



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING


06/03/2025 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

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

Members of the public who wish to **watch the meeting remotely** may do so by accessing the Storey County Clerk's new YouTube channel. To access the Channel and the Live Stream:

1. Open your browser and go to www.youtube.com/@storeycountyclerk
2. Click on the Storey County seal  when it has the **LIVE** display, or click on the video picture for the meeting in the playlist under the county seal with the **LIVE** display on the graphic.

- Public comment may be made by in-person appearance only. -

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

DONALD 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 three 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):** Public comment is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.
5. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the agenda for the June 3, 2025, meeting.
6. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the minutes from the April 1st, 2025, meeting.
7. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of the minutes from the April 15th, 2025, meeting.
8. **CONSENT AGENDA FOR POSSIBLE ACTION:**
 - I For possible action, approval of business license first readings:
 - A. Alpine Signs Inc. – Contractor / 1902 Idaho St. ~ Carson City, NV
 - B. BBM – Home Based / 4980 Dry Gulch Rd. ~ Reno, NV
 - C. Cache Creek Native Art – General / 27 S. C St. ~ Virginia City, NV
 - D. Codale Electric Supply – Out of County / 5225 W. 2400 S ~ Salt Lake City, UT
 - E. CVS Pharmacy. Inc. – Out of County / One CVS Dr. MC1160 ~ Woonsocket, RI
 - F. Doug Croisette Electric & Design – 7090 Quill Dr. ~ Reno, NV
 - G. High Mountain Construction LLC – Contractor / 947 Double R Blvd. Ste. 22 ~ Reno, NV
 - H. Image Drywall & Paint Inc. – Contractor / 3635 E Ruth Dr. ~ Wasilla, AK
 - I. J3 Construction Inc. – Contractor / 6437 N, Avondale Ave ~ Chicago, IL

- J. Nefab Packaging West LLC – Out of County / 8477 Central Ave ~ Newark, CA
- K. Tuff Wrap Installations Inc. – Out of County / 2080 Detwiler Rd. ~ Harleysville, PA
- L. TUV SUD America Inc. – Out of County / 401 Edgewater Pl. Ste. 500 ~ Wakefield, MA

II Approval of claims in the amount of \$5,572,232.25.

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

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

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

Consideration of approval of an Agreement for Professional Services contract between Storey County and J-U-B Engineering, Inc. This contract is related to on call and engineering professional services related to the TRI Center Drainage Analysis. J-U-B will be reimbursed for time and materials related to assisting County staff with the analysis of TRI Center drainage issues related to public areas and proposed public areas as identified in the Storey County and Tahoe Reno Industrial Center Development Agreement. This contract is for Phase I of the analysis which will research and evaluate drainage issues for existing and potential public areas not to exceed \$81,100. This amount has been included in both the Planning Department's budget for Fiscal Years 24/25 and 25/26 under the category of Professional Services.

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

Consideration and possible approval of the purchase agreement between Storey County and Dominion Voting Systems for Ballot Marking Devices and accessories in an amount not to exceed \$21,404.50.

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

Consideration and possible approval for County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.

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

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

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

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

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

For consideration and possible approval of the Second reading for Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B Street, Virginia City, NV.

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

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

Consideration and possible approval for Fire Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.

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

Consideration and possible approval to proceed with a Request for Statement of Qualifications for architectural and engineering services to develop design and associated construction documents for improvements to the newly acquired building located at 300 Italy Drive, future site of Fire Station 75.

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

Consideration and possible approval for the Fire Chief to pursue a donation from Switch Ltd. for a quint ladder truck not to exceed \$2.6 million and authorization to enter into an agreement for said donation.

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

Consideration and possible approval of Resolution No: 25-274, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires to include rates for a Rapid Extraction Module Support unit and updates to fuel costs.

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

Consideration and possible approval of Resolution No. 25-275 a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed Storey County Fire Protection District officials for the 2025-26 fiscal year and superseding prior year action by resolution for appointed Storey County Fire District employees with grade adjustments for cost-of-living increases, step percentage reduction, and addition of a Fleet Manager/Mechanics Position.

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

25. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 767 granting the Veterans of Foreign Wars, Evans-Kendall Post 8071, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for fiscal year 2025-2026 for the purpose of providing services to Veterans and the Storey County community.

26. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 768 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for fiscal year 2025-2026 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building, and for promoting the history of the Comstock and Storey County.

27. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 769 granting St. Mary's Art Center, a 501(c)(3) nonprofit, a sum not to exceed \$101,010.00 for fiscal year 2025-2026 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.

28. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 770 granting the 109 Comstock Ladies, a 501(c)(3) nonprofit, a sum not to exceed \$6,000.00 for fiscal year 2025-2026 for the purpose of preserving heritage and community through specific programs that support the children of the Storey County.

29. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 771, granting the Community Chest, Inc., a 501(c)(3) nonprofit, the sum of \$435,767.00 for fiscal year 2025-2026 for the specific purpose of funding health and human services and educational programs.

30. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 772 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$12,000.00 for fiscal year 2025-2026 for the purpose of aiding and assisting all Storey County residents.

31. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 25 - 773 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$35,500.00 for fiscal year 2025-2026 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

32. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and possible direction to county staff to research available data related to groundwater availability and conditions in the Virginia City Highlands, Highland Ranches, and Virginia Ranches, and present findings and potential solutions ensuring long-term water sustainability in accordance with the Storey County Master Plan and Water Resources Plan.

33. DISCUSSION/FOR POSSIBLE ACTION:

Discussion and direction to county staff and lobbyists regarding SB 69; bills regarding regional impacts in Storey, Washoe, Lyon, Carson, Douglas, and cities; SB78; AB32; bills supported or opposed by the Nevada Association of Counties (NACO); bills proposed by the Governor and legislative leadership since the last board meeting, and bills shown in the attached spreadsheet.

34. DISCUSSION/FOR POSSIBLE ACTION:

For Consideration and possible approval of business license second readings:

- A. Falcon Roofing Company - Contractor / 9805 Double R Blvd. #3059 ~ Reno, NV
- B. Fire and Risk Alliance LLC - Professional / 7640 Standish Pl. ~ Derwood, MD
- C. GourmenGo LLC - Out of County / 5150 Mae Anne Ave. Ste 405 #5427 ~ Reno, NV
- D. Heavy Duty Concrete & Pavers - Contractor / 422 Roberts St. ~ Reno, NV
- E. Legacy Air Heating, Cooling, Plumbing & Electrical - Contractor / 9410 Prototype Dr. #20 ~ Reno, NV
- F. Madelyns Tacos - Food Truck / 501 El Rancho Dr. Spc. 5 ~ Sparks, NV
- G. Michels Power Inc. - Contractor / 817 Main Sr. ~ Brownsville, WI
- H. Modpack System LLC - Contractor / 710N Post Oak Rd. ~ Houston, TX
- I. Panasonic Energy Corporation of North America (PENA) - General / 1 Electric Ave. ~ McCarran, NV
- J. Pavion Corp - Contractor / 4151 Lafayette Center Dr. Ste. 700 ~ Chantilly, VA

- K. Stratus Building Solutions of Reno – Out of County /
1575 Delucchi Ln. Ste. 116B ~ Reno, NV
- L. Tahoe Mini Crane Inc. – Contractor / 213 W Gardengate Way ~
Carson City, NV

35. **PUBLIC COMMENT (No Action):** Public comment is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.

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

37. **CLOSED SESSION:**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will commence immediately following the regular commission meeting.

38. **CLOSED SESSION:**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding the Storey County Sheriff's Office Employees' Association NAPSO Local 9110. This meeting will commence immediately following the closed session regarding the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041.

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 is welcomed at the beginning and end of each meeting. These comments should be limited to matters not already on today's calendar agenda. Public comment is again welcomed after each item on the agenda, & those comments should be limited to the agendized topic. Public comment is limited to 3 minutes per individual.
- 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, audiotape, 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 5/29/2025; Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at: <https://www.storeycounty.org/agendacenter>

By *Drema Smith*

Drema Smith
Administrative Assistant II



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 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 June 3, 2025, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Drema S 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: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 1st, 2025, meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 7758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS MEETING
4/1/2025 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

DONALD GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call

Commissioners Carmona, Gilman, and Mitchel Present – quorum established.

Total Attendance: 49

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

Commission Chairman Jay Carmona called the meeting to order at 10:01 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 April 1, 2025, meeting.

County Manager Austin Osborne requested that Item #11 be moved before Item #10.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda with the noted order change. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

6. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the Minutes from the March 4, 2025, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from our March 4, 2025, meeting as presented. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

7. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Brite Glass Inc. – Contractor / 100 Gentry Way # C7 ~ Reno, NV
- B. Build Group, Inc. – Contractor / 2121 N California Blvd Ste. 301 ~ Walnut Creek, Ca
- C. Crown Lift Trucks – Out of County / 44 S. Washington St. ~ New Bremen, OH
- D. Diversified Fall Protection – Contractor / 24400 Sperry Dr. ~ Westlake, OH
- E. GE Excavating – Contractor / 1123 Jo Lane ~ Gardnerville, NV
- F. HGI, Inc. – Professional / 503 Westlake Ave. N Ste 400 ~ Seattle, WA
- G. Hi Tech Commercial Service – Contractor / 1840 Stella Lake St. ~ Las Vegas, NV
- H. Horizon Equipment Repair – Out of County / 1606 Donna Way ~ Fernley, NV
- I. JP Fence LLC – Contractor / 16 Jones Rd. Ste. E ~ Mound House, NV
- J. Novo Logistics – General / 700 Milan ~ McCarran, NV
- K. Oxford Global Resources LLC – Out of County / 900 Cummings Center Ste. 326T ~ Beverly, MA
- L. Premier Drywall LLC – Contractor / 391 Smithridge Park ~ Reno, NV
- M. Prime Field Service Corp – Out of County / 575 W. 800 S. ~ Salt Lake City, UT
- N. Silver State Insulation LLC – Contractor / 105 Hercules Dr. ~ Sparks, NV
- O. TriiiForce LLC – Contractor / 1102 Reed Cir. ~ Fernley, NV
- P. United Fire Systems & Security LLC – Contractor / 2055 Helm Dr. ~ Las Vegas, NV
- Q. Universal Solar Direct – Contractor / 6555 S. Valley View Blvd. Unit 524 ~ Las Vegas, NV
- R. Voda Cleaning & Restoration of Reno & Carson City – Out of County / 5655 Riggins Ct. Ste. 13 ~ Reno, NV

II. Consideration and possible approval of the revision of Personnel policies 301 Personnel Office Role in the Hiring Process; 302 Source of Candidates; Open Recruitment; Promotion; Transfer and Eligible List to Vacant Positions; 303 Job Announcements; 304 Applications, Eligibility or Reduction of Applicants; 305 Examination Process and Interviewing Applicants; and 306 Applicant/Employee Reference Checks.

Commissioner Mitchell wanted to discuss Item #II, under the Consent agenda.

Mr. Osborne suggested moving the item to the regular agenda, and Commissioner Mitchell formally requested that the second item be pulled. Mr. Osborne suggested moving it to Item #11 on the regular agenda.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Item 1 Consent agenda.

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

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

Sheriff's Office

- Sheriff Cullen thanked Stacy York for obtaining the grant that paid for the body scanner at the jail.

Fire District

- Fire Chief Jeremy Loncar stated there will be more pile burning in the Highlands
- County-wide burn restrictions start May 1.
- In addition to a \$356,000 donation from Switch, the district is discussing with them the purchase of a new ladder truck.

Operations and Projects

- Coordinator Mike Northan said the transfer switch at 800 South C Street was installed, and site improvements are scheduled for this month.
- The re-working of the Mark Twain Community Center is down to \$1.6 million in costs.
- TRIC center public restroom remodel is estimated at \$222,000. It is on schedule. Bid opening is June 2.
- The Lockwood Senior Center is on schedule but there is an additional \$33,000 cost. With all the change orders, the cost increase is at 1.3 percent.

County Administrative Office

- Administrative Officer Lisa Maciel said that the new program contract manager, Chris Strada joined the county.
- The Swing set for the park in the Highlands was delivered this morning. Initial drafts for conditions and spacing requirements are coming soon.

Emergency Management

- Director Adam Wilson said the hazard mitigation plan is complete, and the department saved \$180,000 by doing it in-house.
- Planning for the Virginia City Highlands evacuation exercise is in progress.
- The planning group has a tabletop exercise scheduled at the TRIC center, involving Tesla and Panasonic.
- An emergency planning meeting will be April 9 at TRIC, and there is a zoom option.
- The Department has applied for grants for road barriers of at a cost of \$17,000.
- The Department has finalized a grant for Stop the Bleed courses.

VCTC

- Tourism Director Todd Tuttle said it was Tourism Day at the Legislature today.
- He thanked the Sheriff's Office, the Fire District and Emergency Management for help with the Rocky Mountain Oyster Fry.
- Last Saturday's Concert was standing room only for the Renegade Orchestra.
- The Father-Daughter Day and Dances on April 12 are sold out.
- The 54th Grand Prix is April 26-28.
- Chili on the Comstock is May 17-18.
- The Fast Car Rally is on May 17.
- The Celebration of Heroes Parade is Saturday, May 24 at noon.
- The Reno-Tahoe Odyssey Relay is May 31, beginning early in the morning.

Human Relations

- Director Brandi Lopez said the onboarding process is being used and two new employees have started through this program.
- Health insurance options for vision and dental were 2-year contracts last year, so they will be renewed in 2026. For this year, Anthem came out at 15 percent increase. There were two other bids, from Prominence and Hometown Health, which would have caused disruptions for employees. Anthem came down to 9.73 percent increase overall, with a life insurance inclusion, so it was decided to stay with them.

Community Development

- Joseph Starnes said there have been 157 inspections of over 46 million square feet, mostly located in the industrial park.
- To date 27 business licenses and 47 permits have been received.
- Congratulations to Dan Horton for getting his commercial credential, and Scott Cunningham for getting his zoning and property management credentials.

Public Relations

- Director Julie Moreno-Fritz said that in addition to LinkedIn, Next Door and Blue Sky have been added to our X and Facebook accounts.
- There will be several activities for Public Service and Employee Appreciation Week, to be celebrated by a BBQ on May 9th.

Justice Court

- Justice of the Peace Eileen Herrington said the numbers of traffic cases are increasing: in comparison, there was 2,470 traffic cases for all of 2024, while we have already recorded 1,300 traffic cases between January and March 2025.
- She thanked Mike Northan, Public Works and the IT department for upgrades at the Justice Court.

Clerk & Treasurer

- Jim Hindle said property tax delinquency notices were sent out. There are 352 parcels delinquent at the close of March 3, which is on par with past years. 352 is about 8 percent of the total parcels in the county. The most important tracking to note are parcels which have been delinquent for more than 3 years: these total 32, down slightly from a year ago, and are under 1 percent of total parcels in the county.
- On the District Court schedule, there was a civil case scheduled to run the month of June, but that case has been postponed to October.

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

Jay noted the passing Carol Clifford, formerly of Virginia City, and Tresa Harrell of Rainbow Bend.

7.II CONTINUED FROM THE CONSENT AGENDA: (DISCUSSION/FOR POSSIBLE ACTION): II. Consideration and possible approval of the revision of Personnel policies 301 Personnel Office Role in the Hiring Process; 302 Source of Candidates; Open Recruitment; Promotion; Transfer and Eligible List to Vacant Positions; 303 Job Announcements; 304 Applications, Eligibility or Reduction of Applicants; 305 Examination Process and Interviewing Applicants; and 306 Applicant/Employee Reference Checks.

Commissioner Mitchell asked about the elimination of part-time employees for consideration for recruitment.

Human Resources Director Brandie Lopez said the County had intermittent/part-time employees and regular part-time and full-time employees. She said the County has not had regular part-time employees since 2018, because intermittent/part-time employees offered more flexibility.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve sub-item II from the Consent agenda as presented. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

11. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to proclaim April 13, 2025, through April 19, 2025, as National Public Safety Telecommunications Week.

Dispatcher Elizabeth Spence said this proclamation is an annual item that honors telecommunications personnel in the public safety community.

Public Comment: None

Motion: I, Commissioner Mitchell, move to proclaim April 13, 2025, through April 19, 2025, as National Public Safety Telecommunications week in Storey County, NV. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously

10. DISCUSSION ONLY: Review and discussion on the 2025-2026 Storey County Tentative Budgets.

Comptroller Jennifer McCain said this discussion was in advance of the 2025-2026 Tentative Budget which will be presented to the Board on April 15, 2025. She said this budget's General Fund revenues will cover the County's expenses, but there are changes in the budget including increases in health insurance and PERS contributions, liability insurance and changes in the Ad Valorem apportionment. Any changes related to the AFSCME union negotiations will not be included but will be paid out of the contingency fund. The Ending Fund Balance for the General Fund is expected to be about \$15,600,000.

- The PERS increase is expected to be 2.5 percent and 8.57 percent for police and firefighters.
- There are 8 new positions, 12 reclassifications, 2 eliminated positions and 1 transfer.
- Health insurance is expected to rise 10 percent.
- Liability insurance is expected to rise 20 percent.
- Transfers are at about \$15 million, and will go into Roads, the TRI Payback, the Capital Project Fund and the Grant Fund. It also includes a \$280,000 transfer into Piper's for operating costs.
- Ending fund balance is approximately \$15 million.
- The Government Finance Officers' Association recommends the Ending Fund Balance should be 15-20 percent, and it could be higher for smaller counties, in case of emergencies or necessary projects. Special revenue funds help with emergencies and capital projects, and our 43 percent Ending Fund Balance indicates a strong and stable financial picture.

Ms. McCain then went over changes in other departmental budgets and funds.

During discussion of the Justice Court budget, Judge Eileen Herrington said Storey County needs a pre-trial services officer to manage cases of people released, to reduce risk of re-arrest, and for safety for victims and the community. Law enforcement conducts alcohol and drug testing. Past practice is not enough anymore. We need ongoing professional guidance and oversight. Often defendants are re-arrested because of testing positive before their court appearances. Criminal cases are increasing. The officer will closely monitor defendants. She said the officer could not be under the Justice Court supervision, so the cost will be borne by the Sheriff's Office. District Attorney Anne Langer reiterated the need for a pre-trial services officer.

Clerk & Treasurer Jim Hindle said one change in District Court is judges have asked for Storey County to pay a security assessment each year of \$25,000. They expect to add more security personnel in Carson City and they will also support the court in Storey County.

Ms. McCain said there were changes in Ad Valorem apportionment to preclude large transfers. She emphasized that the changes in budgets in no way affect the tax rate. Clerk & Treasurer Jim Hindle reiterated that point. He said it shows the normal movement of funds that we are making. It can be adjusted every year. Ms. McCain said these funds were line-items that would show up on tax bills, however there is no tax increase.

Ms. McCain then went over other revenue funds.

- Interest distribution funds: the County has 3 investment entities. We are bringing a policy that will change that distribution to more adequately distribute funds where they are most needed.
- Building permits: these are budgeted at \$4 million, but it is expected to double. There has been a significant increase in building permit revenue.
- An increase in gas tax revenue, not an increase in the tax, will come before the board.

Ms. McCain went over the Special Revenue Funds and changes in Roads, Capital Projects and others, and these funds would be apportioned into the Ad Valorem funds. She also said rollovers for projects from one fiscal year to another at times may appear to be an increase. Ad Valorem apportionment will improve things with different funds. Other funds discussed include the Grants Fund, the TRI Payback Fund, the VCTC budget and Piper's Opera House.

County Manager Austin Osborne said the abundance of projects trace back to the commissioner's budget and he has budgeted sufficient funds for capital projects managers under professional services.

Public Comment: None

12. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of an expenditure not to exceed \$9,000 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY 2025-2026 pursuant to NRS 534.040(2).

Administrative Officer Lisa Maciel said this is an annual assessment to approve the \$9,000 and it will exempt property owners from the assessment. The County has covered this in the past.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve an expenditure not to exceed \$9,000 to the Nevada Division of Water Resources for the assessed value of taxable property situated

within the confines of the Groundwater Basin located in Storey County for FY 2025-2026 pursuant to NRS 534.040(2). **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

- 13. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to authorize Storey County Business Development to reallocate \$1,500 of budgeted and available funds from the Professional Services account to sponsor the Western Nevada Development District Summit to be held in Virginia City, April 21 & 22, 2025.

Grants Manager Sara Sturtz said the theme for the WNDD summit is Building a Stronger Nevada and the Main Street USA program and will be held in Virginia City April 21-22, 2025. This sponsorship will help support the organization and include two tickets to the summit and dinner. Commissioner Mitchell and Sara Sturtz are on the WNDD board and will be attending the event.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the authorization for Storey County Business Development to reallocate \$1,500 of budgeted and available funds from the Professional Services account to sponsor the Western Nevada Development District Summit to be held in Virginia City, April 21 & 22, 2025. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

- 14. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval authorizing Storey County staff to reallocate \$32,360.50 originally allocated to cover the costs of an elevator design at St. Mary's Art Center (SMAC) to instead be allocated to address the structural issues identified in the north kitchen, moisture mitigation, replacement of radiator controls, and service of the boiler system at SMAC.

Ms. Sturtz said this allocation was originally intended for an elevator design for St. Mary's Art Center, but delays in the design and needed repairs in the kitchen require a redistribution of funds. She said the county budgeted \$29,000 for floor replacement and \$125,000 for the elevator design, but instead they are requesting that all the funds be used for the kitchen repair.

Public Comment: None

Motion: I, Commissioner Mitchell, move to authorize Storey County staff to reallocate \$32,360.50 originally allocated to cover the costs of an elevator design at St. Mary's Art Center (SMAC) to instead be allocated to address the structural issues identified in the north kitchen, moisture mitigation, replacement of radiator controls, and service of the boiler system at SMAC. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

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

16. DISCUSSION ONLY: Review and discussion on the 2025-2026 Storey County Fire District Tentative Budgets.

Comptroller Jennifer McCain said the Fire District General Fund revenues will cover the operational expenses of the district. The Ending Fund Balance is \$887,000. Both Chief Loncar and she believe it is too low and there will be changes before the Tentative Budget is presented on April 15. They are looking to get it down to 25 percent.

Other items discussed include:

- Union negotiations are coming, and that cost is not included in this review.
- PERS increase is 2.75 percent for general employees and 8.75 percent for police and firefighters.
- There will be a reduction in transfer from General Fund to Capital Projects and the Ad Valorem apportionment could be apportioned to different funds.
- Permits are a large line-item in their budget.
- Expenses in the General Fund include wages for 3 new captains and one-half a year for the finance position and one mechanic.
- We are anticipating a 10 percent increase in health insurance and liability insurance.
- Changes are expected to the General Fund and Capital Projects Fund ending balances.
- Services and supplies are up 34 percent
- Capital Projects Fund has an ending fund balance that is minus \$75,000. We are working to bring it to a more logical number. It is taking years for new equipment to be delivered and items have to be rolled over to the next budget which is causing some strange fund balances.

Fire Chief Jeremy Loncar said current needs are in the budget and it is recognized there will be multi-year waits for big equipment delivery after purchase. He acknowledged in response to a question from Commissioner Mitchell, that it is possible that some equipment will not be available in reasonable time to need.

Public Comment: None

17. RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD

18. DISCUSSION ONLY: Review and discussion on the 2025-2026 Storey County Water and Sewer Tentative Budgets.

Ms. McCain said this is for the Enterprise Funds for the Water and Sewer budgets. These are special funds that are treated as a business would, with revenue coming from the ratepayers.

- She said that the Water Fund, transfers to USDA for bond payments on past infrastructure investment and those could cause dipping into the ending fund balance. The PERS increase is reflected in the budget.
- The Water fund showed an increase of 4 percent for both revenues and expenses.
- Service and supplies have some increases but has a decrease in system maintenance.
- There will be an Ending Fund Balance of \$1.7 million.

The budget for the Sewer Fund is \$1 million.

- The revenue increase is about 3 percent.
- Sewer expenses are expected to jump 16.5 percent. The Ending Fund Balance will have to be drawn upon to remedy the revenue/expense imbalance with the ending balance at the end of the budget year being just under \$1 million.

Public Comment: None

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

20. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of the second reading for On-Sale Liquor License. Applicant is Jennifer Stoops, Maddy's Place LLC, 55 North C Street, Virginia City, NV.

Deputy Frank Valdez said he found no disqualifiers for this applicant.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second reading for an On-Sale Liquor License. Applicant is Jennifer Stoops, Maddy's Place LLC, 55 North C Street, Virginia City, NV. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

21. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

22. DISCUSSION ONLY: Report of Public Works Department regarding roads and highways throughout Storey County.

Public Works Director Jason Wierzbicki said bid opening will be next week for the 2025 Road Rehab program. He also said he was seeking to address drainage work on new road projects.

Public Comment: None

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

24. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the Storey County Safety Manual, Annex B "Heat Illness Prevention Plan" as prepared by the Safety Committee.

Emergency Management Director Adam Wilson said this was a product of the Occupational Safety and Health Association's new regulations requiring a Heat Illness Prevention Plan be approved and added to the Safety Manual.

Public Comment: None

Motion: I, Commissioner Mitchell, move to proceed with approval and adoption of the Storey County Safety Manual, Annex B "Heat Illness Prevention Plan". **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

25. DISCUSSION/FOR POSSIBLE ACTION: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, the following: SB69 Storey County bill adjusting tax abatement programming, Senate bill(s) regarding regional planning Storey, Washoe, Lyon, Carson, Douglas, and cities, Daly; SB78 as potentially related to the Comstock Historic District Commission; AB77 tax abatement; AB32 V&T Railway; AB538 GOED board members; AB528 Green energy abatement; SB410 health benefits; SB364 railroad abatements; bills supported by the Nevada Association of Counties (NACO); and bills proposed by the Governor and legislative leadership since the last board meeting.

County Manager Austin Osborne introduced Alex Tanchek of Silver State Government Relations and Helen Foley of Foley Public Affairs in advance of discussions of the Legislative sessions and its impact on Storey County.

He said SB69 had a hearing, and the county was advised to modify some provisions:

- A government services requirement is still in the bill, and the county was advised to put items in that which are subject to negotiation.
- Put some caps on the limits, so we did: 25 percent of a total abatement value of 3.5 million and 10 percent of a \$1 billion company.
- Abatement would become effective when the contract was approved.
- The Data Center section has been completely removed.
- The bill is still in discussion in the Legislature.

