



# STOREY COUNTY COMMISSION MEETING

TUESDAY, APRIL 2<sup>nd</sup>, 2013 9:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## AGENDA

BILL SJOVANGEN  
CHAIRMAN

BILL MADDOX  
DISTRICT ATTORNEY

MARSHALL MCBRIDE  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

VANESSA DU FRESNE  
CLERK-TREASURER

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All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. CALL TO ORDER AT 9:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for April 2, 2013
4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for January 23, 2013
5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for February 5, 2013
6. PUBLIC COMMENT (No Action)

## CONSENT 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. The Commission Chair reserves the right to limit the time allotted for each individual to speak. )

7. Claims - For possible action approval of Payroll Check date 03/15/13 for \$333,304.34 03/22/13 for \$10,489.34 and Accounts Payable date 03/22/13 for \$149,903.95
8. Possible approval of resolution 13-369 to protect and defend the Constitutional right to keep and bear arms

9. Possible approval of resolution 13-371 supporting Congressman Mark Amodei's bill before the United States Congress (H.R. 1167), also known as the Restoring Storey County Act which conveys surface rights to approximately 1745 acres of land potentially claimed by the United States Government.
10. For possible action approval of Licensing Board First Reading:
  - a. Associated Crane and Oil Field Log - General/235 London TRI
  - b. Thompson Electric - Contractor/7782 Cerritos Circle, Sparks
  - c. Rainbow Restoration - Contractor/1285 Marietta Way, Sparks
  - d. H2O4U - General/305 Sugar Hill Drive, Sparks
  - e. The House Charmers - General/405 Aspen Drive, Dayton
  - f. The Butchers Choice of Nevada - General/2555 Dickerson Rd, Reno

### **END OF CONSENT AGENDA**

11. **DISCUSSION (No Action):** Committee/Staff Reports
12. **DISCUSSION/POSSIBLE ACTION:** Presentation by Onetta Fanlo of A and H Insurance regarding possible renewal of Storey County employees' benefits plan, including medical, dental, vision and life insurance. Discussion will also include an update on changes to taxes, fees and related policies imposed by the State of Nevada for the upcoming year.
13. **DISCUSSION/POSSIBLE ACTION:** Authorize the County Manager to execute documents required to enroll in and provide benefits as provided for under the National Association of Counties (NACo) Dental Discount Program.
14. **DISCUSSION/POSSIBLE ACTION:** Direction to staff regarding legislation or legislative issues proposed by legislators, by Storey County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Storey County. Specific legislation will include but not necessarily be limited to S.B. 272 where an official position of either opposition or neutrality will be requested based on possible text amendment.
15. **DISCUSSION/POSSIBLE ACTION:** Approve appointment of Ron Engelbrecht, Denise I. Thrower-Victorine, Adam James Robello, Laura Kekule and Ray Herbert to the Mark Twain Community Center Advisory Board.
16. **RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD**
17. **DISCUSSION/POSSIBLE ACTION:** Contract with Comstock Mining, Inc. for sale of untreated and unused water at reduced rate and other related matters.
18. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS**

### **SHERIFF'S OFFICE LICENSING**

19. **DISCUSSION/POSSIBLE ACTION:** Approval of second reading for home business application for Firing Pen located at 4210 Overland Rd., VC Highlands

20. **DISCUSSION/POSSIBLE ACTION:** Approval of second reading for liquor and cabaret license application for Comstock Corner Cafe located at 190 S. C Street, Virginia City
21. **DISCUSSION/POSSIBLE ACTION:** Approval of second reading for business license application for G4S Secure Solutions located at 1575 Delucchi Lane #116, Reno, NV
22. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14
23. **RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD**
24. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14 for the Water and Sewer services in Virginia City, Gold Hill and Silver City.
25. **ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS**
26. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14
27. **RECESS TO CONVENE AS THE NRS 473 STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**
28. **DISCUSSION/POSSIBLE ACTION:** Approval of the Storey County Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, the Nevada Division of Forestry, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District. This interlocal agreement allows Storey County, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District to begin transitioning wildland fire responsibilities amongst all three parties.
29. **DISCUSSION/POSSIBLE ACTION:** Approval of Storey County WFPP Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, and the Nevada Division of Forestry. This interlocal agreement is for Storey County to become a participatory member of the state-wide wildland fire protection program (WFPP), and it provides an annual work plan for the parties.
30. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14 for the NRS 473 Fire Protection District.
31. **ADJOURN TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD**
32. **DISCUSSION/POSSIBLE ACTION:** Approval of the Storey County Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, the Nevada Division of Forestry, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District. This interlocal agreement allows Storey County, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District to begin transitioning wildland fire responsibilities amongst all three parties.

33. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14 for the NRS 474 Fire Protection District.
34. **ADJOURN TO RECONVENE AS STOREY COUNTY BOARD OF COMMISSIONERS**
35. **DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14
36. **DISCUSSION/POSSIBLE ACTION:** Approval of the Storey County Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, the Nevada Division of Forestry, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District. This interlocal agreement allows Storey County, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District to begin transitioning wildland fire responsibilities amongst all three parties.
37. **DISCUSSION/POSSIBLE ACTION:** Approval of Storey County WFPP Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, and the Nevada Division of Forestry. This interlocal agreement is for Storey County to become a participatory member of the state-wide wildland fire protection program (WFPP), and it provides an annual work plan for the parties.

#### **COMMUNITY DEVELOPMENT AND PLANNING**

38. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit No. 2013-004 by the Nature Conservancy (McCarran) Applicant is requesting a special use permit in APN 004-092-62, 004-091-77 and 004-091-78 (approx. T20N, R22E, Sections 28, 39, 32 and 33 MDBM)(39° 33'38"N, 119°32'11"NAD) to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat improvement, noxious weed eradication and recreation.
39. **FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**
- Reliable Handyman Service, LLC - General/3635 Green Acres Dr., Carson City
  - Almight Electric - Contractor/2927 Mooseridge Dr., Reno
  - Radcliffe Painting, Inc. - Contractor/4100 Mira Loma Dr., Reno
  - A Falcon on the Rescue - Contractor/5245 Canyon Rim Court, Sparks
  - Onstar, LLC. - General/3100 Cumberland Blvd., Atlanta, GA
  - CSK Auto Inc. dba O'Reilly Auto Parts - General/1715 N. Carson St., Carson City
  - Hadlock Mechanical Services, LLC - Contractor/9425 Benedict Dr., Sparks

#### **BOARD COMMENT**

#### **ADJOURNMENT**

#### **NOTICE:**

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.

- Public Comment will be allowed at the beginning of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.


**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.

In accordance with Federal law and U.S. Department of agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of civil rights, 1400 Independence avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or 202-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

The TTY, VCO voice carry over) or HCO hearing carry over) number is 800-326-6868; voice only 800-326-6868. Check the customer Guide section of your telephone book under Services for Individuals with a Hearing or Speech Disability.

#### CERTIFICATION OF POSTING

I, Vanessa DuFresne, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before March 27, 2013; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By   
Vanessa DuFresne, Clerk-Treasurer

# **Approval of Minutes for January 23, 2013**



# STOREY COUNTY COMMISSION MEETING

WEDNESDAY, JANUARY 23<sup>RD</sup>, 2013 10:00 A.M.

COUNTY TRAINING CENTER  
141 NORTH C STREET, VIRGINIA CITY, NEVADA

## SPECIAL MEETING MINUTES

BILL SJOVANGEN  
CHAIRMAN

BILL MADDOX  
DISTRICT ATTORNEY

MARSHALL MCBRIDE  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

VANESSA DU FRESNE  
CLERK-TREASURER

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**Roll Call:** Chairman Sjovangen, Vice-Chairman McBride, Commissioner Gilman, District Attorney Bill Maddox, County Manager Pat Whiten, Clerk-Treasurer Vanessa DuFresne, Fire Chief Gary Hames and Special Counsel Charlie Cockerill

**1. CALL TO ORDER AT 10:00 A.M.**

The meeting was called to order by the Chairman at 10:00 a.m.

**2. PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance

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

Dale Beach stated that in the last 12 years there have been 3 different collective bargaining agreements. It is the obligation of the county to have collective bargaining agreements from surrounding counties prior to going into negotiations. He is being disserved by his county. Mr. Beach wants to be involved in the prep work for union negotiations and the budget from day one. He stated that an additional issue is 5 commissioners, they are the cheapest employees and you're dealing with a man who is running for office. The Commissioners would be able to oversee departments rather than the current department heads that the people have no say in. If we knew what we were doing we would make the unions go to arbitration on every issue, like Clark County does. Mr. Beach continued that Storey County has the same union as the State and our wages and benefits are 30-45% higher. He added that if you meet with him and Janet you will be recorded, if it's just one on one no there is no recording.

Mark Joseph Phillips addressed the Board regarding the January 5<sup>th</sup> meeting at the Mark Twain Fire Station hosted by residents of Mark Twain. In attendance at the meeting were Vice-

Chairman Hess and Commissioners Elect McBride and Gilman. Commissioner Gilman brought forth his concerns at that meeting of a possible quorum. Mr. Phillips stated that Vice-Chairman Hess could have stayed home, after 14 years in office he should have known that it was an open meeting law violation. There was deliberation at that time about unions, specifically the fire union. He added that people need to know that there was deliberation and a quorum, the entire meeting is on record. Chairman Sjovangen questioned if decisions were made at the meeting. Mr. Phillips stated that Vice-Chairman Hess admitted that there were mistakes over the years regarding negotiations with the unions. There was talk regarding a range of issues.

Mr. Phillips commented on his removal by Chairman Sjovangen from the last Commission meeting. He stated that it was truly against his will and the Attorney General is allowed to fine \$500 for a violation. Mr. Phillips hopes the Chairman Sjovangen will just pay the fine, saving him from having to do all the paperwork.

Commissioner Gilman stated that they were invited to Mark Twain as a group to have discussions and understand the problems that Mark Twain perceives and what they would like to have in their community. At the meeting Mr. Beach made a long presentation as did Janet Houts. Commissioner Gilman is offended that Mr. Phillips would an open meeting law violation. He gave his Saturday to meet with the people; it was an open discussion with the leaders of the Mark Twain community on the areas of concern. It is inappropriate of Mr. Phillips to come back at the first meeting on January 7<sup>th</sup> and say he is filing an open meeting law violation against these folks who gave up their time to work with the neighborhood on problems on a Saturday. Commissioner Gilman asked that Mr. Phillips reconsidered his decision to file the complaint as he would like to hold additional meeting throughout the County. Mr. Phillips needs to reevaluate his process in this group. If he is going to attend these meetings and then challenge with open meeting law he will shut down the very elements that are important to every neighborhood in this community and he must stop that.

Vice-Chairman McBride pointed out that he attended the meeting in Mark Twain as a concerned citizen as he was not sworn in at the time. There was no deliberation amongst the commissioner and no decisions were made. The only comments that were made about fire department negotiations or firing the county manager were brought on by Mr. Beach who was the foreman of the meeting.

Commissioner Gilman added that we must have the opportunity to have open meetings and meet with the neighborhoods without the threat of retribution, otherwise you are muzzling us.

District Attorney Maddox stated that in the future we are planning to notice a possible quorum. He has prepared a copy of the open meeting law for all the board members. Advanced notice of the meetings will be needed so that notice can be provided. In addition the VCTC and Planning Commission will be placing a notice on their agenda.

County Manager Whitten will be working with each of the commissioners on their schedules and the meetings they plan to attend.



Commissioner Gilman stated that we have to follow the proper procedure but to represent or communities we have to be able to attend these meetings.

Mr. Phillips rebutted that the \$500 fine is from the Attorney General Office's rather than the voiding of an action or going to district court. It is a more appropriate way of dealing with a flagrant violation. Chairman Sjovangen commented that Mr. Phillips can do what he needs to do. Mr. Phillips added that the fine is issued against the Board member who committed the violation. His being ejected, that fine would be directed to Chairman Sjovangen.

**4. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for January 23, 2013**

Mr. Whitten stated that items 7, 8 and 9 are put in there as a place mark. Should the congressional delegation arrive prior to the end of this meeting they will address the Board as a whole. If not Chairman Sjovangen and he will meet with them this afternoon.

**Motion:** Approve agenda for January 23, 2013, **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Commissioner Gilman

**Vote:** Motion carried by unanimous vote (summary: Yes=3)

**5. RECESS TO CONVENE AS THE 474 FIRE DISTRICT BOARD**

The 474 Fire District Board was called to order at 10:17 a.m.

Mr. Phillips stated that he has studied chapter 288, recessing is allowed but not required, closing the meeting is not a requirement. Chairman Sjovangen responded that it was necessary.

**6. CALL TO ORDER 474 FIRE DISTRICT BOARD CLOSED SESSION** (Closed meeting pursuant to NRS 288.220(4) for the purpose of conferring with the County's management regarding labor negotiations.)

The Board entered into a closed session.

**\*Items 7, 8, 9 and 10 were not utilized as the Congressional Delegation was unable to attend the meeting.**

**7. RECESS TO RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS**

**8. DISCUSSION (No Action):** Update and briefing by Congressional Delegation Staff

**9. RECESS TO RECONVENE AS THE 474 FIRE DISTRICT BOARD**

**10. CONTINUATION OF CLOSED SESSION (#6 ABOVE) IF NECESSARY**

**11. DISCUSSION/POSSIBLE ACTION:** Approval of collective bargaining agreement between Storey County Fire Protection District (Employer) and International Association of Fire Fighters Local 4227 (Union)

Mr. Whitten stated that it is staff's recommendation that the agreement be approved subject to a minor change on holidays and ratification by the IAFF local 4227. As required by NRS Mr. Whitten read a cost impact statement in to the record. Should the terms of the original agreement remain in place the cost for salaries and benefits would have been \$3,025,239.14 under the new agreement the cost is calculated to be \$2,951,693.96 with a savings of \$73,545.19 for the first year. Looking at the second year under the new contract the cost will go up to \$3,049,267.76 with an increase of \$24,028.62.

**Motion:** Approve the agreement with a correction under article 9 as follows: 5.5% is corrected to read to 5.5 hours for 56 hour employees and 3.7% is corrected to read 3.7 hours for 40 hour employees subject to union ratification. He added that in the future the Comptroller be given the opportunity to review all contracts and their fiscal impacts on the county prior to ratification and the county considered to formulate a strategy workshop committee to look at all future negotiation on all contracts coming in and pre discuss those negotiations, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Vice-Chairman McBride

**12. RECESS TO CONVENE AS BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners was reconvened at 12:13 p.m.

**BOARD COMMENT**


None

**ADJOURNMENT**

The meeting was adjourned by the call of the Chair at 12:14 p.m.

Respectfully submitted,

By



Vanessa DuFresne, Clerk-Treasurer

# **Approval of Minutes for February 5, 2013**



# STOREY COUNTY COMMISSION MEETING

TUESDAY, February 5<sup>th</sup>, 2013 2:00 P.M.

DISTRICT COURTROOM  
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## MINUTES

BILL SJOVANGEN  
CHAIRMAN

BILL MADDOX  
DISTRICT ATTORNEY

MARSHALL MCBRIDE  
VICE-CHAIRMAN

LANCE GILMAN  
COMMISSIONER

VANESSA DU FRESNE  
CLERK-TREASURER

**Roll Call:** Chairman Sjovangen, Vice-Chairman McBride, District Attorney Bill Maddox, Deputy Clerk/Treasurer Dore Nevin, County Manager Pat Whitten, Senior Planner Austin Osborne, Community Development Director Dean Haymore, Community Services and Tourism Director Deny Dotson, Public Works Director Mike Nevin, Emergency Management Assistant Director Cherie Nevin, Comptroller Hugh Gallagher, Fire Chief Gary Hames and Sheriff Gerald Antinoro.

**Absent:** Commissioner Gilman

**1. CALL TO ORDER AT 2:00 P.M.**

The meeting was called to order by the Chairman Sjovangen at 2:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

Chairman Sjovangen led those present in the Pledge of Allegiance

**3. DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for February 5, 2013

Mark Phillips has 2 or 3 specific questions on item #5 and would like to discuss separate from the consent agenda. Chairman Sjovangen confirmed with Mark that he only wanted item #5 taken off he said "Yes just #5".

Gunther Prosser from the River District said he is pleased with the seal being moved to the upper corner instead of the whole page he said it was much easier to read. He also would like agenda item requests to be more complete. He would like uniformity, a type of form that has to be completed completely no matter if it's a Department Head, Commissioner or the public. Item #6 was almost complete and item #11 was partially complete. He remembers when item request were rejected if they were not filled out correctly. If a item is rejected he would like it in the packet

with an explanation why it has been rejected. Only correction he would like is if those items were filled out correctly. Chairman Sjovangen said they will handle those items when they get to them.

