needs assessments).

**Project Scope**

**Task 1 – Existing Facility Assessments**

In coordination with Lumos and Storey County, our sub-consultant, AtkinsRealis, will conduct condition assessments on the following facilities provided by Storey County. In addition to the existing Storey County facilities provided by the County, this task also includes an assessment of the existing Storey County School District Middle School and Elementary School as those facilities are part of the evaluation of future facilities and needs associated with Task 2 (see complete list of facilities below). The scope of services for this task is provided after the list of facilities to be included. Additional facilities can be included for an additional cost.

Facilities			
Building Name	Address 1	City	Area Total
PIPER'S COTTAGE	10 N B STREET	VIRGINIA CITY	1,450
B STREET BARN	104 S B ST	VIRGINIA CITY	2000
VC SENIOR CENTER	211 N E ST	VIRGINIA CITY	5501
COUNTY COURTHOUSE (HISTORICAL	26 S B ST	VIRGINIA CITY	16372
JAIL	911 HWY 341	VIRGINIA CITY	6,000
EM Office	372 SO C STREET	VIRGINIA CITY	300
SHERIFF/DA OFFICE	201-205 C STREET	VIRGINIA CITY	3,510
		Totals	35,133
School Facilities			
Building Name	Address 1	City	Area Total
Elementary School:			15,284
Middle School:			13,353
		Totals	28,637
		Combined Totals	63,770

### Phase 1 - Assessment Planning

The planning phase consists of submission of a detailed milestone project schedule, gathering existing facility asset data and establishing points of communication and access prior to the assessment team's arrival on site. Working with the various facilities staff, our team will assist and develop project-specific policies and procedures to provide consistent, relevant, and quality product deliverables.

Included in this phase, AtkinsRéalis will interview key staff to better understand asset usage, maintenance history, and related items that affect rates of consumption (i.e., wear and tear) that reduces useful life. This phase will incorporate multiple sources of information to assist the assessment team in making field determinations. Additionally, we will meet with facility staff to understand their data transfer needs.

## **Phase 2 - On-Site Data Capture**

With knowledge and insight from the planning phase, our assessment team will carry out a thorough condition assessment of all buildings and conduct and update / reconcile the asset inventory of all systems and equipment in accordance with the scope of work. We will utilize the latest mobile computing technologies with the use of handheld iPads. This technology not only provides efficiency in data capture but reassurance that each assessor is working with quality-assured procedures by capturing data in the same way to a pre-defined scope and workflow developed to meet the goals of the project.

Our assessment teams will inspect and carry out a detailed visual assessment of systems and equipment in each building and not just a high-level walkthrough of major systems. We will determine the current condition, average remaining useful life expectancy, assessment of building security, code violations, reason for the deficiency, and effect on the structure or occupancy together with required maintenance and repair works in accordance with the developed scope. This includes performing the assessments in accordance with the updated ASTM E2018-24 Standard Guide for Property Condition Assessments.

With the use of handheld iPads, our assessment teams will inventory maintainable equipment within each building at the more granular Uniformat II level 5 component level unique to Faithful+Gould. We understand the full digital asset management process where preventative maintenance tasks are performed on system components and not systems, therefore, it's imperative to capture the data during the FCA at the right level and not the typical system Uniformat level 3. We then prepare all equipment data on a structured flat file spreadsheet mapped to the existing system or future (CMMS) to manage equipment preventative maintenance and ongoing capital needs. Our goal is to provide you with accurate data which the County can utilize across your organization as a basis to maintain the equipment over its lifetime.

## **Phase 3 - Analysis of Asset Data**

Our approach is centered on understanding the component deficiency, failure modes, and triggers of asset equipment, facility systems, and site improvements to develop a comprehensive management tool for future implementation of program recommendations. We will evaluate the component lifecycle of each system and equipment over a suggested 5-10-20-year planning horizon or longer depending on the lifespan of the equipment.

When developing a recommended lifecycle assessment, we do not rely upon published statistically estimated useful life (EUL) data, which does not consider site-specific factors. Most assessment programs aim to automate the process of determining the lifespan of equipment by calculating the manufacturer's estimated life with the year in service which is an inaccurate methodology.

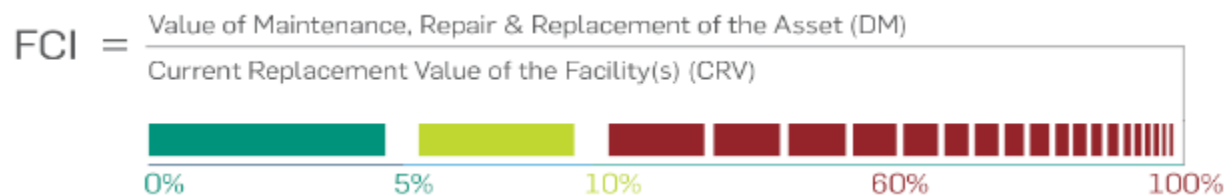
AtkinsRéalis understands that repairs and asset replacement needs may be required due to several contributing factors including not only Age (calculated method), but Maintenance Levels, Location, and the Utilization of the asset or system. Our experienced assessors will make the necessary adjustments to the benchmark data to reflect the conditions and factors associated with deficiency to provide a more realistic lifecycle assessment and capital expenditure plan.

For each asset we will determine:

➤ Manufacturer	➤ Unit	➤ Estimated Useful Life (EUL): expected life from the time of installation to expected replacement
➤ Model #	➤ Capacity	➤ Remaining Useful Life (RUL) an evaluation of where the asset sits in its lifecycle and how many years left to replacement
➤ Serial #	➤ Location	➤ Level of Preventative Maintenance: maintenance performed on the asset which may result in an extended life
➤ Install Date	➤ Condition rating	➤ Geographic Location: atmospheric and environmental conditions greatly affect the EUL of equipment
➤ System Type	➤ Current damage, deficiencies, or failure	➤ Utilization Rate: The EUL of assets can be significantly affected by the rate of utilization.
➤ Asset Classification	➤ Last certified inspection	➤ Cause of Failure/Deterioration: Is the asset deteriorating in line with age? Or is some other factor causing an accelerated rate of deterioration?
➤ Tag	➤ Bar/QR Code	➤ Potential for energy conservation measures
		➤ Representative Photographs

#### Data Analysis / Evaluation and Recommendations

AtkinsRéalis will analyze the condition data collected and determine the cause and impact of the deficiency on the operation of the facility. We will utilize the Facility Condition Index (FCI) to benchmark asset conditions across the County portfolio. We will calculate the FCI for the facilities, illustrating the current and likely condition of the systems and equipment over time. The graphic below illustrates the FCI calculation. The higher the value of repairs, the higher the FCI will be.



#### Priorities

The development of a methodology to determine the priority of each deficiency is crucial to the success of any FCA. Through consultation with Storey County 's executive team and facilities staff, we will develop a capital asset strategy by creating prioritization and deficiency categories that will be applied to each identified deficiency or action. This will create additional consideration factors to provide strategic analysis and stakeholder reporting on different work priorities and potential budget streams. The priorities and deficiency categories below are suggested and can be applied to each identified repair action. With an understanding of priority criticality of each action, the County will be able to effectively apply available funding to the most urgent and needed actions, based upon criticality, and will be able to develop a list of less critical actions that could be deferred to future fiscal years.

