



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

8/6/2024 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

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

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

***Join Zoom Meeting:** <https://us02web.zoom.us/j/83946331479> **Meeting ID: 839 4633 1479**

Dial by your location

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

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

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

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County 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 August 6, 2024, meeting.

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

- I For possible action, approval of business license first readings:
 - A. Blend Catering - Out of County / 615 Spice Island Dr. #4 ~ Sparks, NV
 - B. Cheryl Berry - Home Based / 470 E. Mill St. ~ Virginia City, NV
 - C. Comstock Family Fun - Home Based / 138 S. A St. ~ Virginia City, NV
 - D. Daddy's Tacos NV - Food Truck / 4840 Mill St. Ste 8 ~ Reno, NV
 - E. Education Almanacs - Home Based / 138 S. A St. ~ Virginia City, NV
 - F. Frydays - Food Truck / 104 Double Eagle Dr. ~ Fernley, NV
 - G. ImCon - Home Based / 2230 Agate Rd. ~ Reno, NV
 - H. Metcalf Builders Inc. - Contractor / 1900 S. McCarran Blvd. Ste. 270 ~ Reno, NV
 - I. Redwood Materials Inc. - General / 675 Innovation Way ~ McCarran, NV
 - J. Redwood Materials EPC LLC - Contractor / 675 Innovation Way ~ McCarran, NV
 - K. RESA Service LLC - Out of County / 8723 Fallbrook Dr. ~ Houston, TX
 - L. S & L Plumbing LLC - Contractor / 235 E. Surge St. ~ Reno, NV
 - M. Sierra Construction Services - Contractor / 1155 Watson Way #7 ~ Sparks, NV
 - N. Sierra Drywall, Inc. - Contractor / 550 Seattle Slew Ct. ~ Reno, NV
 - O. Sierra Gate & Control - Contractor / 1125 Mill St. ~ Gardnerville, NV
 - P. Silver & Sage Rental Company LLC - Home Based / 398 N. B St. ~ Virginia City, NV

- Q. The Biggest Little Vape Shop - General / 440 USA Parkway Ste. 109 ~ Sparks, NV
- R. Trihydro Corporation - Professional / 1252 Commerce Dr. ~ Laramie, WY
- S. Western States Fire Protection - Contractor / 7020 S. Tucson Way ~ Centennial, CO

II Approval of claims in the amount of \$5,943,832.26.

III Approval of Tax Bill correction for Community Chest parcel 002-033-09 in the amount of \$2058.67. Community Chest is an exempt organization. They purchased this property in October of 2023. Assessor staff did not put the property into exempt status upon sale of property, therefore a tax bill generated. This tax bill needs to be deleted.

IV Approval for Tax Bill correction for Ryan Magera parcel 003-522-22 due to late filing of personal exemption. Tax bill correction is a reduction of \$595.24.

V Approval of Tax Bill correction for Lancer and Lisa Maciel parcel 1-255-03 due to incorrect input of Personal Exemptions. Assessor staff input the full exemption for Lisa on the parcel instead of the split amount she asked for. This tax bill increased in amount by \$631.92.

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

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

9. **RECESS TO CONVENE AS THE STOREY COUNTY BOARD OF HEALTH**

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

11. **DISCUSSION ONLY:**

Presentation by Stacy York about the nature and purpose of the Board of Health including, but not limited to, a description of the members of the board, a history of the Storey County Board of Health, and the vision for the future activity of the Storey County Board of Health.

12. **DISCUSSION ONLY:**

Quad-County Public Health Preparedness Update. This item will include an update for the hospital sector status for the State of Nevada, an overview of recent extreme heat watches and warnings, hospital workforce information, medical cost growth, an update on CrowdStrike, and other health-related information.

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

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

Consideration and possible approval of Resolution No. 24-741 designating Derek Dreiling as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances regarding abatement of nuisances, and other properly related matters.

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

Consideration and possible approval of Resolution No. 24-742 designating John Springgate as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances regarding abatement of nuisances, and other properly related matters.

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

Consideration and possible action to approve Resolution 24-743 to lease a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC, for a monthly rental of \$1,500.00 per month until July 31, 2026.

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

Consideration and possible action to approve the lease for a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC for a monthly rental of \$1,500.00 per month until July 31, 2026.

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

For consideration and possible approval, licensing board second reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.

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

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

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

Consideration and Possible Approval of Grant of Easement File No. 2024-041 to NV Energy for communication and electric facilities within the L Street Right-of-Way, Virginia City, Storey County, Nevada to facilitate construction of a single-family residence.

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

Consideration and possible authorization for the County Manager to sign and approve the DOWL 2024-25 Contract for County GIS services in the amount of \$78,000. This amount is divided and budgeted for 10 different task items. \$37,200 of this budget is attributed to the Assessor Office for mapping, and monthly GIS updates.

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

Consideration and possible authorization for the County Manager to sign and approve the Addendum to the Pictometry International Contract signed 3/24/24 in the amount of \$9,585 to be paid out of the Assessor Tech Fund for Future View training.

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

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

To approve guidelines for Revisions and As-built construction submittals outlining the process and associated fees.

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

26. **DISCUSSION ONLY:**

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

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

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

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

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

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

To accept a proposal for the completion of an environmental report to comply with USDA requirements for the Fire Station 71 project from DOWL and to authorize the County Manager to sign the DOWL task order in an amount not to exceed \$31,132.50.

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

Possible approval of amendment 1 to DOWL task order 62 to provide construction phase support for the Fairgrounds Improvement Project to include construction surveying, staking and observation, project closeout, parcel consolidation survey and map, as-built record drawings, contractor coordination and meetings, and general administration of the contract for construction. This amendment also includes bid support services which were in the original task order but moved to the current fiscal year. The task order amendment proposes the listed services for a total amount not to exceed \$139,000.00.

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

Possible approval of proposal from Paul Cavin Architect, LLC for a site evaluation and project feasibility report for the Virginia City Highlands Community Center in an amount not to exceed \$24,000.00, and to authorize the County Manager to enter into an agreement with Paul Cavin Architect LLC for these services.

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

Consideration for approval of a release of liability presented by the State of Nevada to Storey County in order to be able to participate in the national Kroger Settlement Agreement dated March 22, 2024.

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

Consideration and possible approval authorizing the County Manager to approve and sign a contract between Storey County and Foley Public Affairs for lobbying and government affairs during the 2024 interim legislative period and 2025 general legislative session in the amount of \$4,000 per month.

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

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

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

For consideration and possible approval of business license second readings:

- A. Applied Staffing Solutions LLC - Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
- B. Cheryl's Country Cottage - Home Based / 2300 Enterprise Rd. ~ Reno, NV
- C. Delta Dirtwork - Contractor / 1300 Starview Cir. ~ Reno, NV
- D. Goettl - Contractor / 5330 S. Durango Ste 100 ~ Las Vegas, NV
- E. Jaxan Electric - Contractor / 6041 McLeod Dr. ~ Las Vegas, NV
- F. Lacy J Dalton Productions LLC - Home Based / 820 Cartwright Rd. ~ Reno, NV
- G. Lake Tahoe Overlanding - Home Based / 300 Eagle View Trl. ~ Dayton, NV
- H. Lost in Time Ranch Art - Home Based / 2380 Wildrose Rd. ~ Reno, NV
- I. Nextek Construction Inc. - Contractor / 890 Patriot Blvd. Ste. E ~ Reno, NV
- J. Pavement Recycling Systems Inc. - Contractor / 10240 San Sevaine Way ~ Jurupa Valley, CA
- K. SGS Silver State Analytical Laboratories Inc. - Out of County / 3626 E. Sunset Rd. Ste. 100 ~ Las Vegas, NV
- L. Simpson Gumpertz & Heger Inc. - Professional / 480 Totten Pond Rd. ~ Waltham, MA
- M. Site Services of Nevada LLC - Out of County / 100 Sunshine Ln. ~ Reno, NV
- N. Sun Mountain Hideaway - Home Based / 81 S. B St. ~ Virginia City, NV
- O. Tesla Inc. - General / 2777 USA Parkway Ste. 101 ~ McCarran, NV
- P. The Kitchen Sink Bakery & Rotisserie - General / 32 N. C St. ~ Virginia City, NV
- Q. TVC - Out of County / 150 Brantingham Ct. ~ Dayton, NV
- R. West Springs Heating & Air Conditioning LLC - Contractor / 565 Valle Verde Dr. ~ Sparks, NV
- S. WTR Electric Inc. - Contractor / 1655 C St. ~ Sparks, NV

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

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

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the

agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.

- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

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

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

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

CERTIFICATION OF POSTING

I, Drema Smith, Administrative Assistant to Storey County, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 8/01/2024; 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/County-Commission-2>

By *Drema Smith*
Drema Smith
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 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 August 6, 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: 8/6/2024 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. Blend Catering – Out of County / 615 Spice Island Dr. #4 ~ Sparks, NV
- B. Cheryl Berry – Home Based / 470 E. Mill St. ~ Virginia City, NV
- C. Comstock Family Fun – Home Based / 138 S. A St. ~ Virginia City, NV
- D. Daddy’s Tacos NV – Food Truck / 4840 Mill St. Ste 8 ~ Reno, NV
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- I. Redwood Materials Inc. – General / 675 Innovation Way ~ McCarran, NV
- J. Redwood Materials EPC LLC – Contractor / 675 Innovation Way ~ McCarran, NV
- K. RESA Service LLC – Out of County / 8723 Fallbrook Dr. ~ Houston, TX
- L. S & L Plumbing LLC – Contractor / 235 E. Surge St. ~ Reno, NV
- M. Sierra Construction Services – Contractor / 1155 Watson Way #7 ~ Sparks, NV
- N. Sierra Drywall, Inc. – Contractor / 550 Seattle Slew Ct. ~ Reno, NV
- O. Sierra Gate & Control – Contractor / 1125 Mill St. ~ Gardnerville, NV
- P. Silver & Sage Rental Company LLC – Home Based / 398 N. B St. ~ Virginia City, NV
- Q. The Biggest Little Vape Shop – General / 440 USA Parkway Ste. 109 ~ Sparks, NV
- R. Trihydro Corporation – Professional / 1252 Commerce Dr. ~ Laramie, WY
- S. Western States Fire Protection – Contractor / 7020 S. Tucson Way ~ Centennial, CO

- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

- **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 775-847-0966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

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

July 25, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 06, 2024**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. **Blend Catering** – Out of County / 615 Spice Island Dr. #4 ~ Sparks, NV
- B. **Cheryl Berry** – Home Based / 470 E. Mill St. ~ Virginia City, NV
- C. **Comstock Family Fun** – Home Based / 138 S. A St. ~ Virginia City, NV
- D. **Daddy's Tacos NV** – Food Truck / 4840 Mill St. Ste 8 ~ Reno, NV
- E. **Education Almanacs** – Home Based / 138 S. A St. ~ Virginia City, NV
- F. **Frydays** – Food Truck / 104 Double Eagle Dr. ~ Fernley, NV
- G. **ImCon** – Home Based / 2230 Agate Rd. ~ Reno, NV
- H. **Metcalfe Builders Inc.** – Contractor / 1900 S. McCarran Blvd. Ste. 270 ~ Reno, NV
- I. **Redwood Materials Inc.** – General / 675 Innovation Way ~ McCarran, NV
- J. **Redwood Materials EPC LLC** – Contractor / 675 Innovation Way ~ McCarran, NV
- K. **RESA Service LLC** – Out of County / 8723 Fallbrook Dr. ~ Houston, TX
- L. **S & L Plumbing LLC** – Contractor / 235 E. Surge St. ~ Reno, NV
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- O. **Sierra Gate & Control** – Contractor / 1125 Mill St. ~ Gardnerville, NV
- P. **Silver & Sage Rental Company LLC** – Home Based / 398 N. B St. ~ Virginia City, NV
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- R. **Trihydro Corporation** – Professional / 1252 Commerce Dr. ~ Laramie, WY
- S. **Western States Fire Protection** – Contractor / 7020 S. Tucson Way ~ Centennial, CO

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 minutes.

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$5,943,832.26.
- **Recommended motion:** Approval of claims as submitted.
- **Prepared by:** Cory Y Wood

Department: Comptroller

Contact Number: 7758471133

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY

Check Register

Packet: APPKT06609 - 2024-05-31 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406510	SILVER STATE GOVERNMENT RELAT	05/31/2024	Regular	0.00	4,000.00	114055
100135	ALSCO INC	05/31/2024	Regular	0.00	256.50	114056
406619	AMAZON BUSINESS	05/31/2024	Regular	0.00	670.24	114057
100717	DELTA FIRE SYSTEMS	05/31/2024	Regular	0.00	540.00	114058
406683	SIERRA MEAT CO	05/31/2024	Regular	0.00	498.95	114059
99663	AT&T MOBILITY II LLC	05/31/2024	Regular	0.00	5,592.60	114060
403619	AT&T TELECONFERENCE SERVICE	05/31/2024	Regular	0.00	154.69	114061
403959	BENDER, DEBORAH	05/31/2024	Regular	0.00	30.00	114062
405077	MACKAY MANSION	05/31/2024	Regular	0.00	445.50	114063
407072	BISBEE,PATRICIA L.	05/31/2024	Regular	0.00	172.21	114064
404634	SIX MILE CANYON MINI STORAGE	05/31/2024	Regular	0.00	60.00	114065
403671	THE WASHOE CLUB MUSEUM	05/31/2024	Regular	0.00	722.75	114066
405759	C2M Media LLC	05/31/2024	Regular	0.00	2,300.00	114067
100475	CAPITAL CITY AUTO PARTS	05/31/2024	Regular	0.00	573.77	114068
404500	CARSON DODGE CHRYSLER INC	05/31/2024	Regular	0.00	97.15	114069
404216	CARSON VALLEY OIL CO	05/31/2024	Regular	0.00	9,200.43	114070
404633	CHARTER COMMUNICATIONS HOLD	05/31/2024	Regular	0.00	104.98	114071
100654	CINDERLITE TRUCKING CORP	05/31/2024	Regular	0.00	675.22	114072
405134	CMC TIRE INC	05/31/2024	Regular	0.00	8,224.40	114073
403822	COLLECTION SERVICE OF NEV	05/31/2024	Regular	0.00	184.91	114074
403990	COMSTOCK CEMETERY FOUNDATIO	05/31/2024	Regular	0.00	204.00	114075
406602	CORWIN BUICK GMC RENO	05/31/2024	Regular	0.00	139.95	114076
99652	COMSTOCK CHRONICLE	05/31/2024	Regular	0.00	4,772.25	114077
406010	DEITZ MEDIA & MARKETING, LLC	05/31/2024	Regular	0.00	22,154.47	114078
405997	DIVIDE GRAPHICS	05/31/2024	Regular	0.00	45.00	114079
403835	EWING IRRIGATION PRODUCTS, INC	05/31/2024	Regular	0.00	446.95	114080
404509	FASTENAL COMPANY	05/31/2024	Regular	0.00	759.92	114081
407141	FIRST CENTENNIAL TITLE	05/31/2024	Regular	0.00	21.00	114082
405746	FIRST TACTICAL LLC	05/31/2024	Regular	0.00	1,086.82	114083
405969	FLEETPRIDE, INC	05/31/2024	Regular	0.00	121.68	114084
406618	FOOD BANK OF NORTHERN NEVADA	05/31/2024	Regular	0.00	81.39	114085
100826	FOURTH WARD SCHOOL MUSEUM	05/31/2024	Regular	0.00	298.50	114086
407139	GOMES, GARRY	05/31/2024	Regular	0.00	50.00	114087
103470	GREAT BASIN TERMITE & PEST CON	05/31/2024	Regular	0.00	320.00	114088
405994	HARTMAN & HARTMAN, A PROFESS	05/31/2024	Regular	0.00	7,132.14	114089
102983	USABLUEBOOK	05/31/2024	Regular	0.00	687.12	114090
406941	BLIZZ INC	05/31/2024	Regular	0.00	3,000.00	114091
406818	SALT LAKE WHOLESALE SPORTS	05/31/2024	Regular	0.00	982.16	114092
100978	INTERSTATE OIL CO	05/31/2024	Regular	0.00	1,090.61	114093
405726	IT1 CONSULTING, LLC	05/31/2024	Regular	0.00	5,012.82	114094
103317	SILVER STATE INTERNATIONAL TRUC	05/31/2024	Regular	0.00	596.25	114095
403269	JET PLUMBING & DRAIN SERVICES	05/31/2024	Regular	0.00	1,854.00	114096
406617	JOHN H BURROWS INC	05/31/2024	Regular	0.00	211.56	114097
406964	FIRE APPARATUS SOLUTIONS	05/31/2024	Regular	0.00	3,273.82	114098
101040	L N CURTIS & SONS	05/31/2024	Regular	0.00	1,105.00	114099
407137	LA PORTILLA, CINDY	05/31/2024	Regular	0.00	500.00	114100
101030	LIFE-ASSIST INC	05/31/2024	Regular	0.00	6.06	114101
406639	NV DISTRIBUTORS, LLC	05/31/2024	Regular	0.00	2,688.00	114102
406484	LAST RESORT DJ SERVICE	05/31/2024	Regular	0.00	250.00	114103
101026	NEV LEGISLATIVE COUNSEL	05/31/2024	Regular	0.00	647.26	114104
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/31/2024	Regular	0.00	5,274.09	114105
99806	CONCENTRA MEDICAL CENTERS	05/31/2024	Regular	0.00	753.00	114106
404118	OPTUMINSIGHT INC	05/31/2024	Regular	0.00	356.25	114107
405127	O'REILLY AUTO PARTS	05/31/2024	Regular	0.00	3,247.13	114108

Check Register

Packet: APPKT06609-2024-05-31 AP Payments cw

VendJr Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404746	OTIS ELEVATOR COMPANY	05/31/2024	Regular	0.00	456.26	114109
404556	OUTFRONT MEDIA LLC	05/31/2024	Regular	0.00	718.00	114110
103125	PENNSYLVANIA GLOBE	05/31/2024	Regular	0.00	87,238.00	114111
101825	PETERBILT TRUCK PARTS & E	05/31/2024	Regular	0.00	154.60	114112
403895	WAY IT WAS MUSEUM	05/31/2024	Regular	0.00	155.00	114113
404837	PIPER'S OPERA HOUSE	05/31/2024	Regular	0.00	18.00	114114
403874	RENO TAHOE WINDOW CLEANING,	05/31/2024	Regular	0.00	125.00	114115
406788	PRO SE RESEARCH, LLC	05/31/2024	Regular	0.00	500.00	114116
403329	PROTECTION DEVICES INC	05/31/2024	Regular	0.00	314.85	114117
405420	JOY ENGINEERING	05/31/2024	Regular	0.00	561.81	114118
407124	RAINBOW BEND HOMEOWNERS AS:	05/31/2024	Regular	0.00	1,000.00	114119
102388	REDWOOD TOXICOLOGY LABORATC	05/31/2024	Regular	0.00	96.20	114120
404863	REFUSE, INC	05/31/2024	Regular	0.00	578.79	114121
403943	RENO TAHOE TERRITORY	05/31/2024	Regular	0.00	150.00	114122
407110	ANTHEM BLUE CROSS AND BLUE SH	05/31/2024	Regular	0.00	27,849.64	114123
200395	SAINT MARYS ARTCENTER INC	05/31/2024	Regular	0.00	67,045.00	114124
406536	SAPIENCE PRACTICE	05/31/2024	Regular	0.00	5,000.00	114125
406778	SILVER STATE ANALYTICAL LABORA	05/31/2024	Regular	0.00	265.00	114126
404187	SAWDUST TRAILS	05/31/2024	Regular	0.00	17.00	114127
101630	NV ENERGY	05/31/2024	Regular	0.00	15,245.78	114128
	Void	05/31/2024	Regular	0.00	0.00	114129
406404	SNAP-ON INDUSTRIAL	05/31/2024	Regular	0.00	210.68	114130
404638	SOLENIS LLC	05/31/2024	Regular	0.00	2,815.38	114131
405475	STAPLES BUSINESS ADVANTAGE	05/31/2024	Regular	0.00	269.82	114132
406494	ROY L STRALLA ATTORNEY AT LAW I	05/31/2024	Regular	0.00	5,000.00	114133
407140	STUTLER, BARRY	05/31/2024	Regular	0.00	63.68	114134
403892	PONDEROSA MINE TOURS	05/31/2024	Regular	0.00	2,422.00	114135
407051	SUNRISE DISTRIBUTING LLC	05/31/2024	Regular	0.00	1,235.55	114136
406676	SWITCH	05/31/2024	Regular	0.00	3,226.99	114137
407068	SYSCO SACRAMENTO INC	05/31/2024	Regular	0.00	1,659.97	114138
404615	THE ANTOS AGENCY	05/31/2024	Regular	0.00	244.09	114139
403225	TRI GENERAL IMPROVEMENT	05/31/2024	Regular	0.00	1,681.32	114140
402935	PURE WATER SYSTEMS OF NEVADA	05/31/2024	Regular	0.00	49.95	114141
406725	JOHNSON CONTROLS SECURITY SOL	05/31/2024	Regular	0.00	558.81	114142
405112	TYLER TECHNOLOGIES, INC	05/31/2024	Regular	0.00	145.00	114143
406738	UBEO BUSINESS SERVICES	05/31/2024	Regular	0.00	921.30	114144
405929	CALNEVA SIGNS	05/31/2024	Regular	0.00	4,508.88	114145
102962	UNIFORMITY	05/31/2024	Regular	0.00	597.94	114146
403728	UNITED SITE SERVICES OF NEVADA,	05/31/2024	Regular	0.00	439.00	114147
406623	US FOODS INC	05/31/2024	Regular	0.00	6,994.86	114148
101845	US POSTOFFICE (VC)	05/31/2024	Regular	0.00	300.00	114149
404828	V & T ROCK, INC	05/31/2024	Regular	0.00	723.75	114150
404181	NEVADA COMMISSION FOR THE REC	05/31/2024	Regular	0.00	250,000.00	114151
403983	VCTC	05/31/2024	Regular	0.00	75.00	114152
403268	CELLCO PARTNERSHIP	05/31/2024	Regular	0.00	367.37	114153
407009	VIRGINIA CITY OFF ROAD EXPERIEN	05/31/2024	Regular	0.00	160.00	114154
101899	GRAINGER	05/31/2024	Regular	0.00	217.89	114155
406579	WASHOE COUNTY	05/31/2024	Regular	0.00	156.00	114156
101809	WEDCO INC	05/31/2024	Regular	0.00	6,902.59	114157
405184	UNIFORMS2YOU / RENO UNIFORMS	05/31/2024	Regular	0.00	2,829.12	114158
407123	ZIRCON TILE & STONE LLC	05/31/2024	Regular	0.00	5,200.00	114159

Check Register

Packet: APPKT06609-2024-05-31 AP Payments cw

Vendor Number 404295	Vendor DBA Name WELLS ONE COMMERCIAL CARD	Payment Date 05/31/2024	Payment Type Bank Draft	Discount Amount 0.00	Payment Amount 35,100.05	Number DFT0001837
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Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	197	104	0.00	611,139.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	51	1	0.00	35,100.05
EFT's	0	0	0.00	0.00
	248	106	0.00	646,239.42

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

Cory Ylves *5/30/2024*
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] *7.12.24*
 Comptroller Date

[Signature] *6/5/2024*
 Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2024	646,239.42
			<u>646,239.42</u>



STOREY COUNTY

Check Register

Packet: APPKT06621 - 2024-06-06 Spcl Ck Wren, A. cw

By Check Number

Vendor Number 405568	Vendor DBA Name ANTHONEY J. WREN AND ASSOCIA	Payment Date 06/06/2024	Payment Type Regular	Discount Amount 0.00	Payment Amount 3,500.00	Number 114174
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Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,500.00 ✓
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	3,500.00

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

Cory Wood 6/6/2024
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
[Signature] 6-6-24
 Comptroller Date

[Signature] 6/17/24
 Treasurer Date



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 06/05/2024 - 06/07/2024
Payment Date Range 06/05/2024 - 06/07/2024

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
404300 - INTERNAL REVENUE SERVICE															
INV0018937	Medicare	0.00	0.00	11,834.12	6/7/2024	001-29503-000	DFT0001846	6/7/2024	Medicare	11,834.12	0.00	0.00	0.00	11,834.12	11,834.12
INV0018938	Social Security	0.00	0.00	1,526.34	6/7/2024	001-29505-000	DFT0001847	6/7/2024	Social Security	1,526.34	0.00	0.00	0.00	1,526.34	1,526.34
INV0018939	Federal Income Tax w/held	0.00	0.00	40,033.20	6/7/2024	001-29501-000	DFT0001848	6/7/2024	Federal w/holding	40,033.20	0.00	0.00	0.00	40,033.20	40,033.20
INV0018958	Medicare	0.00	0.00	6,406.68	6/7/2024	001-29503-000	DFT0001850	6/7/2024	Medicare	6,406.68	0.00	0.00	0.00	6,406.68	6,406.68
INV0018959	Social Security	0.00	0.00	550.42	6/7/2024	001-29505-000	DFT0001851	6/7/2024	Social Security	550.42	0.00	0.00	0.00	550.42	550.42
INV0018960	Federal Income Tax w/held	0.00	0.00	28,060.75	6/7/2024	001-29501-000	DFT0001852	6/7/2024	Federal w/holding	28,060.75	0.00	0.00	0.00	28,060.75	28,060.75
INV0018961	Medicare	0.00	0.00	72.50	6/5/2024	001-29503-000	DFT0001854	6/5/2024	Medicare	72.50	0.00	0.00	0.00	72.50	72.50
INV0018962	Federal Income Tax w/h	0.00	0.00	550.03	6/5/2024	001-29501-000	DFT0001855	6/5/2024	Federal w/holding	550.03	0.00	0.00	0.00	550.03	550.03
Vendors: (1)										89,034.04	0.00	0.00	0.00	89,034.04	89,034.04
Vendors: (1)										89,034.04	0.00	0.00	0.00	89,034.04	89,034.04

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

Processed & Submitted to Treasurer by Comptroller Admin 20240606 Date

Approved By: _____

Comptroller [Signature] Date 6.6.24

Treasurer [Signature] Date 6/17/24



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 06/07/2024 - 06/07/2024
Payment Date Range 06/07/2024 - 06/07/2024

Payable Number	Description	Units	Price	Post Date	1099 Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
405424 - OPTUM BANK, MEMBER FDIC												
INV0018920	HSA Contributions	0.00	0.00	6/7/2024	DFT0001844	6/7/2024	20,449.57	0.00	0.00	0.00	20,449.57	20,449.57
							14,892.10	0.00	0.00	0.00	14,892.10	14,892.10
							12,950.04					
							1,100.06					
							251.01					
							240.99					
							235.00					
							115.00					
INV0018921	HSA Contributions	0.00	0.00	6/7/2024	DFT0001845	6/7/2024	179.37	0.00	0.00	0.00	179.37	179.37
							179.37					
INV0018948	HSA Contributions	0.00	0.00	6/7/2024	DFT0001849	6/7/2024	5,378.10	0.00	0.00	0.00	5,378.10	5,378.10
							5,346.85					
							31.25					
Vendors: (1) Total 01 - Storey County Vendors:							20,449.57	0.00	0.00	0.00	20,449.57	20,449.57
Vendors: (1) Report Total:							20,449.57	0.00	0.00	0.00	20,449.57	20,449.57

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

Processed & Submitted to Treasurer by Comptroller Admin 20240609 Date

Approved By:

[Signature] 6.6.24 Date

[Signature] 6/17/24 Date

Comptroller

Treasurer



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/20/2024-6/2/2024

Packet: PRPKT02118 - 2024-06-07 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	722.35 <i>mm</i>
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	178	352,880.05 <i>DA</i>
Total	179	353,602.40

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

Kyal 20240606
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

AMC 6.6.24
 Comptroller Date

Christie [Signature] Deputy 6/17/24
 Treasurer Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/20/2024-6/2/2024

Packet: PRPKT02120 - 2024-06-07: FIRE- Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	181,926.99
Total	52	181,926.99

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

Kyle 20240606
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
Amc 6.6.24
 Comptroller Date

Deputy 6/17/24
 Treasurer Date



STOREY COUNTY

Check Register

Packet: APPKT06623 - 2024-06-07 PERS 715 kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405456	PUBLIC EMPLOYEES RETIREMENT BC	06/07/2024	EFT	0.00	77,680.29	10539

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	77,680.29
	2	1	0.00	77,680.29

Handwritten initials

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

Kyle 20240606
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McC 6-6-24
 Comptroller Date

Debbie 6/17/24
 Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	77,680.29
			<u>77,680.29</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 5/20/2024-6/2/2024

Packet: PRPKT02124 - Loncar SL buyout correction
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	1,913.82
Total	1	1,913.82

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

Lucia Smith 6/5/24
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
AmcCoi 6.6.24
 Comptroller Date

Debra Smith Deputy 6/27/24
 Treasurer Date



STOREY COUNTY

Check Register

Packet: APPKT06619 - 2024-06-07 PR Payment kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	06/07/2024	EFT	0.00	140,247.25	10537
404639	VOYA INSTITUTIONAL TRUST COMP.	06/07/2024	EFT	0.00	9,229.48	10538
300003	AFLAC	06/07/2024	Regular	0.00	1,683.60	114160
300008	AFSCME LOCAL4041	06/07/2024	Regular	0.00	616.25	114161
300001	COLONIAL LIFE & ACCIDENT INS CO	06/07/2024	Regular	0.00	103.38	114162
404704	DVM INSURANCE AGENCY	06/07/2024	Regular	0.00	46.54	114163
405263	KANSAS CITY LIFE INS CO	06/07/2024	Regular	0.00	966.74	114164
406598	MICHIGAN STATE DISBURSEMENT U	06/07/2024	Regular	0.00	393.79	114165
300011	NEVADA STATE TREASURER	06/07/2024	Regular	0.00	4.00	114166
406600	NORTHWEST FIRE FIGHTER BENEFIT	06/07/2024	Regular	0.00	40,918.77	114167
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/07/2024	Regular	0.00	406.17	114168
407110	ROCKY MOUNTAIN HOSPITAL AND H	06/07/2024	Regular	0.00	229,432.99	114169
300010	STATE COLLECTION & DISBURSEMEI	06/07/2024	Regular	0.00	1,124.44	114170
300006	STOREY CO FIRE FIGHTERS ASSOC	06/07/2024	Regular	0.00	1,500.00	114171
300005	WASHINGTON NATIONAL INS	06/07/2024	Regular	0.00	1,909.05	114172
300002	WESTERN INSURANCE SPECIALTIES I	06/07/2024	Regular	0.00	258.10	114173

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	14	0.00	279,363.82 ✓
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	2	0.00	149,476.73 <i>CF</i>
	39	16	0.00	428,840.55

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

Kyall _____ *20240606*
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

JMC _____ *6.6.24*
Comptroller Date

Deputy _____ *6/17/24*
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	428,840.55
			<u>428,840.55</u>



STOREY COUNTY

Check Register

Packet: APPKT06657 - 2024-06-14 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	06/14/2024	EFT	0.00	13,616.25	10540
406777	DOWL LLC	06/14/2024	EFT	0.00	170,381.85	10541
406777	DOWL LLC	06/14/2024	EFT	0.00	47,828.75	10542
404671	PORTER GROUP LLC	06/14/2024	EFT	0.00	10,000.00	10543
405261	A AND H INSURANCE, INC	06/14/2024	Regular	0.00	10,513.10	114175
407143	ACREE, DARLENE	06/14/2024	Regular	0.00	265.00	114176
400481	ALLISON, MACKENZIE, LTD	06/14/2024	Regular	0.00	980.00	114177
403795	ALPINE LOCK INC	06/14/2024	Regular	0.00	43.50	114178
406619	AMAZON BUSINESS	06/14/2024	Regular	0.00	502.24	114179
404394	GTP ACQUISTION PARTNERS II LLC	06/14/2024	Regular	0.00	1,284.77	114180
100717	DELTA FIRE SYSTEMS	06/14/2024	Regular	0.00	150.00	114181
403651	ARC HEALTH AND WELLNESS	06/14/2024	Regular	0.00	2,847.00	114182
405268	ARGENTUM PARTNERS, LTD	06/14/2024	Regular	0.00	4,500.00	114183
406683	SIERRA MEAT CO	06/14/2024	Regular	0.00	1,480.64	114184
103061	ASSESSOR'S ASSOC OF NEV	06/14/2024	Regular	0.00	345.00	114185
100073	AUTO & TRUCK ELECTRIC, INC	06/14/2024	Regular	0.00	490.00	114186
403959	BENDER, DEBORAH	06/14/2024	Regular	0.00	75.00	114187
101605	SIERRA ELECTRONICS	06/14/2024	Regular	0.00	376.78	114188
405077	MACKAY MANSION	06/14/2024	Regular	0.00	372.00	114189
100471	MOUNDHOUSE TRUE VALUE HARDW	06/14/2024	Regular	0.00	62.41	114190
406556	BRIAN BROWN MEDIATION, LTD	06/14/2024	Regular	0.00	9,500.00	114191
403671	THE WASHOE CLUB MUSEUM	06/14/2024	Regular	0.00	654.00	114192
99763	CANYON GENERAL IMPROVEMENT I	06/14/2024	Regular	0.00	1,212.50	114193
100475	CAPITAL CITY AUTO PARTS	06/14/2024	Regular	0.00	1,376.68	114194
100792	CAPITAL FORD INC	06/14/2024	Regular	0.00	1,480.06	114195
405831	CARSON NOW LLC	06/14/2024	Regular	0.00	200.00	114196
404216	CARSON VALLEY OIL CO	06/14/2024	Regular	0.00	10,467.07	114197
99720	CASELLE INC	06/14/2024	Regular	0.00	289.00	114198
100597	CASHMAN EQUIPMENT COMPANY	06/14/2024	Regular	0.00	793.90	114199
404991	CENTRAL SIERRA CONST INC	06/14/2024	Regular	0.00	25,300.00	114200
403775	CHARM-TEX	06/14/2024	Regular	0.00	646.28	114201
100505	CITY OF CARSON TREASURER	06/14/2024	Regular	0.00	40.00	114202
405134	CMC TIRE INC	06/14/2024	Regular	0.00	7,289.20	114203
403822	COLLECTION SERVICE OF NEV	06/14/2024	Regular	0.00	20.55	114204
403822	COLLECTION SERVICE OF NEV	06/14/2024	Regular	0.00	132.09	114205
403887	COMSTOCK GOLD MILL LLC	06/14/2024	Regular	0.00	44.50	114206
406406	COMSTOCK PROPANE	06/14/2024	Regular	0.00	215.81	114207
407138	CUMMINGS, SEAN ALAN	06/14/2024	Regular	0.00	350.00	114208
103220	ON THE SIDE GRAPHICS & SIGNS	06/14/2024	Regular	0.00	402.08	114209
404466	FIRST CHOICE COFFEE SRV	06/14/2024	Regular	0.00	720.00	114210
404684	DASH MEDICAL GLOVES, LLC	06/14/2024	Regular	0.00	641.97	114211
406010	DEITZ MEDIA & MARKETING, LLC	06/14/2024	Regular	0.00	22,154.47	114212
406419	DRINKWATER LAW OFFICES	06/14/2024	Regular	0.00	375.00	114213
404547	FACTORY MOTOR PARTS	06/14/2024	Regular	0.00	70.09	114214
403835	EWING IRRIGATION PRODUCTS, INC	06/14/2024	Regular	0.00	305.17	114215
404509	FASTENAL COMPANY	06/14/2024	Regular	0.00	2,714.31	114216
405746	FIRST TACTICAL LLC	06/14/2024	Regular	0.00	1,507.55	114217
404117	FLEET HEATING & AIR INC	06/14/2024	Regular	0.00	1,300.00	114218
405969	FLEETPRIDE, INC	06/14/2024	Regular	0.00	4,901.43	114219
100826	FOURTH WARD SCHOOL MUSEUM	06/14/2024	Regular	0.00	129.00	114220
407074	GARDA CL SOUTHWEST INC	06/14/2024	Regular	0.00	306.55	114221
103470	GREAT BASIN TERMITES & PEST CON	06/14/2024	Regular	0.00	150.00	114222
405784	LAKOTA HRM, LLC	06/14/2024	Regular	0.00	3,040.00	114223
405994	HARTMAN & HARTMAN, A PROFESS	06/14/2024	Regular	0.00	4,252.98	114224

Check Register

Packet: APPKT06657-2024-06-14 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
102983	USABUEBOOK	06/14/2024	Regular	0.00	2,571.99	114225
403951	HOT AUGUST NIGHTS INC	06/14/2024	Regular	0.00	35,000.00	114226
406603	HUSTLER HYDRAULICS LLC	06/14/2024	Regular	0.00	135.02	114227
404328	INTERCEPT INC	06/14/2024	Regular	0.00	1,618.00	114228
100978	INTERSTATE OIL CO	06/14/2024	Regular	0.00	5,201.28	114229
100885	IRON MOUNTAIN	06/14/2024	Regular	0.00	399.25	114230
403834	IT1 SOURCE LLC	06/14/2024	Regular	0.00	8,941.00	114231
103317	SILVER STATE INTERNATIONAL TRUC	06/14/2024	Regular	0.00	569,444.90	114232
103317	SILVER STATE INTERNATIONAL TRUC	06/14/2024	Regular	0.00	10,586.95	114233
406428	J W WELDING SUPPLIES & TOOLS	06/14/2024	Regular	0.00	291.07	114234
406645	JOHN'S SPRING AND SUSPENSION LI	06/14/2024	Regular	0.00	173.92	114235
407147	JOHNSON, KIM	06/14/2024	Regular	0.00	500.00	114236
407148	KIMBALL, ROBERT	06/14/2024	Regular	0.00	230.45	114237
101040	L N CURTIS & SONS	06/14/2024	Regular	0.00	20,108.89	114238
407118	L3HARRIS TECHNOLOGIES INC	06/14/2024	Regular	0.00	8,011.46	114239
101030	LIFE-ASSIST INC	06/14/2024	Regular	0.00	3,214.97	114240
406650	LIVINGSTON, PAUL	06/14/2024	Regular	0.00	465.00	114241
405548	LUMOS & ASSOCIATES, INC	06/14/2024	Regular	0.00	320.00	114242
404363	MA LABS INC	06/14/2024	Regular	0.00	1,802.16	114243
405307	THE TOMBSTONE COWBOYS/HELLD	06/14/2024	Regular	0.00	3,176.00	114244
102857	MICHAEL HOHL MOTOR CO	06/14/2024	Regular	0.00	60,000.00	114245
403096	MONARCH DIRECT LLC	06/14/2024	Regular	0.00	582.30	114246
405498	NATIONAL ELEVATOR INSPECTION S	06/14/2024	Regular	0.00	500.39	114247
406888	NELSON, JAMES	06/14/2024	Regular	0.00	1,458.00	114248
101226	NEV COMPTROLLER STE 5	06/14/2024	Regular	0.00	777.67	114249
101226	NEV COMPTROLLER STE 5	06/14/2024	Regular	0.00	14,443.00	114250
403317	NEV DEPT PUBLIC SAFETY	06/14/2024	Regular	0.00	1,529.50	114251
101026	NEV LEGISLATIVE COUNSEL	06/14/2024	Regular	0.00	1,612.79	114252
101026	NEV LEGISLATIVE COUNSEL	06/14/2024	Regular	0.00	1,612.78	114253
101026	NEV LEGISLATIVE COUNSEL	06/14/2024	Regular	0.00	85.77	114254
101241	NEV PUBLIC AGENCY INSURANCE PC	06/14/2024	Regular	0.00	549,906.57	114255
101269	NEVADA LEGAL SERVICES INC	06/14/2024	Regular	0.00	754.86	114256
407001	UNIVERSAL ENGINEERING SCIENCES	06/14/2024	Regular	0.00	18,411.00	114257
102295	NTU TECHNOLOGIES INC	06/14/2024	Regular	0.00	4,315.20	114258
99806	CONCENTRA MEDICAL CENTERS	06/14/2024	Regular	0.00	154.00	114259
406628	OLIVER PACKAGING & EQUIPMENT	06/14/2024	Regular	0.00	200.00	114260
406417	OOSOSHARP, LLC	06/14/2024	Regular	0.00	1,589.66	114261
405127	O'REILLY AUTO PARTS	06/14/2024	Regular	0.00	2,249.54	114262
404556	OUTFRONT MEDIA LLC	06/14/2024	Regular	0.00	718.00	114263
406093	NEVADA APPEAL	06/14/2024	Regular	0.00	75.00	114264
407149	PARIGINI, MICHAEL	06/14/2024	Regular	0.00	190.00	114265
403895	WAY IT WAS MUSEUM	06/14/2024	Regular	0.00	68.00	114266
404837	PIPER'S OPERA HOUSE	06/14/2024	Regular	0.00	116.00	114267
403329	PROTECTION DEVICES INC	06/14/2024	Regular	0.00	175.00	114268
103221	PEBP	06/14/2024	Regular	0.00	2,092.91	114269
404863	REFUSE, INC	06/14/2024	Regular	0.00	1,802.76	114270
103273	REMSA EDUCATION DEPT	06/14/2024	Regular	0.00	323.00	114271
403601	RENO ROCK TRANSPORT	06/14/2024	Regular	0.00	1,590.00	114272
101568	SANI-HUT COMPANY INC	06/14/2024	Regular	0.00	805.00	114273
103241	SBC GLOBAL SERVICES IN LD	06/14/2024	Regular	0.00	79.50	114274
404675	SUPERIOR POOL PRODUCTS	06/14/2024	Regular	0.00	1,180.34	114275
406778	SILVER STATE ANALYTICAL LABORAT	06/14/2024	Regular	0.00	1,686.00	114276
406367	SHEPHERD SCOTT F.	06/14/2024	Regular	0.00	500.00	114277
404187	SAWDUST TRAILS	06/14/2024	Regular	0.00	7.00	114278
406945	SILVER STATE JANITORIAL SERVICES	06/14/2024	Regular	0.00	480.00	114279
101658	SPB UTILITY SERVICES INC	06/14/2024	Regular	0.00	6,231.00	114280
405989	TSA CUSTOM CAR AND TRUCK	06/14/2024	Regular	0.00	1,086.79	114281
101717	ST CO SCHOOL DISTRICT	06/14/2024	Regular	0.00	90,376.36	114282
101745	ST CO WATER SYSTEM	06/14/2024	Regular	0.00	5,186.44	114283
405475	STAPLES BUSINESS ADVANTAGE	06/14/2024	Regular	0.00	968.31	114284
101229	OFFICE OF THE STATE CONTROLLER	06/14/2024	Regular	0.00	449,560.44	114285

Check Register:

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101335	STATE OF NEVADA, DEPT OF TAXAT	06/14/2024	Regular	0.00	180.84	114286
102441	STOREY COUNTY SHERIFF	06/14/2024	Regular	0.00	988.00	114287
403892	PONDEROSA MINE TOURS	06/14/2024	Regular	0.00	2,436.00	114288
407051	SUNRISE DISTRIBUTING LLC	06/14/2024	Regular	0.00	1,127.05	114289
407134	SWIZZLE BRAND SOLUTIONS	06/14/2024	Regular	0.00	681.22	114290
405114	TAX MANAGEMENT ASSOCIATES IN	06/14/2024	Regular	0.00	60,000.00	114291
405185	THATCHER COMPANY OF NEVADA, I	06/14/2024	Regular	0.00	1,580.78	114292
407029	THE ABBIE AGENCY	06/14/2024	Regular	0.00	26,920.00	114293
404615	THE ANTOS AGENCY	06/14/2024	Regular	0.00	2,400.00	114294
402959	THE FLAG STORE SIGN AND BANNEF	06/14/2024	Regular	0.00	191.20	114295
103306	PURCHASE POWER	06/14/2024	Regular	0.00	15,156.25	114296
103063	THE PITNEY BOWES BANK INC	06/14/2024	Regular	0.00	500.00	114297
103063	THE PITNEY BOWES BANK INC	06/14/2024	Regular	0.00	300.00	114298
406977	THE SIGN AND DESIGN SHOP LLC	06/14/2024	Regular	0.00	1,067.66	114299
102311	THORNDAL ARMSTRONG PC	06/14/2024	Regular	0.00	1,305.00	114300
407013	TRANSUNION RISK AND ALTERNATI	06/14/2024	Regular	0.00	124.00	114301
404647	TRIVIUM PACKAGING	06/14/2024	Regular	0.00	7.00	114302
406738	UBEO BUSINESS SERVICES	06/14/2024	Regular	0.00	494.71	114303
407142	UNIFIRST CORPORATION	06/14/2024	Regular	0.00	752.02	114304
102962	UNIFORMITY	06/14/2024	Regular	0.00	130.25	114305
406465	UNITED ROTARY BRUSH CORPORAT	06/14/2024	Regular	0.00	3,242.34	114306
406623	US FOODS INC	06/14/2024	Regular	0.00	7,310.36	114307
405479	US IMAGING INC	06/14/2024	Regular	0.00	22,378.00	114308
101845	US POSTOFFICE (VC)	06/14/2024	Regular	0.00	120.00	114309
101845	US POSTOFFICE (VC)	06/14/2024	Regular	0.00	120.00	114310
101845	US POSTOFFICE (VC)	06/14/2024	Regular	0.00	120.00	114311
101845	US POSTOFFICE (VC)	06/14/2024	Regular	0.00	188.00	114312
101845	US POSTOFFICE (VC)	06/14/2024	Regular	0.00	120.00	114313
404828	V & T ROCK, INC	06/14/2024	Regular	0.00	1,020.50	114314
403894	VIRGINIA & TRUCKEE RR CO, INC.	06/14/2024	Regular	0.00	63.00	114315
101899	GRAINGER	06/14/2024	Regular	0.00	34.66	114316
402820	WALKER & ASSOCIATES, INC.	06/14/2024	Regular	0.00	4,000.00	114317
405574	WASHOE COUNTY FORENSIC SCIENC	06/14/2024	Regular	0.00	670.00	114318
103080	WATERS VACUUM TRUCK SERVICE	06/14/2024	Regular	0.00	320.00	114319
101920	WESTERN NEVADA SUPPLY CO	06/14/2024	Regular	0.00	1,485.41	114320
103218	WHITE CAP, LP	06/14/2024	Regular	0.00	295.20	114321
405184	UNIFORMS2YOU / RENO UNIFORMS	06/14/2024	Regular	0.00	259.95	114322
404295	WELLS ONE COMMERCIAL CARD	06/14/2024	Bank Draft	0.00	39,908.49	DFT0001866

