



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

11/19/2024 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

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

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

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Health 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 November 19, 2024, meeting.

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

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

A. Carson Tahoe Electric - Contractor / 1985 E. Valley Rd. ~ Minden, NV

B. Food Cartel LLC - Food Truck / 1377 Jenny's Ln ~ Fernley, NV

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

Consideration and possible approval of proposed settlement agreement in the Mediation of Jerry Najera.

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

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

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

Consideration and possible approval for the County Manager to sign and approve the contract for UES to assist the County in closing out an open contamination case relating to the removal of the heating oil underground storage tank at Fire Station 71 with the Nevada Division of Environmental Protection (NDEP). Work under this contract will not exceed \$3,500.

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

Discussion and possible action regarding a declaration of support, ratification, and/or the submission of a revised bill draft request ("BDR") concerning the Nevada Commission for the Reconstruction of the V&T Railway Act of 1993, as amended, to the Legislative Counsel Bureau on behalf of, and/or by, Carson City for the 83rd (2025) Session of the Nevada Legislature, to direct the Nevada Legislature's Interim Committee on Growth and Infrastructure to conduct a comprehensive evaluation of the Nevada Commission for the Reconstruction of the V&T Railway.

12. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and possible direction to county staff and lobbyists regarding Storey County and Washoe County cooperating in a legislative bill enabling the transfer of approximately 6 acres of vacant land located at 10705 Lockwood Drive, situated approximately between Lockwood/Rainbow Bend and Interstate-80, for the primary purpose of residential development, and potentially the adjacent public park at 981 Lockwood Drive for the purpose of public recreation and floodwater capacity, from Washoe County to Storey County in accordance with Chapter 3 of the Storey County Master Plan.

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

14. DISCUSSION/FOR POSSIBLE ACTION:

For consideration and possible approval of the First reading for Off-Sale/On-Sale Liquor License. Applicant is Jin Joo Song, Hi Me Café, 5 North C Street, Virginia City, NV.

15. DISCUSSION/FOR POSSIBLE ACTION:

For consideration and possible approval of the First reading for Off-Sale/On-Sale Liquor License. Applicant is Yong Suk Ko, Lost Seoul Saloon, 5 North C Street, Virginia City, NV.

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

17. DISCUSSION ONLY:

Discussion of Master Plan proposed updates and amendments to Chapter 1 Introduction and Framework, Chapter 2 Themes and Principles, Chapter 3 Land Use, Chapter 4 Public Lands, Chapter 5 Population, Chapter 6 Housing, Chapter 7 Economic Development, Chapter 8 Transportation, Chapter 9 Public Services and Facilities, Chapter 10 Water and Natural Resources, and Chapter 11 Cultural and Historic Resources of the Storey County Master Plan, Master Plan maps and other related matters. Public Comment is encouraged and can be made in person at the meeting, by email to planning@storeycounty.org or by phone at 775.847.1144. Drafts of these chapters are posted at this link <https://www.storeycounty.org/728/MASTER-PLAN-Update-2024>.

18. DISCUSSION/FOR POSSIBLE ACTION:

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

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

For consideration and possible approval of business license second readings:

- A. Aztec's Concrete LLC - Contractor / 20906 White Rock Dr. ~ Reno, NV
- B. Blue Moon Estate Sales - Out of County / 5684 Leon Dr. ~ Sun Valley, NV
- C. CAD Pest Control - Out of County / 3545 Airway Dr. Ste. 106 ~ Reno, NV
- D. Carson Home Improvement - Contractor / 4318 Hidden Meadow Dr. ~ Carson City, NV
- E. CC's Designer Magnets & More - Home Based / 116 Martin Ln. ~ Dayton, NV
- F. C & C Facility Services LLC - Out of County / 307 Madison Ave. ~ Memphis, TN
- G. Central Power Systems & Services - General / 132 Megabyte Dr. ~ McCarran, NV
- H. Concrete Solutions, Inc. - Contractor / 4515 Balsam St. ~ Las Vegas, NV
- I. Fred L Johnson Construction - Contractor / 3000 Alcorn Rd. ~ Fallon, NV
- J. Galdarisi Heating & Air Conditioning LLC - Contractor / 4477 Reno Hwy ~ Fallon, NV
- K. Mann Built Construction LLC - Contractor / 33 N. Rainbow Dr. ~ Dayton, NV
- L. Mars Home of Northern Nevada - Out of County / 616 Westwinds Dr. ~ Dayton, NV
- M. R & J Painting LLC - Contractor / 445 Vista Grande Dr. ~ Sparks, NV
- N. RC Hunt Electric Inc. - Contractor / 1863 West Alexander St. ~ Salt Lake City, UT
- O. Redwood Electric Group - Contractor / 2775 Northwestern Pkwy ~ Santa Clara, CA
- P. Renewal by Andersen of Greater Nevada - Contractor / 5175 W. Diablo Dr. #110 ~ Las Vegas, NV
- Q. Sawdust Corner Steakhouse & Bakery - General / 18 S. C St. ~ Virginia City, NV
- R. Valeo North America, Inc. - General / 2625 USA Parkway ~ McCarran, NV

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

21. **CORRESPONDENCE/NO ACTION:**

Correspondence.

22. **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 11/14/2024; Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at: <https://www.storeycounty.org/agendacenter>

By *Drema Smith*

Drema Smith
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the November 19, 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: 11/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
 - A. Carson Tahoe Electric – Contractor / 1985 E. Valley Rd. ~ Minden, NV
 - B. Food Cartel LLC – Food Truck / 1377 Jenny’s Ln ~ Fernley, NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
- **Prepared by:** Ashley mead

Department: Community Development

Contact Number: 775-847-0966

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

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

November 6, 2024
Via Email

Fr: Ashley Mead

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

COMMISSIONERS Consent Agenda:

FIRST READINGS:

A. Carson Tahoe Electric – Contractor / 1985 E. Valley Rd. ~ Minden, NV

B. Food Cartel LLC – Food Truck / 1377 Jenny's Ln ~ Fernley, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of proposed settlement agreement in the Mediation of Jerry Najera.
- **Recommended motion:** In accordance with recommendation by staff, I (commissioner) motion to approve proposed settlement agreement as related to Jerry Najera.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Settlement agreement in compliance with mediation per Article 20 of the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO)
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **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

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is entered into between Storey County (“Employer”), on the one hand, and **JERRY NAJERA** (“Employee”), on the other hand. Both parties are referred to herein as the “Parties.”

1. **Recitals.**

1.1. Whereas, Employee was employed by Employer and performed services for the Employer as a Sheriff’s Deputy, starting on or about March 2020. The Parties agree that for purposes of this Agreement, Employee’s last day of employment with Employer was July 8, 2024, upon which date Employer accepted Employee’s resignation (the “Separation Date”). Employee was last employed as a Deputy Sheriff.

1.2. Whereas, on or about August 6, 2024, Employee submitted a grievance, through his privately retained counsel, alleging violations of Article 19 of the applicable Collective Bargaining Agreement (“CBA”) between Storey County, Nevada and the Storey County Sheriff’s Office Employees’ Association/Nevada Association of Police & Sheriff’s Officers (“NAPSO”) regarding certain aspects of his employment with Employer (“Grievance”).

1.3. Whereas, on or about August 20, 2024, Employer responded to Employee’s Grievance, denying that there is a factual or legal basis for Employee’s Grievance and advancing its legal defenses to the Grievance.

1.4. Whereas, on or about November 5, 2024, the Parties participated in a mediation supervised by the Federal Mediation and Conciliation Service for the purpose of seeking a resolution of the Grievance. Following several hours of negotiations, the Parties reached an agreement as to the general terms that would comprise the instant Agreement;

1.5. Whereas, Employer continues to deny that there is a factual or legal basis for the Grievance, and Employer contends it did not engage in any unlawful activity whatsoever or violate the terms of the applicable CBA in any manner as to Employee;

1.6. Whereas, the Parties desire to settle and resolve all claims, past, present and future, both known and unknown, that Employee may have or will have against Employer and all Released Parties (defined 4.1 below) arising out of or related to Employee’s employment with Employer and/or the Grievance.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to the Agreement agree as follows:

2. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission by Employer of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation. Employer specifically disclaims and denies any wrongdoing or liability to Employee.

3. **Consideration.** In consideration of Employee’s execution of and compliance with this Agreement, including but not limited to Employee’s waiver and general release of claims in **Paragraph 4** below, Employer agrees to pay Employee the gross sum of **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$13,500.00)** (“**Settlement Payment**”), in full satisfaction and final settlement of the matters encompassed by this Agreement.

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

3.1. **Timing of Settlement Payment.** Employer will pay the Settlement Payment within ten (10) business days after all of the following has occurred: (i) the Parties execute the Agreement; and (ii) counsel for Employer's receipt of a Form W-9 from Employee's counsel (the "**Due Date**"). The Settlement Payment shall be paid through one (1) check payable to "Dreher Law Client Trust Account", c/o Ron Dreher, Dreher Law, P.O. Box 6494, Reno, NV 89513. Employer will issue a Form 1099-MISC to Employee's counsel for this amount.

3.1.1. The Settlement Payment as set forth in this Paragraph is deemed timely delivered if deposited with U.S. Mail or other delivery service on or before the Due Date. Upon delivery of the Settlement Payment, Employer will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between any legal counsel that Employee may have retained and/or consulted relating to the Action, including but not limited to Dreher Law. By execution of the Agreement, Employee agrees to and authorizes the Settlement Payment to be made as set forth in this Paragraph.

3.2. **Separation of Employment.** The Parties agree and acknowledge that Employee's separation of employment from Employer shall be characterized as a voluntary resignation, and that Employer will characterize and reflect on applicable documentation that Employee voluntarily resigned his employment with Employer via resignation on or about July 8, 2024 and that such resignation was thereupon accepted by the Employer. Any and all inquiries concerning Employee's separation of employment shall strictly conform to the information set forth in Paragraph 8.1 set forth herein below.

3.3. **Tax Treatment.** Employee acknowledges and agrees that neither Employer nor any of its attorneys, officers, directors, employees, agents and representatives are providing tax or legal advice and make no representations regarding tax obligations or consequences, if any, related to any part of this Agreement. Employee further agrees that he will assume his own tax obligations or consequences which may arise from the Agreement, and he shall not seek any indemnification from Employer and/or any of its agents or employees in this regard, except to the extent that Employer incorrectly reports Employee's income to appropriate governmental entities. The Parties further acknowledge that each has the right to seek tax advice and to review this Agreement with a tax attorney or tax consultant, prior to signing.

4. **Employee's Consideration for Waiver of Claims and General Release.**

4.1. In consideration for the payments and undertakings described in this Agreement, Employee releases and waives *any and all claims* that Employee might possibly have against Employer and the Released Parties (defined below), *whether Employee is aware of them or not*. In legal terms, this means that, Employee, individually and on behalf of his heirs, executors, representatives, administrators, agents, spouse, insurers, successors, affiliates, and assigns (collectively "Releasers"), does through this Agreement completely release and forever discharge the Storey County Sheriff's Office, Storey County, and all of their officers, representatives, board members, predecessors, successors, assigns, agents, directors, officers, employees, attorneys, accountants, divisions, subsidiaries, joint employers, co-employers, affiliates, and insurers (collectively "**Released Parties**"), from all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities, expenses (inclusive of attorneys' fees) of any kind whatsoever, and causes of action of any and every kind, nature and

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

character, known or unknown (collectively “**Released Claims**”), that Employee may now have, or has ever had, against the Released Parties, or any of them, arising out of, related to, or in any way connected with Employee’s application, hire, benefits, employment, resignation, discipline, or separation from employment with Employer by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Employee’s execution of this Agreement, including but not limited to, without limitation, any claim for (1) violation of any federal, state, or local statute, ordinance, or regulation relating to employment benefits or discrimination in employment, specifically including, without limitation, the United States Constitution, the Nevada Constitution, Nevada Revised Statutes Chapters 233, 281, 289, 608, and 613, the CBA as referenced herein above, Title VII of the Civil Rights Act of 1964 (Title VII), the Pregnancy Discrimination Act of 1978, the Civil Rights Act of 1991, 42 U.S.C. Section 1981, the National Labor Relations Act (NLRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the Age Discrimination in Employment Act (ADEA) and the Older Workers’ Benefit Protection Act (OWBPA), the Americans With Disabilities Act (ADA), the Employment Retirement Income Security Act (ERISA) (regarding unvested benefits), the Family and Medical Leave Act (FMLA), the Equal Pay Act, the Fair Labor Standards Act (FLSA), the Families First Coronavirus Response Act (FFCRA) and further including any regulation of any administrative agency or governmental authority relating to employment benefits, wage and hour laws, or discrimination, retaliation, and/or harassment in employment to the full extent permitted by law; (2) breach of oral, implied or written contract; (3) estoppel or reliance; (4) wrongful termination of employment; (5) breach of the implied covenant of good faith and fair dealing; (6) unfair business practices; (7) negligent or intentional infliction of mental or emotional distress; (8) defamation; (9) any non-statutory tort or contractual claim; (10) wages and/or benefits and/or penalties; (11) attorneys’ fees, and (12) indemnification rights Employee has against Employer. This release is not intended to encompass claims that cannot legally be released by private agreement, such as claims for workers’ compensation or unemployment benefits.

4.2. **Waiver of Unknown Claims.** Employee acknowledges and agrees that: The foregoing release is a general release of claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever, and is intended to encompass all known and unknown, foreseen, and unforeseen claims which he may have against Employer or the Releasees, or any of them, as of the moment he signs this Agreement, except for those claims which may arise out of the terms of this Agreement. Employee may hereafter discover facts different from or in addition to those which he now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of this Agreement, and he expressly agrees to assume the risk of the possible discovery of additional or different facts, and further agrees that this Agreement shall be and remain effective in all respects regardless of such additional or different facts. of any applicable state or federal law and the waiver of all rights and benefits thereunder.

4.3. Employee acknowledges and agrees that:

4.3.1. After the Separation Date, Employee warrants that he has not represented himself as being an employee, officer, agent, or representative of Employer for any purpose. Except as otherwise expressly set forth in this Agreement, the Separation Date is the employment termination date for Employee for all purposes, meaning Employee is not entitled to any further

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

compensation, monies, or other benefits from Employer, including coverage under any benefit plans or programs sponsored by Employer, as of the Separation Date.

4.3.2. Employee represents and warrants that he has not made any claims or allegations to Employer related to sexual harassment or sexual abuse, and that none of the payments set forth in this Agreement are related to claims of sexual harassment or sexual abuse.

4.3.3. Employee has been provided and/or has not been denied any leave or reasonable accommodation requested by him.

4.3.4. Employee is not aware of any ethical or compliance issues or violations on the Employer or its agents that have not been reported.

4.3.5. Before signing this Agreement, Employee warrants and represents that he has not filed (or asked anyone to file on her behalf) any administrative claim, lawsuit, arbitration, grievance, complaint, or charge arising from or related to the employment relationship or separation therefrom against Employer or any of the Released Parties (defined above in **Paragraph 4.1**). Employee agrees, on behalf of himself and his agents, spouse, children, heirs, successors, assigns, and affiliates that Employee will not make, assert, or maintain against Employer or any of the Released Parties, any claim, charge, demand, action, or suit arising out of or in connection with the matters herein released, on an individual or representative basis of any kind.

4.4. However, this general release and waiver of claims excludes, and Employee does not waive, release, or discharge: (i) claims that cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation; (ii) any right to file an unfair labor practice ("ULP") charge under the National Labor Relations Act ("NLRA") or participate or assist in proceedings before the National Labor Relations Board ("NLRB"); and (iv) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements.

4.5. This general release and waiver of claims also excludes, and Employee does not waive, release, or discharge: (i) the right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any Government Agencies about workplace conditions or a possible violation of law; and (ii) the right to seek or receive a monetary award from a government-administered whistleblower award program, except that Employee waives any right to monetary relief related to any administrative charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the Nevada Equal Rights Commission ("NERC"), or any state or local fair employment practices agency. "**Government Agencies**" means the Securities and Exchange Commission ("SEC"), the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state, or local governmental regulatory or law enforcement agency.