**Motion:** Approve Agenda for February 5, 2013 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

#### 4. PUBLIC COMMENT (No Action)

Pat Whitten advised the Board that Commissioner Gilman was absent today due to a knee injury. Mr. Whitten read a statement from Commissioner Gilman explaining his absence due to an urgent doctor appointment today for pre-surgery checks and his surgery will be taking place in a few days. He thanked Mr. Whitten for reading his statement today and would like his statement attached to the minutes.

Mr. Whitten added that he had received an e-mail from Commissioner Gilman regarding an R.S.V.P for a Legislative function next Wednesday and he planned on attending. So he is expecting he will have a speedy recovery.

Storey County District Attorney Bill Maddox requested Resolution No 13-368 on an emergency basis this resolution is due to the recent incident on Friday regarding former Commissioner Hess. He read Resolution No 13-368 requesting the assistance of the Attorney General in the prosecution of a criminal matter. He asked the Commission to vote on and pass the resolution and if they do he will forward it to the Attorney General, he said this needs to be done on an emergency basis because there a specific statute that requires you only have a certain amount of time after an arrest that a criminal complaint needs to be filed after an arrest has been made. He had just found out about it on Monday so that's why there was no time to put it on the agenda. He asked if there were any questions and there weren't any questions for him. Chairman Sjovangen asked again if there were any questions and there were none.

**Motion:** Approval of Resolution No 13-368 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

District Attorney Maddox brought up recent incidents that have happened at the Commissioners meetings and would like to come up with some kind of rules to conduct these meetings. He passed out Decorum for County Meetings that he has prepared. He does not want any action on this today, but would like the public and commission to review it and come up with any changes they would like. He would like any input from the commission and public by the next meeting. He would come up with a uniform set of rules for all board meetings in the county, so all meetings can be held in a polite manner.

Janet Houts Storey County resident made a suggestion that she would like the Decorum for County Meetings draft on the website so the public can read it and give feedback on it on the draft. Mr. Maddox said he will get with County Manager and see if that can happen.

Chairman Sjovangen spoke regarding the incident of former Commissioner Hess. He said "It is a pending open case and there will be no discussion or questions or anything regarding this matter." It is a NO go topic. Anyone that attempts this will be immediately removed.

Chairman Sjovangen advised that Dale Beach was given 5 minutes to speak.

Dale Beach thanked Chairman Sjovangen for letting him speak for 5 minutes. He congratulated and thanked Sheriff Antinoro for his conduct, treating everyone equal. He has lived up to his word. He would like all commissioner meetings at 10:00 on Saturdays due to conflicting schedules for working people, giving an opportunity to participate in county business. He spoke on tourism; he feels it should be its own and not his tax dollars going into tourism. He would like the county to work with "We the People" to cut the budget by 55% in the next four years. He compared the county to other counties and we are 55% higher than other counties and he wants it to stop. He would like this to happen fast because he will have to go to the Legislature and testify at the hearings and beg them to protect him against the county management because he is paying twice of what he is getting. He said this is an urgent thing because he doesn't want to rat mouth his county but if he feels it. Mr. Beach addressed the issue of a homeless shelter, he read somewhere that we needed \$25,000.00, he thinks it was Deny that brought it up. He was going to do it by raising business permits/licenses. Mr. Beach thought we could get pup tents and put them in the park here, he'll go about in recruiting the people that would man the tents during the summer months and they could go about their panhandling and we could charge them a panhandle license from their earnings. He continued then sends them back to Reno for the winter months. It would build up the fund, Senior Center could feed them. He said he was done in 4:45 minutes.

Patrick Flanagan is not representing the VCHPOA at this time just his self. He read his testimony:

I spent a lot of my life lobbying for my community. Not once that I can remember was I ever paid except by enjoying the benefits that my effort yielded to the community. That is not to say that "paid" lobbyists are not important or that they do not perform a valuable service. Just that I've found that unpaid lobbyists, citizens of our community, seem to carry more weight on getting needed legislation passed.

I have a problem with Nevada law or policy which seems to approve of government employees being listed as "paid lobbyists". It seems to me that any government employee is a lobbyist just by being an employee of government and that they are paid to do their job and lobbying is or can be a part of that job. I certainly do not put them in the same position as a "paid" lobbyist or as a citizen lobbyist.

In fact, there have been movements in this country which seem to support that any government employee cannot be a "PaidP lobbyist until his government employment has been terminated for two years. And ther is good reason for such a change in direction. There are real questions

here as to "conflicting interests" and the opportunity for personal gain at the public's expense. Plus there is also an issue as to credibility and clouded responsibilities. Appearances just are very questionable in this area.

As a result, I am asking the Commission to review the County policies in regards to lobbying.

First, that no government employee who has terminated their employment will be paid any compensation until two years have passed from their termination.

Secondly, that the County not employ any "Paid" lobbying firm or people until they have submitted a formal "Request for Proposal" outlining what they will accomplish for the County. Such payments will be determined either by an hourly rate or a contractual rate or only for services rendered. It will not be used to reimburse fringe costs such as health programs or pensions.

We are all aware of the power of lobbyists today in our government. (Mr. Flanagan's complete transcript is available in the Clerk's office)

Chairman Sjovangen told Mr. Flanagan he was out of time. Mr. Flanagan questioned no getting five minutes. Chairman Sjovangen said he was done and told him to sit down. Mr. Flanagan again questioned why he doesn't get five minutes like the previous speaker. Mr. Flanagan tried to keep talking but Chairman Sjovangen continued to thank him and tell him to sit down. Mr. Flanagan said he had a written testimony and expected it in the minutes. Again, Chairman Sjovangen thanked him and told him to sit down. Mr. Flanagan told them to kick him out he could care less.

Chairman Sjovangen called a recess and asked the Sheriff to escort Mr. Flanagan out.

Meeting reconvened at 2:28 by Chairman Sjovangen.

Mark Joseph Phillips- He spoke about that it has been a rough start to the New Year and to the new Board and he is sorry Lance Gilman couldn't be here. He questioned the minutes from the January meetings and the special meeting. He was hoping that the minutes would be ready for approval at the next meeting. He said those meetings weren't pretty and that he was working on his open meeting law violation and asked Chairman Sjovangen just to pay the \$500.00 fine for the violation voluntarily. He also asked former Commissioner Hess to pay the \$500.00 violation fine. As soon as those minutes are approved he is going to send his complaint to the Attorney General's Office. He was sorry they couldn't get a better start with the new Board of Commissioners, because there are some important things to he'd like the board to do. He thanked Chairman Sjovangen for picking him up the other day and said I guess it's just politics not personal. Mr. Phillips confirmed about no discussion about a former Commissioner. Chairman Sjovangen confirmed that Mr. Phillips needed to watch out on what he was going to say. He said his new job is under item #11. Mr. Phillips said "be prepared to eject him when it is brought up."

#### CONSENT 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. The Commission Chair reserves the right to limit the time allotted for each individual to speak. )

5. Claims - For possible action approval of Payroll Check date 1/18/2012 for \$375,550.94 and Accounts Payable date 01/11/2013 for \$334,092.55, 1/25/13 \$636,565.93, 12/14/2012 \$5,356.00, 12/16/2012 \$8,186.32, 12/18/2012 \$1,216.35.
6. For possible action approval of Administrative Policies and Procedures:
  - A. Travel Policy-Mileage Rate 2013
7. For possible action approval of Licensing Board First Reading:
  - A. Nevada Biomass, LLC- Home Business/ 4590 Tybo Road, VC Highlands
  - B. Virginia City Baked Goods- General / 28 North C Street, Virginia City
  - C. Brookstone Development, LLC- Contractor/ 22870 Carriage Drive, Reno

#### **END OF CONSENT AGENDA**

**Motion:** Approve consent agenda with the exception of item #5 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

Mr. Phillips has questions on item #5. Claims regarding the lease of the Courthouse parking lot from the Bucket of Blood Saloon with being \$4500.00 paid to him four times a year. Commissioner McBride failed to list this money on his financial disclosure. Mr. Phillips also had questions on page 5 regarding James Miller as Pro-tem Justice of the Peace. He said at the time there was discussion about him not being paid and for a Pro-Tem to be paid it has to be on the agenda. He will bring it up next year at budget time. His last concern was a claim for Tri-Venture Inc. for \$2700.00 for the Christmas party it sounds like a lot of money.

District Attorney Maddox mentioned that since it was brought up Mr. McBride would have to disqualify himself from voting on the claim.

Vice-Chairman McBride asked to comment on Mr. Phillips complaint, he is incorrect as he has explained this in the past to Mr. Phillips. This is his family business that he represents and that money was not paid to him but to the family business. DA Maddox asked Vice-Chairman McBride if he felt he had a conflict in voting for this and he said "yes".

DA Maddox said Commissioners could approve all other claims except the one to the Bucket of Blood. They would table that one to the next meeting when Commissioner Gilman is present to vote.

Janet Houts questions on Consent Agenda item # 5 Claims: Request to move to discussion and possible action:



- a) I patrol check of \$375,550.94 dated 1/18/12 for year 2012 or 2013? Is it a typing error?
- b) Why the accounts payable for December 2012 total to \$14,758.67 submitted to the board's approval at this time-February 2013? It is a month plus lapse.
- c) There is no treasury report for December 2012. Previous meeting when I inquired about the dispute of \$628 in the November 2012 treasury report, Mr. Whitten told the board, me and public members, it is immaterial. The amount \$628 is immaterial for decision making only. All payment paid out by the public money need to be identity.
- d) A copy of my November 2012 treasury analysis report for your reference. My analysis on the treasury November 2012 report, the total approved claims by the boards did not tally with the reports. Just November 2012 along, a difference approximately \$2,200. In the past months, I also find discrepancies.  
(Transcription from Janet Houts including November 2012 Treasury analysis report available in the Clerk's office.)

Chairman Sjovangen asked if there were any more questions. There were none.

**Motion:** Approve claims with the exception of the Bucket of Blood Lease **Action:** Approve **Moved** by Vice-Chairman McBride **Seconded** by Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

## 8. **DISCUSSION (No Action):** Committee/Staff Reports

Public Works Director Mike Nevin-

- 1) He wanted to explain what was going on Taylor Street between A & B Street. There was an issue with the main line and the lateral one coming from the residents at the corner of A Street with an old drop box that was affected. It was an issue with the main and when they got to the main they discovered some root growth and they wanted to address that at the same time. In the process of the removal of the old concrete sewer which was put in there in the 1950's or so. What they did years ago on the Comstock was put in redwood sewers which is what was there and what they had done is take the top of the redwood sewers off and poured concrete into the box. It made their jobs just that more difficult. Chairman Sjovangen asked if they saved any for a souvenir. Another thing they discovered was the water line that fed from the flume up above us to the CC Shaft pumps. They found that still intact on the side of the street, he said that was an interesting find. The work is completed they just need to pave it, they were unable to get the material today. He promised by tomorrow it would be open. He thanked everyone for their patience.
- 2) He explained the metal plate at the corner of Sutton and C Street is a NDOT thing. The slot drain has come loose from the culvert and when that happened it created some issues with the concrete apron and both sides had developed large holes, large enough for a small child to fall into. Do to the weather they have placed these steel plates to cover up the holes.

- 3) With the good weather they have started a crack sealing project in the Mark Twain Estates; they haven't got too far on it because of having to deal with sewer and water issues.
- 4) Swimming Pool retro fit is progressing nicely. Hannifin Architects have completed the drawings and they are in for review and everything looks good. They should be going out for formal bidding soon. That project deals with handicap access, and some minor improvements to the existing facility interior. Historic District has passed off on it so they are moving forward.
- 5) County Manager and I are in the process of re-negotiating a raw water rate with Comstock Mining. They had a meeting with the Scott Jolcover last week; he feels it will be a win-win situation for both the county and Comstock Mining. He asked if there was any one had questions.

Mrs. Houts asked the measurements. Mr. Nevin said it's measured in the 1000 gallons per month and Jennifer up at the Public Works Office has all the information. He explained they track it and get billed monthly.

#### District Fire Chief Gary Hames

- 1) Just completed an academy for seven new volunteers firefighters that just graduated from a Haz-Mat Material Operations Qualified Personnel, from there they will start a 140 hour Firefighter I class, which OSHA mandates and is quite intensive anymore. He congratulated those seven staff members and welcomed them to the Volunteer Fire Department. They have also just completed a Reserve Academy which they use to have. The Reserve program is a less than part-time position. They come in and help cover overtime for annual and sick leave for the full time positions. With the signing of the collective bargaining agreement ratification they were able to bring this program back and it was a very positive step for future staffing purposes and reduction of overtime.
- 2) Recently had a firefighter resign taking a position with City of Sparks Fire Department. One of his Battalion Chief's has asked to step down into that position. So he will be advertising to fill that position for Battalion Chief next week. He is hoping to fill the position within the next 30-40 days after all testing has been completed.
- 3) He has been dialoging a lot with Central Lyon County. He explained that Lyon County and Storey County have Fire Stations that are maybe a half block away from each other in Mark Twain. He was doing a district tour with Commissioner Gilman and he was showing where they have staffing and what their response plans are, Commissioner Gilman had a significant idea about basically consolidating and merging those two stations into one and combining our volunteer staff into one volunteer fire department with Lyon County. He has been in contact with Chief Gillenwater from Central Lyon County and he is completely amicable about the idea too. They are in the process of rewriting the inter-local agreements. It has been forwarded to Bill Maddox for review. Chief Hames said he could go on and on about the consolidations. Chairman Sjovangen said it's pretty obvious. Chief Hames said the one thing it will do is leave a vacancy in our fire station. Again, dialoging with Commissioner Gilman they feel that there can be an inter-local agreement with the fire district and the county and turn that fire station into a community center and maybe down the road a senior center or whatever the county would like to do with that building. Chief Hames thinks it's a win-win situation, we can reduce our operational costs by consolidating with Central Lyon County where we pay fifty percent of the station cost and they pay fifty

percent; they save money and we save money and our station gets converted into a community center. They will have legal counsel review it and it will be hopefully be on the February 19<sup>th</sup> agenda for hearing. He asked if there were any questions.

Chairman Sjovangen likes the idea. He asked if there were any more questions.

From the audience Mrs. Houts asked what the cost is to run that department.

Chief Hames said it was about \$23,000 for their operating costs such as telephones, utilities, drinking water and as simple things as a copy machines. He feels it will cost us about \$12,000 a year when we consolidate. He is pretty sure Central Lyon County costs are similar if not identical to ours, so we should save around \$11,000 to \$12,000 out the gate.

From the audience Mrs. Houts asked if there will be a reduction in staff.

Chief Hames said that he has reduced the Equipment Maintenance fund by \$10,000, and that has been drained quickly due to equipment breaking down. So they are stealing from Peter to pay Paul to stay within the existing budget. His requests for the next fiscal year will be to take any savings and put it back it to equipment maintenance. He asked if there were any question. There were none.

- 4) He reported that the 2012 Annual Report he writes every year and submits to the board was given to the Commissioner's two weeks ago, and it should be on the website by the end of the week, if Deny has time to get it posted for them. As well as the 2013 Business Plan that they have reviewed mutually, one on one will be posted on the county website as well.
- 5) Working with Cherie Nevin on a United We Stand Grant monies for two project requests;
  - a) Water Mapping System update to the Rainbow Bend area. Insurance Services Organization will now accept Electronic GIS Mapping Systems in lieu of flowing hydrant on the ground. Once this project is done they won't have to commit, many staff hours out flowing hydrant every year, it can be done by the GIS mapping. So it is a win-win for both that community and the Fire District.
  - b) Working with the Sheriff's Office to get security fencing at the jail around where they would put all the reserve, overflow equipment and dozer equipment. He asked if there were any questions. There were no questions.

Comptroller Hugh Gallagher

- 1) Reported that NAC 244 which applies to the quarterly financial statement that Mark Phillips has been looking for since 2006, has now been passed on to Department of Taxation for their review and should be final forth coming. His conversations with Department of Taxation are that they don't want to do anything; they just want to approve it. So he went ahead with our partner Advanced Data Systems and they created a report that will be hopefully be approved. He is hoping they will have that report within the next week or two.
- 2) He did want to speak on what Mr. Beach spoke on earlier about other counties and other counties being 55% of expenses for this county. He took that to heart and took it to Department of Taxation and asked them if this is really correct in your estimation and they said in their estimation it was incorrect. A reason it is incorrect is because in many of these counties we have they separate local governments that are not in their audit report. We have

35 special revenue funds and 30 funds within the general probably extending somewhere around 55,000 line items. But in those physical reports in those counties there is not anything attribute to those. He gave an example of the Fire District, there are Fire District that are outside the county boundaries that have their own special report and are not included in the county budget. So when Mr. Beach's analysis or whoever that may be, when you start looking at this its apples to apples you'll see a drastic difference.