Mr. Tanchek discussed:

- SB78, which could impact the Comstock Historic District, which is being scaled back to only include occupational licensing boards, so language referring to historic boards will likely be removed.

- AB77 was GOED's bill which has not received a hearing and Mr. Tanchek does not believe it will go forward, as the Governor is planning his own economic development bill.
- AB32, which relates to the V&T was passed out of committee and will have a Ways and Means committee hearing.
- AB538, which came from a committee on revenue, is like Storey County's bill which includes local representatives on the GOED board. It has not received a hearing.
- AB256, a commuter rail study, was voted out of committee. It removed Clark and Washoe County and replaced it with regional communities and added rural county representatives to a study committee to investigate aspects of commuter rail.
- SB410, a bill related to local government collective bargaining, involving dependents of employees.
- AB540, the Governor's Housing bill has \$200 million to support attainable housing. Section 23 states that if a county government is selling or leasing property for development, the commission will develop mechanisms to determine the intent of the developer. Other sections mandate expedited development for housing projects.
- AB81, to make Pacific Standard Time the standard time in Nevada, passed out of committee.

Commissioner Mitchell expressed concerns with how AB77 and AB538 are written.

Mr. Osborne agreed to discuss issues with these bills at the Legislature.

Commissioner Mitchell said Fernley had asked our support for AB364, and he wanted to include this bill in discussions with the Legislature.

Mr. Osborne said the Nevada Association of Counties is doing an analysis of this bill.

Ms. Foley discussed:

- SB147, deals with regional planning and is devoted to Southern Nevada, particularly with infrastructure and transit needs.
- SB208 would allow funds from 911 account to be used to build facilities to house dispatch operations. They took out body cameras.
- SB322 for veterans' center in Virginia City, which has been declared exempt, meaning it will not die. The bill gives 750,000 to VFW for veterans' center in Virginia City.
- AB28, is for RTC of Southern Nevada to add a sales tax on groceries.

Commissioner Mitchell wanted to support SB322.

Mr. Austin summarized the support for County and NACO bills as well as monitoring other bills.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct county staff and lobbyists to represent Storey County on known BDRs, bills, and other potential legislation affecting Storey County as follows: as discussed on the record at our meeting today. **Seconded by:** Donald Gilman.

Vote: Motion passed unanimously.

26. DISCUSSION/FOR POSSIBLE ACTION: For Consideration and possible approval of business license second readings:

- A. Bunting Magnetics Co. – Out of County / 500 S. Spencer Rd ~ Newton, KS
- B. John Curran LLC – Out of County / 415 Keystone Dr. ~ Dayton, NV
- C. Nuwave International Industries Inc. – Contractor / 1875 Coronado Ave ~ Signal Hill, CA
- D. SBI Roofing – Contractor / 4201 Trailblazer Loop ~ Roseville, CA
- E. Silver Sierra Cleaning LLC – Out of County / 4275 W 4th St. Apt 351 ~ Reno, NV
- F. Tahoe Brothers Construction LLC – Contractor / 9475 Double R Blvd Ste. 10 ~ Reno, NV

Public Comment: None

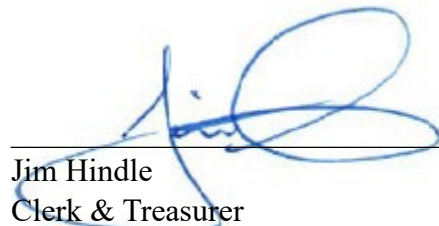
Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses under Item #26, listed as A-F. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

27. PUBLIC COMMENT (No Action):

28. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

Commission Chairman Jay Carmona adjourned the meeting at 12:39 p.m.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 15th, 2025, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 775-847-0969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS MEETING

4/15/2025 10:00 AM
26 SOUTH B STREET, VIRGINIA CITY, NV
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

DONALD GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call

Commissioners Carmona, Gilman, and Mitchel Present – quorum established.

Total Attendance: 37

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

Commission Chairman Jay Carmona called the meeting to order at 10:03 a.m.

2. CONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (No Action): None

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the April 15, 2025, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda as presented. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

6. DISCUSSION/FOR POSSIBLE ACTION: For Discussion and possible approval of the Minutes from the March 18th, 2025, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from our March 18, 2025, meeting as presented. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

7. CONSENT AGENDA FOR POSSIBLE ACTION:

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

- A. Boxout LLC – General / 625 Pittsburgh Ste 110 ~ McCarran, Nv
- B. Culligan Water Conditioning, Culligan Red Rock – Contractor / 1145 Icehouse Ave ~ Sparks, NV
- C. Direct Line Global, LLC – Contractor / 47929A Fremont Blvd ~ Fremont, CA
- D. Desert Roots Inc. – Out of County / 7420 Robert Banks Blvd ~ Sparks, NV
- E. Environmental Protection Services LLC – Professional / 1601 Fairview Dr. Office B ~ Carson City, NV
- F. Food Truck Los Plebes LLC – Food Truck / 5205 Valley Hi Dr. ~ Sun Valley, NV
- G. Innova System LLC – Out of County / 200 Talus Way Apt 314 ~ Reno, NV
- H. Linde Advanced Material Technologies – Out of County / 10 Riverview Dr. ~Danbury, CT
- I. Ramboll Americas Engineering Solutions Inc. – Professional / 333 W. Washington St. ~ Syracuse, NY
- J. Savannah River Fulfillment – General / 2777 USA Parkway Ste 105 ~ McCarran, NV
- K. Sonora Hotdogs – Food Truck / 3226 Myles Dr. ~ Sparks, NV
- L. Tacmed Secured – Out of County / 10689 Angel Dreams Ave. ~ Las Vegas, Nv
- M. Unifirst Corporation – Out of County / 946 Spice Island Dr. ~ Sparks, NV
- N. Vintage Gaucho – Home Based / 108 E. Washington ~ Virginia City, NV

II. Justice Court Quarterly Report.

III. Approval of claims in the amount of \$7,469,064.53.

IV. For possible action, approval of the updated Storey County Investment Policy updated to establish a collaborative decision process between the Treasurer and the Comptroller for the allocation of available cash for investment and revising the apportionment of earned interest across county funds.

V. Correction of Personal Property tax bills CM000125 Bank of America & CM001957 Dish Wireless. We incorrectly assigned a longer year's life for a computer asset that should have a shorter year's life, resulting in a lower value. This will result in a refund in the amounts of \$486.97 for Bank of America, and \$107.72 for Dish Wireless.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Consent agenda as presented.
Seconded by: Donald Gilman. **Vote:** Motion passed unanimously.

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

- Coordinator Mike Northan said the Lockwood Senior Center was working on the retaining wall and front canopy. The project is on schedule.
- TRI restroom plans are complete and staff are reviewing them and preparing bid documents.
- Emergency Management office electrical upgrades –working on scheduling that work.
- The Virginia City Jail – An RFQ for design services should be published this week.
- Station #71 -RFQ was published last week, and we have 7 respondents so far.
- Fairgrounds project – the Line Extension Agreement from NVEnergy was received and staff is coordinating with the company on the scope of work.
- Site improvements at 800 South C Street – work is ready to proceed, we're working on scheduling a start date to coordinate with the Justice Court, IT, and Divide Fitness.
- Traffic signal at Electric/Milan – bid documents are being prepared, and we should be out to bid in the next couple of weeks

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

Commissioner Carmona noted the passing of Pat Seymour of Virginia City.

10. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval for Special Use Permit (File 2025-022). The applicant requests a Special Use Permit to construct a solar field which is defined as an electric generating plant by Storey County code. The electricity generated will be used onsite and on adjacent properties owned by the applicant. The property is located within the Tahoe Reno Industrial Center at 875 Innovation Way, McCarran, Storey County, NV, Assessor's Parcel Number 005-012-61.

Planning Manager Kathy Canfield said this item is a Special Use Permit for a solar field owned by Redwood Materials. It is used for the data center. They would like to use it for other properties they own. The Planning Commission has approved this plan.

Ms. Canfield read the Findings of Fact.

Public Comment: None

Motion: In accordance with the recommendation by the Planning Commission and staff, the Findings of Fact under Section 3.A of this report as read into the record by county staff, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Special Use Permit 2025-022 to construct a solar field which is defined as an electric

generating plant by Storey County code. The electricity generated will be used onsite and on adjacent properties owned by the applicant. The property is located within the Tahoe Reno Industrial Center at 875 Innovation Way, McCarran, Storey County, NV, Assessor's Parcel Number 005-012-61. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

- 11. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to execute the Nevada Agreement on Allocation of Opioid Recoveries – Amendment 2 between Storey County and the State of Nevada, which amends Section B, paragraph 3 regarding the receipt, division, and allocation of Recoveries.

Administrative Officer Lisa Maciel said this is an Amendment to the previous agreement but had not been signed by Storey County officials.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda as prese approve the execution of Amendment No. 2 to the One Nevada Agreement on Allocations of Opioid Recoveries. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** Discussion and possible consideration approving the 2025-2026 Storey County employee health benefits plan renewal including options for the base High-Deductible Health Plan (HDHP) and Health Savings Account (HSA), optional employee buy-up plans, and base dental, vision, and life insurance plans.

Human Resources Director Brandie Lopez said that after bids and meetings with employees, LP Insurance gave more competitive rates from Anthem.

Kevin Monahan of LP Insurance said it was important to keep employees. There is a base plan, and employees can buy into one of two plan options. The new high-deductible plan has more benefits, and the lower-deductible plan has lower out-of-pocket costs.

Commissioner Mitchell said the county had already approved a renewal and that should be referenced in the motion.

Ms. Langer said the high deductible satisfies the requirement that the county still have the health savings account.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2025-2026 Storey County employee health benefits plan renewal including options for the base High-Deductible Health Plan (HDHP) and Health Savings Account (HSA), optional employee buy-up plans, and base

dental, vision, and life insurance plans, specifically Option 1 as presented today. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

13. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2025-2026 Storey County Tentative Budgets for submission to the Nevada Department of Taxation.

Comptroller Jennifer McCain said she will present the changes between the last meeting's presentation and the tentative budget, which needs to be signed by all the commissioners after the meeting so it could be sent to the Nevada Department of Taxation.

She said the official Nevada Taxation pro forma showed a \$1.9 million increase in revenue. There was also a \$1.6 million increase in expenses.

She listed the specifics of changes in department budgets, transfers and Special Revenue Funds.

- The Commissioners' budget has decreased in training travel, computers and software with increases in professional services and cemetery needs.
- The Clerk & Treasurer's Office had an increase in election equipment.
- HR had an increase in wages and benefits for a possible reclassification, and insurance updates for retirees.
- In Buildings and Grounds, there are increases in some maintenance items, and painting in TRIC.
- For the Sheriff's Office, there are changes in wages and benefits, some positions have been removed, but others have been added. Wages will increase but benefits will decrease. It includes support for the Mounted Posse.
- For the District Court, there is an increase due to Carson City's request for enhanced security.
- In Communications, a new manager will require an increase in wages and benefits. Also, there is an increase in the cost of the 911 system.
- In Community and Health Services, there is an increase of \$1 million for community support programs and items for when the Lockwood center is completed.
- Emergency Management opted out of an AI software program for a decrease of \$52,000.
- Planning is seeing an increase due to a new position as Senior Planner.
- Net revenue to expenses is \$4.4 million, adding another \$780, in transfers, including the Piper's transfer and \$500,000 to Roads, for drainage projects.

Ms. McCain said this brings the Ending Fund Balance reduction to \$14,259,665. This does not include items related to health care changes or union negotiations.

For Special Revenue Funds, Ms. McCain said:

- Ad valorem revenue has apportionment changes that lead to a Road Department revenue increase of \$500,000. Expenses increased by another \$964,000 to ensure we have adequate funds available, the transfer for the drainage projects will bring their Ending Fund Balance to \$1.7 million.
- The Capital Fund is still being worked on, but there are new projects, such as an evidence locker for the Sheriff's Office, and the metal building project in Mark Twain. The estimated Ending Fund Balance will be \$1.7 million.

May 20 will be the presentation of the final budget.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2025-2026 Storey County Tentative Budgets for submission to the Nevada Department of Taxation. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

14. RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD

15. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2025-2026 Storey County Water & Sewer Tentative Budgets for submission to the Nevada Department of Taxation.

Comptroller McCain said after adding USDA payments, there was a higher deficit, and although there is sufficient funding in the previous Ending Fund Balance. By May 6, she said, we will have a better picture. We should not use the Ending Fund Balance to pay for operating expenses. She is working with the Public Works Director to improve the budgets for the future.

- The Ending Fund Balance for the Water Fund is \$1.7 million.
- The Ending Fund Balance for the Sewer Fund is \$1.2 million.
- This budget does not include union-related expenses.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2025-2026 Storey County Water & Sewer Tentative Budgets for submission to the Nevada Department of Taxation. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

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

17. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2025-2026 Storey County Fire District Tentative Budgets for submission to the Nevada Department of Taxation.

Comptroller McCain said the Fire District had a low \$800,000 Ending Fund Balance at the end of the quarterly review. After some reductions and changes, Chief Loncar opted to split the Ad Valorem revenues and share with the Capital Fund. Cuts include:

- The proposed fire finance officer.
- Reduced equipment purchases and building maintenance.
- Labor and transfers out were reduced.
- Costs from union negotiations are not included in the budget.

Ms. McCain said an improved Ending Fund Balance of \$2.5 million was the result of the cuts. The Fire Capital Budget had a negative Ending Fund Balance, but now it is \$1.2 million, with the removal of software and vehicle requests.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the 2025-2026 Storey County Fire District Tentative Budgets for submission to the Nevada Department of Taxation. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

18. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of an updated Interlocal Agreement for Automatic and Mutual Aid between the Storey County Fire Protection District and the Central Lyon County Fire Protection District for emergency responses and other assistance.

Fire Chief Jeremy Loncar said this was an update to an existing agreement. The old agreement was for mutual aid and had to go through several officials. This changes the wording from mutual to automatic. It helps both Silver City and Mark Twain to have improved coverage.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to authorize the Fire Chief to sign the updated interlocal agreement for automatic and mutual aid between the Storey County Fire Protection District and the Central Lyon County Fire Protection District. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

19. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Policy P508 Firefighter Lateral Process, outlining specific benefits for current certified firefighter

AEMT and Paramedics including advanced pay step practice, preloaded leave banks, and an option for payment up to \$5,000 to cover paramedic training.

Chief Loncar said this is not new. We are not getting the turnout for firefighter positions. This is for us to capture paramedics that the rest of the counties are trying to get. This is the most conservative way to get certified paramedics and firefighters, so we don't have to send them to the fire academy. This has an option to cover expenses for training to entice them to come to Storey County.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve Policy P508 Firefighter Lateral Process, outlining specific benefits for current certified firefighter AEMT and Paramedics including advanced pay step practice, preloaded leave banks, and an option for payment up to \$5,000 to cover paramedic training. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

20. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the promotion of three additional Fire Captains, creating three Firefighter/Paramedic or Firefighter/AEMT vacancies to be backfilled to achieve minimum three-person staffing at Fire Station 74 in Lockwood.

Chief Loncar said an increase in staffing has been a goal for this station. Two-person staffing is the most inefficient. This will give communities better protection, and it is in the budget. We want to get people in these positions before the fire season starts.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the promotion of three additional Fire Captains, resulting in the creation of three Firefighter/Paramedic or Firefighter/AEMT vacancies, which will be backfilled to bring Fire Station 74 in Lockwood to minimum three-person staffing. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

21. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 25-766 a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed Storey County Fire Protection District officials for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County Fire District employees with grade adjustments for the Fuels Management Officer.

Chief Loncar said this is a position we have looked at for some time, aligning this with the battalion chief. We are waiting for PERS to finalize the name change. We are just bumping him up to this level. We will make April 21 the effective date to align with the pay cycle.

Chief Loncar read the title of the resolution.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve Resolution No.25-766, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed Storey County Fire Protection District officials for the 2024-25 fiscal year and superseding prior year action by resolution for appointed Storey County Fire District employees with grade adjustments for the Fuels Management Officer. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

22. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of revisions to policy P503A Non-Represented Employee Compensation replacing Strike Team Leader with a more stringent National Fire Academy Managing Officer Certification.

Chief Loncar said this is still part of our ongoing process to continually raise the bar, to continue to have something for our staff to strive for. This provides for Managing Officer Certification.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve policy P503A Non-Represented Employee Compensation. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

23. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the purchase of an unbudgeted training tower for the approximate amount of \$35,000 from North Lake Tahoe Fire Protection District.

Chief Loncar said the district did have \$100,000 for the purchase of a training tower, another chief in the region agreed to sell us one for \$35,000.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the purchase of an unbudgeted training tower for the approximate amount of \$35,000 from North Lake Tahoe Fire Protection District. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

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

- 25. DISCUSSION/FOR POSSIBLE ACTION:** For consideration and possible approval of the First reading for Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B Street, Virginia City, NV.

Deputy Frank Valdez said there were no disqualifiers for this applicant.

Commissioner Mitchell asked if we researched off-C Street criteria for nuisance issues before the second readings. It was agreed that staff would investigate that.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the First reading for an Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B Street, Virginia City, NV. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

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

- 27. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval for a change request (CR-14) for the Lockwood Senior Center to procure a Main Service Panel from an alternate supplier with an increase in cost of \$35,524.84, and to authorize the County Manager to sign the change request. This procurement will keep the project on schedule for an anticipated completion date of September 4, 2025.

Operations and Projects Coordinator Mike Northan said this will be a four-to-six-month delay in the project.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the change request (CR-14) for the Lockwood Senior Center to procure a Main Service Panel from an alternate supplier with an increase in cost of \$35,524.84, and to authorize the County Manager to sign the change request. This procurement will keep the project on schedule for an anticipated completion date of September 4, 2025. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

- 28. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of an Interlocal agreement between Storey County and the Nevada Secretary of State setting the terms, conditions and annual fees for Storey County's use of the newly developed and implemented Voter Registration and Election Management System (VREMS).

Clerk & Treasurer Jim Hindle said this is an interlocal agreement for our new voter registration election management system. This is already implemented, and this is just the

Secretary of State codifying the agreement. Cost is based on the number of voters in the county. This is divided among counties, except Clark, which has its own agreement. This reduces our annual cost by \$2,000, but it could increase if registered voter numbers increase.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the County Clerk & Treasurer to sign the Interlocal contract with the Nevada Secretary of State for use of the new VREMS system at a cost not to exceed \$4,692.07 in the 2025-26 fiscal year. **Seconded by:** Donald Gilman.
Vote: Motion passed unanimously.

29. DISCUSSION/FOR POSSIBLE ACTION: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, the following: SB69 Storey County bill adjusting tax abatement programming, Senate bill(s) regarding regional planning Storey, Washoe, Lyon, Carson, Douglas, and cities, Daly; SB78 as potentially related to the Comstock Historic District Commission; AB77 tax abatement; AB32 V&T Railway; bills supported by the Nevada Association of Counties (NACO); bills proposed by the Governor and legislative leadership since the last board meeting, and bills shown in the attached spreadsheet showing past and current possible positions.

County Manager Austin Osborne introduced Will Adler of Silver State Government Relations and Helen Foley of Helen Foley Public Affairs, lobbyists for the County

Mr. Osborne said all the bills were provided to the commissioners in the form of a table. It shows the positions that the County has taken and the positions NACO has taken.

Mr. Osborne said SB69 was given a work session, and it passed the work session, with the caveat that something could change on the floor. Storey County presented a mandatory Government Services Agreement for 20 percent, respective of the amount of the abatements, and removed data centers as well as sections 4 and 8. The bill passed the work session on a split vote, and a caveat was added that something could be changed on the floor.

Will Adler of Silver State Government Relations praised the efforts of Storey County. SB69 is in a good place. A conceptual amendment was put together but will be reworked and that will be the amendment introduced for the floor vote. By next week we should have the final bill in hand.

Helen Foley with Foley Public Affairs said the County staff did a great job. Took out data centers, other areas. There is such a difference between Clark and Washoe counties and the rural counties. Take Esmeralda County, if they had a lithium project, how would they pay for fire, police etc. This bill is extremely reasonable. It is going extremely well. We will work with Republican lawmakers on this to avoid division on the bill.

Commissioner Mitchell said the bill creates better policy and better predictability for a company applying for abatements. This puts it earlier in the process, it caps the amount and specifies what areas could be negotiated.

Mr. Adler said Storey County knows how to deal with these companies on the ground. We didn't overdue it, took the same mechanisms and enhanced them. SB69 will do well from here. Other bills he mentioned were:

- SB115, a county pay bill, also passed committee.
- SB78, the board consolidation bill, passed a work session.
- SB364 was the rail spur GOED abatement bill, which will see more rail developed for industrial areas.
- AB256, the rail study bill, passed out of committee for regional rail development.
- AB128, the public records ombudsman bill, did delete the petition and turned it into a study.
- AB66, the district judge bill, passed, and will make changes of an additional judge for First District.
- We are still waiting for the governor's economic development bill.
- We are keeping track of bills that didn't get through, but language could be put into a new bill.

Ms. Foley mentioned several bills:

- AB33 has died.
- AB61 failed to meet the deadline.
- SB173 requires candidates to list political parties.
- AB355 involves rural school districts' capital improvement funds.
- The V&T railway bill is still alive and will probably pass.

Mr. Osborne said SB78 is no longer applying to the Comstock Historic District. The County is still having discussions with the State, Lyon County and other agencies. The district could be transferred to the County or regional control during the session.

Clerk-Treasurer Jim Hindle said AJR1, a property tax reset bill could change and would create classes of property tax caps and abatements. He said this poses challenges to treasurers and property tax assessment and collection systems.

Mr. Hindle mentioned three election bills:

- AB491 deals with filing and residency requirements for candidates and also had a clause that requires clerks to reply to the Secretary of State requests for election information within 48 hours. During elections, there are generally multiple concurrent requests from the Secretary's office and this bill creates an adversarial vs. collaborative relationship. Support by the Board to make amendments is requested.

- In SB100, the SOS Office and the Attorney General have said that if the county clerk does not respond within deadlines set by the Secretary of State, the clerk can be removed. It becomes jail time for the county clerk. Support in opposition to AB491 is requested.
- Also, AB496, has to do with tracking mail ballots. They expect counties to get daily reports from the USPS on mail ballots in the possession of the post office. Board support to make amendments to this bill is requested.
- AB499 had to do with adding steps to allow voters to put personal identifying information on their ballots and have QR code tracking, they require every clerk to establish a voter service portal, so they can look at their voter registration information, with full identifying information that the DMV puts on a driver's license significantly increasing the burden on county clerks during the election cycle. Board support in opposition of this bill is requested.

Commissioner Mitchell said it would be helpful for the Board to take a position opposing those bills.

Mr. Adler said he agreed to quantify the impact and have NACO do the same to show the costs. On AJR1, it must pass the Legislature this time around, and must be passed again at next session, then would go to the voters and must pass there. It is good to have fiscal impact info from the county on record. Mr. Hindle said that county fiscal impact info has been supplied to the legislative committee.

Commissioner Mitchell asked about AB32, the V&T railway study bill, we have taken position to support. Fiscal note includes limited funds available for interim studies. There is further work to be done. It is Carson City's bill.

He also said that there is an amendment with SB364 on rail projects. Does the amendment make us more comfortable, or should we move to a position of opposition? Mr. Adler said the amendment makes it more palatable, but now it is on to the fiscal committee for assessment. We could file an opposition opinion as needed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct county staff and lobbyists to represent Storey County on known BDRs, bills, and other potential legislation affecting Storey County as follows: discussed on the record during our meeting today. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

30. DISCUSSION/FOR POSSIBLE ACTION: For Consideration and possible approval of business license second readings:

- A. Brite Glass Inc. – Contractor / 100 Gentry Way # C7 ~ Reno, NV
- B. Build Group, Inc. – Contractor / 2121 N California Blvd Ste. 301 ~ Walnut Creek, Ca
- C. Crown Lift Trucks – Out of County / 44 S. Washington St. ~ New Bremen, OH

D. Diversified Fall Protection – Contractor / 24400 Sperry Dr. ~ Westlake, OH
E. GE Excavating – Contractor / 1123 Jo Lane ~ Gardnerville, NV
F. HGI, Inc. – Professional / 503 Westlake Ave. N Ste 400 ~ Seattle, WA
G. Hi Tech Commercial Service – Contractor / 1840 Stella Lake St. ~ Las Vegas, NV
H. Horizon Equipment Repair – Out of County / 1606 Donna Way ~ Fernley, NV
I. JP Fence LLC – Contractor / 16 Jones Rd. Ste. E ~ Mound House, NV
J. Novo Logistics – General / 700 Milan ~ McCarran, NV
K. Oxford Global Resources LLC – Out of County / 900 Cummings Center Ste. 326T ~ Beverly, MA
L. Premier Drywall LLC – Contractor / 391 Smithridge Park ~ Reno, NV
M. Prime Field Service Corp – Out of County / 575 W. 800 S. ~ Salt Lake City, UT
N. Silver State Insulation LLC – Contractor / 105 Hercules Dr. ~ Sparks, NV
O. TriiiForce LLC – Contractor / 1102 Reed Cir. ~ Fernley, NV
P. United Fire Systems & Security LLC – Contractor / 2055 Helm Dr. ~ Las Vegas, NV
Q. Universal Solar Direct – Contractor / 6555 S. Valley View Blvd. Unit 524 ~ Las Vegas, NV
R. Voda Cleaning & Restoration of Reno & Carson City – Out of County / 5655 Riggins Ct. Ste. 13 ~ Reno, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses under Item #30 listed as A-\$. **Seconded by:** Donald Gilman. **Vote:** Motion passed unanimously.

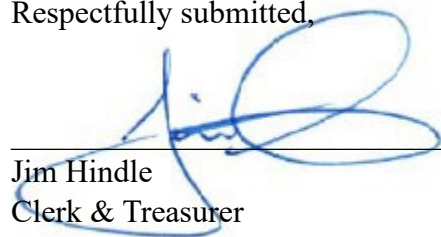
31. PUBLIC COMMENT (No Action): None

32. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

Commissioner Carmona adjourned the meeting at 11:55 a.m.