### Priority Categories (Suggested)

<b>Priority 1</b> <b>Life Safety / Code Compliance / ADA</b>	Compromises staff or public safety or when a system needs to be upgraded to comply with current codes and standards
<b>Priority 2</b> <b>Currently Critical</b>	A system or component is inoperable or compromised and requires immediate action
<b>Priority 3</b> <b>Necessary / Not Critical</b>	Maintain the integrity of the facility or component and replace those items that will exceed their expected useful life within the study period

### Deficiency Categories (Suggested)

We have illustrated below typical or suggested deficiency categories.

<b>Plan Type 1</b> <b>Deferred Maintenance</b>	Maintenance that was not performed when it was scheduled or past its useful life, resulting in immediate repair or replacement
<b>Plan Type 2</b> <b>Routine Maintenance</b>	Maintenance that is planned and performed on a routine basis to maintain and preserve the condition
<b>Plan Type 3</b> <b>Capital Renewal</b>	Planned replacement of building systems that have reached the end of their useful life
<b>Plan Type 4</b> <b>Energy &amp; Sustainability</b>	When the repair or replacement of equipment or systems is recommended to improve energy and sustainability performance

### Phase 4 - Data and Report Preparation

We will prepare comprehensive narrative and statistical reports for each facility. The focus of the reports will be to provide comprehensive and defensible information that will support strategic decisions about the economic use and viability of facilities and assets with charts that will summarize the prioritized budget expenditure for repair, maintenance and lifecycle component replacement needs in the form of reserve studies. We will develop cost information supporting the inventory and replacement value of the assets.

Appendices will contain structured spreadsheets with capital asset inventory data, cross-referenced digital photo logs in support of the deficiencies noted during the assessment, methodologies, scope, and definitions used. We will prepare and issue, in addition to the individual building reports, a combined executive report pulling together all the results and needs across the County buildings into one holistic report for stakeholder reporting.

All data produced as part of the site assessment and report development will be exported into flat mapping file spreadsheets containing asset lifecycle deficiencies together with maintainable equipment data which can be used to upload into a CMMS system.

### Phase 5 - Quality Assurance Review

The AtkinsRéalis team will perform a management overview function throughout the project, so activities meet the commitments and the intent of the State. AtkinsRéalis has implemented



various internal procedures related to work quality. We have successfully completed the Lloyds Registered Quality Assurance Registry and hold the following certifications: ISO 9001 for Quality Management Systems (QMS), ISO 14001 for Environmental Management Systems (EMS) and OHSAS 18001 for Occupational Health & Safety Management Systems (SMS).

We will utilize the strict quality standards in accordance with our ISO 9001 quality assurance practice. Reports will be issued to facility staff on a phased basis throughout the duration of the project. Our project team will meet with facility staff and walk through the initial phase reports to provide an opportunity to review the content and layout and make any necessary amendments to the deliverable. The client can engage in client reviews of each phase throughout the course of the project to make sure the project and deliverables are meeting their expectations.

### **Phase 6 - Preparation of Strategic Plan**

Our FCA service will provide Storey County with a solution to support your business decisions. We will work with, and assist in preparing, a strategic plan to correct the deficiencies and actions identified through the assessments. The plan will provide a foundation for informed decision-making regarding asset, facility, and infrastructure condition, multi-year capital budgeting, cost-saving measures, capital project planning, and functional adequacy.

Our methodology and approach will address the cycle of backlog maintenance and escalating reactive and preventative maintenance.

### **List of Deliverables:**

We reconfirm that we will deliver:

- A baseline assessment of existing and future condition and lifecycle replacement of all systems and equipment at the component level
- An analysis of the current deferred maintenance needs
- A FCI score for each building across the portfolio, including the existing Storey County School District Middle School and Elementary School
- A prioritized capital and repair plan which assists in the process of making decisions about the priority of the capital plan involving multiple criteria and multiple parties
- Comprehensive written FCA reports for each building
- An executive summary report aggregating the results of the individual building report, which provides a holistic County -wide view of the needs
- Stakeholder County presentation of results
- An updated equipment inventory of maintainable equipment

### **Task 2 – Needs Assessment and Space Evaluation**

Under this task, Lumos will work with Storey County and our sub-consultant, H&K Architecture, to assess the current and estimated future facility space requirements for the existing Storey County departments. We have estimated that there are approximately 22 departments within Storey County to incorporate into this assessment.

It is our understanding the scope of this project is to provide Existing Facilities Space Assessment (Architectural Programming), to document each Department regarding existing space requirements, future space requirements, and existing facilities space allocations and usage. With the potential

availability of Hugh Gallagher Elementary School and the Virginia City Middle School facilities, the County would like to consider consolidation of departments into these buildings. To accomplish these goals, we have outlined a 2 Phase Scope of Work approach that can be summarized as follows:

### **Phase 1: Architectural Programming**

Programming on a per Department Basis (Approximately 22 separate departments)

- Existing Staffing
- Existing Space Allocation
- Future Staffing / Space Requirements
- Future new facilities needs

### **Phase 2: Existing and Future Facilities Opportunities**

- Analyze existing Hugh Gallagher Elementary School and Virginia City Middle School Buildings as opportunities to consolidate departments. Provide high level conceptual space studies of each.
- Analyze space opportunities created within existing buildings by consolidation.
- Incorporate condition assessments created in Task 1 along with other factors such as SHPO requirements for modifications to historic buildings, to assist in preparing an evaluation and recommendation of which existing facilities should continue to be utilized, which existing facilities should be vacated, and what the potential for consolidation of departments within the potential school properties is and what the steps to do so would be.
- Provide Recommended Next Steps:
  - This is anticipated to include an assessment of the County's CIP and how to implement the CIP based upon the findings of Task 1 and Task 2. The level of effort for evaluating the CIP is unknown and is not included at this time.

### **Assumptions/Exclusions**

Lumos has made the following assumptions in preparation of this proposal

- The County will provide access to all facilities, including coordinating with the Storey County School District for access to their facilities, on an as needed basis after coordination with Lumos and the Team on the schedule.

### **Fees**

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Proposed Budget
Task 1	Existing Facility Assessments	\$46,900
Task 2	Needs Assessment and Space Evaluation	\$60,500
Total:		\$107,400

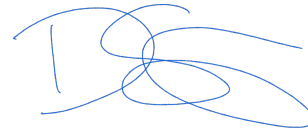
Tasks 1 through 2 are proposed as Lump Sum. Lumos & Associates, Inc. will be happy to amend this proposal as necessary. If this proposal is acceptable to the County, please provide approval to proceed. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates, Inc. to provide you with this proposal. Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "Tim Russell". The signature is fluid and cursive, with the first name "Tim" and last name "Russell" clearly distinguishable.

Tim Russell, P.E.  
Director of Engineering

A handwritten signature in blue ink that reads "Dan Stucky". The signature is stylized and cursive, with the first name "Dan" and last name "Stucky" clearly distinguishable.

Dan Stucky, P.E.  
Group Manager



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 10/15/2024 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 45 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Presentation, public workshop, discussion, and consideration directing staff regarding updates to the Storey County Strategic Plan for Fiscal Year 2025-2026.
- **Recommended motion:** I (commissioner) motion to direct county staff to amend the Storey County Strategic Plan mission statement, vision statement, and other elements as discussed at today's workshop and to bring a draft of these amendments to the board at a future meeting for further review and consideration.
- **Prepared by:** Austin Osborne

**Department:** Commissioners

**Contact Number:** 775.847.0968

- **Staff Summary:** This public workshop will provide opportunity to review the current FY2024-2025 Storey County Strategic Plan and update and amend it as necessary.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None.
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

**Vision Statement**

Storey County is a place where independence is valued, the rural Nevada lifestyle and rich history is treasured, and businesses, large and small, thrive.