Chairman Sjovangen called Mrs. Houts up. DA Maddox wanted to make a point to Chairman Sjovangen that this is Staff Reports not Public Comment. Chairman Sjovangen told her if she had a quick question for Mr. Gallagher she could ask a question.

Mrs. Houts questioned Mr. Gallagher in his comparison to apples to apples her question is to him are you comparing one human being to another human being does it resemble on how you form it. We have human beings its own structures and county has its own structures is it the same.

Community Development Director Dean Haymore

- 1) He introduced Stacey Bucchianeri as his Administrator Assistant he asked her to come up because a lot of what he was going to talk about she had done a lot of the work for and she should get praised for it. He has been working on raising business license and try to minimize the impact to raise the fees to help out all of Storey County, including Virginia City. His team and Stacey have worked together having numerous weekly meetings and done four or five different studies on how to do this. Washoe County, City of Reno, City of Sparks does their business licenses fees on gross receipts. We bring in a total business licenses fee including one time business application about \$142, 000.00 a year. We have a total of 853 business licenses in the county and out of county. City of Sparks Wal-Mart pays about \$250,000 for their business license alone. They did an analysis and he feels it's not fair to penalize businesses, some counties basis their fees on how many employees they have. They addressed a lot of different versions so they are asking permission to go to Public Comment and to the put in newspapers and on the internet. It should be in there by this week. The way they have to do this is by an impact study, it has to be in the newspaper for two weeks and take comments from the public on the impact. They have to write and present an impact study to the Department of Taxation. They are on tight timelines and are going to take a lot of work; Stacey will be doing a lot of the work. They have a notice ready to go for public newspaper today; in it will be the old business licenses and the Sheriff Fees with the new fees and old fees side by side. He feels they came up with a fair system; a couple of businesses are going to rise substantially. But the mom and pop stores will be about 2.5% or 2.25% it's not much it will go from \$115 to \$118 a year. Mr. Whitten asked Mr. Haymore not discuss any names due to it not being on the agenda. He let the public know they can come to him with any questions he is trying to raise a little money for Virginia City, Gold Hill area and Storey County. So again he is asking permission since this is not an agenized item for him and his staff put a legal notice on the website. They are doing mass mailing for all businesses in the TRI area, because they don't get the local paper.

Mr. Whitten asked the Board since this is not an agenized item if they had any heart ache about this to let them know by the end of the day and they will get in touch with Angela and pull the ad for it.

Mr. Haymore asked if there were any questions. There were no questions

- 2) Pat has asked him to step up and start working on Economic Development. He got a call from a realtor today working out of Chicago. He spent two hours showing him seven sites and of course we are in competing with Washoe County. He has a client willing to come out that is interested in putting a 500,000 sq. foot facility out there. So we are moving forward and trying to bring those in during these lean times He said it takes a lot of time to work with these companies to work with numbers and trying to make it work, then once approved to get them up and running in six months.
- 3) He again thanked Stacey publicly for all the hard work she has done on this.

Judy Cohen asked if he had addressed the temporary business license.

Mr. Haymore said the way his company runs in conjunction with the Fire Department, soon as they apply for a business license and for a temporary business license they come in and get the paper work. If they meet Fire and building requirements, he approves them to open their doors.

Mr. Whitten told Mr. Haymore that she was asking more on special events (temporary business license) Mr. Haymore said they are addressing those out of county licensures. He also explained if it's an event license that it is through Deny. He confirmed with Deny the fee for Special Event license being \$25.00. Deny said it depended on the size of the event. Deny takes care of all those licenses.

Chairman Sjovangen asked if there were any other questions. There were no other questions. He thanked both Stacey and Dean.

Community Services Director Deny Dotson

- 1) He handed out new updated version of their 2013 Event Card; they had to be reprinted for some good and bad reasons. He took his hat off to Piper's because a lot of the event promoters did not check with Piper's prior to booking it. They have several weddings and functions planned at Piper's, he said if you want to book Piper's you need to do it a year in advance or more. He said Toni was doing a great job.
- 2) This weekend we have the "Devil Made Me Do It" kind of theme event it's not completely organized but there are some bands and shops participating in it. Tried putting a pitch in social media trying to get people up here to the shops and spend the weekend. March 16<sup>th</sup> St. Patrick's Day ad will be unveiled at the next board meeting on February 14<sup>th</sup> they have a lot of fun with it. The new event promoter's Jess and Neil Horning are doing an outstanding job.
- 3) Last Thursday they had a social media workshop that VCTC sponsored, they had 34 local businesses represent themselves at the meeting, and there was only standing room only. They got exceptional feedback, it was well done and given great tools to help with your own business and communicate with VCTC.

Senior Planner/ Administrative Officer Austin Osborne

- 1) Comstock Mining will be announcing on February 11<sup>th</sup>, it will begin a sixteen hour shift, and will be operating from 7:00 am to 12 midnight 7 days a week; with trucks being on the highway from 7:00 am to 12 midnight. So they will be doubling the amount of haulage that they are doing now. Essentially, that is needed to move the amount of oar that is needed to be moved. In that process we anticipate a temporary situation; they are working with BLM on an environmental assessment process. BLM is going through the scoping process which they had one last week at Piper's and a meeting here at the Courthouse and with the Planning Commission. They are anticipating that this environmental assessment will be done by this summer 2013 or by the fall 2013. At that point they will issue a FONSI (Finding of No Significant Impact) if they don't have a FONSI they will have an EIS (Environmental Impact Statement) which is a full comprehensive Environmental Impact Assessment. In the meantime Comstock Mining is working very closely with the BLM on their color of title and it depends on what comes first the FONSI or EIS, which we don't know where it will go from there or the color of title is at the point when we get the trucks off the highway and on to lot 51 and they will work with whatever happens on that area. So we are looking at about a six week to eight month process for that particular situation.
- 2) A couple of Special Use Permits Applications that will be going to Planning Commission
  - a) Nature Conservancy they will be doing some river restorations down at the Tracy Power Plant area like they have done in the Truckee River area. They do meandering and create a natural river eco system.
  - b) Motocross expansion out at the Industrial Park.
  - c) Energy Company that essentially through cryogenic process that creates liquid natural gas which then creates energy. They will be going through the process more with the Planning Commission.
- 3) Working with the Dayton Valley Conservation District, Carson Water Sub-Conservancy District and Carson-Truckee Conservancy District, he is requesting a \$14,000 conservancy to send over to Dayton Valley Conservation District that money will then be working with us inter-locally to do our comprehensive Weed Abatement Program in 6 and 7 Mile Canyon, Gold Canyon, American Flat, Gold Hill and Virginia City. He will be sending out property notifications to everyone that lives on those particular parcels that this may take place and if anyone has any questions or concerns, he welcomed them to call him. Spraying should take place late spring to early summer depending on Dayton Valley Conservation District ties into their river restoration in the Dayton Valley.

County Manager Pat Whitten

- 1) Recognized Planning Commission Board Member John Herrington in the audience and told him he was sorry for the loss of his sister. He thanked him for being here.
- 2) Legislature kicked off yesterday and is in full blown session today, they were testifying in support of the CTX Bill in front of the Government Affairs. Government Affairs is also requested testimony on an abbreviated State of the County basis scheduled for late next week. Chairman Sjovangen will be attending, along with some of our lobbying delegation.
- 3) Monthly financials- he's been working with the new Commission and the whole board, there has been a request that we make a diligent effort to let you know how the County sits performance wise budget each month. Past four years our Comptroller has had a great report that he produces that gives him a great snapshot of every fund and every department

within that fund. Their target will be the 15<sup>th</sup> of each month to have that report out from the prior month, and release it to the Commission as part of the packet for public record.

- 4) Budgets-he will have an alternative suggestion on the table from Commissioner Gilman as we get down the agenda. They have now been in the budget process aggressively now since the first of the year. Anticipating a tentative budget hearing in April, so he would solicit any feedback you may have now, on an ongoing basis from a public perspective, our partners such as Fourth Ward School, Liberty Engine any one that needs help. We are anticipating at this stage stagnant revenues at the best, but that is a moving target. We can't really get our arms around the property tax revenues, until the State and County Board of Equalization are over.
- 5) On March 5<sup>th</sup> at the regular Commission Meeting, there will be training that is open to the public if you wish, conducted by Wayne Carlson from the Nevada Insurance Pool. He has a great program that he role out to the incoming boards about the requirement of NRS, Ethics, Open Meeting Laws and Effective Governments. Training will begin at 9:00 a.m. on the 5<sup>th</sup>. Is a public meeting that they plan on inviting the School Board, VCTC, any GID's, Planning Commission and anyone that are required to know the open meeting law.
- 6) Email transition- Only problem they are experiencing is if you are trying to e-mail an address to a cox or AOL account. It is because of our brand new license and hopefully it will be fixed by today. He let the public know that if they are trying to respond to us with an AOL or Cox account, we are unable to send any outgoing e-mails to these accounts. If you don't have one of these accounts and are still not receiving e-mails from us please check your spam folder to see if it's in there.
- 7) Governmental Employee Labor Union has notified us that they would like to negotiate portions of their contract which is set to expire June 30, 2013. They will be involved in dialogs and discussions with them the first part of March.
- 8) Announcement that our new Administrative Officer will be Austin Osborne. Mr. Whitten asked the clerk to correct or amend the minutes from Staff Reports that he is now our Senior Planner/Administrative Officer; he will be changing his job description as he will be wearing lots of hats but under the title of Administrator Officer. By keeping Austin Senior Planner it will keep Dean Haymore free to do more building issues and work harder on Economic Development. Mr. Osborne will be keeping existing staff over at Building Department, but anticipate we will possibly be hiring an entry level Planner for day to day planning. By making these two moves, saved the county over \$35,000.00 in salary alone plus PERS and benefits. Chairman Sjovangen congratulated Austin. He will be handling Human Resources, Health & Human Services and continue to do planning.

9. **DISCUSSION (No Action):** Presentation from Nevada Division of Forestry about the new State Fire Program.

Michael Klug, Regional Forester for NDF, said they are here to talk about significant changes in the Wildfire Program that NDF has to offer. They have had numerous meetings with Chief Hames, Pat Whitten and Chairman Sjovangen about the new program and have such a close working relationship in wild land fires with Storey County for so many years that they felt they should do the presentation on the State Fire Program at the commissioners meeting to let the other Commissioners know about it. He introduced Rich Harvey, Deputy State Forester that has been spear heading this effort, Dave Prather, Deputy Administrator, Greg Leiss,

Administrative Services Officer and Scott Rasmussen State Fire Management Officer. Mr. Klug handed out a copy of the new program. Rich Harvey gave a presentation on the new program (a copy of the presentation is available in the Clerk's Office for review.) He asked if there were any questions.

Mr. Whitten inquired if Governor Sandoval budget increased from the prior year, are those dollar amounts they talked about for the participation in the program in year one, still be stable for year two.

Rich Harvey said "yes" the difference for those numbers is for early adopters. They are taking different counties and jurisdictions, because it is open to all seventeen counties and every Fire Department across the State of Nevada. They didn't figure everyone would sign up by July 1, 2013, they figured that would adopt by 2014 and others just like Elko County are on track to sign up in 2015. So that number does not reflect any individual jurisdiction or counties distribution. It affects the growth of the actual program to include more jurisdictions.

Mr. Whitten was hoping that was his answer. Rich, Mike and the whole NDF team have moved heaven and earth to make this a positive team oriented transition. We are essential abolishing the 473 Fire District and becoming responsible for our own destiny but with great resources and backing. As he testifies as a paid lobbyist to five of our state delegations last Friday at the luncheon, this really couples the strength in organizations, local government and state. He thanked Rich because he knows he has been working on this or two years and he has done a great job. Rich appreciates our support.

Chairman Sjovangen said this is the best news he has heard in the last year or more. He added that at the Legislative luncheon last week there was a lot of support for this program. He told them we were tickled pink with this.

Janet Houts spoke from the audience she is very interested in this program and she would like to learn more.

DA Maddox commented about if you don't come up to the podium to speak you can't complain if the minutes don't reflect correctly what you said, because if you don't come up to the podium the tape does not pick up what you are saying.

Chairman Sjovangen thanked them and said we are ready to move ahead with it. Mr. Whitten said this is all subject to after the approval through the Legislative process is complete. Chairman Sjovangen said they will be pressuring them a little more this evening.

Vice Chairman McBride asked if they are finding any opposition regarding this at the Legislature against this program.

Mr. Harvey said "No" we've had some questions, but it's in his job description to get out and have these discussions, so if there are questions he can answer them. He feel they have built a program that can stand its own strengths and that it makes sense for local government and for the State of Nevada and that is a collaborate effort that we will get us there. But we don't expect



to see all seventeen counties and every fire jurisdiction by July 1<sup>st</sup>. Some people will have to see proof in the pudding that it does work. NDF and Storey County have been working on fires in general for over 50 years, we have a great system that works, we know each other and it works well. Our relationship he feels has enhanced. It gives our County more economy and it gives them the ability to enhance this system. They hope that others will look at that and eventually join in as we move forward.

Chairman Sjovangen said he knows they have Lyon, Carson, Douglas and Storey. We are ready to sign on the line right now. As soon as we can get that in a Committee and on the Governor's desk we are ready to go.

Mr. Whitten said we have offered that if DC & R and NDF need us we are available to lobby on their behalf if needed. Rich said they don't ask for Lobbyist. They just appreciate the support.

**10. DISCUSSION (No Action):** Presentation from Shaun Griffin about the update on Community Chests programs, Phase II of the Community Center and the library survey/plans for re-opening in the coming summer.

- 1) Shaun Griffin passed out a Library Survey and a save the date for CCI's annual "A Night to Imagine" benefit on March 22, 2013 from 5:30 pm to 8:00 pm. He said that at the last commissioners meeting a lot of department heads gave reports so he wanted to give an update and he has forwarded a financial report. He introduced Eric Schon, Deputy Director. In the fall they did a library survey regarding the usage of the library. They put it out to as many public venues as they could and online. They got 27 responses; he showed the responses on a pie grid (available in the Clerk's office). He feels they should have got a better response, but that's what you get on a public venue like this. He went over the questions:
  - a) Would you access library resources via personal computer if offered? 15 said yes and the rest were scattered across the others.
  - b) How often would you access the electronics library? 5 said biweekly and the rest were scattered.
  - c) Should the library be co-located in phase II of the Storey County Youth and Community Center? 11 yes and rest were scattered.
  - d) What other types of programs should the library Host? Primarily it was arts 17 yes

In the spring/summer they had 15 Librarians donate their time to go through and thin the collection. Half of the collection was returned to the High School Library, those books were returned there for possible usage and or donation. Remaining is a 3<sup>rd</sup> of the collection in storage. They hope to have the collection reopened in the summer pending approval of the Commissioner's and possible funding for part-time staffing. His wife just attended a conference on Library's and teens in Seattle. There are 100 different ways libraries across the nation that is approaching online access, alternative programing, teen programing and using as a public facility. She came back with more than enough information and many great ideas. He is open for suggestions. The save the date card he passed out for March 22, 2013, they plan on recognizing the Librarian's that donated their time for this. He said it was amazing that these were all paid Librarian's that donated their own time to do this.

Chairman Sjovangen asked if they got these surveys out to everyone in the county.

Mr. Griffin said he tried to get them in the County and School District boxes, newspapers and, on line. Mr. Whitten shared with him in the past when he has done surveys, there has been miserable response.

Chairman Sjovangen said this just confirms their decision to take the action that they did. It just doesn't seem like there is a lot of interest in it.

Mr. Griffin said he thinks it can be run different with a different focus. His hope is to get it back open with part time funding. He wants it to be a multi-use facility. If you look at it roughly there are 4 out of 10 kids in our school district that are eligible for food reduced lunches in the school district here, that should give some indication that can't afford internet access in their houses. He feels he we will need to have some kind of portable electronic devices to loan out to people and it might be possible to access the Moth Ball Bookmobile from Washoe County or make computer access available in those regions.