33. CLOSED SESSION: Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will commence immediately following the regular commission meeting.

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 6/3/2025 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. Alpine Signs Inc. – Contractor / 1902 Idaho St. ~ Carson City, NV
 - B. BBM – Home Based / 4980 Dry Gulch Rd. ~ Reno, NV
 - C. Cache Creek Native Art – General / 27 S. C St. ~ Virginia City, NV
 - D. Codale Electric Supply – Out of County / 5225 W. 2400 S ~ Salt Lake City, UT
 - E. CVS Pharmacy. Inc. – Out of County / One CVS Dr. MC1160 ~ Woonsocket, RI
 - F. Doug Croisette Electric & Design – 7090 Quill Dr. ~ Reno, NV
 - G. High Mountain Construction LLC – Contractor / 947 Double R Blvd. Ste. 22 ~ Reno, NV
 - H. Image Drywall & Paint Inc. – Contractor / 3635 E Ruth Dr. ~ Wasilla, AK
 - I. J3 Construction Inc. – Contractor / 6437 N, Avondale Ave ~ Chicago, IL
 - J. Nefab Packaging West LLC – Out of County / 8477 Central Ave ~ Newark, CA
 - K. Tuff Wrap Installations Inc. – Out of County / 2080 Detwiler Rd. ~ Harleysville, PA
 - L. TUV SUD America Inc. – Out of County / 401 Edgewater Pl. Ste. 500 ~ Wakefield, MA

- **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

May 22, 2025
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 03, 2025**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Alpine Signs Inc.** – Contractor / 1902 Idaho St. ~ Carson City, NV
- B. BBM** – Home Based / 4980 Dry Gulch Rd. ~ Reno, NV
- C. Cache Creek Native Art** – General / 27 S. C St. ~ Virginia City, NV
- D. Codale Electric Supply** – Out of County / 5225 W. 2400 S ~ Salt Lake City, UT
- E. CVS Pharmacy. Inc.** – Out of County / One CVS Dr. MC1160 ~ Woonsocket, RI
- F. Doug Croisette Electric & Design** – 7090 Quill Dr. ~ Reno, NV
- G. High Mountain Construction LLC** – Contractor / 947 Double R Blvd. Ste. 22 ~ Reno, NV
- H. Image Drywall & Paint Inc.** – Contractor / 3635 E Ruth Dr. ~ Wasilla, AK
- I. J3 Construction Inc.** – Contractor / 6437 N, Avondale Ave ~ Chicago, IL
- J. Nefab Packaging West LLC** – Out of County / 8477 Central Ave ~ Newark, CA
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- L. TUV SUD America Inc.** – Out of County / 401 Edgewater Pl. Ste. 500 ~ Wakefield, MA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$5,572,232.25.
- **Recommended motion:** Approval of claims as submitted.
- **Prepared by:** Cory Y Wood

Department: Comptroller

Contact Number: 7758471133

- **Staff Summary:** Please find attached claims.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **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

Payroll Check Register Report Summary

Pay Period: 4/7/2025-4/20/2025

Packet: PRPKT02644 - 2025-04-25 Payroll kc
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	722.35
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	189	385,580.31
Total	190	386,302.66

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

Kyle Ch... 20250423
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Jim Car... 4.23.25
Comptroller Date

R. Tate 4.26.25
Treasurer Deputy Date



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 4/7/2025-4/20/2025

Packet: PRPKT02646 - 2025-04-25: FIRE Payroll tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	878.62
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	53	183,798.67
Total	54	184,677.29

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

[Signature] 20250423
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 4.23.25
Comptroller Date

[Signature] 4.28.25
Treasurer - Deputy Date



STOREY COUNTY

Check Register

Packet: APPKT07798 - 2025-04-25 PR Payment kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	04/25/2025	EFT	0.00	159,913.63	10712
407110	ROCKY MOUNTAIN HOSPITAL AND H	04/25/2025	EFT	0.00	6,352.53	10713
404869	SCSO EMPLOYEES ASSOCIATIO	04/25/2025	EFT	0.00	900.00	10714
404639	VOYA INSTITUTIONAL TRUST COMP,	04/25/2025	EFT	0.00	12,670.30	10715
300003	AFLAC	04/25/2025	Regular	0.00	1,699.84	117417
300008	AFSCME LOCAL4041	04/25/2025	Regular	0.00	803.45	117418
300001	COLONIAL LIFE & ACCIDENT INS CO	04/25/2025	Regular	0.00	103.38	117419
407117	COMMONWEALTH OF MASSACHUS	04/25/2025	Regular	0.00	1,200.00	117420
404704	DVM INSURANCE AGENCY	04/25/2025	Regular	0.00	107.09	117421
406598	MICHIGAN STATE DISBURSEMENT U	04/25/2025	Regular	0.00	393.79	117422
300011	NEVADA STATE TREASURER	04/25/2025	Regular	0.00	4.00	117423
406600	NORTHWEST FIRE FIGHTER BENEFIT	04/25/2025	Regular	0.00	3,137.40	117424
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	04/25/2025	Regular	0.00	574.69	117425
300010	STATE COLLECTION & DISBURSEMEI	04/25/2025	Regular	0.00	73.46	117426
300006	STOREY CO FIRE FIGHTERS ASSOC	04/25/2025	Regular	0.00	1,900.00	117427
300005	WASHINGTON NATIONAL INS	04/25/2025	Regular	0.00	1,961.56	117428

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	12	0.00	11,958.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	13	4	0.00	179,836.46
	34	16	0.00	191,795.12

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

Kyle 20250423
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

AmcCar 4.23.25
Comptroller Date
D. Tate 4.28.25
Treasurer Date



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 04/25/2025 - 04/25/2025
Payment Date Range 04/25/2025 - 04/25/2025

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0020084	Medicare	0.00	0.00	4/25/2025	001-29503-000	DFT0002138	4/25/2025	Medicare	93,055.78	0.00	0.00	0.00	93,055.78	93,055.78
									13,000.18	0.00	0.00	0.00	13,000.18	13,000.18
									13,000.18					
INV0020085	Social Security	0.00	0.00	4/25/2025	001-29505-000	DFT0002139	4/25/2025	Social Security	912.54	0.00	0.00	0.00	912.54	912.54
									912.54					
INV0020086	Federal Income Tax w/held	0.00	0.00	4/25/2025	001-29501-000	DFT0002140	4/25/2025	Federal w/holding	43,619.74	0.00	0.00	0.00	43,619.74	43,619.74
									43,619.74					
INV0020102	Medicare	0.00	0.00	4/25/2025	001-29503-000	DFT0002142	4/25/2025	Medicare	6,559.34	0.00	0.00	0.00	6,559.34	6,559.34
									6,559.34					
INV0020103	Federal Income Tax w/held	0.00	0.00	4/25/2025	001-29501-000	DFT0002143	4/25/2025	Federal w/holding	28,963.98	0.00	0.00	0.00	28,963.98	28,963.98
									28,963.98					
Vendors: (1)									Total 01 - Storey County Vendors:	93,055.78	0.00	0.00	0.00	93,055.78
Vendors: (1)									Report Total:	93,055.78	0.00	0.00	0.00	93,055.78

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

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller
Date
Treasurer
Date



STOREY COUNTY

Check Register

Packet: APPKT07801 - 2025-04-25 PERS 715 kc

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	04/25/2025	EFT	0.00	88,511.30	10716

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	88,511.30
	2	1	0.00	88,511.30

[Handwritten signature]

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

[Signature] 20250423
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 4.23.25
Comptroller Date

[Signature] 4.28.25
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2025	88,511.30
			<u>88,511.30</u>



STOREY COUNTY

Vendor History Report
By Vendor Name

Posting Date Range 04/25/2025 - 04/25/2025
Payment Date Range 04/25/2025 - 04/25/2025

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
405424 - OPTUM BANK, MEMBER FDIC														
INV0020069	HSA Contributions	0.00	0.00	4/25/2025	001-29506-000	DFT0002137	4/25/2025	Insurances	18,916.85	0.00	0.00	0.00	18,916.85	18,916.85
					020-29506-000			Rds-Ins	15,888.85	0.00			15,888.85	15,888.85
					090-29506-000			Wtr-Ins	14,432.99					
					130-29506-000			Swr-Ins	552.36					
					230-29506-000			VCTC-Ins	286.75					
					231-29506-000			Pipers-Ins	316.75					
									190.00					
									110.00					
INV0020095	HSA Contributions			4/25/2025		DFT0002141	4/25/2025	Fire-Ins	3,028.00	0.00	0.00	0.00	3,028.00	3,028.00
HSA Contributions		0.00	0.00	3,028.00	250-29506-000				3,028.00					
Vendors: (1)									Total 01 - Storey County Vendors:	18,916.85	0.00	0.00	0.00	18,916.85
Vendors: (1)									Report Total:	18,916.85	0.00	0.00	0.00	18,916.85

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

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller
Treasurer

Date
Date



STOREY COUNTY

Check Register

Packet: APPKT07827 - 2025-04-30 April Wires/Drafts C/T cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404752	TESLA INC	04/30/2025	Bank Draft	0.00	645,869.22	DFT0002144
101848	USDA RURAL DEVELOPMENT	04/30/2025	Bank Draft	0.00	65,462.18	DFT0002145

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	2	0.00	711,331.40
EFT's	0	0	0.00	0.00
	8	2	0.00	711,331.40

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

Cory Wood 4/30/2025
Processed & submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 5-1-25
Comptroller Date

[Signature] 5-1-25
Treasurer - Deputy Date



STOREY COUNTY

Check Register

Packet: APPKT07829 - 2025-05-02 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
407356	ACTALENT INC	05/02/2025	EFT	0.00	6,417.50	10717
406777	DOWL LLC	05/02/2025	EFT	0.00	2,433.75	10718
406777	DOWL LLC	05/02/2025	EFT	0.00	463.75	10719
406510	SILVER STATE GOVERNMENT RELAT	05/02/2025	Regular	0.00	10,000.00	117429
403795	ALPINE LOCK INC	05/02/2025	Regular	0.00	249.00	117430
406619	AMAZON BUSINESS	05/02/2025	Regular	0.00	55.83	117431
407330	ANGELEY LAW PLLC	05/02/2025	Regular	0.00	2,061.40	117432
407359	ANSLEY, JOSH	05/02/2025	Regular	0.00	500.00	117433
407195	WESTERN STATES FIRE PROTECTION	05/02/2025	Regular	0.00	2,783.60	117434
403651	ARC HEALTH AND WELLNESS	05/02/2025	Regular	0.00	1,139.00	117435
406683	SIERRA MEAT CO	05/02/2025	Regular	0.00	1,919.49	117436
99663	AT&T MOBILITY II LLC	05/02/2025	Regular	0.00	5,629.61	117437
99663	AT&T MOBILITY II LLC	05/02/2025	Regular	0.00	1,597.43	117438
100073	AUTO & TRUCK ELECTRIC,INC	05/02/2025	Regular	0.00	139.00	117439
407362	BANK OF AMERICA	05/02/2025	Regular	0.00	486.97	117440
101605	SIERRA ELECTRONICS	05/02/2025	Regular	0.00	844.04	117441
404634	SIX MILE CANYON MINI STORAGE	05/02/2025	Regular	0.00	60.00	117442
406556	BRIAN BROWN MEDIATION, LTD	05/02/2025	Regular	0.00	11,000.00	117443
100488	BULBMAN	05/02/2025	Regular	0.00	17.84	117444
100476	BURTONS FIRE APPARATUS	05/02/2025	Regular	0.00	129.46	117445
99763	CANYON GENERAL IMPROVEMENT I	05/02/2025	Regular	0.00	1,404.00	117446
100475	CAPITAL CITY AUTO PARTS	05/02/2025	Regular	0.00	2,420.81	117447
404216	CARSON VALLEY OIL CO	05/02/2025	Regular	0.00	7,614.93	117448
404633	CHARTER COMMUNICATIONS	05/02/2025	Regular	0.00	113.93	117449
100654	CINDERLITE TRUCKING CORP	05/02/2025	Regular	0.00	228.00	117450
404798	CINTAS	05/02/2025	Regular	0.00	303.28	117451
405134	CMC TIRE INC	05/02/2025	Regular	0.00	861.10	117452
403990	COMSTOCK CEMETERY FOUNDATIO	05/02/2025	Regular	0.00	343.00	117453
406406	COMSTOCK PROPANE	05/02/2025	Regular	0.00	3,279.93	117454
404466	FIRST CHOICE COFFEE SRV	05/02/2025	Regular	0.00	139.91	117455
407037	DETECTACHEM INC	05/02/2025	Regular	0.00	374.21	117456
407363	DISH WIRELESS LLC	05/02/2025	Regular	0.00	107.72	117457
405997	DIVIDE GRAPHICS	05/02/2025	Regular	0.00	400.00	117458
406059	3D CONCRETE LLC	05/02/2025	Regular	0.00	87.69	117459
403835	EWING IRRIGATION PRODUCTS, INC	05/02/2025	Regular	0.00	441.18	117460
404509	FASTENAL COMPANY	05/02/2025	Regular	0.00	57.39	117461
407364	FIDUCIARY TRUST COMPANY	05/02/2025	Regular	0.00	19.03	117462
405969	FLEETPRIDE, INC	05/02/2025	Regular	0.00	129.50	117463
407360	FRUSTERI, LANA	05/02/2025	Regular	0.00	803.66	117464
404640	GLADDING, EDWARD A.	05/02/2025	Regular	0.00	3,000.00	117465
102983	USABUEBOOK	05/02/2025	Regular	0.00	385.75	117466
404328	INTERCEPT INC	05/02/2025	Regular	0.00	6,019.00	117467
100978	INTERSTATE OIL CO	05/02/2025	Regular	0.00	9,906.11	117468
405726	IT1 CONSULTING, LLC	05/02/2025	Regular	0.00	11,402.46	117469
403834	IT1 SOURCE LLC	05/02/2025	Regular	0.00	27,970.57	117470
103317	SILVER STATE INTERNATIONAL TRUK	05/02/2025	Regular	0.00	1,388.73	117471
403269	JET PLUMBING & DRAIN SERVICES	05/02/2025	Regular	0.00	288.00	117472
101786	THERMATEMP USA	05/02/2025	Regular	0.00	2,725.00	117473
103032	JOHN DEERE FINANCIAL POWERPLA	05/02/2025	Regular	0.00	236.91	117474
406617	JOHN H BURROWS INC	05/02/2025	Regular	0.00	492.75	117475
404724	MILLER'S JACKETS AND UNIFORMS	05/02/2025	Regular	0.00	1,542.00	117476
406964	FIRE APPARATUS SOLUTIONS	05/02/2025	Regular	0.00	1,677.82	117477
103119	L A PERKS PETROLEUM SPECIALISTS	05/02/2025	Regular	0.00	6,335.00	117478
101040	L N CURTIS & SONS	05/02/2025	Regular	0.00	3,589.59	117479

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
406467	LEADSONLINE LLC	05/02/2025	Regular	0.00	2,644.00	117480
101030	LIFE-ASSIST INC	05/02/2025	Regular	0.00	1,389.51	117481
405548	LUMOS & ASSOCIATES, INC	05/02/2025	Regular	0.00	27,746.75	117482
406639	NV DISTRIBUTORS, LLC	05/02/2025	Regular	0.00	2,688.00	117483
406758	NAVIANT, INC	05/02/2025	Regular	0.00	31,250.13	117484
101265	NEV EMPLOYMENT SECURITY	05/02/2025	Regular	0.00	6,512.39	117485
101969	NEV HUMAN RESOURCES	05/02/2025	Regular	0.00	8,417.25	117486
405127	O'REILLY AUTO PARTS	05/02/2025	Regular	0.00	793.31	117487
407233	PACIFIC STEEL & RECYCLING	05/02/2025	Regular	0.00	765.02	117488
406359	PACSTATES	05/02/2025	Regular	0.00	766.47	117489
407361	PEQUEEN, AMANDA & PARSONS, CI	05/02/2025	Regular	0.00	157.75	117490
407124	RAINBOW BEND HOMEOWNERS AS	05/02/2025	Regular	0.00	500.00	117491
404863	REFUSE, INC	05/02/2025	Regular	0.00	439.74	117492
101521	RENO DRAIN OIL SERVICE	05/02/2025	Regular	0.00	100.00	117493
101520	RENO PAINT MART INC	05/02/2025	Regular	0.00	119.16	117494
403943	RENO TAHOE TERRITORY	05/02/2025	Regular	0.00	150.00	117495
101568	SANI-HUT COMPANY INC	05/02/2025	Regular	0.00	1,900.00	117496
406536	SAPIENCE PRACTICE	05/02/2025	Regular	0.00	2,500.00	117497
404675	SUPERIOR POOL PRODUCTS	05/02/2025	Regular	0.00	42.48	117498
406778	SILVER STATE ANALYTICAL LABORAT	05/02/2025	Regular	0.00	1,886.00	117499
406367	SHEPHERD SCOTT F.	05/02/2025	Regular	0.00	500.00	117500
102461	SIERRA CONTROLS LLC	05/02/2025	Regular	0.00	1,860.00	117501
101630	NV ENERGY	05/02/2025	Regular	0.00	15,907.22	117502
	Void	05/02/2025	Regular	0.00	0.00	117503
101632	SIERRA PEST CONTROL INC	05/02/2025	Regular	0.00	55.00	117504
407355	SIMPSON, ALLEN	05/02/2025	Regular	0.00	110.00	117505
403234	TAHOE SUPPLY COMPANY LLC	05/02/2025	Regular	0.00	295.83	117506
405989	TSA CUSTOM CAR AND TRUCK	05/02/2025	Regular	0.00	1,049.78	117507
101745	ST CO WATER SYSTEM	05/02/2025	Regular	0.00	4,024.26	117508
402848	MARK STAFFORD REAL ESTATE APPI	05/02/2025	Regular	0.00	250.00	117509
405475	STAPLES BUSINESS ADVANTAGE	05/02/2025	Regular	0.00	1,133.13	117510
407365	STOREY COUNTY CHAMBER OF COM	05/02/2025	Regular	0.00	1,250.00	117511
406494	ROY L STRALLA ATTORNEY AT LAW F	05/02/2025	Regular	0.00	5,000.00	117512
103089	SUN RIDGE SYSTEMS INC	05/02/2025	Regular	0.00	1,200.00	117513
407051	SUNRISE DISTRIBUTING LLC	05/02/2025	Regular	0.00	563.00	117514
406676	SWITCH	05/02/2025	Regular	0.00	4,025.98	117515
407068	SYSKO SACRAMENTO INC	05/02/2025	Regular	0.00	4,077.08	117516
405185	THATCHER COMPANY OF NEVADA, I	05/02/2025	Regular	0.00	2,758.38	117517
404615	THE ANTOS AGENCY	05/02/2025	Regular	0.00	2,128.90	117518
404582	TRUCKEE MEADOWS FIRE PROTECTI	05/02/2025	Regular	0.00	9,475.59	117519
406738	UBEO BUSINESS SERVICES	05/02/2025	Regular	0.00	41.62	117520
102195	ULINE	05/02/2025	Regular	0.00	3,836.31	117521
407142	UNIFIRST CORPORATION	05/02/2025	Regular	0.00	786.75	117522
406623	US FOODS INC	05/02/2025	Regular	0.00	8,446.15	117523
405143	U.S. GEOLOGICAL SURVEY	05/02/2025	Regular	0.00	4,668.13	117524
404828	V & T ROCK, INC	05/02/2025	Regular	0.00	1,471.91	117525
403268	CELLCO PARTNERSHIP	05/02/2025	Regular	0.00	212.80	117526
407343	VOHNE LICHE KENNELS INC	05/02/2025	Regular	0.00	318.00	117527
101899	GRAINGER	05/02/2025	Regular	0.00	22.18	117528
101932	WASHOE CO SHERIFFS OFFICE	05/02/2025	Regular	0.00	1,450.00	117529
101920	WESTERN NEVADA SUPPLY CO	05/02/2025	Regular	0.00	1,583.91	117530
405794	WHARTON CONCRETE FORMING SU	05/02/2025	Regular	0.00	405.78	117531

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404295	WELLS ONE COMMERCIAL CARD	05/02/2025	Bank Draft	0.00	29,622.01	DFT0002147

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	102	0.00	304,377.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	37	1	0.00	29,622.01
EFT's	4	3	0.00	9,315.00
	271	107	0.00	343,314.29

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

Cory Y. Wooten 5/1/2025
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 5-1-25
Comptroller Date

[Signature] 5-5-25
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	343,314.29
			<u>343,314.29</u>



STOREY COUNTY

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By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
407356	ACTALENT INC	05/16/2025	EFT	0.00	3,400.00	10724
407356	ACTALENT INC	05/16/2025	EFT	0.00	3,400.00	10725
404394	GTP ACQUISTION PARTNERS II LLC	05/16/2025	EFT	0.00	1,336.16	10726
406777	DOWL LLC	05/16/2025	EFT	0.00	3,707.50	10727
406777	DOWL LLC	05/16/2025	EFT	0.00	11,520.00	10728
406777	DOWL LLC	05/16/2025	EFT	0.00	6,500.00	10729
406777	DOWL LLC	05/16/2025	EFT	0.00	2,808.75	10730
404671	PORTER GROUP LLC	05/16/2025	EFT	0.00	10,000.00	10731
407110	ANTHEM BLUE CROSS AND BLUE SH	05/16/2025	EFT	0.00	27,066.77	10732
400481	ALLISON, MACKENZIE, LTD	05/16/2025	Regular	0.00	1,765.00	117544
100135	ALSCO INC	05/16/2025	Regular	0.00	144.54	117545
406619	AMAZON BUSINESS	05/16/2025	Regular	0.00	70.47	117546
403651	ARC HEALTH AND WELLNESS	05/16/2025	Regular	0.00	1,173.00	117547
405268	ARGENTUM PARTNERS, LTD	05/16/2025	Regular	0.00	5,000.00	117548
406683	SIERRA MEAT CO	05/16/2025	Regular	0.00	1,435.15	117549
100073	AUTO & TRUCK ELECTRIC, INC	05/16/2025	Regular	0.00	2,225.00	117550
101605	SIERRA ELECTRONICS	05/16/2025	Regular	0.00	665.00	117551
407374	BIGGEST LITTLE PRINTERS	05/16/2025	Regular	0.00	2,486.25	117552
405077	MACKAY MANSION	05/16/2025	Regular	0.00	1,301.00	117553
100471	MOUNDHOUSE TRUE VALUE HARDV	05/16/2025	Regular	0.00	24.31	117554
405028	RYAN'S ROCK AND HOE	05/16/2025	Regular	0.00	400.00	117555
403671	THE WASHOE CLUB MUSEUM	05/16/2025	Regular	0.00	676.00	117556
100476	BURTONS FIRE APPARATUS	05/16/2025	Regular	0.00	129.46	117557
99763	CANYON GENERAL IMPROVEMENT I	05/16/2025	Regular	0.00	200.60	117558
100475	CAPITAL CITY AUTO PARTS	05/16/2025	Regular	0.00	920.44	117559
100792	CAPITAL FORD INC	05/16/2025	Regular	0.00	144.02	117560
405831	CARSON NOW LLC	05/16/2025	Regular	0.00	400.00	117561
99720	CASELLE INC	05/16/2025	Regular	0.00	289.00	117562
407314	PAUL CAVIN ARCHITECT LLC	05/16/2025	Regular	0.00	44,800.00	117563
404633	CHARTER COMMUNICATIONS	05/16/2025	Regular	0.00	113.93	117564
404798	CINTAS	05/16/2025	Regular	0.00	347.50	117565
100505	CITY OF CARSON TREASURER	05/16/2025	Regular	0.00	60.00	117566
406406	COMSTOCK PROPANE	05/16/2025	Regular	0.00	1,560.61	117567
406372	CONSTRUCTION MATERIALS ENGINI	05/16/2025	Regular	0.00	21,847.50	117568
407278	CRAFT PRODUCTIONS	05/16/2025	Regular	0.00	3,810.00	117569
103220	ON THE SIDE GRAPHICS & SIGNS	05/16/2025	Regular	0.00	292.00	117570
404466	FIRST CHOICE COFFEE SRV	05/16/2025	Regular	0.00	1,344.79	117571
99652	COMSTOCK CHRONICLE	05/16/2025	Regular	0.00	120.00	117572
406010	DEITZ MEDIA & MARKETING, LLC	05/16/2025	Regular	0.00	41,815.87	117573
407368	DOEPPING, JEFFERY	05/16/2025	Regular	0.00	614.51	117574
407370	ELSTON, MALALA	05/16/2025	Regular	0.00	100.00	117575
405180	FAIN, JESSICA	05/16/2025	Regular	0.00	300.00	117576
404509	FASTENAL COMPANY	05/16/2025	Regular	0.00	1,238.17	117577
405969	FLEETPRIDE, INC	05/16/2025	Regular	0.00	209.88	117578
406817	FOLEY, HELEN A	05/16/2025	Regular	0.00	4,000.00	117579
407155	FOR THE SONG CHARITABLE FUND	05/16/2025	Regular	0.00	8,000.00	117580
100826	FOURTH WARD SCHOOL MUSEUM	05/16/2025	Regular	0.00	64.00	117581
407074	GARDA CL SOUTHWEST INC	05/16/2025	Regular	0.00	331.72	117582
406696	TTG COMMUNICATIONS CO	05/16/2025	Regular	0.00	358.00	117583
100856	GRANITE CONSTRUCTION COMPAN'	05/16/2025	Regular	0.00	10,732.30	117584
103470	GREAT BASIN TERMITE & PEST CON	05/16/2025	Regular	0.00	560.00	117585
405784	LAKOTA HRM, LLC	05/16/2025	Regular	0.00	6,555.00	117586
404514	ENVORONMENTAL TEST SYSTEMS	05/16/2025	Regular	0.00	22,667.31	117587
407319	CALIFORNIA SAFETY TRAINING	05/16/2025	Regular	0.00	7,700.00	117588