5. **Entire Compensation.** The Parties agree that the Settlement Payment constitutes the entire monetary consideration to which Employee is entitled under the Agreement and that Employee shall not seek any further compensation or consideration from Employer or any of the Released

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

Parties for any claimed damages, compensation, costs, or attorneys' fees in connection with the Action or any other claims encompassed and released by the Agreement.

6. **Knowing and Voluntary Acknowledgment.**

6.1. Employee has read this Agreement in its entirety and understands all of its terms;

6.2. **Option to Consult with Attorney.** By this Agreement, Employee is advised in writing to consult with an attorney of Employee's choosing before signing this Agreement;

6.3. Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions in this Agreement including, without limitation, the waiver, release, and covenants;

6.4. Employee is signing this Agreement, including the waiver and general release, in exchange for good and valuable consideration in addition to anything of value to which Employee is otherwise entitled;

7. **Effective Date.** This Agreement becomes effective on last date on which either Employee or Employer signs this Agreement ("Effective Date"). No payments due to Employee under this Agreement shall be made or begin before the Effective Date.

8. **No Rehire.** Employee agrees and acknowledges that due to the non-discriminatory and non-retaliatory circumstances unique to Employee's employment with Employer, Employee shall not be eligible for hire or re-hire with Employer or the Released Parties (as defined in **Paragraph 1 above**). Furthermore, neither Employer nor the Released Parties shall be liable for any damages now or in the future because one of them refuses to hire Employee, or because one of them refuses to employ him if he is unknowingly working for Employer or any of the Released Parties. By his signature below, Employee also acknowledges and agrees that nothing in this Paragraph presents any impediment or difficulty such that it prevents or restrains him from engaging in a lawful profession, trade, or business of any kind.

8.1. **Neutral Reference.** In exchange for the no rehire clause, Employer agrees to respond to all inquiries from prospective employers of Employee with a neutral reference consisting of: (1) Employee's dates of employment; and (2) Employee's job title.

9. **Confidentiality.**

9.1. Employee agrees that neither Employee nor any of Employee's agents shall, in any manner whatsoever, disclose, directly or indirectly, any information concerning the monetary terms and conditions of the Agreement, the fact that the Agreement was entered into, or the monetary proposals made during the negotiations that resulted in the Agreement to anyone, unless compelled by a process of law or by other necessity, such as tax reporting, provided that any such person to whom disclosure is made as a matter of necessity that the matter(s) disclosed are to be held in the strictest confidence and may not be disclosed to or discussed with any other person, except as compelled by law (via valid subpoena or otherwise) in sworn testimony in a valid legal proceeding.

9.2. The provisions of this Paragraph are effective as of the execution of the Agreement by Employee. To the extent that Employee has previously discussed any of topics in the preceding **Paragraph 9.1** with any person, Employee must inform them in writing within 24 hours that anything Employee has previously discussed with them concerning such topics must be held in

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

strictest confidence and may not be discussed with anyone for any purpose, except as compelled by law (via valid subpoena or otherwise) in sworn testimony in a valid legal proceeding.

9.3. Employee and his agents, representatives, and attorneys will not issue any public announcement or publication, or otherwise disclose the terms of this Agreement to any press, media, website, or any other service that reports litigation, verdicts, and/or settlements.

9.4. If Employee or Employee's agents breach any portion in **Paragraph 9**, Employee acknowledges that it will be impracticable or extremely difficult to determine the damages suffered by Employer. It is, therefore, agreed that in the event of such a breach by Employee, then Employee shall pay Employer the sum of One Thousand Dollars (\$1,000.00) per breach as liquidated damages, in addition to any and all other rights or remedies available to Employer under applicable law, including injunctive relief.

9.5. Disclosure by Employer or its counsel of the amount paid in settlement of the Action to anyone, at any time, shall not in any way be construed as a waiver or modification of this provision or the obligations of Employee arising by virtue of this provision.

10. **Not Entitled To Settlement Payment Otherwise.** Employee acknowledges that he would not otherwise be entitled to consideration in the full amount set forth above in **Paragraph 3** were it not for Employee's covenants, promises, and releases set forth hereunder.

11. **No Assignment.** Employee represents and warrants that Employee has not sold, assigned, transferred, subrogated, or otherwise disposed of any interest in the Released Claims, or any of them, and Employee agrees to indemnify, defend and hold harmless the Released Parties, and each of them, from any and all liability and claims arising out of any such sale, assignment, transfer, subrogation, or other disposition.

12. **Covenant Not to Sue.** Employee agrees, on behalf of himself and the Releasers, that Employee will not make, assert, or maintain against Employer or any of the Released Parties, any claim, charge, demand, action, or suit arising out of or in connection with the matters herein released, on an individual or representative basis of any kind.

13. **Worker's Compensation.** Employee represents and warrants that Employee's separation from the Employer is not in any way related to any work-related injury and that Employee has not experienced a work-related injury while employed by Employer not previously disclosed and for which a workers' compensation claim was commenced. Employee expressly represents and warrants that he has no intention of filing and/or pursuing any claim or further claim for workers' compensation benefits against Employer or any of the Released Parties. Employer expressly relies on Employee's representations and warranties in this Agreement as a material inducement to enter into the Agreement.

14. **Full Compromise.** Employee acknowledges and agrees that, except as expressly set forth herein, no representations of any kind or character has been made by Employers' agents, representatives, or attorneys to induce the execution of this Agreement. It is further understood and agreed that Employee has not relied upon any advice whatsoever from the Employer and its counsel. Employee acknowledges and agrees that any and all matters, claims, primary rights, and causes of action arising on or before the execution date of this Agreement which Employee has, has had, may have or may have had against the Released Parties, including but not limited to the

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

Released Claims and any and all claims Employee has filed through any process set forth in the CBA, are hereby fully compromised and settled and Employee shall not recover any future payments from the Released Parties related to his employment or the resignation thereof.

15. **Satisfaction of Liens.** Employee hereby agrees, represents and warrants that Employee shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that Employee will fully satisfy all liens, if any, immediately upon receipt of the Settlement Payment. Employee further represents, agrees and warrants that Employee shall hold Employer and/or Released Parties harmless from, and indemnify Employer and/or Released Parties from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Employee's failure to satisfy any liens.

16. **Cooperation in Future Litigation.** Employee will reasonably cooperate with Employer and its counsel in connection with any pending or future litigation or administrative proceeding in which Employer is a party and regarding which Employee has knowledge by virtue of his employment and position as Deputy Sheriff, and, in connection with any such litigation or administrative proceeding, will provide truthful testimony without the necessity of a subpoena from Employer.

16.1. In aid of the foregoing provisions, Employee agrees that, except as may be required by subpoena or court order, he will not assist any individual or entity in commencing or prosecuting any action or proceeding against Employer, by providing advice, information, documents, or otherwise, nor in any way participate in any such action or proceeding. In the event that Employee is subpoenaed or court-ordered to provide testimony or documents in any proceeding against the Employer, he will give notice to Employer (including a copy of such subpoena or court order) within five (5) business days of receipt and at least five (5) business days prior to the date for appearance or production to Sutton Hague Law Corporation, ATTN: JARED HAGUE Esq., 9790 Gateway Drive, Suite 200, Reno, NV 89521.

17. **Attorneys' Fees and Costs.** This Agreement is the product of negotiation and preparation by and among the Parties and their representative attorneys. The Parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or a party's attorneys, and will be construed accordingly. Rather, in interpreting the language of this Agreement, both Parties to the Agreement shall be treated as having drafted this Agreement after meaningful negotiations. The language of all parts of the Agreement shall be construed as a whole, according to fair meaning, and not strictly for or against any Party. The Agreement shall be interpreted and construed as if equally drafted by all parties hereto. The Parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the Action and the negotiation and execution of the Agreement.

18. **Modification.** No provision of the Agreement may be terminated, changed, altered, modified or waived except in writing signed by Employee and a duly authorized officer of Employer, which writing shall specifically reference the Agreement and the provision which the Parties intend to waive or modify.

19. **Severability.** In the event any provision of the Agreement should be held to be unenforceable, each and all of the other provisions of the Agreement shall remain in full force and effect.

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

20. **Headings and Captions.** The headings and captions used in the Agreement are for convenience of reference only, and shall in no way define, limit, expand, or otherwise affect the meaning or construction of any provision of the Agreement.

21. **Entire Agreement.** The Agreement constitutes a single integrated contract expressing the entire agreement of the Parties hereto. There are no agreements, written or oral, express or implied, between the Parties hereto, concerning the subject matter hereof, except as set forth in the Agreement. In signing the Agreement, the Parties agree, understand, and intend that the Agreement shall be binding and enforceable as permitted under law.

22. **Counterparts.** The Agreement may be executed in counterparts and by facsimile or email, and each counterpart and facsimile or email shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

23. **Governing Law.** The validity, performance, construction, and effect of the Agreement shall be governed by the substantive laws of the State of Nevada, without regard to any provisions for choice of law.

24. **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if (a) delivered personally, (b) sent by nationally recognized, overnight courier, or (c) mailed by certified mail (return receipt requested), with postage prepaid to the Parties at the following addresses:

24.1. **Jerry Najera**, c/o Ron Dreher, Esq., Dreher Law, P.O. Box 6494, Reno, NV 89513

24.2. **Storey County**, c/o Jared Hague, Esq., Sutton Hague Law Corporation, 9790 Gateway Drive, Suite 200, Reno, NV 89521

25. **Arbitration.** Any dispute, controversy, or claim arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of the Agreement shall be settled by binding arbitration administered by American Arbitration Association (“AAA”), pursuant to its current applicable rules (“AAA Rules”), except as otherwise provided herein. The arbitration will be conducted in Reno, Nevada. Any situation not expressly covered by the Agreement shall be decided in accordance with the AAA Rules. The arbitrator shall be one (1) neutral, independent, and impartial arbitrator selected from a pool of retired judges or magistrates to be presented to the Parties by AAA. Failing the agreement of the Parties as to the selection of the arbitrator within 30 days, the arbitrator shall be appointed by AAA in accordance with the AAA Rules. Nothing in this provision prevents the Company from using the Agreement as an affirmative defense to any action brought against it or any of the Released Parties in violation of the Agreement or to seek in court injunctive relief to protect its right under the Agreement.

26. **Successor.** The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

27. **Attorneys’ Fees for Enforcement.** Should any party fail to comply with her/its obligations under the Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of the Agreement, the prevailing party shall be entitled to her/its reasonable attorneys’ fees and costs.

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

28. **Acknowledgment of Authority.** The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.

29. **Voluntary Execution of Agreement.** Employee understands and agrees that Employee executed the Agreement voluntarily, without any duress or undue influence on the part or behalf of Employer or any third party, with the full intent of releasing all of Employee’s claims against Employer and all of the other Released Parties. Employee acknowledges that: (a) Employee has read the Agreement; (b) Employee has been represented in the preparation, negotiation, and execution of the Agreement by legal counsel of Employee’s own choice and is entering into the Agreement based on Employee’s own judgment; (c) Employee understands the terms and consequences of the Agreement and of the releases it contains and rights Employee may be waiving; and (d) Employee is fully aware of the legal and binding effect of the Agreement.

30. **Execution.** This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Electronic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose. The Parties further agree that this Agreement may be signed by electronic means (e.g., DocuSign) and that such electronic signature shall have the same validity, force, and effect as an original ink signature.

31. **Acknowledgment of Full Understanding.** EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE EMPLOYER AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date set forth below:

EMPLOYEE

STOREY COUNTY

By: _____
JERRY NAJERA

By _____

Its _____

Date: _____

Date: _____



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the County Manager to sign and approve the contract for UES to assist the County in closing out an open contamination case relating to the removal of the heating oil underground storage tank at Fire Station 71 with the Nevada Division of Environmental Protection (NDEP). Work under this contract will not exceed \$3,500.
- **Recommended motion:** I (commissioner) move to approve the County Manager to sign and approve the contract for UES to assist the County in closing out an open contamination case relating to the removal of the heating oil underground storage tank at Fire Station 71 with the Nevada Division of Environmental Protection (NDEP). Work under this contract will not exceed \$3,500.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** The heating oil underground storage tank at the site was removed in May to allow UES to conduct their Geotech work without risk of hitting the tank for the Fire Station 71 project. Soil samples from the excavation were submitted to NDEP at that time. As part of the environmental report being done for the Fire Station 71 project, DOWL has since identified the need for further soil analyses. UES will assist in closing out the NDEP case, with work under this contract not exceeding \$3,500.
- **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



November 6, 2024

Storey County
PO Box 7
Virginia City, NV 89440

Attention: Sara Sturtz
ssturtz@storeycounty.org

Reference: **Proposal for Consulting Support Associated with UST Closure**
145 North C Street
Virginia City, Storey County, Nevada

Per your request, McGinley & Associates, Inc. dba UES (UES) is pleased to provide this proposal for consulting support associated with closure of a heating oil underground storage tank (UST). All work will be conducted under the supervision of one of UES's Certified Environmental Managers (CEM) per Nevada regulations.

SCOPE OF SERVICES

The scope of work included in this proposal consists of the following:

- Communication with Nevada Division of Environmental Protection (NDEP), and
- Prepare a UST Closure Report for submission to NDEP.

COST ESTIMATE

The estimated costs to perform the services outlined will not exceed **\$3,500**. The work will be conducted on a time and materials basis following UES's 2024 rates (attached) not to exceed the cost provided in this proposal unless otherwise directed by the Client. Any alteration or deviation from the above specifications involving extra cost of labor will only be executed upon written orders for same, and will become an extra charge over the amount mentioned in this contract.



CLOSURE

UES appreciates the opportunity to submit this cost estimate and we look forward to working with you on this project. Should you have any questions regarding this Proposal please contact Anna Henry at (775) 829-2245.

Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to the undersigned to ahenry@teamues.com.

Respectfully,
UES

A handwritten signature in black ink, appearing to read "Anna Henry".

Anna Henry, E.I., C.E.M.
Project Engineer

A handwritten signature in black ink, appearing to read "Caitlin Jelle".

Caitlin Jelle, P.E., C.E.M.
Sr. Project Manager

Attachments: UES Rates
Terms and Conditions



2024 SCHEDULE OF FEES – PROFESSIONAL SERVICES

Professional Fees

Staff	Rate (per hour)
Subject Matter Expert	\$300.00
Sr. 3 rd Party Review	\$250.00
Principal	\$235.00
Sr. Associate	\$210.00
Project Manager	\$200.00
Senior Professional	\$180.00
Project Professional	\$165.00
Staff Professional II	\$155.00
Staff Professional I	\$140.00
GIS Specialist	\$140.00
Environmental Scientist	\$130.00
Technician	\$115.00
Drafting	\$115.00
Engineering Intern	\$90.00
Administration	\$82.00

Note: Expert Witness Rate: 2 times normal billing rate

Equipment

Description	Rate
Oil/water interface probe	\$80/day
Multi-Meter w/Flow Through (Base)	\$115/day
- Each probe/sensor used	\$25/day
Water level meter	\$50/day
PH/Conductivity/Temp. meter	\$30/day
Dissolved Oxygen (DO) meter	\$30/day
Data logger/Transducer	\$125/day
PID/OVM	\$125/day
Generator	\$60/day
HazCat kit	\$15/sample
PetroFlag® kit	\$20/sample
Bailers	\$12 each
Level B PPE	\$500/day
Level C PPE Set	\$75 each
Level D Tyvex coveralls	\$12 each
Sampling tubes, brass	\$10 each
Submersible/Peristaltic pump	\$50/day
Variable flow purge pump	\$100/day
Air sample pump & vacuum chamber	\$25/day
Air sample bag	\$15/each
Anemometer	\$35/day
Portable Bladder Pump + Controller	\$130/day
Powered Hand Auger	\$60/day
Mercury Respirator Cartridge	\$60/set
Sampling kit	\$15 each
Trimble GPS unit	\$110/day

Reimbursable

Description	Rate
Mileage	per federal rates
Per diem (excluding lodging)	per federal rates
Vehicle onsite	\$20/hour
Utility trailer	\$75/day
Subcontractors	cost + 15%

GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 MCGINLEY & ASSOCIATES, INC. (d/b/a “UES”) is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project’s nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES’s responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES’s provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client’s responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES’s prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs and expenses (including attorneys' fees)(collectively, "**Liability**") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff, and consultants employed or retained by UES, is and are protected by workers' compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES 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.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination and the winding down of its operations.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

11.5 If the Client desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the Client shall request such services as “Additional Services” in accordance with the terms of this agreement. Should the Client, for any reason, choose not to have UES provide construction or field observation during the implementation of UES’s specifications or recommendations, or should the Client unduly restrict UES’s assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by UES. The Client also shall compensate UES for any time spent or expenses incurred by UES in defense of any such claim. Such compensation shall be based upon UES’s standard fee and rate schedule.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SAMPLE DISPOSAL

13.1 Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee or returned to the Client.