Mr. Whitten said when he toured the Carson City Remote Library in the Boys & Girls Club that the machine had it was a gift from a significant grant. He thinks it was a grant affiliated with some group in the Carson City area. The former Library Board tried for grants but were unsuccessful. We have not found any grant sources; he asked Mr. Griffin if they have found anything that might help us get through this process.

Mr. Griffin has not applied for anything at this point. There is grant funding through State Libraries systems and private funding to do this. They would have to go to someone in the electronic district to get the tablet and internet access side of it solved. He's confident it's something they can do. But he has not done it.

Mr. Whitten offered support from our Grant Officer Cherie Nevin to help him when he is ready to do it.

He apologized for the survey being small. He confirmed that CCI are only storing the collection they do not own it or are running it they just didn't want the books to get discarded.

- 2) Community Center-They have applied for 3 grants to get the formal plans done for Phase II, which will cost \$100,000.00. After that the remaining cost will be \$1,330,000.00. Which is the cost from the first phase; it will be 6700 sq. feet. They are getting more done because the underground work has already been completed. He is working with three private foundations to help fund the \$1,330,000.00 part of it. He is hoping to get this done in a reasonable amount of time 3 years is his goal. He is continuing fundraising to get this done.
- 3) Eric Schon updated on the programs:
  - a) Lockwood- Employment Case Program has really expanded, in the past they only had one case manager but now there are two and have expanded out to Silver Springs, Dayton and Lockwood. There is an employment case manager that goes down to Lockwood once a week and helps whoever needs help to find work. Sabrina has been working with Austin to see if there are any businesses that may need employees. They also will work with them if

they need Welfare applications or food. They have a case manager who is a mental health counselor go down once a month, it is either himself or his partner Adrian they meet primarily with seniors who are homebound for one reason or another. They make them feel not so isolated and connect them to whatever resources they might need.

- b) Vibrant Youth Programs is staying on the employment theme. They have an in school Program that started with only ten students here in Virginia City High School. They now have a total of three schools Virginia City High School, Dayton and Silver Springs with a total of 50 students. This program is run through Tamara Burnet they connect these students' up with resources to become successfully academically and they stay with them for the duration. If they enter the program as a sophomore they hound them and become there second parent making sure they are getting their exams in and doing whatever they need to get them think about their future and graduation. Out of School Youth program where also they help kids that are out of school either get their GED's and/or employment. They have 10 slots and are still recruiting for that program.

Mr. Whitten spoke on behalf of Mr. Osborne thanked them for helping us do what they do, so that we can work effectively with skill sets. Eric has helped us in couple of incidents where individuals may or may not need our help from our public guardian. He helped us professional in determining that.

Mr. Phillips said this is discussion only, the update on CCI. Back when Storey County closed the public library, he did his research and found that when counties don't have a public library, the state law requires the county to post a public access to the internet for public computers. Since then the county has failed to put up a sign for public access, the County Recorder and CCI have been forced to carry the burden. He's hoping in the upcoming budget year that public access of the internet is respected and funded. He said he spent 2 hours today looking up lobbying and lobbyist so he will see about the next item.

Mr. Whitten said that he wanted to add to that to that list VCTC has public access to the internet.

Mrs. Houts said she tried to call CCI 3 years ago to help find a job she said she was told, No because of her household income is above the poverty line.

Mr. Griffin said he is not clear on that and to come on back. They have never turned anyone away for the amount of money they have made. If a staff member said that they were mistake.

Mr. Osborn explained to Mrs. Houts that working with CCI the county we also work with Develop Education and Rehabilitation and Nevada JOIN through Washoe County and Carson City, City of Fernley and a host of other organizations that help them find jobs for individuals and it does not depend on anyone's income. If she was to come in he would direct her to an organization that could help her. He said he had two organizations this week come and ask him if he could help them find employees, within 3 days he had found them secure employment for those individuals. They are starting to work with other counties on this too. Mr. Osborne thanked everyone and especially Sabrina for helping him.

Mrs. Houts said she went to ProNet and attended the class and she was an Assistant Director of Education and she is still trying to get a job. She said she can with ProNets if they need her to.

DA Maddox wanted to make an observation on the next item #11 Resolution Setting of Salaries. It does not refer to any individual occupying that position. It just set that salary for that position. In an effort to avert any problems if you might want to comment on the salary or the position that is appropriate on this item. To comment on any individual person to occupy the position would not be appropriate. Couple reason it is not appropriate a) it is outside the scope what this resolution is about. b) If you speak about an individual you lapse into a violation of the Open Meeting Law. If you are going to be talking about the competence of a particular person you need to notify them that it is going to be taking place. Talking about the position and salary or just the position is appropriate to talk about.

**11. DISCUSSION/POSSIBLE ACTION : Resolution 13-366 Setting of Salaries of Elected County Officers and Employees fixed by ordinance or Resolution per NRS 245.043 for Elected Officials and NRS 245.045 for Appointed Officials.**

Mr. Whitten spoke on this, if typically comes up once a year usually takes place after first meeting of the fiscal year but, there are some changes that need to be done and one oversight that he would like to apologize for. Going over them individually there are 5 changes all together from the previous resolution that was passed:

- a) Administrative Officer- with the departure of Holli Kiechler her position has been restructured and saves on salaries. In this case we have lowered the grade on this position.
- b) Management Analyst I & II -have been adjust for market purposes and staff quality purposes.
- c) Government Affairs Director- position has already been filled and this sets the salary.
- d) Justice of the Peace- This has been an oversight and would like his apologies passed on to Justice of the Peace Herrington. For the past several years it has been the counties practice that statues sets the salary for Assessor, Commissioners, Clerk/Treasurer, District Attorney Recorder and Sheriff and are silent on the JP. For the last year we did not increase JP salary as we have previously done. That is why we are asking to reflect this affected January 2<sup>nd</sup> and this would correct the mistake with Justice of the Peace Herrington. And that was the day that the Government Affairs Director was functional as well.

Chairman Sjovangen asked if there were any question.

Mrs. Houts:

- a) Reviewing the resolution and analyzing, I find the administration officer being downgraded from 148 to 137 a total deduction \$19,285 (using the basic starting pay). Why downgrade the position when this grade 137 can be assigned as senior administration having the same role of duties as administration officer? It indicates the management has flip flop decision making.

- b) A reduction \$19,285 of administration officer position, the management is applying increase in pay of Justice of Peace -\$1,847, Management Analyst I 5,206, and Management Analyst II \$12,555. I am confused of this payroll increase and appreciate clarification. A copy of my analysis comparison report for your review.
- i) Justice of Peace - A new elected justice of the peace just start her job on January 7, 2013, has her performance proven for 29 days that entitle to the increment or because she work with the County Manager and District Attorney before her current employment.
- ii) Management Analyst I and II - The position Management Analyst I created December 2011 and filed by Ms. Jessie Fain. This position is so new (1 year and 1 month) that has not even go through the 10 scale payroll and now the management want to upgrade the position entitle \$5,206 payroll increment. Reviewing the duties of Management Analyst I, the duties involve with administration, human resource and finance department. How is her performance? If the management indicated her performance is good and entitle to this promotion, her analysis will indicate a different view of the county budget (reduction of expenses) nor increase community benefit. A good example is Mark Twain community - no benefit and services for all the years when the county revenue from \$4 million \$20 million.

I understand Management Analyst II position not create nor fill by anyone as Ms. Jessie Fain, why have the payroll administration adjust unless the county manager plan to promote her or employ additional staff?

- c) Government Affair Director - I sent an email to District Attorney copied to all commissioners, county manager and human resource department on January 31, 2013 requesting public documentation. I have not received the documents nor received any reply.

An overview of the resolution my analysis find, I sincerely hope the board will reject this resolution.

I am submitting my transcript including analysis report to reflect and attach to the minutes. (A copy of Mrs. Houts report is available in the Clerk's Office.)

Chairman Sjovangen told her they could not answer all those questions at this time. He asked if there were any more questions or comments

Mr. Phillips said he was going through Resolution 13-366 from the updated Resolution 12-348 which was passed by the Board of Commissioner's last year. He was trying to find the differences from last year. He found this is the first he has seen about the Government Affairs Director as of this morning it is the first time he actually had time to read the job description. Mark said it was a brand new \$30,000 job. Chairman Sjovangen tried to talk, but Mr. Phillips wanted to go over the job description.

Chairman Sjovangen told him we have all read the job description. Mr. Phillips wanted to know how it happened. When there has been someone appointed and there has been no discussion about the job description or salary until now. He said his 3 minutes were up and he will sit down before he ejected but he continued to talk about how bad this makes him feel especially after the circumstances.

Mr. Whitten told Mrs. Houts he would work with her on her questions and he answered Mr. Phillips

- a) Governmental Affairs- this has been a long standing direction from the prior board and has not been advised otherwise and that staff and day to day administration of the county falls on his shoulders. We do not take individual appointments. He believes the job description states that they are to report to the County Manager.
- b) Positions that are created and staff that is appointed are done through his office in conjunction with Human Resources and conjunction with the Comptroller and others.
- c) Lobbying from an economic stand point the answer is simple; we were paying someone to lobby for us at \$12,000 a year more than what we are paying this position. When he said "we" that is the School District and us, we were each paying \$6,000.00 more a year. This is saving the school and the county money. It was structured then internal hire, through partnered with the School District as we usually do.

Mr. Whitten answered Mrs. Houts by saying he will go back a couple of years and that it is just a matter of preference. Why don't we call it different then an Administrative Officer we try to keep things simple, this position has been known as Administrative Assistant Officer for many years. It's not saying we can't change. He was glad to see her hand out and would like to tell her that her hand out that is referencing Lander and Mineral County he agrees on per capita certainly there is a reason to take a look and that is fine, but that is where it needs to stop. We are not competing against Lander or Mineral to get the best employees.

Chairman Sjovangen asked if there were any more discussion before making a motion. There were none.

**Motion:** Approval of Resolution 13-366 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

12. **DICUSSION/POSSIBLE ACTION:** First reading of Ordinance No. 13-246 amending Storey County Chapter 2.04 to provide for the election of a chair and vice chair, changing the scheduling of meetings and adding special meetings of the board, amending the section on election districts for commissioners and providing for other properly related matters.

Robert Morris asked the Board to introduce this ordinance. Mr. Morris felt it was a great time to explain to the new board the procedures of the ordinances. He would like them to read the title completely before passing it. He read the tile of the Ordinance 13-246 to be passed. The reason for this is when they were going through Title 17 regarding any Board of Commission

ordinance he was looking at it and it didn't match NRS so he cleaned it up and brought it up to date.

Chairman Sjovangen asked if there was any comment. He reminded everyone this is the first reading. The hearing will be on the second reading of the ordinance.

Mrs. Houts asked when there was a hearing on this under the NRS 244.100 you are supposed to have a hearing can you tell us when the hearing is. Mr. Morris told her that this is the first reading

DA Maddox explained the new bill is being introduced now and the second reading will be when it is discussed.

Mr. Morris said it can be approved at that time or modified. They can have a second meeting if they want but if there are no problems with it they can approve it. It has to be published twice in order for it to become affected.

**Motion:** Approval of First reading of Ordinance No. 13-246 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

13. **DISCUSSION/POSSIBLE ACTION:** Pursuant to NRS 354.6245 and NRS 354.626 approve a corrective action report as it pertains to the function of Public Safety which applies to the Sheriff Department within the General Fund which had expenditures in excess of appropriations.

Comptroller Hugh Gallagher spoke on this item that was continued from last month. He would go through all the particulars again if he needs to. He continued with the corrected action that they are preparing for the Department of Taxation. The corrected actions on the items are:

- a) Corrected action on Payroll- this has been a ongoing county wide situation that we are going to correct now by now having overtime and call back on a separate line item with in the budget. Every month they will see the appropriate overtime. Each and every payroll period each department will have to list the overtime and the reason why. What will happen is they will give each department head an understanding of what is happening with our payroll.
- b) Leases- at this point the Sheriff is not under any leases or contracts. Should there be any future agreements we will take particular care to ensure they are properly budgeted for
- c) Capital outlay in this case that any large expense items need to be budgeted for the year of occupancy or delivery which means the year they are taking place. In this case when negotiations start the budget should be looked at first to see that it can be done with in this year and if it can, it should either be through financing or through augmentation. It will protect us from doing this kind of thing again in the future.

Mrs. Houts said she has reviewed records, she read a prepared statement

It is so outrageous the audited accounts being approved, fund applied on in he expenses and now seeking approval from the boar to transfer the fund approximately \$411,000 (\$60K+\$351K). Another word issued the checks and considered whether the payments (legal or illegal) justification in future.

Reviewing the Comptroller letter on the building acquired March 12, 2012, the acquisition cost total to \$443,774.53 (Building \$380,000 plus \$53,774.53 deposit) being expense out. I am confused the building is not condemned nor destroys to use, why write off. The accounting practice guideline indicate this building is tangible and should treat as fixed asset and yearly depreciation (replacement cost) write off as an expense - capital layout. Why is the down payment \$53,744.53 treated as expense which is payment building cost?

Further my investigation to the capital layout, two units of newly vehicles purchased in January and February 2012 also write off as expenses. Are these vehicles being sold or condemn? I understand from our Sheriff Jerry, these two vehicles are operating on the road.

The comptroller stated large expenses items need should be taken care and I do agree with him. Is the care proper taken in the appropriate way such as comply with the accounting/finance and other regulations? Have these practices - writing off big item expenses all the past years?

I am submitting my transcript to reflect in the minutes.

Mr. Gallagher answered by saying before we start the budget process, we go through fixed assets and tangible personal property which we are going to put in budget as capital outlay. We put in it there because that's how we expense it. We then take it from there and put it in fixed assets and, this isn't private industry his is governmental.

Chairman Sjovangen said we are going to vote on this quickly

Rick Bartshe Storey County outside Auditor, explained how you budget a capital outlay. He ended by saying everything was properly recorded.

Mr. Whitten wanted to state on the record that if this is administratively required by the Department of Taxation so be it. There was talk that possibly the Sheriff went over his budget. He said that the Sheriff is no more responsible for this then the man on the street and should be applauded for this because it got us out of leases and a great asset. That building has been renovated and modifies for pennies on the dollar. He said Sheriff Antinoro is very responsible for his general budget and jail fund budget. It was a great way for the District Attorney to save money and the Sheriff's Office and the county.

Mr. Whitten read a statement from Commissioner Gilman:

I would first like to applaud Storey County Comptroller, Hugh Gallagher, for his extensive report on the over budget line items mentioned and in particular for his address in detail the corrective steps needed and necessary for complying with State of Nevada Statutes. I believe this report format is a good one for future correction action reports.



This agenda item highlights some concerns I personally have with our current Budget Management process and now allows me the platform to express my concerns. My personal staff and I have reviewed every line item and every penny in the current budget. It appears to me the County has historically been using a "revenue-based budget" (RBB) budget process - meaning that as long as the county was spending less than it brought in, budget authority could be moved around "at will" between line items and even between departments. I understand this type of process was appropriate a few years ago when revenues for the County were low and the general fund was low.

In my opinion the "revenue" based budget process is no longer the best choice for our County especially in these uncertain economic times and considering our revenue is significant, and the economy is struggling. The process is more susceptible to allocation mistakes and the strong potential for inadvertent overspending in the various STOREY county departments. The action now before us is a representative example of the operation exposure created by the "revenue" based budget process and administration.

In addition, it appears to me that our current financial management structure provides no centralized budget oversight. This structure can be amended in our County Government organization and deliver immediate and positive results.

At upcoming meetings, I will be offering specific suggestions, through our County Manager and County Comptroller, to incorporate a "zero based budgeting" (ZBB) process to our County administration as well as centralized budget performance control, by line item.

This will facilitate ensuring (1) the budget as approved by the Commissioners is executed in accordance with their intent, (2) it will ensure that each year, each line item in the proposed budget, must be re-justified with solid information and data, and (3) it will provide better monthly and quarterly oversights for the Commission on budget performance, and most importantly (4) it will save the county money.

Mr. Whitten commented that he has sent Commissioner Gilman an e-mail regarding possible avenues to take in to the budget process and that there are certainly some statements he takes exception to for current budget oversight but the debate over zero based budgets vs. revenue based budgeting is certainly valid.