**Mission Statement**

We strive to provide excellent, efficient, and predictable services; be accessible and transparent; preserve our past and embrace our future; and provide safe and welcoming places for our residents, businesses, and stakeholders.

**Perspectives and Goals**

*(See the remaining strategic plan for Objectives, Strategies, and Tactics supporting the Perspectives and Goals below.)*

Perspective		Goal	
1	Support the safety of our communities.	1.1	Keep communities safe from crime.
		1.2	Support and coordinate efforts with the Storey County Fire Protection District.
		1.3	Provide quick response to calls for emergency services.
		1.4	Have plans ready to prepare, respond, and recover from emergencies.
		1.5	Provide safe roadways, pedestrian ways, and drainages.

**BOCC TALKING PAPER  
STRATEGIC PLAN UPDATE FOR 2025**

	Perspective	Goal
2	Support the health and resiliency of our communities.	<p>2.1 Create a safe and appealing built environment.</p> <p>2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.</p> <p>2.3 Support organizations and programs that contribute to the health and welfare of the general population.</p> <p>2.4 Provide safe and adequate drinking water.</p> <p>2.5 Provide for safe and adequate wastewater treatment and waste disposal.</p> <p>2.6 Operate recreational facilities for safe and optimum use by the public.</p>
3	Respect and promote the distinct character and heritage of our communities.	<p>3.1 Encourage public participation in setting the future direction of each unique community.</p> <p>3.2 Support infrastructure that enhances the character and heritage of our communities.</p> <p>3.3 Support historic preservation in the Virginia city and Gold Hill areas.</p>
4	Attract, retain, and grow businesses that will support long-term sustainability.	<p>4.1 Provide an environment that supports and promotes quality business growth and development.</p> <p>4.2 Support the tourism development efforts of the Virginia City Tourism Commission.</p>
5	Storey County governance is accessible and transparent.	<p>5.1 Encourage public participation in all aspects of governance.</p> <p>5.2 Provide accurate and timely information to every community.</p>
6	Provide excellent, predictable, and efficient service to all our communities.	<p>6.1 Anticipate, evaluate, and plan for public service needs.</p> <p>6.2 Maximize the efficient use of County resources.</p>

Storey County Strategic Plan  
FY24 Annual Update-DRAFT  
Perspectives and Goals

Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
<b>1. Support the safety of our communities.</b>	<b>1.1 Keep communities safe from crime.</b>	Improve awareness and access to information in all county communities.	Include communications related to Sheriff's services and tips for staying safe.	Amended and operated FY24 PR outreach program. Plan changes for FY25.	Actively recruiting in-house public relations officer. The PR plan will be updated with the successful hire.	Finished or on-schedule.
1. Support the safety of our communities.	1.1 Keep communities safe from crime.	Improve awareness and access to information in all county communities.	Include communications related to Sheriff's services and tips for staying safe.	Improving coordination with Sheriff's Office with shared PR outreach.	Budgeted for app that enables county and Sheriff's Office to interface with public directly.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.1 Keep communities safe from crime.	Enhance law enforcement presence in each community.	Improve facilities and equipment.	Facilitated and funded SO TRI-Center Substation project, phase 1.		Finished or on-schedule.
1. Support the safety of our communities.	1.1 Keep communities safe from crime.	Enhance law enforcement presence in each community.	Improve facilities and equipment.	Negotiated GSA with Tesla to fund 7 Sheriff's patrol deputies and equipment.		Finished or on-schedule.
1. Support the safety of our communities.	1.1 Keep communities safe from crime.	Enhance law enforcement presence in each community.	Improve facilities and equipment.	The county explored options and federal funding to improve detention facilities. The jail facility will be further evaluated by an FY25 facilities structural and future use analysis by an independent engineer.	Lumos & Associates retained to conduct this analysis.	Finished or on-schedule.
1. Support the safety of our communities.	<b>1.2 Support and coordinate efforts with the Storey County Fire Protection District.</b>	Update the Storey County Master Plan.	Develop goals and policies that enhance building and fire safety	The plan is under review and edits are being drafted.		In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.2 Support and coordinate efforts with the Storey County Fire Protection District.	Enhance water systems for fire suppression.	Enhance Fire Water Cisterns for the Highlands (Phase 1 of 3).	Planned for FY25 phase 1.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.2 Support and coordinate efforts with the Storey County Fire Protection District.	Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	Interlocal agreement for shared services in progress. The interlocal agreement for Station 71 expansion project is complete.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.2 Support and coordinate efforts with the Storey County Fire Protection District.	Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	The county team is managing the grant and project for the Fire Station 71 project.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.2 Support and coordinate efforts with the Storey County Fire Protection District.	Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	An interlocal agreement addressing shared services is being prepared for board consideration.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	<b>1.3 Provide quick response to calls for emergency services.</b>	Maintain inter-agency coordination.	Cooperate and meet regularly to share resources and information.	Monthly e-board meetings occur coordinating Fire, Sheriff, EM communications, and IT technology support.		Finished or on-schedule.
1. Support the safety of our communities.	1.3 Provide quick response to calls for emergency services.	Maintain inter-agency coordination.	Cooperate and meet regularly to share resources and information.	County IT resources were applied to administer MBT onboarding and maintenance.		Finished or on-schedule.
1. Support the safety of our communities.	<b>1.4 Have plans ready to prepare, respond, and recover from emergencies.</b>	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Themed social media pushes and apps are being explored for future use.	This is budgeted for FY25.	Finished or on-schedule.

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1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Change to Rave was done and will better communicate with stakeholders.		Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Town halls have expanded to include Sheriff, fire, and other officials.		Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Logo-wear, signage, vehicle decals, and other branding is budgeted for FY25.		Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Emergency Management is implementing a 5-year Integrated Preparedness Plan with annually themed trainings and exercises to bolster community emergency preparedness.		Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Establish consistent and uniform emergency/urgent messaging throughout the county.	The county seal, tagline, and colors are better integrated into website and social media.	Changes will be made with new hire Public Relations Officer.	Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Establish consistent and uniform emergency/urgent messaging throughout the county.	Developing PIO and communications plan between SO, fire, EM, and other offices.		Finished or on-schedule.
1. Support the safety of our communities.	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Inform the public where to obtain emergency response information during an event.	Emergency management enhancements have been made to county website.		Finished or on-schedule.
1. Support the safety of our communities.	<b>1.5 Provide safe roadways, pedestrian ways, and drainages.</b>	Enhance public outreach about road conditions.	Utilize online resources to provide information to the public.	Snow and road closures are more consistently noticed on county social media. Improvements still being made.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance public outreach about road conditions.	Utilize online resources to provide information to the public.	A mobile app allowing direct public outreach has been evaluated and is budgeted for in FY25.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Update countywide road rehabilitation plan for Fiscal Year 2025.	The county road plan is better aligned with actual road conditions and projected funds.	Evaluating actual vs. anticipated Tesla post-abatement funds FY25 and FY26 for expansion of roads CIP.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Monitor FY25 revenues and accelerate the road repair schedule if funds allow.	The capital improvement plan for FY25 is updated. The plan needs to be refined for the next three to five years. FY25 revenues will be confirmed before all expenditures.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Lousetown Road reconstruction began (SNC Construction).	August 2024 estimated completion.	Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Drainage at Peri Ranch Road at the LCC is corrected		Finished or on-schedule.