13.2 Hazardous Samples — If toxic or hazardous substances are involved, UES will return such samples to the Client. Or using a manifest signed by the Client, UES will have such samples transported to a location selected by the Client for final disposal. The Client agrees to pay all costs for storage, transport, and disposal of samples. The Client recognizes and agrees that UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

SECTION 14: SUBSURFACE EXPLORATIONS

14.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties’ interpretations or use of the information developed or provided by UES.

14.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES’s services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES’s subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 15: SOLICITATION OF EMPLOYEES

15.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the “Post-Term Period”) except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

SECTION 16: ASSIGNS

16.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 17: GOVERNING LAW AND SURVIVAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

17.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 18: INTEGRATION CLAUSE

18.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

18.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 19: WAIVER OF JURY TRIAL

19.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES's offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 20 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible action regarding a declaration of support, ratification, and/or the submission of a revised bill draft request ("BDR") concerning the Nevada Commission for the Reconstruction of the V&T Railway Act of 1993, as amended, to the Legislative Counsel Bureau on behalf of, and/or by, Carson City for the 83rd (2025) Session of the Nevada Legislature, to direct the Nevada Legislature's Interim Committee on Growth and Infrastructure to conduct a comprehensive evaluation of the Nevada Commission for the Reconstruction of the V&T Railway.
- **Recommended motion:** I (commissioner) motion to provide this declaration of support and/or other action per today's discussion regarding ratification and/or the submission of a revised bill draft request ("BDR") concerning the Nevada Commission for the Reconstruction of the V&T Railway Act of 1993, as amended, to the Legislative Counsel Bureau on behalf of, and/or by, Carson City for the 83rd (2025) Session of the Nevada Legislature, to direct the Nevada Legislature's Interim Committee on Growth and Infrastructure to conduct a comprehensive evaluation of the Nevada Commission for the Reconstruction of the V&T Railway.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Following Carson City's submission of a BDR on August 15, 2024, addressing issues regarding the structure of the Nevada Commission for the Reconstruction of the V&T Railway Act of 1993, as amended, Carson City, Storey County, and other stakeholders continued working together and soliciting input on the legislation.
-
- Following feedback from ongoing coordination efforts, the Carson City Board of Supervisors in coordination with Storey County determined that the original BDR concept, as presented, stood little chance of becoming law. The BDR was revised to propose that the Nevada Legislature's Interim Committee on Growth and Infrastructure conduct a comprehensive evaluation of the V&T railway commission, including its structure, duties, powers and financial viability, and make recommendations for legislation related thereto, including whether the railway commission should be reorganized, terminated, or have its duties modified.
-

- To meet the Legislature’s deadline for modifying a previously submitted BDR, Carson City staff in coordination with Storey County submitted the attached BDR form to the Legislature on a provisional basis, pending formal approval by the board.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:**

- **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

LOCAL GOVERNMENT BILL DRAFT REQUEST FOR THE 2025 LEGISLATIVE SESSION

Authority: NRS 218D.205

Deadline: Local Government BDRs must be submitted by no later than September 1, 2024.

Person or Entity Authorized to Submit BDR:

Person Submitting Request:

Person to Contact for Clarification or Additional Information:

Name: _____

Email: _____

Phone: _____

- 1. Intent of Proposed Bill or Resolution** (Describe the problem to be solved, intended effect, and/or the goal(s) of the proposed bill or resolution – may be attached):

- 2. If known, list any existing state law that is sought to be changed or which is affected by the measure (NRS Title(s), Chapter(s) and Section(s) affected, Statutes of Nevada Chapter(s) and Section(s) affected and/or Nevada Constitutional provision):**

- 3. Any additional information that may be helpful in drafting the bill or resolution** (May include any relevant legislative measures, cases or federal laws or other supporting materials – may be attached):

4. Effective Date:

- Default (October 1, 2025)
- July 1, 2025
- January 1, 2026
- Upon Passage and Approval
- Other

5. Describe any known cost to the State or a local government that would result from carrying out the changes in the measure:

6. Please indicate the governing body that approved the request and the date on which the request was approved during a public hearing:

I hereby certify that this request for the drafting of a legislative measure was approved during a public hearing on _____ by (Governing Body):

Signature of person submitting request: _____

REQUIRED PREFILING:

A bill draft requested by a county, city or school district is required to be prefiled on or before November 20, 2024. By statute, such a bill draft request that is not prefiled on or before that date will be deemed withdrawn. There is no authority to waive this requirement.

Please submit completed Bill Draft Request form to Asher Killian, Legislative Counsel, by:

- E-mail at BDRs@lcb.state.nv.us;
- Fax at (775) 684-6761; or
- Mail at 401 South Carson Street, Carson City, Nevada 89701-4747.



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Carson City BDR Attachment, 2025 Legislative Session

1. *Intent of Proposed Bill or Resolution (Describe the problem to be solved, intended effect, and/or the goal(s) of the proposed bill or resolution – may be attached):*

Through each community's appointment to the Commission for the Reconstruction of the V & T Railway in 1993, Carson City and Storey County are in the position of having to manage a business enterprise centered on tourism with no clear path for growth of the railway in the future. The tourism revenue provided by the railroad in its current state isn't enough to offset the costs of maintaining the aging structures or operating historic locomotives. This bill would direct the Joint Interim Standing Committee on Growth and Infrastructure to conduct a study during the 2025-2026 Interim to determine the following:

- Is the legislative intent of the Commission currently being met?
- Is the Commission legally and fiscally viable in the long-term?
 - If not, is there specific action the Legislature can take to make it viable?
- If no action can be taken to make the Commission viable, how would the Legislature dissolve the Commission?
 - In the event of dissolution, would the Commission's assets be reverted back to the government entities that purchased said assets in proportion to each entity's contribution?

2. *If known, list any existing state law that is sought to be changed or which is affected by the measure (NRS Title(s), Chapter(s) and Section(s) affected, Statutes of Nevada Chapter(s) and Section(s) affected and/or Nevada Constitutional provision):*

1993 Statutes of Nevada, Page 2328 (CHAPTER 566, AB 696)

3. *Any additional information that may be helpful in drafting the bill or resolution (May include any relevant legislative measures, cases or federal laws or other supporting materials – may be attached):*

No additional information.

5. *Describe any known cost to the State or a local government that would result from carrying out the changes in this measure.*

No known cost to the state or a local government.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible direction to county staff and lobbyists regarding Storey County and Washoe County cooperating in a legislative bill enabling the transfer of approximately 6 acres of vacant land located at 10705 Lockwood Drive, situated approximately between Lockwood/Rainbow Bend and Interstate-80, for the primary purpose of residential development, and potentially the adjacent public park at 981 Lockwood Drive for the purpose of public recreation and floodwater capacity, from Washoe County to Storey County in accordance with Chapter 3 of the Storey County Master Plan.
- **Recommended motion:** I (commissioner) motion to direct county staff and lobbyists to continue conversations, seek a legislative sponsor, and to draft and submit to the Legislative Counsel Bureau a bill enabling the transfer of approximately 6 acres of vacant land located at 10705 Lockwood Drive, situated approximately between Lockwood/Rainbow Bend and Interstate-80, for the primary purpose of residential development, and potentially the adjacent public park at 981 Lockwood Drive for the purpose of public recreation and floodwater capacity, from Washoe County to Storey County in accordance with Chapter 3 of the Storey County Master Plan.

- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** On August 20, 2024, the board directed county officials to scope stakeholder interest in drafting legislation enabling the transfer of a six-acre property in Lockwood from Washoe County to Storey County. The property is situated in Washoe County east of Canyon Way between Lockwood/Rainbow Bend and I-80.
-
- County officials held a community town hall in Lockwood to discuss the matter. Approximately 50 members of the public including the subject landowner attended. Most attendees supported the proposal to transfer to the subject parcel to Storey County as supported by the 2016 Storey County Master Plan. They also generally preferred allowing residential uses – including multi-family residential – on the land over currently allowed industrial and commercial uses. County officials emphasized to attendees that a land transfer would be contingent on Storey County applying residential zoning to the parcel.
-

- Residents and county officials also discussed the potential of Lockwood Park, situated to the west of the subject parcel, being considered in the land transfer. Attendees found that the park may be more easily maintained and improved by Storey County due to its proximity to the Lockwood community, and that taking responsibility for the park may help incentivize Washoe County’s cooperation on the overall land trade proposal. The park provides both public recreation and area floodwater storage capacity.
-
- Storey County officials also corresponded with the subject landowner and other stakeholders about drafting a bill enabling stakeholder cooperation toward transfer of the subject parcel and potentially the adjacent park. No official position has yet been taken by Washoe County or the landowner; however, the parties continue to engage in constructive conversations about the proposal. Related correspondence is enclosed.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:**

- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY COMMISSIONERS' OFFICE

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

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

Austin Osborne, County Manager

April 11, 2024

Washoe County Manager's Office
1001 E. Ninth Street
Reno, NV 89512

Re: Lockwood Master Plan/Zone Amendment (Case No: WMPA24-0002 and WRZA24-002)

County Manager Brown:

Storey County appreciates your team providing opportunity to comment on a proposal to change the Washoe County Master Plan and/or zoning ordinance designation from Rual to Industrial on a parcel located in Lockwood abutting Storey County and the Rainbow Bend residential community.

Our planning office provided the attached written comment on January 26, 2024, in addition to engaging with your planning team and the subject property owner throughout the application public scoping process. Situating an industrial land use designation next to an existing residential community is our principal concern.

We do not oppose development of the property. Rather, we wish to discuss potential alternative land use designations that may be more compatible with the surrounding community.

The attached letter, conforming to the Storey County Master Plan, also offers to discuss a potential transfer of the subject land from Washoe County to Storey County.

If such a transfer were to be contemplated by our respective boards, we would ask to discuss possible application of residential or commercial use designations that may facilitate needed services to the Lockwood community and potential housing opportunities for the region.

We appreciate an opportunity to discuss these matters further with you, your team, and the property owner.

Respectfully submitted,


Austin Osborne
Storey County Manager

C.c.: Storey County Commissioners

Enc.: 01/26/24 Comments from Storey County Planning Department

Town Hall

Lockwood Master Plan

Update

Lockwood
Rainbow Bend Clubhouse
Thursday, August 22, 2024
5:30 p.m.

- Topics:** Discuss master plan goal potentially annexing vacant land north of Truckee River. Also discuss housing, transportation, and other master plan updates.
- Time:** 5:30 p.m.
- Date:** Thursday, August 22, 2024
- Place:** Lockwood, Rainbow Bend Clubhouse
- Contact:** County Manager 775.847.0968 countymanager@storeycounty.org



STOREY COUNTY MASTER PLAN: CHAPTER 3 (LAND USE)



Figure 3.4-35: Adjacent vacant land north of the Truckee River in Lockwood.

The image above shows vacant land in Washoe County that may be considered for transfer into Storey County. (Source: Storey County Planning Department, 2015)

LOCKWOOD GOAL 3.5.5

- Objective 2 To prevent and mitigate inconsistent uses on vacant land located across the Truckee River immediately north of Lockwood**
- Policy 1 By participating in the public process for master planning, zoning, special uses, variances, or other land use actions involving the subject land
- Policy 2 By requesting to the State Land Use Planning Advisory Council to review neighboring county master plan inconsistencies involving the subject land
- Policy 3 By collaborating with the subject property owner and neighboring jurisdictions to determine the possibility of annexing the land into Storey County, and any terms that may come with such an annexation
- Policy 4 By following the legislative process for transfer of land from Washoe County to Storey County
- Policy 5 If annexation occurs, applying zoning that is compatible with Lockwood and the adjacent Rainbow Bend community



STOREY COUNTY PLANNING DEPARTMENT

Storey County Courthouse
26 So "B" Street, PO Box 176, Virginia City, NV 89440
Phone (775) 847-1144 – Fax (775) 847-0949
planning@storeycounty.org
Storey County is an equal opportunity provider.

January 26, 2024

Tim Evans, Planner
Washoe County
community Services Department
Planning and Building Division

Thank you for the opportunity to comment on the submitted Master Plan Amendment Case Number WMPA24-0002 and Regulatory Zone Amendment Case Number WRZA24-002 (Lockwood). Storey County has an interest in the future development of this property due to the close proximity of the Lockwood residential community.

The development of this property has been a subject matter with the Lockwood community for many years. The property is located directly across the Truckee River from the Rainbow Bend subdivision. The nearest homes within the subdivision are approximately 325 feet away from the developable area of the site. Storey County and the residents acknowledge the property owner's rights to develop the property, however, the proposed development should be compatible with the surroundings.

Storey County is willing to work with the applicant of this property to come up with viable options for a compatible land use development so that all entities are satisfied with the results. The existing situation on the parcel does make it easy for nuisances to occur and Storey County is not recommending the parcel remain as-is. Storey County would like to assist in encouraging the most compatible land use for the area along with allowing for the applicant to realize their best return on investment. Storey County has reached out to the applicant and has begun a discussion of our mutual ideas for the site.

Storey County does have concerns about changing the Master Plan and Zoning Ordinance to allow for industrial land uses at this site. It should be noted that the concerns are not necessarily aimed at the applicant's ideas for the site, but the concern that once amended, the land has entitlements that allow for many potential uses and compatibility with the general area is not necessarily a consideration any longer.

The following is a discussion of the concerns regarding amendments to the Master Plan and the Regulatory Zone, based on the Storey County Master Plan and Storey County staff discussions with the Lockwood Community:

Master Plan Amendment:

The 2016 Storey County Master Plan discusses this property with the intent to make the property compatible with the surroundings, not only in Washoe County but Storey County land as well. The existing surrounding land has residential and neighborhood commercial located in Storey County to the south and southwest, a passive recreation park to the west, a rail line and steep slope up to NDOT right-of-way for I-80 to the north and the Truckee River and NDOT right-of-way to the east. The property is at the elevation of the river and is not accessible or readily visible from the I-80 corridor.

The proposal to change the Master Plan designation from Rural to Industrial and Open Space does not appear to follow the land use pattern of this area. Within Washoe County, the industrial uses are located north of the I-80 corridor or are accessed from the Mustang Road exit from I-80. Placing an Industrial designation for an isolated approximate five acre parcel, surrounded by non-industrial uses, does not appear appropriate at this time. The Open Space designation does make sense as it appears to follow the FEMA mapped floodway/floodplain for the Truckee River.

Regulatory Zone Amendment:

The land uses listed as permissible for Industrial land do not all appear to be compatible with an existing single family residential neighborhood located approximately 325-feet to the south. Although the applicant may provide an industrial development proposal that appears to address the close proximity of residential development, there can be no assurance that the land will be developed in that configuration, nor not altered in the future to another type of industrial development that may not be compatible. Once the zoning is in place, all the entitlements of the industrial zoning district can be obtained. The compatibility with the neighborhood is no longer an assessment of what will occur on the land. This is a great concern to Storey County and its residents living in the vicinity of this zoning district.

Potential noise, truck traffic, lighting and pollution are just a few of the concerns raised by nearby residents. Noise from truck traffic, including back-up beepers, and lighting from trucking and building lights have the potential to impact the existing residences.

The Canyon Road exit from I-80 to this property is narrow and currently is not wide enough for truck traffic and vehicles to utilize at the same time. Signs on the roadway indicate vehicles must "yield to uphill traffic". The roadway and the turn are not wide enough for many vehicles to utilize at the same time. Adding more industrial truck traffic (larger vehicles) negatively impacts this situation.

Attached are segments from the 2016 Storey County Master Plan that identify the above referenced concerns. Storey County staff are available to discuss these mentioned concerns or ideas for potential solutions that satisfy all involved.