Sheriff Antinoro commented:

- a) That he had several meetings with Mr. Gallagher and County Manager Whitten about the budget and what got us here and the corrected actions. He doesn't necessarily agree and he knows Mr. Whitten doesn't either, they have all talked about this and it is what it is. He didn't go out and purchase a building and give the County the bill. The commissioners all knew about this from the beginning and everyone voted on it, he got the labor done, they opened the purse and bought the building.
- b) Overtime there are offsets in there that don't reflect on overages we have at least one grant and on special events the county has been reimburse for it or had paid a fee to the county

because of those overtime charges, those do not reflect and Mr. Gallagher does mention it in the corrected plan but those have not been in the offset in the actual expenditures.

- c) Lockwood Substation had no payment there he did have it; he put that figure in there. He'll go back to his worksheet, either it was allocated or it came from somewhere else. On the current budget year he has the purchase price for the 3 vehicles he bought that came out of computer lease, so he doesn't know what happened to the money that was budgeted for the Lockwood Office, but as it has been stated he got us out of it along with the modular space here. This is not an exception with Mr. Gallagher and Mr. Whitten or any gentlemen here, but he does take exception to the ability to provide budget oversight. He gets budget reviews regularly and deals with these gentlemen regularly on the budget.

Mr. Gallagher agrees with Sheriff Antinoro we are saving money and that it is win-win for all. He explained that we just need to let Department of Taxation know and explain why we are over budget; they are in control of the local county government budgets. If they don't agree with it then that is fine, we just need to explain it though.

Mr. Whitten agrees with Sheriff Antinoro that it was his idea and our execution. Sometimes we just need to do things and if Department of Taxation is going slap our wrists we'll take it. There is strong budget oversight in the County.

Chairman Sjovangen said it needed to be done and needed to be done quickly.

Vice-Chairman McBride asked Mr. Gallagher if the property wasn't for a specific department where would the expense have been charged to.

Mr. Gallagher explained and Mr. Whitten explained that a purchase like this would typically have come from the infrastructure account, similar to the Tunnel Six Project.

**Motion:** Approval Pursuant to NRS 354.6245 and NRS 354.626 approve a corrective action report as it pertains to the function of Public Safety which applies to the Sheriff Department within the General Fund which had expenditures in excess of appropriations.

**Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

## COMMUNITY DEVELOPMENT AND PLANNING

14. **DISCUSSION/POSSIBLE ACTION:** First reading of Ordinance No.13-247 amending Storey County Code Chapter 17.38 I-S Special Industrial Zone to update the chapter by adding allowed uses, to make changes consistent with Title 17, and providing for other properly related matters.

Mr. Morris read the title of the first reading of the Ordinance No.13-247. He is the reason they are going to need to approve this outside Title 17. When the original ordinance was put together he took Mr. Osborne paperwork from the Planning Commission and reformatted it in to an ordinance and he did lose 17.38 so he is here today to have commissioners introduce the

ordinance. It is consistent with the rest of Title 17 and it fills a small hole we left in it. It has been passed by the Planning Commission, so he feels there shouldn't be any problem with them redoing it. He feels at the hearing it would be appropriate for the approval. He and Mr. Osborne both made changes that they felt were appropriate, it's not that they didn't take advantage of it. The ordinances are going to be consistently worked and it's an ongoing process.

Mr. Phillips he said this needs no discussion today but he feels Mr. Gilman should excuse himself from voting on this as a conflict of interest. So is hoping by the second reading everyone can do their homework and talk to Lance and see if it qualifies as a conflict of interest.

**Motion:** Approval of First reading of Ordinance No.13-247 **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

**15. DISCUSSION/POSSIBLE ACTION:** Approval of 2013 Storey County Transportation Improvement Program (STIP) and direct Community Development and Public Works Department staff to present the STIP to the Nevada Department of Transportation (NDOT) and other appropriate state and federal agencies for local infrastructure funding and support.

Mr. Osborne explained that this STIP is nothing more than a Storey County Transportation Improvement Program. When we go for grant funding or we go to NDOT for funding to get us cooperation from NDOT. For example USA Parkway and other projects, these agencies and entities that want grant money they want the counties to have some kind of plan to list the most important improvements you want to see done. This is just an administrative thing to have to be done.

Mr. Whitten read a statement from Commissioner Gilman:

I have been in direct contact with Senator Harry Reid regarding item #1 on the STIP - the USA Parkway Extension. As you may know, TRI has been diligently processing the environmental clearance for this road for many years and the completion of this process is in sight. Sen. Reid, in a personal letter to me last week, indicated his full support for this project and he offered to assist in the process.

I ask this letter be read into the record and attached to the minutes of the meeting. (A copy of the letter is available in the Clerk's Office)

Yesterday, we were contacted by one of Sen. Reid's senior staffs who requested to meet with us on the project in order to see what assistance their office can provide. I will be meeting with the staffer, and sending Sen. Reid further information on the status of this project and specific requests for his engagement in the funding process in order to speed the funding for this road construction.

This project would (1) create construction jobs immediately upon funding of the project, (2) allow County residents along Hwy 50 corridor and in Virginia City, Gold Hill, Mark Twain, the

Highlands, and Southern part of the County access to jobs at TRI, and (3) energize the businesses in Silver Springs, the Silver Sprigs airport, Dayton, and Yerington.

January 28, 2013

Mr. L. Lance Gilman  
Tahoe Reno Industrial Center  
420 USA Parkway  
McCarran, NV 89434-5612

Dear Mr. Gilman:

Thank you for contacting me regarding transportation options in Silver Springs. I appreciate hearing from you.

I agree with you on the importance of connecting Silver Springs to the rest of Northern Nevada through increased road infrastructure projects, which will help create jobs. In fact, according to the Department of Transportation, every \$1 billion in federal funds (matched by state and local governments) saves or creates 34,700 jobs, and I remain committed to doing my part in the United States Senate to ensure Nevada receives its fair share of federal transportation appropriations.

As you know, the USA Parkway project will connect Interstate 80 in Storey County with US 50 near Silver Springs. The economy of Silver Springs plays an important role in Northern Nevada, and the need for roadways to connect workers to the Reno-Tahoe Industrial Park will play a key role in creating industrial and manufacturing jobs. In shipping options for the manufactures goods produced at the site.

Although I work to bring federal funding to Nevada in my role as your US Senator, many of the transportation priorities are established at the local level. Because federal funding may not be used for projects that are not approved on the State Transportation Improvement Plan (STIP), you may also wish to share your concerns about road projects in Silver Springs with the Nevada Department of Transportation (NDOT).

Currently, the USA Parkway project is in the environmental phase which includes the preparation and review of multiple alternatives to extend USA Parkway to U.S. 50 while satisfying the requirements of the National Environmental Policy Act (P.L. 91-190). In addition, the preparation of the preliminary plans for the selected alternative will be conducted. It is important to note that this phase is necessary in order to qualify for federal funding.

Again, thank you for taking the time to share your thoughts with me. If I can be of further assistance to you, please let me know.

My best wishes to you.

Sincerely,  
HARRY REID

United States Senator

Mr. Haymore also said he had a meeting a with NDOT to try to get us on this STIP so when he goes back in March he can start lobbying for \$50 million to start that process Mike has gone over this STIP and has added to it also. He is trying to get Lyon County to get a STIP too.

Mrs. Houts asked if we don't receive grant money do we have an alternative method of getting some funding.

Mr. Haymore said we have looked at the options and this is a hard one because majority of this is in Lyon County and we can't use Storey County tax dollars in Lyon County, it doesn't fit the development agreement on the reimbursement and Lyon County doesn't have any money. So the other option is developers driven. But if we put developer paid for we won't qualify for any more funding. So we are at a catch 22. We are going after federal funding, and the other thing we are going to do is make it an NDOT project and NDOT road because Lyon County doesn't have the money to maintain the road in their section or in their county, we own the section in our county so this is why we are going through this procedure. We are hoping to get Tiger Funds the developer has agreed to maybe do some rough grading to do the match of the Tiger Fund. We've been putting different projects together to look at that to see if we can meet the Tiger Fund, which is a 50% match.

**Motion:** Approval of 2013 Storey County Transportation Improvement Program (STIP) and direct Community Development and Public Works Department staff to present the STIP to the Nevada Department of Transportation (NDOT) and other appropriate state and federal agencies for local infrastructure funding and support **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

16. **DISCUSSION (No Action):** (Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center parcel map 2012-028 for TRI General Improvement District for Peru Water Tank #4, portions of section 14 and the E ½ of Section 15, T19N, R22E, M.D.M.

Mr. Osborne explained that the next 5 items are pursuant to the developer agreement; it is a courtesy to the County Commission to look at parcel maps that are taking place at the Tahoe-Reno Industrial Center per the developer agreement with them. He is open to any questions.

Mr. Whitten asked Mr. Osborne to read through each item since there are no action to be taken today on these that they are just notifications.

17. **DISCUSSION (No Action):** (Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center parcel map 2012-029 for Fama Dairy/Charter Communications in SW ¼ of Section 11, T19N, R22E, M.D.M

18. **DISCUSSION (No Action):** (Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center parcel map 2012-030 for TRI General Improvement District for Sydney Water Tank #3, within the SE ¼ of Section 2, and portions of Section 11 & 12, T19N, R22E, M.D.M
19. **DISCUSSION (No Action):** (Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center parcel map 2012-031 for TRI General Improvement District for USA Parkway Booster Station in portions of the SW ¼ of Section 35, T20N, R22E, M.D.M
20. **DISCUSSION (No Action):** (Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center parcel map 2012-032 for TRI General Improvement District for Clark Station Well Site in portions of the S ½ of Section 36, T20N, R22E, M.D.M

He said these maps will go right in for recording.

**21. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**

A. Rod Hall Licensed Products, LLC- General / 175 Wildhorse Canyon, McCarran

Community Development is requesting approval of Rod Hall License Product.

**Motion:** Approval of Rod Hall License Item A **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Chairman Sjovangen

**Vote:** Motion carried by vote (summary: Yes=2)

**BOARD COMMENT**

None

**ADJOURNMENT**

Meeting adjourned at 4:53 p.m.

Respectfully submitted,

By 

Dore Nevin, Deputy Clerk-Treasurer

# Claims

Rept: PR0510A  
Run: 03/22/13 09:29:51

STOREY COUNTY PAYROLL SYSTEM  
Check Register

Page 2  
PRELIMINARY

Payroll Type: Special      Check Date: 03/22/13      Period-end Date: 03/15/13      Payroll Groups:

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			1,994.75
Total Deductor Checks:			4,158.54
Total Employee Checks:			2,959.80
Total Employee Direct Deposit:			.00
Total Employee Deductions Transferred on Dir Dep File:			.00
Total User Transfer to Deductor:			1,376.25
Total Disbursed:			10,489.34

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER	_____	_____
TREASURER	_____	_____



Rept: PRO510A  
Run: 03/13/13 11:07:58

STOREY COUNTY PAYROLL SYSTEM  
Check Register

Page 4  
PRELIMINARY

Payroll Type: Regular      Check Date: 03/15/13      Period-end Date: 03/10/13      Payroll Groups: 1 2 3 4 5 6 7 8

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			40,811.74
Total Deductor Checks:			71,867.63
Total Employee Checks:			3,226.48
Total Employee Direct Deposit:			189,723.72
Total Employee Deductions Transferred on Dir Dep File:			3,265.77
Total User Transfer to Deductor:			24,409.00
Total Disbursed:			333,304.34

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER	_____	_____
TREASURER	_____	_____

Report No: PB1315  
Run Date : 03/21/13  
CHECK  
NUMBER

STOREY COUNTY  
CHECK REGISTER 3/22/13

CHECK  
TOTAL

74970 ADVANCED DATA SYSTEMS INC

74971 AIRGAS NCN INC

74972 ALPINE LOCK INC

74973 ALSCO INC

74974 AMERIGAS PROPANE LP

74975 STARCAP MARKETING LLC

74976 AT&T MOBILITY II LLC

74977 BALBOA CAPITAL CORP

74978 BANK OF AMERICA #2704

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
MONTHLY SUPPORT		3/22/13	64368	1,355.00
PAYROLL		3/22/13	64368	180.00
STATE BUDGET SYSTEM		3/22/13	64368	2,000.00
EMS SUPPLIES		3/22/13	64390	87.05
EMS SUPPLIES		3/22/13	64390	16.38
BALLFLD ELEC BOX KEYS		3/22/13	64437	10.00
ST 72 LAUNDRY		3/22/13	64391	8.68
ST 74 LAUNDRY		3/22/13	64391	8.81
ST 71 LAUNDRY		3/22/13	64391	17.25
SHOP LAUNDRY		3/22/13	64438	33.54
SHOP LAUNDRY		3/22/13	64438	39.96
CH LAUNDRY		3/22/13	64438	38.89
ACCT 201039552 TAX EXEMPT		3/22/13	64365	217.62
SKETCHING SOFTWARE MAINT		3/22/13	64479	310.00
775-291-2808 DEFIB		3/22/13	64392	37.38
COMPUTER RENT		3/22/13	64420	368.52
SOCIAL MEDIA WORKSHOP		3/22/13	64377	105.51
FUEL COMPANY CAR		3/22/13	64377	20.06
ORDER 645294004-001		3/22/13	64377	122.55
CALOOPS/RON JAMES PLAQUE		3/22/13	64377	150.00
PICTURE FRAMES/FOR AWARDS		3/22/13	64377	36.00
OYSTER FRY/RADIOS		3/22/13	64377	340.96
OYSTER FRY		3/22/13	64377	568.50
REFUND		3/22/13	64377	12.25
OYSTER FRY		3/22/13	64377	119.98
COMMISSIONER PHOTOS		3/22/13	64377	18.60
OYSTER FRY		3/22/13	64377	14.95
LAMINATOR		3/22/13	64377	124.01
OYSTER FRY SUPPLIES		3/22/13	64377	507.85
WEBRESTARUANY/OYSTER FRY		3/22/13	64377	43.26
CONSTANT CONTACT		3/22/13	64377	30.00
PUBLISHING/VISITOR GUIDE		3/22/13	64367	2,461.99
BARRELS O CANDY/MEETING		3/22/13	64367	28.81
PUBLISHING/ CREDIT		3/22/13	64367	65.01
MEETING EXPENSE		3/22/13	64367	30.05
INLINE COUPLERS/OUTLETS		3/22/13	64433	222.95
ACCIDENTAL PURCHASE		3/22/13	64481	6.44
IPAD AND KEYBOARD		3/22/13	64481	779.95
IPAD CASE AND COVER		3/22/13	64481	63.88
HOME DEPOT FRIDGE		3/22/13	64481	359.00
PROPANE		3/22/13	64429	3,434.21
REDWOOD TOXICOLOGY		3/22/13	64429	146.87
VACUUM		3/22/13	64429	99.94
BUILDING REPAIRS/MAINT		3/22/13	64371	193.01
FUEL COMPANY VEHICLE		3/22/13	64371	28.42
FUEL COMPANY VEHICLE		3/22/13	64371	54.50
RURAL ROUND UP		3/22/13	64371	85.00