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	306	148	0.00	2,183,032.27 ✓
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	1	0.00	39,908.49
EFT's	11	4	0.00	241,826.85
	356	153	0.00	2,464,767.61

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

Cory Y. Wood 6/12/24
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 7.12.24
 Comptroller Date

[Signature] 6/17/24
 Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	2,464,767.61
			<u>2,464,767.61</u>



STOREY COUNTY

Vendor History Report
By Vendor Name
Posting Date Range 06/21/2024 - 06/21/2024
Payment Date Range 06/21/2024 - 06/21/2024

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
404300 - INTERNAL REVENUE SERVICE												
INV0018989	Medicare	0.00	0.00	6/21/2024	001-29503-000	6/21/2024	11,083.86	0.00	0.00	0.00	11,083.86	11,083.86
INV0018990	Social Security	0.00	0.00	6/21/2024	DFT0001870	6/21/2024	1,752.66	0.00	0.00	0.00	1,752.66	1,752.66
INV0018991	Federal Income Tax w/h	0.00	0.00	6/21/2024	001-29505-000	6/21/2024	1,752.66	0.00	0.00	0.00	1,752.66	1,752.66
INV0018991	Federal Income Tax w/h	0.00	0.00	6/21/2024	DFT0001871	6/21/2024	35,075.12	0.00	0.00	0.00	35,075.12	35,075.12
INV0019006	Medicare	0.00	0.00	6/21/2024	001-29501-000	6/21/2024	35,075.12	0.00	0.00	0.00	35,075.12	35,075.12
INV0019006	Medicare	0.00	0.00	6/21/2024	DFT0001873	6/21/2024	35,075.12	0.00	0.00	0.00	35,075.12	35,075.12
INV0019007	Social Security	0.00	0.00	6/21/2024	001-29503-000	6/21/2024	5,994.74	0.00	0.00	0.00	5,994.74	5,994.74
INV0019007	Social Security	0.00	0.00	6/21/2024	DFT0001874	6/21/2024	5,994.74	0.00	0.00	0.00	5,994.74	5,994.74
INV0019008	Federal Income Tax w/h	0.00	0.00	6/21/2024	001-29505-000	6/21/2024	587.24	0.00	0.00	0.00	587.24	587.24
INV0019008	Federal Income Tax w/h	0.00	0.00	6/21/2024	DFT0001875	6/21/2024	587.24	0.00	0.00	0.00	587.24	587.24
							24,967.10	0.00	0.00	0.00	24,967.10	24,967.10
							24,967.10	0.00	0.00	0.00	24,967.10	24,967.10
Vendors: (1)							79,460.72	0.00	0.00	0.00	79,460.72	79,460.72
Total 01 - Storey County Vendors:							79,460.72	0.00	0.00	0.00	79,460.72	79,460.72
Vendors: (1)							79,460.72	0.00	0.00	0.00	79,460.72	79,460.72
Report Total:							79,460.72	0.00	0.00	0.00	79,460.72	79,460.72

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

Processed & Submitted to Treasurer by Comptroller Admin 20240621 Date

Approved By:

[Signature] 7/12/24 Date

Comptroller

[Signature] 6/24/2024 Date
Treasurer



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 6/3/2024-6/16/2024

Packet: PRPKT02132 - 2024-06-21: FIRE Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	171,044.37
Total	52	171,044.37

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

Kyo 20240621
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 7.12.24
 Comptroller Date

[Signature] deputy 6/24/2024
 Treasurer Date



STOREY COUNTY

Payroll Check Register Checks

Pay Period: 6/3/2024-6/16/2024

Packet: PRPKT02132 - 2024-06-21: FIRE Payroll tp
Payroll Set: Storey County - 01

<u>Employee</u>	<u>Employee #</u>	<u>Check Type</u>	<u>Date</u>	<u>Amount</u>	<u>Number</u>
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*** No Checks Created In This Packet ***



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 6/3/2024-6/16/2024

Packet: PRPKT02130 - 2024-06-21 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	8	1,245.85
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	191	330,205.73
Total	199	331,451.58

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

[Signature] 20240621
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 7.12.24
 Comptroller Date

[Signature] 6/24/2024
 Treasurer Date




By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	06/21/2024	EFT	0.00	137,694.73	10544
404869	SCSO EMPLOYEES ASSOCIATIO	06/21/2024	EFT	0.00	792.00	10545
404639	VOYA INSTITUTIONAL TRUST COMP,	06/21/2024	EFT	0.00	9,229.48	10546
300003	AFLAC	06/21/2024	Regular	0.00	1,683.60	114323
300008	AFSCME LOCAL4041	06/21/2024	Regular	0.00	626.90	114324
300001	COLONIAL LIFE & ACCIDENT INS CO	06/21/2024	Regular	0.00	103.38	114325
404704	DVM INSURANCE AGENCY	06/21/2024	Regular	0.00	46.54	114326
406598	MICHIGAN STATE DISBURSEMENT U	06/21/2024	Regular	0.00	393.79	114327
300011	NEVADA STATE TREASURER	06/21/2024	Regular	0.00	4.00	114328
406600	NORTHWEST FIRE FIGHTER BENEFIT	06/21/2024	Regular	0.00	2,589.56	114329
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/21/2024	Regular	0.00	406.17	114330
407110	ROCKY MOUNTAIN HOSPITAL AND H	06/21/2024	Regular	0.00	9,616.66	114331
300010	STATE COLLECTION & DISBURSEMEI	06/21/2024	Regular	0.00	1,124.44	114332
300006	STOREY CO FIRE FIGHTERS ASSOC	06/21/2024	Regular	0.00	1,600.00	114333
300005	WASHINGTON NATIONAL INS	06/21/2024	Regular	0.00	1,821.37	114334

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	22	12	0.00	20,016.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	3	0.00	147,716.21
	30	15	0.00	167,732.62

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


 _____ 20240621
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:


 _____ 7.12.24
 Comptroller Date


 _____ 6/24/2024
 Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	167,732.62
			<u>167,732.62</u>



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 06/21/2024 - 06/21/2024
Payment Date Range 06/21/2024 - 06/21/2024

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
405424 - OPTUM BANK, MEMBER FDIC															
INV0018975	HSA Contributions	0.00	0.00	39,437.22	6/21/2024	001-29506-000	DFT0001867	6/21/2024	Insurances	39,437.22	0.00	0.00	0.00	39,437.22	39,437.22
						020-29506-000			Rds-Ins	1,100.06					
						090-29506-000			Wtr-Ins	251.01					
						130-29506-000			Swr-Ins	240.99					
						230-29506-000			VCTC-Ins	235.00					
						231-29506-000			Pipers-Ins	115.00					
INV0018976	HSA Contributions	0.00	0.00	179.37	6/21/2024	001-29506-000	DFT0001868	6/21/2024	Insurances	179.37	0.00	0.00	0.00	179.37	179.37
						250-29506-000			Fire-Ins	22,888.09	0.00	0.00	0.00	22,888.09	22,888.09
						270-29506-000			FireMutual-Ins	19.57					
						290-29506-000			Fire-Ins	28.80					
Vendors: (1) Total 01 - Storey County Vendors:										62,504.68	0.00	0.00	0.00	62,504.68	62,504.68
Vendors: (1) Report Total:										62,504.68	0.00	0.00	0.00	62,504.68	62,504.68

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

Processed & Submitted to Treasurer by Comptroller Admin 20240621 Date

Approved By:

[Signature] 7.12.24 Date

[Signature] 6/25/2024 Date

Comptroller

Treasurer



STOREY COUNTY

Check Register

Packet: APPKT06670 - 2024-06-21 PERS 715 kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 405456	PUBLIC EMPLOYEES RETIREMENT BC	06/21/2024	EFT	0.00	77,328.89	10547

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	77,328.89
	2	1	0.00	77,328.89

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

Kyle C. 20240621
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 7.12.24
 Comptroller Date

[Signature] 6/24/2024
 Treasurer Deputy Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	77,328.89
			<u>77,328.89</u>



STOREY COUNTY

Check Register

Packet: APPKT06700 - 2024-06-28 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
407150	A TEAM TRASH HAULING LLC	06/28/2024	Regular	0.00	118.75	114335
406510	SILVER STATE GOVERNMENT RELAT	06/28/2024	Regular	0.00	4,000.00	114336
407160	ALLEN, HEATHER	06/28/2024	Regular	0.00	557.50	114337
400481	ALLISON, MACKENZIE, LTD	06/28/2024	Regular	0.00	2,255.00	114338
406619	AMAZON BUSINESS	06/28/2024	Regular	0.00	325.71	114339
401497	ANTINORO, GERALD	06/28/2024	Regular	0.00	1,392.00	114340
403651	ARC HEALTH AND WELLNESS	06/28/2024	Regular	0.00	974.00	114341
404420	ARCADIA PUBLISHING INC	06/28/2024	Regular	0.00	296.87	114342
406683	SIERRA MEAT CO	06/28/2024	Regular	0.00	573.27	114343
407058	ARNOLD, JANET	06/28/2024	Regular	0.00	524.10	114344
405332	BATTLE BORN DIGIAL MEDIA AND M	06/28/2024	Regular	0.00	852.80	114345
403959	BENDER, DEBORAH	06/28/2024	Regular	0.00	60.00	114346
101605	SIERRA ELECTRONICS	06/28/2024	Regular	0.00	11,484.38	114347
405077	MACKAY MANSION	06/28/2024	Regular	0.00	774.00	114348
100471	MOUNDHOUSE TRUE VALUE HARDV	06/28/2024	Regular	0.00	46.96	114349
406556	BRIAN BROWN MEDIATION, LTD	06/28/2024	Regular	0.00	9,500.00	114350
401162	BROWNWELL, KELLY	06/28/2024	Regular	0.00	103.30	114351
403671	THE WASHOE CLUB MUSEUM	06/28/2024	Regular	0.00	828.75	114352
404777	CAL-NEVADA TOWING	06/28/2024	Regular	0.00	75.00	114353
99763	CANYON GENERAL IMPROVEMENT I	06/28/2024	Regular	0.00	1,200.00	114354
100475	CAPITAL CITY AUTO PARTS	06/28/2024	Regular	0.00	1,641.86	114355
100486	CAPITOL REPORTERS	06/28/2024	Regular	0.00	2,215.60	114356
404216	CARSON VALLEY OIL CO	06/28/2024	Regular	0.00	19,335.95	114357
406666	CARSON VALLEY POPS ORCHESTRA	06/28/2024	Regular	0.00	500.00	114358
404633	CHARTER COMMUNICATIONS HOLD	06/28/2024	Regular	0.00	218.91	114359
404434	CIVICPLUS, LLC	06/28/2024	Regular	0.00	577.50	114360
405134	CMC TIRE INC	06/28/2024	Regular	0.00	6,383.44	114361
403887	COMSTOCK GOLD MILL LLC	06/28/2024	Regular	0.00	17.00	114362
406406	COMSTOCK PROPANE	06/28/2024	Regular	0.00	124.29	114363
404825	CONSOLIDATED VIRGINIA MINING C	06/28/2024	Regular	0.00	1,500.00	114364
406372	CONSTRUCTION MATERIALS ENGINI	06/28/2024	Regular	0.00	3,825.00	114365
407163	COWSON, JENNIFER	06/28/2024	Regular	0.00	126.44	114366
405982	DAY, RODNEY LEE	06/28/2024	Regular	0.00	3,682.90	114367
99652	COMSTOCK CHRONICLE	06/28/2024	Regular	0.00	94.50	114368
406742	DICKINSON, SONYA	06/28/2024	Regular	0.00	520.00	114369
405997	DIVIDE GRAPHICS	06/28/2024	Regular	0.00	480.00	114370
401385	DIXON, SHARON	06/28/2024	Regular	0.00	228.00	114371
403576	DOMINION VOTING SYSTEMS INC.	06/28/2024	Regular	0.00	11,000.00	114372
406831	DREILING, DEREK CHARLES	06/28/2024	Regular	0.00	1,131.25	114373
403835	EWING IRRIGATION PRODUCTS, INC	06/28/2024	Regular	0.00	249.06	114374
404509	FASTENAL COMPANY	06/28/2024	Regular	0.00	1,551.79	114375
101485	FERGUSON ENTERPRISES INC	06/28/2024	Regular	0.00	1,602.25	114376
405969	FLEETPRIDE, INC	06/28/2024	Regular	0.00	929.28	114377
407155	FOR THE SONG CHARITABLE FUND	06/28/2024	Regular	0.00	1,500.00	114378
100826	FOURTH WARD SCHOOL MUSEUM	06/28/2024	Regular	0.00	452.50	114379
103470	GREAT BASIN TERMITE & PEST CON	06/28/2024	Regular	0.00	150.00	114380
403518	HART, DAVID E	06/28/2024	Regular	0.00	342.18	114381
405994	HARTMAN & HARTMAN, A PROFESS	06/28/2024	Regular	0.00	21,905.58	114382
406745	HAYDEN, SHERYL	06/28/2024	Regular	0.00	654.70	114383
405490	HIGASHI-PIZZUTO, GRACE	06/28/2024	Regular	0.00	180.00	114384
405293	HIGHLAND ELECTRIC AND LIGHTING	06/28/2024	Regular	0.00	67,965.00	114385
405360	HUNTINGTON, ELIZABETH L.	06/28/2024	Regular	0.00	192.00	114386
406603	HUSTLER HYDRAULICS LLC	06/28/2024	Regular	0.00	11.34	114387
102564	HYDRAULIC INDUSTRIAL SERVICES II	06/28/2024	Regular	0.00	34.17	114388

Check Register

Packet: APPKT06700-2024-06-28 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
100978	INTERSTATE OIL CO	06/28/2024	Regular	0.00	1,509.82	114389
407159	ISENBERG, JANICE	06/28/2024	Regular	0.00	230.00	114390
405726	IT1 CONSULTING, LLC	06/28/2024	Regular	0.00	5,004.96	114391
403834	IT1 SOURCE LLC	06/28/2024	Regular	0.00	185.48	114392
103317	SILVER STATE INTERNATIONAL TRUCK	06/28/2024	Regular	0.00	125.99	114393
406428	J W WELDING SUPPLIES & TOOLS	06/28/2024	Regular	0.00	125.34	114394
406617	JOHN H BURROWS INC	06/28/2024	Regular	0.00	322.23	114395
407165	JOHNSON, PAUL	06/28/2024	Regular	0.00	281.43	114396
407162	JORDAN, JOHN	06/28/2024	Regular	0.00	1,367.10	114397
403563	JUSTICE AV SOLUTIONS, INC	06/28/2024	Regular	0.00	6,422.12	114398
407152	PORAC LEGAL DEFENSE FUND	06/28/2024	Regular	0.00	144.00	114399
101030	LIFE-ASSIST INC	06/28/2024	Regular	0.00	1,434.01	114400
407154	LIMA, EMALIE	06/28/2024	Regular	0.00	100.00	114401
404849	LINDE GAS & EQUIPMENT INC.	06/28/2024	Regular	0.00	291.80	114402
404102	LIQUID BLUE EVENTS LLC	06/28/2024	Regular	0.00	3,200.00	114403
406650	LIVINGSTON, PAUL	06/28/2024	Regular	0.00	264.00	114404
405548	LUMOS & ASSOCIATES, INC	06/28/2024	Regular	0.00	10,441.00	114405
406031	MCINTOSH, CLAUDIA GARCIA	06/28/2024	Regular	0.00	170.00	114406
405307	THE TOMBSTONE COWBOYS/HELLD	06/28/2024	Regular	0.00	3,278.00	114407
401157	MOORE, DEBORAH	06/28/2024	Regular	0.00	571.32	114408
405498	NATIONAL ELEVATOR INSPECTION S	06/28/2024	Regular	0.00	500.39	114409
405194	NEVADA AREA COUNCIL, BOY SCOU	06/28/2024	Regular	0.00	220.00	114410
406706	AT&T NEVADA	06/28/2024	Regular	0.00	51.40	114411
403632	NEVADA BLUE LTD (RNO)	06/28/2024	Regular	0.00	236.88	114412
407167	NEVADA FENCE LLC	06/28/2024	Regular	0.00	1,494.94	114413
404163	SILVER STATE BARRICADE & SIGN	06/28/2024	Regular	0.00	302.80	114414
405127	O'REILLY AUTO PARTS	06/28/2024	Regular	0.00	307.32	114415
404870	LAW OFFICE OF JOAN OSBORNE	06/28/2024	Regular	0.00	7,350.00	114416
403895	WAY IT WAS MUSEUM	06/28/2024	Regular	0.00	206.00	114417
404837	PIPER'S OPERA HOUSE	06/28/2024	Regular	0.00	59.00	114418
406657	PIZZUTO, CHRISTOPHER A	06/28/2024	Regular	0.00	100.00	114419
405952	PRE-SORT	06/28/2024	Regular	0.00	2,207.00	114420
404888	QUIGLEY, KATHRYN J.	06/28/2024	Regular	0.00	185.00	114421
102388	REDWOOD TOXICOLOGY LABORATC	06/28/2024	Regular	0.00	140.26	114422
404863	REFUSE, INC	06/28/2024	Regular	0.00	577.18	114423
101521	RENO DRAIN OIL SERVICE	06/28/2024	Regular	0.00	100.00	114424
406378	ROADSAFE TRAFFIC SYSTEMS, INC.	06/28/2024	Regular	0.00	3,580.00	114425
200395	SAINT MARYS ARTCENTER INC	06/28/2024	Regular	0.00	5.00	114426
200395	SAINT MARYS ARTCENTER INC	06/28/2024	Regular	0.00	16,000.00	114427
101568	SANI-HUT COMPANY INC	06/28/2024	Regular	0.00	1,815.00	114428
407064	SARGENT, SHARON L.	06/28/2024	Regular	0.00	200.00	114429
404675	SUPERIOR POOL PRODUCTS	06/28/2024	Regular	0.00	766.45	114430
406778	SILVER STATE ANALYTICAL LABORAT	06/28/2024	Regular	0.00	1,596.00	114431
404187	SAWDUST TRAILS	06/28/2024	Regular	0.00	33.50	114432
407156	SIERRA COLLISION INCORPORATED	06/28/2024	Regular	0.00	4,838.52	114433
101630	NV ENERGY	06/28/2024	Regular	0.00	55,844.00	114434
101630	NV ENERGY	06/28/2024	Regular	0.00	17,276.36	114435
	Void	06/28/2024	Regular	0.00	0.00	114436
406744	SMITH, LYNN MARIE	06/28/2024	Regular	0.00	130.00	114437
403384	SMITHS FOOD & DRUG CENTER	06/28/2024	Regular	0.00	1,105.89	114438
403234	TAHOE SUPPLY COMPANY LLC	06/28/2024	Regular	0.00	75.24	114439
405989	TSA CUSTOM CAR AND TRUCK	06/28/2024	Regular	0.00	469.99	114440
405475	STAPLES BUSINESS ADVANTAGE	06/28/2024	Regular	0.00	661.50	114441
407157	STCLAIR, FAITH	06/28/2024	Regular	0.00	110.02	114442
407161	STELZNER, KRISTEN N.	06/28/2024	Regular	0.00	2,500.00	114443
406494	ROY L STRALLA ATTORNEY AT LAW F	06/28/2024	Regular	0.00	5,000.00	114444
403892	PONDEROSA MINE TOURS	06/28/2024	Regular	0.00	2,627.00	114445
407051	SUNRISE DISTRIBUTING LLC	06/28/2024	Regular	0.00	1,388.60	114446
405244	SUTTON HAGUE LAW CORP	06/28/2024	Regular	0.00	3,037.50	114447
406676	SWITCH	06/28/2024	Regular	0.00	3,920.50	114448
407068	SYSCO SACRAMENTO INC	06/28/2024	Regular	0.00	898.89	114449

Check Register

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405705	TELEFLEX LLC	06/28/2024	Regular	0.00	1,115.50	114450
405124	CHOLLAR MINE 1859 LLC	06/28/2024	Regular	0.00	36.00	114451
405185	THATCHER COMPANY OF NEVADA, I	06/28/2024	Regular	0.00	6,692.68	114452
404615	THE ANTOS AGENCY	06/28/2024	Regular	0.00	2,400.00	114453
102311	THORNDAL ARMSTRONG PC	06/28/2024	Regular	0.00	1,642.50	114454
406649	THROWER-VICTORINE, DENISE	06/28/2024	Regular	0.00	619.72	114455
403225	TRI GENERAL IMPROVEMENT	06/28/2024	Regular	0.00	1,884.68	114456
407158	TYLAWSKY, SHERMAN YU-SHIN	06/28/2024	Regular	0.00	170.00	114457
405112	TYLER TECHNOLOGIES, INC	06/28/2024	Regular	0.00	3,010.00	114458
403035	TYLER, BRET	06/28/2024	Regular	0.00	110.00	114459
406738	UBEO BUSINESS SERVICES	06/28/2024	Regular	0.00	90.71	114460
407142	UNIFIRST CORPORATION	06/28/2024	Regular	0.00	338.22	114461
102962	UNIFORMITY	06/28/2024	Regular	0.00	873.15	114462
403728	UNITED SITE SERVICES OF NEVADA,	06/28/2024	Regular	0.00	439.00	114463
406623	US FOODS INC	06/28/2024	Regular	0.00	6,510.50	114464
101845	US POSTOFFICE (VC)	06/28/2024	Regular	0.00	300.00	114465
404828	V & T ROCK, INC	06/28/2024	Regular	0.00	88.00	114466
404181	NEVADA COMMISSION FOR THE REC	06/28/2024	Regular	0.00	250,000.00	114467
403983	VCTC	06/28/2024	Regular	0.00	50.00	114468
403268	CELLCO PARTNERSHIP	06/28/2024	Regular	0.00	394.61	114469
403894	VIRGINIA & TRUCKEE RR CO, INC.	06/28/2024	Regular	0.00	84.00	114470
403723	VIRGINIA HIGHLANDS VFD	06/28/2024	Regular	0.00	1,250.00	114471
101890	WASHOE COUNTY	06/28/2024	Regular	0.00	1,050.00	114472
101920	WESTERN NEVADA SUPPLY CO	06/28/2024	Regular	0.00	5,757.18	114473
407123	ZIRCON TILE & STONE LLC	06/28/2024	Regular	0.00	9,991.00	114474
404295	WELLS ONE COMMERCIAL CARD	06/28/2024	Bank Draft	0.00	19,381.90	DFT0001876

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	222	139	0.00	655,549.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	36	1	0.00	19,381.90
EFT's	0	0	0.00	0.00
Total	258	141	0.00	674,930.96

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

Cory Y. Woods 6/27/2024
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By: [Signature] 6-27-24
 Comptroller Date

[Signature] 6/18/24
 Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2024	674,930.96
			<hr/>
			674,930.96



STOREY COUNTY

Check Register

Packet: APPKT06702 - 2024-06-28 Spcl Ck Armac cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
406362	ARMAC CONSTRUCTION LLC	06/28/2024	Regular	0.00	111,423.75	114475

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	111,423.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	111,423.75

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

Cary Wood 6/27/2024
 Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By: [Signature] 6-7-24
 Comptroller Date

Michelle Moorhead 7-1-24
 Treasurer Date



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Approval of Tax Bill correction for Community Chest parcel 002-033-09 in the amount of \$2058.67. Community Chest is an exempt organization. They purchased this property in October of 2023. Assessor staff did not put the property into exempt status upon sale of property, therefore a tax bill generated. This tax bill needs to be deleted.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** This was an oversight on Assessor staff to not put this property into exempt status upon sale. This is a tax exempt organization therefore this bill needs to be deleted.
- **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

Jana Seddon

Storey County Assessor

Storey County Courthouse
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

July 29, 2024

Memo to: Storey County Commissioners

Re: Tax Bill Corrections

Community Chest, Inc
002-033-09
951 S. C Street, Gold Hill

The above referenced parcel was purchased in October of 2023. Community Chest is an exempt organization, and Assessor Staff did not put this parcel into exempt status upon sale of the property. Therefore the 2024-25 tax bill that was generated for the above parcel needs to be deleted.

	Original Bill	Correction	New Bill
2024-25	\$2058.67	(\$2058.67)	\$0
Total Tax Dollars	\$2058.67	\$ (2058.67)	\$ 0

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

Jana Seddon
Assessor
Storey County

Tax Year 2024 (2024 - 2025)

Storey County

Property Key: 002-033-09

Owner: COMMUNITY CHEST, INC

Source: Secured

PO BOX 980

Type: Tax Type Change

VIRGINIA CITY, NV 89440

Correction Reason: EXEMPT ORGANIZATION

BOE Case:

Legal Description: PARCEL MAP ID : PARCEL 3

LOT : BLOCK :

PTN LOT 5 RNG O-1

TOWN : GOLD HILL

The nature of such error and the cause which produced the error are as follows:

Tax Type Change

2024 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	59,487	\$2,058.67
+ Value Change Due to Changes in Building Value	(38,487)	N/A
+ Value Change Due to Changes in Land Value	(21,000)	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$2,058.67)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	59,487	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$2,058.67)
Final Corrected Value and Balance Due	59,487	\$0.00
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$0.00

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:

- Dashboard
- Assessment
- Names
- Notes
- Correspondence
- MS Res. Cost
- MS Com/Ag Cost
- Land Costing
- Total Value
- Ag Deferred
- Site Address
- Assessor's Desc.
- Genealogy
- Personal Exemptions
- Sketch
- Images
- Sales
- Personal Property
- Tax Cap Abatement
- Abatements
- User Defined 1
- Legal Description
- URL
- PDF Images
- Listings
- Spec. Assess
- BOE Information
- Struct. Summ. Rpt
- Prop. Rec. Card
- Comparables
- Income Approach
- Pictometry

PARCEL DETAIL

Tax District: 031 - Gold Hill / Virginia Divide

Tax Status: Taxable Redacted

Land Use: 200 - Single Family Residence

Prev. Land Use:

Neighborhood: GHDS - Gold Hill Divide Res Si

Market Area:

Reappraisal Area: Area 1 (2021)

APN: - -

Zoning: CR -

Grouped With:

NAMES

Name

OWNER

COMMUNITY CHEST, INC
 PO BOX 980
 VIRGINIA CITY, NV 89440

IMAGES

No images to display.

NOTES

Assessor Notes

Last Modified By: CELLIOTT on 10/24/2023

GBSD 10/13/23 DOC #138414 \$350,000.00

Note 1 of 2

ASSESSMENT

2025

Taxable	Land	Building	Per. Prop	Totals
Residential	60,000	109,964	0	169,964
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	60,000	109,964	0	169,964

Assessed 35%

Land	Building	Per. Prop	Totals	
Residential	21,000	38,487	0	59,487
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	21,000	38,487	0	59,487

2024

Taxable	Land	Building	Per. Prop	Totals
Residential	60,000	109,964	0	169,964
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	60,000	109,964	0	169,964

Assessed 35%

Land	Building	Per. Prop	Totals	
Residential	21,000	38,487	0	59,487
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	21,000	38,487	0	59,487

GENEALOGY

Parent Parcel(s)	Change Year	Child Parcel(s)	Change Year
002-033-04	2012		

SALES

Sale Date	Doc Number	Selling Price	Parcels
10/13/2023	138414	350,000	1
6/21/2022	136351	0	2
10/13/2021	134928	0	5
7/7/2017	126022	0	4

SITE ADDRESS

Site Address List

951 S C ST GOLD HILL

ASSESSOR'S DESCRIPTION

Assessor's Description

PARCEL MAP ID : PARCEL 3

LOT : BLOCK

PTN LOT 5 RNG O-1

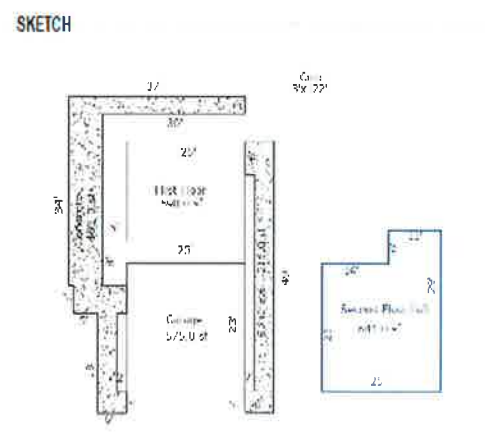
TOWN : GOLD HILL

2023

Taxable	Land	Building	Per. Prop	Totals
Residential	60,000	105,304	0	165,304
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	60,000	105,304	0	165,304

Assessed 35%

Land	Building	Per. Prop	Totals	
Residential	21,000	36,856	0	57,856
Com / Ind	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	21,000	36,856	0	57,856





Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Approval for Tax Bill correction for Ryan Magera parcel 003-522-22 due to late filing of personal exemption. Tax bill correction is a reduction of \$595.24.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** Assessor office received Mr. Magera's exemption renewal form on July 19, 2024. If approved his tax bill will be reduced by \$595.24
- **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

Jana Seddon

Storey County Assessor

Storey County Courthouse
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

July 29, 2024

Memo to: Storey County Commissioners

Re: Tax Bill Corrections

Exemption Corrections due to late filing

Below are parcels that had personal exemption renewals submitted after 7-1-23.

	Original	Exemption Amt.	Adjusted bill
Ryan Magera	\$992.06	(\$595.24)	\$396.82

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

Jana Seddon
Assessor
Storey County

Tax Year 2024 (2024 - 2025)

Storey County

Property Key: 003-522-22

Source: Secured

Type: Personal Exemption Change

Owner: MAGERA, RYAN PAUL
44 AVE DE LA ARGENT
SPARKS, NV 89434

Correction Reason: CORRECTION

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : BLOCK :

RB 44

TOWN : RAINBOW BEND

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2024 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	52,743	\$992.06
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$595.24)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$595.24)
Final Corrected Value and Balance Due	52,743	\$396.82
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$396.82

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:

RECEIVED

JUL 19 2024

OFFICE OF THE STOREY COUNTY ASSESSOR
JANA SEDDON, ASSESSOR
P.O. Box 494 Virginia City, NV 89440
Phone: 775-847-0961 Office
www.storeycounty.org/assessor

STOREY COUNTY
ASSESSOR'S OFFICE

**PERSONAL EXEMPTION RENEWAL FORM
FILE BY JUNE 15TH, 2024**

**MAGERA, RYAN
44 AVE DE LA ARGENT
SPARKS, NV 89434**



EXEMPTION NUMBER: 001048

EXEMPTION TYPE: Veteran

MODE OF USE: Secured

FISCAL YEAR: 2024 - 2025

Has your military status changed from active duty to honorably discharged? Yes No N/A

PLEASE CHOOSE ONE OF THE FOLLOWING:

Assessed Valuation	Multiplied by the Storey County DMV Benefit	APPROXIMATE Value at DMV
17,200	4.00%	688

DMV - GOVERNMENTAL/SPECIAL GOVERNMENTAL SERVICES TAX: Check this box if, as of July 1, 2024, you would like to use the entire benefit when registering vehicle(s) you own at DMV.

Assessed Valuation	Multiplied by the Parcel Tax Rate	APPROXIMATE Value when applied to Property Tax
17,200	3.4607%	595

REAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Real Property Taxes of property you own.

Apply to Parcel Number(s): 003-522-22

MANUFACTURED HOME OR PERSONAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Personal Property Taxes. Apply to Account Number: _____

MIXED USE: Check this box if, as of July 1, 2024, you would like to SPLIT your benefit.

Please indicate the amount for each, not to exceed the total amount of the exemption.

Indicate DMV or list Parcel or Account Number	Assessed Valuation
<i>Totaling the Assessed Valuation of:</i>	

DONATION TO GIFT ACCOUNT FOR VETERANS HOMES (VETERANS ONLY): Check this box if, as of July 1, 2024, you would like to forfeit only what you yourself could use and donate your entire benefit to a veteran's home per NRS 361.0905.

Check this box if you would like to forfeit and donate a portion of your benefit. Donation amount: _____

Please check here if you can no longer use this benefit. Explanation: _____

I, the undersigned, hereby affirm that I meet all requirements for this exemption, that I am a resident of this county, and that I have not claimed this exemption in any other county in the State of Nevada. If I am a Surviving Spouse, Widow, or Widower, I hereby affirm that I have not remarried.

SIGNATURE: *Ryan Magera*

Date: 7/19/2024

Daytime Phone# 775-527-6262

If you have questions or need assistance completing this form, please contact our office at the number above.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Approval of Tax Bill correction for Lancer and Lisa Maciel parcel 1-255-03 due to incorrect input of Personal Exemptions. Assessor staff input the full exemption for Lisa on the parcel instead of the split amount she asked for. This tax bill increased in amount by \$631.92.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** This correction produces an increase in the amount of \$631.92 on the tax bill for parcel 1-255-03. The assessed value for this amount will be moved over to DMV to be used on vehicle registrations.
- **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

Jana Seddon

Storey County Assessor

Storey County Courthouse
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

July 29, 2024

Memo to: Storey County Commissioners

Re: **Tax Bill Corrections**

Exemption Corrections due to incorrect input
001-255-03

Below are parcels that had timely filed personal exemptions, but were incorrectly input in the system by Assessor Staff.

	Original	Exemption \$ Amt	Adjusted bill
Lancer Maciel 001-255-03	\$1937.14	631.92	\$2569.06
Lisa Maciel			

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

Jana Seddon
Assessor
Storey County

Tax Year 2024 (2024 - 2025)

Storey County

Property Key: 001-255-03

Owner: MACIEL, LISA M

Source: Secured

75 SOUTH O ST

Type: Personal Exemption Change

VIRGINIA CITY, NV 89440

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :
 LOT : 7A BLOCK : 116
 RNG O
 TOWN : VIRGINIA CITY

The nature of such error and the cause which produced the error are as follows:

Personal Exemption Change

2024 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	102,722	\$1,937.14
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	\$631.92
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	\$631.92
Final Corrected Value and Balance Due	102,722	\$2,569.06
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$2,569.06

This certificate is a preview. Actual values are calculated at the time this correction is posted.

Assessor's Signature

Treasurer's Signature


Board Chair's Signature

Change Notes:

Says it was returned

OFFICE OF THE STOREY COUNTY ASSESSOR
JANA SEDDON, ASSESSOR
P.O. Box 494 Virginia City, NV 89440
Phone: 775-847-0961 Office
www.storeycounty.org/assessor

PERSONAL EXEMPTION RENEWAL FORM
FILE BY JUNE 14, 2024

MACIEL, LANCER L PO BOX 407 VIRGINIA CITY, NV 89440	
--	---



EXEMPTION NUMBER: 001018 EXEMPTION TYPE: Veteran
MODE OF USE: DMV FISCAL YEAR: 2024 - 2025

Has your military status changed from active duty to honorably discharged? Yes No N/A

PLEASE CHOOSE ONE OF THE FOLLOWING:

Assessed Valuation	Multiplied by the Storey County DMV Benefit	APPROXIMATE Value at DMV
3,440	4.00%	138

DMV - GOVERNMENTAL/SPECIAL GOVERNMENTAL SERVICES TAX: Check this box if, as of July 1, 2024, you would like to use the entire benefit when registering vehicle(s) you own at DMV.

Assessed Valuation	Multiplied by the Parcel Tax Rate	APPROXIMATE Value when applied to Property Tax
3,440		

REAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Real Property Taxes of property you own.

Apply to Parcel Number(s): 00125503

MANUFACTURED HOME OR PERSONAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Personal Property Taxes. **Apply to Account Number:** _____

MIXED USE: Check this box if, as of July 1, 2024, you would like to SPLIT your benefit.
Please indicate the amount for each, not to exceed the total amount of the exemption.

Indicate DMV or list Parcel or Account Number	Assessed Valuation
Totaling the Assessed Valuation of:	

DONATION TO GIFT ACCOUNT FOR VETERANS HOMES (VETERANS ONLY): Check this box if, as of July 1, 2024, you would like to forfeit only what you yourself could use and donate your entire benefit to a veteran's home per NRS 361.0905.

Check this box if you would like to forfeit and donate a **portion** of your benefit. **Donation amount:** _____

Please check here if you can no longer use this benefit. **Explanation:** _____

I, the undersigned, hereby affirm that I meet all requirements for this exemption, that I am a resident of this county, and that I have not claimed this exemption in any other county in the State of Nevada. If I am a Surviving Spouse, Widow, or Widower, I hereby affirm that I have not remarried.

SIGNATURE: [Signature] Date: 5-21-24 Daytime Phone# 775 230 0350

if you have questions or need assistance completing this form, please contact our office at the number above

RECEIVED
MAY 30 2024

OFFICE OF THE STOREY COUNTY ASSESSOR
JANA SEDDON, ASSESSOR
P.O. Box 494 Virginia City, NV 89440
Phone: 775-847-0961 Office
www.storeycounty.org/assessor

STOREY COUNTY
ASSESSOR'S OFFICE

PERSONAL EXEMPTION RENEWAL FORM
FILE BY JUNE 14, 2024

MACIEL, LISA M
PO BOX 407
VIRGINIA CITY, NV 89440




EXEMPTION NUMBER: 001021 EXEMPTION TYPE: Veteran
 MODE OF USE: DMV FISCAL YEAR: 2024 - 2025
 Has your military status changed from active duty to honorably discharged? Yes No N/A

PLEASE CHOOSE ONE OF THE FOLLOWING:

Assessed Valuation	Multiplied by the Storey County DMV Benefit	APPROXIMATE Value at DMV
34,400	4.00%	1,376

DMV - GOVERNMENTAL/SPECIAL GOVERNMENTAL SERVICES TAX: Check this box if, as of July 1, 2024, you would like to use the entire benefit when registering vehicle(s) you own at DMV.

Assessed Valuation	Multiplied by the Parcel Tax Rate	APPROXIMATE Value when applied to Property Tax
34,400		

REAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Real Property Taxes of property you own.

Apply to Parcel Number(s): _____

MANUFACTURED HOME OR PERSONAL PROPERTY TAXES: Check this box if, as of July 1, 2024, you would like to apply the entire benefit to the 2024-2025 Personal Property Taxes. Apply to Account Number: _____

MIXED USE: Check this box if, as of July 1, 2024, you would like to SPLIT your benefit.

Please indicate the amount for each, not to exceed the total amount of the exemption.

Indicate DMV or list Parcel or Account Number	Assessed Valuation
DMV	\$21,700
00125503	\$12,700
Totaling the Assessed Valuation of:	\$34,400

DONATION TO GIFT ACCOUNT FOR VETERANS HOMES (VETERANS ONLY): Check this box if, as of July 1, 2024, you would like to forfeit only what you yourself could use and donate your entire benefit to a veteran's home per NRS 361.0905.

Check this box if you would like to forfeit and donate a portion of your benefit. Donation amount: _____

Please check here if you can no longer use this benefit. Explanation: _____

I, the undersigned, hereby affirm that I meet all requirements for this exemption, that I am a resident of this county, and that I have not claimed this exemption in any other county in the State of Nevada. If I am a Surviving Spouse, Widow, or Widower, I hereby affirm that I have not remarried.

SIGNATURE:  Date: 5/21/24 Daytime Phone# 7753427200

If you have questions or need assistance completing this form, please contact our office at the number above.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by Stacy York about the nature and purpose of the Board of Health including, but not limited to, a description of the members of the board, a history of the Storey County Board of Health, and the vision for the future activity of the Storey County Board of Health.
- **Recommended motion:** No action requested.
- **Prepared by:** Stacy York

Department: Health and Community Services
775.847.0968

Contact Number:

- **Staff Summary:** Presentation to the Board of Health.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Quad-County Public Health Preparedness Update. This item will include an update for the hospital sector status for the State of Nevada, an overview of recent extreme heat watches and warnings, hospital workforce information, medical cost growth, an update on CrowdStrike, and other health-related information.
- **Recommended motion:** No action requested.
- **Prepared by:** Stacy York

Department: Health and Community Services
775.847.0968

Contact Number:

- **Staff Summary:** Presentation to the Board of Health.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 24-741 designating Derek Dreiling as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances regarding abatement of nuisances, and other properly related matters.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 24-741 designating Derek Dreiling as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Storey County Code 8.01 Nuisances provides that an owner of property contesting the notice of nuisance by an “authorized inspector” (Building Official, Fire Marshall, Public Works Director, etc.) may request a hearing before a hearing officer designated by the board within 10 days of service of the notice of nuisance.
- A hearing officer is defined in Storey County Code 8.01 as “a person designated by the Board of County Commissioners to hear matters that are declared a nuisance under this code or to determine the propriety or amount of civil penalties”. The code states that the board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer, and if the board does, the hearing should be alternated equally between the hearing officers by the court clerk depending on their ability. The board may by resolution set the compensation for the hearing officer
- The hearing officer pursuant to Storey County Code 8.01 Nuisances makes a final administrative decision on appeals of decisions involving:
 1. Repairs, safeguards, or elimination of any dangerous structure or condition.
 2. Clearing debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS Chapter 459 Hazardous Materials.
 3. Clearing weeds and noxious plant growth.
 4. Abating any condition or use that is declared a nuisance in Storey County Code Chapter 8.01.

- 5. Repairing, clearing, correctly rectifying, safeguarding or eliminating any other public nuisance to protect the public health, safety, and welfare of the public.
- The county code states that a hearing officer is to be appointed by the Board of Storey County Commissioners by resolution, and it provides for procedures for a public hearing regarding the appeal of a decision involving the abatement of nuisances, and that either party that appears and participates in the appeal in front of the hearing officer, and who are also aggrieved by the final administrative decision, are entitled to file a petition for judicial review of the decision.

- **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

Derek Dreiling

Reno, NV | 775.742.8242 | ccdbra@gmail.com

Objective

To serve local governments in judicial and quasi-judicial/administrative hearings

Experience

Senior Justice of the Peace (per diem availability in all Nevada Justice Courts) 2023 - present

- Judicial officer for all phases of criminal proceedings (pre-trial through sentencing)
- Judicial officer for civil cases (less than \$15,000), small claims, protective orders, evictions/landlord tenant matters and traffic citation/infraction hearing

Juvenile Magistrate, First Judicial District Court, Carson City Nevada (per diem) 2023 - present

- Judicial officer for juvenile protective order and traffic citation/infraction hearings

Justice of the Peace, Washoe County, Nevada - Reno Justice Court, Department 1 2019 - 2023

- See Senior Justice of the Peace duties listed above
- 2021 Chief Judge – administrative head of the court and liaison with county officials/agencies and members of the bar

Chief Deputy District Attorney, Washoe County, Nevada 2015 - 2018

- Supervised team of five felony prosecutors, prosecuted major crimes and assisted law enforcement with search warrants and legal training

Deputy District Attorney, Washoe County (2000-2015); Carson City (1997-1999) 1997 - 2015

- Conducted all phases of criminal prosecutions (traffic matters through murder)

Education

Northwestern School of Law (Lewis and Clark College) 1993 - 1996

Juris Doctorate

University of Nevada, Reno 1986 - 1991

Bachelor of Arts: Major: International Affairs | Minor: Economics

Skills & abilities

- Conducting adversarial hearings – administrative through jury trial
- Problem solving
- Communication
- Legal research and analysis

Resolution No. 24-741

RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA, DESIGNATING A PRO TEM JUDGE IN NEVADA TO SERVE AS A HEARING OFFICER FOR APPEALS OF DECISIONS MADE BY THE AUTHORIZED INSPECTOR PURSUANT TO STOREY COUNTY CODE 8.01 REGARDING ABATEMENT OF NUISANCES.

WHEREAS Storey County Code 8.01 Nuisances provides that an owner of property contesting the notice of nuisance by an “authorized inspector” may request a hearing before a hearing officer designated by the board within 10 days of service of the notice of nuisance.

WHEREAS a hearing officer is defined in Storey County Code 8.01 as “a person designated by the Board of County Commissioners to hear matters that are declared a nuisance under this code or to determine the propriety or amount of civil penalties”. The code states that the board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer, and if the board does, the hearing should be alternated equally between the hearing officers by the court clerk depending on their ability. The board may by resolution set the compensation for the hearing officer.

WHEREAS The hearing officer pursuant to Storey County Code 8.01 Nuisances makes a final administrative decision on appeals of decisions involving:

1. Repairs, safeguards, or elimination of any dangerous structure or condition.
2. Clearing debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS Chapter 459 Hazardous Materials.
3. Clearing weeds and noxious plant growth.
4. Abating any condition or use that is declared a nuisance in Storey County Code Chapter 8.01.
5. Repairing, clearing, correctly rectifying, safeguarding or eliminating any other public nuisance to protect the public health, safety, and welfare of the public.

WHEREAS a hearing officer is to be appointed by the Board of Storey County Commissioners by resolution.

WHEREAS Storey County Code 8.01 Nuisances provides for procedures for a public hearing regarding the appeal of a decision involving the abatement of nuisances.

WHEREAS Storey County Code 8.01 Nuisances states that either party that appears and participates in the appeal in front of the hearing officer, and who are also aggrieved by the final administrative decision, are entitled to file a petition for judicial review of the decision.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS THAT The Board of Storey County Commissioners hereby appoints Derek Dreiling to serve as the Storey County Hearing Officer to hear appeals of decisions under Storey County Code 8.01 Nuisances.

BE IT ALSO RESOVLED THAT The hearing officer appointed by this resolution shall be compensated \$100.00-per-hour for work performed on the assigned hearing.

BE IT ALSO REOSLVED THAT The Board of Storey County Commissioners may designate more than one hearing officer and if the board does, the hearings will be alternated equally between the hearing officers by the First District Court Clerk depending on their ability.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 24-742 designating John Springgate as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances regarding abatement of nuisances, and other properly related matters.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 24-742 designating John Springgate as a pro tem judge in Nevada to serve as a hearing officer for appeals of decisions made by the authorized inspector pursuant to Storey County Code 8.01 Nuisances.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Storey County Code 8.01 Nuisances provides that an owner of property contesting the notice of nuisance by an “authorized inspector” (Building Official, Fire Marshall, Public Works Director, etc.) may request a hearing before a hearing officer designated by the board within 10 days of service of the notice of nuisance.
- A hearing officer is defined in Storey County Code 8.01 as “a person designated by the Board of County Commissioners to hear matters that are declared a nuisance under this code or to determine the propriety or amount of civil penalties”. The code states that the board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer, and if the board does, the hearing should be alternated equally between the hearing officers by the court clerk depending on their ability. The board may by resolution set the compensation for the hearing officer
- The hearing officer pursuant to Storey County Code 8.01 Nuisances makes a final administrative decision on appeals of decisions involving:
 1. Repairs, safeguards, or elimination of any dangerous structure or condition.
 2. Clearing debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS Chapter 459 Hazardous Materials.
 3. Clearing weeds and noxious plant growth.
 4. Abating any condition or use that is declared a nuisance in Storey County Code Chapter 8.01.