Thank you,

Kathy Canfield
Planning Manager
Storey County



The above map shows the existing single family residential neighborhood of Rainbow Bend located approximately 300-350 feet from the proposed industrial zoning area. The surrounding area is the Truckee River.

Residential patterns

No significant housing growth has occurred in Lockwood since the Rainbow Bend planned-unit-development was completed in 2005. However, population expansion occurring in nearby Sparks and Washoe County, industrial expansion taking place at McCarran and the Tahoe-Reno Industrial Center, and increased commercial and logistical significance emerging along the Interstate 80 corridor may encourage proposals for new home construction in Lockwood.

Growth constraints

The potential for future commercial and residential growth in Lockwood is constrained by steep topography of the Virginia Range to its south and the Truckee River to its north. Canyon Way from Interstate 80 serves as the area's primary access. However, the road and the interchange connecting it to Interstate 80 are substandard for the size of the community and they lack the capacity to serve significant area growth.

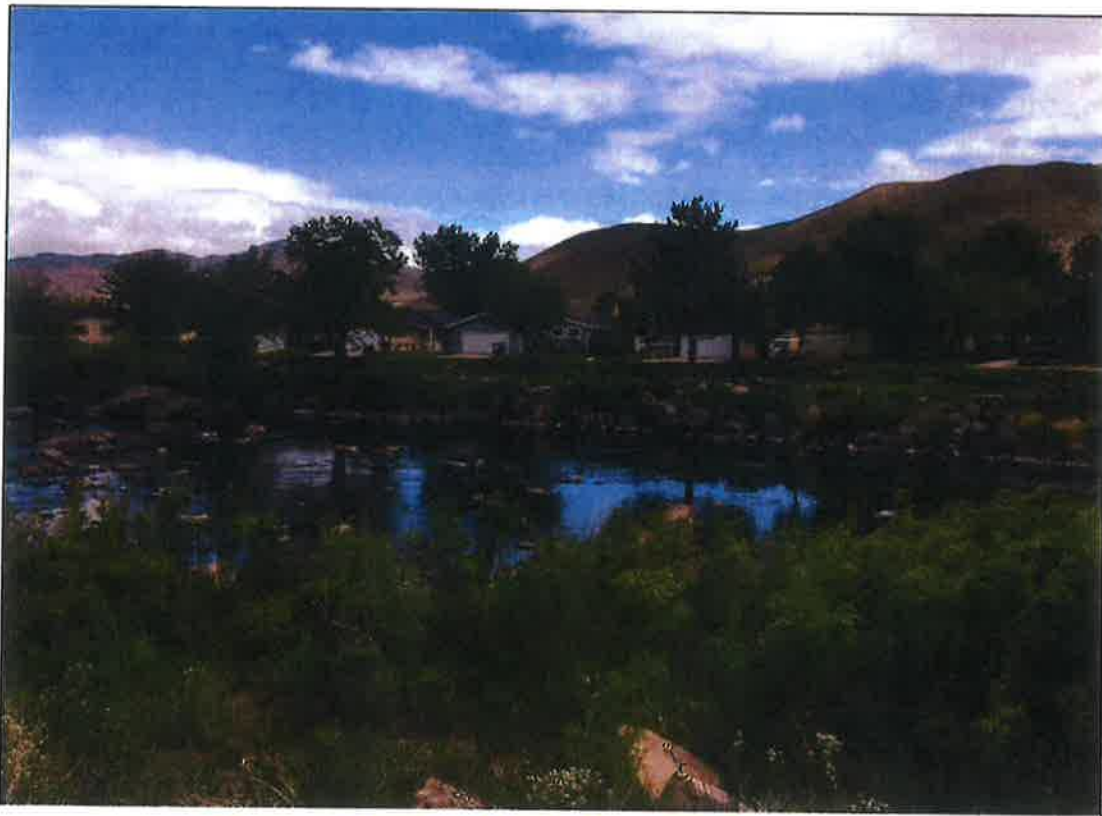


Figure 3.4-27: Lockwood's entire north boundary abuts the Truckee River. The river and its riparian areas provide for parks, recreation, and a natural setting in which to live that defines the core character of this area. Proposals by the Flood Management Authority of Washoe County and other agencies to mitigate impacts of upstream projects through floodwalls along the river are considered detrimental to this community and have been strongly opposed by local residents. County officials should collaborate with regional partners to avoid such systems in favor of more favorable alternatives. (Source: Storey County Planning Department, 2015)

Key Issues

Lockwood-Interstate 80 Interchange

The Interstate 80 to Lockwood Interchange currently provides principal access to Lockwood and portions of the Lagomarsino Area (see Lagomarsino Area Plan). Canyon Way is the main collector route connecting the area to the interchange. This infrastructure serves approximately 1,500 residents and 15 local commercial and light-industrial uses. The connection also provides primary access to a large quarry mine and the Nevada Uplands industrial area, both accessed approximately three miles south of Lockwood toward the south terminus of Canyon Way.

4-32 The road infrastructure was constructed long before much of the commercial and residential development found in Lockwood today existed. Nominal improvements have since been made to the interchange and roadway and it remains substandard for existing and anticipated future traffic loads and types. Figure 4-7 illustrates where tractor-trailers oftentimes must cross into the oncoming westbound traffic lane when attempting to negotiate the sharp turn on the eastbound lane, and where local residents and commercial drivers report that accelerating to normal interstate traffic speeds is challenging and sometimes impossible with the meager 500 foot westbound on-ramp.

A major reduction in truck traffic on the interchange and Canyon Way resulted in 2009 when Mustang Road, approximately three miles east of Lockwood, was extended to the Lockwood Regional Landfill, and when all truck traffic to and from the landfill was permanently diverted to the Mustang interchange and Mustang Road. The reduction in truck traffic significantly improved safety for children and pedestrians crossing Canyon Way between their residential neighborhoods and the Lockwood Market convenience store.

This master plan supports industrial and other economic activity in the Lagomarsino area. However, it is recognized that under existing circumstances that such activity may increase truck and other traffic on Canyon Way and the Lockwood interchange. Discussed further in Chapter 8 Transportation, it is recommended that county officials collaborate with Lagomarsino area land developers to establish alternative principal access alignments, such as to Mustang Road.

It is recognized that the Lockwood interchange portions of Canyon Way are located in Washoe County and are under the jurisdiction of the neighboring county and the Nevada Department of Transportation. However, Storey County officials should continue to coordinate with state transportation officials to secure necessary funding and resources to improve this infrastructure for current and anticipated future uses. Land developers causing substantial impacts to these systems should also be required to contribute directly toward improvements needed to support new uses.

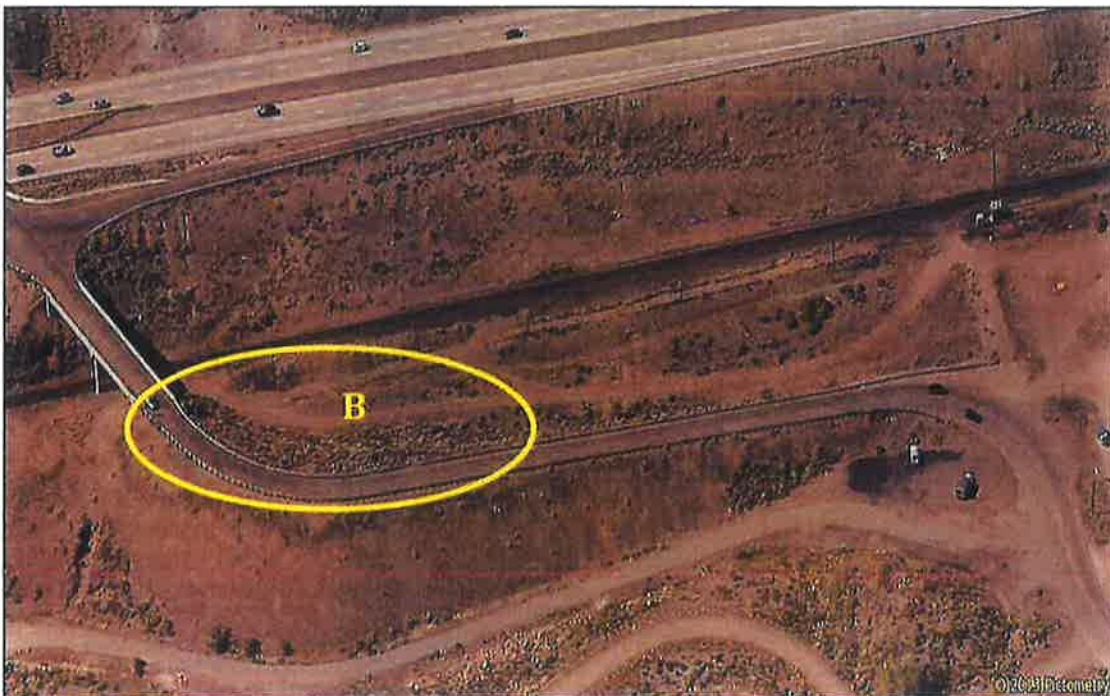
Tahoe-Pyramid Bikeway

In 2003, under the auspices of the Nevada Land Conservancy, the non-profit Tahoe-Pyramid Bikeway organization began purchasing property along the Truckee River and developing a bicycle path connecting Lake Tahoe to Pyramid Lake. Portions of the bikeway, including at Tahoe City, Verdi, Reno and Sparks, Tracey, Painted Rock, and from Wadsworth to Pyramid Lake are now complete and open to the public.

While the bikeway appears to be beneficial to the region, residents of Lockwood, particularly of Rainbow Bend, expressed concerns to the county board, planning commission, and county officials over adverse impacts that portions of the bikeway abutting Rainbow Bend may have on the safety and wellbeing of the community. Transient travelers and associated crime, and the potential for eminent domain over common property of the Rainbow Bend Homeowner's Association by the



Figure 3.4-32: The images depict the existing infrastructure connecting Lockwood to Interstate 80. The image illustrates an on-ramp with substandard length for safe entry onto the interstate (A), and sharp and narrow curvature which inhibits safe two-way vehicle and truck travel (B). (Source: Storey County Planning Department, 2015)



Bikeway organization, were cited as a primary concern by the residents.

Storey County officials have expressed support for the regional bikeway project through most of the county. However, they have also stood firmly bedside Lockwood and Rainbow Bend residents defending their position on its alignment near the Lockwood community. County officials should continue to liaise between residents, Bikeway staff, and other stakeholders in an attempt to mediate a mutually agreed alignment for this area. The desires of local residents on this matter should remain of forefront importance in any decisions made on its alignment near and through Lockwood.

Flooding

Portions of Lockwood and the Rainbow Bend residential community are located in the Federal Emergency Management Agency (FEMA) designated flood zone. Frequent flooding in this area occurs from the Truckee River during winter months and late spring when abnormally high temperatures and heavy rain in the watershed's mountainous areas cause accelerated snowmelt. Additionally, during high stage flooding of the Truckee River, backwatering occurs at the Long Valley Creek outlet which impedes creek drainage into the Truckee River and exacerbates flooding in the adjacent community.

A comprehensive county-wide flood control study was conducted in 2011 on behalf of Storey County by Farr West Engineering. The findings and recommendations in that report, and other potential measures to mitigate flooding impacts to the area are discussed further in Chapter 9 Public Services and Facilities.

Adjacent vacant land north of Truckee River

Approximately 10 acres of vacant land located in Washoe County (see Figure ~~4-29~~⁴⁻³⁵) abuts the Truckee River immediately north of Lockwood and Rainbow Bend. The land is distant from Washoe County municipal services and is further disconnected from developed areas by the abutting Interstate 80 and Union Pacific Railroad. Despite its close proximity to Lockwood, it is outside of Storey County's jurisdiction and is precluded by the Nevada Revised Statutes from connecting into Lockwood's Canyon General Improvement District. The land is relatively useless, and it has been plagued by illegal dumping, vehicle abandonment, squatting, and other illicit activities.

During the master plan development process, local residents expressed to planning staff their desire for the county to consider ways by which the land may be transferred from Washoe County to Storey County. Expressed potential benefits of transferring the land to Storey County included better policing capability, increased control over potential land uses, and added revenue for the county. County officials should consider working with the owners of the subject property and the neighboring jurisdiction to determine feasibility and potential benefits to a land transfer.

Interconnection

The importance of connecting the Lockwood, Mustang, McCarran, and other north communities in the county with Virginia City will become increasingly important as commercial growth and other activity continue to occur in the north parts of the county. Lengthy discussion occurred during the master plan workshops about the potential benefits, adverse impacts, and challenges associated with constructing a north-south arterial route connecting Virginia City to Mustang and the Lagomarsino areas (see Lagomarsino Area Plan), as well as an east-west route linking the Lagomarsino area to Mustang, McCarran, and Washoe County.

Chapter 8 Transportation discusses alternative routes connecting different areas of the county that



Figure 3.4-35: Adjacent vacant land north of the Truckee River in Lockwood.

The image above shows vacant land in Washoe County that may be considered for transfer into Storey County. (Source: Storey County Planning Department, 2015)



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the First reading for Off-Sale/On-Sale Liquor License. Applicant is Jin Joo Song, Hi Me Café, 5 North C Street, Virginia City, NV.
- **Recommended motion:** I (insert name) motion to approve the First reading for Off-Sale/On-Sale Liquor License. Applicant is Jin Joo Song, Hi Me Café, 5 North C Street, Virginia City, NV.
- **Prepared by:** Dore Fate

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** First reading for Off-Sale/On-Sale Liquor License. Applicant is Jin Joo Song, Hi Me Café, 5 North C Street, Virginia City, NV.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the First reading for Off-Sale/On-Sale Liquor License. Applicant is Yong Suk Ko, Lost Seoul Saloon, 5 North C Street, Virginia City, NV.
- **Recommended motion:** I (insert name) motion to approve the First reading for Off-Sale/On-Sale Liquor License. Applicant is Yong Suk Ko, Lost Seoul Saloon, 5 North C Street, Virginia City, NV.

- **Prepared by:** Dore Fate

Department: Sheriff

Contact Number: 7758470959

- **Staff Summary:** First reading for Off-Sale/On-Sale Liquor License. Applicant is Yong Suk Ko, Lost Seoul Saloon, 5 North C Street, Virginia City, NV.
- **Supporting Materials:** No Attachments
- **Fiscal Impact:**
- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 20

Agenda Item Type: Discussion Only

- **Title:** Discussion of Master Plan proposed updates and amendments to Chapter 1 Introduction and Framework, Chapter 2 Themes and Principles, Chapter 3 Land Use, Chapter 4 Public Lands, Chapter 5 Population, Chapter 6 Housing, Chapter 7 Economic Development, Chapter 8 Transportation, Chapter 9 Public Services and Facilities, Chapter 10 Water and Natural Resources, and Chapter 11 Cultural and Historic Resources of the Storey County Master Plan, Master Plan maps and other related matters. Public Comment is encouraged and can be made in person at the meeting, by email to planning@storeycounty.org or by phone at 775.847.1144. Drafts of these chapters are posted at this link <https://www.storeycounty.org/728/MASTER-PLAN-Update-2024>.