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
102983	USABUEBOOK	05/16/2025	Regular	0.00	2,500.51	117589
406941	BLIZZ INC	05/16/2025	Regular	0.00	3,500.00	117590
405293	HIGHLAND ELECTRIC AND LIGHTING	05/16/2025	Regular	0.00	49,153.00	117591
406818	SALT LAKE WHOLESALE SPORTS	05/16/2025	Regular	0.00	4,318.53	117592
100978	INTERSTATE OIL CO	05/16/2025	Regular	0.00	4,874.77	117593
100885	IRON MOUNTAIN	05/16/2025	Regular	0.00	398.22	117594
403834	IT1 SOURCE LLC	05/16/2025	Regular	0.00	34,616.22	117595
103317	SILVER STATE INTERNATIONAL TRUC	05/16/2025	Regular	0.00	444.37	117596
406428	J W WELDING SUPPLIES & TOOLS	05/16/2025	Regular	0.00	130.19	117597
406617	JOHN H BURROWS INC	05/16/2025	Regular	0.00	293.14	117598
406645	JOHN'S SPRING AND SUSPENSION LI	05/16/2025	Regular	0.00	2,307.65	117599
405799	JOHNSON LAW PRACTICE PLLC	05/16/2025	Regular	0.00	5,730.00	117600
405799	JOHNSON LAW PRACTICE PLLC	05/16/2025	Regular	0.00	1,150.00	117601
407219	K7 CONSTRUCTION INC	05/16/2025	Regular	0.00	602,154.59	117602
406964	FIRE APPARATUS SOLUTIONS	05/16/2025	Regular	0.00	547.97	117603
101040	L N CURTIS & SONS	05/16/2025	Regular	0.00	1,434.95	117604
101030	LIFE-ASSIST INC	05/16/2025	Regular	0.00	1,748.61	117605
404102	LIQUID BLUE EVENTS LLC	05/16/2025	Regular	0.00	2,000.00	117606
102751	LYON CO COMPTROLLER	05/16/2025	Regular	0.00	10,728.50	117607
406735	MODERN IMAGING SOLUTIONS, INC	05/16/2025	Regular	0.00	919.50	117608
406758	NAVIANT, INC	05/16/2025	Regular	0.00	8,058.75	117609
101226	NEV COMPTROLLER STE 5	05/16/2025	Regular	0.00	29,239.00	117610
101343	NEV DEPT HUMAN RESOURCES	05/16/2025	Regular	0.00	403.95	117611
403317	NEV DEPT PUBLIC SAFETY	05/16/2025	Regular	0.00	1,170.00	117612
404715	NEVADA ASSOCIATION OF EMPLOYE	05/16/2025	Regular	0.00	780.00	117613
407021	NEVADA EXHAUST CLEANING INC	05/16/2025	Regular	0.00	425.00	117614
101269	NEVADA LEGAL SERVICES INC	05/16/2025	Regular	0.00	797.86	117615
406600	NORTHWEST FIRE FIGHTER BENEFIT	05/16/2025	Regular	0.00	6,121.24	117616
407371	O'FARRELL, JACOB	05/16/2025	Regular	0.00	195.65	117617
406628	OLIVER PACKAGING & EQUIPMENT	05/16/2025	Regular	0.00	1,869.96	117618
406417	OOSOSHARP, LLC	05/16/2025	Regular	0.00	1,906.08	117619
405127	O'REILLY AUTO PARTS	05/16/2025	Regular	0.00	553.69	117620
407233	PACIFIC STEEL & RECYCLING	05/16/2025	Regular	0.00	94.00	117621
406359	PACSTATES	05/16/2025	Regular	0.00	57,968.35	117622
403895	WAY IT WAS MUSEUM	05/16/2025	Regular	0.00	368.50	117623
404837	PIPER'S OPERA HOUSE	05/16/2025	Regular	0.00	170.00	117624
101435	PITNEY BOWES GLOBAL FINANCIAL	05/16/2025	Regular	0.00	1,076.10	117625
101434	PITNEY BOWES INC	05/16/2025	Regular	0.00	168.24	117626
407372	POLSTON, VISTOR	05/16/2025	Regular	0.00	431.75	117627
403329	PROTECTION DEVICES INC	05/16/2025	Regular	0.00	2,245.21	117628
103221	PEBP	05/16/2025	Regular	0.00	2,322.33	117629
102388	REDWOOD TOXICOLOGY LABORATC	05/16/2025	Regular	0.00	201.00	117630
404863	REFUSE, INC	05/16/2025	Regular	0.00	658.65	117631
406378	ROADSAFE TRAFFIC SYSTEMS, INC.	05/16/2025	Regular	0.00	730.00	117632
101568	SANI-HUT COMPANY INC	05/16/2025	Regular	0.00	1,895.00	117633
406536	SAPIENCE PRACTICE	05/16/2025	Regular	0.00	2,600.00	117634
103241	SBC GLOBAL SERVICES IN LD	05/16/2025	Regular	0.00	93.09	117635
404675	SUPERIOR POOL PRODUCTS	05/16/2025	Regular	0.00	346.80	117636
406778	SILVER STATE ANALYTICAL LABORA	05/16/2025	Regular	0.00	514.00	117637
406776	SHAKESPEARE UNLIMITED	05/16/2025	Regular	0.00	28,948.43	117638
406367	SHEPHERD SCOTT F.	05/16/2025	Regular	0.00	1,200.00	117639
404187	SAWDUST TRAILS	05/16/2025	Regular	0.00	588.00	117640
403384	SMITHS FOOD & DRUG CENTER	05/16/2025	Regular	0.00	5,098.94	117641
101658	SPB UTILITY SERVICES INC	05/16/2025	Regular	0.00	7,462.00	117642
101717	ST CO SCHOOL DISTRICT	05/16/2025	Regular	0.00	373,198.49	117643
101745	ST CO WATER SYSTEM	05/16/2025	Regular	0.00	4,387.73	117644
101228	ST OF NEV STATE PUBLIC WORKS DI	05/16/2025	Regular	0.00	7,167.43	117645
406029	ST. CLAIR, FAITH A.	05/16/2025	Regular	0.00	140.00	117646
407367	STANDARD INSURANCE COMPANY	05/16/2025	Regular	0.00	41.96	117647
405475	STAPLES BUSINESS ADVANTAGE	05/16/2025	Regular	0.00	291.27	117648
101229	OFFICE OF THE STATE CONTROLLER	05/16/2025	Regular	0.00	1,062.14	117649

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101229	OFFICE OF THE STATE CONTROLLER	05/16/2025	Regular	0.00	1,917,804.92	117650
101229	OFFICE OF THE STATE CONTROLLER	05/16/2025	Regular	0.00	16,031.00	117651
102441	STOREY COUNTY SHERIFF	05/16/2025	Regular	0.00	319.68	117652
403892	PONDEROSA MINE TOURS	05/16/2025	Regular	0.00	2,701.00	117653
407051	SUNRISE DISTRIBUTING LLC	05/16/2025	Regular	0.00	484.65	117654
405244	SUTTON HAGUE LAW CORP	05/16/2025	Regular	0.00	2,436.25	117655
407068	SYSCO SACRAMENTO INC	05/16/2025	Regular	0.00	3,475.46	117656
404615	THE ANTOS AGENCY	05/16/2025	Regular	0.00	3,675.00	117657
103063	THE PITNEY BOWES RESERVE ACCOI	05/16/2025	Regular	0.00	200.00	117658
405112	TYLER TECHNOLOGIES, INC	05/16/2025	Regular	0.00	147.00	117659
403035	TYLER, BRET	05/16/2025	Regular	0.00	125.00	117660
406738	UBEO BUSINESS SERVICES	05/16/2025	Regular	0.00	3,501.96	117661
102195	ULINE	05/16/2025	Regular	0.00	1,734.46	117662
407142	UNIFIRST CORPORATION	05/16/2025	Regular	0.00	677.98	117663
102962	UNIFORMITY	05/16/2025	Regular	0.00	552.48	117664
406623	US FOODS INC	05/16/2025	Regular	0.00	8,841.90	117665
101845	US POSTOFFICE (VC)	05/16/2025	Regular	0.00	300.00	117666
101899	GRAINGER	05/16/2025	Regular	0.00	343.63	117667
407092	WALKER'S OFFICE SOLUTIONS INC	05/16/2025	Regular	0.00	1,303.05	117668
405574	WASHOE COUNTY FORENSIC SCIENC	05/16/2025	Regular	0.00	1,152.00	117669
101920	WESTERN NEVADA SUPPLY CO	05/16/2025	Regular	0.00	2,515.04	117670
405794	WHARTON CONCRETE FORMING SU	05/16/2025	Regular	0.00	125.00	117671
407164	YOO, CHONE	05/16/2025	Regular	0.00	400.00	117672
404295	WELLS ONE COMMERCIAL CARD	05/16/2025	Bank Draft	0.00	34,807.28	DFT0002158

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	277	129	0.00	3,449,781.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	1	0.00	34,807.28
EFT's	11	9	0.00	69,739.18
	327	139	0.00	3,554,327.56

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Date

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2025	3,554,327.56
			<u>3,554,327.56</u>



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration of approval of an Agreement for Professional Services contract between Storey County and J-U-B Engineering, Inc. This contract is related to on call and engineering professional services related to the TRI Center Drainage Analysis. J-U-B will be reimbursed for time and materials related to assisting County staff with the analysis of TRI Center drainage issues related to public areas and proposed public areas as identified in the Storey County and Tahoe Reno Industrial Center Development Agreement. This contract is for Phase I of the analysis which will research and evaluate drainage issues for existing and potential public areas not to exceed \$81,100. This amount has been included in both the Planning Department's budget for Fiscal Years 24/25 and 25/26 under the category of Professional Services.
- **Recommended motion:** I (commissioner) move to approve an Agreement for Professional Services contract between Storey County and J-U-B Engineering, Inc. This contract is related to on call and engineering professional services related to the TRI Center Drainage Analysis. This contract is for Phase I of the analysis which will research and evaluate drainage issues for existing and potential public areas not to exceed \$81,100. This amount has been included in both the Planning Department's budget for Fiscal Years 24/25 and 25/26 under the category of Professional Services.
- **Prepared by:** Kathy Canfield

Department: Commissioners

Contact Number: 775-847-1144

- **Staff Summary:** This request is to allow for J-U-B Engineering, Inc., to assist Storey County staff with completing research and analyzing drainage issues associated with public property (roadways and drainage properties) and potential public properties (dedication of improvements for roadways and drainage channels as identified in the TRI Center-Storey County Development Agreement) within the watershed of the McCarran area of Storey County. This contract is for Phase I of the overall goal of identifying issues and areas of concern related to drainage. Future phases of the project will utilize the information generated in Phase I to identify and design improvements for the overall drainage system. This project is identified in the Fiscal Year 24/25 Planning Department budget and is continued in the Fiscal Year 25/26 Planning Department budget.
- **Supporting Materials:** See Attachments

- **Fiscal Impact:**
- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 49-24-034
J-U-B Project Manager: Jeff Weagel

This Agreement entered into and effective this 9th day of May 2025, between Storey County, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Retain a consultant for on-call and engineering professional services related to the TRI Center Drainage Analysis hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Kathy Canfield</u>	Work telephone	<u>775-847-1144</u>
	Address	<u>P.O. Box 176</u>	Home/cell phone	<u></u>
		<u>Virginia City, NV 89440</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>KCanfield@StoreyCounty.org</u>

For J-U-B:

1.	Name	<u>Jeff Weagel</u>	Work telephone	<u>775-852-1440 / 775-420-4547</u>
	Address	<u>5190 Neil Road</u>	Cell phone	<u></u>
		<u>Suite 500</u>	FAX telephone	<u></u>
		<u>Reno, NV 89502</u>	E-mail address	<u>jweagel@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Storey County

NAME
P.O. Box 176

STREET
Virginia City, NV 89440

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
5190 Neil Rd., Suite 500

STREET
Reno, NV 89502

CITY / STATE / ZIP CODE

BY (Signature)
Shane K. Dyer, P.E., Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☒ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: TRI Center Drainage Analysis (Phase 1)

CLIENT: Storey County

J-U-B PROJECT NUMBER: 49-24-034

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 5/9/2025; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Storey County intends to develop an understanding of both the existing and future drainage conditions within the Tahoe Reno Industrial Center (TRI Center). Storey County also intends to provide proactive guidance to potential developers of the TRI Center by clarifying standards and requirements of infrastructure and improvements associated with development within the TRI Center.

The project involves a review and detailed analysis of the drainage systems within and adjacent to the TRI Center. Phase 1 focuses on examining the Development Agreement, identifying and assessing both internal and external drainages, reviewing existing drainage studies, and highlighting gaps in current data. Phase 2 will build on this by analyzing the design and capacity of existing facilities, determining necessary upgrades, proposing solutions for missing facilities, and assessing the impact of future development. It also includes identifying problem sites, developing design standards, designing roadside channels for USA Parkway, coordinating with NDOT, proposing new features to mitigate downstream impacts, and creating detailed maps. Together, these tasks aim to ensure the drainage systems can accommodate current and future development needs effectively.

This document describes Phase 1 of this analysis, with the scope of Phase 2 to be determined by evaluations and studies performed in Phase 1.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.

7. Attend 2 client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task 200: Data Gathering

1. Data Gathering
 - a. In this task, J-U-B will:
 - I. Download the apparently latest version of the Development Agreement & Attachments from the TRI Center website.
 - II. Request Parcel, Zoning, Land Use Data, TRI Center Boundary from Storey County and/or the TRI Center
 - III. Request drainage studies, record drawings, surveys, existing topographic mapping, and storm drain, culvert, ditch, and other utilities mapping from Storey County, NDOT, and/or the TRI Center.
 - iv. Conduct one meeting to discuss and approximately map known drainage issues with Storey County (Public Works & Planning)
 - b. Assumptions:
 - I. Storey County will provide relevant data, information, models, and reports if available.
 - II. J-U-B will use free and publicly available information sources. At Storey County's discretion, Storey County will pay for additional proprietary information if needed.
 - c. Deliverables:
 - i. Data, information, reports, and drawings for use in subsequent tasks.
 - II. One meeting with Storey County staff to discuss known drainage issues.

C. Task 300: Review Development Agreement

1. Review Development Agreement
 - a. In this task J-U-B will:
 - I. Meet with Storey County staff to discuss the Development Agreement, particularly Storey County's interpretation of the Development Agreement, relevant design standards, and requirements.
 - II. Review and analyze portions of the Development Agreement to understand the scope and obligations related to drainage, particularly Sections 5, 6, & 7.
 - iii. Review and analyze portions of the Development Handbook/Design Standards Handbook (Exhibit C to Development Agreement), particularly Article 8: Storm Drainage.
 - iv. Write a memorandum or report section on the Development Agreement and Development Handbook. The intent of memorandum is to document consensus on understandings and mechanisms for compliance regarding infrastructure, and understanding of ownership, maintenance, and construction cost responsibilities. The intent of this document is to clarify details of the existing agreement to determine how the drainage plan will be implemented. The intent is not to evaluate or recommend changes to the agreement.
 - v. Assumptions:
 - (a) Storey County staff will discuss their current interpretation(s) of the development agreement, how it is currently used to manage development and infrastructure, and how Storey County plans to use it to manage development and infrastructure.
 - (b) Storey County will review the draft memorandum/report section related to the Development agreement and provide one set of consolidated comments to J-U-B within 10 working days of receipt.

- (c) No changes to the development agreement will be evaluated or recommended in this scope.
- vi. Deliverables:
 - (a) One draft memorandum on the Development Agreement and Development Handbook for Storey County review.
 - (b) One Teams meeting to discuss the draft memorandum.
 - (c) A final draft of the memorandum in electronic format.

D. Task 400: Drainage Identification and Assessment

1. Drainage Identification and Assessment

- a. In this task, J-U-B will:
 - i. Review existing drainage studies and watershed data, including FEMA studies, initial TRI Center studies, and USGS/NHD data.
 - ii. List and map drainages that fall within the Development Agreement and have potential for dedication to Storey County.
 - iii. Identify drainages not covered by the Development Agreement.
 - iv. Develop or adapt hydrologic model to estimate 5-year and 100-year peak flows and the potential impact of drainages in the TRI-Center and determine if they should be included in the Phase 2 study.
 - v. Write a memorandum/report section describing the methodology and results of this task.
- b. Assumptions:
 - i. Detailed evaluations of the drainages contributing to the Waltham Way area are covered in a separate scope. Drainages contributing to Electric Wash are included in this scope.
- c. Deliverables:
 - i. Hydrologic model results for the 5-year and 100-year storms.
 - ii. Watershed and sub-watershed boundaries in GIS format.
 - iii. A memorandum/report section on drainage identification and assessment.

E. Task 500: Identify Missing Information

1. Identify Missing Information

- a. In this task, J-U-B will:
 - i. Identify gaps in existing data and studies that need to be addressed prior to development of an overall drainage plan for the portions of the TRI Center contributing to Electric Wash. Comparisons are expected to include:
 - (a) Drainage infrastructure assets data (storm drains, culverts, ditches)
 - (b) Other utility information
 - (c) Drainage studies, information on constructed stormwater conveyance and storage infrastructure, watershed and sub-watershed characteristics
 - ii. Write a report section describing the methodology and results of this task.
 - iii. Compile the report sections and excerpts from the Development Agreement Review Memorandum and finalize the report on the Drainage Analysis.
- b. Assumptions:
 - i. Detailed evaluations of the drainages contributing to the Waltham Way area are covered in a separate scope. Drainages contributing to Electric Wash are included in this scope.
 - ii. Collection of data and additional survey will be included in a separate scope
- c. Deliverables:

- i. Drainage Analysis Report in electronic form.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide information and data relevant to the project, specifically as described in the tasks above, and generally for data, studies, and information available to Storey County and relevant to the project.
 2. Providing planning and public works staff, who are knowledgeable about drainage and infrastructure issues in and near the TRI Center, for meetings as described above.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Analysis and design of drainage features outside of the TRI Center.
 2. Drainage master plan development, detailed design of drainage features within the TRI Center.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Time and Materials (Estimated Amount Shown)	\$8,500	Concurrent with work progress
200	Data Gathering	Time and Materials (Estimated Amount Shown)	\$7,300	Concurrent with work progress
300	Review Development Agreement	Time and Materials (Estimated Amount Shown)	\$17,600	Draft for CLIENT review one month after executed contract, notice to proceed, and receipt of all required data
400	Review Existing Drainage Studies	Time and Materials (Estimated Amount Shown)	\$26,400	Draft for CLIENT review one month after executed contract, notice to proceed, and receipt of all required data
500	Drainage Identification and Assessment	Time and Materials (Estimated Amount Shown)	\$21,300	Draft for CLIENT review three months after executed contract, notice to proceed, and receipt of all required data
Total:			\$81,100	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

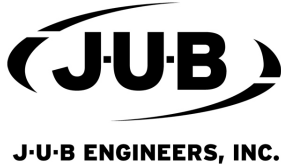
TYPE OF WORK: County

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Stormwater (S13)
2. Planning (P05)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Page 3 of 4 under GENERAL second paragraph, the following sentence is added:

When exercising its professional judgment as described herein, J-U-B will inform Client and obtain CLIENT's consent in writing, of its interpretations of ambiguous requirements that have an impact on costs to the project, prior to acting pursuant to such interpretations.

Page 3 of 4 under REUSE OF Documents, the following paragraph is added:

Pursuant to NRS 239.010, information or documents received from J-U-B may be open to public inspection and copying. The CLIENT has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. J-U-B may label specific parts of an individual document as a "trade secret", "private" or "confidential" provided that J-U-B thereby agrees to indemnify and defend the CLIENT for honoring such a designation. The failure to so label any document that is released by the CLIENT shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

Page 3 of 4 under TIME OF PAYMENTS, the following paragraph is added:

The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.

Page 4 of 4 under Risk Allocations, the following paragraph is added:

The CLIENT will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any CLIENT breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to J-U-B, for the Fiscal Year budget in existence at the time of the breach.

Page 4 of 4 under Risk Allocations, the following paragraph is added:

To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless the CLIENT from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent arising out of any breach of the obligations of J-U-B under this contract, or any negligent or willful acts or omissions of J-U-B, its officers, employees and agents in performance of the contract. J-U-B's obligation to indemnify the CLIENT shall apply in all cases except for claims arising from the CLIENT's own negligence or willful misconduct. J-U-B waives any rights of subrogation against the CLIENT.

The following new section is added:

REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.

J-U-B represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the CLIENT will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the CLIENT incurs any employment liability for the work under this Contract, J-U-B will reimburse the CLIENT for that liability.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the purchase agreement between Storey County and Dominion Voting Systems for Ballot Marking Devices and accessories in an amount not to exceed \$21,404.50.
- **Recommended motion:** I, Commissioner (name), move to approve the County Clerk & Treasurer to sign the proposed purchase agreement with Dominion Voting Systems for Ballot Marking Devices and accessories in an amount not to exceed \$21,404.50 and the corresponding Fourth Amendment to the 2017 original agreement with Dominion Voting Systems.
- **Prepared by:** Jim Hindle

Department: Clerk & Treasurer

Contact Number: 7758470969

- **Staff Summary:** In March of this year the President of the United States issued the Executive Order "Preserving and Protecting the Integrity of American Elections" in which Section 4.(b)(i) states:
 -
 - (b)(i) The Election Assistance Commission shall initiate appropriate action to amend the Voluntary Voting System Guidelines 2.0 and issue other appropriate guidance establishing standards for voting systems to protect election integrity. The amended guidelines and other guidance shall provide that voting systems should not use a ballot in which a vote is contained within a barcode or quick-response code in the vote counting process except where necessary to accommodate individuals with disabilities, and should provide a voter-verifiable paper record to prevent fraud or mistake.
 -
 - As a result of this Executive Order the Nevada Secretary of State's Office has issued guidance that counties that have been using Dominion Voting Systems' DVS Voter Verified Paper Audit Trail (VVPAT) devices as part of the standard voting machine set-up must replace those devices as they record a QR code record of voters ballots as these devices are, therefore, non-compliant with the President's Executive Order. The Secretary further recommends that counties would be prudent to transition to a new paper audit trail solution sooner rather than later given market supply and availability of alternative compliant devices - especially in the current economic and trade environment.
 -

- The County Clerk & Treasurer's Office has been in conversation and negotiation with DVS for over two years regarding the transition from the touchscreen ICX coupled VVPAT device to a Ballot Marking Device (BMD) solution. The BMD installation uses the ICX touchscreen coupled with a ballot printer. The voter indicates their vote using the ICX touchscreen and then, after review on the touchscreen, prints their ballot on paper which can then be reviewed again by the voter for confirmation of vote accuracy. The paper ballot is then turned-in by the voter at the polling center and tabulated. The paper ballot is both the vote and the voter verified paper audit instrument. This evolution in voting machine set-up has been of interest as it would be a method to increase voter confidence in the integrity of our elections process. Conversion of Storey County's machines will only require the transition from the VVPAT device to an election security certified ballot printer which is reflected in the proposed agreement.
-
- When the Executive Order was issued, DVS was contacted and confirmed the tight market supply of readily available BMD printer units. DVS offered to hold the quantity of units required by the Storey County, but the county would need to place an order as soon as possible in order to be guaranteed the supply. Delaying an order would jeopardize the ability to get the needed units for compliance in time to install, test and train staff and pollworkers on the new procedures to run the 2026 elections. It is these unique circumstances that Clerk & Treasurer believe it is prudent to go forward with the purchase at this time.
-
- The County Comptroller is confident funds are available within the Clerk & Treasurer's 2024-2025 budget to accommodate this unplanned expense, and with Board approval, we will make the necessary adjustments to keep the overall budget in balance.
-
- The Board is recommended to approve the purchase and ratify the Clerk & Treasurer as signatory on the purchase agreement.

- **Supporting Materials:** See Attachments

- **Fiscal Impact:** \$21,404.50

- **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



April 3, 2025

Storey County, NV

Q00012774

Prepared by:
Christy Kurowski
christy.kurowski@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
In-Person Voting: Polling Location Hardware					
Ballot Marking Device Printer - 4001dn		123-000607	25	\$775.00	\$19,375.00
Cable - USB 2.0 A Male to B Male. Black. 6' With Ferrites		131-000005	25	\$14.96	\$374.00
UPS - CyberPower 1500VA - with Inverter		190-000073	4	\$737.00	\$2,948.00
Sub-Total					\$22,697.00
Accessories					
Transport Bag BMD Printer (for printer only - no tray slot)		125-000067	25	\$93.50	\$2,337.50
Sub-Total					\$2,337.50
Support Services					
On-Site Services - Non-Election Day (/day)		S00002	1.0	\$2,200.00	\$2,200.00
Sub-Total					\$2,200.00
Estimated Shipping					
Shipping (estimated)		S90000	1	\$1,120.00	\$1,120.00
Sub-Total					\$1,120.00
Purchase Sub-Total					\$28,354.50
Discounts					
Discount	VVPAT Upgrade	D00001	25	-\$190.00	-\$4,750.00
Discount	On-Site Discount	D00001	1	-\$2,200.00	-\$2,200.00
Sub-Total					-\$6,950.00
Purchase Total					\$21,404.50

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.
Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

Jim Hindle

From: Mark Wlaschin <mwlaschin@sos.nv.gov>
Sent: Thursday, April 3, 2025 8:36 AM
To: Scott Hoen; Linda Rothery; Lorena Portillo; Burgans, Amy; Becky Plunkett; LaCinda Elgan; Kathy Bowling; Tami Spero; landercountyclerk; Illoyd; slindberg; clerk-treasurer; Cori Freidhof; Lacey Donaldson; Jim Hindle; McDonald, Andrew P; White Pine County Clerk
Cc: Deanna Spikula; Miguel Camacho; Heather Hardy
Subject: VVPAT Update
Importance: High

Good morning!

I know this doesn't apply to all of you, but wanted to make sure you all heard nonetheless.

A quick update about the Executive Order as it relates to the VVPAT. One of the provisions is that voting systems should not use a barcode or QR code. I have confirmed with Dominion (email below) that the VVPAT is non-compliant with the EO and that they have no plans to make it compliant. This forces the transition to Ballot Marking Devices (BMD).

After considering the delivery timelines, training requirements, etc. you may want to make the transition sooner than later as, even if this EO is held up by the courts, the changes to VVSG and the EAC will likely make it a reality before the 2026 election cycle anyway and the looming nationwide demand may lead to delays if you wait.

Please let me know if you have any questions.