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1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Taylor Street Black & Howell washout is repaired.		In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	A new traffic signal is being installed at USA and Innovation. County will only maintain light.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	A traffic signal at Electric Avenue and Milan Drive will be 85% paid by Tesla per negotiated contract.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Lockwood Flood Mitigation Study is near complete. Phase 3 implementation is ready for FY25.		In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Mark Twain/ Dayton Valley Area Drainage Master Plan planning continues.	Phase 1 culvert and drainage work has been ongoing. Some improvements are dependent on plan conformance as they impact Lyon County downstream.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Six Mile Canyon drainage culverts are planned and are budgeted for FY25.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve drainage infrastructure serving county roads.	Prepare drainage study for County roads and parcels at the TRI-Center.	Only TRI-Center roads meeting county standards were accepted through dedication.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance vehicle and pedestrian safety on county roads.	Slow down traffic and increase driver awareness on I and L Streets.	The county and VCTC are working together on solutions.	I Street traffic calming devices are in the FY25 budget.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance vehicle and pedestrian safety on county roads.	Design a proper vehicle rail crossing at Fairgrounds Road and F Street (Phase 1 of 2, design).	The RR crossing engineering at Fairground Road and F Street is budgeted for FY25.		In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance vehicle and pedestrian safety on county roads.	Manage increasing cross traffic at the Milan Drive and Electric Avenue intersection.	Tesla will pay 85% of traffic signal installation at Electric Avenue and Milan Drive per negotiated contract.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance vehicle and pedestrian safety on county roads.	Prevent semi-tractor-trailers from driving up Six Mile Canyon Road.	Six Mile Canyon Road semi-truck turnaround is engineered and budgeted for construction in FY25. This included cooperation by Storey County, Sheriff's Office, SCFD, and Lyon County.	Project is going to bid now.	Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance vehicle and pedestrian safety on county roads.	Prevent semi-tractor trailers from driving on Peri Ranch Road at the LCC community.	Limited resources are available to guarantee law enforcement presence at Peri Ranch Road during every closure of I80. Resources were added.		Work to be done or uncertain elements.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve and expand road construction support facilities.	Facilitate a secure place to store Public Works equipment at project locations.	Fencing and security systems are budgeted for FY25.		Finished or on-schedule.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Improve and expand road construction support facilities.	Enhance reliability of vehicle fueling stations.	New fuel tanks are budgeted in FY25.		Finished or on-schedule.

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Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Update the Storey County Master Plan.	Review plan to ensure that it aligns with changes to roads and pedestrian ways since 2016.	Master Plan update is occurring.	BOCC adoption consideration before December 31, 2024.	In progress with anticipated completion in FY25.
1. Support the safety of our communities.	1.5 Provide safe roadways, pedestrian ways, and drainages.	Establish and maintain private-public partnerships.	Coordinate with Chamber of Commerce to implement “Main Streets” program in Virginia City to explore boardwalk resolutions.	The county, VCTC, S.C. Chamber of Commerce, and business community are exploring potential boardwalk maintenance programs under “Main Streets” program.		Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Improve awareness and access to information in all county communities	Provide resources for prospective real estate buyers on zoning, development codes, Storey County Master Plan, and building limitations.	DEVNET system users are updating and aligning data with other data sources. This is an ongoing project.	DEVNET uses are subject to the Assessor’s Office directives.	In progress with anticipated completion in FY25.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Improve awareness and access to information in all county communities	Provide resources for prospective real estate buyers on zoning, development codes, Storey County Master Plan, and building limitations.	County website documents were updated.	Website upgrades are ongoing too. The new PR Officer will improve useability and appeal.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Improve awareness and access to information in all county communities	Educate new residents about rural living and challenges unique to Storey County.	FY25 strategic plan facilitates printed and online education materials that will be made part of permit packets.		
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Improve awareness and access to information in all county communities	Educate new residents about rural living and challenges unique to Storey County.	FY25 strategic plan includes website providing resources about mine claims, clouded title, water rights and issues, historic district designation, local zoning and land uses, ZIP Codes, local wildlife and climate, and level of government services.		In progress with anticipated completion in FY25.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Implement the Storey County Master Plan.	Implement and conform to the policies of the Storey County Master Plan for each community.	Permitting and development has remained aligned with the master plan.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Improve vehicle circulation and parking in Virginia City.	Conduct a Virginia City vehicle parking and circulation study.	A comprehensive update to the Virginia City Parking Study is budgeted for in FY25. The parking plan update will be closely coordinated with the Sheriff’s Office, fire district, and VCTC.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Support and maintain sustainable private-public partnerships.	Continue implementing the terms of the TRI-Center Development Agreement.	Road, drainage, and infrastructure dedications occur only when conforming to the TRI-Center development agreement. Ongoing plan review discussions occur between the county and TRIARC.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Support and maintain sustainable private-public partnerships.	Review and consider private-public partnership proposals.	Subject to requests.	Subject to request.	
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Support and maintain sustainable private-public partnerships.	Consider cost-effective government services agreements that offset infrastructure impacts of Nevada Revised Statute mandated tax abatements.	2024 plan completed and conformed to. Discussing 2025 legislative lobbying plan.		Finished or on-schedule.

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Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Support and maintain sustainable private-public partnerships.	Evaluate potential financial assistance to assist small businesses with building and façade repairs.	C-PACE local financing programs for private businesses and workforce housing are under evaluation to determine if they benefit or cause undue burden on the county.	BOCC directive pending.	Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Support and maintain sustainable private-public partnerships.	Evaluate potential financial assistance to assist small businesses with building and façade repairs.	Chamber of Commerce to implement “Main Streets” program in Virginia City.		Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	Updates to county code budgeted for FY25.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	A full-time Code Enforcement Officer is budgeted for FY25. Recruitment efforts active now.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	Stakeholders report experiencing consistent and fair building code enforcement. Team applies alternative means and methods in permitting and plan review where appropriate. Everyone is treated equitably.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment	Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Provide resources and assistance to help residents conform to nuisance and building codes.	New solid waste franchise agreement includes for in-need citizens: --Free dump vouchers --Extra dump vouchers as needed --Free roll-off dumpsters --Free removal of rubbish --Senior discount --Senior low-income discount --Lockwood interlocal discount		Finished or on-schedule.
2. Support the health and resiliency of our communities.	<b>2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.</b>	Provide cost-effective social and health services to seniors in each community.	Maintain interlocal agreement with Community Chest, Inc.	Health and social service programs provided by Community Chest, Inc. are partially funded by the county and are applied with inter-local cooperation.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.	Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	Lockwood residents now enjoy locally prepared meals. The Washoe meal program was discontinued.		Finished or on-schedule.