- 5. Repairing, clearing, correctly rectifying, safeguarding or eliminating any other public nuisance to protect the public health, safety, and welfare of the public.
- The county code states that a hearing officer is to be appointed by the Board of Storey County Commissioners by resolution, and it provides for procedures for a public hearing regarding the appeal of a decision involving the abatement of nuisances, and that either party that appears and participates in the appeal in front of the hearing officer, and who are also aggrieved by the final administrative decision, are entitled to file a petition for judicial review of the decision.

- **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

JOHN P. SPRINGGATE
500 Damonte Ranch Parkway, Suite 675
Reno, Nevada 89521
Telephone: 775-322-3223

EDUCATION

McGEORGE SCHOOL OF LAW, UNIVERSITY OF
THE PACIFIC
Juris Doctor 1984
Traynor Honor Society

UNIVERSITY OF CALIFORNIA AT DAVIS
Bachelor of Arts, Political Science,
1981

EXPERIENCE

SILVERMAN KATTELMAN SPRINGGATE, CHTD.
October, 2015 to current; Criminal Trial matters and
Domestic Relations.

LAW OFFICES OF JOHN SPRINGGATE
April 2003 to 2015
Criminal trial matters and domestic relations.

OHLSON & SPRINGGATE
Reno, Nevada
October 1990 to 2003;
Criminal, domestic and personal injury litigation.

MANOUKIAN, SCARPELLO & ALLING, LTD.
Carson City and Stateline, Nevada
August 1985 to October 1990;
General practice with emphasis in
civil litigation.

NINTH JUDICIAL DISTRICT COURT
Minden, Nevada
September 1984 to August 1985
Law Clerk to the Honorable Norman C. Robison.

MEMBERSHIPS

State Bar of Nevada, 1985
State Bar of California, 1984
United States Court of Appeals, Ninth Circuit, 1984

United States District Court,
District of Nevada, 1984,
Eastern District of California, 1984

Nevada Justice Association
Nevada Attorneys for Criminal Justice

ACCOMPLISHMENTS

Certified Specialist in Family Law, Nevada
Death Penalty Lead Trial Counsel Qualified
Martindale-Hubbell AV/Preeminent

President, Our Lady of the Snows
School Board (1993-94)
President, Douglas Co. Bar Assn. (1989)

State Bar of Nevada, Northern Nevada
Disciplinary Panel, (1993 - 2002)
Washoe County Family Court
Bench Bar Committee (2003-Current)

Instructor in Criminal Law, TMCC (1994)
Lecturer, Domestic Relations (2005),
Ethics (2004 & 2005)
Lecturer, Limited Jurisdiction Judges' Winter
Seminar (2007)

Special Prosecutor, Reno City Attorney's Office (2005)

Judge Pro Tem, Reno Municipal Court (2007-Current),
Reno Justice Court and Sparks Justice Court.

Washoe County Alternate Public Defender
Selection Committee (2007)

Washoe County E-filing Committee (2017)

Nevada Justice Association Domestic Committee (2017)

Nevada Commission on Statewide Rules of Criminal
Procedure, Member (2019)

Board of Certified Family Law Specialists,
Nevada State Bar (2019)

Resolution No. 24-742

RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA, DESIGNATING A PRO TEM JUDGE IN NEVADA TO SERVE AS A HEARING OFFICER FOR APPEALS OF DECISIONS MADE BY THE AUTHORIZED INSPECTOR PURSUANT TO STOREY COUNTY CODE 8.01 REGARDING ABATEMENT OF NUISANCES.

WHEREAS Storey County Code 8.01 Nuisances provides that an owner of property contesting the notice of nuisance by an “authorized inspector” may request a hearing before a hearing officer designated by the board within 10 days of service of the notice of nuisance.

WHEREAS a hearing officer is defined in Storey County Code 8.01 as “a person designated by the Board of County Commissioners to hear matters that are declared a nuisance under this code or to determine the propriety or amount of civil penalties”. The code states that the board may designate a justice court or municipal court pro tem from outside of the county as a hearing officer. The board may designate more than one hearing officer, and if the board does, the hearing should be alternated equally between the hearing officers by the court clerk depending on their ability. The board may by resolution set the compensation for the hearing officer.

WHEREAS The hearing officer pursuant to Storey County Code 8.01 Nuisances makes a final administrative decision on appeals of decisions involving:

1. Repairs, safeguards, or elimination of any dangerous structure or condition.
2. Clearing debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS Chapter 459 Hazardous Materials.
3. Clearing weeds and noxious plant growth.
4. Abating any condition or use that is declared a nuisance in Storey County Code Chapter 8.01.
5. Repairing, clearing, correctly rectifying, safeguarding or eliminating any other public nuisance to protect the public health, safety, and welfare of the public.

WHEREAS a hearing officer is to be appointed by the Board of Storey County Commissioners by resolution.

WHEREAS Storey County Code 8.01 Nuisances provides for procedures for a public hearing regarding the appeal of a decision involving the abatement of nuisances.

WHEREAS Storey County Code 8.01 Nuisances states that either party that appears and participates in the appeal in front of the hearing officer, and who are also aggrieved by the final administrative decision, are entitled to file a petition for judicial review of the decision.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS THAT The Board of Storey County Commissioners hereby appoints John Springgate to serve as the Storey County Hearing Officer to hear appeals of decisions under Storey County Code 8.01 Nuisances.

BE IT ALSO RESOVLED THAT The hearing officer appointed by this resolution shall be compensated \$100.00-per-hour for work performed on the assigned hearing.

BE IT ALSO REOSLVED THAT The Board of Storey County Commissioners may designate more than one hearing officer and if the board does, the hearings will be alternated equally between the hearing officers by the First District Court Clerk depending on their ability.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action to approve Resolution 24-743 to lease a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC, for a monthly rental of \$1,500.00 per month until July 31, 2026.
- **Recommended motion:** I (Commissioner) move to approve Resolution 24-743 to lease a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC, for a monthly rental of \$1,500.00 per month until July 31, 2026.
- **Prepared by:** Jennifer McCain

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** Storey County held a public hearing on the lease of the real property located at 800 South C Street, Virginia City, Nevada to Divide Fitness LLC, on July 16, 2024, and during that meeting received input from the public as to the value the community receives as a result of a fitness center being located within Virginia City. During this Board of Commissioners meeting on July 16, 2024, the Storey County Commission voted to find that it was in the best interest of Storey County to lease the real property located at 800 South C Street, Virginia City, Nevada to Divide Fitness LLC, in an amount less than the fair market value of the property, said amount of lease being no more than \$1,500.00 per month and directed staff to prepare the instant resolution. This authorized pursuant to NRS 244.2833
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 24-743

BOARD OF COMMISSIONERS STOREY COUNTY
STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING THAT IT IS IN THE BEST INTEREST OF STOREY COUNTY TO LEASE APPROXIMATELY 5596 SQUARE FEET OF BUILDING SPACE OWNED BY STOREY COUNTY AND LOCATED AT 800 SOUTH C STREET, VIRGINIA CITY, NEVADA TO DIVIDE FITNESS, LLC FOR BELOW THE FAIR MARKET VALUE.

BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF STOREY COUNTY, STOREY COUNTY, NEVADA.

WHEREAS, Storey County is the owner of the real property located at 800 South C Street, Virginia City, Nevada.

WHEREAS, DIVIDE FITNESS, LLC, is a local business that currently operates a fitness center located at 800 South C Street, Virginia City, Nevada.

WHEREAS, NRS 244.2833 allows Storey County to adopt a resolution stating that it is in the best interest of the county to lease its building space or other real property that is less than 25,000 square feet without offering the property to the public; and for an amount that is less than the fair market value of the building space or other real property.

WHEREAS, Storey County held a public hearing on the lease of the real property located at 800 South C Street, Virginia City, Nevada to Divide Fitness, LLC on July 16, 2024 and during that meeting received input from the public as to the value the community receives as a result of a fitness center being located within Virginia City.

WHEREAS, July 16, 2024, the Storey County Commission voted to find that it was in the best interest of Storey County to lease the real property located at 800 South C Street, Virginia City, Nevada to Divide Fitness, LLC in an amount less than the fair market value of the property, said amount of lease being no more than \$1,500.00 per month and directed staff to prepare the instant resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Storey County, by unanimous vote, to adopt this Resolution providing that it is in the best interest of Storey County to lease approximately 5596 square feet of bulding space owned by Storey County and located at 800 South C Street, Virginia City, Nevada to Divide Fitness, LLC for below the fair market value, said amount of lease being no more than \$1,500.00 per month.

BE IT FURTHER RESOLVED, that this resolution shall be effective on the ____ day of _____, 2024.

PROPOSED AND ADOPTED this ____ day of _____, AD, 2024.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
COMMISSIONERS

ATTEST:

Chairman

Clerk of the Board

LEASE AGREEMENT

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

ARTICLE I - LEASED PREMISES

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

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

ARTICLE II - TERM

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

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

ARTICLE III - RENTAL AND RELATED CHARGES

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises; the sum set of ~~TWO THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS (\$2,798.00)~~ ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month. Rent is due the first day of every month for the upcoming month. ~~First payment for August 2024, will be prorated for August 6-31, 2024, at \$2,347.76 with all upcoming months at the specified amount.~~ A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month.

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

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

Article IV - USE AND MAINTENANCE

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

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

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

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

ARTICLE V – INSURANCE

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

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

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

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

A. Commercial General Liability – Occurrence Form

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

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

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

B. Property Insurance

Coverage for Lessee's tenant improvements Replacement Value

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2024.

Jessica Fain, President Divide Fitness Inc.

Dated this _____ day of _____, 2024

Jay Carmona, Chairman Storey County Board of Commissioners

Attest:

Jim Hindle Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action to approve the lease for a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC for a monthly rental of \$1,500.00 per month until July 31, 2026.
- **Recommended motion:** I (Commissioner) move to approve the lease for a portion of 800 South C Street, Virginia City, Nevada to Divide Fitness LLC for a monthly rental of \$1,500.00 per month until July 31, 2026.
- **Prepared by:** Jennifer McCain

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** Following the approval of Resolution 24-_____ the Board of Storey County Commissioners will need to officially approve the lease of the real property located at 800 South C Street, Virginia City, Nevada to Divide Fitness, LLC. The lease is for a term of two years for 5596 sqft. in the amount of \$1,500.00 per month. This is authorized pursuant to NRS 244.2833
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

LEASE AGREEMENT

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

ARTICLE I - LEASED PREMISES

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

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

ARTICLE II - TERM

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

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

ARTICLE III - RENTAL AND RELATED CHARGES

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises; the sum set of ~~TWO THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS (\$2,798.00)~~ ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month. Rent is due the first day of every month for the upcoming month. ~~First payment for August 2024, will be prorated for August 6-31, 2024, at \$2,347.76 with all upcoming months at the specified amount.~~ A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month. A late fee of 5% of the monthly rental will be charged for all rental payments made later than the 15th day of any month.

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

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

Article IV - USE AND MAINTENANCE

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

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

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

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

ARTICLE V – INSURANCE

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

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

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

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

A. Commercial General Liability – Occurrence Form

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

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

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

B. Property Insurance

Coverage for Lessee's tenant improvements Replacement Value

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2024.

Jessica Fain, President Divide Fitness Inc.

Dated this _____ day of _____, 2024

Jay Carmona, Chairman Storey County Board of Commissioners

Attest:

Jim Hindle Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval, licensing board second reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **Recommended motion:** I, (insert name), motion to approve the second reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **Prepared by:** Dore Nevin

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** Second Reading, General Business License-Pope Technologies LLC, 5661 S. Cameron Road, Las Vegas, NV 89118.
- **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: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15

Agenda Item Type: Discussion/Possible Action

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

Department: Business Development

Contact Number: 775-847-0968

- **Staff Summary:** In 2017, through NRS 271, the State of Nevada authorized cities and counties to implement Commercial Property Assessed Clean Energy (C-PACE) programs.
- C-PACE is designed to help property owners of qualifying commercial or industrial real property access long-term, private-sector financing for the installation of qualified improvement projects.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and Possible Approval of Grant of Easement File No. 2024-041 to NV Energy for communication and electric facilities within the L Street Right-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 a Grant of Easement (2024-041) to NV Energy for communication and electric facilities within the L Street Right-of-Way, Virginia City, Storey County, Nevada to facilitate construction of a single-family residence.
- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 7758471144

- **Staff Summary:** To facilitate construction of a single-family residence, NV Energy is requesting an easement 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").
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Location: L 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: L Street
RW# 0775-2024
Proj. # 3012213538
Project Name: E-240 S M ST-FP-RES-E-MIHHEIKEN
GOE_DESIGN_OH_UG

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

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

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

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

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

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

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

Location: L Street
RW# 0775-2024
Proj. # 3012213538
Project Name: E-240 S M ST-FP-RES-E-MIHHEIKEN
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: L Street
RW# 0775-2024
Proj. # 3012213538
Project Name: E-240 S M ST-FP-RES-E-MIHHEIKEN
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: _____

Title: _____

Date: _____

(acknowledgements on next page)

Location: L Street
RW# 0775-2024
Proj. # 3012213538
Project Name: E-240 S M ST-FP-RES-E-MIHHEIKEN
GOE_DESIGN_OH_UG

ACKNOWLEDGEMENTS

STATE OF _____)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ 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: L Street
 RW# 0775-2024
 Proj. # 3012213538
 Project Name: E-240 S M ST-FP-RES-E-MIHHEIKEN
 GOE_DESIGN_OH_UG



W.O. 3012213538

Storey County

L Street

EXHIBIT "A"

EASEMENT

A portion of the Southeast quarter of Section 29, Township 17 North, Range 21 East, M.D.M., Storey County, Nevada; situated within that Parcel of land described as L Street on the Official Map of Virginia City, Nevada, filed June 6th, 1865, Official Records of Storey County, Nevada.

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

Commencing at a 5/8" Rebar and Cap marked PLS 15225 being the northeasterly corner of Lot 7, Block 153 on said Official Map of Virginia City, Nevada;

THENCE South 77°02'59" West, 113.11 feet to the easterly line of L Street and the POINT OF BEGINNING;

THENCE North 34°30'24" West 37.66 feet to an existing NV Energy power pole and the terminus of this description.

The sidelines of said easement are to be extended or truncated as to terminate on the easterly line of the Grantor.

Said Easement contains 377 square feet of land more or less.

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



The Basis of Bearings for this Exhibit is the Record of Survey and Lot Line Adjustment for Karen M. Clowers Vernon, et al, recorded as File Number 68251 on September 26, 1991, Official Records of Storey County, Nevada.

Prepared by Leland Johnson, P.L.S.

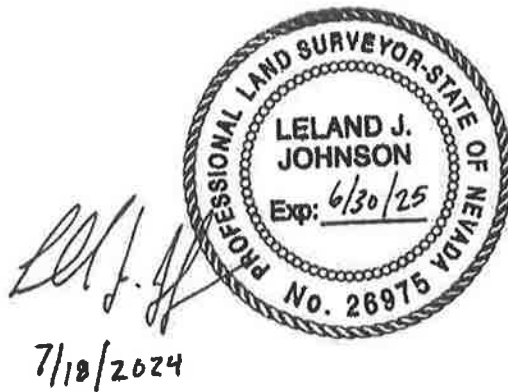
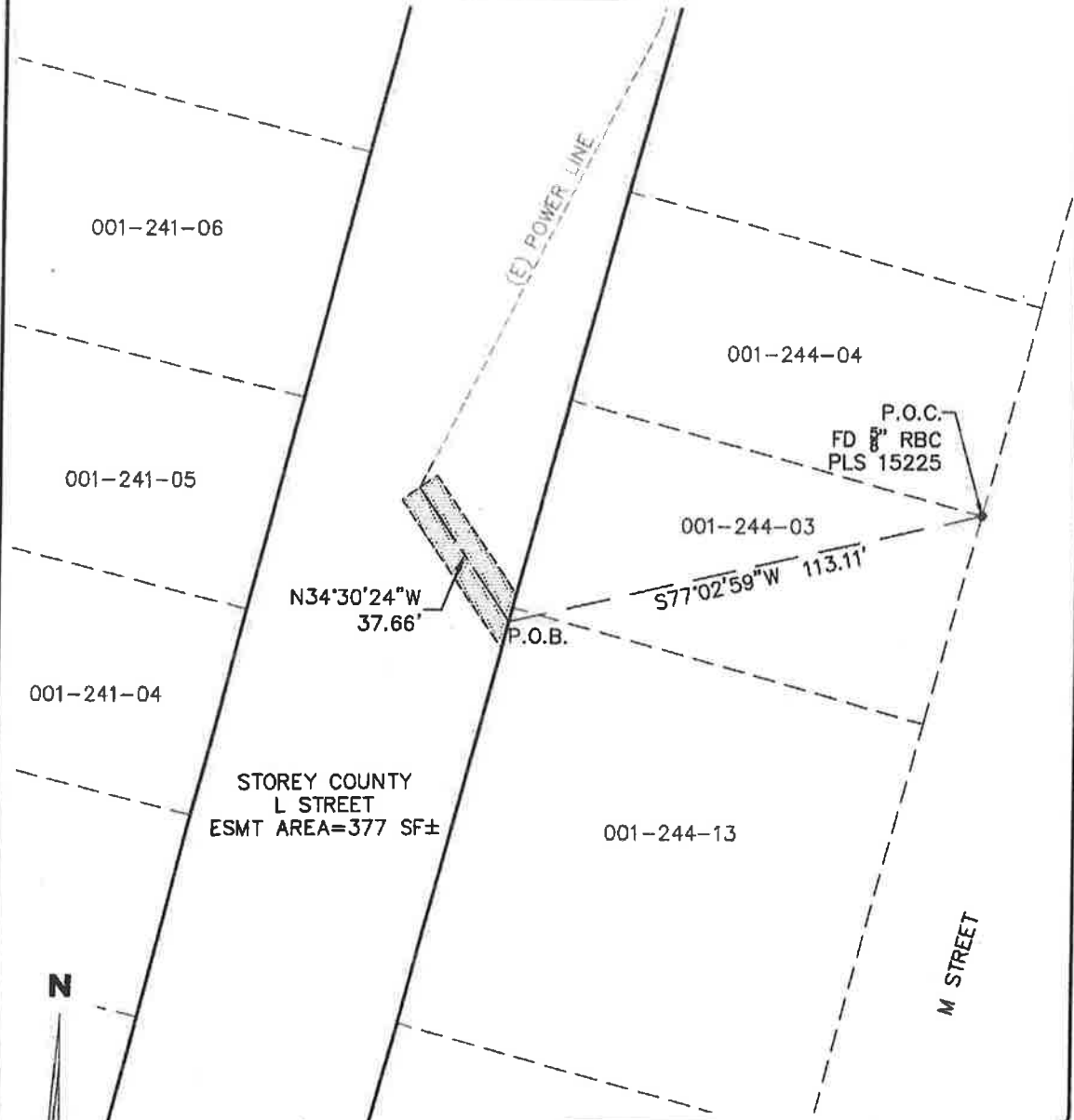


EXHIBIT A-1



SCALE: 1" = 40'
 S:\Survey\CSE\Cse_Cod\CSE 2024\3012213538-240 South M Street-VC\dwg\
 3012213538-240 South M Street-VC.dwg cah23446>
 16Jul24-14:18

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

EXHIBIT MAP
 EASEMENT
 STOREY COUNTY

T. 17 N., R. 21 E., S.29-M.D.M.
 VIRGINIA CITY STOREY COUNTY NEVADA



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Discussion/For Possible Action

- **Title:** Consideration and possible authorization for the County Manager to sign and approve the DOWL 2024-25 Contract for County GIS services in the amount of \$78,000. This amount is divided and budgeted for 10 different task items. \$37,200 of this budget is attributed to the Assessor Office for mapping, and monthly GIS updates.ds

- **Recommended motion:** Approval - Contract has been reviewed by DA Office

- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** This is the yearly contract renewal for DOWL to continue doing all of the county GIS for 8 different departments and special projects.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:**

- **Legal review required:**

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



DOWL Project No.: 7363.30004

TASK ORDER

Task Order No.: 69

Issued under the authority of Professional Services Master Task Order Agreement dated:
July 1, 2024

Task Order Title: FY 25 GIS Services

Effective Date: July 1, 2024

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated July 1, 2024 between Storey County (CLIENT) and DOWL (DOWL).

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

CLIENT: _____

DOWL: Luke Tipton

SCOPE OF WORK:

See Exhibit A – DOWL’s Services for Task Order

COMPENSATION:

See Exhibit B – DOWL’s Compensation for Task Order

DOWL shall be reimbursed on a lump sum fixed cost basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

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

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

Storey County

By: _____

Title: _____

Date: _____

DOWL Luke Tipton

By: _____

Title: _____

Date: _____

Digitally signed by Luke Tipton
DN: CN=Luke Tipton, OU=Standard, OU=Users, OU=Staff, DC=DOWL, DC=COM
Date: 2024.07.17 14:57:28-07'00'

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: 69

Task Order Title: FY 25 GIS Services

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

Task 1: Project Management

Objective

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

Approach

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

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

Deliverables

The following will be delivered under this task:

- Monthly status reports, as required.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2: Update & Maintenance for ArcGIS Online (AGOL)

Objective

Work performed to update and maintain Storey County, NV’s AGOL. This product allows County staff to interact with the GIS through a web browser on either desktop or mobile devices. It will additionally allow third-party vendors access to the GIS.

Approach

This task will include the following activities:

- Work performed by DOWL to perform backups, updates, additions, and routine maintenance to the County’s AGOL.
- Support for any third-party web map service consumption (i.e. Eagleview’s Pictometry)
- All named user accounts will be purchased from ESRI as part of the Storey County AGOL contract. County currently uses six (6) Viewer named user accounts. One (1) Creator named user account will be provided by the County for DOWL’s use. This account will allow DOWL the ability to create, publish, and maintain the County’s AGOL.



- Public and/or private web maps and apps will be developed and customized on the County's direction or preference.

Deliverables

The following deliverables will be submitted under this task:

- A County ArcGIS Online (AGOL) with access for all user accounts associated with the organization.

Assumptions

The following assumptions apply:

- The ArcGIS Online (AGOL) and all named user accounts will be purchased by the County from ESRI.
- The County will provide a Creator named user account for DOWL's use
- Internet access, not provided under this scope of work, will be required to access the web viewer.

Task 3: Assessor's Office

Objective

To provide professional GIS services to the Assessor's office.

Approach

This task will include the following activities:

- Monthly parcel change updates to the GIS land database.
- Monthly updates to Pictometry.
- Update Map Book 5 & 3 (as needed).
- Complete Assessor Map Book 3 and start Map Book 2 in digital format.
- Revise Map Books per Assessor direction.

Deliverables

The following deliverables will be submitted under this task:

- Monthly updates to the County's Pictometry web viewer.
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:

- GIS updates to any software platform maintained by may require additional licensing from ESRI or cloud-based services not currently being provided by DOWL.
- Map books will be revised according to redlines provided by the Assessor's Office.

Task 4: Emergency Management/Response

Objective

To provide professional GIS services related to Emergency Management/Response services.

Approach

This task will include the following activities:

- Meet with the Director of Emergency Management to develop list of needs.
- Improvements and updates to the e911 GIS.
- Incident mapping for future use and analysis.
- WebGIS viewer training and updates for Emergency Services personnel.

Deliverables

The following deliverables will be submitted under this task:



- Additional maps and exhibits (as requested).
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

Task 5: Public Works

Objective

To provide professional GIS services for the Public Works Department.

Approach

This task will include the following activities:

- Update utility and roadway GIS, as requested.
- Provide updated utility map books.
- Provide WebGIS viewer training and technical support, as requested.

Deliverables

The following deliverables will be submitted under this task:

- Map books.
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

Task 6: Planning

Objective

To provide professional GIS services for the Planning Department.

Approach

This task will include the following activities:

- Update County GIS with new zoning and land use codes as requested.
- Maintain the DVADMP layers for use by the County as requested.
- Keep FEMA flood zone layer data current as requested.
- Maintain the WebGIS viewer with the most recent BLM PLSS data as requested.
- Update and maintain the Planning Department app on the WebGIS viewer as requested.
- Provide WebGIS training and technical support, as requested.

Deliverables

The following deliverables will be submitted under this task:

- Maps and exhibits, as requested.
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:



- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

Task 7: Community Development

Objective

To provide professional GIS services for the Community Development Department.

Approach

This task will include the following activities:

- Develop a GIS for development areas: Planned, Existing, and Expired.
- Provide WebGIS training and technical support, as requested.

Deliverables

The following deliverables will be submitted under this task:

- Maps and exhibits, as requested.
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.

Task 8: Communications

Objective

To provide professional GIS services for Communications.

Approach

This task will include the following activities:

- Continue to work with the County to enable the e911 dispatch system to consume the updated address information in the GIS.
- Update County street centerline data with address range information as requested.
- Continue to update and maintain point address information for geocoder.
- Develop business model for routine dispatch update procedures.
- Provide WebGIS training and technical support, as requested.

Deliverables

The following deliverables will be submitted under this task:

- Maps and exhibits, as requested.
- Monthly updates to the County's GIS.
- Monthly updates to the County's WebGIS viewer.

Assumptions

The following assumptions apply:

- DOWL will complete the items listed above prior to the end of the fiscal year unless budget conditions do not allow for services to be completed or in response to specific direction from the County.



Task 9: Recorder

Objective

To input and attribute all patented and un-patented mining claims within Storey County into the existing Storey County's GIS.

Approach

This task will include the following activities:

- Receive all existing CAD data from county containing the county's mining claims
- Convert existing CAD data into GIS and attribute information with claim unique identifier.
- Use existing data tables provided by county to join claim attributes to the polygon GIS claim
- Perform quality control checks to ensure all claims from the data tables have been create in the GIS

Deliverables

- GIS feature class within the existing Storey County's GIS
- Updated GIS web application

Assumptions

The following assumptions apply:

- Storey County will provide all the CAD mapping data of existing mining claims
- Storey County will provide all mining claim data tables that will be used within the GIS

Task 10: Owner Directed Services/Special Projects

Objective

Similar to previous fiscal year SOW's, this task can be used for special figures required for reports, department support, GIS data requests, or any other unforeseen projects that may require work in addition to the tasks presented previously.

Approach

This task will include the following activities:

- GIS Services, as requested
- If possible, projects or services will be performed within the budget allotted for the department which is requesting the work or will be incorporated into the next fiscal year annual contract base budget.

Deliverables

There are no formal deliverables associated with this task.

Assumptions

The following assumptions apply:

- Work will not be performed as part of this task without the written direction of Austin Osborne or Jana Seddon.

Task 11: On-Call Services

This task includes all on-call or emergency services which could be requested following a natural disaster such as a wildfire, flood or earthquake. These services have the potential to be requested when the County needs immediate assistance in spatially depicting areas or properties which have been impacted by the emergency event. Approval to commence work on this task shall only come from Austin Osborne and the terms of compensation for these services shall be negotiated between Storey County and DOWL after the



immediacy of the event has passed. For example, the individual task budgets presented below may be re-allocated so that resources become available for the on-call services or DOWL's billing periods and standard rates may be revised to meet the needs of the County.

Objective

Provide on-call or emergency services which could be requested following a natural disaster such as a wildfire, flood or earthquake. These services have the potential to be requested when the County needs immediate assistance in spatially depicting areas or properties which have been impacted by the emergency event.

Approach

This task will include the following activities:

- Approval to commence work on this task shall only come from Austin Osborne and the terms of compensation for these services may be negotiated between Storey County and DOWL after the immediacy of the event has passed.

Deliverables

There are no formal deliverables associated with this task.

Assumptions

The following assumptions apply:

- Work will not be performed as part of this task without the written direction of Austin Osborne.



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 56

Task Order Title: FY 24 GIS Services

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

Task 1	Project Management	\$3,000
Task 2	Update & Maintenance for ArcGIS Online	\$3,200
Task 3	Assessor's Office	\$37,200
Task 4	Emergency Management / Response	\$5,000
Task 5	Public Works	\$5,000
Task 6	Planning	\$5,000
Task 7	Community Development	\$5,000
Task 8	Communications	\$5,000
Task 9	Recorder	\$3,000
Task 10	General Services / Special Projects	\$6,600
Task 11	On-Call Services	Time and Materials
	TOTAL:	\$78,000



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 1

Agenda Item Type: Discussion/For Possible Action

- **Title:** Consideration and possible authorization for the County Manager to sign and approve the Addendum to the Pictometry International Contract signed 3/24/24 in the amount of \$9,585 to be paid out of the Assessor Tech Fund for Future View training.
- **Recommended motion:** Approval - reviewed and approved by DA office
- **Prepared by:** Jana Seddon

Department: Assessor

Contact Number: 775-847-0961

- **Staff Summary:** This is for an additional 3 seats to attend Future View training. These will be offered to new department heads/elected officials to receive in depth training on the Pictometry program for their specific departments. This includes airfare, hotel accommodations, training, and some meals.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**
 _____ Department Head
 _____ County Manager
- **Board Action:**

Department Name: _____

Other Agency Review: _____

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

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP.
 AND STOREY COUNTY, NV**

This order form (“Order Form”) is by and between Pictometry International Corp. and its affiliates, also dba EagleView, (“EagleView”) and Storey County, NV (“Customer”) for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to this Order Form and the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms

- General Terms
- Product Specific Terms
 - Delivered Content
 - Online Services
 - Web Visualization
 - Software License

Section C: Non-Standard Terms and Conditions (if applicable)

Map(s)

(all of which, collectively, constitute this “Agreement”). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions (if applicable); Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the “Effective Date”).

PARTIES:

CUSTOMER	EAGLEVIEW
STOREY COUNTY, NV	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. dba Eagleview
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
LC-10007854

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

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

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT(S)
A1227131	Ruth Zipfel	N/A

PROJECT 1					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT ¹
3	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.	\$ 3,195.00		\$ 9,585.00
SUBTOTAL					\$9,585.00

Thank you for choosing EagleView as your service provider.	TOTAL	\$ 9,585.00
--	--------------	-------------

¹Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

Geofences Products Affected:

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project
 Deposit/Due At Signing \$0
 Due at Delivery/Activation \$9585.00

I. GENERAL TERMS

These General Terms (the "General Terms") set forth the terms and conditions that govern Customer's access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

1. DEFINITIONS

- a. "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.
- b. "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- c. "Authorized Users" means Delivered Content Authorized Users and Eligible Users.
- d. "Content" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.
- e. "Covered Party" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.
- f. "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.
- g. "Delivered Content Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- h. "Documentation" means any written materials that accompany the EagleView Software.
- i. "Eligible Users" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.
- j. "Licensed Content" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- k. "Online Services" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.
- l. "EagleView Credential" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.
- m. "EagleView Software" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.
- n. "Project" means a project as specified in Section A: Product Description, Prices and Payment Terms.
- o. "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- p. "Services" means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.
- q. "WVO Licensed Content" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- r. "WVO Services" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- a. **Usage Rights.** Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in [Section B.II: License Terms \(Product Specific Terms\)](#).
- b. **Restrictions.** You agree to the following restrictions in connection with your access to and use of the Content and Services:
 - i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.
 - ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.
 - iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.
 - iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.
 - v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.
 - vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.
 - vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
 - viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.
 - ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.
- c. **Reservation.** All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.
- d. **Updates.** Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. **CONFIDENTIALITY.** The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("**Confidential Information**") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in [Section B.II: License Terms \(Product Specific Terms\)](#) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in [Section B.II: License Terms \(Product Specific Terms\)](#) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof)

pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

- a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).
- b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.
- c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.
- d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

- a. Limited Warranties. EagleView represents and warrants to Customer:
 - i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and
 - ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

- b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.
- c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

- a. **Limitation of Liability.** No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.
- b. **Consequential Loss Exclusion.** To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contract, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.
- c. **Liability Cap.** To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.
- d. **Defend and Hold Harmless.** If there is a breach of the warranties in [Section 5\(a\)](#) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.
- e. **Right to Mitigate.** In addition to [Section 6\(d\)](#), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.
- f. **Sole / Exclusive Remedy.** Your right to monetary damages in the amount of the liability cap, as specified in [Section 6\(c\)](#) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of [Sections 6\(d\)](#) and [\(e\)](#) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.
- g. **Notification of Claims.** You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

- a. **Restricted Rights.** The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- b. **Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.
- c. **Patriot Act.** You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.
- d. **Non-Compete.** You may not use the Services or the Content (or both) to compete with any businesses of EagleView.
- e. **FCR.** You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

- f. **Amendments / Modifications.** Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- g. **Payment on Breach.** In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- h. **Notices.** All notices and other communications hereunder shall be in writing or, solely with respect to the Online Services, displayed electronically in the Online Services by EagleView. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- i. **No Waiver.** No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.
- j. **Assignment.** Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- k. **Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.
- l. **Force Majeure.** Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- m. **Severability.** The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.
- n. **Third Party Beneficiary.** Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.
- o. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.
- p. **Construction.** The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

A. **DELIVERED CONTENT.** These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - a. install the Delivered Content on Authorized Systems;
 - b. permit access and use of the Delivered Content through Authorized Systems by:
 - i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed **entirely** within facilities of you or Authorized Subdivisions;
 - ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed **entirely** within facilities of you or Authorized Subdivisions; and
 - iii. individual members of the public (each a “Permitted Public Member”), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
2. Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance. You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.
3. Project Participants. Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.
4. Geographic Data. If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.
5. STANDARD ORTHO MOSAIC PRODUCTS.

EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

 - i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
 - ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
 - iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
 - iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
 - v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
 - vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
 - vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
 - viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program (“DRP”)
 - A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

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

Imagery captured through DRP will be captured “as-is”.

- B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.
 - C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView’s DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.
7. Use of EagleView’s Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not (“Marks”) to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView’s Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView’s Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.
 8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView’s right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User’s EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User’s access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.
3. License Term. Unless otherwise set forth in **Section A (Product Description, Prices and Payment Terms)**, the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. **Grant of Rights.** You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
2. **End-User Access.** You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party, and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.
3. **License Term.** Unless otherwise set forth in **Section A (Product Description, Prices and Payment Terms)**, the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

1. **Grant of Rights.** Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.
2. **License Term.** The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

MAP(S) (IF APPLICABLE)



Board of Storey County Fire Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** To approve guidelines for Revisions and As-built construction submittals outlining the process and associated fees.
- **Recommended motion:** I (Fire Commissioner) move to approve the Revision / As-built Submittal Guidelines for implementation.
- **Prepared by:** Jeremy Loncar

Department: Fire

Contact Number: 775-847-0954

- **Staff Summary:** Currently the Fire District does not have an established procedure to process building plan revisions and as-builts. This guideline provides the necessary guidance to ensure both revisions and as-builts are processed and billed appropriately and in a timely manner. This guideline closely follows current practices conducted within Storey County Community Development.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY FIRE PROTECTION DISTRICT

145 North "C" Street
P.O. Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax

Revision / As-built Submittal Guidelines

Revisions: Significant changes to previously submitted and/or approved construction documents and/or plans.

1. Application Requirements:

- A new construction permit application is not required. Please submit a completed Revision Application along with the revised plans, following the guidelines for plan review provided by The Storey County Fire District.
- Each revision submission must include the project name and the issued Storey County Fire permit number.
- The submission should also have a cover page that clearly identifies all changes, including page numbers and the new project scope.
- Revised plans must show the existing layout and the proposed work, in red font and clouded.
- For complete plan resubmissions, all revisions should also be in red font and clouded.

2. Fees:

- If a code plan review is required for the project, a fee of \$88.00 per hour (or fraction thereof) will be charged.

3. Valuation Increases:

- Revisions that result in an increased valuation are subject to additional permit fees calculated according to the current Fee schedule.
- Complete the Revision Application form, clearly indicating any valuation increase. Incomplete forms will be returned, and the plans will not be reviewed.

Minor changes / Green lines: Minor deviations from original plan submittal. These may be approved in the field at the discretion of the inspector.

- Deviations shall be noted, dated, and signed in the field by said inspector. Notes shall be documented, dated, and signed only on the stamped, approved set of plans. The District's copy of the plans will be annotated to reflect these changes.

As-builts: Drawings may be submitted by the contractor upon completion of a project or phase of construction.

- This approach requires approval of Storey County Fire personnel. These drawings must be reviewed and approved by Storey County Fire Plans Examiner, which should be present during the certificate of occupancy and/or final inspection.
- The as-built drawings shall accurately reflect work being inspected.
- As-built plans will require a completely filled out application and associated fees paid prior Certificate of Occupancy issuance.



Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of Public Works Department regarding roads and highways throughout Storey County.

- **Recommended motion:** Discussion Only

- **Prepared by:** Jason Wierzbicki

Department: Public Works

Contact Number: 7752299920

- **Staff Summary:** Discussion of roads and highways throughout the County.

- **Supporting Materials:** No Attachments

- **Fiscal Impact:** no

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

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

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** First reading for On-Sale Liquor License. Applicant is Edward Lee Feriance, Champagne & Chocolate located at 5 North C Street, Virginia City, NV 89440.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** To accept a proposal for the completion of an environmental report to comply with USDA requirements for the Fire Station 71 project from DOWL and to authorize the County Manager to sign the DOWL task order in an amount not to exceed \$31,132.50.
- **Recommended motion:** In accordance with staff recommendations, I, [commissioner], move to accept and approve the proposal for the completion of the environmental report for the Fire Station 71 project from DOWL and to authorize the County Manager to sign the DOWL task order in an amount not to exceed \$31,132.50.

- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 775 230 4255

- **Staff Summary:** See attached staff report
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 31,132.50
- **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

Station 71 Project

USDA Required Environmental Report – Proposal Evaluation

July 11, 2024

Present:

Chief Jeremy Loncar – Primary Stakeholder

Mike Northan – Project Manager

Sara Sturtz – Grants Manager

BC Shane Dixon – project team (by phone)

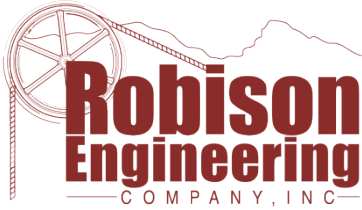
On July 10, 2024, the deadline for submittals closed and Storey County received three proposals to produce an environmental report compliant with USDA requirements. Of the three proposals, one was deemed to be non-responsive as it did not contain any mention of the archeological requirements. Another was similar in that there was no demonstration of NEPA compliance experience. The remaining proposal was responsive, included discussion of all required areas of the USDA Environmental Report, demonstrated experience with each of these areas, and expressed an ability to start work immediately. The submitting firm also has a track record of successful projects with the county.

With a tight deadline from USDA for this environmental report to obligate the funds for this project, staff placed some emphasis on the ability to start immediately and ability to complete the report within a very short timeframe.

Due to the above factors, staff recommends acceptance of the proposal from DOWL for the completion of the Environmental Report in the amount of \$31,132.50.

Authorization of this contract at the August 6 meeting and a four week work period will mean a completion date of September 6 at the earliest.

End of report.



Robison Engineering
 PO Box 1505
 Sparks, NV 89432
 +1 7758522251
 accounting@robisoneng.com
 www.robisoneng.com

Proposal

ADDRESS

Storey Co. Public Works
 PO Box 435
 Virginia City, NV 89440 USA

PROPOSAL # 8767

DATE 2024/07/09

RENG PROJECT NUMBER

1-2822-01.001

PROPOSAL #

8767

PROJECT TITLE

145 N C St CatX, Storey

ACTIVITY	QTY	RATE	AMOUNT
Services:Lump Sum Address: 145 N. C Street, Virginia City Storey County APN: 001-094-03 Project Description: Perform investigation in order to produce an environmental report in conformance with USDA Rural Development Instruction 1970-B, Exhibit C, Guide to Applicants for Preparing Environmental Reports for Categorical Exclusion. Note: this is a Fixed Price Proposal - invoices will match the items in this estimate. If the nature of the project, scope of work, or additional Client requests exceed these tasks, such exceedance will be disclosed to Client and invoiced separately as Time and Materials actual charges.	1	17,800.00	17,800.00
General:Schedule If the contract is awarded on or near July 25, a target completion date of August 15 is anticipated. Any anticipated delays in commencing or completing work will be communicated in accordance with the General Conditions of this Agreement.	1	0.00	0.00
General:PM - Marcie Project Manager, Marcie Wood, CEM may be reached at 775-852-2251 x 724, or 775-313-2106 or marcie@robisoneng.com	1	0.00	0.00

This Estimate constitutes a contract for professional services. If acceptable, please sign below and return to accounting@robisoneng.com or fax to 775-852-9736. Our standard payment terms are Net 15 Days from the date of invoice, except for established corporate clients.

TOTAL

\$17,800.00

Robison Engineering Company, Inc.
 DBA Sierra Nevada Systems
 DBA Robison Revegetation

Accepted By

Accepted Date

Robison Engineering Company, Inc
846 Victorian Avenue, Suite 20
Sparks, NV US

www.robisoneng.com



Mike Northan, Project Manager
Storey County Public Works
100 Toll Road
Virginia City, NV 89440

July 9, 2024

SENT VIA e-mail to: mnorthan@storeycounty.org

SUBJECT: Proposal for a USDA Environmental Report for Categorical Exclusions
Virginia City Property, Storey County, Nevada

Dear Mr. Northan,

Robison Engineering Company Inc. (RENG) is pleased to submit this proposal for services relating to completion of an environmental report conforming to U.S. Department of Agriculture (USDA) requirements for Categorical Exclusions for a property in Virginia City.

Background

RENG was provided with the following information regarding the site and investigation:

- The proposed site is a previously disturbed site. It is owned by Storey County Fire District and is currently zoned for the proposed use. A geotechnical investigation and report have been completed. There is one known historic resource (building) on the site and the project is in the National Register listed Comstock Historic District. The subject address is 145 N. C Street and the project area totals less than one acre.
- Proposed work at the site consists of: construction of a 2,200 sq.ft. (footprint), 3-story building to house reception area, offices, sleeping quarters, living space (kitchen, dining, day room), training room, laundry facilities, and an elevator within the site of an existing fire station in Virginia City, NV; 150 North C Street. New construction will be adjoined to an existing apparatus bay building. Project will include building construction, paving, concrete walks, extensions of existing utilities (water, sewer, power).

Statement of Qualifications

RENG is an employee-owned, unique, multidisciplinary and technologically savvy firm dedicated to directly and personally serving our clients. We have been providing engineering, survey and environmental services throughout Nevada and the Northern California region for over 15 years. The environmental staff strives to balance rigorous science with the practical needs of industry and regulators, and benefit clients by maximizing value. Our environmental scope of services includes, but is not limited to:

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846 Victorian Avenue, Suite 20
Sparks, NV US

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- Assessment and Investigation Services;
- Preparing Stormwater Pollution Prevention Plans, Best Management Practices (BMP) design, and maintaining permit compliance via inspection and documentation;
- Preparing and certifying Spill Prevention, Control, and Countermeasure (SPCC) Plans for facilities that store oil;
- Public water system permitting and management, including compliance sample collection and reporting, and
- Chemical Accident Prevention Program (CAPP) audits and compliance.

Proposed Scope of Work

To achieve the successful documentation of the required Environmental Report, RENG will follow the USDA Rural Development Instruction 1970-B, Exhibit C, *Guide to Applicants for Preparing Environmental Reports for Categorical Exclusion under 7 CFR 1970.54*, and will prepare the Categorical Exclusion pursuant to 40 CFR Parts 1500 through 1508: Council on Environmental Quality Regulations for Implementing NEPA. The following will be evaluated:

- a. Project Description and Location
- b. Land Ownership and Land Use
- c. Cultural resources/Historic Preservation
- d. Threatened and Endangered Species/Biological Resources
- e. Wetlands
- f. Floodplains
- g. Coastal Areas
- h. Important Farmland
- i. Environmental Risk Management

To assess the environmental risk, RENG proposes performing a Phase I ESA in accordance with ASTM E1527-21 – *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and will comply with 40 CFR 312 and 33 CFR 137. To achieve this end, RENG will perform the following:

Task 1: Records Review

RENG will examine publicly available and practically reviewable records to identify recognized environmental conditions in conjunction with the property or property vicinity, as appropriate, including environmental, physical setting and historical sources.

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Sparks, NV US

www.robisoneng.com



RENG will review existing documents, if provided by the client, including previous environmental site assessment reports and geotechnical studies, environmental permits, tank registrations, material safety data sheets, safety plans, and governmental correspondence.

Task 2: Interviews/Questionnaire

If possible, RENG will interview current and former owners and/or occupants of the property to obtain information regarding current and past site use, chemical use and/or storage, known dumping or spills, waste disposal/burial, and the presence of underground septic or storage tanks.

The User of the Phase I ESA will also be asked to complete a questionnaire regarding known environmental conditions of and encumbrances to the property.

Task 3: Site Reconnaissance

RENG will conduct site reconnaissance to obtain information regarding recognized environmental conditions on the property and adjacent properties to the extent possible. Current uses of the property and visible evidence of treatment, storage, disposal or generation of hazardous substances or petroleum products will be observed. The presence of storage tanks, odors, pools of liquid, drums or other containers, stains, corrosion, drains, sumps, stressed vegetation, solid waste, wastewater, wells or septic systems on the property or adjacent parcels will be noted.

Task 4: Evaluation and Report Preparation

RENG will prepare a report that documents assessment activities, describes any evidence obtained of recognized environmental conditions, and presents findings and conclusions for the property.

A final Environmental Report will be prepared to address all elements of the Categorical Exclusion.

The proposed Phase I ESA scope of work is limited to identifying known or recognizable environmental concerns associated with the potential for hazardous materials or petroleum products impacting the referenced property. The Phase I ESA process does not include sampling for asbestos, lead paint or mold, but potential building materials or items/areas of concern will be noted in the report. Other services not described here could be provided upon request for additional fees.

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846 Victorian Avenue, Suite 20
Sparks, NV US

www.robisoneng.com



Schedule

RENG understands the project will be awarded on or about July 25 and the completion target date is August 15, 2024.