(b) (i) The Election Assistance Commission shall initiate appropriate action to amend the Voluntary Voting System Guidelines 2.0 and issue other appropriate guidance establishing standards for voting systems to protect election integrity. The amended guidelines and other guidance shall provide that voting systems should not use a ballot in which a vote is contained within a barcode or quick-response code in the vote counting process except where necessary to accommodate individuals with

Mark Wlaschin

Deputy Secretary of State for Elections

Office of Secretary of State Francisco V. Aguilar
101 North Carson Street, Suite 3
Carson City, Nevada 89701



775.684.5720
mwlaschin@sos.nv.gov

From: Christy Kurowski <christy.kurowski@dominionvoting.com>

Sent: Wednesday, April 2, 2025 6:20 PM

To: Mark Wlaschin <mwlaschin@sos.nv.gov>

Subject: RE: [EXTERNAL] VVPAT

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Mark,

I hope you have had a great week!!

In reference to your question below there has been no discussion internally on removing the barcode from the VVPAT as it would then essentially function as a DRE and not a BMD. Any changes would result in significant development work (scope, software, testing, etc.) and recertification costs (test lab review, state certification, etc.). Our primary focus with customers has been the uniform ballot and associated BMD printer which, as you know, counties are currently moving to. Let me know if you would like to discuss further and I can set up a call, that would not be a problem at all.

Thank you for your continued questions and engagement.

Christy

Christy Kurowski | Regional Sales Manager

DOMINION VOTING SYSTEMS

1.866.654.8683 | DOMINIONVOTING.COM

Mobile: 720-703-4944

From: Mark Wlaschin <mwlaschin@sos.nv.gov>

Sent: Tuesday, April 1, 2025 3:03 PM

To: Megan Berg <megan.berg@dominionvoting.com>; Christy Kurowski <christy.kurowski@dominionvoting.com>

Subject: [EXTERNAL] VVPAT

Good afternoon!

Do you happen to know if there has been any discussion about removing the barcode / QR from the VVPAT? Or if requested, how difficult of a job that might be (or how long it would take to implement)?

Mark Wlaschin

Deputy Secretary of State for Elections

Office of Secretary of State Francisco V. Aguilar

FOURTH AMENDMENT
VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND STOREY COUNTY, NV

This Fourth Amendment to the Voting System Agreement ("Fourth Amendment") is made and entered into as of this May 13, 2025 (the "Fourth Amendment Effective Date") by and between Storey County, NV ("Customer") and Dominion Voting Systems, Inc.

RECITALS

WHEREAS, the Customer and Dominion entered into the VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND STOREY COUNTY, NV (the "Original Agreement"), with the effective date of October 18, 2017 for the Customer's purchase from Dominion of certain voting systems, licenses, and related solutions, which was amended by a First Amendment on March 1, 2020, a Second Amendment on January 20, 2021, and a Third Amendment on January 1, 2025 (the Original Agreement, First Amendment, Second Amendment, and Third Amendment shall be collectively referred to as the "Agreement");

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Addition of Exhibit A-4.** Exhibit A-4, attached hereto and incorporated by this references, is hereby added to the Agreement immediately following Exhibit A-3. All references to "Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3" in the Agreement are hereby replaced with references to "Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A -4."
- 3. Amendment of Exhibit A-3.** All references to ongoing license and warranty payments due after the Fourth Amendment Effective Date are hereby deleted from Exhibit A-3. All ongoing license and warranty payments due after the Third Amendment Effective Date are now listed in Exhibit A-4.
- 4. All Other Terms.** Except as expressly amended in this Fourth Amendment, all other Agreement terms shall remain in full force and effect.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Agreement to be effective as of the Fourth Amendment Effective Date.

STOREY COUNTY, NV

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

EXHIBIT A-4
TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND STOREY COUNTY, NV
PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION ¹	QTY	UNIT PRICE	EXTENSION
In-Person Voting: Polling Location Hardware			
Cable - USB 2.0 A Male to B Male. Black. 6 ft. With Ferrites	25	\$14.96	\$374.00
Ballot Marking Device Printer 4001dn	25	\$775.00	\$19,375.00
Universal Power Supply (UPS)	4	\$737.00	\$2,948.00
		Sub-total:	\$22,697.00
Accessories			
ImageCast X BMD Printer Transport Bag	25	\$93.50	\$2,337.50
		Sub-total:	\$2,337.50
Support Services and Training			
On-Site Services - Non-Election Day (/day)	1	\$2,200.00	\$2,200.00
		Sub-total:	\$2,200.00
Estimated Shipping			
Shipping (estimated)	1	\$1,120.00	\$1,120.00
		Sub-total:	\$1,120.00
Discounts			
Discount		\$-6,950.00	-\$6,950.00
		Sub-total:	-\$6,950.00
Purchase Total			\$21,404.50

¹ System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Dominion.

ANNUAL FEES

Annual Fees shall commence on January 01, 2026.

DESCRIPTION ²	QTY	UNIT PRICE	EXTENSION
Term: January 1, 2026 - March 31, 2026 (pro-rated 3 months)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite & Adjudication License	1	\$ 1,582.99	\$ 1,582.99
ICX with BMD printer Annual License	20	\$ 33.42	\$ 668.40
ICX with BMD printer Annual Warranty	20	\$ 33.42	\$ 668.40

MBP Annual License	1	\$ 121.72	\$ 121.72
MBP Annual Warranty	1	\$ 45.94	\$ 45.94
ICC G2140 Annual License	1	\$ 782.48	\$ 782.48
ICC G2140 Annual Warranty	1	\$ 393.75	\$ 393.75
			\$ 4,263.68

Term: April 1, 2026 - March 31, 2027			
Description	Quantity	Unit Price	Extended Price
Democracy Suite & Adjudication License	1	\$ 6,331.95	\$ 6,331.95
ICX with BMD printer Annual License	20	\$ 133.68	\$ 2,673.60
ICX with BMD printer Annual Warranty	20	\$ 133.68	\$ 2,673.60
MBP Annual License	1	\$ 486.90	\$ 486.90
MBP Annual Warranty	1	\$ 183.75	\$ 183.75
ICC G2140 Annual License	1	\$ 3,129.93	\$ 3,129.93
ICC G2140 Annual Warranty	1	\$ 1,575.00	\$ 1,575.00
			\$ 17,054.73

² Commencing with the second invoicing of Annual Fees, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.

2. **Payment Schedule** - Dominion shall provide invoices to Customer as described below. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Dominion) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount
1	Purchase payment - due upon receipt	06/04/2025	\$ 21,404.50
2	Annual Fees	Beginning 01/01/2026	See charts above

3. **Product Description**

- 3.1. ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.2. ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.3. ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.
- **Recommended motion:** I (commissioner) approve County Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** The letter of conditions and associated forms provided by the USDA-RD need to be approved and signed by the Commission in order for the USDA-RD to officially obligate the funds for this project. Chairman Carmona will need to sign in both capacities (County and Fire District) as there are continuing compliance obligations that the funding requires after the project is completed.
- **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

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

USDA
Form RD 400-4
(Rev. 3-97)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018

The _____
(name of recipient)

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Jay Carmona

Date

Attest: _____
Jim Hindle, County Clerk

Title

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
Storey County

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0201 and 0575-0189, which expire 3/31/2026. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information. All responses to this collection of information are voluntary. Any questions on this burden can be sent to ICRMTRRequests@usda.gov.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Jim Hindle, County Clerk

By _____
Jay Carmona, Storey County Commision Chair
Storey County Fire Protection District Chair

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 33-015-596790569		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Storey County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Nevada	
		5. COUNTY NAME Storey	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 894 (See FMI)	20. PURPOSE CODE 2	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT 3,750,000
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
Jay Carmona, Storey County Commission Chair
(Signature of Applicant)

Date _____, 20 _____
Jay Carmona, Storey County Fire Protection
District Chairman
(Signature of Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



May 13, 2025

Storey County
Attn: Jay Carmona
Storey County Commission Chair
Storey County Fire Protection District Chair
PO Box 7
Virginia City, NV 89440

via email to: jcarmona@storeycounty.org

Subject: Letter of Conditions for a Community Facilities Congressionally Directed
Spending Grant; Virginia City Fire Station #71

Dear Mr. Carmona:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for assistance under the Community Facilities (CF) Program. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development (RD) will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a RD grant not to exceed \$3,750,000. Funds for this project are provided by the Rural Housing Service (RHS) for the amount, recipient, purpose, and location specified in the applicable Appropriations Act.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by RD must be authorized by appropriate resolutions of the applicant's governing body. Both the Storey County Fire Protection District and Storey County will have to sign these forms. In addition, both Storey County Fire Protection District and Storey County will sign form RD 3570-3, Community Facilities Grant Agreement.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by RD.

Rural Development • Nevada State Office
2730 N. Deer Run Rd., Ste. 1 • Carson City, NV 89701
Voice (775) 887-1222 • Fax (855) 816-1209

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a. <u>Project Cost</u>		<u>Total</u>
Administrative and legal expenses		\$50,000
Land, structures, rights-of-way, appraisals, etc.		\$100,000
Relocation expenses and payments		\$5,000
Architectural and engineering fees		\$200,000
Other architectural and engineering fees		\$50,000
Project inspection fees		\$5,000
Site work		\$80,000
Demolition and removal		\$100,000
Construction		\$5,500,000
Equipment		\$30,000
Miscellaneous		\$30,000
Contingencies		\$100,000
TOTAL:		\$6,250,000
b. <u>Source of Funds</u>		
Applicant Injection (cost Share)		\$2,500,000
RD Grant		\$3,750,000
TOTAL:		\$6,250,000

The applicant understands and agrees that no project funds will be expended, or contracts issued for construction activities until all funds necessary for the successful construction and development of the project have been secured. The Agency will not disburse funds for construction or renovation activities until the applicant has secured all remaining project funds. Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—14) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than twelve (12) months for construction projects from the date of this letter. **In the event the project has not advanced to the point of construction within twelve (12) months, RD reserves the right to discontinue the processing of the application.**

This Letter of Conditions will require a written approval extending the Letter of Conditions offer after one year from the date of this letter.

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.
Sincerely,

Gustin Wegren
USDA Rural Development Community Programs Director

cc: Alida Ceballos – State Director, USDA RD Nevada – alida.ceballos@usda.gov
Jenny Taylor – CP Loan specialist, USDA RD Nevada – jenny.taylor@usda.gov
Sara Sturz – Grants Manager, Storey County – ssturz@storeycounty.org
Austin Osbourne, Storey County Manager – aosbourne@storeycounty.org

encl: The forms and/or documents listed below are attached to your copy of this letter.

- Form RD 400-1, “Equal Opportunity Agreement”
- Form RD 400-4, “Assurance Agreement”
- Form RD 1942-46, “Letter of Intent to Meet Conditions”
- Form RD 1940-1, “Request for Obligation of Funds”
- Form RD 3570-3, “Community Facilities Grant Agreement
- Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” which must be signed by your bank for verification.
- Form RD 442-20, “Right-of-way Easement”
- Form RD 442-21, “Right-of-way Certificate” (with map attached)
- Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Certifications Required for Obligation– RD has identified the following documents which must be executed prior to obligation:

- a. Form RD-400-1, “Equal Opportunity Agreement”
- b. Form RD 400-4, “Assurance Agreement”

2. **DISBURSEMENT OF FUNDS**

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$2,500,000. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed. The Agency will not disburse funds until all project funding sources have been secured. The applicant may request an exception if this requirement impedes the applicant’s ability to carryout the project specified in the applicable appropriations bill.
- b. The applicant’s contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. Evidence of this deposit will be required unless express written exception is approved by the Agency.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **SECURITY REQUIREMENTS**

- a. The applicant will be required to complete and execute Form RD 3570-3, “Community Facilities Grant Agreement” before grant funds are disbursed.
- b. Prior to any disbursement of funds, a Notice of Federal Interest must be recorded in the official real property records for the jurisdiction where the facility is or will be located. The applicant must provide evidence of the recording. Federal interest cannot be defeated by a grantee’s failure to file a Notice of Federal Interest. Both Storey County Fire Protection District and Storey County will sign the Notice of Federal Interest.
- c. The Notice of Federal Interest will remain recorded on the secured property after Storey County Fire Protection District acquires the property.
- d. The grantee understands that any property improved with Federal grant funds may have use and disposition conditions which apply to the property as

-
- provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
- e. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
 - f. In accordance with 2 CFR 200.330, the grantee understands that it must submit regular reports on the status of real property in which the Federal Government retains an interest. Reports shall be submitted annually for the first three years of the award and every five years thereafter on SF-429 Real Property Status Report, or similar format.

4. **INSURANCE AND BONDING REQUIREMENTS**

The applicant must provide evidence of adequate fidelity bond insurance by grant closing or start of construction, whichever occurs first. Adequate coverage, in accordance with RD's regulations, must then be maintained for the life of the grant. It is the responsibility of the applicant and not that of RD to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting architect, and/or insurance provider(s). Proof of the following is required:

- a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein.
- b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with state law.
- c. General liability and vehicular coverage must be maintained.

5. **CIVIL RIGHTS & EQUAL OPPORTUNITY**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).

-
- b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
 - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact OGC, as appropriate.
 - f. **Limited English Proficiency (LEP)** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

The applicant is subject to a post-grant closing civil rights compliance review by utilizing Form RD 400-8, "Compliance Review."

As a recipient of RD funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

“This institution is an equal opportunity provider and employer.”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the following information to the Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that “This institution is an equal opportunity provider and employer.”

6. PROCUREMENT

- a. All procurement transactions connected to this project, regardless of whether by negotiations or by sealed bids and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition in compliance with but not limited to 7 CFR 1942.18 (j)(2) and 2 CF 200.

7. WRITTEN AGREEMENTS FOR PROFESSIONAL SERVICES

- a. The bond counsel services agreement submitted by (Bond Counsel) is satisfactory to RD.
- b. The legal service agreement submitted by (Legal Representative) is satisfactory to RD.
- c. An Agreement for Architectural Services with (Architect) will have to be approved by RD.
- d. For Design/Build, or any other Alternative construction method, prior approval is required by the Agency.
- e. For Design/Build Projects/ and other Alternative Methods – Agreement for Project Manager Services require prior approval by RD.
- f. Proposal which may include management agreements will require the minimum requirements of 1942- A, Guide 24.

- 8. LAND AND RIGHTS-OF-WAY**—The applicant must present satisfactory evidence that they have obtained, or can obtain, any and all lands, rights-of-way, easements, permits and franchises which are required by the architectural plan. Acquisitions of

necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. The following forms may be used for these purposes:

- a. Form RD 442-20, "Right-of-Way Easement"
- b. Form RD 442-21, "Right-of-Way Certificate" (with map attached)
- c. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"

9. **PERMITS** —All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to RD prior to bidding. (For Design/Build Projects/Alternative Method - All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to RD prior to the start of the construction phase of the project.)

10. **ENVIRONMENTAL REVIEWS** — The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, RD applicants are required to notify RD and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

There is one mitigation measure: Regarding potentially contaminated soils, at least 4 weeks prior to breaking ground, Storey County must secure and abide by an NDEP-approved soil management plan (SMP), and sampling and analysis plan (SAP) under the supervision of a NV certified environmental manager (CEM). DOWL is currently working on a draft plan for NDEP review. Upon completion of construction, Storey County will forward its NDEP-documented compliance with the SMP and SAP to Rural Development.

11. ARCHITECTURAL AND CONSTRUCTION

- a. RD must approve any agreements or modifications to agreements for professional planning and design services. AIA Document "Standard Form of Agreement Between owner and Architect," may be used when appropriate or other Agency approved forms of agreement
- b. All construction will be completed under contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942.9, 1942.18, and any

-
- additional requirements of state law and the requirements of other County, State, or Federal agencies.
- c. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Agreement for Architectural Services
 - ii. Final Plans and Specifications for the project
 - iii. Draft/Construction Bid Documents, prior to Going Out to Bid
 - iv. Bid Award Information
 - v. Executed Contract Documents - Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency's Office of General Counsel for review and concurrence. All contracts will include RD Guides 18, Guide 19 and Guide 27.
 - d. Affirmative steps should be taken to assure that small, minority and/or women-owned businesses are utilized as source of supplies, equipment, construction, and services.
 - e. The Plans & Specifications must be reviewed and approved, when applicable, by any regulatory or other agencies that are required to review these documents.
 - f. A representative of RD will attend all pre-construction conferences in connection with this project. These conferences must be held prior to the Agency's concurrence to issue the Notice to Proceed to the contractors. The applicant's architect will conduct the conference and document the discussions and agreements. The conference will thoroughly cover applicable items included in Form RD 1924-16, Record of Preconstruction Conference, and the discussion and agreements will be documented. RD Form 1924-16, or acceptable alternative, will be utilized ensuring all RD requirements are included.
 - g. Any and all contracts for professional and technical services that the applicant enters into with third parties for the project, including but not limited to, owner's representative, legal, project management, inspection, management agreements, etc. must be reviewed and approved by the Agency and the Office of General Counsel. All contracts must comply with the contract provisions per 7 CFR 1942.18(n). If any contract does not meet the Agency's requirements, the contract will be amended to incorporate such requirements or the contract will not be accepted by the Agency.

For Design-Build Projects:

- a. The applicant is proposing a Design-Build procurement which must be approved by this Agency's National Office. The applicant will provide the required information needed to be submitted for concurrence to the Design-Build

procurement method. Please see the attached Design/Build Concurrence Checklist.

- b. The applicant must retain a qualified Construction Project Manager who is independent of the Contractor/Design-Build firm. Credentials of the candidate must be submitted to the Agency for evaluation and concurrence prior to executing an agreement.
- c. All development will be completed by contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942, Subpart A, and any additional requirements of the State's law and the requirements of other County, State, or Federal agencies.
- d. If approved for the Design-Build procurement method, the applicant's construction budget will be noted in the RFP documents to set parameters for a Guaranteed Maximum Price (GMP) agreement to be awarded through an open and free solicitation process. The GMP will be established no later than at the completion of the Design Development stage.
- e. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Preliminary Architectural Report
 - ii. Agreement for Architectural Services/Agreement for Project Manager Design-Build Procurement Method—Checklist Items
 - iii. Request for Qualifications (RFQ)
 - iv. RFQ Short List
 - v. Request For Proposals (RFP)
 - vi. Recommendation of Award
 - vii. Executed Contract Documents – Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency for review and concurrence. All contracts will include RD Guides 18, Guide 19 and Guide 27.
 - viii. Final Plans and Specifications for the project

12. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The recipient must comply with the provisions of the Build America, Buy America Act (the "Act"). Pub. L. No. 117-58, §§ 70901-52, enacted on November 15, 2021. The Act requires that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

-
- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project, even if only a portion of the project is funded by Federal funds. The requirement applies to each product, manufactured good, or construction material incorporated in the project.

12.1 Definitions (as applied in this condition only)

Construction Materials—include an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Domestic Content Procurement Preference—means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure—includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight

railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure also includes structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging stations. “Infrastructure” has a broad interpretation, and the definition provided is illustrative and not exhaustive.

Manufactured Product—Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Manufacturer’s Certification—Documentation provided by a manufacturer, certifying that the items provided by manufacturer meet the domestic preference requirements of the Act.

Project—means the construction, alteration, maintenance, or repair of infrastructure in the United States.

12.2 Compliance

The recipient must comply with the provisions of the Build America, Buy America Act (BABAA). Pub. L. No. 117-58, §§ 70901-52, enacted on November 15, 2021. By accepting these conditions, the recipient attests that they or their designee(s) will maintain documentation for BABAA provisions to indicate compliance.

Minimum records include certifications from manufacturers, the architect/engineers, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR)/ Resident Inspector (RI). Documentation must be available and reviewable upon request.

12.3 Evidence Standards

Manufacturers

For each item to which BABAA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer’s certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that

the item complies with BABAA. This document must be signed by an authorized company representative. The manufacturer may submit a letter on letterhead or provide other evidence acceptable to the Agency.

Architects and Engineers (A/E)

The need to comply with BABAA will be spelled out in agreements for A/E services, construction contracts, and procurement contracts. Generally, the A/E contract will include, as a basic service, obtaining and maintaining all BABAA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the recipient upon substantial completion of the project. The architect or engineer should certify in writing to the completeness and accuracy of the manufacturers' certifications.

Resident project representative (RPR) / Resident inspector (RI)

As part of their duties, RPR/RI will be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABAA. They will photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

The construction contract(s) will include a requirement to procure and install only items that comply with BABAA or are subject to a waiver approved by the Secretary of Agriculture or designee. The contractors are to provide manufacturers' certifications for all BABAA compliant items to the architect/engineer no later than with applications for payment. At substantial completion, the contractor will be required to certify that all items used on the contract complied with BABAA and that all manufacturers' certifications were provided to the architect/engineer.

12.4 Obtaining Waivers under the BABA Act

The Secretary of Agriculture or a designee may grant waivers to the procurement requirements under the following conditions:

- (1) *Nonavailability*. The Secretary of Agriculture or delegate determines that the iron, steel or relevant manufactured goods or construction materials are not produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality.

- (2) *Unreasonable cost.* The Secretary of Agriculture or delegate determines that the inclusion of domestic iron, steel, or relevant manufactured goods will increase the cost of the overall project by more than 25%.
- (3) *Inconsistent with public interest.* The Secretary of Agriculture or delegate determines that the application of these restrictions would be inconsistent with the public interest.

12.5 **BABAA Waivers for Rural Development**

A waiver of the domestic procurement requirement for a specific product in a specific infrastructure project may be obtained upon a satisfactory showing of evidence that the waiver is warranted by a recipient and a recommendation by the Agency. Waivers of the procurement requirement are granted by the Secretary of Agriculture or by a designee of the Secretary. The requirements are posted publicly at the USDA OCFO website: USDA Buy America Waivers for Federal Financial Assistance | USDA located at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

Before submitting a request for waiver, recipient should determine whether they qualify for agency-wide public interest waivers that have already been approved by USDA. One such public interest waiver is referred to as the “De Minimis, Small Grants, and Minor Components” waiver, which has three parts. De Minimis is intended to prevent restrictions on the procurement of materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000, from hindering the overall project. Small Grants exempts projects below the Federal Simplified Acquisition Threshold of \$250,000 (the grant section also applies to small loans and loan guarantees). The Minor Components provision of the waiver exempts miscellaneous components of iron and steel that make up no more than 5% of the total cost of an iron or steel product used in a project.

13. **ELECTRONIC FUNDS TRANSFER**—All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the RD processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the RD Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.
14. **SUSPENSION AND DEBARMENT SCREENING** – You will be asked to provide information on the principals of your organization. Agency staff must conduct

screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

a. Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or, occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION

1. **Disbursement of Grant Funds**—RD funds will be disbursed as they are needed in the amount(s) necessary to cover the RD proportionate share of obligation due and payable to the Grantee.
2. **Inspections**— A full-time resident inspector/project manager is required during construction unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting architect or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the architect and Agency. The inspection reports must be available to RD for review at any time. These reports must be kept at the project site or borrower's office, if nearby. At a minimum, Guide 11, Daily Inspection Report, will be completed and will include pictures, number and classification of personnel working on the site, equipment being used to perform work, accounts of substantive discussions, instructions given to the contractors, directions received, all significant or unusual happenings involving the work, and delays, and daily work accomplished in accordance with 1942 – A, 1942.18 (o)(4). A similar format may be approved by the Agency prior to the Pre-Construction conference.
3. **Monthly Reporting**— The applicant must monitor and provide a monthly report to RD on actual performance for each project financed, or to be financed, in whole or in part with RD funds. For construction projects include Forms RD 1924-18, “Partial Payment Estimate”; RD 1924-7, “Contract Change Order”; SF-271, “Outlay Report and Request for Reimbursement for Construction Programs”; and RD 1942-A, Guide 11 (or similar) Project Daily Inspection Reports.

4. Monthly Payment Applications

For construction projects, the pay application submitted to the Agency will include:

- a. The SF-271, “Outlay Report and Request for Reimbursement for Construction Programs” and will track all projects costs and sources of funds and will be signed by the owner.
- b. Form RD 1924-18, “Partial Payment Estimate” will be fully executed by all required parties (contractor, architect, and owner) before sending to the Agency. The contractor may supplement Form RD 1924-18, “Partial Payment Estimate” with the AIA G702 and G703 documents.
- c. All required supporting documentation, including but not limited to, invoices, proof of payment, conditional and unconditional lien releases, etc. must be

provided with the pay application. The complete pay application will be submitted to the Agency last, meaning after all applicable parties have reviewed and certified with their signature the payment application to be true and correct.

For non-construction projects, the pay application submitted to the Agency will include:

- a. The SF-270, "Request for Advance or Reimbursement" and will track all project costs and sources of funds and will be signed by the owner.
- b. All required backup to support the pay application request including but not limited to, invoices, proof of payment, etc. must be provided with the pay application.

A pay application may only request payment on a change order that has been approved by the Agency using Form RD 1924-7, "Contract Change Order" or other Agency approved format. Meaning all signatures, including the Agency's, must be on the form prior to the owner requesting reimbursement for that change order. If payment on a change order is prematurely requested, the entire pay application will be returned.

If interim financing is involved, the interim lender is required to review and approve all pay applications typically prior to the owner submitting the pay application to the Agency for approval.

5. **Final Inspection**—A final inspection will be made by RD on the component RD is financing before final payment is made.
6. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from RD.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **FINANCIAL STATEMENTS**—To be submitted on an annual basis in accordance with the following:

- a. 2 CFR Part 200, Subpart F establishes audit requirements that borrowers and grantees must follow. Borrowers and grantees who expend \$1,000,000 or more in Federal awards in their fiscal year, have CF loan balances totaling \$1,000,000 or more, or a combination of the two must submit an audit in accordance with 2 CFR 200, Subpart F.

Federal funds expended during a borrowers fiscal year: 2 CFR Part 200, Subpart F requires a borrower that expends \$1,000,000 or more in Federal awards in their fiscal year to submit a single or program-specific audit. A CF direct loan, guaranteed loan, and/or grant, or any combination thereof, are considered Federal awards.

Grantees: Grantees that expend \$1,000,000 or more in a year in Federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F except when the grantee elects to have a program specific audit conducted.