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2. Support the health and resiliency of our communities.	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.	Provide facilities that adequately serve the needs of all communities.	Replace and <a href="#">repair</a> facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	<a href="#">The Lockwood Community Center project has begun.</a>	<a href="#">Construction bids were received and are being evaluated now</a>	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.	Provide facilities that adequately serve the needs of all communities.	Replace and <a href="#">repair</a> facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	<a href="#">The Mark Twain Community Center equipment bay expansion building will free up community center space. Start FY25.</a>		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.	Provide facilities that adequately serve the needs of all communities.	Replace and <a href="#">repair</a> facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	<a href="#">General Mark Twain Community Center improvements are budgeted for in FY25.</a>		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.	Provide facilities that adequately serve the needs of all communities.	Replace and <a href="#">repair</a> facilities to provide site-cooked meals, social activities, recreation, and other support to seniors in each community.	<a href="#">VC Senior Center expansions are near complete.</a>		Finished or on-schedule.
2. Support the health and resiliency of our communities.	<b>2.3 Support organizations and programs that contribute to the health and welfare of the general population.</b>	Provide indigent services in conformance with the Nevada Revised Statutes.	Evaluate and update indigent policies and programs as needed.	<a href="#">Indigent Services were moved to Senior/Community Services.</a>		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Provide indigent services in conformance with the Nevada Revised Statutes.	Maintain interlocal agreements with Nevada State agencies providing youth, health, and other indigent services outside of the county's capacity.	Indigent services are <a href="#">funded annually</a> .		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Expand broadband internet infrastructure and services countywide.	Implement MOU and agreement with CC Communications for broadband access to all communities in Storey County.	<a href="#">An MOU with CC Communications will facilitate broadband infrastructure expansion for residents and the county beginning in FY25.</a>	<a href="#">Infrastructure development will begin FY25.</a>	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Provide cost-effective social and health services to each community.	Provide health and social services through interlocal agreements with qualified agencies	Health and social services are provided through an interlocal agreement with the Community Chest.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Provide cost-effective social and health services to each community.	Provide health and social services through interlocal agreements with qualified agencies	Health services through an interlocal agreement with the Quad-Counties Health Coalition.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Facilitate opportunities for affordable housing.	Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	<a href="#">Research has occurred with area jurisdictions, housing authorities, UNR, and others.</a>		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Facilitate opportunities for affordable housing.	Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	<a href="#">The RCG Economics Housing Needs Assessment is underway. The plan will help county determine appropriate housing options.</a>	Housing plan completion estimated July or August 2024.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Facilitate opportunities for affordable housing.	Update the Storey County Master Plan to consider additional potential housing opportunities.	<a href="#">The RCG Housing Needs Assessment will be applied to the county master plan update.</a>		Finished or on-schedule.

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2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Facilitate qualified workforce for businesses in the county.	Connect businesses with regional workforce development resources.	Business Development Officer and resources connect businesses to local resources for employees, professional development, and related programs. Strong relationship with TRI, VC/GH, and countywide companies.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Facilitate qualified workforce for businesses in the county.	Connect businesses with regional workforce development resources.	County is communicating workforce needs with chambers of commerce from Storey and Reno/Sparks.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	<b>2.4 Provide safe and adequate drinking water.</b>	Improve water fund sustainability without impacting existing rate payers.	Increase water connection fees for new construction.	Evaluating new residential connection fee update ordinance. Subject to BOC direction.	On hold per BOCC directive.	Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Improve water fund sustainability without impacting existing rate payers.	Increase water connection fees for new construction.	Completed commercial connection fee update ordinance.	Done.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Improve water fund sustainability without impacting existing rate payers.	Fund improvements through grants and federal appropriations.	Federal appropriations secured for the lead siphon project.	B Street water line completed.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Attract and retain qualified water distribution and treatment employees	Explore incentive programs to attract and retain certified and qualified water personnel.	Applied classification and compensation incentives accordance with policy and employee agreements.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient to support substantial wage increases.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Improve water system infrastructure.	Design Silver City water transmission line replacement, phase 1 of 2.	Utilized design engineering to secure federal appropriations.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Improve water system infrastructure.	Design and environmental preliminary architectural reporting for Lead siphon replacement project, phase 1 of 5.	Utilized design engineering to secure federal appropriations.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Maintain safe and reliable water systems.	Repair and upgrade water storage and treatment systems.	Contract being finished to seal water tanks over several years. Budgeted replacement of water filter media in water treatment system.		In progress with anticipated completion in FY25.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Maintain safe and reliable water systems.	Maintain appropriate water and system security.	Security cameras and security installed.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.4 Provide safe and adequate drinking water.	Ensure sufficient and affordable raw water to the Storey County Water System.	Maintain engagement with the State of Nevada.	Retained qualified water expert for anticipated FY25 Marlette Water Agreement with the State of Nevada.	Water consultant retired. Exploring several alternative consultants now. Secondary resources are secured.	Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	<b>2.5 Provide for safe and adequate wastewater treatment and waste disposal.</b>	Improve wastewater fund sustainability without impacting existing rate payers.	Increase wastewater connection fees for new construction.	Evaluate new residential connection fee update ordinance. Subject to board direction.	On hold per BOCC.	Work to be done or uncertain elements.

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2. Support the health and resiliency of our communities.	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Improve wastewater fund sustainability without impacting existing rate payers.	Increase wastewater connection fees for new construction.	Completed commercial connection fee update ordinance.	Done	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Improve wastewater fund sustainability without impacting existing rate payers.	Fund improvements through grants and federal appropriations.	Federal appropriations pending for Gold Hill sewer lines.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Attract and retain qualified wastewater distribution and treatment employees	Explore incentive programs to attract and retain certified and qualified wastewater personnel.	Completed competitive compensation plan updates: salaries and health insurance.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient to support substantial wage increases.	Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Maintain safe and reliable wastewater systems.	Repair and upgrade wastewater collection and treatment systems.	Budgeted FY25 phase 1 study.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Improve operations and efficiency of the wastewater treatment plant.	Add generator to Gold Hill wastewater treatment plant.	Applied classification and compensation incentives accordance with policy and employee agreements.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	<b>2.6 Operate recreational facilities for safe and optimum use by the public.</b>	Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Engage public to discuss potential Mark Twain Park expansions and integration with Community Center upgrades.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Replaced playground equipment at Mark Twain Park.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Budgeted FY25 dog park land assessment.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Provide safe, secure, and functional park facilities in each community in the county.	Design and implement upgrades and repairs to existing park facilities.	Budgeted swing set at Highlands Pinion Park.		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Provide safe, secure, and functional park facilities in each community in the county.	Design and implement upgrades and repairs to existing park facilities.	Budgeted 1964 Storey County Swimming Pool, phase 1 of 2 design improvement FY25.	This may be a \$10 million cost and needs to be prioritized against other critical infrastructure. Grants opportunities are in review.	Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increasing need to work with residents to identify viable off highway vehicle (OHV) areas for future designation. Planned FY25.		Work to be done or uncertain elements.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increased need to engage in OHV forum/club outreach to properly align OHV maps to public OHV trails and away from private communities. Planned FY25.		Work to be done or uncertain elements.

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2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Supported Sheriff's OHV program <a href="#">grants</a> .		Finished or on-schedule.
2. Support the health and resiliency of our communities.	2.6 Operate recreational facilities for safe and optimum use by the public.	Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	<a href="#">Increased need</a> to demonstrate private properties and BLM land to Google Maps, Apples Maps, and other online mapping software providers. <a href="#">Planned FY25</a> .		Work to be done or uncertain elements.
<b>3. Respect and promote the distinct character and heritage of our communities.</b>	<b>3.1 Encourage public participation in setting the future direction of each unique community.</b>	Facilitate public awareness and involvement in community affairs.	Utilize online and other resources to provide information to the public	Explored <a href="#">several mobile apps</a> . <a href="#">Budgeted for potential application FY25</a> .		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.1 Encourage public participation in setting the future direction of each unique community.	Facilitate public awareness and involvement in community affairs.	Utilize online and other resources to provide information to the public	<a href="#">Electronic reader board for Mark Twain Community Center</a> budgeted FY25.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.1 Encourage public participation in setting the future direction of each unique community.	Facilitate public awareness and involvement in community affairs.	Facilitate public participation in the Storey County Master Plan update.	<a href="#">Began</a> Master Plan update workshops in each community and by Zoom. <a href="#">Complete by October 2024</a> .		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	<b>3.2 Support infrastructure that enhances the character and heritage of our communities.</b>	Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	Educating <a href="#">area</a> landowners and developers about the existence and value of the Petroglyphs.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	<a href="#">Preparing conversations for FY25 encouraging</a> alternatives that minimize impacts to the Petroglyphs.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	As a Cooperating Agency with the BLM on the Green-link project, <a href="#">encouraging</a> major power transmission line alignment away from the Petroglyphs.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Protect Lagomarsino Petroglyphs.	Provide security and public enjoyment at the Petroglyphs.	<a href="#">Planning to explore</a> opportunities to facilitate 24/7 ranger station or onsite security in FY25.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Protect Lagomarsino Petroglyphs.	Provide security and public enjoyment at the Petroglyphs.	<a href="#">Need to look at all options for this area, including possible regional assistance. This is an ongoing and growing area of work.</a>		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	<a href="#">Added simple</a> xeriscaping (low/no water) to the Sheriff's Lockwood Substation.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	<a href="#">Continuing to work with artisan to complete</a> north wrought iron fence of Courthouse.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	<a href="#">Coordinating with Highlands to paint and refresh interior of dedicated community center building.</a>		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	<a href="#">Repaired outdoor lighting at Highlands Community Center</a>	<a href="#">Need to make "dark skies" adjustments. Happening now.</a>	In progress with anticipated completion in FY25.