3,535.00

103.43

10.00

147.13

217.62

310.00

37.38

368.52

2,461.99

28.81

65.01

30.05

222.95

6.44

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63.88

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74979 BOB BARKER COMPANY INC	OVERPAY RURAL ROUNDUP		3/22/13	64371	20.00-	
	BUILDING REPAIRS/MAINT		3/22/13	64371	22.98	
	RURAL ROUNDUP		3/22/13	64371	65.00	
	VISITOR CENTER SERVICES		3/22/13	64371	16.92	
	TRADE SHOW EXPENSE		3/22/13	64371	12.99	
	MATERIALS FOR PRESENT.		3/22/13	64430	63.39	10,033.25
74980 BURELL, SCOTT LEWIS	TOILETRIES		3/22/13	64422	140.00	140.00
74981 BURTON'S FIRE INC	FEB 28-MAR 13, 2013		3/22/13	64355	194.00	194.00
74982 CBS OUTDOOR INC	E74 WHEEL CHOCK		3/22/13	64393	242.96	242.96
74983 CELCO PARTNERSHIP	3/11/13-4/7/13		3/22/13	64358	527.00	527.00
74984 CFOA	WIFI FOR MARCH		3/22/13	64478	40.01	40.01
74985 CLARK PEST CONTROL	DUFRESNE		3/22/13	64469	75.00	75.00
74986 COCKERILL, CHARLES P	ST74 PEST CONTROL		3/22/13	64394	50.00	50.00
74987 COLLECTION SERVICE OF NEV	CONTRACT NEGOTIATION		3/22/13	64398	787.50	787.50
74988 COMMUNITY CHEST INC	GARNISHMENT DISBURSED		3/22/13	64427	8.45	8.45
74989 COMSTOCK CHRONICLE (VC)	EMPLOYMENT ASSISTANCE		3/22/13	64350	100.00	
	EMPLOY ASSIST/CHILDCARE		3/22/13	64350	2,624.06	2,724.06
	NOP		3/22/13	64468	130.00	
	MAR 1 EDITION		3/22/13	64369	143.00	
	MARCH 8 EDITION		3/22/13	64369	143.00	
	WAST TREAT PLNT 3/8 EDIT		3/22/13	64369	35.75	451.75
74990 COUSINS, JODI	REFUND		3/22/13	64482	169.94	169.94
74991 CRESTA, OCTAVIO A	FEB 28- MAR 13, 2013		3/22/13	64353	40.00	40.00
74992 ELLIOTT, LAWRENCE J	MAR 16 ENT. FOR OYSTER FR		3/22/13	64359	575.00	575.00
74993 FAIN, NICHOLAS A	2 DAYS		3/22/13	64472	250.00	250.00
74994 FARMER BROS CO	ACCT 5514124		3/22/13	64386	35.01	35.01
74995 FARR WEST ENGINEERING	VUEWORKS&MAPOFTIX-USACE		3/22/13	64347	2,465.00	
	WASTEWATER DESIGN-USACE		3/22/13	64347	17,390.31	19,855.31
74996 FERRELLGAS LP	26 SOUTH B STR		3/22/13	64440	287.84	
	26 SOUTH B STR		3/22/13	64440	464.23	
	WTR PLANT		3/22/13	64440	652.67	
	\$168.59 TOT PROPANE		3/22/13	64418	188.59	
	26 SOUTH B STR		3/22/13	64440	481.28	
	100 TOLL RD		3/22/13	64440	388.99	
	100 TOLL RD		3/22/13	64440	77.79	
	JAIL PROPANE		3/22/13	64395	276.99	2,798.38
74997 FLYERS ENERGY LLC	PW-UNLEADED & DIESEL		3/22/13	64441	1,749.53	

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74998	GRAINGER	LKWD-UNLEADED & DIESEL PW UNLEADED & DIESEL VCH FIRE- DIESEL LKWD UNLEADED & DIESEL		3/22/13 3/22/13 3/22/13 3/22/13	64441 64441 64441 64441	846.75 2,049.52 644.98 967.89	6,258.67
74999	HD SUPPLY FACIL MAINT LTD	PRESSURE GAUGE		3/22/13	64444	47.39	47.39
75000	HEMWASI, RENEE	TRAGENT NITRATE		3/22/13	64461	182.00	182.00
75001	HENRY SCHEIN	EMS SUPPLIES		3/22/13	64477	75.00	75.00
75002	HIGH DESERT MICROIMAGING	IMAGES-FILM BK 106-109		3/22/13	64435	425.32	425.32
75003	HOME DEPOT CREDIT SERVICE	DIGIT THERMOSTAT		3/22/13	64485	339.75	339.75
75004	HOT SPOT BROADBAND INC	VCH FIRE INTERNET VCH FIRE INTERNET		3/22/13 3/22/13	64442 64434 64434	24.97 79.00 79.00	24.97
75005	HYDRAULIC INDUSTRIAL SERV	FIRE WT74- HYD HOSE		3/22/13	64443	44.62	44.62
75006	IRON MOUNTAIN INFO MGT IN	NT147 MARCH2013 FILM STOR		3/22/13	64484	251.54	251.54
75007	ITI SOURCE LLC	COMPUTER 7 KEYBOARD OFFICE PROFESSIONAL		3/22/13 3/22/13	64462 64462	944.19 469.00	1,413.19
75008	JBP LLC	E71 VALVE E71 MUDFLAP		3/22/13 3/22/13	64399 64399	64.59 21.38	85.97
75009	KIMBALL MIDWEST	CABLE TIE, NUT, WASHER		3/22/13	64445	291.62	291.62
75010	L N CURTIS & SONS	PPE PPE		3/22/13 3/22/13	64401 64401	314.00 314.00	628.00
75011	LEND A CHEK	GARNISHMENT DISBURSED		3/22/13	64425	266.61	266.61
75012	LES SCHWAB TIRE CENTER CC	SO 56168 FLAT REPAIR		3/22/13	64446	16.25	16.25
75013	LIFE-ASSIST INC	EMS SUPPLIES EMS SUPPLIES		3/22/13 3/22/13	64400 64400	44.48 259.14	303.62
75014	MAATTALA, MARGARAT F	CLEAN ADMIN OFFICES CLEAN ADMIN OFFICES		3/22/13 3/22/13	64366 64366 64366	30.00 30.00 30.00	120.00
75015	MCCELLISTREM, JOSEPH E	WOODSON, KELLY		3/22/13	64491	1,050.00	1,050.00
75016	METRO OFFICE SOLUTIONS IN	HR BINDERS COPY PER TRIFOLDERS COPY PAPER OFFICE SUPPLIES WATER FOR COURTROOM BUSINESS LICENSE SUPPLIES		3/22/13 3/22/13 3/22/13 3/22/13 3/22/13 3/22/13	64372 64372 64372 64402 64490 64476 64463	80.42 99.73 115.50 31.26 5.49 338.74 285.87	

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75017	MICHAEL HOHL MOTOR CO	OFFICE SUPPLIES		3/22/13	64463	35.34	
		ECON DEV SUPPLIES		3/22/13	64463	79.61	
		SHEET PROTECTORS		3/22/13	64447	31.04	
		BINDER, SHEET PROTECT		3/22/13	64447	75.23	1,178.23
75018	MORGAN, DALE A	EX61990-RETAINER		3/22/13	64448	3.47	
75019	MOUNDHOUSE HARDWARE	EX53283-CLIMATE CONTROL		3/22/13	64448	330.00	333.47
75020	NC AUTO PARTS	VALUATION ERROR		3/22/13	64489	1,336.74	1,336.74
		GALV NIPPLE, LOCKNUTS		3/22/13	64449	46.57	46.57
		SHOP BACK UP LAMP		3/22/13	64450	76.99-	
		RTN TIRE TOOL		3/22/13	64450	66.75-	
		FIRE E74- WHEEL STUD		3/22/13	64450	44.70	
		SHOP BACK UP LAMP		3/22/13	64450	76.99	
		STOCK		3/22/13	64450	81.60	
		SVC TRK- TIRE TOOL		3/22/13	64450	29.67	
		SVC TRK- LINER		3/22/13	64450	105.31	
		EX28288-HOSE ENG COOL		3/22/13	64450	14.20	
		STOCK		3/22/13	64450	73.47	
		EX37707-		3/22/13	64450	76.67	359.87
75021	NEV ADMIN BLDG & GROUNDS	FEB WATER PURCHASE		3/22/13	64451	3,823.81	3,823.81
75022	NEV ADVISORY COUNCIL FOR			3/22/13	64474	20.00	20.00
75023	NEV HUMAN RESOURCES	CHILD PROTECTIVE SERVICES		3/22/13	64374	7,575.50	7,575.50
75024	NEV PUBLIC DEFENDER	PUBLIC DEFENDER		3/22/13	64466	14,108.55	14,108.55
75025	NEV TREASURER	VETERAN HOME-EXEMPTION		3/22/13	64487	83.75	
		VETERAN HOME-EXEMPTION		3/22/13	64487	83.75	167.50
75026	NEVADA BLUE LTD (RNO)	MO PORTAL MAINT		3/22/13	64406	50.00	
		DOUBLE PAID INVOICE		3/22/13	64405	43.35-	
		MONTHLY PORTAL FEE		3/22/13	64405	50.00	56.65
75027	NEVADA JOHNS LLC			3/22/13	64379	517.00	
				3/22/13	64379	89.00	606.00
75028	NEVADA SHERIFF & CHIEFS A	JERRY ANTINORO		3/22/13	64398	250.00	
		TAD FLETCHER		3/22/13	64398	250.00	500.00
75029	NEXTEL OF CALIFORNIA INC	PW-EXTRA PHONE 745-5345		3/22/13	64464	19.88	
		COMM DEVELOPMENT		3/22/13	64464	178.31	
		COMMUNICATIONS		3/22/13	64464	904.62	
		SERVICE DEPT		3/22/13	64464	42.12	
		PLANNING COMMISSION		3/22/13	64464	555.77	1,700.70
75030	OFFICE DEPOT INC	OFFICE SUPPLIES		3/22/13	64483	8.49	
		OFFICE SUPPLIES		3/22/13	64483	114.78	
		PLASTIC BAGGIES		3/22/13	64415	3.67	126.94
75031	ON THE SIDE GRAPHICS & SI						
75032	OVERHEAD FIRE PROTECTION	LETTERING/STAR		3/22/13	64421	169.00	169.00

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75033	PETRINI, ANGELO D	ANNUAL FIRE SPRINKLER		3/22/13	64407	332.00	332.00
75034	PITNEY BOWES GLOBAL (LEA)	FEB 28-MAR 13, 2013		3/22/13	64352	78.00	78.00
75035	PITNEY BOWES INC	ACCT 8000-9000-0738-4021		3/22/13	64373	1,219.99	1,219.99
75036	PONDEROSA STAMP & ENGRAV	DEC-MAR 2013 COMM OFFICE		3/22/13	64375	126.42	126.42
75037	POWERPLAN	M SMITH ACCOUNT TAGS		3/22/13	64403	14.00	14.00
75038	PRISM-NV, LLC	KEY		3/22/13	64453	20.50	20.50
75039	PROTECTION DEVICES INC			3/22/13	64432	4,552.50	4,552.50
75040	PURCHASE POWER	MAR 27, 2013-JUNE 26,2013		3/22/13	64361	75.00	
75041	R O ANDERSON ENGINEERING	RELOCATED RECEIVER		3/22/13	64452	25.00	
75042	RADFORD, SANDRA M	\$150 TOT REPAIR OF PANIC		3/22/13	64424	125.00	225.00
75043	RANDY RATHBURN	POSTAGE REFILL 02/05		3/22/13	64467	1,919.99	1,919.99
75044	RAY MORGAN CO INC (CA)	PROJECT 1978-001-13 NEPA		3/22/13	64389	1,750.00	1,750.00
75045	REMSA EDUCATION DEPT	FEB 28-MAR 13, 2013		3/22/13	64354	19.50	19.50
75046	RENO SPARKS CONVENTION &	GARNISHMENT DISBURSED		3/22/13	64423	178.13	178.13
75047	ROADPOST USA INC	ACCT 7758478657-EMG MGT		3/22/13	64376	414.00	414.00
		ACLS CARDS		3/22/13	64408	25.00	25.00
		FY 2012/2013		3/22/13	64351	6,250.00	6,250.00
		651478609		3/22/13	64378	51.93	
		622421629- ADM PHONE		3/22/13	64378	207.72	259.65
		SPRING 2013 ST. VIBRATION		3/22/13	64364	1,500.00	1,500.00
		EMS SUPPLIES		3/22/13	64410	199.00	199.00
		VC TOURISM COMM		3/22/13	64387	26.18	
		CLERK		3/22/13	64488	4.05	
		RECORDER		3/22/13	64488	5.84	
		FIRE (VC)		3/22/13	64488	4.51	
		PUBLIC WORKS		3/22/13	64488	5.36	
		SHERIFF		3/22/13	64488	21.69	
		JP		3/22/13	64488	2.99	
		SHERIFF		3/22/13	64488	2.57	
		COMPTROLLER/ADMIN		3/22/13	64488	1.67	
		FIRE/LOCKWOOD		3/22/13	64488	.38	
		FIRE (VC)		3/22/13	64488	4.11	
		COMMUNITY DEVELOPMENT		3/22/13	64488	6.70	
		ASSESSOR		3/22/13	64488	4.42	
		CENTRAL DISPATCH		3/22/13	64488	3.56	
		DA		3/22/13	64488	2.50	
		COMMISSIONER		3/22/13	64488	1.44	
		FIRE (VC)		3/22/13	64488	4.75	

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75051	SBC GLOBAL SERVICES INC	IT		3/22/13	64488	.75	103.47
75052	SIERRA AIR INCORPORATED	252-6412-COMMUNICATIONS		3/22/13	64380	4,865.17	
		847-1962 JOP		3/22/13	64380	58.03	
		ADJUSTMENT W/NO YP		3/22/13	64362	160.81	5,084.01
75053	SIERRA CHEMICAL COMPANY	HEATER		3/22/13	64404	3,544.00	3,544.00
75054	SIERRA CONTROL SYSTEMS	CONTAINER DEPOSIT		3/22/13	64454	74.00-	
		CHLORINE		3/22/13	64454	682.22	608.22
75055	SIERRA PACIFIC POWER CO	TANK RTU'S, SOFTWARE SUPT		3/22/13	64455	1,725.00	1,725.00
75056	SIERRA PEST CONTROL INC	1705 PERU DR (TRI)		3/22/13	64456	468.40	
		800 PERI RANCH RD		3/22/13	64381	252.42	
		104 S B ST UNIT GARAGE		3/22/13	64381	99.25	
		1000 PERI RANCH RD (PARK)		3/22/13	64456	24.24	
		LOCKWOOD MTR B		3/22/13	64465	1,004.23	
		ST74 FIREHOUSE		3/22/13	64465	259.15	
				3/22/13	64412	277.71	2,385.40
75057	SILVER STATE INDUSTRIES	JAIL PEST CONTROL		3/22/13	64409	100.00	100.00
75058	SIMON, TODD H	ANNUAL REPORTS		3/22/13	64473	5,346.00	
				3/22/13	64397	23.40	5,369.40
75059	SMITH POWER PRODUCTS INC	BOWLERS ,30 SEC VIDEO		3/22/13	64363	500.00	500.00
75060	SMITH, MONICA M	FIRE B71-KIT FILTER		3/22/13	64457	103.76	103.76
75061	SOCIAL ENTREPRENEURS INC	AMBULANCE BILLING		3/22/13	64411	398.10	398.10
75062	SPB UTILITY SERVICES INC	RNCOC CDBG 2012/13 GRANT		3/22/13	64348	1,425.11	1,425.11
75063	STAFFORD, MARK	OP SUPPORT		3/22/13	64458	3,312.96	3,312.96
75064	SUMMIT PLUMBING W LLC	CBOE HEARING 12 CASES		3/22/13	64480	2,662.50	2,662.50
75065	SUN PEAK ENTERPRISES	HAULED BUGS FOR SWR PLNT		3/22/13	64459	535.00	
		HAULED BUGS FOR SWR PLNT		3/22/13	64459	447.50	982.50
75066	SUNRIDGE SYSTEMS INC	FEB 28-MAR 13, 2013		3/22/13	64356	528.50	528.50
75067	TAHOE DOUGLAS FIRE PROTEC	COMPUTER ANNUAL SUPPORT		3/22/13	64428	2,025.00	2,025.00
75068	THREE GGG INC	ADKINS TRAINING		3/22/13	64413	160.00	160.00
75069	TRUCKEE MEADOWS WATER SYS	841 LBS RECPT 151		3/22/13	64486	1,295.14	1,295.14
		DRINKING WATER		3/22/13	64475	24.95	
		APRIL WATER COOLER		3/22/13	64460	49.90	
		WATER COOLER		3/22/13	64417	24.95	
		ST 72 WATER		3/22/13	64419	79.85	
		ST 71 WATER		3/22/13	64414	73.95	
		ST 74 WATER		3/22/13	64414	29.95	
				3/22/13	64414	34.95	

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75070	UNIFORMITY OF NEVADA LLC	ST 73 WATER		3/22/13	64414	55.45	373.95
75071	US BANCORP EQUIPMENT FINA	PEARMAN UNIFORM		3/22/13	64416	236.27	
		BARSALOU UNIFORM		3/22/13	64416	236.27	
		LARIVEE UNIFORM		3/22/13	64416	236.27	708.81
75072	US POSTOFFICE (VC)	COPIER LEASE ACCT-842499		3/22/13	64382	65.67	
		COPIER LEASE ACCT# 842499		3/22/13	64382	3,605.34	3,671.01
75073	VIRGINIA CITY TOURS INC	FEB 28-MAR 13, 2013		3/22/13	64470	200.00	200.00
75074	VISIONASP	WEB & DEVELOPMENT		3/22/13	64357	308.00	308.00
75075	WALKER & ASSOCIATES	LEGISLATIVE CONTRACT		3/22/13	64383	810.00	810.00
75076	WALLING, DOUGLAS	2 DAYS		3/22/13	64384	1,865.00	1,865.00
75077	WALTON'S INC	INDIGENT CREMATION		3/22/13	64471	250.00	250.00
75078	WANDER LAW PC	GARNISHMENT DISBURSED		3/22/13	64370	500.00	500.00
75079	WESTNET NEVADA LLC	ARRANGEMENT		3/22/13	64426	43.42	43.42
		EMAIL SERVER		3/22/13	64431	15.96	
		EMAIL SERVER		3/22/13	64431	899.00	
75080	WOOD, CORLISS	FRY LIQUOR LICENSE 3/1/13		3/22/13	64385	10.00	
		BLOOD/ENTERTAINMENT		3/22/13	64385	40.00	
		REIMB-HM DFT TOILET SEATS		3/22/13	64385	48.96	
		1/31/2013		3/22/13	64385	1.34	
		MONTHLY MEETING		3/22/13	64385	15.00	115.30
75081	WOODBURN AND WEDGE	REIMBURSE WITNESS FEE		3/22/13	64396	30.00	30.00
						CHECKS TOTAL	149,903.95



ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 149,903.95 CHECK DATE 3/22/13

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CONTROLLER  
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TREASURER  
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CHAIRMAN  
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COMMISSIONER  
-----  
COMMISSIONER

# Resolution 13-369

JIM WHEELER  
ASSEMBLYMAN  
District No. 39



DISTRICT OFFICE:  
P.O. Box 2135  
Minden, Nevada 89423-2135  
Office: (775) 546-3471

COMMITTEES:  
Member  
Judiciary  
Natural Resources,  
Agriculture and Mining  
Transportation


LEGISLATIVE BUILDING:  
401 South Carson Street  
Carson City, Nevada 89701-4747  
Office: (775) 684-8843  
Fax No.: (775) 684-8533  
Email: Jim.Wheeler@asm.state.nv.us  
www.leg.state.nv.us

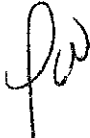
# State of Nevada Assembly

Seventy-Seventh Session

DATE: February 15, 2013

TO: The Churchill County Board of Commissioners  
The Douglas County Board of Commissioners  
The Lyon County Board of Commissioners  
The Storey County Board of Commissioners  
The Citizens of Assembly Districts 38 and 39

FROM:  Tom Grady  
State Assemblyman, District 38

 Jim Wheeler  
State Assemblyman, District 39

Once again, the Second Amendment to our Constitution is under attack. At the present time, Assemblyman Wheeler has written a bill [Nevada Bill Draft Request (BDR) 945] that will ensure the rights of Nevadans under our Constitution. This bill will be co-sponsored by Senators Settelmeyer and Gustavson, Assembly Members Ellison, Grady, Hickey and Fiore, as well as many others. This bill is based on the Wyoming Bills HB103, HB104, HB105, and will direct the Attorney General of Nevada to defend anyone arrested and prosecuted under any Executive Order that is in contravention to the Second Amendment.

Our founding fathers were plain spoken and very clear with what they meant when they wrote "...the right of the people to keep and bear Arms, shall not be infringed." No one, not even the President of the United States, has the right to limit, yet alone stop access to firearms or ammunition, nor limit the amount of these commodities a citizen may purchase. As has been proven many times in law, the Constitution of the United States takes precedence over any Presidential Executive Order and no President may usurp the separation of powers by writing law under the guise of a Presidential Order.

We have received numerous e-mails, calls, and letters from our constituents concerning this matter and asking us to defend our Second Amendment rights. We now call on you, our County Commissioners, to join us in this defense by passing a resolution affirming our rights and sending it on to our representatives in Congress.

**RESOLUTION NO.: 13-369**

**STOREY COUNTY BOARD OF COMMISSIONERS RESOLUTION TO PROTECT AND DEFEND THE  
CONSTITUTIONAL RIGHT TO KEEP AND BEAR ARMS**

**Whereas**, a government of, by, and for the people has long been a cherished American value and the foundation of our freedom; and We The People's fundamental and inalienable right to self-govern, and thereby secure rights to life, liberty, property, and the pursuit of happiness is guaranteed in the U.S. Constitution and the Declaration of Independence, and;

**Whereas**, the Second Amendment to the United States Constitution provides: "A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed," and;

**Whereas**, the Fourth Amendment to the United States Constitution provides: "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized," and;

**Whereas**, the Ninth Amendment to the United States Constitution provides: "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people," and;

**Whereas**, the Tenth Amendment to the United States Constitution provides: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people," and;

**Whereas**, the Nevada Constitution, Article 1 Section 11 declares: "Every citizen has the right to keep and bear arms for security and defense, for lawful hunting and recreational use and for other lawful purposes" and;

**Whereas**, the citizens of Storey County recognize their duty as law-abiding citizens to act in accordance with the U.S. Constitution and the Nevada State Constitution, and agree that the right to keep and bear arms shall not be infringed upon by any government or organization, political or otherwise.

**NOW, THEREFORE, BE IT RESOLVED BY THE STOREY COUNTY, NV BOARD OF  
COMMISSIONERS, as follows:**

**Section 1.** The citizen's representatives, Storey County, Nevada Board of County Commissioners, hereby call upon our state legislators, elected officials and United States Congressional Delegation to join with us in the affirmation of the rights of our citizens under the 2<sup>nd</sup> Amendment.

**Section 2.** All federal acts, laws, executive orders, agency orders, and rules or regulations of all kinds with the purpose, intent, or effect of confiscating any firearm, banning any firearm, limiting the size of a magazine for any firearm, imposing any limit on the ammunition that may be purchased for any firearm, taxing any firearm or ammunition therefore, or requiring the registration of any firearm or ammunition therefore, infringes upon our right to bear arms in direct violation of the Second Amendment to the Constitution of the United States, and therefore, any such law is not made in pursuance of the Constitution, is not authorized by the Constitution, and thus, is not the supreme law of the land, and consequently, is invalid in the State of Nevada.

**Section 3.** The Storey County Board of Commissioners supports the passage of Assembly Bill 196 in the 77<sup>th</sup> Session of the Nevada Legislature. Assembly Bill 196 Requires the Attorney General to bring an action to protect and secure certain constitutional rights of residents of this State under certain circumstances. A copy of the Bill is attached to the resolution.

**Section 4.** That copies of this Resolution be immediately transmitted to the President of the United States; the President of the United States Senate; the Speaker of the House of Representatives; each member of Congress from the State of Nevada each justice on the United States Supreme Court; the Attorney General of the State of Nevada the President of the Senate and the Speaker of the Assembly of Nevada's legislature; each individual legislator that represents our district in the State of Nevada; and the Sheriff of Storey County, NV.

ADOPTED, SIGNED & APPROVED this 2<sup>nd</sup> Day of April 2013

BOARD OF STOREY COUNTY COMMISSIONERS

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William Sjovangen, Chairman

ATTEST:

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Vanessa Dufresne, Storey County Clerk

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

# **Resolution 13-371**

**RESOLUTION NO. 13-371**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA SUPPORTING CONGRESSMAN MARK AMODEI'S BILL BEFORE THE UNITED STATES CONGRESS (H.R. 1167), ALSO KNOWN AS THE RESTORING STOREY COUNTY ACT, WHICH CONVEYS CLEAR SURFACE TITLE RIGHTS TO LAND POTENTIALLY CLAIMED BY THE UNITED STATES GOVERNMENT.**

**WHEREAS**, Storey County residents, business owners and officials are aware of historic concerns regarding potential land title conflicts between private ownership rights and the Bureau of Land Management; and

**WHEREAS**, potential flaws exist and originated during the recording and conveyance of property rights associated with the founding of the Townships of Virginia and Gold Hill dating back to the 19th century; and

**WHEREAS**, without clear indication of proper conveyance of surface rights from the federal government, property that has been sold over the subsequent century and a half for residential and non-mining related commercial use has the potential for clouded title questions; and

**WHEREAS**, for almost two decades, Storey County officials have been working with BLM officials to resolve these issues, but existing federal law has seemed to preclude a viable and fiscally feasible solution; and

**WHEREAS**, Congressman Mark Amodei, working with Storey County, found the key component to a potential resolution and has introduced H.R. 1167, also known as the Restoring Storey County Act, into the United States Congress); and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Storey County fully support Congressman Mark Amodei's bill before the United States Congress (H.R. 1167), also known as the Restoring Storey County Act, which conveys clear surface title rights to land potentially claimed by the United States government:

**PASSED, ADOPTED, AND APPROVED** the 2nd day of April, 2013.

Vote:

Ayes: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nays: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

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

William Sjovangen, Chairman

Storey County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Vanessa DuFresne, Clerk & Treasurer, Storey County



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**Bill Text**  
**113th Congress (2013-2014)**  
**H.R.1167.IH**

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**H.R.1167 -- Restoring Storey County Act (Introduced in House - IH)**

HR 1167 IH

113th CONGRESS

1st Session

**H. R. 1167**

To quitclaim surface rights to certain Federal land under the jurisdiction of the Bureau of Land Management in Virginia City, Nevada, to Storey County, Nevada, to resolve conflicting ownership and title claims, and for other purposes.

**IN THE HOUSE OF REPRESENTATIVES**

**March 14, 2013**

Mr. AMODEI introduced the following bill; which was referred to the Committee on Natural Resources

**A BILL**

To quitclaim surface rights to certain Federal land under the jurisdiction of the Bureau of Land Management in Virginia City, Nevada, to Storey County, Nevada, to resolve conflicting ownership and title claims, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. SHORT TITLE.**

This Act may be cited as the `Restoring Storey County Act'.

**SEC. 2. FINDINGS.**

Congress finds as follows:

(1) The Federal Government owns real property in Storey County in the State of Nevada.

(2) While the real property described in paragraph (1) is under the jurisdiction of the Secretary, some of the real property has been occupied for decades by individuals--

(A) who took possession by purchase or other documented and putatively legal transactions; and

(B) the continued occupation by whom constitutes a trespass on the title held by the Federal Government.

(3) As a result of the confused and conflicting ownership claims, the real property described in paragraph (1)--

(A) is difficult to manage under multiple use policies; and

(B) creates a continuing source of friction and unease between the Federal Government and local residents.

(4) All of the real property described in paragraph (1) is appropriate for disposal for the purpose of promoting administrative efficiency and effectiveness.

**SEC. 3. DEFINITIONS.**

For the purposes of this Act, the following definitions apply:

(1) COUNTY- The term `County' means Storey County, Nevada.

(2) FEDERAL LAND- The term `Federal land' means the approximately 1,745 acres of Federal land identified on the map as `BLM Owned - County Request Transfer'.

(3) MAP- The term `map' means the map titled `Restoring Storey County Act' and dated July 24, 2012.

(4) SECRETARY- The term `Secretary' means the Secretary of the Interior, acting through the Bureau of Land Management.

**SEC. 4. CONVEYANCE OF FEDERAL LAND IN STOREY COUNTY, NEVADA.**

(a) Conveyance of Federal Land in Virginia City- Not later than 60 days after the date of the enactment of this Act, the Secretary shall convey to the County, by quitclaim deed, all surface rights of the United States in and to the Federal land, including any improvements thereon. All costs associated with the conveyance under this section shall be the responsibility of the Bureau of Land Management.

(b) Applicability of Certain Laws- No conveyance or combination of conveyances made under this section shall be considered a major Federal action for purposes of section 102(2) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332 (2)) and the National Historic Preservation Act shall not apply to any conveyance made under this section or to the real property, including improvements thereon, so conveyed.

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# Storey County Public Lands Bill Map

South Storey  
County

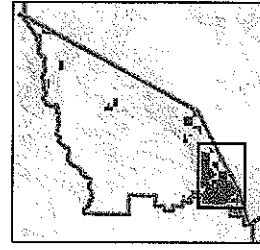


## Legend

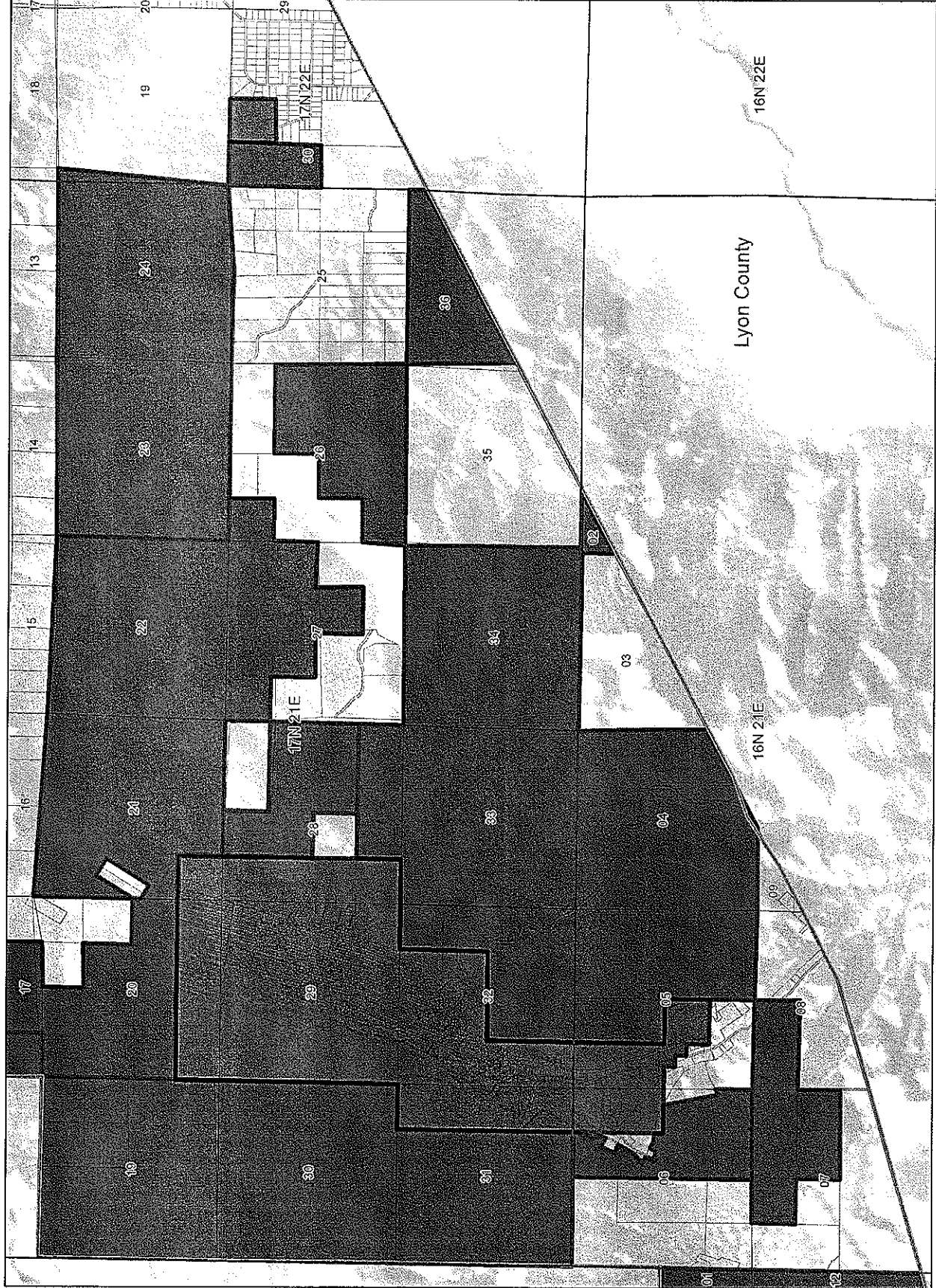
- BLM Owned
- BLM Owned -  
County Request Transfer
- Township Boundary
- Section Boundary
- Parcel Boundary
- County Boundary



0 0.25 0.5  
Miles



The data contained herein has been compiled on a geographic information system for the use of Storey County. The data is provided as a reference only and is not intended to be used as a replacement for the information source. All maps, maps, and maps are the property of Storey County and are not to be used for any other purpose.



**Authorize the County Manager to execute documents required to enroll in and provide benefits as provided for under the National Association of Counties (NACo) Dental Discount Program.**

# NACo Dental Discount Program



It's easy to **SAVE**  
on dental care!

**NACo and Careington have partnered to create an affordable dental discount plan for your residents.**

The NACo Dental Discount Program gives your county a great opportunity to offer your uninsured residents dental and orthodontics savings. The discount card allows people to save from 5% to 50% on routine dental care and 20% on orthodontics. Member counties of NACo can sign up for the program for free.

**There is a growing nationwide need for routine dental care and treatment.**

The Center for Disease Control and Prevention says that nearly one-third of all adults in the United States have untreated tooth decay. One in seven adults ages 35 to 44 years has gum disease. In addition, nearly a quarter of all adults have experienced some facial pain in the past six months.