Prior loan and loan guarantees: 2 CFR Part 200, §200.502(b) establishes the basis for including loan and loan guarantees (loans) on the Schedule of Expenditures of Federal Awards (SEFA). The value of new loans made or received during the audit period plus the beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements must be reported on the SEFA. CF Program loans require its borrowers to meet continuing compliance requirements. Continuing compliance requirements that CF borrowers must meet include, but are not limited to, funding reserves, maintaining insurance, deposit funds in Federally insured banks, meet financial covenants, maintain sufficient debt service ratios, comply with civil rights requirements, and comply with additional requirements established as part of the loan approval process.

Borrowers and grantees must submit audits within nine months from the end of the borrower's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse.

- b. All borrowers exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish RD with annual financial statements, consisting of a verification of the organizations, balance sheet and statement of income and expenses.

Grantees exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the

fiscal year in which any grant funds were expended furnish RD with annual financial statements consisting of a verification of the organizations, balance sheet and statement of income and expenses.

The grantee may use Forms RD 442-2 “Statement of Budget, Income and Equity” and 442-3 “Balance Sheet”, or similar format to provide the financial information.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

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

Department: Public Works

Contact Number: 7758470958

- **Staff Summary:** Discussion of roads and highways throughout the county.
- **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: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of the Second reading for Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B Street, Virginia City, NV.
- **Recommended motion:** I (insert name) motion to approve the Second reading for Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B Street, Virginia City, NV.
- **Prepared by:** Erika Wall

Department: Sheriff

Contact Number: 775-847-0959

- **Staff Summary:** Second reading for Off-Sale/On-Sale Liquor License. Applicant is Lesley Anne Lutz, Crazy Calamities, 420 South B 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 Fire Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Fire Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.
- **Recommended motion:** I (fire commissioner) approve Fire Chairman Carmona to sign and approve the United States Department of Agriculture, Rural Development's (USDA-RD) letter of conditions and associated forms for the Fire Station 71 rebuild project.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** The letter of conditions and associated forms provided by the USDA-RD need to be approved and signed by the Commission in order for the USDA-RD to officially obligate the funds for this project. Chairman Carmona will need to sign in both capacities (County and Fire District) as there are continuing compliance obligations that the funding requires after the project is completed.
- **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

USDA
Form RD 400-4
(Rev. 3-97)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018

The _____
(name of recipient)

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Jay Carmona

Date

Attest: _____
Jim Hindle, County Clerk

Title

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
Storey County

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0201 and 0575-0189, which expire 3/31/2026. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information. All responses to this collection of information are voluntary. Any questions on this burden can be sent to ICRMTRRequests@usda.gov.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Jim Hindle, County Clerk

By _____
Jay Carmona, Storey County Commision Chair
Storey County Fire Protection District Chair

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 33-015-596790569		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Storey County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Nevada	
		5. COUNTY NAME Storey	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 894 (See FMI)	20. PURPOSE CODE 2	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT 3,750,000
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %
29. REPAYMENT TERMS			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
Jay Carmona, Storey County Commission Chair
(Signature of Applicant)

Date _____, 20 _____
Jay Carmona, Storey County Fire Protection
District Chairman
(Signature of Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



May 13, 2025

Storey County
Attn: Jay Carmona
Storey County Commission Chair
Storey County Fire Protection District Chair
PO Box 7
Virginia City, NV 89440

via email to: jcarmona@storeycounty.org

Subject: Letter of Conditions for a Community Facilities Congressionally Directed
Spending Grant; Virginia City Fire Station #71

Dear Mr. Carmona:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for assistance under the Community Facilities (CF) Program. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development (RD) will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a RD grant not to exceed \$3,750,000. Funds for this project are provided by the Rural Housing Service (RHS) for the amount, recipient, purpose, and location specified in the applicable Appropriations Act.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by RD must be authorized by appropriate resolutions of the applicant's governing body. Both the Storey County Fire Protection District and Storey County will have to sign these forms. In addition, both Storey County Fire Protection District and Storey County will sign form RD 3570-3, Community Facilities Grant Agreement.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by RD.

Rural Development • Nevada State Office
2730 N. Deer Run Rd., Ste. 1 • Carson City, NV 89701
Voice (775) 887-1222 • Fax (855) 816-1209

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a. <u>Project Cost</u>		<u>Total</u>
Administrative and legal expenses		\$50,000
Land, structures, rights-of-way, appraisals, etc.		\$100,000
Relocation expenses and payments		\$5,000
Architectural and engineering fees		\$200,000
Other architectural and engineering fees		\$50,000
Project inspection fees		\$5,000
Site work		\$80,000
Demolition and removal		\$100,000
Construction		\$5,500,000
Equipment		\$30,000
Miscellaneous		\$30,000
Contingencies		\$100,000
TOTAL:		\$6,250,000
b. <u>Source of Funds</u>		
Applicant Injection (cost Share)		\$2,500,000
RD Grant		\$3,750,000
TOTAL:		\$6,250,000

The applicant understands and agrees that no project funds will be expended, or contracts issued for construction activities until all funds necessary for the successful construction and development of the project have been secured. The Agency will not disburse funds for construction or renovation activities until the applicant has secured all remaining project funds. Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—14) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than twelve (12) months for construction projects from the date of this letter. **In the event the project has not advanced to the point of construction within twelve (12) months, RD reserves the right to discontinue the processing of the application.**

This Letter of Conditions will require a written approval extending the Letter of Conditions offer after one year from the date of this letter.

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.
Sincerely,

Gustin Wegren
USDA Rural Development Community Programs Director

cc: Alida Ceballos – State Director, USDA RD Nevada – alida.ceballos@usda.gov
Jenny Taylor – CP Loan specialist, USDA RD Nevada – jenny.taylor@usda.gov
Sara Sturz – Grants Manager, Storey County – ssturz@storeycounty.org
Austin Osbourne, Storey County Manager – aosbourne@storeycounty.org

encl: The forms and/or documents listed below are attached to your copy of this letter.

- Form RD 400-1, “Equal Opportunity Agreement”
- Form RD 400-4, “Assurance Agreement”
- Form RD 1942-46, “Letter of Intent to Meet Conditions”
- Form RD 1940-1, “Request for Obligation of Funds”
- Form RD 3570-3, “Community Facilities Grant Agreement
- Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” which must be signed by your bank for verification.
- Form RD 442-20, “Right-of-way Easement”
- Form RD 442-21, “Right-of-way Certificate” (with map attached)
- Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. Certifications Required for Obligation– RD has identified the following documents which must be executed prior to obligation:

- a. Form RD-400-1, “Equal Opportunity Agreement”
- b. Form RD 400-4, “Assurance Agreement”

2. **DISBURSEMENT OF FUNDS**

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$2,500,000. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed. The Agency will not disburse funds until all project funding sources have been secured. The applicant may request an exception if this requirement impedes the applicant’s ability to carryout the project specified in the applicable appropriations bill.
- b. The applicant’s contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. Evidence of this deposit will be required unless express written exception is approved by the Agency.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **SECURITY REQUIREMENTS**

- a. The applicant will be required to complete and execute Form RD 3570-3, “Community Facilities Grant Agreement” before grant funds are disbursed.
- b. Prior to any disbursement of funds, a Notice of Federal Interest must be recorded in the official real property records for the jurisdiction where the facility is or will be located. The applicant must provide evidence of the recording. Federal interest cannot be defeated by a grantee’s failure to file a Notice of Federal Interest. Both Storey County Fire Protection District and Storey County will sign the Notice of Federal Interest.
- c. The Notice of Federal Interest will remain recorded on the secured property after Storey County Fire Protection District acquires the property.
- d. The grantee understands that any property improved with Federal grant funds may have use and disposition conditions which apply to the property as

- provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
- e. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 as adopted by RD through 2 CFR part 400 in effect at this time and as may be subsequently modified.
 - f. In accordance with 2 CFR 200.330, the grantee understands that it must submit regular reports on the status of real property in which the Federal Government retains an interest. Reports shall be submitted annually for the first three years of the award and every five years thereafter on SF-429 Real Property Status Report, or similar format.

4. **INSURANCE AND BONDING REQUIREMENTS**

The applicant must provide evidence of adequate fidelity bond insurance by grant closing or start of construction, whichever occurs first. Adequate coverage, in accordance with RD's regulations, must then be maintained for the life of the grant. It is the responsibility of the applicant and not that of RD to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting architect, and/or insurance provider(s). Proof of the following is required:

- a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein.
- b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with state law.
- c. General liability and vehicular coverage must be maintained.

5. **CIVIL RIGHTS & EQUAL OPPORTUNITY**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).

-
- b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
 - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact OGC, as appropriate.
 - f. **Limited English Proficiency (LEP)** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

The applicant is subject to a post-grant closing civil rights compliance review by utilizing Form RD 400-8, "Compliance Review."

As a recipient of RD funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

“This institution is an equal opportunity provider and employer.”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the following information to the Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that “This institution is an equal opportunity provider and employer.”

6. PROCUREMENT

- a. All procurement transactions connected to this project, regardless of whether by negotiations or by sealed bids and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition in compliance with but not limited to 7 CFR 1942.18 (j)(2) and 2 CF 200.

7. WRITTEN AGREEMENTS FOR PROFESSIONAL SERVICES

- a. The bond counsel services agreement submitted by (Bond Counsel) is satisfactory to RD.
- b. The legal service agreement submitted by (Legal Representative) is satisfactory to RD.
- c. An Agreement for Architectural Services with (Architect) will have to be approved by RD.
- d. For Design/Build, or any other Alternative construction method, prior approval is required by the Agency.
- e. For Design/Build Projects/ and other Alternative Methods – Agreement for Project Manager Services require prior approval by RD.
- f. Proposal which may include management agreements will require the minimum requirements of 1942- A, Guide 24.

- 8. LAND AND RIGHTS-OF-WAY**—The applicant must present satisfactory evidence that they have obtained, or can obtain, any and all lands, rights-of-way, easements, permits and franchises which are required by the architectural plan. Acquisitions of

necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. The following forms may be used for these purposes:

- a. Form RD 442-20, "Right-of-Way Easement"
- b. Form RD 442-21, "Right-of-Way Certificate" (with map attached)
- c. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"

9. **PERMITS** —All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to RD prior to bidding. (For Design/Build Projects/Alternative Method - All permits involving Federal, State, and local agencies must be obtained and evidence thereof provided to RD prior to the start of the construction phase of the project.)

10. **ENVIRONMENTAL REVIEWS** — The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, RD applicants are required to notify RD and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

There is one mitigation measure: Regarding potentially contaminated soils, at least 4 weeks prior to breaking ground, Storey County must secure and abide by an NDEP-approved soil management plan (SMP), and sampling and analysis plan (SAP) under the supervision of a NV certified environmental manager (CEM). DOWL is currently working on a draft plan for NDEP review. Upon completion of construction, Storey County will forward its NDEP-documented compliance with the SMP and SAP to Rural Development.

11. ARCHITECTURAL AND CONSTRUCTION

- a. RD must approve any agreements or modifications to agreements for professional planning and design services. AIA Document "Standard Form of Agreement Between owner and Architect," may be used when appropriate or other Agency approved forms of agreement
- b. All construction will be completed under contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942.9, 1942.18, and any

-
- additional requirements of state law and the requirements of other County, State, or Federal agencies.
- c. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Agreement for Architectural Services
 - ii. Final Plans and Specifications for the project
 - iii. Draft/Construction Bid Documents, prior to Going Out to Bid
 - iv. Bid Award Information
 - v. Executed Contract Documents - Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency's Office of General Counsel for review and concurrence. All contracts will include RD Guides 18, Guide 19 and Guide 27.
 - d. Affirmative steps should be taken to assure that small, minority and/or women-owned businesses are utilized as source of supplies, equipment, construction, and services.
 - e. The Plans & Specifications must be reviewed and approved, when applicable, by any regulatory or other agencies that are required to review these documents.
 - f. A representative of RD will attend all pre-construction conferences in connection with this project. These conferences must be held prior to the Agency's concurrence to issue the Notice to Proceed to the contractors. The applicant's architect will conduct the conference and document the discussions and agreements. The conference will thoroughly cover applicable items included in Form RD 1924-16, Record of Preconstruction Conference, and the discussion and agreements will be documented. RD Form 1924-16, or acceptable alternative, will be utilized ensuring all RD requirements are included.
 - g. Any and all contracts for professional and technical services that the applicant enters into with third parties for the project, including but not limited to, owner's representative, legal, project management, inspection, management agreements, etc. must be reviewed and approved by the Agency and the Office of General Counsel. All contracts must comply with the contract provisions per 7 CFR 1942.18(n). If any contract does not meet the Agency's requirements, the contract will be amended to incorporate such requirements or the contract will not be accepted by the Agency.

For Design-Build Projects:

- a. The applicant is proposing a Design-Build procurement which must be approved by this Agency's National Office. The applicant will provide the required information needed to be submitted for concurrence to the Design-Build

procurement method. Please see the attached Design/Build Concurrence Checklist.

- b. The applicant must retain a qualified Construction Project Manager who is independent of the Contractor/Design-Build firm. Credentials of the candidate must be submitted to the Agency for evaluation and concurrence prior to executing an agreement.
- c. All development will be completed by contract. The planning, bidding, contracting, and construction must comply with 7 CFR 1942, Subpart A, and any additional requirements of the State's law and the requirements of other County, State, or Federal agencies.
- d. If approved for the Design-Build procurement method, the applicant's construction budget will be noted in the RFP documents to set parameters for a Guaranteed Maximum Price (GMP) agreement to be awarded through an open and free solicitation process. The GMP will be established no later than at the completion of the Design Development stage.
- e. The following must be reviewed and approved by RD in the sequence indicated:
 - i. Preliminary Architectural Report
 - ii. Agreement for Architectural Services/Agreement for Project Manager Design-Build Procurement Method—Checklist Items
 - iii. Request for Qualifications (RFQ)
 - iv. RFQ Short List
 - v. Request For Proposals (RFP)
 - vi. Recommendation of Award
 - vii. Executed Contract Documents – Contracts are required to be an AIA contract or RD Guide 17. Any other proposed contract will be required to be submitted to the Agency for review and concurrence. All contracts will include RD Guides 18, Guide 19 and Guide 27.
 - viii. Final Plans and Specifications for the project

12. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The recipient must comply with the provisions of the Build America, Buy America Act (the "Act"). Pub. L. No. 117-58, §§ 70901-52, enacted on November 15, 2021. The Act requires that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

-
- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project, even if only a portion of the project is funded by Federal funds. The requirement applies to each product, manufactured good, or construction material incorporated in the project.

12.1 Definitions (as applied in this condition only)

Construction Materials—include an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Domestic Content Procurement Preference—means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure—includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight

railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure also includes structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging stations. “Infrastructure” has a broad interpretation, and the definition provided is illustrative and not exhaustive.

Manufactured Product—Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Manufacturer’s Certification—Documentation provided by a manufacturer, certifying that the items provided by manufacturer meet the domestic preference requirements of the Act.

Project—means the construction, alteration, maintenance, or repair of infrastructure in the United States.

12.2 Compliance

The recipient must comply with the provisions of the Build America, Buy America Act (BABAA). Pub. L. No. 117-58, §§ 70901-52, enacted on November 15, 2021. By accepting these conditions, the recipient attests that they or their designee(s) will maintain documentation for BABAA provisions to indicate compliance.

Minimum records include certifications from manufacturers, the architect/engineers, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR)/ Resident Inspector (RI). Documentation must be available and reviewable upon request.

12.3 Evidence Standards

Manufacturers

For each item to which BABAA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer’s certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that

the item complies with BABAA. This document must be signed by an authorized company representative. The manufacturer may submit a letter on letterhead or provide other evidence acceptable to the Agency.

Architects and Engineers (A/E)

The need to comply with BABAA will be spelled out in agreements for A/E services, construction contracts, and procurement contracts. Generally, the A/E contract will include, as a basic service, obtaining and maintaining all BABAA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the recipient upon substantial completion of the project. The architect or engineer should certify in writing to the completeness and accuracy of the manufacturers' certifications.

Resident project representative (RPR) / Resident inspector (RI)

As part of their duties, RPR/RI will be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABAA. They will photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

The construction contract(s) will include a requirement to procure and install only items that comply with BABAA or are subject to a waiver approved by the Secretary of Agriculture or designee. The contractors are to provide manufacturers' certifications for all BABAA compliant items to the architect/engineer no later than with applications for payment. At substantial completion, the contractor will be required to certify that all items used on the contract complied with BABAA and that all manufacturers' certifications were provided to the architect/engineer.

12.4 Obtaining Waivers under the BABA Act

The Secretary of Agriculture or a designee may grant waivers to the procurement requirements under the following conditions:

- (1) *Nonavailability*. The Secretary of Agriculture or delegate determines that the iron, steel or relevant manufactured goods or construction materials are not produced or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality.

- (2) *Unreasonable cost.* The Secretary of Agriculture or delegate determines that the inclusion of domestic iron, steel, or relevant manufactured goods will increase the cost of the overall project by more than 25%.
- (3) *Inconsistent with public interest.* The Secretary of Agriculture or delegate determines that the application of these restrictions would be inconsistent with the public interest.

12.5 **BABAA Waivers for Rural Development**

A waiver of the domestic procurement requirement for a specific product in a specific infrastructure project may be obtained upon a satisfactory showing of evidence that the waiver is warranted by a recipient and a recommendation by the Agency. Waivers of the procurement requirement are granted by the Secretary of Agriculture or by a designee of the Secretary. The requirements are posted publicly at the USDA OCFO website: USDA Buy America Waivers for Federal Financial Assistance | USDA located at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

Before submitting a request for waiver, recipient should determine whether they qualify for agency-wide public interest waivers that have already been approved by USDA. One such public interest waiver is referred to as the “De Minimis, Small Grants, and Minor Components” waiver, which has three parts. De Minimis is intended to prevent restrictions on the procurement of materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000, from hindering the overall project. Small Grants exempts projects below the Federal Simplified Acquisition Threshold of \$250,000 (the grant section also applies to small loans and loan guarantees). The Minor Components provision of the waiver exempts miscellaneous components of iron and steel that make up no more than 5% of the total cost of an iron or steel product used in a project.

13. **ELECTRONIC FUNDS TRANSFER**—All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the RD processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the RD Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.
14. **SUSPENSION AND DEBARMENT SCREENING** – You will be asked to provide information on the principals of your organization. Agency staff must conduct

screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

a. Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or, occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION

1. **Disbursement of Grant Funds**—RD funds will be disbursed as they are needed in the amount(s) necessary to cover the RD proportionate share of obligation due and payable to the Grantee.
2. **Inspections**— A full-time resident inspector/project manager is required during construction unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting architect or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the architect and Agency. The inspection reports must be available to RD for review at any time. These reports must be kept at the project site or borrower's office, if nearby. At a minimum, Guide 11, Daily Inspection Report, will be completed and will include pictures, number and classification of personnel working on the site, equipment being used to perform work, accounts of substantive discussions, instructions given to the contractors, directions received, all significant or unusual happenings involving the work, and delays, and daily work accomplished in accordance with 1942 – A, 1942.18 (o)(4). A similar format may be approved by the Agency prior to the Pre-Construction conference.
3. **Monthly Reporting**— The applicant must monitor and provide a monthly report to RD on actual performance for each project financed, or to be financed, in whole or in part with RD funds. For construction projects include Forms RD 1924-18, “Partial Payment Estimate”; RD 1924-7, “Contract Change Order”; SF-271, “Outlay Report and Request for Reimbursement for Construction Programs”; and RD 1942-A, Guide 11 (or similar) Project Daily Inspection Reports.

4. Monthly Payment Applications

For construction projects, the pay application submitted to the Agency will include:

- a. The SF-271, “Outlay Report and Request for Reimbursement for Construction Programs” and will track all projects costs and sources of funds and will be signed by the owner.
- b. Form RD 1924-18, “Partial Payment Estimate” will be fully executed by all required parties (contractor, architect, and owner) before sending to the Agency. The contractor may supplement Form RD 1924-18, “Partial Payment Estimate” with the AIA G702 and G703 documents.
- c. All required supporting documentation, including but not limited to, invoices, proof of payment, conditional and unconditional lien releases, etc. must be

provided with the pay application. The complete pay application will be submitted to the Agency last, meaning after all applicable parties have reviewed and certified with their signature the payment application to be true and correct.

For non-construction projects, the pay application submitted to the Agency will include:

- a. The SF-270, “Request for Advance or Reimbursement” and will track all project costs and sources of funds and will be signed by the owner.
- b. All required backup to support the pay application request including but not limited to, invoices, proof of payment, etc. must be provided with the pay application.

A pay application may only request payment on a change order that has been approved by the Agency using Form RD 1924-7, “Contract Change Order” or other Agency approved format. Meaning all signatures, including the Agency’s, must be on the form prior to the owner requesting reimbursement for that change order. If payment on a change order is prematurely requested, the entire pay application will be returned.

If interim financing is involved, the interim lender is required to review and approve all pay applications typically prior to the owner submitting the pay application to the Agency for approval.

5. **Final Inspection**—A final inspection will be made by RD on the component RD is financing before final payment is made.
6. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from RD.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. FINANCIAL STATEMENTS—To be submitted on an annual basis in accordance with the following:

- a. 2 CFR Part 200, Subpart F establishes audit requirements that borrowers and grantees must follow. Borrowers and grantees who expend \$1,000,000 or more in Federal awards in their fiscal year, have CF loan balances totaling \$1,000,000 or more, or a combination of the two must submit an audit in accordance with 2 CFR 200, Subpart F.

Federal funds expended during a borrowers fiscal year: 2 CFR Part 200, Subpart F requires a borrower that expends \$1,000,000 or more in Federal awards in their fiscal year to submit a single or program-specific audit. A CF direct loan, guaranteed loan, and/or grant, or any combination thereof, are considered Federal awards.

Grantees: Grantees that expend \$1,000,000 or more in a year in Federal awards must have an audit conducted in accordance with 2 CFR Part 200, Subpart F except when the grantee elects to have a program specific audit conducted.

Prior loan and loan guarantees: 2 CFR Part 200, §200.502(b) establishes the basis for including loan and loan guarantees (loans) on the Schedule of Expenditures of Federal Awards (SEFA). The value of new loans made or received during the audit period plus the beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements must be reported on the SEFA. CF Program loans require its borrowers to meet continuing compliance requirements. Continuing compliance requirements that CF borrowers must meet include, but are not limited to, funding reserves, maintaining insurance, deposit funds in Federally insured banks, meet financial covenants, maintain sufficient debt service ratios, comply with civil rights requirements, and comply with additional requirements established as part of the loan approval process.

Borrowers and grantees must submit audits within nine months from the end of the borrower's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse.

- b. All borrowers exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish RD with annual financial statements, consisting of a verification of the organizations, balance sheet and statement of income and expenses.

Grantees exempt from the audit requirements cited in 1(a) above, and who do not otherwise have annual audits, will within 60 days following the end of the

fiscal year in which any grant funds were expended furnish RD with annual financial statements consisting of a verification of the organizations, balance sheet and statement of income and expenses.

The grantee may use Forms RD 442-2 “Statement of Budget, Income and Equity” and 442-3 “Balance Sheet”, or similar format to provide the financial information.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.

Request for Statement of Qualifications

Storey County Fire Station 75 Build out

300 Italy Dr. off USA Parkway

INTRODUCTION and OWNER INFORMATION

Storey County Fire Protection District is seeking Statements of Qualifications from design firms or teams for a design-bid-build project in Storey County. The objective of the request is to select a highly qualified team of full-service Architectural design expertise capable of producing documents and services for design, bidding and construction in accordance with public safety infrastructure standards. The "Scope of Work" will be proposed by the selected consultant team for review and consideration by Storey County Fire Protection District during the negotiation process. The final "Scope of Work" will be collaboratively developed and agreed upon by the selected Consultant and Storey County Fire Protection but at a minimum will include planning, design, drawing, detailing of a proposed build-out of the property located at 300 Italy Dr, cross street of USA Parkway into a fire station facility and bidding support. This is an existing shell building and available for a site visit prior to submittal upon request.

Project Owner: Storey County Fire Protection District

Funding Agency: This project is self-funded.

Project Location: 300 Italy Dr, McCarran, NV 89434

Storey County Fire Protection District will be accepting Statements of Qualifications for the above referenced project "Storey County Fire Station 75 Build-out", from consultants interested in providing Architectural and Engineering Consultant services for Station 75

OVERVIEW OF PROJECT

The purpose of this project is to finish construction of the facility to provide amenities and spaces to serve a growing fire service and changing demographics of fire service personnel. The project proposes to complete the construction of the building currently located on the property with the footprint of the existing 15,000 sqft. eight-bay structure. Existing columns on first floor need to be relocated and area fitted for storage of apparatus. The second floor areas will serve to house administrative offices and dormitories for on-duty personnel. The project estimated budget is approximately \$8,000,000 for construction. Selected firm will advise and work within the budgeted amount.

PROCUREMENT PROCESS

The Procurement will be in accordance with CFR Title 7, Subtitle B, Chapter XVIII, Subchapter H, Part 1942, Subpart A, Sec 1942.18 and all applicable federal, state, and local laws, and Owner policies and procedures. Consultants who assisted the Owner in the RFQ preparations may not propose or participate in this Request. Owner specifically waives this prohibition if the following apply:

The role of the Consultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Respondents or evaluation criteria, and; All documents and reports delivered to Owner by the Consultant are made available to all Respondents.

Documents provided by Consultant for this project are limited to existing architectural and engineering designs and shall be made available to all Respondents upon request.

Respondents are required to conduct the preparation of their SOQs with professional integrity and free from lobbying activities. Communication with the Owner regarding this Request shall be via email or regular mail and directed to the following Owner’s Representative: Scott Snelling, ssnelling@storeycounty.org P.O. Box 603, Virginia City NV 89440. Do not communicate about the Request or the Procurement with any other Owner employees, representatives, or consultants. Such communication may result in the Respondent being disqualified from submitting under this Request. Any verified allegation that a Respondent (or agent thereof) has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Respondents may be cause for Owner to disqualify the Respondent from submitting an SOQ and/or to discontinue any further consideration of such Respondent.

All costs associated with responses to this Request shall be the sole responsibility of the Respondents.

All documents or materials submitted pursuant to this Request shall become publicly available information unless specifically indicated by Respondent at the time of submittal as “Confidential”.