Proposed Cost Amount

Compensation for the proposed scope of services will be on a lump sum basis. The fee for the recommended scope is not to exceed \$17,800.00 without prior authorization from the Client. Additional services requested or approved by the client that is not specifically included in the Scope of Services described in this proposal will be performed for an additional fee.

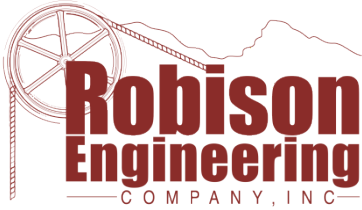
Please do not hesitate to contact me if you have any questions or need further assistance.

Sincerely,
ROBISON ENGINEERING COMPANY

Marcie Wood

Marcie Wood, CEM
775-852-2251, x 724 or
775-313-2106, or
marcie@robisoneng.com

Attachments: Proposal Estimate and Contract



Robison Engineering
 PO Box 1505
 Sparks, NV 89432
 +1 7758522251
 accounting@robisoneng.com
 www.robisoneng.com

Proposal

ADDRESS

Storey Co. Public Works
 PO Box 435
 Virginia City, NV 89440 USA

PROPOSAL # 8767

DATE 2024/07/09

RENG PROJECT NUMBER

1-2822-01.001

PROPOSAL #

8767

PROJECT TITLE

145 N C St CatX, Storey

ACTIVITY	QTY	RATE	AMOUNT
Services:Lump Sum Address: 145 N. C Street, Virginia City Storey County APN: 001-094-03 Project Description: Perform investigation in order to produce an environmental report in conformance with USDA Rural Development Instruction 1970-B, Exhibit C, Guide to Applicants for Preparing Environmental Reports for Categorical Exclusion. Note: this is a Fixed Price Proposal - invoices will match the items in this estimate. If the nature of the project, scope of work, or additional Client requests exceed these tasks, such exceedance will be disclosed to Client and invoiced separately as Time and Materials actual charges.	1	17,800.00	17,800.00
General:Schedule If the contract is awarded on or near July 25, a target completion date of August 15 is anticipated. Any anticipated delays in commencing or completing work will be communicated in accordance with the General Conditions of this Agreement.	1	0.00	0.00
General:PM - Marcie Project Manager, Marcie Wood, CEM may be reached at 775-852-2251 x 724, or 775-313-2106 or marcie@robisoneng.com	1	0.00	0.00

This Estimate constitutes a contract for professional services. If acceptable, please sign below and return to accounting@robisoneng.com or fax to 775-852-9736. Our standard payment terms are Net 15 Days from the date of invoice, except for established corporate clients.

TOTAL

\$17,800.00

Robison Engineering Company, Inc.
 DBA Sierra Nevada Systems
 DBA Robison Revegetation

Accepted By

Accepted Date

Robison Engineering Company, Inc
846 Victorian Avenue, Suite 20
Sparks, NV US

www.robisoneng.com



Mike Northan, Project Manager
Storey County Public Works
100 Toll Road
Virginia City, NV 89440

July 9, 2024

SENT VIA e-mail to: mnorthan@storeycounty.org

SUBJECT: Contract for Proposal for a USDA Environmental Report for Categorical Exclusions
Virginia City Property, Storey County, Nevada

Dear Storey County Public Works:1-2822-01.001 - 145 N C St CatX, Storey,

See attached Estimate and Agreement, subject to the following General Conditions:

1. Consultant shall perform services in a manner consistent with local (to the project) standards of care for comparable services. No other warranty, representation or guarantee exists.
2. Each Party shall notify the other of material changes in scope (including effort not contemplated in the original Agreement, extraordinary circumstances, weather or other conditions outside of the Parties' control) and shall negotiate in good faith to equitably resolve such change(s).
3. All reports, plans, and other work products of Consultant are for the exclusive use of Client for the Project, and other than that use, are Consultant's personal property and copyright. Any use by third parties, except in the normal course of permitting and construction, shall be agreed to in writing, except publicly recorded or published information. Use by Client of raw data in any form constitutes indemnification of Consultant against harm arising from such use.
4. Parties shall respect and not publish each other's confidential information, meaning any information disclosed by one Party to the other, directly or indirectly, in writing, orally or by observation, EXCEPT any information which was publicly known or available in the public domain, or becomes so known and available through no action or inaction of the possessor of that information.
5. Client shall inform Consultant of conditions, including hazards or dangerous materials, site occupancy, and proposed uses of the site. Identification of property, site access, contacts, and safety are the sole responsibility of Client unless such identification is germane to the Project. Client is solely responsible for notifying agencies and other interested parties of the existence of hazardous or dangerous materials located or discovered on or in the project site(s).
6. Consultant maintains business insurance at all times: however, each party shall indemnify and hold harmless the other against all losses, actions or liabilities, including all costs related thereto

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resulting from any acts, omissions or other causes by the indemnifying party, its employees or agents, except where those losses are due to the sole negligence of the party otherwise indemnified. Where both parties participated in such causes, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

7. Disputes between the Parties are subject to non-binding Mediation AND/OR binding Arbitration, administered by the American Arbitration Association, which either Party may initiate by serving written notice stating the essential nature of the complaint. No lawsuit or other legal action may commence without such notice, and no sooner than ninety (90) days after service of notice. Consultant's liability is limited to the Proposal(s) value except where such limitation is precluded by law.

8. This Agreement constitutes Notice of Right to Lien under NRS Section 108.221-108.245 and NRS Section 339.035 or equivalent other jurisdiction's statute.

9. This Agreement may be terminated by either party upon ten (10) days written notice. Limitations and non-project related Duties of this Agreement shall be binding notwithstanding termination.

10. Neither Party shall assign its interest in this Agreement without the written consent of the other.

11. This Agreement represents the entire agreement between the parties. Any modifications shall be in writing and signed by both Parties. Waiver(s) or modification of one or more term or condition shall not affect any other term or condition.



4703 Tidewater Avenue, Suite B
Oakland, CA 94601
phone: 510.434.9200

June 18, 2024

Mr. Matthew K. Rasmussen
Tectonics Design Group
730 Sandhill Road Suite 250
Reno, Nevada 89521

Subject: Proposal for Phase I Environmental Site Assessment Services
Storey County Fire Protection District Fire Station 71
145 North C Street
Virginia City, Nevada
PSI Proposal Number: 0575-428195

Dear Mr. Rasmussen,

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) at the subject property. Presented below is a review of provided project information, the proposed Phase I ESA scope of services, requested additional services beyond the Phase I ESA, information about User responsibilities, our proposed schedule, and fee.

PROJECT INFORMATION

PSI obtained project information from the following sources:

- Request for Proposal.

The subject property is located at 145 North C Street in Virginia City, Nevada. The subject property consists of the Storey County Fire Protection District Fire Station 71. The subject property consists of 0.57 acres of land and has a Storey County Parcel ID of 001-094-03.

PURPOSE OF SERVICES

PSI is basing this proposal on your purpose for having the Phase I ESA performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The scope of services presented below is intended to satisfy the purpose.

PHASE I ESA SCOPE OF SERVICES

PSI proposes to perform the Phase I ESA in general accordance with ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21). PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:





- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in general accordance with ASTM E2600-22; and
- Preparation of a written report.

PSI will prepare a report of our findings and provide an electronic copy (pdf format). One (1) hardcopy can be provided upon request at no additional fee. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the report.

YOUR RESPONSIBILITIES

ASTM E1527-21 and E2600-22 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached a **User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.

Additionally, the ASTM standard and AAI Rule require that a search be performed to identify any environmental liens or activity use limitations (AULs) that are recorded against the subject property. You may engage a title company to perform the search and report the results to PSI, or we can arrange to conduct the search on your behalf, for an additional fee. Please note on the Project Authorization and Payment Instructions Form if you would like PSI to arrange for a subcontractor to perform this search.

ADDITIONAL SERVICES BEYOND THE SCOPE OF E1527

PSI understands that the client does not want us to assess other environmental issues or conditions outside the scope of the ASTM E1527 (ASTM non-scope services, such as asbestos, mold, lead-based paint, radon, wetlands, etc.), also known as Business Environmental Risks (BERs).

THIRD PARTY RELIANCE

The report will be provided for reliance by **Tectonics Design Group**. If other parties are to rely on the reports, please provide that information to PSI on the Proposal Authorization and Payment Instructions page, or in writing prior to PSI's issuance of the report.

Third party reliance letters may be issued upon request and upon the payment of a reliance fee. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

PSI proposes to deliver the report within **fifteen (15)** business days after we receive written authorization to proceed. Completion of the project may be affected by access to the property, the availability of information, and other factors.



FEES

PSI proposes to prepare this Phase I ESA for the lump sum fee of **\$2,750**. Please note that the following efforts are not included in this price:

- Environmental lien/AUL search or searches (if desired, please see options provided below);
- Expedited report preparation fees;
- Draft report submittal cycles;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project or after the report issuance;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor’s office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) or equivalent requests.

Due to the need to collect records and historical data from several governmental and private resources, our standard turnaround for a Phase I ESA is typically fifteen (15) business days. In many cases, we can deliver the report with a faster turnaround by expediting the data at an additional fee, by re-prioritizing our workload, and/or having our staff work overtime to complete the report. Due to the increased costs, we will charge an additional fee for RUSH delivery of the report as follows:

- Ten Business Days..... \$1,000
- Seven Business Days \$2,000

Please indicate whether an expedited report delivery is required by checking the appropriate box on the Proposal Authorization and Payment Instructions page. It should be noted that, in some cases, it might not be possible to obtain all the required records within the expedited timeframe. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer, per hour \$225.00
- Principal Consultant, per hour..... \$215.00
- Senior Personnel, per hour..... \$175.00
- Project Personnel, per hour \$140.00
- Staff Personnel, per hour \$110.00
- Clerical Personnel, per hour \$80.00
- Mileage, per mile \$0.95



- Additional Report Hardcopies, each \$100.00

Environmental Lien/AUL search:

- First owner/parcel \$250.00
- Each additional parcel (same owner) \$100.00
- Each additional parcel (different owner) \$250.00

PSI will not perform any additional services until written approval from the client has been received.

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

AUTHORIZATION

To authorize our services, please sign and complete the attached Proposal Authorization & Payment Instructions form and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of the proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

CLOSING

If any of the project information is found to be inaccurate, please let us know to allow necessary revisions to this proposal.

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Robert White
Vice President

Frank Poss
Department Manager, Principal Consultant

- Attachments:
- Proposal Authorization & Payment Instructions
 - User Questionnaire
 - Contact Information Sheet
 - PSI General Conditions
 - Services Flyer



PSI can provide a complete range of services in addition to those listed above. Should this project or future projects require any of the following services, PSI would be pleased to discuss this further with you.

- Asbestos/Lead Consulting
- Property Condition Assessments
- Remediation Plans & Specifications
- Materials Testing & Engineering
- Pavement Consulting
- Wetlands/Endangered Species
- Geotechnical/Foundation Engineering
- Facility/Envelope Engineering
- Roof Inspections & Consulting
- Indoor Air Quality (IAQ) Consulting
- Leadership in Energy and Environmental Design (LEED) Services



ATTACHMENTS



PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			

_____	_____	_____	_____
City	State	Zip Code	Telephone
_____		_____	
Date		Purchase Order No. / Project Tracking No. (if applicable)	

Authorizing Party's E-Mail Address			

If invoice payment is to be made by a party other than the authorizing party above, please provide, in writing, complete contact information, including the name, address and phone number of the firm who will pay the invoice, and to whose attention the invoice should be directed (name, e-mail, and phone number).

Recommendations

- CHECK HERE to exclude recommendations from the report
- CHECK HERE to include recommendations under a separate cover letter

Optional Items for Additional Fees

- CHECK HERE to order an Environmental Lien/AUL Search
- CHECK HERE to order an expedited ten working day turnaround time (Additional \$700)
- CHECK HERE to order an expedited seven working day turnaround time (Additional \$1,200)

Reliance Parties

Please include the following additional parties in the reliance for the report:



USER QUESTIONNAIRE

Pursuant to ASTM E1527, ASTM E2600, and the EPA All Appropriate Inquiry Rule, the User of the report must answer specific questions regarding the property and supply this information to the Environmental Professional. While we understand that you may have only limited knowledge of the property, please answer the questions to the best of your ability based on your current knowledge, and return the completed questionnaire to PSI.

Phase I ESA Questions

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?
 No Yes Not Applicable

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?
 No Yes Not Applicable (if yes, please briefly discuss on the next page or as an attachment)
5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:
 - (a) Do you know of the past uses of the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (b) Do you know of specific chemicals that are present or were once present at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (c) Do you know of spills or other chemical releases that have taken place at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (d) Do you know of any environmental cleanups that have taken place at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
7. Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property? No Yes (if yes, please briefly discuss on the next page or as an attachment)
8. Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
 No Yes (if yes, please briefly discuss below or as an attachment)



Further Explain any Answers Requiring Clarification: _____

Vapor Encroachment Screening Questions

1. Currently, what type of property is the subject property?
 Commercial Industrial Residential Multi-Tenant Vacant Land

2. Are there buildings on the subject property?
 Yes No Unknown (if **yes**, indicate number and construction type):

3. Will buildings or structures be constructed on the subject property in the future?
 Yes No Unknown (if **yes**, indicate number and construction type)

4. If buildings exist or are proposed, do/will they have elevators?
 Yes No Unknown

5. What type of below-grade level exists or is proposed?
 Full/Partial Basement Crawl Space Parking Garage Multi-Level
 None/Unknown (if **none/unknown**, skip to question 11)

6. Is there ventilation currently/proposed in the below-grade level?
 Yes No Unknown

7. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?
 Yes No Unknown

8. Is there a radon or methane mitigation system installed or proposed?
 Yes No Unknown (If **yes**, please indicate if passive or active): _____

9. What type of heating system exists or is proposed in the building? (check all that apply)
 Hot Air Circulation Hot Air Radiation Hot Water Radiation
 Hot Water Circulation Fireplace Radiant Floor Heat Fuel Oil Furnace
 Electric Baseboard Heat Pump Wood Stove Steam Radiation
 Coal Furnace Kerosene Heater Used Oil Heater Natural Gas Furnace
 Other

10. How are the utility systems fueled/powerd or proposed to be fueled/powerd?
 (check all that apply)
 Natural Gas Propane Kerosene Coal Wood Electricity
 Fuel Oil Solar Wind Other

11. Have there ever been any environmental problems at the subject property?
 Yes No Unknown (if **yes**, please describe)

12. Does/will a gas station or dry cleaner operate anywhere on the subject property?
 Yes No Unknown



- 13. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?
 Yes No Unknown
- 14. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?
 Yes No Unknown
- 15. Are the current or proposed operations on the subject property going to require/require special OSHA or EPA permitting?
 Yes No Unknown
- 16. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?
 Yes No Unknown (if **yes**, please describe)
- 17. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?
 Yes No Unknown

Further Explain any Answers Requiring Clarification: _____

Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- Environmental site assessment or investigation reports (for example: Phase I/II ESAs, RBCA corrective action reports, or self-directed or other cleanup activity reports)
- Environmental compliance audit reports; or risk assessments
- Environmental permits or hazardous waste generation notices or reports
- Registrations for above or underground storage tanks, or underground injection systems
- Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
- Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
- Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens on the property
- Geotechnical studies; or reports regarding hydrogeologic conditions on the property or vicinity
- Recorded environmental liens or activity and land use limitations (collectively, Property Use Limitations)

 Name (Authorized User Representative)

 Title

 Signature

 Date



CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

Name

Address

City/State/Zip

Phone/E-mail

SECONDARY USER CONTACT (if any)

Name

Address

City/State/Zip

Phone/E-mail

CURRENT SUBJECT PROPERTY OWNER

Name

Address

City/State/Zip

Phone/E-mail

KEY SITE MANAGER

Name

Address

City/State/Zip

Phone/E-mail

CURRENT FACILITY OPERATOR

Name

Address

City/State/Zip

Phone/E-mail

PAST SUBJECT PROPERTY OWNER OR OPERATOR

Name

Address

City/State/Zip

Phone/E-mail

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING THE SUBJECT PROPERTY

Name

Address

City/State/Zip

Phone/E-mail

Name

Address

City/State/Zip

Phone/E-mail



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

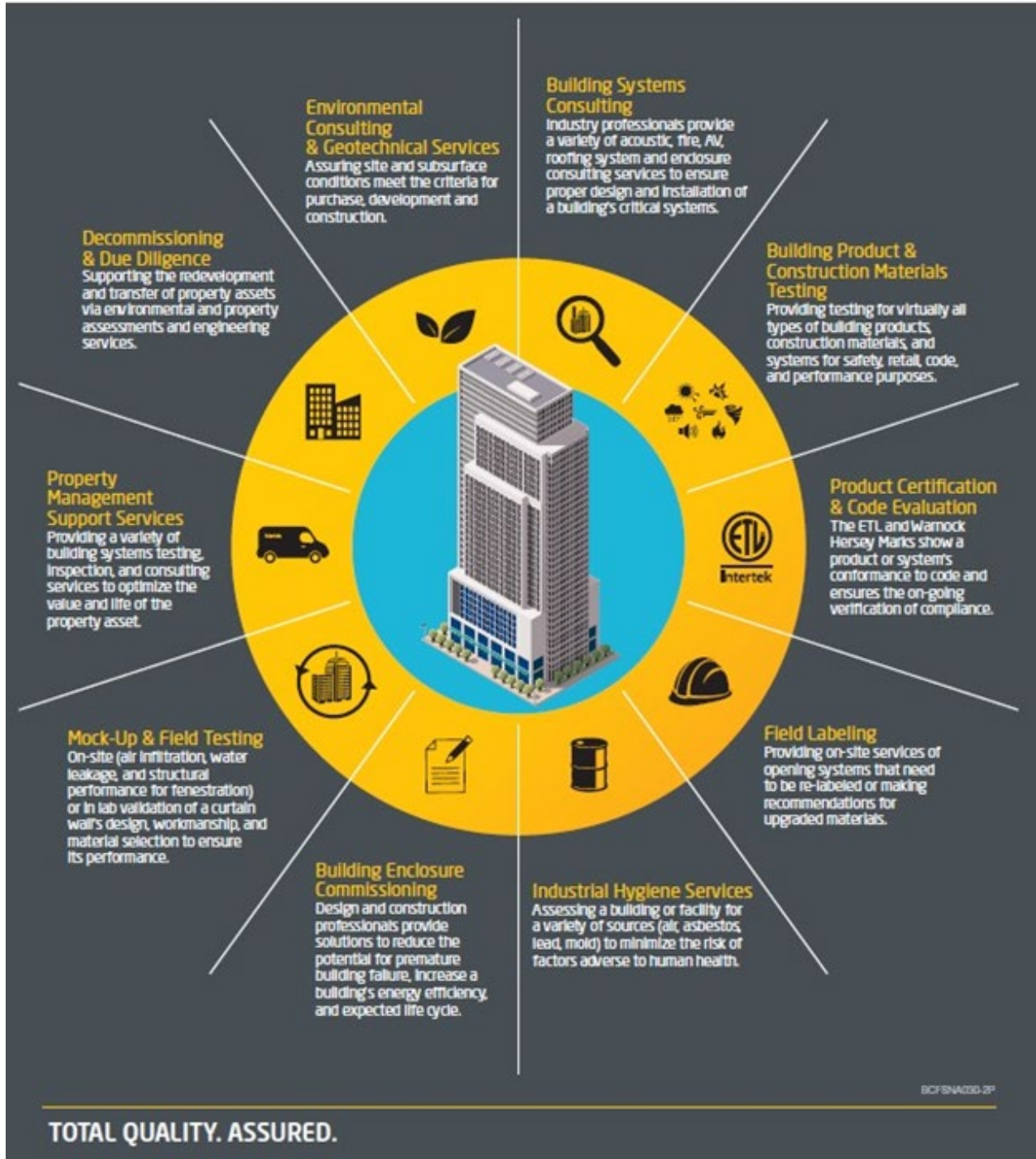
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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PROPOSAL TO COMPLETE AN ENVIRONMENTAL REPORT

RFP P4-12

Proposal for:

Storey County Public Works
Mike Northan, Project Manager
100 Toll Road
Virginia City, NV 89440

Prepared by:

DOWL
Rachel Cruz, Senior Environmental Project Manager
5510 Longley Lane
Reno, NV 89511

July 10, 2024



July 10, 2024

Mr. Mike Northan, Project Manager
Storey County Public Works
100 Toll Road
Virginia City, NV 89440

Subject: Proposal to Complete an Environmental Report
RFP P4-12

Dear Mr. Northan:

DOWL enjoys working with Storey County (County) as your engineering consultant, and we appreciate the opportunity to submit this proposal. We understand that you seek an environmental report (ER) that conforms to US Department of Agriculture (USDA) requirements and addresses the potential environmental impacts of the proposed construction of a 2,200-square-foot (footprint), three-story building in the Comstock Historic District. We value our relationship that spans more than a decade and are committed to providing you with:

- ◆ **Strong, local presence.** With our Reno office less than 20 miles from your facilities and in-house employees who share years of experience and expertise on your unique needs, we are ideally positioned to mobilize on short notice and be cost effective.
- ◆ **Considerable depth of environmental resources.** Our team of local environmental staff have extensive experience in National Environmental Policy Act (NEPA) documentation and USDA regulations.
- ◆ **USDA funding experience.** For over a decade, we have successfully completed several of your USDA-funded projects, such as the Virginia City Water and Sewer Replacement and the Gold Hill Wastewater Treatment Plant, as well as USDA-funded projects for rural communities throughout the state.
- ◆ **Ability to Start Immediately.** We have an executed contract with the County. If awarded this task order, we would be able to begin the ER immediately. Therefore, to quickly address your expedited schedule, we have included a completed task order to this proposal for your immediate review.

By continuing to partner with us, the County will benefit from a team of professionals who understand the geographic and historical nuances of your community and have years of experience working with USDA Rural Development (RD) funding, resulting in quality efficiencies that translate into lower overall costs. We welcome the opportunity to continue to serve you.

Sincerely,

DOWL

A handwritten signature in blue ink that reads "Rachel Cruz".

Rachel Cruz
Senior Environmental Project Manager
775.284.7896
rcruz@dowl.com

A handwritten signature in blue ink that reads "Luke Tipton".

Luke Tipton, PE, WRS
Water & Wastewater Market Sector Lead
775.853.7253
lтиpton@dowl.com

Statement of Qualifications

Established in 1962, DOWL is a full-service engineering, environmental, and planning firm with 18 offices throughout the western US. DOWL's Reno office has a 22-year local presence that is supported by the expanded capabilities and expertise of our more than 540 employees. Our Reno office is comprised of nearly 80 professionals specializing in engineering (civil, electrical, and structural), environmental permitting, hydrology, survey, planning and plan review, geographic information systems, water rights, and construction management and inspection. We have assembled a team of environmental specialists who are ready to start on your project immediately and have years of experience providing environmental assessments, reports, and permitting throughout Nevada and understand local, state, and federal standards to address your needs.

Project Understanding

The County is proposing the construction of a 2,200-square-foot (footprint), three-story building within the site of an existing fire station located at 145 North C Street in Virginia City, Nevada. The site is part of the County's Assessor Parcel Number (APN) 001-094-03 property. New construction will be adjoined to an existing apparatus bay building. The proposed project will include building construction, paving, and concrete walks and extensions of existing utilities (water, sewer, power).

The County owns the proposed site, which is a previously disturbed property. A geotechnical investigation and report have been completed. Additionally, there is one known historical resource (building) on the site and the project is located within the Comstock Historic District.



The County is obtaining USDA RD project funding, which requires assessment and consideration of the impacts of proposed federal actions, such as the provision of financial assistance to the human environment in accordance with NEPA, National Historic Preservation Act (NHPA) Section 106, Endangered Species Act (ESA) Section 7, and other applicable federal, state, and local environmental laws. The County's proposed actions are classified under Code of Federal Regulations (CFR) 1970.54 Categorical Exclusions (CatEx) involving Small-scale Development; therefore, an ER must be completed to submit with the County's application.

DOWL's team will complete an ER that evaluates the potential to impact specific environmental resources and historic properties for the USDA to complete the required environmental review process or determine if additional impact analysis may be needed. The ER also assists the USDA in verifying that the project is consistent with CFR 1970.54 and no extraordinary circumstances exist (CFR 1970.52) that would preclude the project from being categorically excluded. An extraordinary circumstance may warrant a higher level review (i.e., environmental assessment [EA] or environmental impact statement). Following their review of the ER, the USDA will direct the County in next steps if additional information or analyses are necessary.

Project Approach

Our priority is to deliver a quality project that meets your goals on time and budget. We will accomplish this through the following:

- ◆ **Quality assurance/quality control (QA/QC):** DOWL is certified by the International Organization for Standardization 9001, which validates our adherence to a robust quality management system that is independently verified by a third-party registrar. We have an unwavering commitment to quality.
- ◆ **Cost control:** We will provide a local team who is familiar with the County, USDA environmental requirements and can mobilize quickly to the project site, limiting travel expenses. The team will use practical environmental solutions and cost estimates to hit the budget targets.
- ◆ **Effective scheduling:** We will collaboratively develop a project schedule that meets your goals and serves as a guide for the County and DOWL's environmental team to foster accountability and accelerated progress.
- ◆ **Effective communication:** We will regularly communicate with the County and its stakeholders to review progress, discuss project issues and methods of resolution, and confirm that the project is continuing in the desired direction.



Scope of Work

We anticipate that a NEPA CatEx environmental document will be required for this project. The following tasks outline the anticipated steps needed to complete the documentation:

► Task 1: Cultural Resources Review

DOWL is teaming with the Great Basin Consulting Group, LLC (Great Basin) who will provide cultural resource services. The DOWL/Great Basin team have successfully completed several projects together, including an environmental report for the County's Virginia City Fairgrounds. Great Basin will perform a Class III inventory to determine whether historical properties exist within the project area. In accordance with USDA requirements, Great Basin will also contact tribes and other interested parties, such as the Comstock Historic District Commission, to inform them of the project. DOWL will:

- ◆ Oversee the subconsultant and review the cultural resource report.
- ◆ Perform QA/QC on all deliverables.
- ◆ Prepare the submittal for the State Historic Preservation Office (SHPO) and USDA.

Assumptions

- The Comstock Historic District Commission will not require a formal presentation.
- A finding of No Historic Properties Affected is assumed and SHPO will concur.
- SHPO will not have comments on the cultural resource inventory report.

Deliverables

- Draft Cultural Resource Inventory Report & Cultural Property Forms (.pdf)
- Final Cultural Resource Inventory Report & Cultural Property Forms (.pdf)

► Task 2: Hazardous Materials/Substances & Water Quality Initial Site Assessment

DOWL will identify existing hazardous materials sites that should be considered during the development of the Fire Station 71 improvements. It is understood that this project does not include a property transaction; therefore, a Phase I ESA is not required.

DOWL will:

- ◆ Prepare an initial site assessment (ISA) memorandum of the study area.
- ◆ Review historical land uses within the study area, including state and federal Superfund lists, Nevada Division of Environmental Protection (NDEP) underground storage tank files, national pipeline mapping, etc.
- ◆ Consult with appropriate environmental regulatory agencies to determine if hazardous materials/substances or water quality issues are known within the study area.
- ◆ Conduct a limited visual site reconnaissance to observe current conditions of the Fire Station 71 site to identify potential environmental concerns and document hazardous materials, substances, or wastes that may be released at, generated by, or required for the operation of the proposed facility.
- ◆ Prepare figures and text identifying known hazardous materials sites for use in the proposed improvements screening process.
- ◆ Prepare a draft and final ISA memorandum.
- ◆ Perform QA/QC.

Deliverables

- Draft ISA Memorandum (.pdf)
- Final ISA Memorandum (.pdf)

► Task 3: Biological Resources Review

DOWL will identify existing biological resources that should be considered for the development of the Fire Station 71 improvements. A biological resources memorandum will be prepared under this task. DOWL will:

- ◆ Perform a literature/records review and conduct a field review of the study area and vicinity to identify general habitat/vegetation communities, general wildlife species (mammals, birds, reptiles, and amphibians), critical habitat, species of concern/special status species, and threatened and endangered species.
- ◆ Review topographic maps, aerials, soil maps, Federal Emergency Management Agency (FEMA) flood insurance rate maps, and the National Wetland Inventory to identify aquatic resources located within and adjacent to the study area.
- ◆ Conduct a field review of the study area (concurrent with Task 2).

- ◆ Prepare figures and text identifying known biological resources for use in the project screening process.
- ◆ Prepare a draft and final biological resources memorandum documenting the findings from the literature review and field visit.
- ◆ Perform QA/QC on deliverables.

surveys; environmental compliance audits; or other due diligence.

- ◆ Written narratives describing any alternatives that were analyzed by the County, including the no action alternative.
- ◆ Maps and descriptions of all areas of disturbance, including, but not limited to, construction activities, trenching, excavation, staging areas, and other earthwork.
- ◆ Project time frame, including an estimated construction start date and estimated duration.

Assumptions

- ▶ A biological assessment is not anticipated.
- ▶ Formal consultation with the US Fish and Wildlife Service is not required.

Deliverables

- ▶ Draft Biological Resources Memorandum (.pdf, .docx)
- ▶ Final Biological Resources Memorandum (.pdf, .docx)

Assumptions

We anticipate that a CatEx will be required for this project. If a more involved environmental document is needed (e.g., EA), DOWL will perform the additional work under a signed amendment with the County.

Deliverables

- ▶ Draft USDA CatEx Documentation Form & ER (.pdf)
- ▶ Final USDA CatEx Documentation Form & ER (.pdf)

▶ **Task 4: Preliminary Environmental Document (CatEx)**

Using USDA’s CatEx documentation form, DOWL will prepare a preliminary and final CatEx using USDA’s CatEx documentation form, which includes all necessary supporting information and an ER. To develop the CatEx, the County will need to provide DOWL with the following:

- ◆ Records* associated with NDEP Facility 3-000049 that pertain to Storey County Fire Department equipment and release cases:
 - Two former underground storage tanks that were installed at the site in 1956 and closed in 1996.
 - The reported release of gasoline to the soil at the site in 1996, which was granted a Nevada Administrative Code (NAC) 459 A-K closure in 1998.
 - The reported release of gasoline, motor oil, and unknown materials was reported to NDEP on May 10, 2024, and remains an open corrective action case.

**If these records are unavailable from the County, DOWL can provide a cost estimate under separate cover to conduct a file review at NDEP.*

- ◆ Copies of other existing reports prepared for the project area, such as geotechnical investigation; documentation of known historical resource (building) on site; previous asbestos, lead paint, or mold

Proposed Team

Organizational Chart

The proposed team is ready to meet your expedited timeline and is supported by DOWL’s more than 540 professionals. The following organizational chart outlines the key roles for your project:



Key Personnel



Reno, NV

Rachel Cruz Project Manager

- ◆ BS, Environmental Science, Saint Mary's College of California
- ◆ Graduate-level NEPA Certificate

Rachel has more than 20 years of experience in regulatory planning and permitting of projects throughout Nevada and the western US. She has managed environmental documentation and permitting requirements and is knowledgeable and experienced with laws and regulations that pertain to resource development. Her NEPA experience includes project management, public and agency scoping, consultation and coordination with regulatory agencies, knowledge of environmental laws, permitting, and writing legally defensible environmental documents. She has developed NEPA documents for the Bureau of Land Management, Bureau of Indian Affairs, US Army Corps of Engineers, US Fish and Wildlife Service, US Forest Service, Federal Highways, and State Revolving Fund projects. Rachel currently manages the environmental tasks supporting the County's Siphon Replacement and Silver City Transmission Main Replacement Projects. For this project, she will provide project management and technical guidance, maintain the project schedule, and review all deliverables.



Anchorage, AK

Emily Creely, PWS QA/QC

- ◆ MS, Environmental Science, Alaska Pacific University
- ◆ BA, Journalism, Humboldt State University

Emily is a professional wetland scientist (PWS2606) who has more than 20 years of environmental experience with a diverse range of specialties, including NEPA documentation, permitting, and impact analysis for infrastructure projects. She has in-depth knowledge of the regulatory culture and is well versed in hazardous waste management (Phase 1 ESAs), groundwater, and other resource assessments. For this project, Emily will provide final QA/QC to confirm that the team is meeting DOWL's unwavering commitment to quality.



Reno, NV

Krista Butler, CEM Environmental Specialist

- ◆ BS, Environmental Science, Northern Arizona University
- ◆ Certified Environmental Manager

Krista is a certified environmental manager (EM2474) who has over 10 years of experience in environmental consulting, specializing in commercial due diligence (primarily Phase I ESAs) and NEPA projects throughout

Nevada and the western US. She has conducted hundreds of Phase I ESAs and Phase II Site Investigations, and is experienced with a variety of property types. Prior to DOWL, Krista served as the environmental reviewer for the NDEP State Revolving Fund, overseeing NEPA compliance, including co-funded NDEP and USDA projects that required coordination and compliance with both agencies' requirements. Similar to your project, Krista prepared a Phase I ESA under the NDEP Brownfields Redevelopment program for the Sutro Tunnel site. Project scope included investigations related to historical use of the site, including presence of asbestos containing building materials, lead-based paints, and mining wastes. The NDEP is funding a Phase II ESA to investigate potential contamination on the property through environmental sampling prior to potential transfer of ownership. At DOWL, Krista has provided environmental support for the County's Siphon Replacement and Silver City Transmission Main Replacement projects.



Reno, NV

Great Basin Consulting Group Cultural Resource Subconsultant

Great Basin specializes in cultural resources management and provides cultural resource services throughout Nevada. They are

experienced with USDA requirements and served on the DOWL team by providing cultural resource services for the County's Virginia City Fairgrounds project.

Similar Project Experience

The following projects are just a sampling of DOWL's local environmental team's relevant experience:

Storey County Siphon Replacement

Sara Sturtz, Grants Manager
sturtz@storeycounty.org ◆ 775.847.0968

The state-owned Marlette Lake Water System currently feeds the County's water system through an 11.4-mile transmission main. A segment of the transmission main is steel pipe with leaded joints and is over 150 years old. This segment is frequently breaking and causing extended disruptions to the County's water supply. Additionally, the County's water system does not have the capacity to meet NAC 445A requirements. DOWL is designing the replacement of 25,700 feet of transmission main from I-580 to the top of the siphon. **The proposed team is currently providing the environmental support, including NEPA documentation, biological and cultural surveys, and other environmental permitting.**

Silver City Transmission Main

Honey Coughlin, Administrative Officer
hcoughlin@storeycounty.org ♦ 775.847.0968

Virginia City Fairground Improvements

Sara Sturtz, Grants Manager
sturtz@storeycounty.org ♦ 775-.847.0968

Silver City has received water from Storey County through the original 150-year-old pipe that had an increasing number of leaks and was becoming inaccessible. DOWL designed the replacement of 8,500 lineal feet of transmission main along the original alignment to an existing County water tank. **The proposed team is currently providing environmental support, including development of NEPA documentation, biological and cultural surveys, and other environmental permitting.**

With an expedited 3-month timeline, DOWL prepared and submitted a preliminary architectural feasibility report and CatEx report to the USDA for RD grant funding. Funding justification submittals included a cultural resource inventory report, hazardous materials/substances and water quality initial site assessment, and biological resource memorandum. **Great Basin served as DOWL's cultural subconsultant for this project.**

Proposed Cost Amount

Our cost estimate is based on the proposed scope of work. We would request a task order in the amount of \$31,132.50. (A task order has been drafted and is provided in Appendix A.) Proposed services will be provided to the County on a time and materials basis in accordance with our current Storey County Master Task Order Agreement for Professional Services (MSA) that was executed on March 15, 2023. DOWL's risk department reviewed our current MSA with the County in January 2023. They also reviewed NRS 338.155, which includes Nevada professional indemnity language. Our current MSA complies with the provisions of NRS 338.155, and we have included our current MSA in Appendix B.

Task	Amount
1: Cultural Resources Review	9,995.00
2: Hazardous Materials/Substances & Water Quality Initial Site Assessment	6,287.50
3: Biological Resource Review	7,580.00
4: Preliminary Environmental Document (CatEx)	7,270.00
Total	\$31,132.50

Schedule

If awarded, and upon receipt of a signed approval to proceed, DOWL would work with the County to begin proposed scope of work immediately. SHPO, by regulation, has 30 days to review the cultural resource report. For the County to complete the ER by August 30, it is important to initiate work as soon as possible. DOWL's preliminary schedule is as follows:

- ▶ **July**
 - 25** Contract Award
 - 29** Project Kick-off Meeting
- ▶ **August**
 - 6** Site Visit
 - 9** Biological Resources Review Memorandum
 - 16** Initial Site Assessment & Cultural Resources Class III Report/Submittal to SHPO
 - 29** CatEx & ER*

**If the SHPO response is pending, DOWL will include placeholders in the CatEx and ER and will update the placeholders upon receipt of SHPO's response.*

APPENDIX A

Task Order



TASK ORDER

Task Order No.: 69

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

March 15, 2023

Task Order Title: Environmental Report for Fire Station 71

Effective Date: July 10, 2024

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

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

CLIENT: Mike Northan

DOWL: Rachel Cruz

SCOPE OF WORK: (attach additional sheet(s) as required)

See Exhibit A – DOWL’s Services for Task Order

COMPENSATION:

DOWL shall be reimbursed on a Time & Materials basis in accordance with our Master Task Order Agreement for Professional Services. See Exhibit B – DOWL’s compensation for Task Order. DOWL shall invoice no more often than monthly for services provided in the prior month.

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

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

Storey County

By: _____

Title: _____

Date: _____

DOWL

By: _____

Title: _____

Date: _____

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: 69

Task Order Title: Environmental Report for Fire Station 71

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

Project Description: The County is proposing the construction of a 2,200-square-foot footprint, three story building to include a reception area, offices, sleeping quarters, living space (kitchen, dining, day room), training room, laundry facilities, and an elevator within the site of an existing fire station located at 145 North C Street in Virginia City, Nevada. The site is understood to be part of the property assigned Storey County Assessor Parcel Number (APN) 001-094-03. New construction will be adjoined to an existing apparatus bay building. The proposed project will include building construction, plus paving, concrete walks, and extensions of existing utilities (water, sewer, power).

It is understood that the proposed site is a previously disturbed property and is currently owned by Storey County. A geotechnical investigation and report have been completed. Additionally, there is one known historic resource (building) on the site and the project is in the National Register listed Comstock Historic District.

It is understood that the County is obtaining project funding through the USDA Rural Development and therefore is required to assess and consider the impacts of proposed federal actions, such as the provision of financial assistance, to the human environment in accordance with the NEPA, Section 106 of the National Historic Preservation Act (NHPA), Section 7 of the Endangered Species Act (ESA), and other applicable federal, state, and local environmental laws. As the County’s proposed actions are classified under §1970.54, “Categorical Exclusions Involving Small-scale Development,” an Environmental Report (ER) must be provided with the County’s application.

The ER should provide project-specific information including an evaluation of the proposal’s potential to impact specific environmental resources and historic properties so that USDA can either complete the required environmental review process or determine if additional impact analysis may be needed. The ER also assists USDA in verifying that the proposal is consistent with §1970.54, and that there are no extraordinary circumstances, listed in §1970.52, that would preclude the proposal from being categorically excluded. An extraordinary circumstance may warrant a higher level of review (environmental assessment or environmental impact statement). USDA would provide direction to the County if additional information or analyses are necessary beyond what was submitted in the ER, following their review.

Scope of Work: A Categorical Exclusion (CatEx) is the anticipated NEPA environmental document that will be required for this project. The following tasks outline the anticipated steps needed to complete the USDA CatEx Documentation.

Task 1: Cultural Resources Review

DOWL will team with Great Basin Consulting Group, LLC (Great Basin) for cultural resource services. DOWL and Great Basin have teamed together on multiple projects including the County Virginia City Fairgrounds Environmental Report. Great Basin will perform a Class III inventory to determine whether historic properties exist within the project area. DOWL will complete the following:

- Manage the sub consultant and perform review of the Cultural Resource Report.
- Perform QA/QC on deliverables.
- Prepare the submittal to USDA.

Deliverables:

- Draft Cultural Resource Inventory Report and Cultural Property Forms. Final Cultural Resource Inventory Report and Cultural Property Forms.

Task 2 – Hazardous Materials/Substances and Water Quality – ISA

DOWL will identify existing hazardous materials sites that should be considered during the development of the proposed Fire Station 71 improvements. It is understood that a property transaction is not presently occurring, therefore a Phase I Environmental Site Assessment (ESA) is not required. However, an Initial Site Assessment (ISA) memo will be prepared under this study.

DOWL will complete the following:

- Review historic land uses within the study area, including, but not limited to State and Federal Superfund list, NDEP Underground Storage Tank (UST) Program files, National Pipeline Mapping, etc.
- Consult with appropriate environmental regulatory agencies to determine if hazardous materials/substances or water quality issues are known within the study area.
- Conduct a limited visual site reconnaissance to observe current conditions of the Fire Station 71 site to identify potential environmental concerns and to document hazardous materials, substances, or wastes that may be released at, generated by, or required for the operation of the proposed facility.
- Prepare figures and text identifying known hazardous materials sites for use in the proposed improvements screening process.
- Prepare a Draft and Final ISA Memo.
- Perform QA/QC.

Deliverables:

- Draft and Final version of the ISA Memo (electronic PDF format).

Task 3 – Biological Resources Review

DOWL will identify existing biological resources that should be considered for the development of the Fire Station 71 improvements. A Biological Resources Memo will be prepared under this task. DOWL will complete the following:

- Perform a literature/records review and conduct a field review of the study area to identify general habitat/vegetation communities, general wildlife species (mammals, birds, reptiles, and amphibians), critical habitat, species of concern/special status species, and threatened and endangered species located in the study area and vicinity.
- Review topographic maps, aerials, soil maps, Federal Emergency Management Agency Flood Insurance Rate Maps, and the National Wetland Inventory to identify wetlands and other aquatic resources located within and adjacent to the study area.
- Conduct a field review of the study area (concurrent with Task 2) to identify waterways and wetlands that may be considered jurisdictional waters of the United States.
- Prepare figures and text identifying known biological resources for use in the project screening process.
- Prepare a Draft and Final Biological Resources Memo documenting the findings from the literature review and field visit.
- Perform QA/QC on deliverables.



Assumptions:

- A Biological Assessment is not anticipated for this project.
- Formal consultation with the United States Fish and Wildlife Service (USFWS) is not required.

Deliverables:

- Draft and Final version of the Biological Resources Memo (electronic PDF and Word format).

Task 4 – Preliminary Environmental Document (CatEx)

DOWL will prepare a draft and final version of a Categorical Exclusion (CatEx) for the project.

- Prepare preliminary and final CatEx using USDA's CatEx Documentation Form, which includes all necessary supporting information.

Deliverables:

- Draft and final version of a CatEx (USDA CatEx Documentation Form)

Assumptions:

- A CatEx is the anticipated environmental document that will be required for this project. If it is determined that a more involved environmental document (e.g., Environmental Assessment) is needed for this project, DOWL will perform the additional work only after an Amendment is prepared, submitted, and approved.

The following information will be needed to develop the CatEx documentation:

- Records associated with NDEP Facility ID 3-000049, which pertain to Storey County Fire Department equipment and release cases:
 - Two former USTs which were installed at the site in 1956 and closed in 1996;
 - The reported release of gasoline to the soil at the site in 1996, which was granted NAC 459 A-K closure in 1998; and
 - The reported release of gasoline, motor oil, and unknown materials which was reported to the NDEP on May 10, 2024, and remains an open Corrective Action case.
 - If these records are not available from Storey County directly, DOWL can provide a cost estimate under separate cover to conduct a file review at the NDEP in Carson City.
- Copies of any other existing reports prepared for the project area such as: geotechnical investigation; documentation of the known historic resource (building) onsite and the National Register listed Comstock Historic District; previous asbestos, lead paint, or mold surveys; environmental compliance audits; or other due diligence.
- Copies of any existing reports prepared for the project area such as: geotechnical investigation; documentation of the known historic resource (building) onsite and the National Register listed Comstock Historic District; previous asbestos, lead paint, or mold surveys; environmental compliance audits; or other due diligence.
- Written narratives describing any alternatives that were analyzed by the County, including the "No Action" alternative.
- Maps and descriptions of all areas of disturbance, including, but not limited to: construction activities, trenching, excavation, staging areas, and other earthwork.
- Project timeframe including an estimated future construction start date and estimated duration of construction.



Schedule: DOWL anticipates this SOW can be initiated immediately upon signed approval to proceed and the final CatEx will be provided to the County by August 30, 2024. The preliminary schedule is outlined below:

- Contract Award: July 25, 2024
- Project Kick-off Meeting: July 29, 2024
- Site Visit: August 6, 2024
- Biological Resources Review Memo: August 9, 2024
- ISA: August 16, 2024
- Cultural Resources Class III Report: August 16, 2024
- CatEx: August 29, 2024



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 69

Task Order Title: Environmental Report for Fire Station 71

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

Task	Description	Cost
Task 1	Cultural Resources Review	\$9,995.00
Task 2	Hazardous Materials/Substances and Water Quality – ISA	\$6,287.50
Task 3	Biological Resource Review	\$7,580.00
Task 4	Preliminary Environmental Document (CatEx)	\$7,270.00
TOTAL COST		\$31,132.50

APPENDIX B

Current MSA with Storey County



Board of Storey County Commissioners Agenda Action Report

Meeting date: 2/21/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible approval of master task order agreement for professional services agreement. The need for the new agreement exists because Farr/West Engineering has merged with and become part of DOWL. DOWL will be the new contracting party. The agreement sets out the parameters to which subsequent specific task orders for separate engineering projects will be subject.
- **Recommended motion:** I (commissioner), move to approve the Master Task Order Agreement for Professional services with DOWL and authorize the County Manager to sign.
- **Prepared by:** Keith Loomis

Department: **Contact Number:** 775-847-0964

- **Staff Summary:** The County has had a master services agreement with Farr/West Engineering for a long time. Farr/West is merging with DOWL a multi-state engineering planning and surveying firm. Following the merger the merged firm will continue to be known as DOWL. Hence the need for a new master services agreement.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



DOWL Project No.: 7363.30004

MASTER TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between Storey County, PO Box 176 Virginia City, NV 89440, (Client) and DOWL, 5510 Longley Ln Reno, NV 89511, (DOWL) shall be effective as of the date of the last signature below and shall expire on December 31, 2032. Client and DOWL agree that DOWL will provide various professional and technical services as requested by Client through issuance of individual, consecutively numbered Task Orders on an as needed and requested basis.