- **Recommended motion:** No Action Item

- **Prepared by:** Kathy Canfield

Department: Planning

Contact Number: 775-847-1144

- **Staff Summary:** See Draft documents as referenced in agenda item

- **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: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 45 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation, public workshop, discussion, and consideration directing staff regarding updates to the Storey County Strategic Plan for Fiscal Year 2025-2026.
- **Recommended motion:** I (commissioner) motion to direct county staff to amend the Storey County Strategic Plan mission statement, vision statement, and other elements as discussed at today's workshop and to bring a draft of these amendments to the board at a future meeting for further review and consideration.
- **Prepared by:** Austin Osborne

Department: County Manager

Contact Number: 775.847.0968

- **Staff Summary:** This public workshop will provide opportunity to review the current FY2024-2025 Storey County Strategic Plan and update and amend it as necessary.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

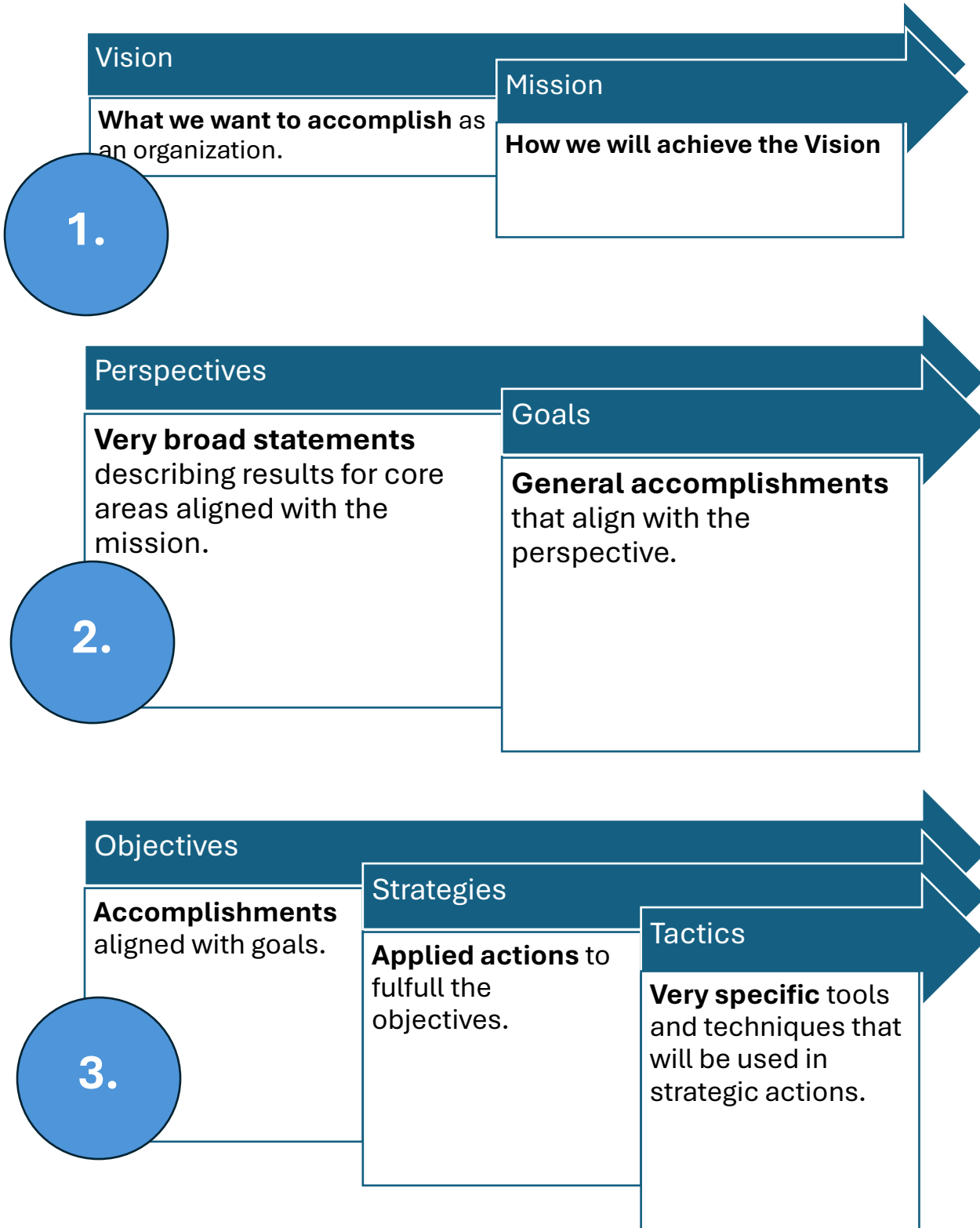
_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

A. SHORT RECAP



B. AN EXAMPLE

1. Perspective

- a. Support the health and resiliency of our communities.

2. Goal

- a. Support senior populations through nutrition and other programming that creates holistic social and physical well-being.

3. Objective

- a. Provide facilities that adequately serve the needs of all communities.

4. Strategy

- a. Replace and repair facilities to provide site-cooked meals, social activities, recreation, and support.

5. Tactic

- a. Replace the Lockwood Community Center.

C. OUR VISION & MISSION STATEMENT

Vision Statement

Storey County is a place where independence is valued, where the rural Nevada lifestyle and rich history is treasured, and where businesses, large and small, thrive.

Mission Statement

We strive to provide excellent, efficient, and predictable services; to be accessible and transparent; to preserve our past and embrace our future; and to provide safe and welcoming place for our residents, businesses, and stakeholders.

D. OUR PERSPECTIVES & GOALS

1. Perspective – Support the safety of our communities.

- 1.1 Keep communities safe from crime.
- 1.2 Support and coordinate efforts with the S.C. Fire Protection Dist.
- 1.3 Provide quick response to calls for emergency services.
- 1.4 Have plans ready to prepare, respond, and recover from emergencies.
- 1.5 Provide safe roadways, pedestrian ways, and drainages.

2. Perspective – Support the health and resiliency of our communities.

- 2.1 Create a safe and appealing built environment.
- 2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.
- 2.3 Support the organization and programs that contribute to the health and welfare of the general population.
- 2.4 Provide safe and adequate drinking water.
- 2.5 Provide for safe and adequate wastewater treatment and waste disposal.
- 2.6 Operate recreational facilities for safe and optimum use by the public.

3. Perspective – Respect and promote the distinct character and heritage of our communities.

- 3.1 Encourage public participation in setting the future direction of each unique community.
- 3.2 Support infrastructure that enhances the character and heritage of our communities.
- 3.3 Support historic preservation in the Virginia City and Gold Hill areas.

4. Perspective – Attract, retain, and grow businesses that will support long-term sustainability.

- 4.1 Provide an environment that supports and promotes quality business growth and development.
- 4.2 Support the tourism development efforts of the Virginia City Tourism Commission.

5. Perspective – Storey County governance is accessible and transparent.

- 5.1 Encourage public participation in all aspects of governance.
- 5.2 Provide accurate and timely information to every community.

6. Perspective – Provide excellent, predictable, and efficient service to all our communities.

- 6.1 Anticipate, evaluate, and plan for public service needs.
- 6.2 Maximize the efficient use of County resources.

E. SWOT (STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS) ANALYSIS

Goals and objectives are listed below and should be aligned with each respective SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis.

1. Perspective – Support the safety of our communities.

- 1.1 Keep communities safe from crime.
- 1.2 Support and coordinate efforts with the SCFPD.
- 1.3 Provide quick response to calls for emergency services.
- 1.4 Have plans ready to prepare, respond, and recover from emergencies.
- 1.5 Provide safe roadways, pedestrian ways, and drainages.

PERSPECTIVE 1 AND GOALS			
SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

2. Perspective – Support the health and resiliency of our communities.

- 2.1 Create a safe and appealing built environment.
- 2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.
- 2.3 Support the organization and programs that contribute to the health and welfare of the general population.
- 2.4 Provide safe and adequate drinking water.
- 2.5 Provide for safe and adequate wastewater treatment and waste disposal.
- 2.6 Operate recreational facilities for safe and optimum use by the public.

PERSPECTIVE 2 AND GOALS SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

3. Perspective – Respect and promote the distinct character and heritage of our communities.

- 3.1 Encourage public participation in setting the future direction of each unique community.
- 3.2 Support infrastructure that enhances the character and heritage of our communities.
- 3.3 Support historic preservation in the Virginia City and Gold Hill areas.

PERSPECTIVE 3 AND GOALS			
SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

4. Perspective – Attract, retain, and grow businesses that will support long-term sustainability.

- 4.1 Provide an environment that supports and promotes quality business growth and development.
- 4.2 Support the tourism development efforts of the Virginia City Tourism Commission.

PERSPECTIVE 4 AND GOALS			
SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

5. Perspective – Storey County governance is accessible and transparent.

- 5.1 Encourage public participation in all aspects of governance.
- 5.2 Provide accurate and timely information to every community.

PERSPECTIVE 5 AND GOALS			
SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

6. Perspective – Provide excellent, predictable, and efficient service to all our communities.

- 6.1 Anticipate, evaluate, and plan for public service needs.
- 6.2 Maximize the efficient use of County resources.

PERSPECTIVE 6 AND GOALS SWOT			
Internal		External	
Strengths	Weaknesses	Strengths	Weaknesses
Opportunities	Threats	Opportunities	Threats

Vision Statement

Storey County is a place where independence is valued, the rural Nevada lifestyle and rich history is treasured, and businesses, large and small, thrive.

Mission Statement

We strive to provide excellent, efficient, and predictable services; be accessible and transparent; preserve our past and embrace our future; and provide safe and welcoming places for our residents, businesses, and stakeholders.

Perspectives and Goals

(See the remaining strategic plan for Objectives, Strategies, and Tactics supporting the Perspectives and Goals below.)

Perspective	Goal
1 Support the safety of our communities.	1.1 Keep communities safe from crime.
	1.2 Support and coordinate efforts with the Storey County Fire Protection District.
	1.3 Provide quick response to calls for emergency services.
	1.4 Have plans ready to prepare, respond, and recover from emergencies.
	1.5 Provide safe roadways, pedestrian ways, and drainages.

**BOCC TALKING PAPER
STRATEGIC PLAN UPDATE FOR 2025**

Perspective	Goal
2 Support the health and resiliency of our communities.	2.1 Create a safe and appealing built environment.
	2.2 Support the senior population through nutrition and other programming that creates holistic social and physical well-being.
	2.3 Support organizations and programs that contribute to the health and welfare of the general population.
	2.4 Provide safe and adequate drinking water.
	2.5 Provide for safe and adequate wastewater treatment and waste disposal.
	2.6 Operate recreational facilities for safe and optimum use by the public.
3 Respect and promote the distinct character and heritage of our communities.	3.1 Encourage public participation in setting the future direction of each unique community.
	3.2 Support infrastructure that enhances the character and heritage of our communities.
	3.3 Support historic preservation in the Virginia city and Gold Hill areas.
4 Attract, retain, and grow businesses that will support long-term sustainability.	4.1 Provide an environment that supports and promotes quality business growth and development.
	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.
5 Storey County governance is accessible and transparent.	5.1 Encourage public participation in all aspects of governance.
	5.2 Provide accurate and timely information to every community.
6 Provide excellent, predictable, and efficient service to all our communities.	6.1 Anticipate, evaluate, and plan for public service needs.
	6.2 Maximize the efficient use of County resources.

Storey County Strategic Plan
FY24 Annual Update-DRAFT
Perspectives and Goals

Item N°	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
1	1. Support the safety of our communities.	1.1	1.1 Keep communities safe from crime.	Improve awareness and access to information in all county communities.	Include communications related to Sheriff's services and tips for staying safe.	Amended and operated FY24 PR outreach program. Plan changes for FY25.	Actively recruiting in-house public relations officer. The PR plan will be updated with the successful hire.	Finished or on-schedule.	CM
2				Improve awareness and access to information in all county communities.	Include communications related to Sheriff's services and tips for staying safe.	Improving coordination with Sheriff's Office with shared PR outreach.	Done	Finished or on-schedule.	SO
3				Enhance law enforcement presence in each community.	Improve facilities and equipment.	Facilitated and funded SO TRI-Center Substation project, phase 1.	Finished or on-schedule.		
4				Enhance law enforcement presence in each community.	Improve facilities and equipment.	Negotiated GSA with Tesla to fund 7 Sheriff's patrol deputies and equipment.	Finished or on-schedule.		
5				Enhance law enforcement presence in each community.	Improve facilities and equipment.	The county explored options and federal funding to improve detention facilities. The jail facility will be further evaluated by an FY25 facilities structural and future use analysis by an independent engineer.	Lumos & Associates retained to conduct this analysis. Propane lot/935 S State Route 341 purchased by Storey County on 11/05/2024.	Finished or on-schedule.	PW, IT, CM
6		1.2	1.2 Support and coordinate efforts with the Storey County Fire Protection District.	Update the Storey County Master Plan.	Develop goals and policies that enhance building and fire safety	The plan is under review and edits are being drafted.	Decmeber 31, 2024 target.	In progress with anticipated completion in FY25.	
7				Enhance water systems for fire suppression.	Enhance Fire Water Cisterns for the Highlands (Phase 1 of 3).	Planned for FY25 phase 1.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.	CM, FD, CFO, DA
8				Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	Interlocal agreement for shared services in progress. The interlocal agreement for Station 71 expansion project is complete.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.	CM, FD, CFO, DA
9				Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	The county team is managing the grant and project for the Fire Station 71 project.	Design in FY25. Construction FY26.	In progress with anticipated completion in FY25.	CM, FD, CFO, DA, PW, Grant
10				Share services between county and district to maximize resources.	Update interlocal agreement between the county and the Fire District for shared services.	An interlocal agreement addressing shared services is being prepared for board consideration.	An interlocal agreement is being drafted to cost-allocate all functions provided to fire district. The agreement will be part of the FY26 budget process.	In progress with anticipated completion in FY25.	CM, FD, CFO, DA
11		1.3	1.3 Provide quick response to calls for emergency services.	Maintain inter-agency coordination.	Cooperate and meet regularly to share resources and information.	Monthly e-board meetings occur coordinating Fire, Sheriff, EM communications, and IT technology support.	Finished or on-schedule.	CM, FD, SO, IT, EM	
12				Maintain inter-agency coordination.	Cooperate and meet regularly to share resources and information.	County IT resources were applied to administer MDT onboarding and maintenance.	Finished or on-schedule.	IT, FD, SO	
13		1.4	1.4 Have plans ready to prepare, respond, and recover from emergencies.	Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Themed social media pushes and apps are being explored for future use.	This is budgeted for FY25.	Finished or on-schedule.	EM
14				Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Change to Rave was done and will better communicate with stakeholders.	Done.	Finished or on-schedule.	EM, IT, SO, FD
15				Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Town halls have expanded to include Sheriff, fire, and other officials.	Working on pre-planning town halls and distributing calendar.	Finished or on-schedule.	CM, PR, EM, SO, FD
16				Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Logo-wear, signage, vehicle decals, and other branding is budgeted for FY25.	Finished or on-schedule.	EM	

Storey County Strategic Plan
FY24 Annual Update-DRAFT
Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
17				Improve awareness and access to information in all County communities.	Educate the public at community events and in field exercises about emergency preparedness.	Emergency Management is implementing a 5-year Integrated Preparedness Plan with annually themed trainings and exercises to bolster community emergency preparedness.		Finished or on-schedule.	EM
18				Improve awareness and access to information in all County communities.	Establish consistent and uniform emergency/urgent messaging throughout the county.	The county seal, tagline, and colors are better integrated into website and social media.	Changes ongoing with new PR Officer.	Finished or on-schedule.	CM, PR
19				Improve awareness and access to information in all County communities.	Establish consistent and uniform emergency/urgent messaging throughout the county.	Developing PIO and communications plan between SO, fire, EM, and other offices.		In progress with anticipated completion in FY25.	EM
20				Improve awareness and access to information in all County communities.	Inform the public where to obtain emergency response information during an event.	Emergency management enhancements have been made to county website.	Ongoing	Finished or on-schedule.	EM, PR
21		1.5	1.5 Provide safe roadways, pedestrian ways, and drainages.	Enhance public outreach about road conditions.	Utilize online resources to provide information to the public.	Snow and road closures are more consistently noticed on county social media. Improvements still being made.		In progress with anticipated completion in FY25.	PW, PR
22				Enhance public outreach about road conditions.	Utilize online resources to provide information to the public.	A mobile app allowing direct public outreach has been evaluated and is budgeted for in FY25.	Reviewing benefits v. challenges of this.	Work to be done or uncertain elements.	CM, PR
23				Repair and improve existing county roads.	Update countywide road rehabilitation plan for Fiscal Year 2025.	The county road plan is better aligned with actual road conditions and projected funds.	Evaluating actual vs. anticipated Tesla post-abatement funds FY25 and FY26 for expansion of roads CIP.	In progress with anticipated completion in FY25.	PW, CFO
24				Repair and improve existing county roads.	Monitor FY25 revenues and accelerate the road repair schedule if funds allow.	The capital improvement plan for FY25 is updated. The plan needs to be refined for the next three to five years. FY25 revenues will be confirmed before all expenditures.	Evaluating actual vs. anticipated Tesla post-abatement funds.	In progress with anticipated completion in FY25.	CM, CFO, PW
25				Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Lousetown Road reconstruction began (SNC Construction).	Done	Finished or on-schedule.	PW
26				Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Drainage at Peri Ranch Road at the LCC is corrected		In progress with anticipated completion in FY25.	PW
27				Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	Taylor Street Black & Howell washout is repaired.	Done	Finished or on-schedule.	EM, PW, Grant
28				Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	A new traffic signal is being installed at USA and Innovation. County will only maintain light.	Done	Finished or on-schedule.	CM, PW, CFO
29				Repair and improve existing county roads.	Repair major collector roads identified in road rehabilitation plan as needing immediate attention.	A traffic signal at Electric Avenue and Milan Drive will be 85% paid by Tesla per negotiated contract.		In progress with anticipated completion in FY25.	PW
30				Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Lockwood Flood Mitigation Study is near complete. Phase 3 implementation is ready for FY25.		In progress with anticipated completion in FY25.	Plan
31				Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Mark Twain/ Dayton Valley Area Drainage Master Plan planning continues.	Phase 1 culvert and drainage work has been ongoing. Some improvements are dependent on plan conformance as they impact Lyon County downstream.	In progress with anticipated completion in FY25.	Plan
32				Improve drainage infrastructure serving county roads.	Implement the goals and policies of the Storey County Master Plan.	Six Mile Canyon drainage culverts are planned and are budgeted for FY25.		In progress with anticipated completion in FY25.	PW, Plan
33				Improve drainage infrastructure serving county roads.	Prepare drainage study for County roads and parcels at the TRI-Center.	Only TRI-Center roads meeting county standards were accepted through dedication.		In progress with anticipated completion in FY25.	Plan