PROCEDURE

The date of publication of this Request for Qualifications is June 3rd, 2025. Statements must be received by no later than June 20th, 2025 at 3:00 PM local time. Statements received after this

date and time will not be accepted and will be returned to the sender. Statements must be clearly marked on the outside of a sealed envelope or in the subject line if submitted by email. Storey County Fire Protection District reserves the right to reject any Statement or to accept the Statement which is deemed to be in the best interest of the County. An Evaluation Committee will evaluate submitted statements, along with the firm's qualifications and experience with similar projects and select not more than two firms for further evaluation and possible solicitation of additional information. The Committee will then select a successful firm and will seek Storey County Fire Board of Commissioners' approval. Following that, staff will invite the selected firm to enter into negotiations with Storey County Fire Protection District to develop a detailed technical and business proposal plan with specified not-to-exceed costs.

Submitting firms will demonstrate the ability to fulfill the following tasks or provide the following deliverables.

1. Review and evaluation of existing preliminary architectural plans, provide specific critiques with alternative solutions (if any).
2. Collection and assimilation of requirements from stakeholders and relevant agencies with jurisdiction.
3. Demonstrate familiarity with codes that govern fire stations including IBC and NFPA.
4. Provide three (3) examples of similar projects to include new construction and expansion or renovation of existing facilities.
6. Demonstrate ability to deliver biddable construction documents to include drawings and specifications.
7. Demonstrate experience in and ability to provide support during construction including RFIs, submittal review, periodic inspection, punch list and closeout.
8. Provide any experience with federally funded projects and an understanding of compliance with federal funding agencies' reporting and contractual requirements.
9. Provide specific examples of cost saving measures that resulted in significant savings to the project budget.
10. Provide brief resumes of key personnel and their general availability for a project of this nature.

Submittals shall be limited to 15 total print pages.

All interested parties must be qualified to submit Statements and Proposals in accordance with Nevada Revised Statutes.

All hard copy submittals should be sent to:

‘Storey County Fire Station 75 RFQ’

Storey County Fire Protection District

Scott Snelling, Battalion Chief / Fire Marshal

P.O. Box 603

26 South B Street

Virginia City NV 89440

All electronic submittals should be sent to:

ssnelling@storeycounty.org

Subject Line: ‘Storey County Fire Station 75 RFQ’

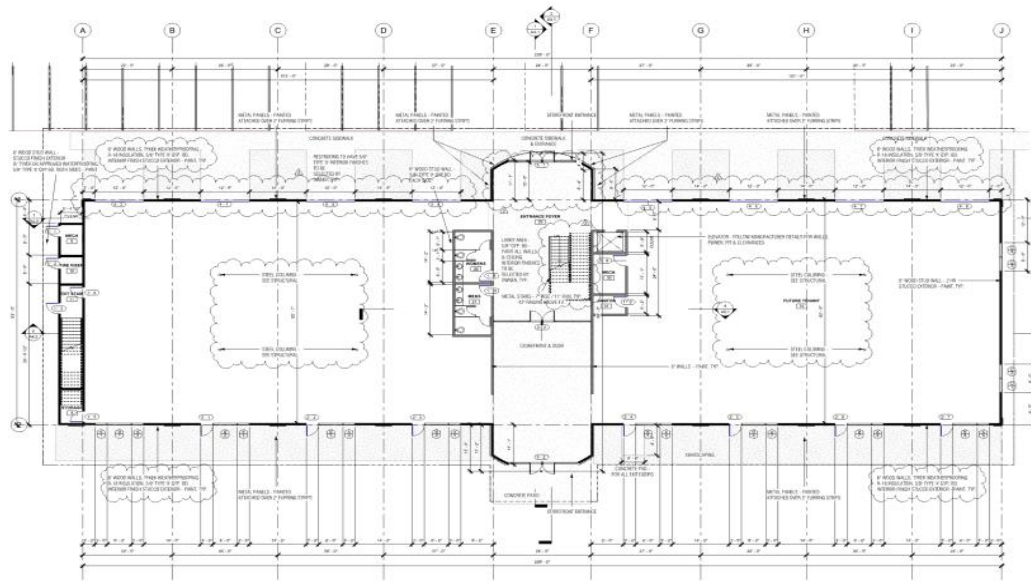
Scott Snelling

Battalion Chief / Fire Marshal

ssnelling@storeycounty.org

775-351-5936 Publication date: June 3rd, 2025

Exhibit A : existing shell building approx. 226’ X 63’ wood frame structure.





Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 6/3/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** Discussion/Possible approval to proceed with a Request for Statement of Qualifications for architectural and engineering services to develop design and associated construction documents for improvements to the newly acquired building located at 300 Italy Drive, future site of Fire Station 75.

2. **Recommended motion:** I (Fire Commissioner) move to approve the issuance of a Request for Statement of Qualifications for architectural and engineering services for the design and construction documentation associated with the development of Fire Station 75 at 300 Italy Drive.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** The Storey County Fire Protection District is requesting approval to issue a Request for Statement of Qualifications to engage qualified architectural and engineering firms for the preparation of design and construction documents for the future Fire Station 75, located at 300 Italy Drive.

This property was recently acquired by the District and is planned to be repurposed into a modern fire and EMS response facility to serve the rapidly growing Tahoe-Reno Industrial Center (TRIC). Issuing this RFQ is the first step in moving the project into the planning and design phase and will allow the District to evaluate and select a firm with experience in public safety facility design, code compliance, and construction documentation.

The District has allocated \$8 million in the upcoming FY 2025/2026 budget to fund this project. While this funding represents a strong starting point, more accurate cost estimates will be obtained once the design is complete and the project is formally put out to bid.

5. **Supporting materials:** See attached

6. **Fiscal impact:**

a. Funds Available: Yes

Fund: 280

__X__ Comptroller

7. **Legal review required:**

__ District Attorney

8. **Reviewed by:**

a. JL Department Head

Fire District

9. **Board action:**

- a. ☐ Approved
- b. ☐ Denied

Other agency review: ____

- ☐ Approved with Modifications
- ☐ Continued

Agenda Item No. ____



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 6/3/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** Discussion/Possible approval for the Fire Chief to pursue a donation from Switch Ltd. for a quint ladder truck not to exceed \$2.6 million and authorization to enter into an agreement for said donation.
2. **Recommended motion:** I (Fire Commissioner) move to authorize the Fire Chief to pursue a donation from Switch Ltd. for the purchase of a quint ladder truck in an amount not to exceed \$2.6 million, and to approve the Fire Chief entering into a formal agreement with Switch Ltd. to facilitate and finalize this donation.
3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** The Storey County Fire Protection District is requesting approval from the Board of Fire Commissioners to formally pursue and accept a donation from Switch Ltd. to fund the purchase of a new quint ladder truck. Switch, a private partner with substantial operations in Storey County, has offered to fully fund the acquisition of the apparatus in an amount not to exceed \$2,600,000.00.

An agreement between SCFPD and Switch will be drafted and must have legal review and approval prior to execution. The agreement will outline that SCFPD will retain full ownership and operational responsibility for the apparatus. Switch shall have no ongoing financial or operational obligations once the donation is complete. SCFPD will be responsible for identifying the appropriate unit, entering into a purchase agreement, and submitting all required documentation to Switch prior to payment. Payment for the truck shall be required at the time of arrival.

This apparatus will significantly enhance the Fire District's operational capacity and improve emergency response coverage throughout Storey County, particularly in areas with vertical access and industrial hazards.

5. **Supporting materials:**

6. **Fiscal impact:**

a. Funds Available: N/A Fund: N/A

___X___ Comptroller

7. **Legal review required:** _____

X_ District Attorney

8. **Reviewed by:**

a. JL Department Head

Fire District

Other agency review:

9. **Board action:**

a. ☐ Approved

☐

Approved with Modifications

b. ☐ Denied

☐

Continued

Agenda Item No.



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 6/3/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** Consideration and possible approval of Resolution No: 25-274, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, motor vehicle accidents, and negligent or criminal fires to include rates for a Rapid Extraction Module Support unit and updates to fuel costs.

2. **Recommended motion:** I (Fire Commissioner) move to approve Resolution No: 25-274, updating mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for incidents outside of Storey County, large-scale hazardous materials incidents, special operating, and negligent or criminal fires.

3. **Prepared by:** Jeremy Loncar

Fire District

Telephone: 847-0954

4. **Staff summary:** This request is to update our current apparatus and personnel rates for wildland fires and other emergency responses outside of Storey County to include a REMS unit and updates to personnel and fuel costs. It is also applicable to the mitigation of motor vehicle accidents, large hazardous materials incidents, motor vehicle accidents, and illegal fires. These rate updates have no financial effects on Storey County residents with the exception of negligent or criminal fires. These rates are updated annually or as needed and are separate from fees associated with our Ambulance and Prevention programs.

5. **Supporting materials:** See attached billing rate schedule.

6. **Fiscal impact:**

a. Funds Available: ____ Fund: 270 ____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

a. JL Department Head

b. Other agency review: ____

9. **Board action:**

a. ☐ Approved
b. ☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. _____



STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective June 20th, 2025

2025-2026 BILLING RATES

The billed rate will be at the actual cost and may differ from the rate quoted in this document. Rates will be updated annually, or as needed.

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Hourly Rate	Overtime
Fire Chief	\$ 178.53	N/A
Assistant Fire Chief	\$159.46	N/A
Battalion Chief	\$127.57	\$93.20
Fire Marshal (Battalion Chief)	\$142.70	\$104.34
Fuels Management Officer	\$153.83	\$99.87
Fire Captain (Wildland)	\$100.34	\$64.69
Engineer (Wildland)	\$79.72	\$49.21
Heavy Equipment Operator (Wildland)	\$90.85	\$58.54
Captain	\$96.94	\$70.13
Fire Fighter/Paramedic	\$81.39	\$58.59
Fire Fighter/AEMT	\$71.90	\$51.91
Mechanic	\$75.60	
Fire Inspector I	\$74.49	\$64.49
Fire Inspector II	\$82.22	\$73.05
6-Month Seasonal Firefighter	\$30.41	\$45.61
Volunteer Firefighter	AD Rate	

Support Staff	Hourly Rate	
Administrative Specialist/Office Manager	\$64.91	\$52.21
Administrative Assistant	\$50.35	\$37.91
EMS Coordinator / Medical Director	\$150.00	\$225.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$285/hour	Included in hourly
Type III Engine – Brush Engine	\$235/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$175/hour	Included in hourly
Type I Water Tender (Tactical)	\$205/hour	Included in hourly
Type II Water Tender (Support)	\$195 /hour	Included in hourly
Command Vehicle	\$150/day	.75 Per Mile
SUV/Utility (1/2 Ton and Smaller)	\$130/day	.75 Per Mile
Pickup (3/4 Ton and Above)	\$140/day	.75 Per Mile
Ladder Truck	\$290.00/hour	Included in hourly
Heavy Rescue	\$225.00/hour	Included in hourly
Air Truck	\$180.00/hour	Included in hourly
Fuel Truck	\$105.00/hour	Included in hourly
Hazmat Unit	\$280.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$100.00/hour	Included in hourly
Rapid Extraction Module Support (REMS) Type 1	\$350.00/hour	.75 Per Mile
Rapid Extraction Module Support (REMS) Type 3	\$250.00/hour	.75 Per Mile
Skid Steer (with bucket or masticator)	\$235.00/hour	Incident to pay for fuel costs or \$40 per hour additional
Excavator (with bucket or masticator)	\$265.00/hour	Incident to pay for fuel costs or \$50 per hour additional
Transport/Lowboy	\$110/hour \$210 Per Day Standby	\$2.50 per mile
Dozer Tender	\$115.00/hour	\$1.75 per mile
Type II Dozer	\$220/hour	Incident pays for fuel costs or \$60.00 per hour additional

Chip Truck W/Chipper	\$120/hour	Incident to pay for fuel costs or \$30 per hour additional
Ambulance	\$156/hour	Per-mile costs for Travel and Transport will be billed to the patient
Dump Trailer	\$90/day	No mileage charges
Special Event Staffing	\$1,000/day	Includes one unit with two personnel for up to 8 hours
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$235.00/day	Included in the daily cost

-Any request for a Dozer, Skid Steer, Excavator, or REMS will be considered assistance by hire immediately from the time of order.

-Each dozer and the excavator, will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operators and Transport drivers will be charged at their organizational rate.

-REMS Type 1 includes Rescue gear, a minimum of one (1) pickup, one (1) UTV with trailer, ALS equipment, and four (4) personnel with a minimum of one (1) paramedic.

REMS Type 3 includes Rescue gear, a minimum of one (1) pickup, one (1) UTV with trailer, ALS equipment, and two (2) personnel with a minimum of one (1) paramedic.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

-Additional equipment may be available to the incident upon request. Mutually agreed-upon costs shall be established prior to the delivery or usage of any equipment not specified within this document.

BILLING ADDRESS

Storey County Fire Protection District
145 North "C" Street
P.O. Box 603
Virginia City, NV 89440

SAM UNIQUE ENTITY ID

JTMLZKZRPW28

CAGE-3XQG7

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # 86-1623947

CONTACT INFORMATION**Storey County Fire District Staff:**

Jeremy Loncar, Fire Chief
Jim Morgan, Asst. Fire Chief
Chris Barton, Fuels Management Officer
Tiffany Pieretti, Office Manager

Mobile	Office
(775) 399-1746	(775) 847-0954
(775) 720-9592	(775) 847-0954
(775) 230-0299	(775) 847-0954
	(775) 847-0954

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300
Storey County Communications Center (Dispatch)	(775) 847-0950



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 6/3/2025

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title:** DISCUSSION/POSSIBLE ACTION: Resolution No. 25-275 a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 474.470 for appointed Storey County Fire Protection District officials for the 2025-26 fiscal year and superseding prior year action by resolution for appointed Storey County Fire District employees with grade adjustments for cost of living increases, step percentage reduction, and addition of a Fleet Manager / Mechanics Position.
2. **Recommended motion:** I (Fire Commissioner) move to approve Resolution No. 25-275, a resolution setting the grade and salary ranges for appointed Storey County Fire Protection District officials for Fiscal Year 2025–2026, as required by NRS 474.470. This resolution supersedes all prior resolutions addressing appointed employee compensation and includes grade adjustments to reflect cost-of-living increases, a reduction in the step percentage structure, and the addition of a Fleet Manager/Mechanic position.

3. Prepared by: Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** Pursuant to NRS 474.470, the Storey County Fire Protection District Board of Fire Commissioners has the authority to establish the salaries of all appointed officers and employees by ordinance or resolution. The proposed Resolution No. 25-275 fulfills this statutory requirement and aligns with the Board-approved budget for the Fiscal Year 2025–2026.

The updated pay schedule incorporates a 1% increase to reflect the net effect of the negotiated Cost of Living Adjustment (COLA), offset by the mandatory Public Employees' Retirement System (PERS) rate increase. Additionally, the step progression structure has been modified—reducing the percentage between steps from 5.26% to approximately 4.36%. This change supports the District's long-term compensation goal of establishing a uniform 3.5% step structure across all represented and non-represented positions by Fiscal Year 2026–2027.

The resolution also adds a Fleet Manager/Mechanic position to the salary schedule. This role is consistent with regional wage practices for comparable positions and reflects the District's commitment to enhancing in-house fleet maintenance capabilities.

5. Supporting materials: Proposed Resolution No.25-275 with attachment A

6. Fiscal impact:

Funds Available:

Fund: 250

_____ Comptroller

7. Legal review required:

_____ District Attorney

8. Reviewed by:

_____ JL _____ Department Head

Department Name: Fire District

_____ County Manager

Other agency review: Human Resources

9. Board action:

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

RESOLUTION NO. 25-275

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 474.470 FOR APPOINTED OFFICIALS.

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

WHEREAS, for the purposes of NRS 474.470, the Storey County Board of Fire Commissioners has the authority to establish the salaries of all appointed and non-represented Fire District employees by the enactment of a resolution or other action.

WHEREAS, the salaries of all Fire District appointed officials and non-represented employees, except certain Fire District employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule (Attachment A).

WHEREAS, the General Salary Schedule (Attachment A) will be consistent with the SCFFA salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency.

WHEREAS, the grade range of appointed Fire District officials and non-represented employees shall be as follows:

Fire Chief	Grade 161
Assistant Fire Chief	Grade 158
Battalion Chief	Grade 148
Battalion Chief (Fire Marshal)	Grade 148
Administrative Specialist/Office Manager	Grade 122
Administrative Assistant III	Grade 119
Administrative Assistant II	Grade 116
IPT Administrative Assistant II	Grade 116
Administrative Assistant I	Grade 110
Seasonal Wildland Firefighter	Grade 108
Battalion Chief (Fuels Management Officer)	Grade 148
<u>Fleet Manager/Mechanic</u>	<u>Grade 132</u>

WHEREAS, if there is a PERS increase, said increase will be shared equally between the District and the employee in accordance with NRS 286.421 (3) (a) (1).

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS, by unanimous vote, to adopt Resolution

25-275 providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1, day of July 2025.

PROPOSED AND ADOPTED this 3rd, day of June 2025

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
BOARD OF FIRE COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE FIRE BOARD



(ATTACHMENT A)
STOREY COUNTY FIRE PROTECTION DISTRICT
 GENERAL SALARY SCHEDULE
 Step and Grade (Appointed and Non-Represented)
 2024/2025

	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	1	2	3	4	5	6
97	29,947	31,522	33,180	34,926	36,763	38,696
98	30,711	32,327	34,027	35,817	37,701	39,684
99	31,499	33,156	34,900	36,736	38,668	40,702
100	32,311	34,011	35,800	37,683	39,665	41,751
101	33,147	34,891	36,726	38,658	40,691	42,831
102	34,007	35,796	37,678	39,660	41,746	43,942
103	34,890	36,726	38,657	40,691	42,831	45,084
104	35,774	37,656	39,636	41,721	43,916	46,226
105	36,681	38,611	40,642	42,780	45,030	47,398
106	37,613	39,591	41,674	43,866	46,173	48,602
107	38,568	40,597	42,732	44,980	47,346	49,836
108	39,547	41,627	43,817	46,122	48,548	51,101
109	40,574	42,708	44,955	47,319	49,808	52,428
110	41,627	43,816	46,121	48,547	51,101	53,789
111	42,668	44,912	47,274	49,761	52,378	55,133
112	43,734	46,035	48,456	51,005	53,688	56,512
113	44,828	47,186	49,668	52,280	55,030	57,925
114	45,948	48,365	50,909	53,587	56,406	59,373
115	47,097	49,574	52,182	54,927	57,816	60,857
116	48,274	50,814	53,487	56,300	59,261	62,378
117	49,481	52,084	54,824	57,707	60,743	63,938
118	50,718	53,386	56,194	59,150	62,261	65,536
119	51,986	54,721	57,599	60,629	63,818	67,175
120	53,286	56,089	59,039	62,145	65,413	68,854
121	54,618	57,491	60,515	63,698	67,049	70,575
122	55,984	58,928	62,028	65,291	68,725	72,340
123	57,383	60,402	63,579	66,923	70,443	74,148
124	58,818	61,912	65,168	68,596	72,204	76,002
125	60,288	63,459	66,797	70,311	74,009	77,902
126	61,795	65,046	68,467	72,069	75,859	79,850
127	63,340	66,672	70,179	73,870	77,756	81,846
128	64,924	68,339	71,933	75,717	79,700	83,892
129	66,547	70,047	73,732	77,610	81,692	85,989
130	68,211	71,798	75,575	79,550	83,735	88,139
131	69,916	73,593	77,464	81,539	85,828	90,343
132	71,664	75,433	79,401	83,578	87,974	92,601
133	73,455	77,319	81,386	85,667	90,173	94,916
134	75,292	79,252	83,421	87,809	92,427	97,289
135	77,174	81,233	85,506	90,004	94,738	99,721
136	79,103	83,264	87,644	92,254	97,106	102,214
137	81,081	85,346	89,835	94,560	99,534	104,770

138	83,108	87,479	92,081	96,924	102,023	107,389
139	85,186	89,666	94,383	99,347	104,573	110,074
140	87,315	91,908	96,742	101,831	107,187	112,825
141	89,498	94,206	99,161	104,377	109,867	115,646
142	91,736	96,561	101,640	106,986	112,614	118,537
143	94,029	98,975	104,181	109,661	115,429	121,501
144	96,380	101,449	106,786	112,402	118,315	124,538
145	98,789	103,986	109,455	115,213	121,273	127,652
146	101,259	106,585	112,192	118,093	124,305	130,843
147	103,790	109,250	114,996	121,045	127,412	134,114
148	106,385	111,981	117,871	124,071	130,597	137,467
149	109,045	114,781	120,818	127,173	133,862	140,904
150	111,771	117,650	123,838	130,352	137,209	144,426
151	114,565	120,591	126,934	133,611	140,639	148,037
152	117,429	123,606	130,108	136,951	144,155	151,738
153	120,365	126,696	133,361	140,375	147,759	155,531
154	123,374	129,864	136,695	143,885	151,453	159,419
155	126,459	133,110	140,112	147,482	155,239	163,405
156	129,620	136,438	143,615	151,169	159,120	167,490
157	132,861	139,849	147,205	154,948	163,098	171,677
158	136,182	143,345	150,885	158,822	167,176	175,969
159	139,587	146,929	154,657	162,792	171,355	180,368
160	143,076	150,602	158,524	166,862	175,639	184,878
161	146,653	154,367	162,487	171,034	180,030	189,500
162	150,320	158,226	166,549	175,309	184,531	194,237
163	154,077	162,182	170,713	179,692	189,144	199,093
164	157,929	166,237	174,981	184,185	193,873	204,070
165	161,878	170,392	179,355	188,789	198,719	209,172

STEP
7
40,732
41,771
42,843
43,947
45,084
46,254
47,455
48,657
49,892
51,158
52,458
53,789
55,186
56,618
58,033
59,484
60,971
62,496
64,058
65,660
67,301
68,984
70,708
72,476
74,288
76,145
78,049
80,000
82,000
84,050
86,151
88,305
90,512
92,775
95,095
97,472
99,909
102,406
104,967
107,591
110,281

113,038
115,863
118,760
121,729
124,772
127,892
131,089
134,366
137,725
141,168
144,698
148,315
152,023
155,824
159,719
163,712
167,805
172,000
176,300
180,708
185,225
189,856
194,602
199,467
204,454
209,565
214,804
220,175



(ATTACHMENT A)
STOREY COUNTY FIRE PROTECTION DISTRICT
GENERAL SALARY SCHEDULE 1% ADJUSTMENT
Step and Grade (Appointed and Non-Represented)
2025/2026

	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	1	2	3	4	5	6
97	\$ 31,837	\$ 33,227	\$ 34,677	\$ 36,191	\$ 37,771	\$ 39,419
98	\$ 32,650	\$ 34,075	\$ 35,562	\$ 37,115	\$ 38,735	\$ 40,426
99	\$ 33,488	\$ 34,949	\$ 36,475	\$ 38,067	\$ 39,729	\$ 41,463
100	\$ 34,351	\$ 35,850	\$ 37,415	\$ 39,048	\$ 40,753	\$ 42,532
101	\$ 35,240	\$ 36,778	\$ 38,383	\$ 40,058	\$ 41,807	\$ 43,632
102	\$ 36,154	\$ 37,732	\$ 39,379	\$ 41,097	\$ 42,891	\$ 44,764
103	\$ 37,093	\$ 38,712	\$ 40,402	\$ 42,165	\$ 44,006	\$ 45,927
104	\$ 38,032	\$ 39,692	\$ 41,425	\$ 43,233	\$ 45,120	\$ 47,090
105	\$ 38,997	\$ 40,699	\$ 42,476	\$ 44,330	\$ 46,265	\$ 48,284
106	\$ 39,987	\$ 41,733	\$ 43,554	\$ 45,455	\$ 47,440	\$ 49,510
107	\$ 41,003	\$ 42,793	\$ 44,660	\$ 46,610	\$ 48,644	\$ 50,768
108	\$ 42,044	\$ 43,879	\$ 45,794	\$ 47,793	\$ 49,879	\$ 52,057
109	\$ 43,135	\$ 45,018	\$ 46,983	\$ 49,034	\$ 51,174	\$ 53,408
110	\$ 44,255	\$ 46,186	\$ 48,202	\$ 50,306	\$ 52,502	\$ 54,794
111	\$ 45,361	\$ 47,341	\$ 49,407	\$ 51,564	\$ 53,815	\$ 56,164
112	\$ 46,495	\$ 48,525	\$ 50,643	\$ 52,853	\$ 55,160	\$ 57,568
113	\$ 47,657	\$ 49,738	\$ 51,909	\$ 54,175	\$ 56,539	\$ 59,007
114	\$ 48,849	\$ 50,981	\$ 53,206	\$ 55,529	\$ 57,953	\$ 60,482
115	\$ 50,070	\$ 52,256	\$ 54,537	\$ 56,917	\$ 59,402	\$ 61,994
116	\$ 51,322	\$ 53,562	\$ 55,900	\$ 58,340	\$ 60,887	\$ 63,544
117	\$ 52,605	\$ 54,901	\$ 57,298	\$ 59,799	\$ 62,409	\$ 65,133
118	\$ 53,920	\$ 56,274	\$ 58,730	\$ 61,294	\$ 63,969	\$ 66,761
119	\$ 55,267	\$ 57,679	\$ 60,197	\$ 62,825	\$ 65,567	\$ 68,429
120	\$ 56,650	\$ 59,122	\$ 61,703	\$ 64,397	\$ 67,207	\$ 70,141
121	\$ 58,066	\$ 60,601	\$ 63,246	\$ 66,006	\$ 68,888	\$ 71,895
122	\$ 59,518	\$ 62,116	\$ 64,827	\$ 67,657	\$ 70,610	\$ 73,692
123	\$ 61,006	\$ 63,668	\$ 66,448	\$ 69,348	\$ 72,375	\$ 75,534
124	\$ 62,531	\$ 65,260	\$ 68,109	\$ 71,082	\$ 74,184	\$ 77,423
125	\$ 64,094	\$ 66,892	\$ 69,811	\$ 72,859	\$ 76,039	\$ 79,358
126	\$ 65,696	\$ 68,564	\$ 71,557	\$ 74,680	\$ 77,940	\$ 81,342
127	\$ 67,339	\$ 70,278	\$ 73,346	\$ 76,547	\$ 79,888	\$ 83,376
128	\$ 69,022	\$ 72,035	\$ 75,179	\$ 78,461	\$ 81,886	\$ 85,460
129	\$ 70,748	\$ 73,836	\$ 77,059	\$ 80,422	\$ 83,933	\$ 87,597
130	\$ 72,516	\$ 75,682	\$ 78,985	\$ 82,433	\$ 86,031	\$ 89,786
131	\$ 74,329	\$ 77,574	\$ 80,960	\$ 84,494	\$ 88,182	\$ 92,031
132	\$ 76,188	\$ 79,513	\$ 82,984	\$ 86,606	\$ 90,387	\$ 94,332
133	\$ 78,092	\$ 81,501	\$ 85,058	\$ 88,771	\$ 92,646	\$ 96,690
134	\$ 80,045	\$ 83,538	\$ 87,185	\$ 90,991	\$ 94,962	\$ 99,107
135	\$ 82,046	\$ 85,627	\$ 89,365	\$ 93,265	\$ 97,336	\$ 101,585