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3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Repaired outdoor lighting at Mark Twain Community Center.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintain Mark Twain Veterans' Memorial.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Install flagpole at the Justice Court. Budgeted for early FY25.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintaining orderly parking lots and equipment maintenance yards.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintaining or installing "dark skies" conforming light fixtures on all county facilities.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	Adjustments being made to complete road repair projects in accordance with annual Roads Capital Improvement Plan and the year budget. Changes to plan and review will be implemented in FY25.	Monitoring FY25 reality of Tesla post-abatement revenues before expanding this.	Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	Replaced broken streetlamps on B and C Streets in Virginia City and LED bulbs.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	The county has conformed to the transportation infrastructure goals and policies of the Storey County Master Plan in each community.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	Boardwalk maintenance and repairs are annual challenges. The county continues to enforce county codes regarding boardwalk maintenance. The county has also approached the Chamber of Commerce about implementing the Main Streets America program to assist businesses with these repairs.		Work to be done or uncertain elements.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	The Virginia City Tourism Commission has made improvements to public transportation support systems. The county provides services to the VCTC by interlocal agreement and has offered to assist as needed.		Finished or on-schedule.



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3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.	In cooperation with the fire district, the county fulfilled a dedicated community center in the Highlands.	Done.	Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.	Completed Lockwood Community Center phase 1 design in cooperation with Community Chest, school district, and local stakeholders.	Done.	Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.	Coordinated multi-year agreement and infrastructure development plan with Fire District to vacate MT Community Center for full use as a community center.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.2 Support infrastructure that enhances the character and heritage of our communities.	Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.	Exploring potential community center facility expansion at Hugh Gallagher Elementary School if vacated by the school district.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	<b>3.3 Support historic preservation in the Virginia city and Gold Hill areas.</b>	Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.	Budgeted FY25 assistance to non-profit with grant efforts to install an elevator at Saint Mary's Art Center, phase 1 of 2 design.	Pending SHPO	Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.	Budgeted FY25 assistance to non-profit with seismic retrofit of Saint Mary's Art Center, phase 1 of 2 design.		Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.	Added resources to County Manager's Office enabling the county to build a non-profit organization program for Piper's Opera House. This is per a five-year plan that was delayed by Covid and other circumstances.	RFQ public bid is out now.	Finished or on-schedule.
3. Respect and promote the distinct character and heritage of our communities.	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.	County will need to conform to SHPO Piper's Opera House structures repairs and maintenance program. Establishing non-profit management systems will resolve these matters.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Make necessary upgrades to the Storey County Courthouse to ensure its future as a public service facility.	Seek fiscal resources to improve structural integrity of the Courthouse.	The county continues to seek funding for seismic retrofits to the Courthouse in accordance with historic structures report.		In progress with anticipated completion in FY25.
3. Respect and promote the distinct character and heritage of our communities.	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Make necessary upgrades to the Storey County Courthouse to ensure its future as a public service facility.	Seek fiscal resources to improve structural integrity of the Courthouse.	Electronic door locks and security upgrades done.	Done.	Finished or on-schedule.

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4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide high-speed broadband internet services to all residents and businesses in Storey County.	Utilize the expertise and resources of a qualified broadband service provider to develop infrastructure and provide affordable internet services.	Approved CC Communications broadband MOU. Work begins this summer.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Reduce bureaucracy and foster a business-friendly and customer-oriented government.	A facilities analysis and strategic plan is budgeted in FY25.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<a href="#">Reduce</a> bureaucracy and foster a business-friendly and customer-oriented government.	A county code review for inconsistencies and inefficiencies is budgeted in FY25. Code updates are funded too.		In progress with anticipated completion in FY25.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<a href="#">Provide current, fair, and efficient business regulations.</a>	The county maintains streamlined, responsive, and efficient government.		In progress with anticipated completion in FY25.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<a href="#">Provide current, fair, and efficient business regulations.</a>	An interlocal agreement between the county and VCTC is complete. The county will in FY25 seek professional services to review, update, and align Storey County Codes with Virginia City Tourism Commission Codes.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	Adding a Business Development Officer has ensured continued fast and thorough responses.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	The county utilizes social media and other online outreach for business development, and it recognizes that advancements can be made in this area. The county is also exploring an app to communicate directly to residents and businesses.	PR Officer will be tasked with further improvements.	In progress with anticipated completion in FY25.

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4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	Phone tree automation is kept to a minimum.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide needed assistance for business growth and development.	Study areas of needed and address known deficiencies.	RCG Economics is now working on the county's Housing Needs Assessment.	Done July or August.	Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide needed assistance for business growth and development.	Study areas of needed and address known deficiencies.	The county continues to seek and provide funding and programs that help small businesses with workforce, housing, and business needs.		In progress with anticipated completion in FY25.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide safe, clean, and professional facilities for businesses and prospective business clients.	Improve facilities to enhance business attraction and development	TRI-Center public restroom improvements budgeted in FY25.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide safe, clean, and professional facilities for businesses and prospective business clients.	Improve facilities to enhance business attraction and development	The county van is in prison getting painted. The van will soon appear professional and will sport graphics promoting Storey County.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	Coordination with the S.C. Chamber of Commerce to promote small business assistance has begun. This is an emerging area.		Work to be done or uncertain elements.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	The county is continuing to expand potential assistance for workforce development and retention, childcare options, fringe benefits, and other support for small businesses. This is an emerging area.		In progress with anticipated completion in FY25.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	The county coordinates with area resources to minimize duplication of services.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	<b>4.2 Support the tourism development efforts of the Virginia City Tourism Commission.</b>	Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	Federal funding was secured for the Fairgrounds water and electrical upgrade, phase 2 of 2.	Construction summer 2024.		Finished or on-schedule.

Storey County Strategic Plan  
FY24 Annual Update-DRAFT  
Perspectives and Goals

Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	The county ensured compatibility of Taylor Street reconstruction with VCTC planned pocket park.			Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	The Virginia City vehicle parking and circulation study is budgeted for FY25.			Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	Community and emergency office members expressed desire to explore potential one-way traffic and increased parking on parts of B, D, and E Streets. This project will occur in FY25 in concert with the Virginia City parking study.			In progress with anticipated completion in FY25.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Update the Storey County Master Plan	Include key stakeholders in discussions and decisions of the Storey County Master Plan update.	VCTC and other stakeholders will be involved with the master plan update.		Finished or on-schedule.
4. Attract, retain, and grow businesses that will support long-term sustainability.	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Share services to maximize resources.	Maintain interlocal agreement between the County and the Virginia City Tourism Commission to share and minimize duplicated services.	The VCTC-Storey County interlocal agreement was completed.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county desires to upload board meeting audio/video recordings to website in FY25.	OnBase program upgrades are in process FY25.	In progress with anticipated completion in FY25.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	FY25 budgets include public outreach apps and programs.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county continues to increase public records on its website in FY25.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county returned to Civic Plus website platform.		Finished or on-schedule.