Storey County Strategic Plan
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Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
34				Enhance vehicle and pedestrian safety on county roads.	Slow down traffic and increase driver awareness on I and L Streets.	The county and VCTC are working together on solutions.	I Street traffic calming devices are in the FY25 budget.	In progress with anticipated completion in FY25.	
35				Enhance vehicle and pedestrian safety on county roads.	Design a proper vehicle rail crossing at Fairgrounds Road and F Street (Phase 1 of 2, design).	The RR crossing engineering at Fairground Road and F Street is budgeted for FY25.		In progress with anticipated completion in FY25.	
36				Enhance vehicle and pedestrian safety on county roads.	Manage increasing cross traffic at the Milan Drive and Electric Avenue intersection.	Tesla will pay 85% of traffic signal installation at Electric Avenue and Milan Drive per negotiated contract.	GSA Amendment 1 In Progress.	In progress with anticipated completion in FY25.	
37				Enhance vehicle and pedestrian safety on county roads.	Prevent semi-tractor-trailers from driving up Six Mile Canyon Road.	Six Mile Canyon Road semi-truck turnaround is engineered and budgeted for construction in FY25. This included cooperation by Storey County, Sheriff's Office, SCFD, and Lyon County.	Project is going to bid now.	In progress with anticipated completion in FY25.	
38				Enhance vehicle and pedestrian safety on county roads.	Prevent semi-tractor trailers from driving on Peri Ranch Road at the LCC community.	Limited resources are available to guarantee law enforcement presence at Peri Ranch Road during every closure of I80. Resources were added.	Staffing increases have occurred at SO.	Finished or on-schedule.	
39				Improve and expand road construction support facilities.	Facilitate a secure place to store Public Works equipment at project locations.	Fencing and security systems are budgeted for FY25.		In progress with anticipated completion in FY25.	
40				Improve and expand road construction support facilities.	Enhance reliability of vehicle fueling stations.	New fuel tanks are budgeted in FY25.		Finished or on-schedule.	
41				Update the Storey County Master Plan.	Review plan to ensure that it aligns with changes to roads and pedestrian ways since 2016.	Master Plan update is occurring.	BOCC adoption consideration before December 31, 2024.	In progress with anticipated completion in FY25.	
42				Establish and maintain private-public partnerships.	Coordinate with Chamber of Commerce to implement "Main Streets" program in Virginia City to explore boardwalk resolutions.	The county, VCTC, S.C. Chamber of Commerce, and business community are exploring potential boardwalk maintenance programs under "Main Streets" program.		Work to be done or uncertain elements.	
43	2. Support the health and resiliency of our communities.	2.1	2.1 Create a safe and appealing built environment	Improve awareness and access to information in all county communities	Provide resources for prospective real estate buyers on zoning, development codes, Storey County Master Plan, and building limitations.	DEVNET system users are updating and aligning data with other data sources. This is an ongoing project.	DEVNET uses are subject to the Assessor's Office directives.	In progress with anticipated completion in FY25.	
44				Improve awareness and access to information in all county communities	Provide resources for prospective real estate buyers on zoning, development codes, Storey County Master Plan, and building limitations.	County website documents were updated.	Website upgrades are ongoing too. The new PR Officer will improve useability and appeal.	Finished or on-schedule.	IT
45				Improve awareness and access to information in all county communities	Educate new residents about rural living and challenges unique to Storey County.	FY25 strategic plan facilitates printed and online education materials that will be made part of permit packets.		Neutral/Acknowledged.	
46				Improve awareness and access to information in all county communities	Educate new residents about rural living and challenges unique to Storey County.	FY25 strategic plan includes website providing resources about mine claims, clouded title, water rights and issues, historic district designation, local zoning and land uses, ZIP Codes, local wildlife and climate, and level of government services.		In progress with anticipated completion in FY25.	IT
47				Implement the Storey County Master Plan.	Implement and conform to the policies of the Storey County Master Plan for each community.	Permitting and development has remained aligned with the master plan.		Finished or on-schedule.	
48				Improve vehicle circulation and parking in Virginia City.	Conduct a Virginia City vehicle parking and circulation study.	A comprehensive update to the Virginia City Parking Study is budgeted for in FY25. The parking plan update will be closely coordinated with the Sheriff's Office, fire district, and VCTC.		Finished or on-schedule.	

Storey County Strategic Plan
FY24 Annual Update-DRAFT
Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
49				Support and maintain sustainable private-public partnerships.	Continue implementing the terms of the TRI-Center Development Agreement.	Road, drainage, and infrastructure dedications occur only when conforming to the TRI-Center development agreement. Ongoing plan review discussions occur between the county and TRIARC.		Finished or on-schedule.	
50				Support and maintain sustainable private-public partnerships.	Review and consider private-public partnership proposals.	Subject to requests.	Subject to request.	Neutral/Acknowledged.	
51				Support and maintain sustainable private-public partnerships.	Consider cost-effective government services agreements that offset infrastructure impacts of Nevada Revised Statute mandated tax abatements.	2024 plan completed and conformed to. Discussing 2025 legislative lobbying plan.		Finished or on-schedule.	
52				Support and maintain sustainable private-public partnerships.	Evaluate potential financial assistance to assist small businesses with building and façade repairs.	C-PACE local financing programs for private businesses and workforce housing are under evaluation to determine if they benefit or cause undue burden on the county.	BOCC directive pending.	Work to be done or uncertain elements.	
53				Support and maintain sustainable private-public partnerships.	Evaluate potential financial assistance to assist small businesses with building and façade repairs.	Chamber of Commerce to implement "Main Streets" program in Virginia City.		Work to be done or uncertain elements.	
54				Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	Updates to county code budgeted for FY25.		Finished or on-schedule.	
55				Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	A full-time Code Enforcement Officer is budgeted for FY25. Recruitment efforts active now.		Finished or on-schedule.	
56				Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Enforce county nuisance and building codes efficiently, accurately, and consistently.	Stakeholders report experiencing consistent and fair building code enforcement. Team applies alternative means and methods in permitting and plan review where appropriate. Everyone is treated equitably.		Finished or on-schedule.	
57				Clean up Storey County communities of solid waste, unregistered vehicles, noxious weeds, fire fuels, and potential hazards	Provide resources and assistance to help residents conform to nuisance and building codes.	New solid waste franchise agreement includes for in-need citizens: --Free dump vouchers --Extra dump vouchers as needed --Free roll-off dumpsters --Free removal of rubbish --Senior discount --Senior low-income discount --Lockwood interlocal discount		Finished or on-schedule.	HCS
58		2.2	2.2 Support the local population through nutrition and other programming that creates holistic social and physical well-being.	Provide cost-effective social and health services in each community.	Maintain interlocal agreement with Community Chest, Inc.	Health and social service programs provided by Community Chest, Inc. are partially funded by the county and are applied with inter-local cooperation.		Finished or on-schedule.	HCS, IT
59					Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	Lockwood residents now enjoy locally prepared meals. The Washoe meal program was discontinued.		Finished or on-schedule.	HCS

Storey County Strategic Plan
FY24 Annual Update-DRAFT
Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
60					Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	The Lockwood Community Center project has begun. VC/Mark Twain.	Construction bids were received and are being evaluated now	Finished or on-schedule.	HCS
61				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	The Mark Twain Community Center equipment bay expansion building will free up community center space. Start FY25.	Done and operational.	Finished or on-schedule.	HCS, IT
62				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	General Mark Twain Community Center improvements are budgeted for in FY25.		Finished or on-schedule.	HCS, IT
63				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	VC Senior Center expansions are near complete.		Finished or on-schedule.	HCS
New				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	Provide/serve meals at the Storey County Jail .		Neutral/Acknowledged.	HCS
New				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	Obtain necessary items/funding for items in Goal 2.2 by completing facilities study of the Mark Twain Community Center.		Neutral/Acknowledged.	HCS
New				Provide facilities that adequately serve the needs of all communities.	Replace and repair facilities to provide/serve site-cooked & delivered meals, social activities, recreation, and other support to the community in each geographic area of the county.	Relocate VC Senior Center to current Hugh Gallagher Elementary School site upon completion of new elementary school site.		Neutral/Acknowledged.	HCS
64		2.3	2.3 Support organizations and programs that contribute to the health and welfare of the general population.	Provide indigent/protected persons services in conformance with the Nevada Revised Statutes.	Evaluate and update indigent/protected person policies and programs as needed.	Indigent Services were moved to Health and Community Services (HCS). Seek Guardianship appointment opportunity/eligibility by HCS.	NRS 159	Finished or on-schedule.	HCS
65				Provide indigent/protected persons services in conformance with the Nevada Revised Statutes.	Maintain interlocal agreements with Nevada State agencies providing youth, health, and other indigent/protected person services outside of the county's capacity.	Indigent services are funded annually. Seek Guardianship ability by HCS.		Finished or on-schedule.	HCS
66				Expand broadband internet infrastructure and services countywide.	Implement MOU and agreement with CC Communications for broadband access to all communities in Storey County.	An MOU with CC Communications will facilitate broadband infrastructure expansion for residents and the county beginning in FY25.	Infrastructure development will begin FY25.	Finished or on-schedule.	HCS, IT
67				Provide cost-effective social and health services to each community.	Provide health and social services through interlocal agreements with qualified agencies.	Maintain healthy coalitions. Health and social services are provided through an interlocal agreement with the Community Chest & quad counties.	Interlocal agreement for educational access?	Finished or on-schedule.	HCS
68				Provide cost-effective social and health services to each community.	Provide health and social services through interlocal agreements with qualified agencies.	Health services through an interlocal agreement with the Quad-Counties Health Coalition.		Finished or on-schedule.	HCS

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69				Facilitate opportunities for affordable housing.	Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	Research has occurred with area jurisdictions, housing authorities, UNR, and others.		Finished or on-schedule.	HCS
70				Facilitate opportunities for affordable housing.	Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	The RCG Economics Housing Needs Assessment is underway. The plan will help county determine appropriate housing options.	Housing plan completion estimated July or August 2024.	Finished or on-schedule.	HCS
New				Facilitate opportunities for affordable housing.	Explore methods that the county may apply toward facilitating infrastructure supporting housing development and rehabilitation.	Build, maintain and annually update a task force.		Neutral/Acknowledged.	HCS
71				Facilitate opportunities for affordable housing.	Update the Storey County Master Plan to consider additional potential housing opportunities.	The RCG Housing Needs Assessment will be applied to the county master plan update.		Finished or on-schedule.	HCS
72				Facilitate qualified workforce for businesses in the county.	Connect businesses with regional workforce development resources.	Business Development Officer and resources connect businesses to local resources for employees, professional development, and related programs. Strong relationship with TRI, VC/GH, and countywide companies.		Finished or on-schedule.	HCS
73				Facilitate qualified workforce for businesses in the county.	Connect businesses with regional workforce development resources.	County is communicating workforce needs with chambers of commerce from Storey and Reno/Sparks.		Finished or on-schedule.	HCS
74		2.4	2.4 Provide safe and adequate drinking water.	Improve water fund sustainability without impacting existing rate payers.	Increase water connection fees for new construction.	Evaluating new residential connection fee update ordinance. Subject to BOC direction.	On hold per BOCC directive.	Work to be done or uncertain elements.	
75				Improve water fund sustainability without impacting existing rate payers.	Increase water connection fees for new construction.	Completed commercial connection fee update ordinance.	Done.	Finished or on-schedule.	
76				Improve water fund sustainability without impacting existing rate payers.	Fund improvements through grants and federal appropriations.	Federal appropriations secured for the lead siphon project.	B Street water line completed.	Finished or on-schedule.	
77				Attract and retain qualified water distribution and treatment employees	Explore incentive programs to attract and retain certified and qualified water personnel.	Applied classification and compensation incentives accordance with policy and employee agreements.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient to support substantial wage increases.	Finished or on-schedule.	
78				Improve water system infrastructure.	Design Silver City water transmission line replacement, phase 1 of 2.	Utilized design engineering to secure federal appropriations.		Finished or on-schedule.	
79				Improve water system infrastructure.	Design and environmental preliminary architectural reporting for Lead siphon replacement project, phase 1 of 5.	Utilized design engineering to secure federal appropriations.		Finished or on-schedule.	
80				Maintain safe and reliable water systems.	Repair and upgrade water storage and treatment systems.	Contract being finished to seal water tanks over several years. Budgeted replacement of water filter media in water treatment system.		In progress with anticipated completion in FY25.	
81				Maintain safe and reliable water systems.	Maintain appropriate water and system security.	Security cameras and security installed.	Cameras have been installed at the treatment plant.	Finished or on-schedule.	IT
82				Ensure sufficient and affordable raw water to the Storey County Water System.	Maintain engagement with the State of Nevada.	Retained qualified water expert for anticipated FY25 Marlette Water Agreement with the State of Nevada.	Water consultant retired. Exploring several alternative consultants now. Secondary resources are secured.	Work to be done or uncertain elements.	

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83		2.5	2.5 Provide for safe and adequate wastewater treatment and waste disposal.	Improve wastewater fund sustainability without impacting existing rate payers.	Increase wastewater connection fees for new construction.	Evaluate new residential connection fee update ordinance. Subject to board direction.	On hold per BOCC.	Work to be done or uncertain elements.	
84				Improve wastewater fund sustainability without impacting existing rate payers.	Increase wastewater connection fees for new construction.	Completed commercial connection fee update ordinance.	Done	Finished or on-schedule.	
85				Improve wastewater fund sustainability without impacting existing rate payers.	Fund improvements through grants and federal appropriations.	Federal appropriations pending for Gold Hill sewer lines.		Finished or on-schedule.	
86				Attract and retain qualified wastewater distribution and treatment employees	Explore incentive programs to attract and retain certified and qualified wastewater personnel.	Completed competitive compensation plan updates: salaries and health insurance.	Competing with Truckee Meadows Water Authority is a challenge for area jurisdictions. Water/Sewer fund is insufficient to support substantial wage increases.	Finished or on-schedule.	
87				Maintain safe and reliable wastewater systems.	Repair and upgrade wastewater collection and treatment systems.	Budgeted FY25 phase 1 study.		Finished or on-schedule.	
88				Improve operations and efficiency of the wastewater treatment plant.	Add generator to Gold Hill wastewater treatment plant.	Applied classification and compensation incentives accordance with policy and employee agreements.		Finished or on-schedule.	
89		2.6	2.6 Operate recreational facilities for safe and optimum use by the public.	Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Engage public to discuss potential Mark Twain Park expansions and integration with Community Center upgrades.		Finished or on-schedule.	
90				Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Replaced playground equipment at Mark Twain Park.		Finished or on-schedule.	
91				Expand parks and recreation facilities in each community in the county.	Seek community input, design, and implement parks and recreation equipment improvements and expansions in the county.	Budgeted FY25 dog park land assessment.		Finished or on-schedule.	
92				Provide safe, secure, and functional park facilities in each community in the county.	Design and implement upgrades and repairs to existing park facilities.	Budgeted swing set at Highlands Pinion Park.		Finished or on-schedule.	
93				Provide safe, secure, and functional park facilities in each community in the county.	Design and implement upgrades and repairs to existing park facilities.	Budgeted 1964 Storey County Swimming Pool, phase 1 of 2 design improvement FY25.	This may be a \$10 million cost and needs to be prioritized against other critical infrastructure. Grants opportunities are in review.	Work to be done or uncertain elements.	
94				Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increasing need to work with residents to identify viable off highway vehicle (OHV) areas for future designation. Planned FY25.		Work to be done or uncertain elements.	
95				Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increased need to engage in OHV forum/club outreach to properly align OHV maps to public OHV trails and away from private communities. Planned FY25.		Work to be done or uncertain elements.	
New				Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Investigate opportunities to create an OHV Staging area for vehicles/trailers off main roads.		Work to be done or uncertain elements.	
96				Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Supported Sheriff's OHV program grants.		Finished or on-schedule.	