136	\$ 84,097	\$ 87,768	\$ 91,599	\$ 95,597	\$ 99,770	\$ 104,125
137	\$ 86,199	\$ 89,962	\$ 93,889	\$ 97,987	\$ 102,264	\$ 106,728
138	\$ 88,354	\$ 92,211	\$ 96,236	\$ 100,437	\$ 104,821	\$ 109,396
139	\$ 90,563	\$ 94,516	\$ 98,642	\$ 102,947	\$ 107,441	\$ 112,131
140	\$ 92,827	\$ 96,879	\$ 101,108	\$ 105,521	\$ 110,127	\$ 114,934
141	\$ 95,148	\$ 99,301	\$ 103,636	\$ 108,159	\$ 112,880	\$ 117,808
142	\$ 97,527	\$ 101,784	\$ 106,226	\$ 110,863	\$ 115,702	\$ 120,753
143	\$ 99,965	\$ 104,328	\$ 108,882	\$ 113,635	\$ 118,595	\$ 123,772
144	\$ 102,464	\$ 106,936	\$ 111,604	\$ 116,476	\$ 121,560	\$ 126,866
145	\$ 105,025	\$ 109,610	\$ 114,394	\$ 119,388	\$ 124,599	\$ 130,038
146	\$ 107,651	\$ 112,350	\$ 117,254	\$ 122,372	\$ 127,714	\$ 133,288
147	\$ 110,342	\$ 115,159	\$ 120,185	\$ 125,432	\$ 130,907	\$ 136,621
148	\$ 113,101	\$ 118,038	\$ 123,190	\$ 128,567	\$ 134,179	\$ 140,036
149	\$ 115,928	\$ 120,989	\$ 126,270	\$ 131,782	\$ 137,534	\$ 143,537
150	\$ 118,827	\$ 124,013	\$ 129,427	\$ 135,076	\$ 140,972	\$ 147,126
151	\$ 121,797	\$ 127,114	\$ 132,662	\$ 138,453	\$ 144,496	\$ 150,804
152	\$ 124,842	\$ 130,292	\$ 135,979	\$ 141,914	\$ 148,109	\$ 154,574
153	\$ 127,963	\$ 133,549	\$ 139,378	\$ 145,462	\$ 151,812	\$ 158,438
154	\$ 131,162	\$ 136,888	\$ 142,863	\$ 149,099	\$ 155,607	\$ 162,399
155	\$ 134,441	\$ 140,310	\$ 146,434	\$ 152,826	\$ 159,497	\$ 166,459
156	\$ 137,802	\$ 143,818	\$ 150,095	\$ 156,647	\$ 163,484	\$ 170,621
157	\$ 141,247	\$ 147,413	\$ 153,848	\$ 160,563	\$ 167,572	\$ 174,886
158	\$ 144,779	\$ 151,098	\$ 157,694	\$ 164,577	\$ 171,761	\$ 179,258
159	\$ 148,398	\$ 154,876	\$ 161,636	\$ 168,691	\$ 176,055	\$ 183,740
160	\$ 152,108	\$ 158,748	\$ 165,677	\$ 172,909	\$ 180,456	\$ 188,333
161	\$ 155,911	\$ 162,716	\$ 169,819	\$ 177,231	\$ 184,968	\$ 193,041
162	\$ 159,809	\$ 166,784	\$ 174,064	\$ 181,662	\$ 189,592	\$ 197,867
163	\$ 163,804	\$ 170,954	\$ 178,416	\$ 186,204	\$ 194,332	\$ 202,814
164	\$ 167,899	\$ 175,228	\$ 182,876	\$ 190,859	\$ 199,190	\$ 207,885
165	\$ 172,096	\$ 179,608	\$ 187,448	\$ 195,630	\$ 204,170	\$ 213,082

STEP
7
\$ 41,140
\$ 42,190
\$ 43,273
\$ 44,388
\$ 45,536
\$ 46,718
\$ 47,931
\$ 49,145
\$ 50,392
\$ 51,671
\$ 52,984
\$ 54,329
\$ 55,740
\$ 57,186
\$ 58,615
\$ 60,081
\$ 61,583
\$ 63,122
\$ 64,700
\$ 66,318
\$ 67,976
\$ 69,675
\$ 71,416
\$ 73,203
\$ 75,033
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\$ 78,831
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\$ 82,822
\$ 84,893
\$ 87,015
\$ 89,190
\$ 91,420
\$ 93,706
\$ 96,048
\$ 98,449
\$ 100,911
\$ 103,433
\$ 106,019

\$	108,670
\$	111,387
\$	114,171
\$	117,025
\$	119,951
\$	122,950
\$	126,024
\$	129,174
\$	132,404
\$	135,714
\$	139,107
\$	142,584
\$	146,149
\$	149,803
\$	153,548
\$	157,386
\$	161,321
\$	165,354
\$	169,488
\$	173,725
\$	178,068
\$	182,520
\$	187,083
\$	191,760
\$	196,554
\$	201,468
\$	206,504
\$	211,667
\$	216,959
\$	222,383



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 25 – 767 granting the Veterans of Foreign Wars, Evans-Kendall Post 8071, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for fiscal year 2025-2026 for the purpose of providing services to Veterans and the Storey County community.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25 – 767 granting the Veterans of Foreign Wars, Evans-Kendall Post 8071, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for fiscal year 2025-2026 for the purpose of providing services to Veterans and the Storey County community.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. The VFW is requesting \$10,000 to support operating expenses, fundraising efforts, and VFW programming.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**
____ Department Head
____ County Manager
- **Board Action:**

Department Name:

Other Agency Review: _____

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

RESOLUTION NO. 25 - 767

RESOLUTION Authorizing Grant of Money to VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, a 501(c)(19) nonprofit, for the purpose of providing services to Veterans and the Storey County community.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, is a Nevada domestic non-profit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, desires to obtain a grant from Storey County in the amount of TEN THOUSAND DOLLARS (\$10,000.00) for the purpose of providing services to Veterans and the Storey County community; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, a 501(c)(19) nonprofit, a sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) for the specific purpose of providing services to Veterans and the Storey County community.

ADOPTED this 3rd day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 25 - 768 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for fiscal year 2025-2026 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building, and for promoting the history of the Comstock and Storey County.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25 – 768 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for fiscal year 2025-2026 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building, and for promoting the history of the Comstock and Storey County.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. The Fourth Ward School Museum is requesting \$120,000 to support minor building maintenance, IT maintenance and software expenses, utility expenses, and payroll expenses.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 25 - 768

RESOLUTION Authorizing Grant of Money to the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization qualifies as an organization for educational purposes if the sole or primary purpose of the organization is to (1) provide athletic, cultural or social activities for children, (2) provide displays or performances of the visual or performing arts to members of the general public, or (3) provide instruction and disseminate information on subjects beneficial to the community; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes or for educational purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;

- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION is a Nevada domestic nonprofit corporation operating in the State of Nevada which qualifies as a charitable and/or educational organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) for the purpose of preserving the Fourth Ward School Building, a county owned building, and for promoting the history of the Comstock and Storey County; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION does provide cultural or social activities for children, does provide displays of visual arts to members of the general public and does provide instruction and information on subjects beneficial to the community, and

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, a sum not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to be expended for the specific purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.


ADOPTED this **3rd** day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/3/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 25 - 769 granting St. Mary's Art Center, a 501(c)(3) nonprofit, a sum not to exceed \$101,010.00 for fiscal year 2025-2026 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25 - 769 granting St. Mary's Art Center Inc., a 501(c)(3) nonprofit, a sum not to exceed \$101,010.00 for fiscal year 2025-2026 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. St. Mary's Art Center is requesting \$101,010 to support operating and facility costs, staff compensation, and programing support.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 25 - 769

RESOLUTION Authorizing Grant of Money to ST. MARY'S ART CENTER, a 501(c)(3) nonprofit, for the purpose of preserving St. Mary's Art Center, a county owned building, and supporting arts and culture through education and cultural offerings.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, ST. MARY’S ART CENTER is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, ST. MARY’S ART CENTER, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of ONE HUNDRED AND ONE THOUSAND AND TEN DOLLARS (\$101,010.00) for the purpose of preserving St. Mary’s Art Center, a county owned building, and supporting arts and culture through education and cultural offerings; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to ST. MARY’S ART CENTER, a 501(c)(3) nonprofit, a sum not to exceed ONE HUNDRED AND ONE THOUSAND AND TEN DOLLARS (\$101,010.00) for the specific purposes of preserving St. Mary’s Art Center and supporting arts and culture through education and cultural offerings.


ADOPTED this 3rd day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/3/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 25 – 770 granting the 109 Comstock Ladies, a 501(c)(3) nonprofit, a sum not to exceed \$6,000.00 for fiscal year 2025-2026 for the purpose of preserving heritage and community through specific programs that support the children of the Storey County.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25 – 770 granting the 109 Comstock Ladies, a 501(c)(3) nonprofit, a sum not to exceed \$6,000.00 for fiscal year 2025-2026 for the purpose of preserving heritage and community through specific programs that support the children of the Storey County.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. The 109 Comstock Ladies requested \$6,000 to help support their Annual Cowboy BBQ fundraiser rental costs and their marketing and operating expenses.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

_____ County Manager

Department Name:

Other Agency Review: _____
- **Board Action:**

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

RESOLUTION NO. 25 - 770

RESOLUTION Authorizing Grant of Money to the 109 COMSTOCK LADIES, a 501(c)(3) nonprofit, for the purpose of preserving heritage and community through specific programs that support the children of Storey County.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the 109 COMSTOCK LADIES are a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, 109 COMSTOCK LADIES, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of SIX THOUSAND DOLLARS (\$6,000.00) for the purpose of preserving heritage and community through specific programs that support the children of Storey County.

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the 109 COMSTOCK LADIES, a 501(c)(3) nonprofit, a sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) for the purpose of preserving heritage and community through specific programs that support the children of Storey County.


ADOPTED this **3rd** day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/3/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 25 - 771, granting the Community Chest, Inc., a 501(c)(3) nonprofit, the sum of \$435,767.00 for fiscal year 2025-2026 for the specific purpose of funding health and human services and educational programs.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25- 771, granting the Community Chest, Inc., a 501(c)(3), nonprofit the sum of \$435,767.00 for fiscal year 2025-2026 for the specific purpose of funding health and human services and educational programs.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. Community Chest Inc. is requesting \$335,767 to help support the library, health nurse, and community center. They are requesting an additional \$100,000 for early childhood education support of Storey County families.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 25 - 771

RESOLUTION Authorizing Grant of Money to COMMUNITY CHEST, INC., a 501(c)(3) nonprofit, for the purpose of funding health and human services and educational programs.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization.

See NRS 372.3261(5); and,

WHEREAS, COMMUNITY CHEST, INC. is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, COMMUNITY CHEST, INC., a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of FOUR HUNDRED THRITY FIVE THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$435,767.00) for the purpose of funding health and human services and educational programs; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant COMMUNITY CHEST INC. a sum not to exceed FOUR HUNDRED THRITY FIVE THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$435,767.00) for the specific purpose of funding health and human services and educational programs.


ADOPTED this **3rd** day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 6/3/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 25 - 772 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$12,000.00 for fiscal year 2025-2026 for the purpose of aiding and assisting all Storey County residents.
- **Recommended motion:** I, (commissioner), move to approve Resolution _25 - 772 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$12,000.00 for fiscal year 2025-2026 for the purpose of aiding and assisting all Storey County residents.
- **Prepared by:** Sara Sturtz

Department: Business Development **Contact Number:** 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. The Jeep Posse is requesting \$6,000 for building and vehicle maintenance, member training and assistance, shooting and range repair, and search and rescue equipment.
- **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
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<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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RESOLUTION NO. 25 - 772

RESOLUTION Authorizing Grant of Money to Storey County Jeep Posse, a 501(c)(3) nonprofit, for the purpose of aiding and assisting all Storey County residents.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the STOREY COUNTY JEEP POSSE is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, STOREY COUNTY JEEP POSSE, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00) for the purpose of aiding and assisting all Storey County residents.

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the County budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to STOREY COUNTY JEEP POSSE, a 501(c)(3) nonprofit, a sum not to exceed TWELVE THOUSAND DOLLARS (\$12,000.00) for the purpose of aiding and assisting all Storey County residents.


ADOPTED this 3rd day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/3/2025 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of Resolution No. 25 - 773 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$35,500.00 for fiscal year 2025-2026 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 25 - 773 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$35,000.00 for fiscal year 2025-2026 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.
- **Prepared by:** Sara Sturtz

Department: Business Development

Contact Number: 775-350-9473

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute. UNR Extension is requesting \$35,500 to support salaries, supplies, and mileage for staff providing programming in the County.
- **Supporting Materials:** See Attachments
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 25 - 773

RESOLUTION Authorizing Grant of Money to the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$35,500.00) for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, a sum not to exceed THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$35,500.00) for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.


ADOPTED this **3rd** day of **JUNE 2025**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/3/2025 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 to research available data related to groundwater availability and conditions in the Virginia City Highlands, Highland Ranches, and Virginia Ranches, and present findings and potential solutions ensuring long-term water sustainability in accordance with the Storey County Master Plan and Water Resources Plan.
- **Recommended motion:** I (commissioner) motion to direct county staff to research available data related to groundwater availability and conditions in the Virginia City Highlands, Highland Ranches, and Virginia Ranches, and present findings and potential solutions ensuring long-term water sustainability in accordance with the Storey County Master Plan and Water Resources Plan.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Since 2017 Storey County and the United State Geological Survey (USGS) have partnered to conduct voluntary monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical review in the Highlands. The ongoing study aligns with Chapters 3 and 10 of the Storey County Master Plan, respectively discussing limited water resources in the Highlands for future use (Sections 3.3.3.2, 3.4.3.3, and 3.4.4.2; and Section 3.5.3, Goal 1) and suggesting that the county should evaluate available water against current and future demands in this area (Sections 10.3, 10.4; Goals 2, 4, 6, and 7).
-
- The study benefits area residents by enabling the county to explore potential policies and opportunities for responsible groundwater management based on valid and reliable data, and which ensure the success of new development and protect against unwise investments or possible burdens to the county and residents in the future.
-
- The board will consider directing county staff to analyze the data collected by the USGS and to present findings and potential solutions that may ensure long-term water sustainability for current and future residents in the Highlands area. They include, but are not limited to, importation of water in accordance with the 2023 Storey County Water Resources Plan, transfer of development rights in accordance with the 2024 Storey County Master Plan, community education about water conservation practices,

landscaping and water use restrictions, curtailment of future residential development in the area, changing residential water use policies, engagement with state water officials about current and future water use and planning in the Highlands.

-
- The following reports are accessible online at: <https://storeycounty.org/283/Planning>
 1. Storey County Water Resources Plan
 2. Storey County Master Plan
 3. USGS Highlands Water Study Report

- **Supporting Materials:** No 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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and direction to county staff and lobbyists regarding SB 69; bills regarding regional impacts in Storey, Washoe, Lyon, Carson, Douglas, and cities; SB78; AB32; bills supported or opposed by the Nevada Association of Counties (NACO); bills proposed by the Governor and legislative leadership since the last board meeting, and bills shown in the attached spreadsheet.
- **Recommended motion:** I [county commissioner] motion to direct county staff and lobbyists to take the following action _____ as appropriate.
- **Prepared by:** Austin Osborne

Department: Commissioners

Contact Number: 775.847.0968

- **Staff Summary:** Bills and legislative actions are listed in the enclosed list.
-
- Other Bills in NELIS:
- <https://www.leg.state.nv.us/App/NELIS/REL/83rd2025/Bills/List>
- **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

5/27/2025

Bill Number:	BOCC Date:	Subject	Status	Position Storey County	Position Nevada NACO	Notes
AB147	02/18/2025	Registered Candidates	Failed	Support	Failed	Requires candidates to be registered to vote in Nevada.
AB61	03/04/2025	Sparks Toll Road	Failed	Support	Failed	Authorizes Washoe County toll road proposal connecting I-80 to North Valleys.
AB64	02/18/2025	Open Meeting Rules	Failed	Support	none	Allows quorum to deliberate with attorney outside of public meeting, amends open meeting and posting requirements, and amends testimony requirements.
AB66	02/18/2025	Add Court Judges	Exempt	Neutral	none	Increasing number of District Court judges, including 1 additional judge in First District Court (Carson-Storey).
AB70	02/18/2025	Renewable Tax Abate	Passed	Neutral	NACO Bill	Requiring Office of Energy to consider written comments from county commissions regarding renewable energy tax abatements.
AB96	02/18/2025	Heat Island Planning	Passed	Neutral	none	Requiring large jurisdictions to implement heat island mitigation in master plans. Pop. cap, does not impact small counties.
AB112	02/18/2025	Sick Leave for Family	Passed	Oppose	none	Adding to union CBAs employee rights to use sick leave to assist family members.
AB128	03/04/2025	Public Records Ombudsman	Passed	Oppose	Oppose	Public records requests ombudsman in AG's Office to review and possibly overturn local jurisdictions on confidential records. (Amended to gut and replace with task force study).
AB131	02/18/2025	ADUs in Historic Dist.	Failed	Neutral	Oppose	Accessory dwelling units to historic districts. Storey already does this. Amended to include tax exemptions for ADUs. Bill applies to Washoe and Clark only.
AB147	02/18/2025	Voter ID	Failed	Support	Failed	Requiring proof of identity to vote.
AB152	02/18/2025	Records Retention, Request	Failed	Support	Support	Local gov. exempt from providing records beyond required record retention times.
AB180	02/18/2025	Sidewalk Vendors	Failed	Neutral	Failed	Allows sidewalk vendors. Pop capped so does not impact Storey or small counties.
AB222	02/18/2025	Apprentices and Projects	Failed	Oppose	Failed	Employment and use of apprentices and certain workers for type of projects.
AB226	02/18/2025	Community Ben. Tax Abate	Passed	Neutral	none	Tax abatements to submit "community benefit plan" to be approved by GOED.
AB242	03/04/2025	Sagebrush Ecosystems	Exempt	Oppose	none	Sagebrush ecosystem damage mitigation council. Concerns about fire fuels reduction.
AB538	04/01/2025	GOED Temp. Board Member	Failed	Neutral	Failed	Requiring temporary member on GOED board for tax abatement applications.
AGA2240	03/04/2025	Daylight Savings Time	Failed	Neutral	Reviewing	Change Daylight Savings Time to stay Standard Time yearround. No more spring forward.
SB69	04/01/2025	Local Gov. Control Tax Abate	Passed	Support	Support	Storey Bill: GSA 10-20% of local abatement value, retro fiscal year, no data centres.
SB78	04/01/2025	Consolidating Boards	Exempt	Oppose		Comstock Historic District. Amended, no issues. Oppose as text still contains CHDC. Note: Monitoring passage of bill with CHDC still included for possible removal.
AB32	03/04/2025	V&T Interim Study	Exempt	Support	Support	Study V&T Railway Commission long-term options. (*In Ways and Means).
SB28	05/06/2025	Southern NV RTC	Passed	Neutral	none	Southern Nevada RTC sales tax, definition of median gross income threshold from 60% to 120% to be considered affordable. Possible to go on ballot. Monitor for statewide applicable.
SB147	05/06/2025	Regional Planning	Failed	Neutral	none	Regional housing and transportation planning. Monitor for local impacts.
SB232	05/06/2025	Veterans' Center in VC	Exempt	Support	none	Veteran's center in Virginia City fund at \$750,000
SB364	05/06/2025	Rail Spur Abatements	Exempt	Oppose	Oppose	Rail spur "inland ports" and project improvement abatements. Monitor, possible oppose.
AB256	05/06/2025	Transit Rail Study Group	Passed	Neutral	none	Transit rail interim study group. Amended to be "regions".
AB528	05/06/2025	Green Build Abatements	Exempt	Neutral	none	LEED "green" construction partial abatements. No hearing yet.
AB77	05/06/2025	Abatements Benefit to State	Failed	Oppose	Failed	Tax abatements to be denied by GOED if "no benefit to the State". No hearing yet.
SB410	05/06/2025	Family Health Benefits CBA	Passed	Oppose	none	Mandatory bargaining health and family health benefits in union CBAs.
AB491	04/15/2025	Candidate Residency	Passed	Oppose	none	Responses from SOS regarding candidates residency.
SB100	04/15/2025	Clerk Removal for Deadlines	Passed	Oppose	Oppose	Allows removal of County Clerk for failing to meet election-related deadlines.
AB496	04/15/2025	Mail-In Ballot Tracking	Passed	Oppose	none	Mandates daily USPS reporting on ballots in possession by county.

Bill Number:	BOCC Date:	Subject	Status	Position Storey County	Position Nevada NACO	Notes
AJR1	04/15/2025	Revised Property Tax Assess.		Neutral	none	Amend NV Constitution to allow classess of property tax caps.
AB491	04/15/2025	Clerk 48-Hour Response SOS	Passed	Oppose	none	Requires County Clerk's to respond to SOS requests within 48 hours w/o severe penalties.
AB499	04/15/2025	Ballot Personal Identification	Passed	Neutral	none	Allows voters to include personal information on ballots.
AB241	05/06/2025	Multi-Fam Housing on Comm	Passed	pending	Oppose	Requires counties to allow multi-family housing on Commercial zoned lots.
SB180	05/06/2025	Minimum Insurance Trucking	Failed	pending	none	Establishing minimum insurance standards for motor carriers.
NOTES						
<i>Draft for review, confirmation, and possible amendments from the board.</i>						
<i>NACO's position will be updated at the upcoming board meeting.</i>						



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 6/3/2025 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. Falcon Roofing Company – Contractor / 9805 Double R Blvd. #3059 ~ Reno, NV
- B. Fire and Risk Alliance LLC – Professional / 7640 Standish Pl. ~ Derwood, MD
- C. GourmenGo LLC – Out of County / 5150 Mae Anne Ave. Ste 405 #5427 ~ Reno, NV
- D. Heavy Duty Concrete & Pavers – Contractor / 422 Roberts St. ~ Reno, NV
- E. Legacy Air Heating, Cooling, Plumbing & Electrical – Contractor / 9410 Prototype Dr. #20 ~ Reno, NV
- F. Madelyns Tacos – Food Truck / 501 El Rancho Dr. Spc. 5 ~ Sparks, NV
- G. Michels Power Inc. – Contractor / 817 Main Sr. ~ Brownsville, WI
- H. Modpack System LLC – Contractor / 710N Post Oak Rd. ~ Houston, TX
- I. Panasonic Energy Corporation of North America (PENA) – General / 1 Electric Ave. ~ McCarran, NV
- J. Pavion Corp – Contractor / 4151 Lafayette Center Dr. Ste. 700 ~ Chantilly, VA
- K. Stratus Building Solutions of Reno – Out of County / 1575 Delucchi Ln. Ste. 116B ~ Reno, NV
- L. Tahoe Mini Crane Inc. – Contractor / 213 W Gardengate Way ~ Carson City, NV
- **Recommended motion:** Approval
- **Prepared by:** Ashley Mead

Department: Community Development

Contact Number: 7758470966

- **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

May 22, 2025
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 03, 2025**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Falcon Roofing Company** – Contractor / 9805 Double R Blvd. #3059 ~ Reno, NV
- B. Fire and Risk Alliance LLC** – Professional / 7640 Standish Pl. ~ Derwood, MD
- C. GourmenGo LLC** – Out of County / 5150 Mae Anne Ave. Ste 405 #5427 ~ Reno, NV
- D. Heavy Duty Concrete & Pavers** – Contractor / 422 Roberts St. ~ Reno, NV
- E. Legacy Air Heating, Cooling, Plumbing & Electrical** – Contractor / 9410 Prototype Dr. #20 ~ Reno, NV
- F. Madelyns Tacos** – Food Truck / 501 El Rancho Dr. Spc. 5 ~ Sparks, NV
- G. Michels Power Inc.** – Contractor / 817 Main Sr. ~ Brownsville, WI
- H. Modpack System LLC** – Contractor / 710N Post Oak Rd. ~ Houston, TX
- I. Panasonic Energy Corporation of North America (PENA)** – General / 1 Electric Ave. ~ McCarran, NV
- J. Pavion Corp** – Contractor / 4151 Lafayette Center Dr. Ste. 700 ~ Chantilly, VA
- K. Stratus Building Solutions of Reno** – Out of County / 1575 Delucchi Ln. Ste. 116B ~ Reno, NV
- L. Tahoe Mini Crane Inc.** – Contractor / 213 W Gardengate Way ~ Carson City, 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: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 45 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will commence immediately following the regular commission meeting.

- **Recommended motion:** No action.

- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and the existing 2022-2025 collective bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreement is proposed to be modified as tentatively agreed between the parties.

- **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: 6/3/2025 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 mins.

Agenda Item Type: Discussion/Possible Action

- **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding the Storey County Sheriff's Office Employees' Association NAPSO Local 9110. This meeting will commence immediately following the closed session regarding the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041.
- **Recommended motion:** No action.
- **Prepared by:** Brandie Lopez

Department: HR

Contact Number: 775-847-0968

- **Staff Summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Sheriff's Office Employees' Association and Storey County are proposed to be modified pursuant to tentatively agreed successor agreements.
- **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