Representatives: **CLIENT:** Austin Osborne

DOWL: Lucas Tipton

SCOPE OF SERVICES and SCHEDULE: The specific services and corresponding schedule shall be mutually agreed upon by Client and DOWL and included in each individual Task Order executed under the authority of this Agreement. Task Orders shall be in a format similar to Attachment 1, attached and made part of this Agreement.

COMPENSATION by CLIENT to DOWL: The method of compensation to DOWL shall be agreed upon and included in each Task Order. Compensation will normally be on a Time and Materials (Unit Rates) or Fixed Price (Lump Sum) basis. Time and Material task orders shall include the hourly rate compensation schedule.


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

- Terms and Conditions (4 pages)**
- Attachment 1 – Sample Task Order Form**

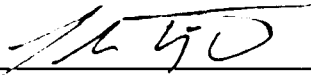
Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions included in individual Task Orders. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment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

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

Accepted for Client:

By: 
 Title: County Manager
 Date: 03/15/23

Accepted for DOWL:

By: 
 Title: LLC Member
 Date: 1/19/2023
 Tax ID No or 92-0166301
 SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. DOWL shall not be obligated to perform any prospective Task Order unless and until Client and DOWL agree as to the particulars of the Specific Project, including the scope of DOWL's services, time for performance, DOWL's compensation, and all other appropriate matters.

B. Task Order Procedure

Client and DOWL shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of DOWL's services, and compensation each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "DOWL's Services for Task Order," and Exhibit B, "DOWL's Compensation for Task Order" prepared for the Specific Project, or (2) state the scope of services and Compensation in the Task Order document itself. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

C. Schedule

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

D. Authorization to Proceed

Execution of individual Task Orders by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in the Task Order.

E. Delay

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

F. Changes/Additional Services

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

SECTION 2 - TERMS OF PAYMENT

G. Invoicing

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

H. Progress Payments

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

SECTION 3 - OBLIGATIONS OF CLIENT

I. Furnish Data

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

J. Representative

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

K. Timely Review

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

L. Prompt Notice

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

M. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's subconsultants to enter upon public or private property as required for DOWL to perform the Services under any Task Order.



SECTION 4 - OBLIGATIONS OF DOWL

N. Independent Contractor

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

O. Performance

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

P. Publicity

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

Q. Insurance

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

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this Agreement as required by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.
2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as and additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis. Such coverage shall remain in effect for three (3) years after the expiration of this agreement with evidence thereof to be forwarded.

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

R. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply

with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

S. No responsibility for Contractor Performance

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

T. No responsibility for Site Safety

If any Task Order involves construction phase engineering services, the construction contractors shall be solely responsible for the supervision, direction, and control of their work; means, methods, techniques, sequences, and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

U. Equal Opportunity Employment

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

V. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

W. Reuse of Documents

1. All documents produced under this Agreement are instruments of service in respect to Specific Projects, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Specific Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Specific Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Specific Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all



claims, damages, losses, and expenses, including attorney fees arising out of or resulting, therefore.

2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL.
4. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
5. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

X. Indemnification

1. DOWL agrees to indemnify and hold harmless Client, to the fullest extent allowed by law, from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent acts, errors, and omissions of DOWL, DOWL's contractors, consultants or anyone for whom DOWL is legally responsible. DOWL's defense obligation under this Agreement, any Task Order, and this indemnity paragraph means only the reimbursement of reasonable defense cost to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages, and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible. The obligation to provide costs of defense means only the reimbursement of reasonable defense cost to the extent of Client's actual liability obligation hereunder.
3. A Party's total liability to the other Party and anyone claiming by, through or under the other Party for any claim, cost, loss or damage (including attorney fees and cost of defense) caused in part by the negligence of the Party and in part by the negligence of the other Party or any other negligent entity or individual, shall not exceed the percentage share that the Party's negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

Y. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination,

including profit related thereto, plus any expenses of termination.

2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

Z. Mutual Waiver

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

AA.

1. Limitation of Liability - DOWL

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, DOWL's or its Consultants' services, relating to a specific Task Order, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under a Task Order associated with a Specific Project, whichever is greater.

2. Limitation of Liability – Client

Client will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any county breach shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to contractor, for the fiscal year budget in existence at the time of the breach.

BB. Limits of Agreement

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

CC. Accrual of Claims:

To the fullest extent permitted by Laws and Regulations, all causes



of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

DD. Applicability to Task Orders:

The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

EE. Severability and Survival

The various terms, provisions and covenants herein contained and in any Task Order shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

FF. Waiver

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

GG. Choice of Law and Venue

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

HH. Dispute Resolution

The parties agree to negotiate each dispute between them in good

faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

II. Material Adverse Effect

This Agreement and any Task Order issued under this Agreement may be amended by mutual agreement if an event, change, or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis for this Agreement.

JJ. No Third-Party Beneficiaries

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

KK. Successor, Assigns, and Beneficiaries

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

LL. Authority

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

(The remainder of this page is blank)



Attachment 1
 Sample Task Order to Master Task Order Agreement for Professional Services

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

TASK ORDER

Task Order No.: _____

Issued under the authority of Professional Services Master Task Order Agreement

dated: _____

Task Order Title: _____

Effective Date: _____

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated _____, 20__ between _____ (CLIENT) and **DOWL** (DOWL).

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

CLIENT: _____ DOWL: _____

SCOPE OF WORK: (attach additional sheet(s) as required)

(insert scope or reference Exhibit A – DOWL’s Services for Task Order)

COMPENSATION: *(revise the following as necessary or reference Exhibit B- DOWL’s compensation for Task Order)*

DOWL shall be reimbursed on a (Time & Materials, Lump Sum, Percent of Completion, etc.) basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

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

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

 (insert Client name)

DOWL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: _____

Task Order Title: _____

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

(Provide a detailed description of the services to be provided and the schedule)



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: _____

Task Order Title: _____

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

(Insert rate schedule and/or other information required to define fee)

RECEIVED 3/17/23
SCANNED RL
INDEXED ✓



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible approval of amendment 1 to DOWL task order 62 to provide construction phase support for the Fairgrounds Improvement Project to include construction surveying, staking and observation, project closeout, parcel consolidation survey and map, as-built record drawings, contractor coordination and meetings, and general administration of the contract for construction. This amendment also includes bid support services which were in the original task order but moved to the current fiscal year. The task order amendment proposes the listed services for a total amount not to exceed \$139,000.00.

- **Recommended motion:** I, [commissioner], move to approve amendment 1 to DOWL task order 62 to provide the enumerated services for the Fairgrounds Improvements Project for an amount not to exceed \$139,000.00.

- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 7752304255

- **Staff Summary:** This amendment compliments the original task order for design by providing construction management services as well as addressing the parcel consolidation and related zoning matters. This also provides for on-site observation of construction to ensure quality of work and compliance with all relevant codes.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:** 139,000.00

- **Legal review required:** TRUE

- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



DOWL Project No.: 7363.30004.62

TASK ORDER

Task Order No.: 62

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

March 15, 2023

Task Order Title: VC Fairgrounds Improvements

Effective Date: October 15, 2023

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

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

CLIENT: Honey Coughlin

DOWL: Silas Callahan

SCOPE OF WORK:

See Exhibit A – DOWL’s Services for Task Order

COMPENSATION:

See Exhibit B – DOWL’s compensation for Task Order

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

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

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

Storey County

By: [Signature]

Title: County Manager

Date: 10/17/23

DOWL

By: Luke Tipton
Luke Tipton, PE

Title: Water & Wastewater Business Leader

Date: _____

Fed. ID. No. 92-0166301

Digitally signed by Luke Tipton
DN: cn=Luke Tipton, ou=Standard,
ou=Users, ou=Staff, dc=DOWL,
dc=DM
Date: 2023.10.09 14:35:07-0700



DOWL

Exhibit A – DOWL’s Services for Task Order

Task Order No.: 62

Task Order Title: VC Fairgrounds Improvements

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

PART 1 – BASIC SERVICES

A1.01 Project Management

A. Project Manager Shall:

1. Plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.
 2. Routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with project coordination meetings with County and DOWL staff. This task will include the following activities:
 - 1) Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
 - 2) Team coordination, including conference calls and internal meetings.
 - 3) Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.
 3. Schedule, prepare, and attend major milestone project meetings and a kick-off meeting (three meetings provided).
- B. Project Management will be provided throughout the Project duration. A project duration of 3 months has been assumed.

A1.02 Conceptual Phase

A. Engineer Shall:

1. Review available existing information including publicly available topographic data, recorded public documents, and drainage studies.
2. Consult with the Owner to define and clarify the Client’s requirements for the Project and available data.
3. Conduct a site visit and document existing site conditions through photographs and/or drawing sketches. A site assessment and feasibility report of no more than four (4) pages will be provided.
4. Advise Client of any need for Client to provide data or services which are not part of Engineer’s Basic Services such as materials investigations, structural designs, or any other project needs not included with Basic Services.



5. Provide a Project Program that identifies maximum occupancy, utility loads, parking requirements and other parameters relating to the use and operations of the fairground. Identify and deficiencies with the existing facility and developments sizing recommendations for proposed project improvements. The Project Program will be provided as a Technical Memorandum of no more than 4 pages.
6. Provide no more than two (2) schematic exhibit maps of recommended design based on the Project Program and Storey County Plan Drawing A0.2. This is a visual representation of the design approach only.
7. Coordinate a meeting with the Client to discuss results and recommendations. Minutes of the meeting will be delivered via email with a list of all action items identified. Action items will be addressed during the Preliminary Design Phase.

A1.03 *Surveying and Mapping Phase*

A. Surveyor Shall:

1. Complete topographic mapping and record boundary mapping. Services will be performed per the "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS." Provided services include:
 - a. Topographic information shall be provided to a 1' contour interval accuracy to NAVD88.
 - b. Provide depth measurements of any sewer or storm drainage public infrastructure needed to service the property.
 - c. Provide mapping of existing underground utilities based on surface evidence and utility owner mapping data. No potholing is included.
 2. Review and map existing recorded documentation verifying parcel location, easements and verifying record mapping.
- B. Client shall provide a recent Title Report for the Property if title exemptions are requested as part of the services.
- C. If discrepancies of recorded and actual parcel locations are found, the Surveyor is required to file a record map correcting parcel information. Record map preparation and filing is not provided with Basic Services.
- D. All deliverables will be provided to the Client as electronic media and may include PDF and/or CAD file formats.

A1.04 *30% Design Phase*

A. After completion of the Planning Phase Engineer shall:

1. Prepare a 30% Design. Design will include:
 - 1) Preliminary plans include a Civil Utility Layout Plan, Electrical Layout Plan and Restroom Area Layout Plan.
 - 2) Preliminary water system sizing calculations



- 3) Preliminary electrical loading calculations
 - 4) Design probable cost estimate.
- B. Furnish digital review copies of the 30% Design Phase documents to the Client including:
1. Preliminary Plans provided digitally on 22"x34" sized sheets.
 2. Probable Cost Estimate of the 30% Design, provided digitally.
 3. Within **10** working days of furnishing documents the Client shall review provided information and respond to the Engineer with comments or plan mark-ups. The Engineer will review comments and mark-ups within **10** working days and schedule a meeting to review Client comments.
 4. Revise the 30% Design Phase documents and any other deliverables in response to the Client review comment meeting.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents are delivered to the Owner digitally.
- D. The restroom will be a mobile or modular design by others. Engineer will provide restroom product recommendations with the design.

A1.05 60% Design Phase

- A. After completion of the 30% Design Phase Engineer shall:
1. Prepare a 60% Design. Design will include:
 - 1) Design plans including General Civil and Electrical Sheets, an Erosion Control Plan, Utility Main Extension Plan and Profile Sheet, Utility Services Layout Sheet, Restroom Site Layout Sheet, Civil Standard Details, Electrical Site Plan, Electrical Wiring Plan, Electrical Schedule, and Electrical details. A 15-sheet maximum plan set will be provided.
 - 2) Water report prepared to State requirements.
 - 3) Design probable cost estimate.
- B. Furnish digital review copies of the 60% Design Phase documents to the Client including:
1. Plans provided digitally on 22"x34" sized sheets.
 2. Probable Cost Estimate of the 60% Design, provided digitally.
 3. Within **10** working days of furnishing documents the Client shall review provided information and respond to the Engineer with comments or plan mark-ups. The Engineer will review comments and mark-ups within **10** working days and schedule a meeting to review Client comments.
 4. Revise the 60% Design Phase documents and any other deliverables in response to the Client review comment meeting.



- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents are delivered to the Owner digitally.
- D. Services not provided include materials investigation & report, site landscaping & irrigation, structural design, or site exterior lighting design.
- E. Restroom facility HVAC, interior electrical, structural, and plumbing design will be provided by the selected mobile or modular manufacturer. Stamp drawing shall be provided by the manufacture, as needed.

A1.06 *Final Design Phase*

- A. After completion of the 60% Design Phase Engineer shall:
 - 1. Prepare the Final Design. Design will include:
 - 1) Updating all plans prepared during the 60% Design to a complete, fully biddable design package.
 - 2) Project technical specifications including contract documents.
 - 3) Final Design probable cost estimate.
- B. Furnish digital review copies of the Final Design Phase documents to the Client including:
 - 1. Plans provided digitally on 22"x34" sized sheets. Plans will be signed and seal by a Nevada Engineer for submittal to any authority having jurisdiction.
 - 2. Probable Cost Estimate of the 60% Design, provided digitally.
 - 3. Within **10** working days of furnishing documents the Client shall review provided information and respond to the Engineer with comments or plan mark-ups. The Engineer will review comments and mark-ups within **10** working days and schedule a meeting to review Client comments.
 - 4. Revise the 60% Design Phase documents and any other deliverables in response to the Client review comment meeting.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents are delivered to the Owner digitally.

A1.07 *Bidding Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 - 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.



3. Provide information or assistance needed by Owner during any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.08 *Construction Phase*

- A. All construction management, support, resident project representative and surveying services are not provided with this Task Order. A separate Task Order will be prepared for these services, upon request from Storey County.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional solutions or alternatives beyond those identified in Part 1, Basic Services, if any.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.



7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Part 1, Basic Services, if any.
10. If not required as part of Basic Services defined in Part 1 above, preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. If not required as part of Basic Services defined in Part 1 above, preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Part 1, Basic Services, including any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
15. Provide assistance with responses to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. If not required as part of Basic Services defined in Part 1 above, preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
17. If not required as part of Basic Services defined in Part 1 above, preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those required under Part 1, Basic Services.
20. If not required as part of Basic Services defined in Part 1 above, assistance in connection with the adjusting of Project equipment and systems.



21. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. If not required as part of Basic Services defined in Part 1 above, overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 2. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 4. Services during the Construction Phase rendered after the original date for completion of the Work referred to above.
 5. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 62

Task Order Title: VC Fairgrounds Improvements

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

B1.01 Basic Services

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

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

1. A Time and Materials, Not to Exceed Amount of **\$ 180,800** based on the following estimated distribution of compensation:

Phase	Task	Description	Fee
1.0 Project Management	1	Meetings, Coordination, Management & Scheduling	\$7,000
2.0 Conceptual Phase	1	Conceptual Civil Plan	\$2,200
	2	Conceptual Electrical Plan	\$2,200
	3	Conceptual Probable Cost	\$2,500
	4	Site Assessment Report	\$6,000
	5	Project Program TM	\$13,000
3.0 Surveying and Mapping	1	Topographic Mapping	\$8,000
	2	Parcel Boundary field and record research	\$10,000
30% Design	1	Civil Plans	\$8,000
	2	Electrical Plans	\$4,000
	3	Cost Estimate	\$2,700
60% Design	1	Civil Plans	\$28,700
	2	Electrical Plans	\$27,000
	3	Water Report	\$6,000
	4	Cost Estimate	\$3,500
Final Design	1	Civil Plans	\$11,600
	2	Electrical Plans	\$8,200
	3	Technical Specifications & Contract Documents	\$14,200
	4	Cost Estimate	\$3,000
Bidding Phase	1	Bidding Activities & Management	\$13,000
TOTAL			\$180,800



2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total amount unless approved in writing by the Client.
 3. The Amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate rates have been incorporated in the Amount to account for labor, overhead, profit, and Reimbursable Expenses.
- B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding (3) three months from written notice to proceed from the Client. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

B1.02 Additional Services – Standard Hourly Rates

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

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

1. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 of Exhibit A, an amount equal to that separately negotiated prior to performing the Additional Services based on the nature of the required Additional Services.
2. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.02, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
3. Engineer's standard hourly rates and reimbursable expenses may be adjusted by DOWL on an annual basis to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective per the date listed on the updated fee schedule.

B. Other Provisions Concerning Payment for Additional Services:

1. Whenever the Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants plus a 15% markup.
2. The amounts payable to the Engineer for Reimbursable Expenses, if any, will be the related internal expenses actually incurred or allocated by the Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter marked up by 15%.



Estimate by: Alex Stodtmeister, P.E.
 Project Name: Virginia City Fairgrounds PAR

Project No. 7363.30004.59
 Date of Estimate: 08/09/23
 Estimate Class: 3
 QC Check by: Luke Tipton, P.E.
 Date of Review: 08/09/23

Project Maturity: 0%
 Accuracy Range: 30% High
 Expected Date of Construction: January 1 2024
 Future Cost Inflation Rate: 3%
 Current ENRCCI: 13424.98
 Version: 1.0

Class 3 Opinion of Probable Cost - Virginia City Fairgrounds Improvements

Bid Item	Description	Quantity	Unit	Unit Cost	Total Amount
1	Mobilization	1	LS	\$ 32,000	\$ 32,000
2	Erosion Control	1	LS	\$ 32,000	\$ 32,000
3	Waterline Hot Tap	1	EA	\$ 18,000	\$ 18,000
4	6-inch C900 PVC Pipe	420	LF	\$ 180	\$ 75,600
5	4-inch C900 PVC Pipe	740	LF	\$ 150	\$ 111,000
6	2-inch C900 PVC Pipe	150	LF	\$ 120	\$ 18,000
7	Fire Hydrant Assembly	1	EA	\$ 20,000	\$ 20,000
8	Yard Hydrant Assembly	1	EA	\$ 7,500	\$ 7,500
9	Electrical Switchgear and Pad Mount	1	EA	\$ 300,000	\$ 300,000
10	In-ground 200A Power	3	EA	\$ 7,500	\$ 22,500
11	Sub-panel 400A Power	1	EA	\$ 20,000	\$ 20,000
12	Electrical Conduit	1,450	LF	\$ 20	\$ 29,000
13	Electrical Pullboxes	2	EA	\$ 1,500	\$ 3,000

Construction SubTotal:	\$	688,600
Construction Low Estimate:	\$	550,880
Construction High Estimate:	\$	895,180
Soft Costs		
Land and Rights (5%)	\$	-
Legal (2%)	\$	14,000
Architectural and Engineering Fees (15%)	\$	103,000
Construction Management (5%)	\$	34,000
Construction Observation (8%)	\$	55,000
Contingency (10%)	\$	69,000
Soft Costs SubTotal:	\$	275,000
2023 Project Total:	\$	963,600
2024 Projected Project Total:	\$	993,000



Board of Storey County Commissioners Agenda Action Report

Meeting date: 10/17/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of DOWL’s Task Order 62, for design services of the Virginia City Fairgrounds Upgrade project, in the amount of \$180,800.
- **Recommended motion:** I, _(commissioner), move to approve DOWL’s Task Order 62, for design services of the Virginia City Fairgrounds Upgrade project, in the amount of \$180,800.
- **Prepared by:** Honey Coughlin

Department: _____ **Contact Number:** 7755463183

- **Staff Summary:** This Task Order is for the design phase of the Virginia City Fairgrounds Upgrade Project. DOWL completed the preliminary architectural and environmental reports. The cost of \$180,000 is in line with the typical percentage of 18-20% of the total project for design services. The 2024 estimated project total is \$993,000.
- **Supporting Materials:** See attached
- **Fiscal Impact:** _____
- **Legal review required:** False

• **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

• **Board Action:**

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



AMENDMENT TO TASK ORDER

AMENDMENT NO. 1 TO TASK ORDER NO. 62

DOWL Project Number / Agreement Number: 7363.30004.62

Client: Storey County

Project Name: VC Fairgrounds Improvements

Effective Date of Task Order June 24, 2024

The above Task Order is hereby amended as follows:

1. SCOPE OF SERVICES/SCHEDULE:

Any change that goes with this amendment

2. COMPENSATION:

As provided in Pat B1.01 – Compensation

The following Exhibits are hereby made a part of this Amendment:

- EXHIBIT A-1, “Amendment to Task Order No. 62”

All other terms and conditions of the original Task Order and Master Service Agreement not modified by this or previous Amendments remain in effect and unchanged.

IN WITNESS WHEREOF, the parties of the original Agreement have executed this Amendment as of the 20th day of June, 2024

Accepted for Client:

Accepted for DOWL:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



This is **EXHIBIT A-1**, referred to in and part of the **Amendment No. 1 to the Task Order No. 62**

DOWL Project Number / Agreement Number/Task Order Number: 7363.30004.62

Engineer's Scope of Services / Schedule

PART 1 – BASIC SERVICES

A1.01 Project Management

A. Project Manager Shall:

1. Plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.
2. Routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with project coordination meetings with County and DOWL staff. This task will include the following activities:
 - 1) Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
 - 2) Team coordination, including conference calls and internal meetings.
 - 3) Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.
3. Schedule, prepare, and attend construction meetings including construction kick-off and mid design meetings.

B. Management will be provided throughout the Project duration. A project duration of 2 months has been assumed.

A1.02 Bidding Phase

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.03 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit C**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment 2.
 3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained

during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the Additional Services provisions of Paragraph A2.02 of this Exhibit A.

12. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any

liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions (if any), schedules, guarantees, bonds, certificates or other evidence of insurance required by the close out requirements of the Contract Documents, and any certificates of inspection, tests and approvals, Shop Drawings, Samples and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. A period of two (2) months for the construction phase duration. Full time (40 hours per week) observation of an RPR will be provided for the construction duration.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.04 *Closeout Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.



A1.05 *Surveying*

Task 1: Right-of-way Abandonment

DOWL will create legal descriptions and exhibits for the 3 right-of-way abandonments detailed in Exhibit “A”. DOWL will prepare a metes and bounds, short form, or aliquot part legal description with an exhibit, for the 3 right-of-way abandonments in Virginia City, Nevada. The Client will provide the Deed language for the right-of-way abandonments and acquire appropriate approvals to record deeds to Storey County Recorders.

Deliverables

- ◆ DOWL will prepare 3 legal descriptions and exhibits for right-of-way abandonment, which will be stamped and signed by a Professional Land Surveyor in the State of Nevada.

Task 2: Reversion to Acreage Map

Task 2 is dependent on the acceptance of Task 1 by Storey County Commissioners and stakeholders.

DOWL will perform a boundary survey on APN 001-135-01, APN 01-136-01, APN 001-173-01, and APN 001-176-01 located in Virginia City, Nevada, in accordance with the Nevada Revised Statutes and the Nevada Administrative Code. DOWL will review record documents provided in the title report and will plot all easements of public record. DOWL will prepare a Reversion to Acreage Map, and a metes and bounds legal description of the reverted property in accordance with NRS 278.4955.6. A draft will be provided to the Client prior to submittal for review.

Task 3: Map Processing

DOWL will prepare all items required for submittal and correspondence with government agencies, utility companies, title companies, etc. Signatures required by local authorities will be gathered and final recording will be conducted by DOWL. Since the cost of gathering signatures is unknown, all time will be billed on a Time & Materials basis. From date of acceptance and filing of Task 1 and receipt of title reports, we expect 4-6 weeks to draft the Reversion to Acreage Map for submittal. Initial submittal review time is generally dependent on Storey County review requirements, which can take approximately 4-8 weeks. Gathering signatures from the local authorities can take approximately 4-6 weeks. Estimated 3-4 months from signed recorded abandonment to be recorded map and deed.

Task 4: Construction Surveying:

Provide construction surveys and staking to assist Contractor in locating design improvements. All services will be provided to accuracies defined per NRS/NAC. A maximum of 3 full days of construction surveying is included.

- The client shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- Re-staking or additional staking requests beyond the original scope of work will be billed as T&M (time and materials)

- Survey exceeding 3 days will require a survey request signed by a responsible party and will be billed as T&M.
- This estimate is based upon the provided set of plans. Any plan revisions could result in a change in estimate.
- The client shall provide CAD drawings of the designs.

Special Conditions

- ◆ The client shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- ◆ The client will be responsible for providing a current, hyperlinked Preliminary Title Report of the subject properties.
- ◆ Additional items not included in this scope of work will be addressed on an item-by-item basis and those requiring significant effort may be billed on a Time and Material Basis (T&M).
- ◆ Timelines detailed above are contingent on DOWL being provided the above documents and data.
- ◆ The cost application and recording fees are not included in this proposal and will be the responsibility of the Client.
- ◆ Taxes required by the County Treasurer must be paid in full for the entire fiscal year on all properties, in order to record the Reversion to Acreage Map.
- ◆ Signatures required from deeds of trust and other security holders are the responsibility of the client.
- ◆ It is required that all subject land is held by one legal entity before a reversion to acreage can be initiated.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1, Basic Services, if any.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Part 1, Basic Services, if any.
10. If not required as part of Basic Services defined in Part 1 above, preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. If not required as part of Basic Services defined in Part 1 above, preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Part 1, Basic Services, including any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. If not required as part of Basic Services defined in Part 1 above, preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
17. If not required as part of Basic Services defined in Part 1 above, preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those required under Part 1, Basic Services.
20. If not required as part of Basic Services defined in Part 1 above, assistance in connection with the adjusting of Project equipment and systems.
21. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. If not required as part of Basic Services defined in Part 1 above, assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. If not required as part of Basic Services defined in Part 1 above, overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 2. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 4. Services during the Construction Phase rendered after the original date for completion of the Work referred to above.
 5. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.



B1.01 Compensation

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

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

1. A Time and Materials, Not to Exceed Amount of **\$ 126,900** based on the following estimated distribution of compensation:

Phase	Task	Description	Existing Budget	Fee
1.0 Project Management	1	Meetings, Coordination, Management & Scheduling	\$7,000	\$10,000
2.0 Conceptual Phase			\$25,900	
3.0 Surveying and Mapping			\$18,000	
4.0 30% Design			\$14,700	
5.0 60% Design			\$65,200	
6.0 Final Design			\$37,000	
7.0 Bidding Phase			\$13,000	\$0
8.0 Construction Phase	1	Management		\$20,000
	2	Observation (RFR)		\$56,500
9.0 Closeout	1	Record Drawings & Deliverables		\$6,500
	2	Final Walkthrough		\$2,500
10.0 Surveying	1	Field Boundary Ties		\$3,100
	2	Boundary resolution, Record Map Preparation & Legal Descriptions		\$12,500
	3	Field Monumentation		\$1,800
	4	Construction Surveying		\$14,000
TOTAL			\$180,800	\$126,900

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

3. The Amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate rates have been incorporated in the Amount to account for labor, overhead, profit, and Reimbursable Expenses.
- B. *Period of Service*: The compensation amount stipulated above is conditioned on a period of service not exceeding (2) Two months from written notice to proceed from the Client. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

B1.02 Additional Services – Standard Hourly Rates

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

C. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 of Exhibit A, an amount equal to that separately negotiated prior to performing the Additional Services based on the nature of the required Additional Services.
2. For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.02, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
3. Engineer's standard hourly rates and reimbursable expenses may be adjusted by DOWL on an annual basis to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective per the date listed on the updated fee schedule.

D. Other Provisions Concerning Payment for Additional Services:

1. Whenever the Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants plus a 15% markup.
2. The amounts payable to the Engineer for Reimbursable Expenses, if any, will be the related internal expenses actually incurred or allocated by the Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter marked up by 15%.

This is **EXHIBIT B-1**, referred to in and part of the **Amendment No. 1 to the Task Order No. 62**

DOWL Project Number / Agreement Number/Task Order Number: 7363.30004.62

Construction Phase of Exhibit A-1 to the Agreement is supplemented to include the following agreement of the parties:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible approval of proposal from Paul Cavin Architect, LLC for a site evaluation and project feasibility report for the Virginia City Highlands Community Center in an amount not to exceed \$24,000.00, and to authorize the County Manager to enter into an agreement with Paul Cavin Architect LLC for these services.
- **Recommended motion:** I, [commissioner], move to approve the proposal from Paul Cavin Architect, LLC for a s site evaluation and project feasibility report for the Virginia City Highlands Community Center in an amount not to exceed \$24,000.00 and to authorize the County Manager to enter in to an agreement with Paul Cavin Architect LLC, for these services.
- **Prepared by:** Mike Northan

Department: Public Works

Contact Number: 775 230 4255

- **Staff Summary:** The proposed use of the existing metal building at Station 72 in the Highlands as a meeting room for HOA or county or community activities necessarily changes the occupancy of that building. So to ensure all codes are being addressed and complied with, this assessment is an investigation of the existing conditions and consideration of proposed improvements that will help to create a comprehensive design scope of work that ensures integration of usability, accessibility, and life safety codes.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** 24,000
- **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

AIA[®] Document B203[™] – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:
(Name and location or address)

Storey County VC Highlands Community Center Facility Needs Assessment and Scope Identification
2610 Cartwright Road, Virginia City, Nevada 89521

THE OWNER:
(Name, legal status and address)

Storey County
PO Box 435
Virginia City, Nevada 89440

THE ARCHITECT:
(Name, legal status and address)

Paul Cavin Architect LLC
1575 Delucchi Lane, Suite 120
Reno, Nevada 89502

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 3rd day of May in the year 2024.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
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| 1 | INITIAL INFORMATION |
| 2 | SITE EVALUATION AND PROJECT FEASIBILITY SERVICES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COMPENSATION |
| 6 | SPECIAL TERMS AND CONDITIONS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Site(s) to be evaluated:
(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102[™]–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802[™]–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

The VC Highlands Community Building located behind Fire Station #2 at 2610 Cartwright Road, Virginia City, Nevada 89521.

§ 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

Interior and exterior improvements: The existing out-building is a metal, storage building with two man doors, a roll-up door, and storage mezzanine. Storey County would like to change the occupancy from Storage to Assembly and add a restroom(s) and warming kitchen.

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

Structural Engineer, Mechanical Engineer, and Electrical Engineer.

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

Architect's proposal (P24024) dated April 9, 2024 and identified as Exhibit A.

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.

§ 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 comparisons regarding multiple sites, if selected,
- .6 conclusions and recommendations, and
- .7 other: Exhibit A

Init.

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect’s responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect’s Site Evaluation and Project Feasibility Services and the Owner’s Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 2.6.1 Preliminary assessment of Owner’s Development Objectives	Architect
§ 2.6.2 Site evaluation	Architect
§ 2.6.3 Identification of environmental requirements	Not Provided
§ 2.6.4 Site context description	Architect
§ 2.6.5 Cultural factor assessment	Not Provided
§ 2.6.6 Historic resource inventory	Not Provided
§ 2.6.7 Building evaluation	Architect
§ 2.6.8 Conceptual drawings	Architect
§ 2.6.9 Estimate of the cost of the Work	Architect
§ 2.6.10 Public hearings and meetings	Not Provided
§ 2.6.11 Other Site Evaluation and Project Feasibility Services	Exhibit A

§ 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

§ 2.7.1 Preliminary Assessment of Owner’s Development Objectives. Provide a preliminary assessment of the Owner’s Development Objectives and identify constraints and opportunities that will impact them.

§ 2.7.2 Site Evaluation. Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing codes, ordinances, and regulations that impact the Owner’s Development Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

§ 2.7.3 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner’s Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.

§ 2.7.4 Site Context Description. Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner’s Development Objectives on the surrounding sites and community.

§ 2.7.5 Cultural Factor Assessment. Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner’s Development Objectives on the cultural significance of the site, surrounding sites, and community.

§ 2.7.6 **Historic Resource Inventory.** Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

§ 2.7.7 **Building Evaluation.** Conduct an evaluation, based on visual observation, of the existing buildings on the site. The evaluation shall summarize, in general terms: (1) the buildings' existing uses; (2) elements or components of the buildings that do not comply with applicable codes and regulations; (3) the buildings' predominant materials and their conditions; (4) the buildings' structural systems and their conditions; (5) the buildings' mechanical, electrical, and plumbing systems and their conditions; and (6) potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

§ 2.7.8 **Conceptual Drawings.** Prepare conceptual development drawings based on the Owner's Development Objectives. The drawings may show, as the Architect deems appropriate, land use, building placement, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.

§ 2.7.9 **Estimate of the Cost of the Work.** Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site.

§ 2.7.10 **Public Meetings and Hearings.** Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner. Prepare presentation materials as necessary for such public meetings and hearings.

§ 2.7.11 **Other Site Evaluation and Project Feasibility Services Identified in Section 2.6.11:**
(Describe the Site Evaluation and Project Feasibility Services, if any, identified in Section 2.6.11.)

Please reference Exhibit A.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) in person meetings with the Owner or the Owner's consultants
- .2 Two (2) visits to the site by the Architect
- .3 Zero (0) presentations of any portion of the Services to third parties as requested by the Owner
- .4 Zero (0) preparation for, and attendance at, public hearings and meetings

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project. If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00)

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on a specific scope of work and associated fixed fee proposal.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

Based on a specific scope of work and associated fixed fee proposal.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

N/A

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation

shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Architect will retain the Instruments of Service per NRS 623 and NAC 623.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Paul Cavin, AIA Nevada License #6284

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paul Cavin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:17:01 ET on 05/02/2024 under Order No. 4104241739 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B203™ – 2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

OWNER, PAUL CAVIN ARCHITECT LLC

(Title)

5/2/2024

(Dated)

April 9, 2024

P24024

Michael Northan
Operations and Projects Coordinator
Storey County
PO Box 435
Virginia City, Nevada 89440

Re: Professional Services Proposal for Storey County – VC Highlands Fire Station #2: Facility Need Assessment and Scope Identification

Dear Mr. Northan,

Thank you for the opportunity to present this proposal for professional design services to Storey County. Paul Cavin Architect LLC is pleased to present the following professional services fee proposal for your consideration.

It is understood that Storey County would like professional Architectural and Engineering services for a Facilities Needs Assessment, and Scope Identification for interior and exterior improvements and at the community out-building adjacent to the VC Highlands Fire Station #2 located at 2610 Cartwright Road, Virginia City, Nevada 89521. The existing out-building is a metal, storage building with two man doors, a roll-up door, and storage mezzanine. Storey County would like to change the occupancy from Storage to Assembly and add a restroom(s) and warming kitchen. The following is an outline of the scope of work and professional services:

Facility Needs Assessment:

1. Review existing drawings and documents related to the existing site and building (if available):
 - a. Architectural, Civil, Structural, Mechanical, Plumbing, and Electrical Drawings.
 - i. Original build and subsequent remodels.
 - b. Site and field verifications as needed for facility assessment (1 site visit).
2. Site:
 - a. Review existing site conditions related to ADA and accessibility.
 - b. Review the condition of existing site improvements adjacent to the existing out-building.
 - c. Make recommendations for site improvements, corrections, or other.
3. Structural:
 - a. Review exiting metal building structural components.
 - b. Make recommendations for additions, modifications, corrections, or other.
4. Architectural:
 - a. Review the following existing Architectural Systems:
 - i. Exterior Envelope:
 1. Exterior Doors.
 2. Exterior wall construction.
 - ii. Roof system:
 1. Roofing materials.
 2. Sheetmetal flashing and trim.
 3. Roof penetrations.
 4. Roof insulation, if visible.
 - iii. Interior Finishes:
 1. Flooring.
 2. Walls.
 3. Ceilings.
 4. Cabinets and casework.
 5. Other

Paul Cavin Architect LLC

- b. Identify any deficiencies and/or damage and make recommendations for repair.
 - c. Analyze the necessary improvements to change from a Storage Occupancy to an Assembly Occupancy:
 - i. Egress.
 - ii. Restrooms.
 - iii. Fire suppression.
 - iv. ADA Accessibility.
 - v. General Code Analysis.
 - d. Identify possible locations for additions (restrooms and warming kitchen).
 - e. Provide a rough order of magnitude for proposed modifications.
5. Mechanical:
- a. Review the existing Mechanical and Plumbing systems.
 - b. Make recommendations for improvements and or replacement of the mechanical systems.
 - i. 2 possible solutions.
 - c. Identify challenges and solutions of proposed systems.
 - d. Provide a rough order of magnitude cost comparison for each proposed mechanical solution.
6. Electrical:
- a. Review the existing Electrical Power, Lighting, Data, Communications, CCTV, and Fire Alarm systems.
 - b. Make recommendations for improvements, upgrades, or replacement of systems.
7. Schedule for Facility Needs Assessment:
- a. Approximately 5 weeks.
8. Deliverables:
- a. Facility Needs Assessment Report.
 - b. Site plan and floor plan diagram.

Project Scope Identification:

- 9. Review facility needs assessment documents and any other documents, regulations, and guidelines related to the functions of the VC Highlands Fire Station #2 out-building expansion with Storey County and determine the desired path forward.
- 10. Provide a Scope of Work Summary for Professional Services that can be used to prepare a proposal for professional services.
- 11. Schedule for Project Scope Identification:
 - a. Approximately 2 weeks.

Once the scope identification is complete, Paul Cavin Architect LLC will prepare a proposal for professional design services to carry out the design and documentation process, bidding assistance, and construction administration for the project.

The following design professionals will be involved for the Facility Needs Assessment and Scope Identification: CFBR Structural Group for Structural Engineering input; Ainsworth Associates Mechanical Engineers for plumbing and mechanical input, PK Electrical, Inc. for Electrical Engineering input, Paul Cavin Architect LLC will manage the design team through the Facility Needs Assessment and Scope Identification efforts. Please see each consultant's proposal for additional scope of work and exclusions.

The Facility Needs Assessment and Scope Identification fee includes:

Structural Engineering (CFBR Structural Group):	\$5,500.00
Mechanical Engineering (AAME):	\$6,500.00
Electrical Engineering (PK Electrical, Inc.):	\$5,000.00
Architecture (Paul Cavin Architect LLC):	\$7,000.00
Total Facility Needs Assessment and Scope Identification Fee:	\$24,000.00

Paul Cavin Architect LLC

Specific exclusions include LEED or other "Green" building certifications and/or documentation, additional site visits, Environmental Studies, Surveying, Geotechnical Reports, Technical Building Exploration (for example: X-Ray, Thermal Imaging, Radar, etc.), presentations, community involvement, Construction Documents, a Project Manual, Bidding Requirements, Technical Specifications, Civil Engineering, Security System Engineering, Fire Protection Engineering, Bid Advertising, Bidding Assistance, Construction Administration, Virtual Reality, Renderings, Hazardous Material surveys, Hazardous Material documentation, Hazardous Material abatement, FF&E, other design consultants, specialty consultants, as it is understood that these services will not be needed for the Facility Needs Assessment and Project Scope Identification efforts. If these services are needed, required, or requested, they will be discussed with Storey County, the stakeholders, and the design team prior to an endorsement of the contract.

Please let me know if you have any questions, comments, or modifications to the Scope of Work.

We look forward to your project!

With much appreciation,



Paul Cavin, AIA
Owner, Paul Cavin Architect LLC
Nevada License #6284

CFBR STRUCTURAL GROUP, LLC

Chris Roper, PE/SE
CFBR Structural Group, LLC
5425 Louie Lane
Reno, NV 89511

April 2, 2024

Paul Cavin, AIA
Paul Cavin Architect LLC

Re: Storey County – VC Highlands Fire Station #2: Facility Needs Assessment

Dear Paul:

I am pleased to present this proposal for structural engineering services. My understanding of the project is based on your Scope of Work Summary dated April 2, 2024.

Scope of Work

Assessment of an existing metal building structure is needed to assist with planning purposes for possible future modifications, additions, etc. The following structural engineering services will be provided.

Basic Services Included

Facility Needs Assessment

- Make (1) site visit to review the building. The review will be visual-only, non-destructive in nature, and limited to areas of the building that are readily accessible. This proposal assumes structural drawings for the building do not exist. The intent of the review will be to better understand the existing framing systems, their capacities and inherent limitations, and their overall condition.
- Identify relevant structural design criteria (codes, live loads, snow, wind & seismic, etc.)
- Make structural recommendations regarding possible additions, modifications, corrections, etc. A Word document with structural recommendations will be provided to PCA for incorporation into their overall report.

Exclusions / Additional Services

The following items are excluded from our work. Some items can be provided as Additional Services if required.

- Time or travel for site visits or meetings not indicated above.
- Printing or shipping.
- Project management (i.e. preparation of design or construction schedules, meeting minutes, management of other consultants, filing or submittal of documents, etc.)
- Services related to sustainable design, LEED, etc.
- Geotechnical engineering or civil engineering.
- Preparation of contract documents or cost estimates.
- Services related to possible subsequent phases of work like Scope Identification, design or detailing of improvements, bidding, or construction.
- Services resulting from changes to the scope or magnitude of the project.

Professional Fees and Schedule

I propose to perform the work described above in accordance with a mutually agreed upon schedule for the following fixed fee compensation:

Facility Needs Assessment \$5,500

If there are changes to the project that affect our work, this proposal may need to be revised. This proposal is valid for 30 calendar days. If this proposal is acceptable, please provide authorization to proceed with work on the project. Thank you for the opportunity to serve you on this project and please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Roper".

Chris Roper, PE/SE



April 5, 2024

p24037

Mr. Paul Cavin
Paul Cavin Architect, LLC
1575 Delucchi Lane, Suite 120
Reno, NV 89502
Sent Via Email

SUBJECT: Storey County Fire Station #2 - Scope Identification and Needs Assessment
Virginia City Highlands, NV

Dear Paul:

Thank you for requesting a mechanical engineering fee proposal for the above-referenced project. This proposal is based upon the Scope of Work Summary dated April 2, 2024. We understand the County desires a Facility Needs Assessment and Scope Identification for an addition to the existing metal building adjacent to the main Fire Station #2 so that restrooms and a warming kitchen can be added in efforts to use the building as a community gathering hall. Our scope of work will include evaluating the existing building and the anticipated occupant loading and speak to recommended code/best practices mechanical and plumbing improvements. The assessment will speak to plumbing tie-ins with existing utilities and new unitary HVAC equipment for the existing building and small addition. We anticipate a single grade-mounted propane fired air handling unit with direct evaporative cooling. We will include an Opinion of Probable Costs for any suggested improvements so that a project budget can be established. Per the Scope of Work Summary, we have included time for one field survey.

Our engineering services would include the following items:

1. Review any available as-built documentation related to the project area.
2. Discussions and coordination with the Facilities staff to further understand goals and concerns.
3. Perform one site visit during design to confirm the existing conditions.
4. Coordination with project stakeholders, facility vendors, and/or other industry partners as needed.
5. Approximate five-page narrative report summarizing our findings, along with recommended corrective measures.
6. An Engineer's Opinion of Probable Costs for any recommended actions.
7. Online meeting(s) to review the findings of the report with project stakeholders and discuss next steps, if requested.

The scope of work specifically does not include the following:

1. Any scope item not specifically included above.
2. Fire protection design.
3. Detailed design drawings of any sort. Any displays used in the narrative will be schematic in nature.
4. LEED or environmental engineering calculations/consultation.

5. Structural engineering design as may be required for seismic bracing or anchorage of mechanical equipment or components. We will provide the necessary drawing for mechanical equipment anchorage based upon design input from the project Structural Engineer.
6. Design of any site drainage, irrigation, or utility systems. Our work will be limited to existing utilities already in the area.
7. Architectural or electrical design services.
8. Noise or vibration analysis of mechanical systems.
9. Services resulting from changes to the scope or magnitude of the project, value engineering, and/or changes necessary because of cost over-runs.
10. Design or review of multiple mechanical equipment or system options due to equipment lead times and/or availability of originally specified equipment or systems at the time of construction.

Compensation for basic service as described herein shall be based on a lump sum fee of \$6,500.00.

We would suggest that reimbursement for our services be accomplished as follows:

1. We would submit monthly progress billings for basic services, and separate monthly billings for any authorized extra services. Billings for extra services would include employee category engaged in the work and hourly rate of compensation and all direct expenses noted.

All reports, plans, specifications, field data, field notes, calculations, and other documents prepared by Ainsworth Associates Mechanical Engineers as instruments of service shall remain the property of Ainsworth Associates Mechanical Engineers.

We cannot be responsible for unforeseen or undisclosed conditions that are not reasonably observable through existing building construction such as equipment and systems above hard lid ceilings, within walls, below grade, etc. Conditions of this nature will require us to rely on the accuracy of the As-Built documents provided to us by the Owner. In order to avoid expenditure of potentially great sums of money or potentially disrupt on-going facility operations and the project schedule, no attempt will be made to destroy or disrupt adequate and serviceable installations and concealed construction. Consequently, existing conditions will be verified through observations of the work that are readily visible and/or available existing As-Built drawings.

If work is abandoned or suspended, in whole or in part, services rendered to date of abandonment are to be paid for in accordance with percentage of completion of the project documents at that time.

It is understood that Ainsworth Associates Mechanical Engineers makes no warranty, expressed or implied, except that plans and specifications furnished as a result of the Agreement will be prepared in accordance with generally accepted professional engineering practices.

Ainsworth Associates Mechanical Engineers carries insurance with \$2M/\$4M limits.

Ainsworth Associates Mechanical Engineers makes no representation concerning any probable budget costs made in connection with the plans, specifications or drawings prepared by them, other than that all probable costs are for budget purposes only and the Engineer cannot be held responsible for actual final construction costs.

Mr. Paul Cavin
Paul Cavin Architect, LLC

April 4, 2024

We appreciate your consideration of our services for this project. I hope that you find this proposal acceptable. I am available to discuss any refinement or adjustments in the foregoing so that an agreement for our services can be developed. Please give me a call if you have questions.