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97				Manage Off Highway Vehicle (OHV) use in lands surrounding communities.	Divert OHV uses away from private properties, homeowners' association areas, and other unpermitted areas.	Increased need to demonstrate private properties and BLM land to Google Maps, Apples Maps, and other online mapping software providers. Planned FY25.		Work to be done or uncertain elements.	
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Recruitment, hiring, and retention of Veterans and other military connected families.	Storey County partnership with DoD Skillbridge program to provide civilian work experience during the last 180 days of their military service.	Investigate opportunity with DoD Skillbridge to become a DoD Skillbridge partner.	https://skillbridge.osd.mil/	Neutral/Acknowledged.	CM/HR
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Recruitment, hiring, and retention of Veterans and other military connected families.	Storey County support of Guard/Reserve.	Storey County completion of the ESGR State of Support form.	https://www.esgr.mil/Employers/Statement-of-Support	Neutral/Acknowledged.	CM/HR
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Improve awareness and access to information in all county communities regarding veteran and survivor benefits & resources.	Increase the number of Veteran Advocates (not VSOs) within Storey County.	Encourage county employees, and businesses within Storey County to complete the Nevada Department of Veterans Services Veteran Advocate Program every 3 years to learn about county, state, and federal benefits.	https://veterans.nv.gov/community/veterans-advocacy/	Neutral/Acknowledged.	CM/HR/HCS/CCI
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Improve awareness and access to information in all county communities regarding veteran and survivor benefits & resources.	Accredited Veteran Service Officer availability (not advocates)	Partner with Veteran Service Organizations in Northern Nevada to have a VSO in attendance to assist with claims at local events, and or scheduled in the slammer, or other similar location.	https://www.va.gov/ogc/apps/accreditation/index.asp	Neutral/Acknowledged.	HCS/CCI
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Improve awareness and access to information in all county communities regarding veteran and survivor benefits & resources.	Current and updated Veteran Resource page on Storey County website.	Ensure webpage is updated annually at a minimum, or as new information/updates are received.	https://www.storeycounty.org/538/Veteran-Services	Neutral/Acknowledged.	PR
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Recognition of Veterans, prior/current service military families, and caregivers.	Recognize and learn about the contributions veterans have made to the prosperity of Nevada and the United States, while building relationships with Veteran Organizations, elected officials, Veterans, and their families.	Encourage Storey County employees, particularly veterans, to attend "Veterans Day at the Legislature" each 3rd Wednesday of March during each regular session of the Legislature	NRS 236.047	Neutral/Acknowledged.	HR
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Annual Recognition of Operation Green Light.	Presentation each October at the BOCC for Resolution approval each November	Place green light in windows of county offices and businesses each November	https://www.naco.org/program/operation-green-light-veterans	Neutral/Acknowledged.	CM/BOCC
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Improve awareness and access to information in all county communities regarding veteran and survivor benefits & resources.	Advocate on behalf of veterans and eligible family members to receive the benefits in which they are rightfully earned.	Join NACVSO Auxiliary to provide support to NACVSO (National Association of County Veterans Service Officers)	https://www.nacvso.org/membership-information	Neutral/Acknowledged.	CM/HR
New	2. Support the health and resiliency of our communities.	2.7	Support the health and resiliency of our Veterans, Prior & Current Service Military (Active Duty, Guard, & Reserve) and their families:	Recognition of Veterans, prior/current service military families, and caregivers.	Ensure military from all branches, past and present, men & women, families, survivors, and caregivers are recognized for their	Social media presence.	https://www.uap.org/post/important-military-dates-holidays/	Neutral/Acknowledged.	PR
98	3. Respect and promote the distinct character and heritage of our communities.	3.1	3.1 Encourage public participation in setting the future direction of each unique community.	Facilitate public awareness and involvement in community affairs.	Utilize online and other resources to provide information to the public	Explored several mobile apps. Budgeted for potential application FY25.		In progress with anticipated completion in FY25.	CM, PR
99				Facilitate public awareness and involvement in community affairs.	Utilize online and other resources to provide information to the public	Electronic reader board for Mark Twain Community Center budgeted FY25.	PM is working on this project.	Finished or on-schedule.	IT

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100				Facilitate public awareness and involvement in community affairs.	Facilitate public participation in the Storey County Master Plan update.	Began Master Plan update workshops in each community and by Zoom. Complete by October 2024.		Finished or on-schedule.	
101		3.2	3.2 Support infrastructure that enhances the character and heritage of our communities.	Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	Educating area landowners and developers about the existence and value of the Petroglyphs.		In progress with anticipated completion in FY25.	
102				Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	Preparing conversations for FY25 encouraging alternatives that minimize impacts to the Petroglyphs.	Possible bullet proof enclosure? FY26	In progress with anticipated completion in FY25.	IT
103				Protect Lagomarsino Petroglyphs.	Coordinate with adjacent landowners and applicable agencies to minimize roads and other development potentially impacting petroglyphs.	As a Cooperating Agency with the BLM on the Green-link project, encouraging major power transmission line alignment away from the Petroglyphs.		In progress with anticipated completion in FY25.	
104				Protect Lagomarsino Petroglyphs.	Provide security and public enjoyment at the Petroglyphs.	Planning to explore opportunities to facilitate 24/7 ranger station or onsite security in FY25.		In progress with anticipated completion in FY25.	
105				Protect Lagomarsino Petroglyphs.	Provide security and public enjoyment at the Petroglyphs.	Need to look at all options for this area, including possible regional assistance. This is an ongoing and growing area of work.		In progress with anticipated completion in FY25.	
106				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Added simple xeriscaping (low/no water) to the Sheriff's Lockwood Substation.		Finished or on-schedule.	
107				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Continuing to work with artisan to complete north wrought iron fence of Courthouse.		In progress with anticipated completion in FY25.	
108				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Coordinating with Highlands to paint and refresh interior of dedicated community center building.		In progress with anticipated completion in FY25.	
109				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Repaired outdoor lighting at Highlands Community Center	Need to make "dark skies" adjustments. Happening now.	In progress with anticipated completion in FY25.	
110				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Repaired outdoor lighting at Mark Twain Community Center.		In progress with anticipated completion in FY25.	
111				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintain Mark Twain Veterans' Memorial.		Finished or on-schedule.	
112				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Install flagpole at the Justice Court. Budgeted for early FY25.		Finished or on-schedule.	
113				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintaining orderly parking lots and equipment maintenance yards.		Finished or on-schedule.	
114				Reflect community pride and identity in public facilities.	Maintaining clean and well-managed building exteriors that complement the surrounding community.	Maintaining or installing "dark skies" conforming light fixtures on all county facilities.		Finished or on-schedule.	
115				Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	Adjustments being made to complete road repair projects in accordance with annual Roads Capital Improvement Plan and the year budget. Changes to plan and review will be implemented in FY25.	Monitoring FY25 reality of Tesla post-abatement revenues before expanding this.	Finished or on-schedule.	
116				Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.	Replaced broken streetlamps on B and C Streets in Virginia City and LED bulbs.		In progress with anticipated completion in FY25.	

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117				Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.		The county has conformed to the transportation infrastructure goals and policies of the Storey County Master Plan in each community.	Finished or on-schedule.	
118				Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.		Boardwalk maintenance and repairs are annual challenges. The county continues to enforce county codes regarding boardwalk maintenance. The county has also approached the Chamber of Commerce about implementing the Main Streets America program to assist businesses with these repairs.	Work to be done or uncertain elements.	
119				Develop and maintain roads and infrastructure that is compatible with the built environment in each community.	Repair road and pedestrian infrastructure.		The Virginia City Tourism Commission has made improvements to public transportation support systems. The county provides services to the VCTC by interlocal agreement and has offered to assist as needed.	Finished or on-schedule.	
120				Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.		In cooperation with the fire district, the county fulfilled a dedicated community center in the Highlands.	Done.	IT
121				Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.		Completed Lockwood Community Center phase 1 design in cooperation with Community Chest, school district, and local stakeholders.	Done.	
122				Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.		Coordinated multi-year agreement and infrastructure development plan with Fire District to vacate MT Community Center for full use as a community center.		
123				Provide a community center in the Highlands, Lockwood, Mark Twain, and Virginia City.	Modify existing facilities and construct new facilities to provide community center services.		Exploring potential community center facility expansion at Hugh Gallagher Elementary School if vacated by the school district.		
124		3.3	3.3 Support historic preservation in the Virginia city and Gold Hill areas.	Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.		Budgeted FY25 assistance to non-profit with grant efforts to install an elevator at Saint Mary's Art Center, phase 1 of 2 design.	Pending SHPO	
125				Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.		Budgeted FY25 assistance to non-profit with seismic retrofit of Saint Mary's Art Center, phase 1 of 2 design.		
126				Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.		Added resources to County Manager's Office enabling the county to build a non-profit organization program for Piper's Opera House. This is per a five-year plan that was delayed by Covid and other circumstances.	RFQ public bid is out now. (Discuss MOU for large event support if this is a necessity).	IT
127				Improve and maintain county-owned historic structures with assistance of qualified non-profit organizations.	Designate and assist qualified non-profit organizations to maintain historic county-owned structures.		County will need to conform to SHPO Piper's Opera House structures repairs and maintenance program. Establishing non-profit management systems will resolve these matters.		

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128				Make necessary upgrades to the Storey County Courthouse to ensure its future as a public service facility.	Seek fiscal resources to improve structural integrity of the Courthouse.	The county continues to seek funding for seismic retrofits to the Courthouse in accordance with historic structures report.		In progress with anticipated completion in FY25.	
129				Make necessary upgrades to the Storey County Courthouse to ensure its future as a public service facility.	Seek fiscal resources to improve structural integrity of the Courthouse.	Electronic door locks and security upgrades done.	Done. Possible metal door resmbing a histrical door? Will original doors need to be preserved for historiacl purposes?	Finished or on-schedule.	IT
130	4. Attract, retain, and grow businesses that will support long-term sustainability.	4.1	4.1 Provide an environment that supports and promotes quality business growth and development.	Provide high-speed broadband internet services to all residents and businesses in Storey County.	Utilize the expertise and resources of a qualified broadband service provider to develop infrastructure and provide affordable internet services.	Approved CC Communications broadband MOU. Work begins this summer.		Finished or on-schedule.	IT
131				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Reduce bureaucracy and foster a business-friendly and customer-oriented government.	A facilities analysis and strategic plan is budgeted in FY25.		Finished or on-schedule.	
132				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<u>Reduce</u> bureaucracy and foster a business-friendly and customer-oriented government.	A county code review for inconsistencies and inefficiencies is budgeted in FY25. Code updates are funded too.		In progress with anticipated completion in FY25.	
133				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<u>Provide current, fair, and efficient business regulations.</u>	The county maintains streamlined, responsive, and efficient government.		In progress with anticipated completion in FY25.	
134				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	<u>Provide current, fair, and efficient business regulations.</u>	An interlocal agreement between the county and VCTC is complete. The county will in FY25 seek professional services to review, update, and align Storey County Codes with Virginia City Tourism Commission Codes.		Finished or on-schedule.	
135				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	Adding a Business Development Officer has ensured continued fast and thorough responses.		Finished or on-schedule.	
136				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	The county utilizes social media and other online outreach for business development, and it recognizes that advancements can be made in this area. The county is also exploring an app to communicate directly to residents and businesses.	PR Officer will be tasked with further improvements.	In progress with anticipated completion in FY25.	

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137				Maintain Storey County's competitive business environment in Nevada and provide distinguished services to business stakeholders in Storey County.	Respond quickly and accurately to customer questions and demands.	Phone tree automation is kept to a minimum.		Finished or on-schedule.	
138				Provide needed assistance for business growth and development.	Study areas of needed and address known deficiencies.	RCG Economics is now working on the county's Housing Needs Assessment.	Done July or August.	Finished or on-schedule.	
139				Provide needed assistance for business growth and development.	Study areas of needed and address known deficiencies.	The county continues to seek and provide funding and programs that help small businesses with workforce, housing, and business needs.		In progress with anticipated completion in FY25.	
140				Provide safe, clean, and professional facilities for businesses and prospective business clients.	Improve facilities to enhance business attraction and development	TRI-Center public restroom improvements budgeted in FY25.		Finished or on-schedule.	
141				Provide safe, clean, and professional facilities for businesses and prospective business clients.	Improve facilities to enhance business attraction and development	The county van is in prison getting painted. The van will soon appear professional and will sport graphics promoting Storey County.		Finished or on-schedule.	
142				Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	Coordination with the S.C. Chamber of Commerce to promote small business assistance has begun. This is an emerging area.		Work to be done or uncertain elements.	
143				Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	The county is continuing to expand potential assistance for workforce development and retention, childcare options, fringe benefits, and other support for small businesses. This is an emerging area.		In progress with anticipated completion in FY25.	
144				Provide and coordinate resources to small businesses and entrepreneurs in Storey County.	Develop and coordinate programs that support small businesses and entrepreneurship in Storey County.	The county coordinates with area resources to minimize duplication of services.		Finished or on-schedule.	
145		4.2	4.2 Support the tourism development efforts of the Virginia City Tourism Commission.	Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	Federal funding was secured for the Fairgrounds water and electrical upgrade, phase 2 of 2.	Construction summer 2024.		Finished or on-schedule.	
146				Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	The county ensured compatibility of Taylor Street reconstruction with VCTC planned pocket park.			Finished or on-schedule.	
147				Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	The Virginia City vehicle parking and circulation study is budgeted for FY25.			Finished or on-schedule.	