Storey County Strategic Plan  
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Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	County website content was updated by IT and departments.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	Website core training completed.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county plans to increase town hall, community interest, and other items on the website in addition to socials for FY25.		In progress with anticipated completion in FY25.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The planning commission is increasing meetings in each community.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county plans to increase telephone, mail, fliers, and other non-electronic means of communication where feasible in FY25.		In progress with anticipated completion in FY25.
5. Storey County governance is accessible and transparent.	<b>5.2 Provide accurate and timely information to every community.</b>	Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county created a brand for Storey County: “Bold Ideas that Build Nevada”.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county determined that its existing seal is well known and respected. The seal is the county’s branding logo.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county will explore in FY25 expansion of social media and possible app to communicate directly to businesses and residents.		In progress with anticipated completion in FY25.
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county will expand use of non-electronic means of communicating with citizens (fliers, mail, etc.).		In progress with anticipated completion in FY25.

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Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	Community town halls occurred frequently in FY24, with focus on major projects.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize existing public records management programs.	Training new elected officials and staff on public records systems is ongoing and budgeted for FY25.		Finished or on-schedule.
5. Storey County governance is accessible and transparent.	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize existing public records management programs.	Public records request consistently meet NRS requirements.		Finished or on-schedule.
<b>6. Provide excellent, predictable, and efficient service to all our communities.</b>	<b>6.1 Anticipate, evaluate, and plan for public service needs.</b>	Establish standard service levels for various county services.	Evaluate types and methods of services in other counties.	Conduct a comparable study of area counties where Storey County services need improvement.	Project initiated July 8.	Finished or on-schedule.
<del>6. Provide excellent, predictable, and efficient service to all our communities.</del>	<del>6.1 Anticipate, evaluate, and plan for public service needs.</del>	<del>Improve awareness and access to information in all county communities.</del>	<del>Develop improved communication strategies that provide advanced information on services service levels.</del>			
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain efficient buildings and facilities use and expansions.		The county budgeted for a facilities analysis and strategic plan for FY25.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Seek and secure grants and funding assistance that enhance county services.	Seek grants and financial assistance that benefit the County without undue burden.	The county is evaluating the cost versus benefit of grants before applying for them.		In progress with anticipated completion in FY25.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain effective government affairs.	Maximize team member knowledge and skills with organized assignments.	The county maintains a lobbyist work plan that maximizes resources and efficiency.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain effective government affairs.	Monitor federal activities, remain current on trends, and respond appropriately.	The county expanded its membership and is engaged with federal government affairs organizations.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain effective government affairs.	Monitor <a href="#">state and local</a> activities, and remain current on trends, <a href="#">and respond appropriately</a> .	The county testified to the legislative interim committee and corresponded with legislators ensuring representation on water issues.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain effective government affairs.	Monitor <a href="#">state and local</a> activities, and remain current on trends, <a href="#">and respond appropriately</a> .	The county continues to monitor bills, regional discussions, media, and other communications.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Maintain effective government affairs.	Monitor <a href="#">state and local</a> activities, and remain current on trends, <a href="#">and respond appropriately</a> .	The county regularly participates in community forums, Regional Development Authorities, regional development agencies, associations, lobbyist groups, and government affairs organizations.		Finished or on-schedule.

Storey County Strategic Plan  
FY24 Annual Update-DRAFT  
Perspectives and Goals

Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Improve function, safety, and accessibility of public facilities.	Maintain communication with area leaders and agencies.	The Storey County Regional Benefits Report is regularly distributed to legislatures, agencies, and area leaders as needed.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.	Improve function, safety, and accessibility of public facilities.	Assess buildings for needed functional, security, and accessibility upgrades, implement upgrades to buildings within available funds.	Completed: (1) Courthouse electronic door locks, camera upgrades, seismic window treatment, and on-site security consol; (2) TRI McCarran Center electronic door locks and camera upgrades; (3) general facility camera upgrades; (4) swimming pool security systems; (5) Justice Court security upgrades.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	<b>6.2 Maximize the efficient use of County resources.</b>		Utilize existing professional services contracts and technology programs to maximum potential.	The county maintains a contract with DOWL for roads, water, and infrastructure project management.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.		Utilize existing professional services contracts and technology programs to maximum potential.	Departments evaluate Tyler Systems capabilities before considering new software systems and vendors.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Meet growing project demands through in-house and contracted services.	Utilize professional services contracts and technology programs to additional applications not able to be fulfilled with current staffing resources.	The county has expanded RFPs and RFQs and other means to secure best possible contracts for facilities projects. The county is exploring possible service contracts or RFP/RFQ for buildings and facilities management.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The county team reviews and aligns department level and county level strategic plans in preparation for the tentative budget and capital improvement plan.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The strategic plan this year is more detailed and better aligned with department plans and operations. The plan next year will include more performance metrics.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The Capital Improvement Plan is aligned with expected revenues and the strategic plan.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	Update strategic plan with BOCC in November 2024 to align with the spring budget process.		In progress with anticipated completion in FY25.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	Maintain the strategic plan as a “living document”.		In progress with anticipated completion in FY25.



Storey County Strategic Plan  
FY24 Annual Update-DRAFT  
Perspectives and Goals

Perspective	Goal	Objective	Strategy	Tactic(s)	Notes	Status
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between the county and fire district was approved for the Fire Station 71 project.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between county and fire district is being prepared for general shared services.		In progress with anticipated completion in FY25.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between county and VCTC was approved to share services and minimize function duplication.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	A memorandum of understanding was completed with Comstock Cemetery Foundation to operate and enhance county cemeteries.	The MOU will need to be re-approved per a land survey of cemetery expansions.	In progress with anticipated completion in FY25.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	The county continues to maintain interlocal agreements with the State of Nevada and other agencies for indigent, health, natural resources, law enforcement, and other services.		Finished or on-schedule.
6. Provide excellent, predictable, and efficient service to all our communities.	6.2 Maximize the efficient use of County resources.	Ensure effective, consistent, and appropriate use of county funds and resources.	Maintain responsible and current administrative policies and procedures.	The county completed several major administrative policy updates including fiscal policies and vehicle uses. Additional policy updates are planned for FY25.		Finished or on-schedule.





## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 10/15/2024 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 45 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Pursuant to request by Commissioner Mitchell, discussion and possible consideration directing county staff to research and engage in preliminary outreach and/or discussion with the owner(s) or representatives(s) of property commonly known as “Cottonwood Springs” and listed as for-sale, and approximately described as 365 acres located at APNs 004.241.71, 004.241.70, 004.241.69, 004.241.68, 004.241.67, 004.281.45, 004.281.44, and 004.281.25, Virginia Ranches, Storey County, Nevada, for potential future purchase, lease-option, barter or trade, transfer, or other means for potential acquisition or use by Storey County or its designee for the purposes of recreation, conservation, preservation, or dedication to a non-profit organization for similar uses potentially benefiting the public, area residents and landowners, wildlife and natural environment, or other uses deemed appropriate by the board, and to report its findings to the board at a future meeting for potential consideration.
- **Recommended motion:** I (commissioner) motion to direct county staff to research and engage in preliminary outreach and/or discussion with the owner(s) or representatives(s) of property commonly known as “Cottonwood Springs” and listed as for-sale, and approximately described as 365 acres located at APNs 004.241.71, 004.241.70, 004.241.69, 004.241.68, 004.241.67, 004.281.45, 004.281.44, and 004.281.25, Virginia Ranches, Storey County, Nevada for potential future purchase, lease-option, barter or trade, transfer, or other means for potential acquisition or use by Storey County or its designee and to report its findings to the board at a future meeting for consideration.
- **Prepared by:** County Manager for Commissioner Mitchell

**Department:** Community Development

**Contact Number:** 775.847.0968

- **Staff Summary:** According to Zillow.com, property commonly known as “Cottonwood Springs” and located in the Virginia Ranches (VR-40s) of Storey County and including approximately 365 acres of vacant land, is listed for an asking price of \$3,699,000 and has reportedly been on the market for approximately 600 days.
- Commissioner Mitchell requested county staff to bring this listing to Storey County Commission for discussion and to consider directing staff to explore potential uses for this land including, but not limited to, recreation, conservation, preservation, or dedication to a non-profit organization for similar uses potentially benefiting the public, area residents and landowners, wildlife and natural environment, or other uses deemed appropriate by the board. This request does not yet include taking action to purchase or

acquire the land. County staff, if directed by the board, will bring its findings to the board at a future meeting so that discussion may continue about potential offer to 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

## Enclosure A: Zillow Listing as of 08/21/24

< Back to search



Save Share Hide



See all 3 photos

**\$3,699,000**

Virginia City Ranches, Virginia City, NV 89440

--

beds

--

baths

**364.62**

Acres

Contact agent

VacantLand

Built in ---

364.62 Acres lot

Zestimate®

\$/sqft

\$/-- HOA

### What's special

STUNNING VIEWS OF NATURE

PEACEFUL MOUNTAIN OASIS



**\$3,699,000**

**364.62 Acres**

Virginia City Ranches  
Virginia City, NV 89440

Contact agent



## What's special

STUNNING VIEWS OF NATURE

PEACEFUL MOUNTAIN OASIS

Parcel #00424171,00424170, 00424169, 00424168, 00424167, 00428145, 00428144, and 00428125. Nestled in the peaceful mountain oasis, this property is perfect for all of your ideas. With its stunning views of nature, you will feel like you are miles away from the hustle and bustle of everyday life. But you won't be too far away from convenience; just a 20-minute to the nearest shopping center and a 5-minutes to the main road. This beautiful property includes an artisan well and fresh water springs... Buyers agent to verify all information on mls.

^ Hide

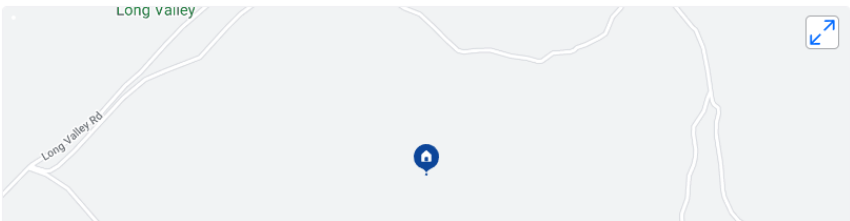
558 days on Zillow | 118 views | 4 saves

Zillow last checked: 28 minutes ago

Listing updated: February 10, 2024 at 10:11pm

Listed by: Katherine A Gillespie BS.146653 775-636-0964, eXp Realty

Source: NNRMLS, MLS#: 230001109



### Travel times



Add a destination

Contact agent

## Facts & features

### Property

#### Features

- Fencing: None
- Has view: Yes
- View description: Mountain(s)

#### Details

- Parcel number: 00424172
- Zoning: E40VR
- Special conditions: Standard

#### Lot

- Size: 364.62 Acres
- Topography: Combo/Varies
- Residential vegetation: None, Partially Wooded

### Utilities & green energy

- Sewer: None
- Water: Well

1000ft from nearest Municipalities Sewerbank

✓ Show more

### Services availability

## Contact agent

Contact agent

Name \*

Phone \*

Email \*

Message

I am interested in Virginia City Ranches, Virginia City, NV 89440.

Contact agent

☒ I want financing information

By pressing Contact agent, you agree that Zillow Group and its affiliates, and real estate professionals may call/text you about your inquiry, which may involve use of automated means and prerecorded/artificial voices. You don't need to consent as a condition of buying any property, goods or services. Message/data rates may apply. You also agree to our [Terms of Use](#). Zillow does not endorse any real estate professionals. We may share information about your recent and future site activity with your agent to help them understand what you're looking for in a home.

## Estimated market value





Zestimate®  
Not available

Estimated sales range  
Not available

Rent Zestimate®  
\$1,771/mo

## Price history

Contact agent

Date	Event	Price
2/10/2023	Listed for sale	\$3,699,000
Source:  NNRMLS #230001109 <a href="#">Report</a>		
2/6/2023	Listing removed	--
Source:  NNRMLS #200010771 <a href="#">Report</a>		
5/27/2021	Listed for sale	\$3,699,000 +2.8%
Source:  NNRMLS #200010771 <a href="#">Report</a>		
3/9/2021	Listing removed	--
Source:  NNRMLS <a href="#">Report</a>		
8/8/2020	Listed for sale	\$3,600,000
Source: Nevada Prime Real Estate LLC #200010771 <a href="#">Report</a>		

## Public tax history

Tax history is unavailable.

## Monthly payment calculator

Estimated monthly payment  
**\$21,318**



# Monthly payment calculator


Estimated monthly payment  
**\$21,318**

Principal & interest	\$18,543	▼
Mortgage insurance	\$0	▼
Property taxes	\$1,480	▼
Home insurance	\$1,295	▼
HOA fees	N/A	▼
Utilities	Not included	▼

All calculations are estimates and provided by Zillow, Inc. for informational purposes only. Actual amounts may vary.

Mortgage interest rates are dependent on a number of factors, including credit score, down payment, and repayment length. Interest rate data provided by Zillow Group Marketplace, Inc. as of 8/21/2024 from various mortgage lenders with which we have lead or other similar arrangements; the Estimated Payment is an average of those rates.

See how much you could borrow to make a competitive offer.

 [Get pre-qualified](#)

## Neighborhood: 89440

### Neighborhood: 89440



Contact agent

### Getting around

 **Walk Score®**  
0 / 100  
Car-Dependent

### Nearby schools

Nearby schools

GreatSchools rating

- 9/10

**Hugh Gallagher Elementary School**  
Grades: **PK-5** Distance: **4.3 mi**
- 6/10

**Virginia City Middle School**  
Grades: **6-8** Distance: **4.2 mi**
- 8/10

**Virginia City High School**  
Grades: **9-12** Distance: **4 mi**

Show more

Schools provided by the listing agent

Elementary: **Gallagher, Hugh**  
Middle: **Virginia City**  
High: **Virginia City**

Source: NNRMLS. This data may not be complete. We recommend contacting the local school district to confirm school assignments for this home.

Contact agent

Nearby homes



- \$35,000

40 Acres

LOT 3 S Lousetown Rd...

Sold
- \$135,000

19.8 Acres

3425 Six Mile Canyon Rd...

Sold
- \$45,000

10.01 Acres

0 Eagle View Trl, Virginia...

Sold
- \$66,000

10.1 Acres

3750 Palisade Rd #375...

Sold



## Board of Storey County Commissioners

### Agenda Action Report

**Meeting date: 10/15/2024 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. 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:** 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

**October 7, 2024**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **October 15, 2024**

COMMISSIONERS Consent Agenda:

## **SECOND 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