Sincerely,
AINSWORTH ASSOCIATES MECHANICAL ENGINEERS



Roger Gravelle
Principal



PK Electrical, Inc.

ENGINEERING | DESIGN | CONSULTING

681 Sierra Rose Drive, Suite B | Reno, NV 89511 | p. 775.826.9010 ext. 8816
4601 DTC Boulevard, Suite 740 | Denver, CO 80237 | p. 720.481.3290
pkelectrical.com

Contract Proposal CP24141

Proposal For

Paul Cavin, AIA
Paul Cavin Architect, LLC
1575 Delucchi Lane
Suite 120
Reno, NV 89502
paul@paulcavindesign.com

From

Joey Ganser, P.E.
Principal | Engineering

Apr 4, 2024

Project

Storey County Virginia City Highlands Fire Station #2 Facility Needs Assessment

Project Description

It is understood that Storey County would like professional Architectural and Engineering services for a Facilities Needs Assessment, and Scope Identification for interior and exterior improvements and at the community out-building adjacent to the Virginia City Highlands Fire Station #2 located at 2610 Cartwright Road, Virginia City, Nevada 89521. The existing out-building is a metal, storage building with two man-doors, a roll-up door, and storage mezzanine. Storey County would like to change the occupancy from Storage to Assembly and add a restroom(s) and warming kitchen. The following is an outline of the scope of work and professional services:

Facility Needs Assessment

- Review existing electrical drawings and documents related to the existing site and building, including original record drawings and all documented subsequent remodels
- Perform one (1) site visit for field verifications as needed for facility assessment.
- Review existing site conditions related to ADA and accessibility.
- Review the condition of existing site improvements.
- Make recommendations for improvements, corrections, or other.
- Review the existing Electrical Power, Lighting, Data, Communications, CCTV, and Fire Alarm systems and make recommendations for improvements, upgrades, or replacement of systems.
- Deliverable for this phase is a Needs Assessment Report.

Scope of Services

Electrical Engineering Services include site investigation, consultation, analysis and input on preferred alternative. We will attend local meetings as required to coordinate with other trades.

Project Schedule: start date will commence upon receipt of signed proposal or agreement and the completion date shall be established by the project team and/or Owner at the start of the project. We anticipate a 2 month duration for this phase.

Exclusions: Design phase service, bid and construction phase services, arc flash and short circuit coordination study, digital renderings, permit, plan check, and utility fees.

Fee and Structure

		Amount
Facility Needs Assessment	Fixed Fee	5,000.00
Total Amount		\$5,000.00

Terms and Conditions

PK Electrical carries professional liability insurance with \$5M/\$5M limits. Terms and Conditions per the PCA standard agreement.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration for approval of a release of liability presented by the State of Nevada to Storey County in order to be able to participate in the national Kroger Settlement Agreement dated March 22, 2024.
- **Recommended motion:** I, Commissioner, _____, motion to approve release of liability presented by the State of Nevada to Storey County in order to be able to participate in the national Kroger Settlement Agreement dated March 22, 2024.
- **Prepared by:** Brian Brown

Department: Commissioners

Contact Number: 7758461056

- **Staff Summary:** This action item is for the consideration by the Storey County Commission of possible approval of a release of liability presented by the State of Nevada to Storey County in order to be able to participate in the national Kroger Settlement Agreement dated March 22, 2024.
-
- The execution of this release results in the acknowledgement by Storey County that it understands the terms of the Kroger Settlement and that it agrees that by executing this release Storey County elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, Storey County is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Settlement Agreement.
- **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

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

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 Foley Public Affairs for lobbying and government affairs during the 2024 interim legislative period and 2025 general legislative session in the amount of \$4,000 per month.
- **Recommended motion:** I (commissioner) motion to authorize the County Manager to approve and sign a contract between Storey County and Foley Public Affairs for lobbying and government affairs during the 2024 interim legislative period and 2025 general legislative session in the amount of \$4,000 per month.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Maintaining the county's government affairs team is increasingly necessary during the interim season of the Nevada legislature. This firm will assist the county in lobbying efforts and discussions about regional economic and growth issues with various legislative committees that are planned to meet regularly during the interim session and in preparation for the 2025 general legislative session.
-
- This firm is well positioned to assist Storey County and ensure its thorough representation on matters pertaining to anticipated future tax revenues from expired SB1 and other tax abatements, regional impacts from economic development and growth, and related matters.
-
- The firm may also assist the county with potential legislative proposals on transportation, housing, broadband telecommunications, water, and other legislative matters potentially affecting Storey County.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Yes
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**Contract for Lobbying Services
Storey County, NV and Foley Public Affairs**

THIS AGREEMENT is entered into by and between Foley Public Affairs, 888 Pinehurst Dr., Las Vegas, NV 89109, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as "CONTRACTOR" and Storey County, Nevada, hereinafter referred to as "ORGANIZATION."

Whereas ORGANIZATION is authorized to enter into Contracts with CONTRACTOR.

Whereas it is both necessary and in the best interests of ORGANIZATION to enter into the Contract.

Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follows:

1. DEFINITIONS: "ORGANIZATION" means Storey County, Nevada, and is organized under the laws of the State of Nevada.
2. CONTRACT TERM: This contract shall be effective from July 1, 2024, to June 30, 2025.
3. INCORPORATED DOCUMENTS: The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work.
 - a. Scope of Work
4. COMPENSATION: For services rendered CONTRACTOR shall receive the following compensation:
 - a. From July 2024 through June 2025, FPA will submit monthly invoices of \$4,000.
 - b. If parties agree to extend the contract terms may be extended by mutual agreement.
5. INSPECTION & AUDIT:
 - a. Record - CONTRACTOR agrees to keep and maintain true and complete records as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection and Audit - CONTRACTOR agrees that the relevant records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of CONTRACTOR or its subcontractors, financial statements and supporting documentations, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of CONTRACTOR where such records may be found, with or without notice by an auditor.
6. CONTRACT TERMS: This contract remains in effect from July 1, 2024, to June 30, 2025.
7. FORCE MAJEURE: Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

8. **INDEPENDENT CONTRACTOR:** CONTRACTOR is associated with ORGANIZATION only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, CONTRACTOR is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party. CONTRACTOR shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either CONTRACTOR or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. CONTRACTOR shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and CONTRACTOR shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
9. **COMPLIANCE WITH LEGAL OBLIGATIONS:** CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract. CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
10. **SEVERABILITY:** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Contract unenforceable.
11. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of ORGANIZATION.
12. **CONFIDENTIALITY:** Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.

13. **LIMITED LIABILITY.** The ORGANIZATION will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any ORGANIZATION breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the ORGANIZATION's right to participate, the ORGANIZATION from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the ORGANIZATION shall apply in all cases except for claims arising solely from the ORGANIZATION's own negligence or willful misconduct. Contractor waives any rights of subrogation against the ORGANIZATION. Contractor's duty to defend begins when the ORGANIZATION requests defense of any claim arising from this Contract.
15. **INSURANCE REQUIREMENTS.** Contractor shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The ORGANIZATION in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- a. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
1. **Commercial General Liability** – Occurrence Form Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- * General Aggregate \$2,000,000
 - * Products – Completed Operations Aggregate \$1,000,000
 - * Personal and Advertising Injury \$1,000,000
 - * Each Occurrence \$1,000,000
16. * The policy shall be endorsed to include the following additional insured language:
"ORGANIZATION shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
17. **Public Records.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law

balancing of interests. Contractor may label specific parts of an individual document as a “trade secret”, “private” or “confidential” provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

18. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
19. **WARRANTIES: GENERAL WARRANTY - CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a professional manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
20. **ENTIRE CONTRACT AND MODIFICATION:** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
21. **NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN ANY OF THE CLIENT’S MATTERS AND THE CLIENT AGREES TO PLAN ACCORDINGLY TO PRESERVE ITS INTERESTS.**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Helen A. Foley, President, Foley Public Affairs

Date

Austin Osborne, County Manager, Storey County

Date

ATTACHMENT A: SCOPE OF WORK

Scope of Work. This scope of work provides a comprehensive framework for addressing key legislative priorities across diverse sectors, fostering balanced and informed decision-making during the interim and regular legislative sessions. The Firm will maintain close contact with the Storey County Commission and staff to brief them on issues before the legislature. Communication will be ongoing and as frequent as needed to accomplish Storey County's goals.

- Monitor all legislative issues of interest to Storey County.
- Monitor and promptly report back to the county on the status of actions of interim legislative committees and legislative committees as pertaining to Storey County's interests.
- Strategize, support, or possibly oppose legislation as it relates to the best interest of the client.
- Provide support to other client lobbyists when requested and when appropriate.
- Assist client representatives with meetings and presentations during the interim period and session
- Maintain close contact with the County Manager and the Board of Storey County Commissioners, follow directive of the board and county officials, and brief the board and officials on issues before the legislature, per the directive of the board.
- Coordinate with county elected offices (e.g., Sheriff, Clerk-Treasurer, Recorder, Justice of the Peace, District Attorney, etc.) on legislative matters pertaining to their statutory offices.
- Abide by the Storey County Lobbyist Operations Plan and Code of Ethical Standards.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/6/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 45 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Review draft, conduct workshop, and consider possible approval directing county staff and lobbyists to submit to the Nevada Legislative Counsel Bureau a draft legislative bill addressing a local jurisdiction’s authority and ability to be noticed, comment on, participate in, negotiate terms of, and to determine the outcome of Governor’s Office of Economic Development (GOED) applications involving \$3.5B and \$1.0B tax abatement categories under Senate Bill 1 (2014 session), and matters involving assessor appraisals, taxation, and auditing of taxes for other State GOED tax abatement category applications, and other properly relate matters.
- **Recommended motion:** I (commissioner) motion to direct county staff and lobbyists to submit to the Nevada Legislative Counsel Bureau (LCB) a draft legislative bill addressing the matters described at this meeting including the items brought forth and directed hereby at this public workshop.

- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** This workshop follows direction from the board on 07/16/24 to draft a legislative bill for future board and public review, potentially enabling affected counties and local jurisdictions a greater level of participation and influence over certain tax abatement application proposals at the Nevada GOED office. Further review and modifications by the Nevada Legislative Counsel Bureau will be necessary following board approval to move forward on this request.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:** Pending
- **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

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

DRAFT TALKING PAPER. SUBJECT TO CHANGE, DISCUSION ONLY.

NRS 271B

CHAPTER 271B - ECONOMIC DIVERSIFICATION

GENERAL PROVISIONS

- NRS 271B.010 Definitions. [Effective through June 30, 2036.]
- NRS 271B.020 “District” defined. [Effective through June 30, 2036.]
- NRS 271B.030 “Lead participant” defined. [Effective through June 30, 2036.]
- NRS 271B.040 “Municipality” defined. [Effective through June 30, 2036.]
- NRS 271B.050 “Participant” defined. [Effective through June 30, 2036.]
- NRS 271B.060 “Qualified project” defined. [Effective through June 30, 2036.]

ECONOMIC DIVERSIFICATION DISTRICTS

- NRS 271B.070 Creation; pledge of proceeds of certain taxes; location. [Effective through June 30, 2032.]
- NRS 271B.070 Creation; pledge of proceeds of certain taxes; location. [Effective July 1, 2032, through June 30, 2036.]
- NRS 271B.080 Agreement with Department of Taxation regarding distribution of pledged amounts. [Effective through June 30, 2032.]
- NRS 271B.080 Agreement with Department of Taxation regarding distribution of pledged amounts. [Effective July 1, 2032, through June 30, 2036.]
- NRS 271B.090 Agreement to distribute pledged amounts to lead participant of qualified project located within district; restrictions; automatic termination of agreement. [Effective through June 30, 2036.]
- NRS 271B.100 Preparation of annual reports and submittal to Legislature. [Effective through June 30, 2036.]
- NRS 271B.110 Agreement with owner of property interest within district to defray cost of local governmental services. [Effective through June 30, 2036.]
- NRS 271B.120 Independent auditing of certain claims; additional restrictions on financing or reimbursement. [Effective through June 30, 2036.]
- NRS 271B.130 Expansion of infrastructure by natural gas utility deemed to constitute program of economic development under certain circumstances; natural gas utility required to file with Public Utilities Commission of Nevada application to establish rates to recover prudent and reasonable costs associated with expansion. [Effective through June 30, 2032.]

GENERAL PROVISIONS

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

NRS 271B.010 Definitions. [Effective through June 30, 2036.] As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 271B.020 to 271B.060, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 2014, 28th Special Session, 25)

NRS 271B.020 “District” defined. [Effective through June 30, 2036.] “District” means an economic diversification district created pursuant to NRS 271B.070.

(Added to NRS by 2014, 28th Special Session, 25)

NRS 271B.030 “Lead participant” defined. [Effective through June 30, 2036.] “Lead participant” has the meaning ascribed to it in NRS 360.883 or 360.915.

(Added to NRS by 2014, 28th Special Session, 25; A 2015, 29th Special Session, 38)

NRS 271B.040 “Municipality” defined. [Effective through June 30, 2036.] “Municipality” means any county or city in this State.

(Added to NRS by 2014, 28th Special Session, 25)

NRS 271B.050 “Participant” defined. [Effective through June 30, 2036.] “Participant” has the meaning ascribed to it in NRS 360.885 or 360.925.

(Added to NRS by 2014, 28th Special Session, 25; A 2015, 29th Special Session, 39)

NRS 271B.060 “Qualified project” defined. [Effective through June 30, 2036.] “Qualified project” has the meaning ascribed to it in NRS 360.888 or 360.940.

(Added to NRS by 2014, 28th Special Session, 25; A 2015, 29th Special Session, 39)

ECONOMIC DIVERSIFICATION DISTRICTS

NRS 271B.070 Creation; pledge of proceeds of certain taxes; location. [Effective through June 30, 2032.]

1. Except as otherwise provided in this section, if a qualified project is located within the jurisdiction of a municipality, the governing body of the municipality may:

(a) Create an economic diversification district for the purposes of carrying out this chapter by adopting an ordinance describing the boundaries of the district, which must be the geographic boundaries of the qualified project, and generally describing the purposes within the district for which money pledged pursuant to this chapter may be used; and

(b) For the purposes of carrying out paragraph (a), include in an ordinance adopted pursuant to that paragraph the pledge of an amount equal to the proceeds of all sales and use taxes imposed on or owed by each participant in the qualified project with regard to tangible personal property purchased in the municipality for use in the district, or stored, used or otherwise consumed in the district by the participant, during a fiscal year other than the amount of any local sales and use taxes for which the lead participant has received an abatement pursuant to an application approved by the Office of Economic Development pursuant to NRS 360.950.

2. The governing body of a municipality may not include in an ordinance adopted to create a district pursuant to paragraph (a) of subsection 1 on or after September 11, 2014, the pledge of any proceeds of the taxes imposed pursuant to NRS 374.110 or 374.111 and NRS 374.190 or 374.191 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, if the governing body obtains an opinion from independent bond counsel

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stating that the applicability of this provision would impair an existing contract for the sale of bonds which were issued before September 11, 2014.

3. If:

(a) The qualified project is a qualified project described in NRS 360.888;

(b) The governing body of the municipality includes in the ordinance adopted pursuant to paragraph (a) of subsection 1 a pledge of money pursuant to paragraph (b) of subsection 1; and

(c) The Executive Director of the Office of Economic Development has required the lead participant to make payments to a trust fund in the State Treasury pursuant to subsection 4 of NRS 360.893,

↳ the governing body must include in the ordinance a provision providing that the pledge of that money is conditioned upon the lead participant qualifying for a return of the money paid into the trust fund pursuant to subsection 6 of NRS 360.893.

4. A district created pursuant to this section by:

(a) A city must be located entirely within the boundaries of that city.

(b) A county must be located entirely within the boundaries of that county and, when the district is created, entirely outside of the boundaries of any city.

(Added to NRS by 2014, 28th Special Session, 26; A 2015, 29th Special Session, 39; 2017, 3810)

NRS 271B.070 Creation; pledge of proceeds of certain taxes; location. [Effective July 1, 2032, through June 30, 2036.]

1. Except as otherwise provided in this section, if a qualified project is located within the jurisdiction of a municipality, the governing body of the municipality may:

(a) Create an economic diversification district for the purposes of carrying out this chapter by adopting an ordinance describing the boundaries of the district, which must be the geographic boundaries of the qualified project, and generally describing the purposes within the district for which money pledged pursuant to this chapter may be used; and

(b) For the purposes of carrying out paragraph (a), include in an ordinance adopted pursuant to that paragraph the pledge of an amount equal to the proceeds of all sales and use taxes imposed on or owed by each participant in the qualified project with regard to tangible personal property purchased in the municipality for use in the district, or stored, used or otherwise consumed in the district by the participant, during a fiscal year other than the amount of any local sales and use taxes for which the lead participant has received an abatement pursuant to an application approved by the Office of Economic Development pursuant to NRS 360.950.

2. The governing body of a municipality may not include in an ordinance adopted to create a district pursuant to paragraph (a) of subsection 1 on or after September 11, 2014, the pledge of any proceeds of the taxes imposed pursuant to NRS 374.110 or 374.111 and NRS 374.190 or 374.191 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, if the governing body obtains an opinion from independent bond counsel stating that the applicability of this provision would impair an existing contract for the sale of bonds which were issued before September 11, 2014.

3. A district created pursuant to this section by:

(a) A city must be located entirely within the boundaries of that city.

(b) A county must be located entirely within the boundaries of that county and, when the district is created, entirely outside of the boundaries of any city.

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(Added to NRS by 2014, 28th Special Session, 26; A 2015, 29th Special Session, 39, 40, effective July 1, 2032)

NRS 271B.080 Agreement with Department of Taxation regarding distribution of pledged amounts. [Effective through June 30, 2032.]

1. After the adoption of an ordinance pursuant to NRS 271B.070:

(a) The governing body of the municipality and the Department of Taxation shall enter into an agreement specifying the dates and procedure for distribution to the municipality of any money pledged pursuant to NRS 271B.070.

(b) If the qualified project is a qualified project described in NRS 360.888 and the Executive Director of the Office of Economic Development has required the lead participant to make payments to a trust fund in the State Treasury pursuant to subsection 4 of NRS 360.893, the Department of Taxation shall deposit in that trust fund the proceeds of any taxes conditionally pledged pursuant to subsection 3 of NRS 271B.070 until:

(1) The lead participant qualifies for a return of the money paid into the trust fund pursuant to subsection 6 of NRS 360.893, in which case the taxes conditionally pledged, including any interest and income earned on those taxes, must be distributed pursuant to the agreement described in paragraph (a); or

(2) The Executive Director determines that the requirements for the partial abatement set forth in NRS 360.893 have not been met, in which case any taxes conditionally pledged and deposited in the trust fund must be transferred to the entity that would have received those taxes if the taxes had not been conditionally pledged, as determined by the Department of Taxation. The interest and income earned on those taxes during the time the taxes were in the trust fund must be distributed to an entity receiving a distribution pursuant to this subparagraph in the proportion that the taxes distributed to the entity pursuant to this subparagraph bears to the total taxes distributed pursuant to this subparagraph.

2. If the qualified project is a qualified project described in NRS 360.940, the distributions pursuant to the agreement described in paragraph (a) of subsection 1 must:

(a) Be made not less frequently than monthly; and

(b) Cease at the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the district occurs.

3. If the qualified project is a qualified project described in NRS 360.888, the distributions pursuant to the agreement described in paragraph (a) of subsection 1 must:

(a) Be made not less frequently than monthly;

(b) Cease at the end of the fiscal year in which the 15th anniversary of the adoption of the ordinance creating the district occurs; and

(c) If the Executive Director of the Office of Economic Development has required the lead participant to make payments to a trust fund in the State Treasury pursuant to subsection 4 of NRS 360.893, not commence until the lead participant qualifies for a return of the money paid into the trust fund pursuant to subsection 6 of NRS 360.893.

(Added to NRS by 2014, 28th Special Session, 26; A 2015, 29th Special Session, 40; 2017, 3811)

NRS 271B.080 Agreement with Department of Taxation regarding distribution of pledged amounts. [Effective July 1, 2032, through June 30, 2036.] After the adoption of an ordinance pursuant to NRS 271B.070, the governing body of the municipality and the Department

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of Taxation shall enter into an agreement specifying the dates and procedure for distribution to the municipality of any money pledged pursuant to NRS 271B.070. The distributions must:

1. Be made not less frequently than monthly; and
2. Cease at the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the district occurs.

(Added to NRS by 2014, 28th Special Session, 26; A 2015, 29th Special Session, 40, effective July 1, 2032)

NRS 271B.090 Agreement to distribute pledged amounts to lead participant of qualified project located within district; restrictions; automatic termination of agreement. [Effective through June 30, 2036.]

1. Except as otherwise provided in this section, if the governing body of a municipality adopts an ordinance pursuant to NRS 271B.070, the municipality may enter into an agreement with the lead participant in the qualified project for the cost of acquiring, improving or equipping, or any combination thereof, the qualified project, which may contain such terms as are determined to be desirable by the governing body of the municipality, including the payment of reasonable interest and other financing costs for the qualified project. Any such reimbursements may be secured by a pledge of, and be payable from, any money pledged pursuant to NRS 271B.070 and received by the municipality with respect to the district. If such an agreement is entered into, the agreement must provide for the payment to the lead participant of the money pledged pursuant to NRS 271B.070 and received by the municipality not later than 15 days after the date on which such money is distributed to the municipality pursuant to NRS 271B.080. An agreement entered into pursuant to this section is not subject to the limitations of subsection 1 of NRS 354.626 and may, at the option of the governing body, be binding on the municipality beyond the fiscal year in which it was made, only if the agreement pertains solely to one or more participants in the qualified project.

2. No agreement entered into pursuant to this section may be secured by or payable from the general fund of the municipality, the power of the municipality to levy ad valorem property taxes, or any source other than any money pledged pursuant to NRS 271B.070 and received by the municipality with respect to the district, or any combination thereof. No bond, note or other agreement issued or entered into pursuant to this section may ever become a general obligation of the municipality or a charge against its general credit or taxing powers, nor may any such bond, note or other agreement become a debt of the municipality for purposes of any limitation on indebtedness.

3. Any agreement entered pursuant to this section must automatically terminate on or before the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the district occurs.

(Added to NRS by 2014, 28th Special Session, 26)

NRS 271B.100 Preparation of annual reports and submittal to Legislature. [Effective through June 30, 2036.] On or before September 1 of each year, the governing body of a municipality that adopts an ordinance pursuant to NRS 271B.070 shall prepare and submit to the Director of the Legislative Counsel Bureau for submission to the Legislature, or to the Legislative Commission when the Legislature is not in regular session, an annual report containing:

1. A statement of the status of the qualified project located or expected to be located in the district, and of any changes in that status since the last annual report.

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

2. An assessment of the financial impact of the district on the provision of local governmental services, including, without limitation, services for police protection and fire protection.

(Added to NRS by 2014, 28th Special Session, 27)

NRS 271B.110 Agreement with owner of property interest within district to defray cost of local governmental services. [Effective through June 30, 2036.] The governing body of a municipality or a fire district may require the lead participant, or one or more owners of any interest in property within a district, to negotiate and enter into an agreement ~~{with one or more of the owners of any interest in property within a district}~~, pursuant to which the lead participant or that owner would agree to make payments to the municipality or to another local government that provides services in the district, or to both, to defray, in whole or in part, the cost of local governmental services during the term of the use of any money pledged pursuant to NRS 271B.070. Such an agreement must specify the amount to be paid by the owner of the property interest, which may be stated as a specified amount per year or as an amount based upon any formula upon which the municipality and owner agree.

(Added to NRS by 2014, 28th Special Session, 27)

NRS 271B.120 Independent auditing of certain claims; additional restrictions on financing or reimbursement. [Effective through June 30, 2036.] The governing body of a municipality:

1. Shall require the review of each claim submitted pursuant to any contract or other agreement made with the governing body to provide any financing or reimbursement pursuant to NRS 271B.090, by an independent auditor.

2. Shall not provide any financing or reimbursement pursuant to NRS 271B.090 from the proceeds of the taxes described in subsection 2 of NRS 271B.070, if the governing body obtains an opinion from independent bond counsel stating that the applicability of this subsection would impair an existing contract for the sale of bonds that were issued before September 11, 2014.

(Added to NRS by 2014, 28th Special Session, 27)

NRS 271B.130 Expansion of infrastructure by natural gas utility deemed to constitute program of economic development under certain circumstances; natural gas utility required to file with Public Utilities Commission of Nevada application to establish rates to recover prudent and reasonable costs associated with expansion. [Effective through June 30, 2032.]

1. For the purposes of subsection 3 of NRS 704.9925, the activity of a public utility which purchases natural gas for resale relating to the expansion of its infrastructure necessary to provide natural gas to the legal boundary of a district constitutes a program of economic development. The public utility shall expand its infrastructure in accordance with the provisions of that section.

2. A public utility which expands its infrastructure as described in subsection 1 shall file an application with the Public Utilities Commission of Nevada in accordance with the regulations adopted pursuant to NRS 704.9925 to establish rates to recover all prudent and reasonable costs associated with the expansion in accordance with the provisions of that section.

3. As used in this section, “public utility” has the meaning ascribed to it in NRS 704.020.

(Added to NRS by 2015, 29th Special Session, 38)

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DRAFT TALKING PAPER. SUBJECT TO CHANGE, DISCUSSION ONLY.

NRS 360.750

ABATEMENT OF TAXES ON BUSINESS

NRS 360.750 Partial abatement of certain taxes imposed on new or expanded businesses: Powers and duties of Office of Economic Development, Nevada Tax Commission, applicant for abatement, business approved for abatement and county treasurer. [Effective through June 30, 2032.]

1. A person who intends to locate or expand a business in this State may apply to the Office of Economic Development pursuant to this section for a partial abatement of one or more of the taxes imposed on the:

(a) New business pursuant to chapter 361, 363B or 374 of NRS.

(b) Expanded business pursuant to chapter 361 or 363B of NRS or a partial abatement of the local sales and use taxes imposed on the expanded business. As used in this paragraph, “local sales and use taxes” means the taxes imposed on the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed, in the political subdivision in which the business is to be located or expanded, except the taxes imposed by the Sales and Use Tax Act and the Local School Support Tax Law.

2. The Office of Economic Development shall approve an application for a partial abatement pursuant to this section if the Office makes the following determinations:

(a) The business offers primary jobs and is consistent with:

(1) The State Plan for Economic Development developed by the Executive Director of the Office of Economic Development pursuant to subsection 2 of NRS 231.053; and

(2) Any guidelines adopted by the Executive Director of the Office to implement the State Plan for Economic Development.

(b) Not later than 1 year after the date on which the application was received by the Office, the applicant has executed an agreement with the Office which must:

(1) Comply with the requirements of NRS 360.755;

(2) State the date on which the abatement becomes effective, as agreed to by the applicant and the Office, which must not be earlier than the date on which the Office received the application and not later than 1 year after the date on which the Office approves the application;

(3) State that the business will, after the date on which the abatement becomes effective, continue in operation in this State for a period specified by the Office, which must be at least 5 years, and will continue to meet the eligibility requirements set forth in this subsection;

(4) State that the business will offer primary jobs; and

(5) Bind the successors in interest of the business for the specified period.

(c) The business is registered pursuant to the laws of this State or the applicant commits to obtain a valid business license and all other permits required by the county, city or town in which the business operates.

(d) Except as otherwise provided in subsection 4, 5 or 6, the average hourly wage that will be paid by the business to its new employees in this State is at least 100 percent of the average statewide hourly wage as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year.

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(e) The business will, by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective, offer a health insurance plan for all employees that includes an option for health insurance coverage for dependents of the employees, and the health care benefits the business offers to its employees in this State will meet the minimum requirements for health care benefits established by the Office.

(f) Except as otherwise provided in this subsection and NRS 361.0687, if the business is a new business in a county whose population is 100,000 or more or a city whose population is 60,000 or more, the business meets at least one of the following requirements:

(1) The business will have 50 or more full-time employees on the payroll of the business by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective who will be employed at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective.

(2) Establishing the business will require the business to make, not later than the date which is 2 years after the date on which the abatement becomes effective, a capital investment of at least \$1,000,000 in this State in capital assets that will be retained at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective.

(g) Except as otherwise provided in NRS 361.0687, if the business is a new business in a county whose population is less than 100,000, in an area of a county whose population is 100,000 or more that is located within the geographic boundaries of an area that is designated as rural by the United States Department of Agriculture and at least 20 miles outside of the geographic boundaries of an area designated as urban by the United States Department of Agriculture, or in a city whose population is less than 60,000, the business meets at least one of the following requirements:

(1) The business will have 10 or more full-time employees on the payroll of the business by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective who will be employed at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective.

(2) Establishing the business will require the business to make, not later than the date which is 2 years after the date on which the abatement becomes effective, a capital investment of at least \$250,000 in this State in capital assets that will be retained at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective.

(h) If the business is an existing business, the business meets at least one of the following requirements:

(1) For a business in:

(I) Except as otherwise provided in sub-subparagraph (II), a county whose population is 100,000 or more or a city whose population is 60,000 or more, the business will, by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective, increase the number of employees on its payroll in that county or city by 10 percent more than it employed in the fiscal year immediately preceding the fiscal year in which the abatement becomes effective or by twenty-five employees, whichever is greater, who will be employed at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective; or

(II) A county whose population is less than 100,000, an area of a county whose population is 100,000 or more that is located within the geographic boundaries of an area that is

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designated as rural by the United States Department of Agriculture and at least 20 miles outside of the geographic boundaries of an area designated as urban by the United States Department of Agriculture, or a city whose population is less than 60,000, the business will, by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective, increase the number of employees on its payroll in that county or city by 10 percent more than it employed in the fiscal year immediately preceding the fiscal year in which the abatement becomes effective or by six employees, whichever is greater, who will be employed at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective.

(2) The business will expand by making a capital investment in this State, not later than the date which is 2 years after the date on which the abatement becomes effective, in an amount equal to at least 20 percent of the value of the tangible property possessed by the business in the fiscal year immediately preceding the fiscal year in which the abatement becomes effective, and the capital investment will be in capital assets that will be retained at the location of the business in that county or city until at least the date which is 5 years after the date on which the abatement becomes effective. The determination of the value of the tangible property possessed by the business in the immediately preceding fiscal year must be made by the:

(I) County assessor of the county in which the business will expand, if the business is locally assessed; or

(II) Department, if the business is centrally assessed.

(i) The applicant has provided in the application an estimate of the total number of new employees which the business anticipates hiring in this State by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective if the Office approves the application.

(j) Except as otherwise provided in subsection 3, if the business will have at least 50 full-time employees on the payroll of the business by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective, the business, by the earlier of the eighth calendar quarter following the calendar quarter in which the abatement becomes effective or the date on which the business has at least 50 full-time employees on the payroll of the business, has a policy for paid family and medical leave and agrees that all employees who have been employed by the business for at least 1 year will be eligible for at least 12 weeks of paid family and medical leave at a rate of at least 55 percent of the regular wage of the employee. The business will agree in writing that if the Office approves the application, the business will not:

(1) Prohibit, interfere with or otherwise discourage an employee from taking paid family and medical leave:

(I) For any reason authorized pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.

(II) To care for any adult child, sibling or domestic partner of the employee.

(2) Discriminate, discipline or discharge an employee for taking paid family and medical leave:

(I) For any reason authorized pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.

(II) To care for any adult child, sibling or domestic partner of the employee.

(3) Prohibit, interfere with or otherwise discourage an employee or other person from bringing a proceeding or testifying in a proceeding against the business for a violation of the policy for paid family and medical leave that is required pursuant to this paragraph.

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3. For purposes of paragraph (j) of subsection 2, the Office of Economic Development shall determine that a business meets the requirements of that paragraph if the business has a policy for paid family and medical leave for employees on the payroll of the business outside of this State that meets or exceeds the requirements for a policy for paid family and medical leave pursuant to that paragraph and the business agrees in writing that its employees on the payroll in this State are eligible for paid family and medical leave under such policy.

4. Notwithstanding the provisions of subsection 2, the Office of Economic Development:

(a) Shall not consider an application for a partial abatement pursuant to this section unless the Office has requested a letter of acknowledgment of the request for the abatement from any affected county, school district, city or town.

(b) Shall consider the level of health care benefits provided by the business to its employees, the policy of paid family and medical leave provided by the business to its employees, the projected economic impact of the business and the projected tax revenue of the business after deducting projected revenue from the abated taxes.

(c) May, if the Office determines that such action is necessary:

(1) Approve an application for a partial abatement pursuant to this section by a business that does not meet the requirements set forth in paragraph (f), (g) or (h) of subsection 2;

(2) Make any of the requirements set forth in paragraphs (d) to (h), inclusive, of subsection 2 more stringent; or

(3) Add additional requirements that a business must meet to qualify for a partial abatement pursuant to this section.

5. Notwithstanding any other provision of law, the Office of Economic Development shall not approve an application for a partial abatement pursuant to this section if:

(a) The applicant intends to locate or expand in a county in which the rate of unemployment is 7 percent or more and the average hourly wage that will be paid by the applicant to its new employees in this State is less than 70 percent of the average statewide hourly wage, as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year.

(b) The applicant intends to locate or expand in a county in which the rate of unemployment is less than 7 percent and the average hourly wage that will be paid by the applicant to its new employees in this State is less than 85 percent of the average statewide hourly wage, as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year.

(c) The applicant intends to locate in a county but has already received a partial abatement pursuant to this section for locating that business in that county.

(d) The applicant intends to expand in a county but has already received a partial abatement pursuant to this section for expanding that business in that county.

(e) The applicant has changed the name or identity of the business to evade the provisions of paragraph (c) or (d).

6. Notwithstanding any other provision of law, if the Office of Economic Development approves an application for a partial abatement pursuant to this section, in determining the types of taxes imposed on a new or expanded business for which the partial abatement will be approved and the amount of the partial abatement:

(a) If the new or expanded business is located in a county in which the rate of unemployment is 7 percent or more and the average hourly wage that will be paid by the business to its new employees in this State is less than 85 percent of the average statewide hourly wage, as established

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by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year, the Office shall not:

(1) Approve an abatement of the taxes imposed pursuant to chapter 361 of NRS which exceeds 25 percent of the taxes on personal property payable by the business each year.

(2) Approve an abatement of the taxes imposed pursuant to chapter 363B of NRS which exceeds 25 percent of the amount of tax otherwise due pursuant to NRS 363B.110.

(b) If the new or expanded business is located in a county in which the rate of unemployment is less than 7 percent and the average hourly wage that will be paid by the business to its new employees in this State is less than 100 percent of the average statewide hourly wage, as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year, the Office shall not:

(1) Approve an abatement of the taxes imposed pursuant to chapter 361 of NRS which exceeds 25 percent of the taxes on personal property payable by the business each year.

(2) Approve an abatement of the taxes imposed pursuant to chapter 363B of NRS which exceeds 25 percent of the amount of tax otherwise due pursuant to NRS 363B.110.

7. If the Office of Economic Development approves an application for a partial abatement pursuant to this section, the Office shall immediately forward a certificate of eligibility for the abatement to:

(a) The Department;

(b) The Nevada Tax Commission; and

(c) If the partial abatement is from the property tax imposed pursuant to chapter 361 of NRS, the county treasurer.

8. An applicant for a partial abatement pursuant to this section or an existing business whose partial abatement is in effect shall, upon the request of the Executive Director of the Office of Economic Development, furnish the Executive Director with copies of all records necessary to verify that the applicant meets the requirements of subsection 2.

9. If an applicant for a partial abatement pursuant to this section fails to execute the agreement described in paragraph (b) of subsection 2 within 1 year after the date on which the application was received by the Office, the applicant shall not be approved for a partial abatement pursuant to this section unless the applicant submits a new application.

10. If a business whose partial abatement has been approved pursuant to this section and is in effect ceases:

(a) To meet the requirements set forth in subsection 2; or

(b) Operation before the time specified in the agreement described in paragraph (b) of subsection 2,

the business shall repay to the Department or, if the partial abatement was from the property tax imposed pursuant to chapter 361 of NRS, to the county treasurer, the amount of the partial abatement that was allowed pursuant to this section before the failure of the business to comply unless the Nevada Tax Commission determines that the business has substantially complied with the requirements of this section. Except as otherwise provided in NRS 360.232 and 360.320, the business shall, in addition to the amount of the partial abatement required to be paid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period for which the payment would have been made had the partial abatement not been approved until the date of payment of the tax.

11. A county treasurer:

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(a) Shall deposit any money that he or she receives pursuant to subsection 10 in one or more of the funds established by a local government of the county pursuant to NRS 354.6113 or 354.6115; and

(b) May use the money deposited pursuant to paragraph (a) only for the purposes authorized by NRS 354.6113 and 354.6115.

12. The Office of Economic Development may adopt such regulations as the Office of Economic Development determines to be necessary to carry out the provisions of this section and NRS 360.755.

13. The Nevada Tax Commission:

(a) Shall adopt regulations regarding:

(1) The capital investment that a new business must make to meet the requirement set forth in paragraph (f) or (g) of subsection 2; and

(2) Any security that a business is required to post to qualify for a partial abatement pursuant to this section.

(b) May adopt such other regulations as the Nevada Tax Commission determines to be necessary to carry out the provisions of this section and NRS 360.755.

14. An applicant for a partial abatement pursuant to this section who is aggrieved by a final decision of the Office of Economic Development may petition for judicial review in the manner provided in chapter 233B of NRS.

15. For the purposes of this section, an employee is a “full-time employee” if he or she is in a permanent position of employment and works an average of 30 hours per week during the applicable period set forth in subsection 2.

(Added to NRS by 1999, 1740; A 1999, 3116; 2001, 1824, 1980; 2003, 78, 83, 2920; 2003, 20th Special Session, 161, 164; 2005, 1510; 2007, 2860, 2989; 2009, 2541; 2011, 3461; 2013, 574, 2806; 2013, 27th Special Session, 10; 2015, 1063; 2017, 3777; 2019, 2236; 2021, 2286; 2023, 35th Special Session, 44)

NRS 360.753 Partial abatement of certain taxes imposed on aircraft, components of aircraft and other personal property used for certain purposes related to aircraft: Powers and duties of Office of Economic Development, Nevada Tax Commission, applicant for abatement, business approved for abatement and county treasurer. [Effective through June 30, 2035.]

1. An owner of a business or a person who intends to locate or expand a business in this State may apply to the Office of Economic Development pursuant to this section for a partial abatement of one or more of:

(a) The personal property taxes imposed on an aircraft and the personal property used to own, operate, manufacture, service, maintain, test, repair, overhaul or assemble an aircraft or any component of an aircraft; and

(b) The local sales and use taxes imposed on the purchase of tangible personal property used to operate, manufacture, service, maintain, test, repair, overhaul or assemble an aircraft or any component of an aircraft.

2. Notwithstanding the provisions of any law to the contrary and except as otherwise provided in subsections 3 and 4, the Office of Economic Development shall approve an application for a partial abatement if the Office makes the following determinations:

(a) Not later than 1 year after the date on which the application was received by the Office, the applicant has executed an agreement with the Office which:

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- (1) Complies with the requirements of NRS 360.755;
 - (2) States the date on which the abatement becomes effective, as agreed to by the applicant and the Office, which must not be earlier than the date on which the Office received the application and not later than 1 year after the date on which the Office approves the application;
 - (3) States that the business will, after the date on which a certificate of eligibility for the partial abatement is issued pursuant to subsection 5, continue in operation in this State for a period specified by the Office, which must be not less than 5 years, and will continue to meet the eligibility requirements set forth in this subsection; and
 - (4) Binds any successor in interest of the applicant for the specified period;
- (b) The business is registered pursuant to the laws of this State or the applicant commits to obtaining a valid business license and all other permits required by the county, city or town in which the business operates;
 - (c) The business owns, operates, manufactures, services, maintains, tests, repairs, overhauls or assembles an aircraft or any component of an aircraft;
 - (d) The average hourly wage that will be paid by the business to its employees in this State during the period of partial abatement is not less than 100 percent of the average statewide hourly wage as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year;
 - (e) The business will, by the eighth calendar quarter following the calendar quarter in which the abatement becomes effective, offer a health insurance plan for all employees that includes an option for health insurance coverage for dependents of the employees, and the health care benefits the business offers to its employees in this State will meet the minimum requirements for health care benefits established by the Office;
 - (f) If the business is:
 - (1) A new business, that it will have five or more full-time employees on the payroll of the business within 1 year after receiving its certificate of eligibility for a partial abatement; or
 - (2) An existing business, that it will increase its number of full-time employees on the payroll of the business in this State by 3 percent or three employees, whichever is greater, within 1 year after receiving its certificate of eligibility for a partial abatement;
 - (g) The business meets at least one of the following requirements:
 - (1) The business will make a new capital investment of at least \$250,000 in this State within 1 year after receiving its certificate of eligibility for a partial abatement;
 - (2) The business will maintain and possess in this State tangible personal property having a value of not less than \$5,000,000 during the period of partial abatement;
 - (3) The business develops, refines or owns a patent or other intellectual property, or has been issued a type certificate by the Federal Aviation Administration pursuant to 14 C.F.R. Part 21; and
 - (h) If the application is for the partial abatement of the taxes imposed by the Local School Support Tax Law, the application has been approved by a vote of at least two-thirds of the members of the Board of Economic Development created by NRS 231.033.

3. The Office of Economic Development:

- (a) Shall approve or deny an application submitted pursuant to this section and notify the applicant of its decision not later than 45 days after receiving the application.
- (b) Must not:

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(1) Consider an application for a partial abatement unless the Office has requested a letter of acknowledgment of the request for the partial abatement from any affected county, school district, city or town and has complied with the requirements of NRS 360.757; or

(2) Approve a partial abatement for any applicant for a period of more than 10 years.

4. The Office of Economic Development must not approve a partial abatement of personal property taxes for a business whose physical property is collectively valued and centrally assessed pursuant to NRS 361.320 and 361.3205.

5. If the Office of Economic Development approves an application for a partial abatement pursuant to this section, the Office shall immediately forward a certificate of eligibility for the partial abatement to:

(a) The Department;

(b) The Nevada Tax Commission; and

(c) If the partial abatement is from personal property taxes, the appropriate county treasurer.

6. An applicant for a partial abatement pursuant to this section or an existing business whose partial abatement is in effect shall, upon the request of the Executive Director of the Office of Economic Development, furnish the Executive Director with copies of all records necessary to verify that the applicant meets the requirements of subsection 2.

7. If an applicant for a partial abatement pursuant to this section fails to execute the agreement described in paragraph (a) of subsection 2 within 1 year after the date on which the application was received by the Office, the applicant shall not be approved for a partial abatement pursuant to this section unless the applicant submits a new application.

8. If a business whose partial abatement has been approved pursuant to this section and whose partial abatement is in effect ceases:

(a) To meet the requirements set forth in subsection 2; or

(b) Operation before the time specified in the agreement described in paragraph (a) of subsection 2,

the business shall repay to the Department or, if the partial abatement was from personal property taxes, to the appropriate county treasurer, the amount of the partial abatement that was allowed pursuant to this section before the failure of the business to comply unless the Nevada Tax Commission determines that the business has substantially complied with the requirements of this section. Except as otherwise provided in NRS 360.232 and 360.320, the business shall, in addition to the amount of the partial abatement required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period for which the payment would have been made had the partial abatement not been approved until the date of payment of the tax.

9. The Office of Economic Development may adopt such regulations as the Office determines to be necessary to carry out the provisions of this section.

10. The Nevada Tax Commission may adopt such regulations as the Commission determines are necessary to carry out the provisions of this section.

11. An applicant for a partial abatement who is aggrieved by a final decision of the Office of Economic Development may petition a court of competent jurisdiction to review the decision in the manner provided in chapter 233B of NRS.

12. As used in this section:

(a) "Aircraft" means any fixed-wing, rotary-wing or unmanned aerial vehicle.

(b) "Component of an aircraft" means any:

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- (1) Element that makes up the physical structure of an aircraft, or is affixed thereto;
- (2) Mechanical, electrical or other system of an aircraft, including, without limitation, any component thereof; and
- (3) Raw material or processed material, part, machinery, tool, chemical, gas or equipment used to operate, manufacture, service, maintain, test, repair, overhaul or assemble an aircraft or component of an aircraft.

(c) “Full-time employee” means a person who is in a permanent position of employment and works an average of 30 hours per week during the applicable period set forth in subparagraph (3) of paragraph (a) of subsection 2.

(d) “Local sales and use taxes” means any taxes imposed on the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed, in any political subdivision of this State, except the taxes imposed by the Sales and Use Tax Act.

(e) “Personal property taxes” means any taxes levied on personal property by the State or a local government pursuant to chapter 361 of NRS.

(Added to NRS by 2015, 2328; A 2017, 3787; 2019, 2246; 2021, 2295)

NRS 360.754 Partial abatement of certain taxes imposed on new or expanded data center: Powers and duties of Office of Economic Development, Nevada Tax Commission, applicant for abatement, business approved for abatement and county treasurer. [Effective through December 31, 2056.]

1. A person who intends to locate or expand a data center in this State may apply to the Office of Economic Development pursuant to this section for a partial abatement of one or more of the taxes imposed on the new or expanded data center pursuant to chapter 361 or 374 of NRS.

2. The Office of Economic Development shall approve an application for a partial abatement pursuant to this section if the Office makes the following determinations:

(a) The application is consistent with the State Plan for Economic Development developed by the Executive Director of the Office of Economic Development pursuant to subsection 2 of NRS 231.053 and any guidelines adopted by the Executive Director of the Office to implement the State Plan for Economic Development.

(b) Not later than 1 year after the date on which the application was received by the Office, the applicant has executed an agreement with the Office of Economic Development which must:

- (1) Comply with the requirements of NRS 360.755;
- (2) State the date on which the abatement becomes effective, as agreed to by the applicant and the Office of Economic Development, which must not be earlier than the date on which the Office received the application and not later than 1 year after the date on which the Office approves the application;

(3) State that the data center will, after the date on which the abatement becomes effective, continue in operation in this State for a period specified by the Office of Economic Development, which must be at least 10 years, and will continue to meet the eligibility requirements set forth in this subsection; and

(4) Bind the successors in interest of the applicant for the specified period.

(c) The applicant is registered pursuant to the laws of this State or the applicant commits to obtain a valid business license and all other permits required by each county, city or town in which the data center operates.