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Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
148				Plan and facilitate infrastructure needed to implement successful tourism programs and facilities.	Community and emergency office members expressed desire to explore potential one-way traffic and increased parking on parts of B, D, and E Streets. This project will occur in FY25 in concert with the Virginia City parking study.	Egress plans/presence/EM preparedness added to local plan.		In progress with anticipated completion in FY25.	EM
149				Update the Storey County Master Plan	Include key stakeholders in discussions and decisions of the Storey County Master Plan update.	VCTC and other stakeholders will be involved with the master plan update.		Finished or on-schedule.	
150				Share services to maximize resources.	Maintain interlocal agreement between the County and the Virginia City Tourism Commission to share and minimize duplicated services.	The VCTC-Storey County interlocal agreement was completed.		Finished or on-schedule.	
151	5. Storey County governance is accessible and transparent.	5.1	5.1 Encourage public participation in all aspects of governance.	Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county desires to upload board meeting audio/video recordings to website in FY25.	OnBase program upgrades are in process FY25.	In progress with anticipated completion in FY25.	
152				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	FY25 budgets include public outreach apps and programs.	SCSO app is available.	Finished or on-schedule.	IT
153				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county continues to increase public records on its website in FY25.		Finished or on-schedule.	IT
154				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	The county returned to Civic Plus website platform.		Finished or on-schedule.	IT
155				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	County website content was updated by IT and departments.		Finished or on-schedule.	IT
156				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize technology and online resources to reach and involve stakeholders in government meetings and decisions.	Website core training completed.		Finished or on-schedule.	IT
157				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county plans to increase town hall, community interest, and other items on the website in addition to socials for FY25.		In progress with anticipated completion in FY25.	IT

Storey County Strategic Plan
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 Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
158				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The planning commission is increasing meetings in each community.		Finished or on-schedule.	
159				Effectively inform and provide opportunities and encourage resident, business, and stakeholder engagement with Storey County government.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county plans to increase telephone, mail, fliers, and other non-electronic means of communication where feasible in FY25.		In progress with anticipated completion in FY25.	
160		5.2	5.2 Provide accurate and timely information to every community.	Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county created a brand for Storey County: "Bold Ideas that Build Nevada".		Finished or on-schedule.	
161				Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county determined that its existing seal is well known and respected. The seal is the county's branding logo.		Finished or on-schedule.	
162				Provide accurate and accessible information and public records.	Utilize technology and online resources to enhance awareness and provide information to stakeholders.	The county will explore in FY25 expansion of social media and possible app to communicate directly to businesses and residents.		In progress with anticipated completion in FY25.	
163				Provide accurate and accessible information and public records.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	The county will expand use of non-electronic means of communicating with citizens (fliers, mail, etc.).		In progress with anticipated completion in FY25.	
164				Provide accurate and accessible information and public records.	Utilize traditional means to reach and involve stakeholders, including those who do not use the internet, in government meetings and decisions.	Community town halls occurred frequently in FY24, with focus on major projects.		Finished or on-schedule.	
165				Provide accurate and accessible information and public records.	Utilize existing public records management programs.	Training new elected officials and staff on public records systems is ongoing and budgeted for FY25.		Finished or on-schedule.	IT
166				Provide accurate and accessible information and public records.	Utilize existing public records management programs.	Public records request consistently meet NRS requirements.		Finished or on-schedule.	
167	6. Provide excellent, predictable, and efficient service to all our communities.	6.1	6.1 Anticipate, evaluate, and plan for public service needs.	Establish standard service levels for various county services.	Evaluate types and methods of services in other counties.	Conduct a comparable study of area counties where Storey County services need improvement.	Project initiated July 8.	Finished or on-schedule.	
168				Improve awareness and access to information in all county communities.	Develop improved communication strategies that provide advanced information on services service levels.			Neutral/Acknowledged.	
169				Maintain efficient buildings and facilities use and expansions.		The county budgeted for a facilities analysis and strategic plan for FY25.		Finished or on-schedule.	IT
170				Seek and secure grants and funding assistance that enhance county services.	Seek grants and financial assistance that benefit the County without undue burden.	The county is evaluating the cost versus benefit of grants before applying for them.		In progress with anticipated completion in FY25.	
171				Maintain effective government affairs.	Maximize team member knowledge and skills with organized assignments.	The county maintains a lobbyist work plan that maximizes resources and efficiency.		Finished or on-schedule.	

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Perspectives and Goals

Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
172				Maintain effective government affairs.	Monitor federal activities, remain current on trends, and respond appropriately.	The county expanded its membership and is engaged with federal government affairs organizations.		Finished or on-schedule.	
173				Maintain effective government affairs.	Monitor <u>state and local</u> activities, and remain current on trends, <u>and respond appropriately.</u>	The county testified to the legislative interim committee and corresponded with legislators ensuring representation on water issues.		Finished or on-schedule.	
174				Maintain effective government affairs.	Monitor <u>state and local</u> activities, and remain current on trends, <u>and respond appropriately.</u>	The county continues to monitor bills, regional discussions, media, and other communications.		Finished or on-schedule.	
175				Maintain effective government affairs.	Monitor <u>state and local</u> activities, and remain current on trends, <u>and respond appropriately.</u>	The county regularly participates in community forums, Regional Development Authorities, regional development agencies, associations, lobbyist groups, and government affairs organizations.		Finished or on-schedule.	
176				Improve function, safety, and accessibility of public facilities.	Maintain communication with area leaders and agencies.	The Storey County Regional Benefits Report is regularly distributed to legislatures, agencies, and area leaders as needed.		Finished or on-schedule.	
177				Improve function, safety, and accessibility of public facilities.	Assess buildings for needed functional, security, and accessibility upgrades, implement upgrades to buildings within available funds.	Completed: (1) Courthouse electronic door locks, camera upgrades, seismic window treatment, and on-site security consol; (2) TRI McCarran Center electronic door locks and camera upgrades; (3) general facility camera upgrades; (4) swimming pool security systems; (5) Justice Court security upgrades.		Finished or on-schedule.	
New		6.1	6.1 Anticipate, evaluate, and plan for public service needs.	Improve function, safety, and accessibility of public facilities.	Assess buildings for needed functional, security, and accessibility upgrades, implement upgrades to buildings within available funds.	Expansion of the TRI County Complex; relocate Fire District & expand Public Works and other		Neutral/Acknowledged.	
178					Utilize existing professional services contracts and technology programs to maximum potential.	The county maintains a contract with DOWL for roads, water, and infrastructure project management.		Finished or on-schedule.	
179					Utilize existing professional services contracts and technology programs to maximum potential.	Departments evaluate Tyler Systems capabilities before considering new software systems and vendors.		Finished or on-schedule.	
180				Meet growing project demands through in-house and contracted services.	Utilize professional services contracts and technology programs to additional applications not able to be fulfilled with current staffing resources.	The county has expanded RFPs and RFQs and other means to secure best possible contracts for facilities projects. The county is exploring possible service contracts or RFP/RFQ for buildings and facilities management.		Finished or on-schedule.	
181				Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The county team reviews and aligns department level and county level strategic plans in preparation for the tentative budget and capital improvement plan.		Finished or on-schedule.	
182				Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The strategic plan this year is more detailed and better aligned with department plans and operations. The plan next year will include more performance metrics.		Finished or on-schedule.	

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Item Nr	Perspective	Goal #	Goal	Objective	Strategy	Tactic(s)	Notes	Status	Applicable Department(s)
183				Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	The Capital Improvement Plan is aligned with expected revenues and the strategic plan.		Finished or on-schedule.	
184				Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	Update strategic plan with BOCC in November 2024 to align with the spring budget process.		In progress with anticipated completion in FY25.	
185				Maintain strategic plan alignment.	Review the strategic plan annually and update it as necessary to match current and projected resources.	Maintain the strategic plan as a "living document".		In progress with anticipated completion in FY25.	
186				Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between the county and fire district was approved for the Fire Station 71 project.	In progress; needs updating.	Finished or on-schedule.	IT
187				Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between county and fire district is being prepared for general shared services.		In progress with anticipated completion in FY25.	IT
188				Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	An interlocal agreement between county and VCTC was approved to share services and minimize function duplication.		Finished or on-schedule.	
189				Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	A memorandum of understanding was completed with Comstock Cemetery Foundation to operate and enhance county cemeteries.	The MOU will need to be re-approved per a land survey of cemetery expansions.	In progress with anticipated completion in FY25.	
190				Maintain effective and statutory compliant public services, and cooperate with outside agencies to complete projects.	Utilize interlocal agreements and Memorandums of Understanding to maximize efficiency minimizing duplication.	The county continues to maintain interlocal agreements with the State of Nevada and other agencies for indigent, health, natural resources, law enforcement, and other services.		Finished or on-schedule.	
191				Ensure effective, consistent, and appropriate use of county funds and resources.	Maintain responsible and current administrative policies and procedures.	The county completed several major administrative policy updates including fiscal policies and vehicle uses. Additional policy updates are planned for FY25.		Finished or on-schedule.	
New				Create and maintain effective goals, policy guidance, and balance current and future needs of Storey County.	Maintain comprehensive, and current organizational management	Complete a general review annually, and a comprehensive review of countywide plans every other year - in even numbered years (opposite legislative sessions).	Review mission, vision, goals, SWOT analysis. Make CIP/Strat Plan living documents.	Neutral/Acknowledged.	
New				Create and maintain effective goals, policy guidance, and balance current and future needs of Storey County.	Maintain comprehensive, and current organizational management	Meet with necessary Storey County department heads/employees biennially to review countywide plans as a group (Piper's).		Neutral/Acknowledged.	



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. Aztec's Concrete LLC – Contractor / 20906 White Rock Dr. ~ Reno, NV
- B. Blue Moon Estate Sales – Out of County / 5684 Leon Dr. ~ Sun Valley, NV
- C. CAD Pest Control – Out of County / 3545 Airway Dr. Ste. 106 ~ Reno, NV
- D. Carson Home Improvement – Contractor / 4318 Hidden Meadow Dr. ~ Carson City, NV
- E. CC's Designer Magnets & More – Home Based / 116 Martin Ln. ~ Dayton, NV
- F. C & C Facility Services LLC – Out of County / 307 Madison Ave. ~ Memphis, TN
- G. Central Power Systems & Services – General / 132 Megabyte Dr. ~ McCarran, NV
- H. Concrete Solutions, Inc. – Contractor / 4515 Balsam St. ~ Las Vegas, NV
- I. Fred L Johnson Construction – Contractor / 3000 Alcorn Rd. ~ Fallon, NV
- J. Galdarisi Heating & Air Conditioning LLC – Contractor / 4477 Reno Hwy ~ Fallon, NV
- K. Mann Built Construction LLC – Contractor / 33 N. Rainbow Dr. ~ Dayton, NV
- L. Mars Home of Northern Nevada – Out of County / 616 Westwinds Dr. ~ Dayton, NV
- M. R & J Painting LLC – Contractor / 445 Vista Grande Dr. ~ Sparks, NV
- N. RC Hunt Electric Inc. – Contractor / 1863 West Alexander St. ~ Salt Lake City, UT
- O. Redwood Electric Group – Contractor / 2775 Northwestern Pkwy ~ Santa Clara, CA
- P. Renewal by Andersen of Greater Nevada – Contractor / 5175 W. Diablo Dr. # 110 ~ Las Vegas, NV
- Q. Sawdust Corner Steakhouse & Bakery – General / 18 S. C St. ~ Virginia City, NV
- R. Valeo North America, Inc. – General / 2625 USA Parkway ~ McCarran, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley mead

Department: Community Development

Contact Number: 775-847-0966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

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

November 6, 2024
Via Email

Fr: Ashley Mead

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

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Aztec's Concrete LLC** – Contractor / 20906 White Rock Dr. ~ Reno, NV
- B. Blue Moon Estate Sales** – Out of County / 5684 Leon Dr. ~ Sun Valley, NV
- C. CAD Pest Control** – Out of County / 3545 Airway Dr. Ste. 106 ~ Reno, NV
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- R. Valeo North America, Inc.** – General / 2625 USA Parkway ~ McCarran, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 11/19/2024 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20 min.

Agenda Item Type: Correspondence

- **Title:** Correspondence.
- **Recommended motion:** No action.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** General correspondence to the board.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **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

ROGER E. HILLYGUS

§

AUTHORITIES

RE: NOTICE OF LIABILITY

OCTOBER 25, 2024

To: STOREY COUNTY BOARD COMMISSIONERS

SPEEDY TRIAL FAILURE SUPPORT FOR DISMISSAL

STATEMENT OF THE CASE AND FACTS

[ALLEGED "STALKING" and "OBSTRUCTION" case # 20 CR 00082 F1 IN THE JUSTICE COURT OF VIRGINIA TOWNSHIP IN THE COUNTY OF FOR STOREY, STATE OF NEVADA.]

In a development concerning my case, Judge Eileen Herrington reinstated herself after initial recusal, amidst potential bias concerns involving Nellie Welch, clerk and spouse of Deputy Welch. On September 6, 2024, she granted District Attorney Anne Langer's request for a continuance due to Deputy Joseph Welch's absence. Notably, Deputy Welch was not a witness to the alleged crime, prompting questions about probable cause for the arrest. Additionally, appointed counsel Charles 'Chuck' Odgers seemed unfamiliar with key case arguments.

The delay in this case of four and a half years is in violation of the statutes of limitations and is prejudicing my state and federal rights to due process and a speedy trial as noted by the *Sixth Amendment*, which I have invoked many times, and have not waived my right. Also, I have invoked my rights while in the WCSO by written notice to Sargent Kester and Joe Goodnight Esq.

REFERENCES

A defendant's constitutional right to a speedy trial is violated if there is an undue delay after the accusation. (*U.S. v. Marion*, 404 U.S. 307, 313, 92 S. Ct. 455, 30 L. Ed. 2d 468 (1971)). One is accused arrested and held in custody for a criminal offense.

(*Marion*, 404 U.S. at p. 320; *U.S. v. MacDonald*, 456 U.S. 1, 102, 102 S. Ct. 1497, 71 L. Ed. 2d 696 (1982).)

In a misdemeanor case, one is also accused by the filing of a misdemeanor complaint. A defendant need not show actual prejudice in order to assert a speedy trial violation under the Federal Constitution, although it may be a factor to be considered. (*Barker v. Wingo*, 407 U.S. 514, 516, 92 S. Ct. 2182, 33 L. Ed. 2d 101 (1972)); Similarly, no particular length of delay is necessary to show a constitutional deprivation. (*Barker v. Wingo*, 407 U.S. 514, 92 S. Ct. 2182, 33 L. Ed. 2d 101 (1972)).

If the delay involved is less than one year, the court should engage in a balancing process and include consideration of the length of the delay, the justification, if any, for the delay, whether any demand for trial was made, and prejudice, if any, to the defendant. (*Barker v. Wingo*, 407 U.S. 514, 92 S. Ct. 2182, 33 L. Ed. 2d 101 (1972).) However, if the delay exceeds one year in a misdemeanor case prejudice is presumed, and if no justification is shown the case must be dismissed.

ARGUMENT

DISMISSAL IS WARRANTED AS THE DEFENDANT'S RIGHTS TO SPEEDY TRIAL AND FAIR LEGAL PROCEEDINGS HAVE BEEN COMPROMISED.

On June 20, 2020, Father's Day, Deputy Joseph Welch of Storey County charged me with 'Stalking' and 'Obstruction' after I retrieved and re-leashed a dog, which led to an individual whose own dog was untrained, and called 911 for a loose dog.

I instructed Ashraf Haroun, my secretary, to serve a 'Jury Demand' notice with the District Attorney and court, but the clerk's refusal to accept it has left it unrecorded on the Docket.

In Nevada, intentionally concealing evidence is a crime under NRS § 199.220. This includes failing to file a court document. The crime is a gross misdemeanor. This statute prohibits anyone from knowingly presenting false evidence or altering, destroying, concealing, or tampering with physical evidence in any judicial proceeding. I was self-represented as the defendant has the right to defend themselves known as due process. This is a violation and a crime under NRS by the clerk. The DA Anne Langer did respond to my "Jury Demand," with objection and the court denied my right without having a hearing.

The charges lacking probable cause often do not deter law enforcement. This matter has been ongoing for approximately over four years. It appears to have been fabricated to hinder me due to my involvement in another case. On October 9, 2024, Public Defender Charles "Chuck" Odgers admitted to me the alleged defendant and others no "Harassment/Stalking" or "Obstruction" occurred in this case as the evidence proves, therefore this is malicious prosecution per statue *NRS 199.310*.

As Charles Odgers has been appointed my public defender, I respectfully request that you review the entire case, which involves a substantial number of constitutional violations. I acknowledge that each of you sought public office with the aim of creating positive change or addressing systemic issues. This circumstance is precisely the kind of issue that most of you in office have accepted to tackle, given its inherent misconduct and malicious prosecution.

Mr. Odgers, in his capacity as my attorney, has elected not to pursue a discovery motion. *Brady v. Maryland, 373 US 83 (1963)*, remains the authoritative precedent, where the Supreme Court held that the prosecution must surrender all defense-favorable evidence.

The absence of a formal discovery request from Mr. Odgers raises concerns, as experts suggest that failure to do so within two weeks of case acceptance may be considered malpractice for a criminal defense attorney. Additionally, the prosecution's selective evidence release, while withholding other relevant information, is a critical issue, exacerbated by my attorney's lack of a discovery request.

CONCLUSION

Failure to protect rights triggers vicarious liability for entities, leading to drafting of a complaint to DOJ for Federal Court founded on *Monell v. NY Department of Social Services, 436 US 658 (1978)*, establishing municipal corporations' liability for employee misconduct.

Given the facts presented above, the commissioners are urged to take prompt action in this matter, as a "NOL" was previously provided to Charles "Chuck" Odgers on October 18, 2024, with no response received to date.

Respectfully submitted,

Roger E. Hillygus

/s/ Roger E. Hillygus



OCTOBER 25, 2024

CERTIFICATE OF SERVICE BY: USPS

775-515-3785 r.gus.gus.1966@gmail.com 990 Saguaro Dr. Sparks, Nevada 89433