(d) If the applicant is seeking a partial abatement for a period of not more than 10 years, the applicant meets the following requirements:

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(1) The data center will, by not later than the date that is 5 years after the date on which the abatement becomes effective, have or have added 10 or more full-time employees who are residents of Nevada and who will be employed at the data center and will continue to employ 10 or more full-time employees who are residents of Nevada at the data center until at least the date which is 10 years after the date on which the abatement becomes effective.

(2) Establishing or expanding the data center will require the data center or any combination of the data center and one or more colocated businesses to make in each county in this State in which the data center is located, by not later than the date which is 5 years after the date on which the abatement becomes effective, a cumulative capital investment of at least \$25,000,000 in capital assets that will be used or located at the data center.

(3) The average hourly wage that will be paid by the data center to its employees in this State is at least 100 percent of the average statewide hourly wage as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year and:

(I) The data center will, by not later than the date which is 2 years after the date on which the abatement becomes effective, provide a health insurance plan for all employees employed at the data center that includes an option for health insurance coverage for dependents of the employees; and

(II) The health care benefits provided to employees employed at the data center will meet the minimum requirements for health care benefits established by the Office of Economic Development by regulation pursuant to subsection 13.

(4) At least 50 percent of the employees engaged in the construction of the data center are residents of Nevada, unless waived by the Executive Director of the Office of Economic Development upon proof satisfactory to the Executive Director of the Office of Economic Development that there is an insufficient number of residents of Nevada available and qualified for such employment.

(e) If the applicant is seeking a partial abatement for a period of 10 years or more but not more than 20 years, the applicant meets the following requirements:

(1) The data center will, by not later than the date that is 5 years after the date on which the abatement becomes effective, have or have added 50 or more full-time employees who are residents of Nevada and who will be employed at the data center and will continue to employ 50 or more full-time employees who are residents of Nevada at the data center until at least the date which is 20 years after the date on which the abatement becomes effective.

(2) Establishing or expanding the data center will require the data center or any combination of the data center and one or more colocated businesses to make in each county in this State in which the data center is located, by not later than the date which is 5 years after the date on which the abatement becomes effective, a cumulative capital investment of at least \$100,000,000 in capital assets that will be used or located at the data center.

(3) The average hourly wage that will be paid by the data center to its employees in this State is at least 100 percent of the average statewide hourly wage as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year and:

(I) The data center will, by not later than the date which is 2 years after the date on which the abatement becomes effective, provide a health insurance plan for all employees employed at the data center that includes an option for health insurance coverage for dependents of the employees; and

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(II) The health care benefits provided to employees employed at the data center will meet the minimum requirements for health care benefits established by the Office of Economic Development by regulation pursuant to subsection 13.

(4) At least 50 percent of the employees engaged in the construction of the data center are residents of Nevada, unless waived by the Executive Director of the Office of Economic Development upon proof satisfactory to the Executive Director of the Office of Economic Development that there is an insufficient number of residents of Nevada available and qualified for such employment.

(f) The applicant has provided in the application an estimate of the total number of new employees which the data center anticipates hiring in this State if the Office of Economic Development approves the application.

(g) If the applicant is seeking a partial abatement of the taxes imposed by the Local School Support Tax Law, the application has been approved by a vote of at least two-thirds of the members of the Board of Economic Development created by NRS 231.033.

3. Notwithstanding the provisions of subsection 2, the Office of Economic Development:

(a) Shall not consider an application for a partial abatement pursuant to this section unless the Office of Economic Development has requested a letter of acknowledgment of the request for the abatement from each affected county, school district, city or town.

(b) Shall consider the level of health care benefits provided to employees employed at the data center, the projected economic impact of the data center and the projected tax revenue of the data center after deducting projected revenue from the abated taxes.

(c) May, if the Office of Economic Development determines that such action is necessary:

(1) Approve an application for a partial abatement pursuant to this section by a data center that does not meet the requirements set forth in paragraph (d) or (e) of subsection 2;

(2) Make the requirements set forth in paragraphs (d) and (e) of subsection 2 more stringent; or

(3) Add additional requirements that an applicant must meet to qualify for a partial abatement pursuant to this section.

4. If the Office of Economic Development approves an application for a partial abatement pursuant to this section, the Office shall immediately forward a certificate of eligibility for the abatement to:

(a) The Department;

(b) The Nevada Tax Commission; and

(c) If the partial abatement is from the property tax imposed pursuant to chapter 361 of NRS, the county treasurer of each county in which the data center is or will be located.

5. If the Office of Economic Development approves an application for a partial abatement pursuant to this section, the Office may also approve a partial abatement of taxes for each colocated business that enters into a contract to use or occupy, for a period of at least 2 years, all or a portion of the new or expanded data center. Each such colocated business shall obtain a state business license issued by the Secretary of State. The percentage amount of a partial abatement approved for a colocated business pursuant to this subsection must not exceed the percentage amount of the partial abatement approved for the data center. The duration of a partial abatement approved for a colocated business pursuant to this subsection must not exceed the duration of the contract or contracts entered into between the colocated business and the data center, including the duration of any contract or contracts extended or renewed by the parties. If a colocated business ceases to meet the requirements set forth in this subsection, the colocated business shall repay the amount

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of the abatement that was allowed in the same manner in which a data center is required by subsection 8 to repay the Department or a county treasurer. If a data center ceases to meet the requirements of subsection 2 or ceases operation before the time specified in the agreement described in paragraph (b) of subsection 2, any partial abatement approved for a colocated business ceases to be in effect, but the colocated business is not required to repay the amount of the abatement that was allowed before the date on which the abatement ceases to be in effect. A data center shall provide the Executive Director of the Office and the Department with a list of the colocated businesses that are qualified to receive a partial abatement pursuant to this subsection and shall notify the Executive Director within 30 days after any change to the list. The Executive Director shall provide the list and any updates to the list to the Department and the county treasurer of each affected county.

6. An applicant for a partial abatement pursuant to this section or a data center whose partial abatement is in effect shall, upon the request of the Executive Director of the Office of Economic Development, furnish the Executive Director with copies of all records necessary to verify that the applicant meets the requirements of subsection 2.

7. If an applicant for a partial abatement pursuant to this section fails to execute the agreement described in paragraph (b) of subsection 2 within 1 year after the date on which the application was received by the Office, the applicant shall not be approved for a partial abatement pursuant to this section unless the applicant submits a new application.

8. If a data center whose partial abatement has been approved pursuant to this section and is in effect ceases:

(a) To meet the requirements set forth in subsection 2; or

(b) Operation before the time specified in the agreement described in paragraph (b) of subsection 2,

the data center shall repay to the Department or, if the partial abatement was from the property tax imposed pursuant to chapter 361 of NRS, to the county treasurer, the amount of the partial abatement that was allowed pursuant to this section before the failure of the data center to comply unless the Nevada Tax Commission determines that the data center has substantially complied with the requirements of this section. Except as otherwise provided in NRS 360.232 and 360.320, the data center shall, in addition to the amount of the partial abatement required to be repaid pursuant to this subsection, pay interest on the amount due at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period for which the payment would have been made had the partial abatement not been approved until the date of payment of the tax.

9. A county treasurer:

(a) Shall deposit any money that he or she receives pursuant to subsection 5 or 8 in one or more of the funds established by a local government of the county pursuant to NRS 354.6113 or 354.6115; and

(b) May use the money deposited pursuant to paragraph (a) only for the purposes authorized by NRS 354.6113 and 354.6115.

10. An applicant for a partial abatement pursuant to this section who is aggrieved by a final decision of the Office of Economic Development may petition for judicial review in the manner provided in chapter 233B of NRS.

11. For an employee to be considered a resident of Nevada for the purposes of this section, a data center must maintain the following documents in the personnel file of the employee:

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(a) A copy of the current and valid Nevada driver's license of the employee or a current and valid identification card for the employee issued by the Department of Motor Vehicles;

(b) If the employee is a registered owner of one or more motor vehicles in Nevada, a copy of the current motor vehicle registration of at least one of those vehicles;

(c) Proof that the employee is a full-time employee; and

(d) Proof that the employee is covered by the health insurance plan which the data center is required to provide pursuant to sub-subparagraph (I) of subparagraph (3) of paragraph (d) of subsection 2 or sub-subparagraph (I) of subparagraph (3) of paragraph (e) of subsection 2.

12. For the purpose of obtaining from the Executive Director of the Office of Economic Development any waiver of the requirements set forth in subparagraph (4) of paragraph (d) of subsection 2 or subparagraph (4) of paragraph (e) of subsection 2, a data center must submit to the Executive Director of the Office of Economic Development written documentation of the efforts to meet the requirements and documented proof that an insufficient number of Nevada residents is available and qualified for employment.

13. The Office of Economic Development:

(a) Shall adopt regulations relating to the minimum level of health care benefits that a data center must provide to its employees to meet the requirement set forth in paragraph (d) or (e) of subsection 2;

(b) May adopt such other regulations as the Office determines to be necessary to carry out the provisions of this section; and

(c) Shall not approve any application for a partial abatement submitted pursuant to this section which is received on or after January 1, 2036.

14. The Nevada Tax Commission:

(a) Shall adopt regulations regarding:

(1) The capital investment necessary to meet the requirement set forth in paragraph (d) or (e) of subsection 2; and

(2) Any security that a data center is required to post to qualify for a partial abatement pursuant to this section.

(b) May adopt such other regulations as the Nevada Tax Commission determines to be necessary to carry out the provisions of this section.

15. As used in this section, unless the context otherwise requires:

(a) "Colocated business" means a person who enters into a contract with a data center that is qualified to receive an abatement pursuant to this section to use or occupy all or part of the data center.

(b) "Data center" means one or more buildings located at one or more physical locations in this State which house a group of networked server computers for the purpose of centralizing the storage, management and dissemination of data and information pertaining to one or more businesses and includes any modular or preassembled components, associated telecommunications and storage systems and, if the data center includes more than one building or physical location, any network or connection between such buildings or physical locations.

(c) "Full-time employee" means a person who is in a permanent position of employment and works an average of 30 hours per week during the applicable period set forth in paragraph (d) or (e) of subsection 2.

(Added to NRS by 2015, 3042; A 2017, 3790; 2019, 2249; 2021, 2298)

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NRS 360.755 Abatement of certain taxes imposed on new or expanded businesses: Agreement to allow audits of business by Department; disclosure of information in audit report; protection of certain information from disclosure.

1. If the Office of Economic Development approves an application by a business for an abatement of taxes pursuant to NRS 360.950 or a partial abatement pursuant to NRS 360.750, 360.753, 360.754 or 360.890, the agreement with the Office must provide that the business:

(a) Agrees to allow the Department to conduct audits of the business to determine whether the business is in full compliance with the requirements for the abatement or partial abatement; and

(b) Consents to the disclosure of the audit reports in the manner set forth in this section.

2. If the Department conducts an audit of the business to determine whether the business is in full compliance with the requirements for the abatement or partial abatement, the Department shall, upon request, provide the audit report to the Office of Economic Development.

3. Until the business has exhausted all appeals to the Department and the Nevada Tax Commission relating to the audit, the information contained in the audit report provided to the Office of Economic Development:

(a) Is confidential proprietary information of the business;

(b) Is not a public record; and

(c) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development unless the business consents to the disclosure.

4. After the business has exhausted all appeals to the Department and the Nevada Tax Commission relating to the audit:

(a) The audit report provided to the Office of Economic Development is a public record; and

(b) Upon request by any person, the Executive Director of the Office of Economic Development shall disclose the audit report to the person who made the request, except for any information in the audit report that is protected from disclosure pursuant to subsection 5.

5. Before the Executive Director of the Office of Economic Development discloses the audit report to the public, the business may submit a request to the Executive Director to protect from disclosure any information in the audit report which, under generally accepted business practices, would be considered a trade secret or other confidential proprietary information of the business. After consulting with the business, the Executive Director shall determine whether to protect the information from disclosure. The decision of the Executive Director is final and is not subject to judicial review. If the Executive Director determines to protect the information from disclosure, the protected information:

(a) Is confidential proprietary information of the business;

(b) Is not a public record;

(c) Must be redacted by the Executive Director from any audit report that is disclosed to the public; and

(d) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development unless the business consents to the disclosure.

6. For an audit reports required pursuant to subsection 1 of this section, a business for a partial abatement submitted pursuant to NRS 360.754 shall include information regarding the tenants and all personal property of the applicant business. The information disclosed pursuant to this subsection:

(a) Is confidential proprietary information of the business;

(b) Is not a public record; and

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(c) Must not be disclosed to any person who is not an officer or employee of the Department or of the county in which the business is located unless the lead participant consents to the disclosure.

(Added to NRS by 2007, 2859, 2988; A 2011, 3465; 2013, 2810; 2014, 28th Special Session, 22; 2015, 2330, 3047; 2015, 29th Special Session, 32)

NRS 360.757 Notice and meeting required for Office of Economic Development to take action on any application for abatement.

1. The Office of Economic Development shall not take any action on an application for any abatement of taxes pursuant to NRS 274.310, 274.320, 274.330, 360.750, 360.753 or 360.754 or any other specific statute unless the Office:

(a) Takes that action at a public meeting conducted for that purpose; and

(b) At least 30 days before the meeting, provides notice of the application to:

(1) The governing body of the county, the board of trustees of the school district and the governing body of the city or town, if any, in which the pertinent business is or will be located;

(2) The governing body of any other political subdivision that could be affected by the abatement; and

(3) The general public.

2. The notice required by this section must set forth the date, time and location of the meeting at which the Office of Economic Development will consider the application.

3. The Office of Economic Development shall adopt regulations relating to the notice required by this section.

(Added to NRS by 2009, 2541; A 2011, 3465; 2013, 27th Special Session, 14; 2015, 2331, 3048)

NRS 360.7575 Document certifying abatement or partial abatement: Issuance; failure to present; refunds of sales and use tax on transactions when document not presented.

1. If the Office of Economic Development approves an application for an abatement of sales and use taxes pursuant to NRS 360.950 or a partial abatement of any sales and use taxes pursuant to NRS 274.310, 274.320, 274.330, 360.750, 360.753, 360.754 or 360.890, the Department shall issue to the business a document certifying the abatement or partial abatement which can be presented to retailers at the time of purchase. The document must clearly state that the business is not required to pay sales and use taxes or the rate of sales and use tax that the business is required to pay.

2. If the Department has issued to a business a document pursuant to subsection 1 and the business pays an amount of sales and use taxes for which the business was entitled to an abatement because the business fails to present the document, the business may apply to the Department for a refund of the amount of sales and use tax paid for which the business was entitled to an abatement. If the Department has issued to a business a document pursuant to subsection 1 and the failure of the business to present the document results in the business paying the full amount of sales and use tax on 50 percent or more of the purchases for which the business was eligible for the abatement, the Department shall impose on the business a penalty equal to 10 percent of the total amount of the abatement. The Department shall distribute the proceeds of any penalty imposed pursuant to this subsection to each local government affected by a refund issued pursuant to this subsection in proportion to the amount of the refunds for which the affected local government is responsible.

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3. If, after submitting an application for an abatement of sales and use taxes pursuant to NRS 360.950 or a partial abatement of any sales and use taxes pursuant to NRS 360.750, 360.753, 360.754 or 360.890 and before receiving the document issued pursuant to subsection 1, a business pays an amount of sales and use tax for which the business is entitled to an abatement, the business may apply to the Department for a refund of the amount of sales and use tax which the applicant paid for which the business is entitled to an abatement.

4. Notwithstanding any other provision of law, no interest is allowed on a refund made pursuant to subsection 2 or 3.

(Added to NRS by 2021, 2286)

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DRAFT TALKING PAPER. SUBJECT TO CHANGE, DISCUSSION ONLY.

NRS 360.800

Capital investment At Least \$1.0 Billion

NRS 360.880 Definitions. [Effective through June 30, 2032.] As used in NRS 360.880 to 360.896, inclusive, unless the context otherwise requires, the words and terms defined in NRS 360.881 to 360.888, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 2015, 29th Special Session, 18)

NRS 360.881 “Capital investment” defined. [Effective through June 30, 2032.] “Capital investment” means all costs and expenses incurred by the participants in a qualified project in connection with the acquisition, construction, installation and equipping of the qualified project.

(Added to NRS by 2015, 29th Special Session, 18)

NRS 360.882 “Employer excise taxes” defined. [Effective through June 30, 2032.] “Employer excise taxes” means the taxes imposed on the wages paid by an employer pursuant to chapter 363A or 363B of NRS.

(Added to NRS by 2015, 29th Special Session, 18)

NRS 360.883 “Lead participant” defined. [Effective through June 30, 2032.] “Lead participant” means the participant designated by the participants in a project as the lead participant in an application submitted pursuant to NRS 360.889.

(Added to NRS by 2015, 29th Special Session, 18)

NRS 360.884 “Local sales and use taxes” defined. [Effective through June 30, 2032.] “Local sales and use taxes” means only the taxes imposed pursuant to chapters 377, 377A and 377B of NRS imposed on the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed, in the county in which the qualified project is located. The term does not include any taxes imposed by the Sales and Use Tax Act.

(Added to NRS by 2015, 29th Special Session, 18; A 2019, 2254)

NRS 360.885 “Participant” defined. [Effective through June 30, 2032.] “Participant” means a business which operates within the geographic boundaries of a project site and which contributes to or participates in the project.

(Added to NRS by 2015, 29th Special Session, 18)

NRS 360.886 “Project” defined. [Effective through June 30, 2032.] “Project” means a project undertaken by a business or group of businesses:

1. Located within the geographic boundaries of a single project site or sites in this State; and
2. Engaged in a common business purpose or industry. A business or group of businesses must be deemed to be engaged in a common business purpose or industry if the business or group

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of businesses are in a supply chain related to the common business purpose or industry or provide components or services related to the common business purpose or industry.

(Added to NRS by 2015, 29th Special Session, 18; A 2017, 3795)

NRS 360.887 “Property taxes” defined. [Effective through June 30, 2032.] “Property taxes” means any taxes levied by the State or a local government pursuant to the provisions of chapter 361 of NRS.

(Added to NRS by 2015, 29th Special Session, 19)

NRS 360.888 “Qualified project” defined. [Effective through June 30, 2032.] “Qualified project” means a project which the Office of Economic Development determines meets all the requirements set forth in subsections 2, 3, 5 and 6 of NRS 360.889.

(Added to NRS by 2015, 29th Special Session, 19; A 2017, 3795; 2019, 2601)

NRS 360.XXX

1. Within 15 calendar days of receipt by the Office of Economic Development of notification submitted pursuant to subsection 2 of NRS 360.945, the county or city, and the fire district in which the qualified project is located require the lead participant to negotiate an agreement to defray costs of local government services necessary to service and respond to the construction, maintenance, and operation of the project. The information related to the negotiations:

(a) Is confidential proprietary information of the business;

(b) Is not a public record; and

(c) Must not be disclosed to any person who is not an officer or employee of the county, city, or fire district unless the lead participant consents to the disclosure.

2. Approval of the lead participant’s contract by the Office is subject to the county, city, or fire district in which the qualified project is located successfully negotiating a cost defrayment agreement pursuant to NRS 360.945(2)(p).

NRS 360.889 Submittal of application on behalf of project; submission of request for approval of application to Interim Finance Committee; contents of application; provision of additional documentation. [Effective through June 30, 2032.]

1. On behalf of a project, the lead participant in the project may apply to the Office of Economic Development for:

(a) A certificate of eligibility for transferable tax credits which may be applied to:

(1) Any tax imposed by chapters 363A and 363B of NRS;

(2) The gaming license fees imposed by the provisions of NRS 463.370;

(3) Any tax imposed by chapter 680B of NRS; or

(4) Any combination of the fees and taxes described in subparagraphs (1), (2) and (3).

(b) A partial abatement of property taxes, employer excise taxes or local sales and use taxes, or any combination of any of those taxes.

2. Within 15 days of receipt of a complete application submitted pursuant to subsection 1, the Office of Economic Development shall notify the governing body of the county, city, and fire district in which project will be located that such an application has been received by the Office.

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2. For a project to be eligible for the transferable tax credits described in paragraph (a) of subsection 1 and the partial abatement of the taxes described in paragraph (b) of subsection 1, the lead participant in the project must, on behalf of the project:

- (a) Submit an application that meets the requirements of subsection 5;
- (b) Provide documentation satisfactory to the Office that approval of the application would promote the economic development of this State and aid the implementation of the State Plan for Economic Development developed by the Executive Director of the Office pursuant to subsection 2 of NRS 231.053;
- (c) Provide documentation satisfactory to the Office that the participants in the project collectively will make a total new capital investment of at least \$1 billion in this State within the 10-year period immediately following approval of the application;
- (d) Provide documentation satisfactory to the Office that the participants in the project are engaged in a common business purpose or industry;
- (e) Provide documentation satisfactory to the Office that the place of business of each participant is or will be located within the geographic boundaries of the project site or sites;
- (f) Provide documentation satisfactory to the Office that each participant in the project is registered pursuant to the laws of this State or commits to obtaining a valid business license and all other permits required by the county, city or town in which the project operates;
- (g) Provide documentation satisfactory to the Office of the number of employees engaged in the construction of the project;
- (h) Provide documentation satisfactory to the Office of the number of qualified employees employed or anticipated to be employed at the project by the participants;
- (i) Provide documentation satisfactory to the Office that each employer engaged in the construction of the project provides a plan of health insurance and that each employee engaged in the construction of the project is offered coverage under the plan of health insurance provided by his or her employer;
- (j) Provide documentation satisfactory to the Office that each participant in the project provides a plan of health insurance and that each employee employed at the project by each participant is offered coverage under the plan of health insurance provided by his or her employer;
- (k) Provide documentation satisfactory to the Office that at least 50 percent of the employees engaged in construction of the project and 50 percent of the employees employed at the project are residents of Nevada, unless waived by the Executive Director of the Office upon proof satisfactory to the Executive Director of the Office that there is an insufficient number of Nevada residents available and qualified for such employment;
- (l) Agree to provide the Office with a full compliance audit of the participants in the project at the end of each fiscal year which:
 - (1) Shows the amount of money invested in this State by each participant in the project;
 - (2) Shows the number of employees engaged in the construction of the project and the number of those employees who are residents of Nevada;
 - (3) Shows the number of employees employed at the project by each participant and the number of those employees who are residents of Nevada; and
 - (4) Is certified by an independent certified public accountant in this State who is approved by the Office;
- (m) Pay the cost of the audit required by paragraph (l);
- (n) Enter into an agreement with the governing body of the city or county in which the qualified project is located that:

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(1) Requires the lead participant to pay the cost of any engineering or design work necessary to determine the cost of infrastructure improvements required to be made by the governing body pursuant to an economic development financing proposal approved pursuant to NRS 360.990; and

(2) Requires the lead participant to seek reimbursement for any costs paid by the lead participant pursuant to subparagraph (1) from the proceeds of bonds issued pursuant to NRS 360.991; and

(o) Meet any other requirements prescribed by the Office.

(p) Enter into an agreement with the governing body of the city or county in which the qualified project is located that:

(1) Requires the lead participant to make payments to the county or city in which the qualified project is located to defray, in whole or in part, the cost of local governmental services and infrastructure servicing the project during the term of the use of any money pledged pursuant to NRS 271B.070. The agreement must specify the amount to be paid by the owner of the property interest, which may be stated as a specified amount per year or as an amount based upon any formula upon which the municipality and owner agree.

(q) Enter into an agreement with the governing body of a fire district in which the qualified project is located that:

(1) Requires the lead participant to make payments to the fire district in which the qualified project is located to defray, in whole or in part, for the cost of local governmental services and infrastructure servicing the project during the term of the use of any money pledged pursuant to NRS 271B.070. The agreement must specify the amount to be paid by the owner of the property interest, which may be stated as a specified amount per year or as an amount based upon any formula upon which the municipality and owner agree.

3. In addition to meeting the requirements set forth in subsection 2, for a project located on more than one site in this State to be eligible for the partial abatement of the taxes described in paragraph (b) of subsection 1, the lead participant must, on behalf of the project, submit an application that meets the requirements of subsection 5 on or before June 30, 2019, and provide documentation satisfactory to the Office that:

(a) The initial project will have a total of 500 or more full-time employees employed at the site of the initial project and the average hourly wage that will be paid to employees of the initial project in this State is at least 120 percent of the average statewide hourly wage as established by the Employment Security Division of the Department of Employment, Training and Rehabilitation on July 1 of each fiscal year;

(b) Each participant in the project must be a subsidiary or affiliate of the lead participant; and

(c) Each participant offers primary jobs and:

(1) Except as otherwise provided in subparagraph (2), satisfies the requirements of paragraph (f) or (g) of subsection 2 of NRS 360.750, regardless of whether the business is a new business or an existing business; and

(2) If a participant owns, operates, manufactures, services, maintains, tests, repairs, overhauls or assembles an aircraft or any component of an aircraft, that the participant satisfies the applicable requirements of paragraph (f) or (g) of subsection 2 of NRS 360.753.

↪ If any participant is a data center, as defined in NRS 360.754, any capital investment by that participant must not be counted in determining whether the participants in the project collectively will make a total new capital investment of at least \$1 billion in this State within the 10-year period immediately following approval of the application, as required by paragraph (c) of subsection 2.

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4. In addition to meeting the requirements set forth in subsection 2, a project is eligible for the transferable tax credits described in paragraph (a) of subsection 1 only if the Interim Finance Committee approves a written request for the issuance of the transferable tax credits. Such a request may only be submitted by the Office and only after the Office has approved the application submitted for the project pursuant to subsection 2. The Interim Finance Committee may approve a request submitted pursuant to this subsection only if the Interim Finance Committee determines that approval of the request:

(a) Will not impede the ability of the Legislature to carry out its duty to provide for an annual tax sufficient to defray the estimated expenses of the State for each fiscal year as set forth in Article 9, Section 2 of the Nevada Constitution; and

(b) Will promote the economic development of this State and aid the implementation of the State Plan for Economic Development developed by the Executive Director of the Office pursuant to subsection 2 of NRS 231.053.

5. An application submitted pursuant to subsection 2 must include:

(a) A detailed description of the project, including a description of the common purpose or business endeavor in which the participants in the project are engaged;

(b) A detailed description of the location of the project, including a precise description of the geographic boundaries of the project site or sites;

(c) The name and business address of each participant in the project, which must be an address in this State;

(d) A detailed description of the plan by which the participants in the project intend to comply with the requirement that the participants collectively make a total new capital investment of at least \$1 billion in this State in the 10-year period immediately following approval of the application;

(e) If the application includes one or more partial abatements, an agreement executed by the Office with the lead participant in the project not later than 1 year after the date on which the application was received by the Office which:

(1) Complies with the requirements of NRS 360.755;

(2) States the date on which the partial abatement becomes effective, as agreed to by the applicant and the Office, which must not be earlier than the date on which the Office received the application and not later than 1 year after the date on which the Office approves the application;

(3) States that the project will, after the date on which a certificate of eligibility for the partial abatement is approved pursuant to NRS 360.893, continue in operation in this State for a period specified by the Office; and

(4) Binds successors in interest of the lead participant for the specified period; and

(f) Any other information required by the Office.

6. For an employee to be considered a resident of Nevada for the purposes of this section, each participant in the project must maintain the following documents in the personnel file of the employee:

(a) A copy of the:

(1) Current and valid Nevada driver's license of the employee originally issued by the Department of Motor Vehicles more than 60 days before the hiring of the employee or a current and valid identification card for the employee originally issued by the Department of Motor Vehicles more than 60 days before the hiring of the employee; or

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(2) If the employee is a veteran of the Armed Forces of the United States, a current and valid Nevada driver's license of the employee or a current and valid identification card for the employee issued by the Department of Motor Vehicles;

(b) If the employee is a registered owner of one or more motor vehicles in Nevada, a copy of the current motor vehicle registration of at least one of those vehicles;

(c) Proof that the employee is employed full-time and scheduled to work for an average minimum of 30 hours per week; and

(d) Proof that the employee is offered coverage under a plan of health insurance provided by his or her employer.

7. For the purpose of obtaining from the Executive Director of the Office any waiver of the requirement set forth in paragraph (k) of subsection 2, the lead participant in the project must submit to the Executive Director of the Office written documentation of the efforts to meet the requirement and documented proof that an insufficient number of Nevada residents is available and qualified for employment.

8. The Executive Director of the Office shall make available to the public and post on the Internet website of the Office:

(a) Any request for a waiver of the requirements set forth in paragraph (k) of subsection 2; and

(b) Any approval of such a request for a waiver that is granted by the Executive Director of the Office.

9. The Executive Director of the Office shall post a request for a waiver of the requirements set forth in paragraph (k) of subsection 2 on the Internet website of the Office within 3 days after receiving the request and shall keep the request posted on the Internet website for not less than 5 days. The Executive Director of the Office shall ensure that the Internet website allows members of the public to post comments regarding the request.

10. The Executive Director of the Office shall consider any comments posted on the Internet website concerning any request for a waiver of the requirements set forth in paragraph (k) of subsection 2 before making a decision regarding whether to approve the request. If the Executive Director of the Office approves the request for a waiver, the Executive Director of the Office must post the approval on the Internet website of the Office within 3 days and ensure that the Internet website allows members of the public to post comments regarding the approval.

11. If an applicant for one or more partial abatements pursuant to this section fails to execute the agreement described in paragraph (e) of subsection 5 within 1 year after the date on which the application was received by the Office, the applicant shall not be approved for a partial abatement pursuant to this section unless the applicant submits a new application.

(Added to NRS by 2015, 29th Special Session, 19; A 2017, 3795; 2019, 2601; 2021, 2303)

NRS 360.890 Consideration of application by Office of Economic Development; public meeting required; requirements for notice of public meeting; approval of application; submission of request for approval of application to Interim Finance Committee; submission of information to Office; confidentiality of information contained in application. [Effective through June 30, 2032.]

1. If the Office of Economic Development receives an application pursuant to NRS 360.889, the Office:

(a) Shall not consider the application unless the Office has requested a letter of acknowledgment of the request for a partial abatement from any county, school district, city or

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town which the Office determines may experience a direct economic effect as a result of the partial abatement.

(b) Shall not take any action on the application unless the Office takes that action at a public meeting conducted for that purpose.

(c) Shall, at least 30 days before any public meeting conducted for the purpose of taking any action on the application, provide notice of the application and the date, time and location of the public meeting at which the Office will consider the application to:

- (1) Each participant in the project;
- (2) The Department;
- (3) The Nevada Gaming Control Board;
- (4) The governing body of the county, the board of trustees of the school district and the governing body of the city or town, if any, in which the project will be located;
- (5) The governing body of any other political subdivision that the Office determines could experience a direct economic effect as a result of the abatement; and
- (6) The general public.

2. The date of the public meeting to consider an application submitted pursuant to NRS 360.889 must be not later than 60 days after the date on which the Office receives the completed application.

3. The Office shall approve an application submitted pursuant to NRS 360.889 if the Office finds that the project is a qualified project. The Office shall issue a decision on the application not later than 30 days after the conclusion of the public meeting on the application. Not later than 30 days after the Office issues a decision approving an application submitted pursuant to NRS 360.889 in which the lead participant applies for a certificate of eligibility for the transferable tax credits described in paragraph (a) of subsection 1 of NRS 360.889, the Office must submit a written request to the Interim Finance Committee for approval of the issuance of the transferable tax credits.

4. The lead participant in a qualified project shall submit all accountings and other required information to the Office and the Department not later than 30 days after a date specified in the decision issued by the Office. If the Office or the Department determines that information submitted pursuant to this subsection is incomplete, the lead participant shall, not later than 30 days after receiving notice that the information is incomplete, provide to the Office or the Department, as applicable, all additional information required by the Office or the Department.

5. Until the Office of Economic Development provides notice of the application and the public meeting pursuant to paragraph (c) of subsection 1, the information contained in the application provided to the Office of Economic Development:

- (a) Is confidential proprietary information of the business;
- (b) Is not a public record; and
- (c) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development and who is not an officer of the county, city, or fire district in which the qualified project is located and who has signed and is subject to a non-disclosure agreement, unless the lead participant consents to the disclosure.

6. No less than 15 calendar days prior to approval of the application, the Office shall allow a representative from the governing board of the county or city and a representative of the governing board of the fire district in which the project is located to provide written comment and engage directly with the Office regarding the application.

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

7. The county, city, or fire district in which the qualified project is located shall designate one or more officials, and those officials shall be permitted to comment and engage directly with the GOED Board of Directors throughout the entire discussion about the application for the qualified project.

8. The county, city, or fire district in which the qualified project is located shall each be given one vote on the GOED Board of Directors on the matter involving the application. The voting designee for the county or county shall be a member of the governing board of the county or city, and the voting designee for the fire district shall be a member of the governing board of the fire district in which the qualified project will be located.

6. After the Office provides notice of the application and the public meeting pursuant to paragraph (c) of subsection 1:

(a) The application is a public record; and

(b) Upon request by any person, the Executive Director of the Office shall disclose the application to the person who made the request, except for any information in the application that is protected from disclosure pursuant to subsection 7.

7. Before the Executive Director of the Office discloses the application to the public, the lead participant may submit a request to the Executive Director of the Office to protect from disclosure any information in the application which, under generally accepted business practices, would be considered a trade secret or other confidential proprietary information of the business. After consulting with the business, the Executive Director of the Office shall determine whether to protect the information from disclosure. The decision of the Executive Director of the Office is final and is not subject to judicial review. If the Executive Director of the Office determines to protect the information from disclosure, the protected information:

(a) Is confidential proprietary information of the business;

(b) Is not a public record;

(c) Must be redacted by the Executive Director of the Office from any copy of the application that is disclosed to the public; and

(d) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development unless the lead participant consents to the disclosure.

(Added to NRS by 2015, 29th Special Session, 22; A 2019, 2605)

NRS 360.891 Approval of application for certificate of eligibility for transferable tax credits; issuance of certificate; computation of amount of transferable tax credits which may be approved for qualified project. [Effective through June 30, 2032.]

1. If the Office of Economic Development approves an application for a certificate of eligibility for transferable tax credits submitted pursuant to paragraph (a) of subsection 1 of NRS 360.889 and the Interim Finance Committee approves a written request for the issuance of transferable tax credits pursuant to subsection 4 of NRS 360.889, the Office shall immediately forward a copy of the certificate of eligibility which identifies the estimated amount of the tax credits available pursuant to this section to:

(a) The lead participant in the qualified project;

(b) The Department; and

(c) The Nevada Gaming Control Board.

2. Within 14 business days after receipt of an audit provided by the lead participant in the qualified project pursuant to paragraph (l) of subsection 2 of NRS 360.889 and any other

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accountings or other information required by the Office, the Office shall determine whether to certify the audit and make a final determination of whether a certificate of transferable tax credits will be issued. If the Office certifies the audit and determines that all other requirements for the transferable tax credits have been met, the Office shall notify the lead participant in the qualified project that the transferable tax credits will be issued. Within 30 days after the receipt of the notice, the lead participant in the qualified project shall make an irrevocable declaration of the amount of transferable tax credits that will be applied to each fee or tax set forth in subparagraphs (1), (2) and (3) of paragraph (a) of subsection 1 of NRS 360.889, thereby accounting for all of the credits which will be issued. Upon receipt of the declaration, the Office shall issue to the lead participant a certificate of transferable tax credits in the amount approved by the Office for the fees or taxes included in the declaration. The lead participant shall notify the Department upon transferring any of the transferable tax credits. The Office shall notify the Department and the Nevada Gaming Control Board of all transferable tax credits issued, segregated by each fee or tax set forth in subparagraphs (1), (2) and (3) of paragraph (a) of subsection 1 of NRS 360.889. The Department shall notify the Office and the Nevada Gaming Control Board of the amount of any transferable tax credits transferred.

3. A qualified project may be approved for a certificate of eligibility for transferable tax credits in the amount of \$9,500 for each qualified employee, up to a maximum of 4,000 qualified employees.

4. For the purpose of computing the amount of transferable tax credits for which a qualified project is eligible pursuant to subsection 3:

(a) Each qualified employee must be:

(1) Employed by a participant at the site of the qualified project.

(2) Employed full-time and scheduled to work for an average minimum of 30 hours per week.

(3) Employed for at least the last 3 consecutive months of the fiscal year.

(4) Offered coverage under a plan of health insurance provided by his or her employer.

(b) The wages for federal income tax purposes reported or required to be reported on Form W-2 of the qualified employees of the qualified project must be paid at an average rate of \$22 per hour.

(c) An employee engaged solely in the construction of the qualified project is deemed not to be a qualified employee.

(Added to NRS by 2015, 29th Special Session, 23; A 2019, 2607)

NRS 360.892 Limitations on amounts of transferable tax credits which may be issued by Office of Economic Development. [Effective through June 30, 2032.]

1. Except as otherwise provided in this section, the Office of Economic Development shall not approve transferable tax credits:

(a) For Fiscal Year 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 or 2024-2025, if approval of the transferable tax credits would cause the total amount of transferable tax credits issued pursuant to NRS 360.880 to 360.896, inclusive, in that Fiscal Year to exceed \$7,600,000.

(b) For a fiscal year beginning on or after July 1, 2025.

2. The total amount of transferable tax credits issued pursuant to NRS 360.880 to 360.896, inclusive, to all qualified projects in this State must not exceed \$38,000,000.

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3. If in any fiscal year the Office does not approve an amount of transferable tax credits equal to the total amount authorized by paragraph (a) or (b) of subsection 1, the remaining amount of transferable tax credits must be carried forward and made available for approval during subsequent fiscal years ending on or before June 30, 2025.

4. Each transferable tax credit issued pursuant to NRS 360.880 to 360.896, inclusive, expires 4 years after the date on which the transferable tax credit is issued to the lead participant. A transferable tax credit issued pursuant to NRS 360.880 to 360.896, inclusive, may be transferred only once.

(Added to NRS by 2015, 29th Special Session, 24)

NRS 360.893 Approval of application for partial abatement of taxes; duration and amount of partial abatement; payment of portion of abated taxes into trust fund in State Treasury; use of money in trust fund; issuance of document certifying abatement of sales and use taxes. [Effective through June 30, 2032.]

1. If the Office of Economic Development approves an application for a partial abatement of property taxes, employer excise taxes or local sales and use taxes submitted pursuant to paragraph (b) of subsection 1 of NRS 360.889, the Office shall immediately forward a certificate of eligibility for the partial abatement of the taxes described in that paragraph to:

- (a) The Department;
- (b) The Nevada Tax Commission; and
- (c) The county treasurer of the county in which the qualified project will be located.

2. Except as otherwise provided in subsection 3, the partial abatement for the lead participant in the qualified project must:

(a) For property taxes, be for a duration of not more than 10 years after the effective date of the partial abatement and in an amount that equals 75 percent of the amount of the property taxes that would otherwise be owed by each participant for the qualified project;

(b) For employer excise taxes, be for a duration of not more than 10 years after the effective date of the partial abatement and in an amount that equals 75 percent of the amount of the employer excise taxes that would otherwise be owed by each participant for employees employed by the participant for the qualified project; and

(c) For local sales and use taxes, be for a duration of not more than 15 years after the effective date of the partial abatement and in an amount that equals the amount of the local sales and use taxes that would otherwise be owed by each participant in the qualified project.

3. If the qualified project is a project located on more than one site in this State, the partial abatement for the lead participant must:

(a) For property taxes, be for a duration of not more than 10 years after the effective date of the partial abatement and in an amount that equals 75 percent of the amount of the property taxes that would otherwise be owed by each participant for the qualified project;

(b) For employer excise taxes, be for a duration of not more than 10 years after the effective date of the partial abatement and in an amount that equals 75 percent of the amount of the employer excise taxes that would otherwise be owed by each participant for employees employed by the participant for the qualified project; and

(c) For local sales and use taxes, be for a duration of not more than 15 years after the effective date of the partial abatement and in an amount that equals that portion of the combined rate of all the local sales and use taxes payable by each participant in the qualified project each year which exceeds 0.6 percent. The Department of Taxation shall issue to the lead participant a document

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certifying the abatement which can be presented to retailers at the time of sale. The document must clearly state that the purchaser is only required to pay sales and use taxes imposed in this State at the rate of 2.6 percent. As used in this paragraph, “local sales and use taxes” means the taxes imposed on the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed, in the political subdivision in which the new or expanded business is located, except the taxes imposed by the Sales and Use Tax Act.

↳ Notwithstanding any other provision of law, if the Office of Economic Development approves an application for a partial abatement of property taxes, employer excise taxes or local sales and use taxes submitted pursuant to paragraph (b) of subsection 1 of NRS 360.889 for a lead participant of a qualified project located on more than one site in this State, the State Controller shall allocate, transfer and remit an amount equal to all the sales and use taxes imposed in this State and collected from the qualified project for the period of the abatement in the same manner as if that amount consisted solely of the proceeds of the taxes imposed by NRS 374.110 and 374.190.

4. As a condition of approving a partial abatement of taxes pursuant to NRS 360.880 to 360.896, inclusive, the Executive Director of the Office of Economic Development, if he or she determines it to be in the best interests of the State of Nevada, may require the lead participant to pay at such time or times as deemed appropriate, an amount of money equal to all or a portion of the abated taxes into a trust fund in the State Treasury to be held until all or a portion of the requirements for the partial abatement have been met. Interest and income earned on money in the trust fund must be credited to the trust fund. Any money remaining in the trust fund at the end of a fiscal year does not revert to the State General Fund, and the balance in the trust fund must be carried forward to the next fiscal year. Money in the trust fund must not be used for any purpose other than the purposes set forth in subsections 5 and 6.

5. If any assessment, or installment thereof, imposed on a qualified project pursuant to chapter 271 of NRS is delinquent, the money in the trust fund established pursuant to subsection 4 must:

(a) First be used to repay the bonds or other obligations of the State which are issued in connection with the qualified project.

(b) If any money remains in the trust fund after payments are made pursuant to paragraph (a), be used to repay bonds or other obligations of a municipality issued in connection with the qualified project.

6. Upon a determination by the Executive Director of the Office of Economic Development that the requirements for the partial abatement have been met, the money in the trust fund established pursuant to subsection 4, including any interest and income earned on the money during the time it was in the trust fund, must be returned to the lead participant. If the Executive Director of the Office of Economic Development determines that the requirements for the partial abatement have not been met:

(a) Except as otherwise provided in this subsection:

(1) The money in the trust fund established pursuant to subsection 4, after any payment made pursuant to subsection 5, must be transferred to the entity that would have received the money if the Office had not approved the partial abatement, as determined by the Department; and

(2) Any amount of money in the trust fund used to repay bonds or other obligations of the State or municipality pursuant to subsection 5 must proportionally reduce the amount transferred to an entity pursuant to subparagraph (1).

(b) The interest and income earned on the money in the trust fund during the time it was in the trust fund must be distributed to an entity receiving a distribution pursuant to paragraph (a) in the

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proportion that the money distributed to the entity pursuant to that paragraph bears to the total money distributed pursuant to that paragraph.

7. If the Office approves a partial abatement of local sales and use taxes, the Office shall issue to the lead participant in the qualified project a document certifying the partial abatement which can be presented to retailers at the time of sale. The document must clearly state the rate of sales and use taxes which the purchaser is required to pay in the county in which the abatement is effective.

(Added to NRS by 2015, 29th Special Session, 24; A 2017, 3798)

NRS 360.894 Duty of lead participant to provide records to verify eligibility for transferable tax credits and partial abatement of taxes; repayment of tax credits to which lead participant is not entitled; repayment of amount of taxes abated if qualified project becomes ineligible or ceases operation. [Effective through June 30, 2032.]

1. The lead participant in a qualified project shall, upon the request of the Office of Economic Development, furnish the Office with copies of all records necessary to verify that the qualified project meets the eligibility requirements for any transferable tax credits issued pursuant to NRS 360.891 and the partial abatement of any taxes pursuant to NRS 360.893.

2. The lead participant shall repay to the Department or the Nevada Gaming Control Board, as applicable, any portion of the transferable tax credits to which the lead participant is not entitled if:

(a) The participants in the qualified project collectively fail to make the investment in this State necessary to support the determination by the Executive Director of the Office of Economic Development that the project is a qualified project;

(b) The participants in the qualified project collectively fail to employ the number of qualified employees identified in the certificate of eligibility approved for the qualified project;

(c) The lead participant submits any false statement, representation or certification in any document submitted for the purpose of obtaining transferable tax credits; or

(d) The lead participant otherwise becomes ineligible for transferable tax credits after receiving the transferable tax credits pursuant to NRS 360.880 to 360.896, inclusive.

3. Transferable tax credits purchased in good faith are not subject to forfeiture unless the transferee submitted fraudulent information in connection with the purchase.

4. Notwithstanding any provision of this chapter or chapter 361 of NRS, if the lead participant in a qualified project for which a partial abatement has been approved pursuant to NRS 360.893 and is in effect:

(a) Fails to meet the requirements for eligibility pursuant to that section; or

(b) Ceases operation before the time specified in the agreement described in paragraph (e) of subsection 4 of NRS 360.889,

↪ the lead participant shall repay to the Department or, if the partial abatement is from the property tax imposed by chapter 361 of NRS, to the appropriate county treasurer, the amount of the partial abatement that was allowed to the lead participant pursuant to NRS 360.893 before the failure of the lead participant to meet the requirements for eligibility. Except as otherwise provided in NRS 360.232 and 360.320, the lead participant shall, in addition to the amount of the partial abatement required to be repaid by the lead participant pursuant to this subsection, pay interest on the amount due from the lead participant at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period for which the

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payment would have been made had the partial abatement not been approved until the date of payment of the tax.

5. The Secretary of State may, upon application by the Executive Director of the Office, revoke or suspend the state business license of the lead participant in a qualified project which is required to repay any portion of transferable tax credits pursuant to subsection 2 or the amount of any partial abatement pursuant to subsection 4 and which the Office determines is not in compliance with the provisions of this section governing repayment. If the state business license of the lead participant in a qualified project is suspended or revoked pursuant to this subsection, the Secretary of State shall provide written notice of the action to the lead participant. The Secretary of State shall not reinstate a state business license suspended pursuant to this subsection or issue a new state business license to the lead participant whose state business license has been revoked pursuant to this subsection unless the Executive Director of the Office provides proof satisfactory to the Secretary of State that the lead participant is in compliance with the requirements of this section governing repayment.

(Added to NRS by 2015, 29th Special Session, 26; A 2017, 3800)

NRS 360.895 Duty of Office of Economic Development to prepare and submit certain reports; contents of reports. [Effective through June 30, 2032.]

1. The Office of Economic Development shall, on or before October 1 of each year, prepare and submit to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature an annual report which includes:

(a) For the immediately preceding fiscal year:

- (1) The number of applications submitted pursuant to NRS 360.889;
- (2) The number of qualified projects for which an application was approved;
- (3) The amount of transferable tax credits approved;
- (4) The amount of transferable tax credits used;
- (5) The amount of transferable tax credits transferred;
- (6) The amount of transferable tax credits taken against each allowable fee or tax, including the actual amount used and outstanding, in total and for each qualified project;
- (7) The number of partial abatements approved;
- (8) The dollar amount of the partial abatements;
- (9) The number of employees engaged in construction of each qualified project who are residents of Nevada and the number of employees employed by each participant in a qualified project who are residents of Nevada;
- (10) The number of qualified employees employed by each participant in a qualified project and the total amount of wages paid to those persons; and
- (11) For each qualified project, an assessment of whether the participants in the qualified project are making satisfactory progress towards meeting the investment requirements necessary to support the determination by the Office that the project is a qualified project.

(b) For each partial abatement from taxation that the Office approved during the fiscal years which are 3 fiscal years, 6 fiscal years, 10 fiscal years and 15 fiscal years immediately preceding the submission of the report:

- (1) The dollar amount of the partial abatement;
- (2) The value of infrastructure included as an incentive for the qualified project;
- (3) The economic sector in which each participant in the qualified project operates, the number of primary jobs related to the qualified project, the average wage paid to employees

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employed by the participants in the qualified project and the assessed values of personal property and real property of the qualified project; and

(4) Any other information that the Office determines to be useful.

2. Except as otherwise provided in subsection 4, in addition to the annual reports required to be prepared and submitted pursuant to subsection 1, for the period beginning on December 19, 2015, and ending on June 30, 2020, the Office shall, not less frequently than every calendar quarter, prepare and submit to the Governor and the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report which includes, for the immediately preceding calendar quarter:

(a) The dollar amount of the partial abatements approved for the lead participant in each qualified project;

(b) The number of employees engaged in construction of each qualified project who are residents of Nevada and the number of employees employed by each participant in each qualified project who are residents of Nevada;

(c) The number of qualified employees employed by each participant in each qualified project and the total amount of wages paid to those persons;

(d) For each qualified project an assessment of whether the participants in the qualified project are making satisfactory progress towards meeting the investment requirements necessary to support the determination by the Office that the project is a qualified project; and

(e) Any other information requested by the Legislature.

3. Except as otherwise provided in subsection 4, in addition to the annual reports required to be prepared and submitted pursuant to subsection 1, for the period beginning on July 1, 2020, and ending on June 30, 2025, the Office shall, not less frequently than every 6 months, prepare and submit to the Governor and the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report which includes, for the immediately preceding 6 months, the information required to be included in a report prepared and submitted pursuant to subsection 2.

4. The Office is not required to prepare and submit the report required by subsection 2 or 3 if, within 75 days after the end of the period covered by the report:

(a) The Office receives an audit of the participants in the project for the period that would have been covered by the report; and

(b) That audit contains the information required to be included in the report pursuant to paragraphs (a) to (d), inclusive, of subsection 2.

5. In addition to the reports required to be prepared and submitted pursuant to subsections 1 and 2, the Office shall, upon request, make available to the Legislature any information concerning a qualified project or any participant in a qualified project. The Office shall make available any information requested pursuant to this subsection within the period specified in the request.

6. The Office shall provide to the Fiscal Analysis Division of the Legislative Counsel Bureau a copy of any agreement entered into by the Office and the lead participant not later than 30 days after the agreement is executed.

7. Notwithstanding the provisions of any other specific statute, the information requested by the Legislature pursuant to this section may include information considered confidential for other purposes. If such confidential information is requested, the Office shall make the information available to the Fiscal Analysis Division of the Legislative Counsel Bureau for confidential examination.

(Added to NRS by 2015, 29th Special Session, 27; A 2017, 189)

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NRS 360.896 Governing body of county or city authorized to grant abatements of permitting fees or licensing fees to participants in qualified project located in county or city. [Effective through June 30, 2032.]

1. For the purpose of encouraging local economic development, the governing body of a city or county in which a qualified project is located may grant to any participant in a qualified project an abatement of all or any percentage of the amount of any permitting fee or licensing fee which the local government is authorized to impose or charge pursuant to chapter 244 or 268 of NRS.

2. Before granting any abatement pursuant to subsection 1, the governing body of the city or county must provide by ordinance for a pilot project for granting abatements to participants in a qualified project.

3. A governing body of a city or county that grants an abatement pursuant to subsection 1 shall, on or before October 1 of each year in which such an abatement is granted, prepare and submit to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature an annual report which includes, for the immediately preceding fiscal year:

(a) The number of qualified projects located within the jurisdiction of the governing body for which a certificate of eligibility for transferable tax credits was approved;

(b) If applicable, the number and dollar amount of the abatements granted by the governing body pursuant to subsection 1; and

(c) The number of persons within the jurisdiction of the governing body that were employed by each participant in a qualified project and the amount of wages paid to those persons.

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DRAFT TALKING PAPER. SUBJECT TO CHANGE, DISCUSION ONLY.

NRS 360.900

Capital Investment At Least \$3.5 Billion

NRS 360.XXX *((Further review needed...))*

1. Within 15 calendar days of receipt by the Office of Economic Development of notification submitted pursuant to subsection 2 of NRS 360.945, the county or city, and the fire district in which the qualified project is located may require the lead participant to negotiate an agreement to defray costs of local government services necessary to service and respond to the construction, maintenance, and operation of the project. The information related to the negotiations:

(a) Is confidential proprietary information of the business;

(b) Is not a public record; and

(c) Must not be disclosed to any person who is not an officer or employee of the county, city, or fire district unless the lead participant consents to the disclosure.

2. Approval of the lead participant's contract by the Office is subject to the county, city, or fire district in which the qualified project is located successfully negotiating a cost defrayment agreement pursuant to NRS 360.945(3)(p).

NRS 360.900 Definitions. [Effective through June 30, 2036.] As used in NRS 360.900 to 360.980, inclusive, unless the context otherwise requires, the words and terms defined in NRS 360.905 to 360.940, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 2014, 28th Special Session, 12)

NRS 360.905 “Capital investment” defined. [Effective through June 30, 2036.] “Capital investment” means all costs and expenses incurred by the participants in a qualified project in connection with the acquisition, construction, installation and equipping of the qualified project.

(Added to NRS by 2014, 28th Special Session, 12)

NRS 360.910 “Employer excise taxes” defined. [Effective through June 30, 2036.] “Employer excise taxes” means the taxes imposed on the wages paid by an employer pursuant to chapter 363A or 363B of NRS.

(Added to NRS by 2014, 28th Special Session, 12)

NRS 360.915 “Lead participant” defined. [Effective through June 30, 2036.] “Lead participant” means the participant designated by the participants in a project as the lead participant in an application submitted pursuant to NRS 360.945.

(Added to NRS by 2014, 28th Special Session, 12)

NRS 360.920 “Local sales and use taxes” defined. [Effective through June 30, 2036.] “Local sales and use taxes” means only the taxes imposed pursuant to chapter 377 of NRS on the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed, in the county in which the qualified project is located. The term does not include the taxes imposed by the Sales and Use Tax Act.

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(Added to NRS by 2014, 28th Special Session, 12; A 2019, 2254)

NRS 360.925 “Participant” defined. [Effective through June 30, 2036.] “Participant” means a business which operates within the geographic boundaries of a project site and which contributes to or participates in the project.

(Added to NRS by 2014, 28th Special Session, 13)

NRS 360.930 “Project” defined. [Effective through June 30, 2036.] “Project” means a project undertaken by a business or group of businesses:

1. Located within the geographic boundaries of a single project site in this State; and
2. Engaged in a common business purpose or industry. A business or group of businesses must be deemed to be engaged in a common business purpose or industry if the business or group of businesses are in a supply chain related to the common business purpose or industry or provide components or services related to the common business purpose or industry.

(Added to NRS by 2014, 28th Special Session, 13; A 2017, 3802)

NRS 360.935 “Property taxes” defined. [Effective through June 30, 2036.] “Property taxes” means any taxes levied by the State or a local government pursuant to the provisions of chapter 361 of NRS.

(Added to NRS by 2014, 28th Special Session, 13)

NRS 360.940 “Qualified project” defined. [Effective through June 30, 2036.] “Qualified project” means a project which the Office of Economic Development determines meets all the requirements set forth in subsections ~~[2-]~~ 3 , ~~[and]~~ 4 , *and 5* of NRS 360.945.

(Added to NRS by 2014, 28th Special Session, 13)

NRS 360.945 Submittal of application on behalf of project; contents of application; provision of additional documentation. [Effective through June 30, 2036.]

1. On behalf of a project, the lead participant in the project may apply to the Office of Economic Development for:

(a) A certificate of eligibility for transferable tax credits which may be applied to:

- (1) Any tax imposed by chapters 363A and 363B of NRS;
- (2) **The gaming** license fees imposed by the provisions of NRS 463.370;
- (3) Any tax imposed by chapter 680B of NRS; or
- (4) Any combination of the **fees and taxes described in subparagraphs (1), (2) and (3)**.

(b) An abatement of property taxes, employer excise taxes or local sales and use taxes, or any combination of any of those taxes.

2. Upon receipt of a complete application submitted pursuant to subsection 1, the Office of Economic Development shall notify the governing body of the county, city, and fire district in which project will be located that such an application has been received by the Office.

~~[2-]~~ **3.** **For a project to be eligible for the transferable tax credits described** in paragraph (a) of subsection 1 and abatement of the taxes described in paragraph (b) of subsection 1, the lead participant in the project must, on behalf of the project:

(a) Submit an application that meets the requirements of subsection ~~[3]~~ **4**;

(b) Provide documentation satisfactory to the Office that approval of the application would promote the economic development of this State and aid the implementation of the State Plan for

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Economic Development developed by the Executive Director of the Office pursuant to subsection 2 of NRS 231.053;

(c) Provide documentation satisfactory to the Office that the participants in the project collectively will make a total new capital investment of at least \$3.5 billion in this State within the 10-year period immediately following approval of the application;

(d) Provide documentation satisfactory to the Office that the participants in the project are engaged in a common business purpose or industry;

(e) Provide documentation satisfactory to the Office that the place of business of each participant is or will be located within the geographic boundaries of the project site;

(f) Provide documentation satisfactory to the Office that each participant in the project is registered pursuant to the laws of this State or commits to obtaining a valid business license and all other permits required by the county, city or town in which the project operates;

(g) Provide documentation satisfactory to the Office of the number of employees engaged in the construction of the project;

(h) Provide documentation satisfactory to the Office of the number of qualified employees employed or anticipated to be employed at the project by the participants;

(i) Provide documentation satisfactory to the Office that each employer engaged in the construction of the project provides a plan of health insurance and that each employee engaged in the construction of the project is offered coverage under the plan of health insurance provided by his or her employer;

(j) Provide documentation satisfactory to the Office that each participant in the project provides a plan of health insurance and that each employee employed at the project by each participant is offered coverage under the plan of health insurance provided by his or her employer;

(k) Provide documentation satisfactory to the Office that at least 50 percent of the employees engaged in construction of the project and 50 percent of the employees employed at the project are residents of Nevada, unless waived by the Executive Director of the Office upon proof satisfactory to the Executive Director of the Office that there is an insufficient number of Nevada residents available and qualified for such employment;

(l) Agree to provide the Office with a full compliance audit of the participants in the project at the end of each fiscal year which:

(1) Shows the amount of money invested in this State by each participant in the project;

(2) Shows the number of employees engaged in the construction of the project and the number of those employees who are residents of Nevada;

(3) Shows the number of employees employed at the project by each participant and the number of those employees who are residents of Nevada; and

(4) Is certified by an independent certified public accountant in this State who is approved by the Office;

(m) Pay the cost of the audit required by paragraph (l);

(n) Enter into an agreement with the governing body of the city or county in which the qualified project is located that:

(1) Requires the lead participant to pay the cost of any engineering or design work necessary to determine the cost of infrastructure improvements required to be made by the governing body pursuant to an economic development financing proposal approved pursuant to NRS 360.990; and

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(2) Requires the lead participant to seek reimbursement for any costs paid by the lead participant pursuant to subparagraph (1) from the proceeds of bonds of the State of Nevada issued pursuant to NRS 360.991; and

(o) Meet any other requirements prescribed by the Office.

(p) Enter into an agreement with the governing body of the city or county in which the qualified project is located that:

(1) Requires the lead participant to make payments to the county or city in which the qualified project is located to defray, in whole or in part, the cost of local governmental services and infrastructure servicing the project during the term of the use of any money pledged pursuant to NRS 271B.070. The agreement must specify the amount to be paid by the owner of the property interest, which may be stated as a specified amount per year or as an amount based upon any formula upon which the municipality and owner agree.

(q) Enter into an agreement with the governing body of a fire district in which the qualified project is located that:

(1) Requires the lead participant to make payments to the fire district in which the qualified project is located to defray, in whole or in part, for the cost of local governmental services and infrastructure servicing the project during the term of the use of any money pledged pursuant to NRS 271B.070. The agreement must specify the amount to be paid by the owner of the property interest, which may be stated as a specified amount per year or as an amount based upon any formula upon which the municipality and owner agree.

~~[3-]~~ 4. An application submitted pursuant to subsection ~~[2]~~ 3 must include:

(a) A detailed description of the project, including a description of the common purpose or business endeavor in which the participants in the project are engaged;

(b) A detailed description of the location of the project, including a precise description of the geographic boundaries of the project site;

(c) The name and business address of each participant in the project, which must be an address in this State;

(d) A detailed description of the plan by which the participants in the project intend to comply with the requirement that the participants collectively make a total new capital investment of at least \$3.5 billion in this State in the 10-year period immediately following approval of the application;

(e) A copy of a signed agreement with the governing board of the county or city, and with the fire district in which the qualified project is located to negotiate an agreement pursuant to subsection (3)(n), subsection (3)(p), and subsection (3)(q) above before the contract for the qualified project is approved by the Office;

~~[(e)]~~ (f) If the application includes one or more abatements, an agreement executed by the Office with the lead participant in the project not later than 1 year after the date on which the application was received by the Office which:

(1) Complies with the requirements of NRS 360.755;

(2) States that the project will, after the date on which a certificate of eligibility for the abatement is approved pursuant to NRS 360.965, continue in operation in this State for a period specified by the Office; and

(3) Binds successors in interest of the lead participant for the specified period; and

~~[(f)]~~ (g) Any other information required by the Office.

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~~[4.]~~ 5. For an employee to be considered a resident of Nevada for the purposes of this section, each participant in the project must maintain the following documents in the personnel file of the employee:

(a) A copy of the current and valid Nevada driver's license of the employee or a current and valid identification card for the employee issued by the Department of Motor Vehicles;

(b) If the employee is a registered owner of one or more motor vehicles in Nevada, a copy of the current motor vehicle registration of at least one of those vehicles;

(c) Proof that the employee is employed full-time and scheduled to work for an average minimum of 30 hours per week; and

(d) Proof that the employee is offered coverage under a plan of **health insurance** provided by his or her employer.

~~[5.]~~ 6. For the purpose of obtaining from the Executive Director of the Office any waiver of the requirement set forth in paragraph (k) of subsection ~~[2.]~~ 3, the lead participant in the project must submit to the Executive Director of the Office written documentation of the efforts to meet the requirement and documented proof that an insufficient number of Nevada residents is available and qualified for employment.

~~[6.]~~ 7. The Executive Director of the Office shall make available to the public and post on the Internet website for the Office:

(a) Any request for a waiver of the requirements set forth in paragraph (k) of subsection ~~[2.]~~ 3; and

(b) Any approval of such a request for a waiver that is granted by the Executive Director of the Office.

~~[7.]~~ 8. The Executive Director of the Office shall post a request for a waiver of the requirements set forth in paragraph (k) of subsection ~~[2.]~~ 3 on the Internet website of the Office within 3 days after receiving the request and shall keep the request posted on the Internet website for not less than 5 days. The Executive Director of the Office shall ensure that the Internet website allows members of the public to post comments regarding the request.

~~[8.]~~ 9. The Executive Director of the Office shall consider any comments posted on the Internet website concerning any request for a waiver of the requirements set forth in paragraph (k) of subsection ~~[2.]~~ 3 before making a decision regarding whether to approve the request. If the Executive Director of the Office approves the request for a waiver, the Executive Director of the Office must post the approval on the Internet website of the Office within 3 days and ensure that the Internet website allows members of the public to post comments regarding the approval.

~~[9.]~~ 10. If an applicant for one or more abatements pursuant to this section fails to execute the agreement described in paragraph ~~[(e)]~~ (f) of subsection ~~[3.]~~ 4 within 1 year after the date on which the application was received by the Office, the applicant shall not be approved for an abatement pursuant to this section unless the applicant submits a new application.

(Added to NRS by 2014, 28th Special Session, 13; A 2017, 3802; 2021, 2307)

NRS 360.950 Consideration of application by Office of Economic Development; public meeting required; requirements for notice of public meeting; approval of application; submission of information to Office; confidentiality of information contained in application. [Effective through June 30, 2036.]

1. If the Office of Economic Development receives an application pursuant to NRS 360.945, the Office:

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(a) Shall not consider the application unless the Office has ~~requested~~ received a letter of acknowledgment of the request for an abatement from any county, fire district, school district, city or town which the Office determines may experience a direct economic effect as a result of the abatement.

(b) Shall not take any action on the application unless the Office takes that action at a public meeting conducted for that purpose.

(c) Shall, at least 30 days before any public meeting conducted for the purpose of taking any action on the application, provide notice of the application and the date, time and location of the public meeting at which the Office will consider the application to:

- (1) Each participant in the project;
- (2) The Department;
- (3) The Nevada Gaming Control Board;
- (4) The governing body of the county, fire district, the board of trustees of the school district and the governing body of the city or town, if any, in which the project will be located;
- (5) The governing body of any other political subdivision that the Office determines could experience a direct economic effect as a result of the abatement; and
- (6) The general public.

2. The date of the public meeting to consider an application submitted pursuant to NRS 360.945 must be not later than 60 days after the date on which the Office receives the completed application.

3. The Office shall approve an application submitted pursuant to NRS 360.945 if the Office finds that the project is a qualified project. The Office shall issue a decision on the application not later than 30 days after the conclusion of the public meeting on the application.

4. The lead participant in a qualified project shall submit all accountings and other required information to the Office and the Department not later than 30 days after a date specified in the decision issued by the Office. If the Office or the Department determines that information submitted pursuant to this subsection is incomplete, the lead participant shall, not later than 30 days after receiving notice that the information is incomplete, provide to the Office or the Department, as applicable, all additional information required by the Office or the Department.

5. Until the Office of Economic Development provides notice of the application and the public meeting pursuant to paragraph (c) of subsection 1, the information contained in the application provided to the Office of Economic Development:

- (a) Is confidential proprietary information of the business;
- (b) Is not a public record; and
- (c) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development, and who is not an officer of the county, city, and fire district in which the qualified project is located and who has signed and is subject to a non-disclosure agreement, unless the lead participant consents to the disclosure.

6. After the Office provides notice of the application and the public meeting pursuant to paragraph (c) of subsection 1:

- (a) The application is a public record; and
- (b) Upon request by any person, the Executive Director of the Office shall disclose the application to the person who made the request, except for any information in the application that is protected from disclosure pursuant to subsection 7.

7. Before the Executive Director of the Office discloses the application to the public, the lead participant may submit a request to the Executive Director of the Office to protect from disclosure

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any information in the application which, under generally accepted business practices, would be considered a trade secret or other confidential proprietary information of the business. After consulting with the business, the Executive Director of the Office shall determine whether to protect the information from disclosure. The decision of the Executive Director of the Office is final and is not subject to judicial review. If the Executive Director of the Office determines to protect the information from disclosure, the protected information:

- (a) Is confidential proprietary information of the business;
- (b) Is not a public record;
- (c) Must be redacted by the Executive Director of the Office from any copy of the application that is disclosed to the public; and
- (d) Must not be disclosed to any person who is not an officer or employee of the Office of Economic Development and who is not an officer of the county, city, or fire district in which the qualified project is located and who has signed and is subject to a non-disclosure agreement, unless the lead participant consents to the disclosure.

8. No less than 15 calendar days prior to approval of the application, the Office shall allow a representative from the governing board of the county or city and a representative of the governing board of the fire district in which the project is located to provide written comment and engage directly with the Office regarding the application.

9. The county, city, or fire district in which the qualified project is located shall designate one or more officials, and those officials shall be permitted to comment and engage directly with the GOED Board of Directors throughout the entire discussion about the application for the qualified project.

10. The county, city, or fire district in which the qualified project is located shall each be given one vote on the GOED Board of Directors on the matter involving the application. The voting designee for the county or city shall be a member of the governing board of the county or city, and the voting designee for the fire district shall be a member of the governing board of the fire district in which the qualified project will be located.

(Added to NRS by 2014, 28th Special Session, 15)

NRS 360.955 Approval of application for certificate of eligibility for transferable tax credits; issuance of certificate; computation of amount of transferable tax credits which may be approved for qualified project. [Effective through June 30, 2036.]

1. If the Office of Economic Development approves an application for a certificate of eligibility for transferable tax credits submitted pursuant to paragraph (a) of subsection 1 of NRS 360.945, the Office shall immediately forward a copy of the certificate of eligibility which identifies the estimated amount of the tax credits available pursuant to this section to:

- (a) The lead participant in the qualified project;
- (b) The Department; ~~and~~
- (c) The governing board of the county or city in which project will be located; and
- ~~(e)~~ (d) The Nevada Gaming Control Board.

2. Within 14 business days after receipt of an audit provided by the lead participant in the qualified project pursuant to paragraph (l) of subsection ~~2~~ 3 of NRS 360.945 and any other accountings or other information required by the Office, the Office shall determine whether to certify the audit and make a final determination of whether a certificate of transferable tax credits will be issued. If the Office certifies the audit and determines that all other requirements for the transferable tax credits have been met, the Office shall notify the lead participant in the qualified

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project that the transferable tax credits will be issued. Within 30 days after the receipt of the notice, the lead participant in the qualified project shall make an irrevocable declaration of the amount of transferable tax credits that will be applied to each fee or tax set forth in subparagraphs (1), (2) and (3) of paragraph (a) of subsection 1 of NRS 360.945, thereby accounting for all of the credits which will be issued. Upon receipt of the declaration, the Office shall issue to the lead participant a certificate of transferable tax credits in the amount approved by the Office for the fees or taxes included in the declaration. The lead participant shall notify the Department upon transferring any of the transferable tax credits. The Office shall notify the Department and the Nevada Gaming Control Board of all transferable tax credits issued, segregated by each fee or tax set forth in subparagraphs (1), (2) and (3) of paragraph (a) of subsection 1 of NRS 360.945. The Department shall notify the Office and the Nevada Gaming Control Board of the amount of any transferable tax credits transferred.

3. A qualified project may be approved for a certificate of eligibility for transferable tax credits:

(a) In the amount of \$12,500 for each qualified employee, up to a maximum of 6,000 qualified employees.

(b) In an amount equal to 5 percent of the first \$1 billion of new capital investment in this State made collectively by the participants in the qualified project.

(c) In an amount equal to 2.8 percent of the next \$2.5 billion of new capital investment in this State made collectively by the participants in the qualified project.

4. For the purpose of computing the amount of transferable tax credits for which a qualified project is eligible pursuant to paragraph (a) of subsection 3:

(a) Each qualified employee must be:

(1) Employed by a participant at the site of the qualified project.

(2) Employed full-time and scheduled to work for an average minimum of 30 hours per week.

(3) Employed for at least the last 3 consecutive months of the fiscal year.

(4) Offered coverage under a plan of health insurance provided by his or her employer.

(b) The wages for federal income tax purposes reported or required to be reported on Form W-2 of the qualified employees of the qualified project must be paid at an average rate of \$22 per hour.

(c) An employee engaged solely in the construction of the qualified project is deemed not to be a qualified employee.

(Added to NRS by 2014, 28th Special Session, 17)

NRS 360.960 Limitations on amounts of transferable tax credits which may be issued by Office of Economic Development. [Effective through June 30, 2036.]

1. Except as otherwise provided in this section, the Office of Economic Development shall not approve transferable tax credits:

(a) For Fiscal Year 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021 or 2021-2022, if approval of the transferable tax credits would cause the total amount of transferable tax credits issued pursuant to NRS 360.900 to 360.975, inclusive, in that Fiscal Year to exceed \$45,000,000.

(b) For a fiscal year beginning on or after July 1, 2022.

2. The total amount of transferable tax credits issued pursuant to NRS 360.900 to 360.975, inclusive, to all qualified projects in this State must not exceed \$195,000,000.

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3. If in any fiscal year the Office does not approve an amount of transferable tax credits equal to the total amount authorized by paragraph (a) or (b) of subsection 1, the remaining amount of transferable tax credits must be carried forward and made available for approval during subsequent fiscal years ending on or before June 30, 2022.

4. Each transferable tax credit issued pursuant to NRS 360.900 to 360.975, inclusive, expires 4 years after the date on which the transferable tax credit is issued to the lead participant. A transferable tax credit issued pursuant to NRS 360.900 to 360.975, inclusive, may be transferred only once.

(Added to NRS by 2014, 28th Special Session, 18)

NRS 360.965 Approval of application for abatement of taxes; duration of abatement; issuance of document certifying abatement of sales and use taxes. [Effective through June 30, 2036.]

1. If the Office of Economic Development approves an application for an abatement of property taxes, employer excise taxes or local sales and use taxes submitted pursuant to paragraph (b) of subsection 1 of NRS 360.945, the Office shall immediately forward a certificate of eligibility for the abatement of the taxes described in that paragraph to:

- (a) The Department;
- (b) The Nevada Tax Commission; and
- (c) The county treasurer of the county in which the qualified project will be located.

2. The abatement for the lead participant in the qualified project must:

(a) For property taxes, be for a duration of not more than 10 years after the date on which the application is submitted and in an amount that equals the amount of the property taxes that would otherwise be owed by each participant for the qualified project;

(b) For employer excise taxes, be for a duration of not more than 10 years after the date on which the application is submitted and in an amount that equals the amount of the employer excise taxes that would otherwise be owed by each participant for employees employed by the participant for the qualified project; and

(c) For local sales and use tax, be for a duration of not more than 20 years after the date on which the application is submitted and in an amount that equals the amount of the local sales and use taxes that would otherwise be owed by each participant in the qualified project.

3. If the Office approves an abatement of local sales and use taxes, the Office shall issue to the lead participant in the qualified project a document certifying the abatement which can be presented to retailers at the time of sale. The document must clearly state the rate of sales and use taxes which the purchaser is required to pay in the county in which the abatement is effective.

4. If the Office of Economic Development approves an application for an abatement of property taxes, employer excise taxes or local sales and use taxes submitted pursuant to paragraph (b) of subsection 1 of NRS 360.945, the abatement shall take effect upon the date of the final approval by the Office of Economic Development and may not be applied to any previous fiscal year.

(Added to NRS by 2014, 28th Special Session, 18)

NRS 360.970 Duty of lead participant to provide records to verify eligibility for transferable tax credits and abatements of taxes; repayment of tax credits to which lead participant is not entitled; **repayment of amount of taxes abated if qualified project becomes ineligible or ceases operation. [Effective through June 30, 2036.]**

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

1. The lead participant in a qualified project shall, upon the request of the Office of Economic Development, furnish the Office with copies of all records necessary to verify that the qualified project meets the eligibility requirements for any transferable tax credits issued pursuant to NRS 360.955 and the abatement of any taxes pursuant to NRS 360.965.

2. The lead participant shall repay to the Department or the Nevada Gaming Control Board, as applicable, any portion of the transferable tax credits to which the lead participant is not entitled if:

(a) The participants in the qualified project collectively fail to make the investment in this State necessary to support the determination by the Executive Director of the Office of Economic Development that the project is a qualified project;

(b) The participants in the qualified project collectively fail to employ the number of qualified employees identified in the certificate of eligibility approved for the qualified project;

(c) The lead participant submits any false statement, representation or certification in any document submitted for the purpose of obtaining transferable tax credits; or

(d) The lead participant otherwise becomes ineligible for transferable tax credits after receiving the transferable tax credits pursuant to NRS 360.900 to 360.975, inclusive.

3. Transferable tax credits purchased in good faith are not subject to forfeiture unless the transferee submitted fraudulent information in connection with the purchase.

4. Notwithstanding any provision of this chapter or chapter 361 of NRS, if the lead participant in a qualified project for which an abatement has been approved pursuant to NRS 360.965 and is in effect:

(a) Fails to meet the requirements for eligibility pursuant to that section; or

(b) Ceases operation before the time specified in the agreement described in paragraph (e) of subsection ~~3~~ 4 of NRS 360.945,

↪ the lead participant shall repay to the Department or, if the abatement is from the property tax imposed by chapter 361 of NRS, to the appropriate county treasurer, the amount of the abatement that was allowed to the lead participant pursuant to NRS 360.965 before the failure of the lead participant to meet the requirements for eligibility. Except as otherwise provided in NRS 360.232 and 360.320, the lead participant shall, in addition to the amount of the abatement required to be repaid by the lead participant pursuant to this subsection, pay interest on the amount due from the lead participant at the rate most recently established pursuant to NRS 99.040 for each month, or portion thereof, from the last day of the month following the period for which the payment would have been made had the abatement not been approved until the date of payment of the tax.

((Note...Check that this is not for only the first five years of the abatement period. It should be for the entire ten year period for property tax. Discuss other costs and subtractions here... What about bonding, etc.? Checking NRS NAC. Workshop discussion...))

5. The Secretary of State may, upon application by the Executive Director of the Office, revoke or suspend the state business license of the lead participant in a qualified project which is required to repay any portion of transferable tax credits pursuant to subsection 2 or the amount of any abatement pursuant to subsection 4 and which the Office determines is not in compliance with the provisions of this section governing repayment. If the state business license of the lead participant in a qualified project is suspended or revoked pursuant to this subsection, the Secretary of State shall provide written notice of the action to the lead participant. The Secretary of State shall not reinstate a state business license suspended pursuant to this subsection or issue a new

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state business license to the lead participant whose state business license has been revoked pursuant to this subsection unless the Executive Director of the Office provides proof satisfactory to the Secretary of State that the lead participant is in compliance with the requirements of this section governing repayment.

(Added to NRS by 2014, 28th Special Session, 19)

NRS 360.975 Duty of Office of Economic Development to prepare and submit certain reports; content of reports. [Effective through June 30, 2036.]

1. The Office of Economic Development shall, on or before October 1 of each year, prepare and submit to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature an annual report which includes:

(a) For the immediately preceding fiscal year:

- (1) The number of applications submitted pursuant to NRS 360.945;
- (2) The number of qualified projects for which an application was approved;
- (3) The amount **of transferable tax credits approved**;
- (4) The amount of transferable tax credits used;
- (5) The amount of transferable tax credits transferred;
- (6) The amount of transferable tax credits taken against each allowable fee or tax, including the actual amount used and outstanding, in total and for each qualified project;
- (7) The number of abatements approved;
- (8) The dollar amount of the abatements;
- (9) The number of employees engaged in construction of each qualified project who are residents of Nevada and the number of employees employed by each participant in a qualified project who are residents of Nevada;

(10) The number of qualified employees employed by each participant in a qualified project and the total amount of wages paid to those persons; and

(11) For each qualified project, an assessment of whether the participants in the qualified project are making satisfactory progress towards meeting the investment requirements necessary to support the determination by the Office that the project is a qualified project.

(b) **For each abatement from taxation that the Office approved during the fiscal years which are 3 fiscal years, 6 fiscal years,** 10 fiscal years and 20 fiscal years immediately preceding the submission of the report:

- (1) The dollar amount of the abatement;
- (2) The value of infrastructure included as an incentive for the qualified project;
- (3) The economic sector in which each participant in the qualified project operates, the number of primary jobs related to the qualified project, the average wage paid to employees employed by the participants in the qualified project and the assessed values of personal property and real property of the qualified project; and
- (4) Any other information that the Office determines to be useful.

2. Except as otherwise provided in subsection 3, in addition to the annual reports required to be prepared and submitted pursuant to subsection 1, for the period beginning on July 1, 2017, and ending on June 30, 2024, the Office shall, not less frequently than every 6 months, prepare and submit to the Governor and the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report which includes, for the immediately preceding 6 months:

(a) The dollar amount of the abatements approved for the lead participant in each qualified project;

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(b) The number of employees engaged in construction of each qualified project who are residents of Nevada and the number of employees employed by each participant in each qualified project who are residents of Nevada;

(c) The number of qualified employees employed by each participant in each qualified project and the total amount of wages paid to those persons;

(d) For each qualified project an assessment of whether the participants in the qualified project are making satisfactory progress towards meeting the investment requirements necessary to support the determination by the Office that the project is a qualified project; and

(e) Any other information requested by the Legislature.

3. The Office is not required to prepare and submit the report required by subsection 2 if, within 75 days after the end of the period covered by the report:

(a) The Office receives an audit of the participants in the project for the period that would have been covered by the report; and

(b) That audit contains the information required to be included in the report pursuant to paragraphs (a) to (d), inclusive, of subsection 2.

4. In addition to the reports required to be prepared and submitted pursuant to subsections 1 and 2, the Office shall, upon request, make available to the Legislature any information concerning a qualified project or any participant in a qualified project. The Office shall make available any information requested pursuant to this subsection within the period specified in the request.

5. The Office shall provide to the Fiscal Analysis Division of the Legislative Counsel Bureau a copy of any agreement entered into by the Office and the lead participant not later than 30 days after the agreement is executed.

6. Notwithstanding the provisions of any other specific statute, the information requested by the Legislature pursuant to this section may include information considered confidential for other purposes. If such confidential information is requested, the Office shall make the information available to the Fiscal Analysis Division of the Legislative Counsel Bureau for confidential examination.

(Added to NRS by 2014, 28th Special Session, 20; A 2017, 191)

NRS 360.980 Governing body of county or city authorized to grant abatements of permitting fees or licensing fees to participants in qualified project located in county or city. [Effective through June 30, 2036.]

1. For the purpose of encouraging local economic development, the governing body of a city, ~~for~~ county, or fire district in which a qualified project is located may grant to any participant in a qualified project an abatement of all or any percentage of the amount of any permitting fee or licensing fee which the local government is authorized to impose or charge pursuant to chapter 244 or 268 of NRS.

2. Before granting any abatement pursuant to subsection 1, the governing body of the city, ~~for~~ county, or fire district must provide by ordinance for a pilot project for granting abatements to participants in a qualified project.

3. A governing body of a city, ~~for~~ county, or fire district that grants an abatement pursuant to subsection 1 shall, on or before October 1 of each year in which such an abatement is granted, prepare and submit to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature an annual report which includes, for the immediately preceding fiscal year:

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(a) The number of qualified projects located within the jurisdiction of the governing body for which a certificate of eligibility for transferable tax credits was approved;

(b) If applicable, the number and dollar amount of the abatements granted by the governing body pursuant to subsection 1; and

(c) The number of persons within the jurisdiction of the governing body that were employed by each participant in a qualified project and the amount of wages paid to those persons.

(Added to NRS by 2014, 28th Special Session, 22)

...

INFRASTRUCTURE FOR QUALIFIED PROJECTS

NRS 360.981 Definitions. As used in NRS 360.981 to 360.992, inclusive, unless the context otherwise requires, the words and terms defined in NRS 360.982 to 360.988, inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.982 “Economic development financing agreement” defined. “Economic development financing agreement” means an economic development financing proposal that is approved by the Executive Director of the Office pursuant to NRS 360.990.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.983 “Economic development financing proposal” defined. “Economic development financing proposal” means an economic development financing proposal submitted to the Office by the governing body of a local government pursuant to NRS 360.989.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.984 “Infrastructure project” defined. “Infrastructure project” includes, without limitation, a drainage project, an electrical project, a rail project, a sanitary sewer project, a transportation project, a fire protection project, a wastewater project and a water project.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.985 “Lead participant” defined. “Lead participant” means a lead participant as that term is defined in NRS 360.883 or 360.915.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.986 “Local government” defined. “Local government” means a city or a county.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.987 “Office” defined. “Office” means the Office of Economic Development created by NRS 231.043.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.988 “Qualified project” defined. “Qualified project” means a qualified project as that term is defined in NRS 360.888 or 360.940.

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(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.989 Submittal and contents of economic development financing proposal.

1. If the governing body of a local government:
 - (a) Receives notice that a qualified project is or will be located within the jurisdiction of the local government; and
 - (b) Determines that there is a need to finance infrastructure projects within the jurisdiction of the local government to support the development of the qualified project,
↳ the governing body may prepare and submit to the Office for approval an economic development financing proposal pursuant to which the infrastructure projects identified in the proposal would be financed from the proceeds of bonds, securities or other indebtedness issued by the State of Nevada.
2. An economic development financing proposal submitted pursuant to subsection 1:
 - (a) May include, without limitation, provisions for the financing of one or more infrastructure projects;
 - (b) Must include the creation of one or more districts or areas by the local government pursuant to chapters 271, 271A and 278C of NRS and the pledge of revenue from such districts or areas for the repayment of any bonds, securities or other indebtedness issued by the State of Nevada to finance the projects; and
 - (c) Must include such other provisions and information as may be required by the Office.

(Added to NRS by 2015, 29th Special Session, 29)

NRS 360.990 Approval of economic development financing proposal.

1. Upon receipt of an economic development financing proposal, the Office shall:
 - (a) Request from the State Treasurer a determination of the capacity available under the State's debt limit; and
 - (b) In consultation with any person or entity the Office determines is appropriate, review the proposal. The Office may request any additional information from the governing body as it determines is necessary to evaluate the proposal.
2. Except as otherwise provided in paragraph (c) of subsection 3, the Office shall approve, approve and modify, or reject any economic development financing proposal within 45 days after receiving the completed proposal.
3. The Executive Director of the Office may approve an economic development financing proposal only if:
 - (a) The proposal includes such provisions as the Executive Director of the Office determines are necessary to ensure that:
 - (1) The Office will enter into one or more agreements with the local government pursuant to which the Office will administer any districts or areas which are or may be created for the purpose of carrying out the infrastructure projects identified in the proposal, including, without limitation, any district or area created pursuant to chapters 271, 271A and 278C of NRS;
 - (2) The proceeds of any bonds, securities or other indebtedness issued pursuant to NRS 360.991 will be allocated to the Office for the purpose of providing financing for the infrastructure projects identified in the proposal;
 - (3) The revenues from any districts or areas created for the purpose of financing the infrastructure projects identified in the proposal will be pledged for the repayment of any bonds, securities or other indebtedness issued pursuant to NRS 360.991; and

Materials contained herein are in draft discussion form, and they are subject to board workshop discussion and action, and legal review.

(4) Notwithstanding any other provision of law, if the revenues from any districts or areas created for the purpose of financing the infrastructure projects identified in the proposal which are pledged for the repayment of the general obligation bonds of the State issued pursuant to NRS 360.991 are insufficient to pay any sums coming due on the bonds, before such sums are paid from the State General Fund, **the local government that created the districts or areas shall promptly pay such sums to the extent of the money available in the uncommitted balance of the general fund of the local government.** If the money available in the uncommitted balance of the general fund of the local government is insufficient to pay the sums coming due on the bonds and if, pursuant to subsection 4 of NRS 360.893, the Executive Director of the Office of Economic Development required the lead participant to pay money into a trust fund in the State Treasury, the money in the trust fund, including any interest and income earned on the money during **the time it was in the trust fund, must be used to pay sums coming due on the bonds.** If the amount of money in the trust fund is insufficient to pay the sums coming due on the bonds, the remainder of such sums must be paid in accordance with the State Securities Law. The payment of any sums by a local government pursuant to this subparagraph is not secured by a pledge of the taxing power of the local government. **For the purposes of this subparagraph the uncommitted balance of the general fund of a local government is the uncommitted balance as determined by the Department of Taxation.**

(b) The Executive Director of the Office makes a finding, which shall be conclusive, that the revenues pledged as provided in subparagraph (3) of paragraph (a) will be sufficient, together with any capitalized interest, to fully repay any bonds, securities or other indebtedness issued pursuant to NRS 360.991.

(c) For a proposal submitted on or after July 1, 2017, the Office submits the proposal to and obtains the approval of the Legislature or the Interim Finance Committee if the Legislature is not in session.

4. In addition to the agreements described in subparagraph (1) of paragraph (a) of subsection 3, the Office may enter into one or more cooperative agreements with any state or local agency which the Office determines is necessary to carry out an economic development financing proposal approved pursuant to this section.

5. If the Office approves an economic development financing proposal, the Office shall provide notice and a copy of the decision approving the proposal to the governing body of the local government and the State Board of Finance.

(Added to NRS by 2015, 29th Special Session, 30; A 2017, 3805)

NRS 360.991 Issuance of general obligation bonds of State of Nevada to finance infrastructure projects identified in economic development financing agreement; limitation on amount of bonds; proceeds allocated to Office of Economic Development.

1. As soon as practicable after receiving notice from the Office that it has approved an economic development financing agreement, **the State Board of Finance shall issue general obligation bonds of the State of Nevada to finance the infrastructure projects identified in the economic development financing agreement.** The provisions of the State Securities Law contained in chapter 349 of NRS apply to the issuance of bonds pursuant to this section. The State Board of Finance shall issue the bonds in the amount set forth in the economic development financing agreement but shall not issue bonds in an amount that exceeds \$175,000,000 for each economic development financing agreement or have outstanding at any time bonds issued pursuant to this section in an amount that exceeds \$200,000,000. Before any bonds may be issued pursuant to this section, the lead participant in the qualified project must provide adequate security that the lead

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participant will carry out the qualified project. The security may consist of one or more performance bonds or similar documents, actual expenditures on the qualified project, commitments to make such expenditures, a lien for special assessments pursuant to chapter 271 of NRS or other security deemed appropriate by the Executive Director of the Office in consultation with the Office of the State Treasurer. A commitment to make an expenditure may be conditioned upon the issuance of bonds pursuant to this section but may not be subject to any other conditions.

2. The proceeds of any bonds issued pursuant to subsection 1 must be allocated to the Office in the manner prescribed by the economic development financing agreement.

(Added to NRS by 2015, 29th Special Session, 31; A 2017, 3806)

NRS 360.992 Expedited determination of water rights in area of qualified project. [Effective through June 30, 2036.]

1. If the Executive Director of the Office determines that a qualified project is an economic development priority of the State and that an expedited determination of water rights in the area in which the qualified project is located is necessary, the Executive Director of the Office may provide notice of his or her determinations to the State Engineer.

2. Upon receipt of the notice described in subsection 1, the State Engineer may expedite action on any application for a permit to change the point of diversion, place of use or manner of use of an existing water right to which the notice pertains.

3. Notwithstanding any other provision of law to the contrary, if an application for a permit which is subject to the expedited process authorized by subsection 2 involves a change of the point of diversion, place of use or manner of use of an existing water right which lies within a basin that shares a unique and close hydrological connection to another basin or basins and is managed jointly as a single source and supply of water with the other basin or basins pursuant to a ruling of the State Engineer made before December 19, 2015, any action taken by the State Engineer with regard to the application or any permit issued as a result of the approval of the application is subject to protest and appeal only by a person who holds a water right in such a basin or basins or the owner of a domestic well in such a basin or basins.

(Added to NRS by 2015, 29th Special Session, 55; A 2015, 29th Special Session, 56)



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/6/2024 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. Applied Staffing Solutions LLC – Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
- B. Cheryl’s Country Cottage – Home Based / 2300 Enterprise Rd. ~ Reno, NV
- C. Delta Dirtwork – Contractor / 1300 Starview Cir. ~ Reno, NV
- D. Goetl – Contractor / 5330 S. Durango Ste 100 ~ Las Vegas, NV
- E. Jaxan Electric – Contractor / 6041 McLeod Dr. ~ Las Vegas, NV
- F. Lacy J Dalton Productions LLC – Home Based / 820 Cartwright Rd. ~ Reno, NV
- G. Lake Tahoe Overlanding – Home Based / 300 Eagle View Trl. ~ Dayton, NV
- H. Lost in Time Ranch Art – Home Based / 2380 Wildrose Rd. ~ Reno, NV
- I. Nextek Construction Inc. - Contractor / 890 Patriot Blvd. Ste. E ~ Reno, NV
- J. Pavement Recycling Systems Inc. – Contractor / 10240 San Sevaine Way ~ Jurupa Valley, CA
- K. SGS Silver State Analytical Laboratories Inc. – Out of County / 3626 E. Sunset Rd. Ste. 100 ~ Las Vegas, nv
- L. Simpson Gumpertz & Heger Inc. – Professional / 480 Totten Pond Rd. ~ Waltham, MA
- M. Site Services of Nevada LLC – Out of County / 100 Sunshine Ln. ~ Reno, NV
- N. Sun Mountain Hideaway – Home Based / 81 S. B St. ~ Virginia City, NV
- O. Tesla Inc. – General / 2777 USA Parkway Ste. 101 ~ McCarran, NV
- P. The Kitchen Sink Bakery & Rotisserie - General / 32 N. C St. ~ Virginia City, NV
- Q. TVC – Out of County / 150 Brantingham Ct. ~ Dayton, NV
- R. West Springs Heating & Air Conditioning LLC – Contractor / 565 Valle Verde Dr. ~ Sparks, NV
- S. WTR Electric Inc. – Contractor / 1655 C St. ~ Sparks, NV

• **Recommended motion:** Approval

• **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 775-847-0966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to

the new business license holder.

- **Supporting Materials:** See Attachments
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

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

July 25, 2024
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 06, 2024**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Applied Staffing Solutions LLC** – Out of County / 449 S. Virginia St. 4th Fl. ~ Reno, NV
- B. Cheryl's Country Cottage** – Home Based / 2300 Enterprise Rd. ~ Reno, NV
- C. Delta Dirtwork** – Contractor / 1300 Starview Cir. ~ Reno, NV
- D. Goettl** – Contractor / 5330 S. Durango Ste 100 ~ Las Vegas, NV
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Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office