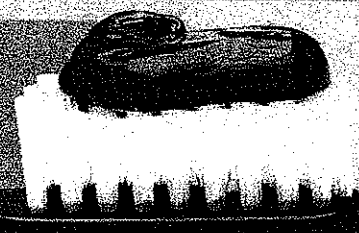
**The NACo Discount Dental Plan gives your residents several advantages in addition to savings:**

- Family membership includes all family members – your entire household!
- All discounts are available at time of service.
- Unlimited plan usage, with no administrative forms or waiting periods
- Significant savings on dental cleanings, x-rays, braces, dentures, crowns, root canals and more
- Discount dental plans are a great option for individuals or families on tight budgets but who still place great importance on their family's dental health and hygiene.
- The plan can complement health insurance plans or work with health savings accounts, flexible spending accounts and health reimbursement arrangements for maximum savings.

**With a simple program and immediate savings, you can help residents afford dental care.**

With the NACo Dental Discount Program, a county resident simply schedules an appointment with a participating dentist or specialist and presents the program membership card to receive a discount at the time of service. For a low monthly or annual membership rate, county residents have access to participating providers who have agreed to provide services at discounted fees. For individuals, the fee is \$59 per year or \$6.95 per month. For families, the fee is \$69 per year or \$8.95 per month. The plan is affordable and the savings are immediate!

**Sonoma County, CA reports  
a 98% satisfaction rating.**



{ County Logo }

## Dental Discount Program



Member Name: \_\_\_\_\_  
(please print your name)

Member ID: \_\_\_\_\_  
(Call (877) 154-NACo (6226) to get your member ID and dental network)

Dental Network: \_\_\_\_\_

Administered by  
**Careington**  
Insurance, Health and Financial Services

### Anyone can join and everyone can save!

There are no income restrictions and everyone is accepted.

There are no waiting periods or administrative forms. Your residents receive an unlimited number of visits to their provider and there is no penalty for pre-existing medical conditions.



Over 2,700 county residents from 30 counties  
have already joined!

### Sign your county up today!

For a list of providers in your area or to get additional information on the program, please contact the Membership Staff at 888.407.NACo (6226) or e-mail [membership@naco.org](mailto:membership@naco.org).

The NACo Dental Discount Program is NOT insurance, but it is a great way to help county residents save on dental care and promote dental health for themselves and their families.

Toll Free at  
**(888) 407- NACo (6226)**  
and ask for "membership"  
or email [membership@naco.org](mailto:membership@naco.org)



#### Disclosures:

**THIS PLAN IS NOT INSURANCE. THIS IS NOT A MEDICARE PRESCRIPTION DRUG PLAN.\***

This plan does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. The plan provides discounts at certain health care providers for medical services. The range of discounts will vary depending on the type of provider and service. The plan does not make payments directly to the providers of medical services. Plan members are obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount medical plan organization. You may access a list of participating health care providers at [www.searchforaprovider.com](http://www.searchforaprovider.com). Upon request the plan will make available a written list of participating health care providers. You have the right to cancel within the first 30 days after receipt of membership materials and receive a full refund, less a nominal processing fee (nominal fee for MD residents is \$5). Discount Medical Plan Organization and administrator: Careington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

The program and its administrators have no liability for providing or guaranteeing service by providers or the quality of service rendered by providers. This program is not available in Montana and Vermont. This plan is not currently available in Washington. \*Medicare statement applies to MD residents when pharmacy discounts are part of program.



Dear County Officials:

The NACo Dental Discount Card Program contract is attached in a separate file. **Please review the checklist in this document.** Incorrect checklists or contracts will result in a delayed implementation of the program.

***Please follow these directions carefully:***

1. Counties, Parishes, Boroughs **sign Schedule 4 of the contract** which attaches the county to the overall NACo contract.
2. Once signed, mail the Schedule 4 page and the checklist to:

Andrew S. Goldschmidt CAE, MBA  
Director, Membership Marketing  
NACo—National Association of Counties  
25 Massachusetts Ave, NW, Ste. 500  
Washington, DC 20001

3. Once the contract is received, our executive director will sign it and pass it on to Careington for final signature. A fully executed copy will be returned to you. You may start your internal planning process to promote the program.
4. While the final signatures are being completed, **please forward your logo or seal via e-mail to** [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org). (Or, if you prefer, you may have the brochures/materials and residents' cards simply read XYZ County) **Proceed to fill out the NACo Dental Discount Card Program Checklist.**

Careington will create proofs for your approval. **Once approved by your county**, Careington will then help you determine the amount of materials needed for your initial rollout of the program.

Please note, any non pre-approved press releases or other information to be distributed on the program must receive NACo and Careington written approval prior to use.

Please contact me if you have any questions or need further information. NACo looks forward to working with you on this exciting program!

Sincerely,

Andrew S. Goldschmidt, CAE, MBA  
Director, Membership Marketing

P.S. - Collateral materials are still being developed for the program and will be forthcoming once finalized. Please contact me at (202) 942-4221 or [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org) if you need assistance.

***The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.***





**\*This checklist is not part of the NACo contract, however, please return it with your signed contract.\***  
**\*Incomplete or incorrect checklists will delay implementation of the program\***

## NACo Dental Discount Card Program checklist

County Name/State: \_\_\_\_\_ Date contract returned to NACo: \_\_\_\_\_

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title \_\_\_\_\_

Address (w/ City, State, Zip) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail (We must have your e-mail address!) \_\_\_\_\_

Please choose a design for your discount cards: (**YOU MUST CIRCLE ONE**)

A. County Name (With state abbreviation)

B. Logo/Seal on cards

**If you choose to have a logo/seal, be sure to e-mail a black and white logo/seal to [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org). Please put ("County Name – LOGO") in the subject line.**

4. What is your county's current population? \_\_\_\_\_

Will you be needing promotional materials in Spanish? \_\_\_\_\_

5. Please provide a street address for delivery of materials. Promotional materials will be sent via UPS Ground. **NO P.O. BOXES!**

6. What is your county's web address (if available)? \_\_\_\_\_

Will this program have its own page? (Please provide) \_\_\_\_\_

What number would county residents call to get a brochure for a card? \_\_\_\_\_

Notes:





## DENTAL DISCOUNT PROGRAM AGREEMENT

THIS DENTAL DISCOUNT PROGRAM AGREEMENT (this "Agreement") is made this 15<sup>th</sup> day of December, 2011 by and among **NATIONAL ASSOCIATION OF COUNTIES**, a Delaware non-profit corporation (herein referred to as "Client"), **CAREINGTON INTERNATIONAL CORPORATION**, a Texas corporation (herein referred to as "**Careington**"), collectively referred to as the Parties, and, upon execution of an acknowledgement to this Agreement, **COUNTIES THAT ARE MEMBERS OF CLIENT** ("**Member Counties**").

### RECITALS

WHEREAS, Client is a national Association that provides an array of benefits and services to Member Counties and their residents; and

WHEREAS, Careington is in the business of establishing, building, consolidating, marketing and administering dental plans and other benefits through its own network of dentists and through agreements with other companies and distributors of healthcare benefit plans, products and services (each referred to herein as a "Benefit Provider"); and

WHEREAS, the Parties desire to enter into a relationship whereby Careington will provide through Client a discount dental benefits program (the "Program") to be marketed by Client, its Member Counties, or through Marketing Representatives (as herein defined) on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. **Definitions.** The following definitions of terms used herein shall have the meanings given them in this Section 1:

"Benefits Plan" means the dental plan described on Schedule 1 attached hereto and made a part hereof.

"Benefit Provider" has the meaning set forth in the Recitals to this Agreement.

"Confidential Information" has the meaning set forth in section 7(a) hereof.

"Customer" means a person who (i) has met the eligibility criteria under the Benefits Plan, (ii) is not delinquent in his or her payment obligations under the payment terms specified herein and (iii) is entitled to access the services provided under the Benefits Plan, and the dependents of such person.

"Disclosing Party" has the meaning set forth in Section 7(c) hereof.

"Eligibility Report" has the meaning set forth in Section 4(d) hereof.



“License Agreement” means the License Agreement entered into as of the date hereof by and between the Client and **Careington**.

“Marketing Fee” has the meaning set forth in Section 5 hereof.

“Marketing Materials” means any marketing, solicitation and fulfillment materials, pricing information, enrollment and billing procedures, including but not limited to printed materials, telephone scripts, and electronic media, that will be used to solicit or will be provided to Member Counties, Customers and prospective Customers, which refer to or describe (i) the Benefits Plan, (ii) any Benefit Provider, (iii) any service administered by Careington, (iv) any benefits to be provided in conjunction with the Benefits Plan, or (v) any service to be administered by a person or entity other than Careington.

“Marketing Plan” has the meaning set forth in Section 2 hereof.

“Member County Acknowledgment” has the meaning set forth in Section 2(f) hereof.

“Participating Provider” means a practitioner or provider of healthcare services or products pursuant to the terms of the Benefits Plan.

“Program” has the meaning set forth in the Recitals to this Agreement.

“Recipient Party” has the meaning set forth in Section 7(c) hereof.

“Term” has the meaning set forth in Section 11(a) hereof.

## **2. Obligations of Client.**

(a) Marketing Role. Client shall market the Benefits Plan to Member Counties pursuant to a marketing plan previously discussed with and approved by Client and **Careington** and attached hereto as Schedule 2 (the “Marketing Plan”). Client shall be fully responsible for its own conduct associated with the marketing of the Benefits Plan.

(b) Marketing Costs. Except as provided in Schedule 2, Client shall bear all of its own costs related to the marketing of the Benefits Plan to the Member Counties.

(c) Geographic Areas Covered. Client shall only market the Benefits Plan in geographic areas reasonably serviced by Participating Providers. Notwithstanding the foregoing, Client shall not market the Benefits Plan in the states of Vermont and Montana.

(d) Retail Fees. Client shall market the Benefits Plan at the retail fees set forth on Schedule 3 of this Agreement.

(e) Member County Acknowledgments. Client will require each Member County added after the date of this Agreement to execute an individual acknowledgement with Client and **Careington** in the form attached hereto as Schedule 4 (the “Member County”).



Acknowledgment") prior to the offer for sale of the Program to the residents of such Member County.

**3. Obligations of Client and Careington.**

(a) Materials. Client and Careington shall submit any Marketing Materials developed for the Benefits Plan, to the other party for approval, not to be unreasonably withheld. Client and Careington shall have fifteen (15) business days to review, edit or approve such materials. Notwithstanding the above, Client acknowledges that Marketing Materials may be required to be filed and/or approved in certain states prior to Client marketing in such a state, that such filings and subsequent review by such a state will require additional time, and that Careington shall not be able to approve such materials in such a state, until such time as Careington or Client receives written approval from the state. Client agrees to make necessary changes requested by Careington or a state and, if necessary, to submit those changes to Careington for resubmission to the state. Client shall not use any Marketing Materials prior to approval by Careington.

(b) Compliance with Laws. Client shall comply with all laws, rules and regulations in connection with the performance of obligations on the part of Client as contemplated hereunder.

**4. Obligations of Careington.**

(a) Dental Discount Card Program. Careington shall provide through Client the Program to be offered to residents of Member Counties. Pursuant to the Program, each Customer shall be entitled to receive discounts on certain dental services when using a Participating Provider. Careington represents and warrants that it and its Benefit Providers maintain a network of at least 60,000 Participating Providers.

(b) Participating Provider Charges and Networks. Careington shall use reasonable efforts to cause Participating Providers to accept as full payment for the services and products provided to Customers the agreed upon fees set forth in the Participating Provider agreement with Careington or the Benefit Provider. Participating Providers shall bill and collect from a Customer any applicable fees for goods or services provided to Customers and will not charge Customers more than the agreed upon discounted fees. Careington may, at its discretion, replace Benefit Providers with thirty (30) days written notice to Client.

(c) Best Pricing. Notwithstanding Schedule 2 hereto, in the event that, after the effective date of this Agreement, Careington charges any third party a retail annual membership fee for the Benefit Plan lower than the annual fees charged to Customers for the Benefits Plan pursuant to the terms of this Agreement, Schedule 3 shall automatically be deemed to be amended to reflect such lower retail annual membership fee for any new Customers acquired after the effective date of the new retail annual membership fee. Both Parties agree to renegotiate the Marketing Fee in the event of a membership fee reduction. In addition, the discounted provider fees under the Benefits Plan charged to Customers participating in the Program shall be no higher than the agreed upon fees charged to any third party for the Benefits



Plan, as set forth in any Participating Provider agreement with **Careington** or the Benefit Provider.

(d) Eligibility Report. **Careington** shall maintain, update and send to Client on a monthly basis, a membership and enrollment report by Member County (each, an “Eligibility Report”) showing enrollment and cancellation counts. Each Eligibility Report shall be provided in a format mutually agreed upon by Client and **Careington**.

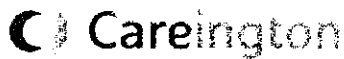
(e) Identification Cards. **Careington** shall, at its own cost, provide Customers identification cards (including replacement identification cards) identifying that such Customer is a participant in the Benefits Plan in addition to pertinent telephone numbers for access to customer service and any other benefits provided under the Benefits Plan. All identification cards shall bear the Client’s logo. In addition, at the request of a Member County, identification cards for Customers resident in a Member County shall also bear the name of such Member County.

(f) Customer Service. **Careington** shall, at its own expense, establish and maintain toll-free telephone lines for use by Customers for inquiries regarding the benefits associated with the Benefits Plan. Customer service lines shall incorporate interactive voice recognition (IVR) technology. Customers shall be afforded access to properly trained and supervised customer service representatives. The IVR system shall inform callers of their opportunity to transfer immediately to a customer service representative during regular business hours. Spanish-speaking representatives shall be on duty at all times that the customer service lines are staffed. **Careington** shall also assure telephone access for Customers who are hearing-impaired, by means of TTY/TDD devices or other means. **Careington** represents and warrants that its customer service call center complies with the standards shown in Exhibit 1. **Careington** shall not conduct outbound telemarketing to Customers, unless approved in advance by Client. In addition, **Careington** shall provide Client with copies of the results of any Customer satisfaction surveys performed by or on behalf of **Careington**.

(g) Customer Billing. **Careington** shall perform all billing, whether through preauthorized checking account withdrawals, credit card or other means. **Careington** shall accept payments from Customers in the form of personal check, money order, credit/debit cards and preauthorized checking account withdrawals. The Parties shall mutually agree on cancellation procedures to be followed in the event of non-payment of monies due.

(h) Financial Reporting. **Careington** shall prepare and maintain, on a current basis, in accordance with GAAP consistently applied, accurate and complete financial books and records and accounts of all transactions related to the Program, including such information as may be necessary to verify payments made or required to be made by **Careington** to Client under this Agreement.

(i) Right to Audit. **Careington** hereby grants to Client or its authorized representatives the right to review the books and records of **Careington** relating to the Program. Such inspections and audits may include, but shall not be limited to, a review of the payments made or required to be made by **Careington** to Client under this Agreement, sales experience and customer service. Client may exercise such right of audit during normal business hours and upon



reasonable notice to Careington. Careington shall cooperate with Client's auditor in the performance of any audit. Client shall be responsible for the cost of the audit unless the audit reveals a discrepancy of more than five percent (5%) in the amount of fees owing to Careington, in which case Careington shall be responsible for the cost of such audit.

**5. Marketing Fee.** As compensation for Client's marketing responsibilities, Careington shall pay Client a percentage of gross revenue collected based on the number of Customers as set forth on Schedule 2 from all Customers in the Benefits Plan (the "Marketing Fee"). Careington shall pay Client monthly, based on the number of Customers as of the last day of the month, as set forth on Schedule 2. Such monthly payment shall be made on or before the twentieth (20th) day of the following month such fees are collected. For purposes of this Agreement, "gross revenues" shall mean Careington's gross revenues collected under the program, less any charge backs, refunds or adjustments.

**6. Mutual Representations and Warranties.** Each party, including Member Counties, hereby represents and warrants to the others as follows as of the date hereof (or for a Member County, on the date of the Acknowledgment):

(a) Organization and Standing. It is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation and has the power and authority to own, lease and operate its assets and to carry on its business as it is now being conducted.

(b) Authorization. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly and validly authorized and approved by all requisite action and no other acts or proceedings on its part, including approvals, consents or authorizations by any of its stakeholders, are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby. This Agreement constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and the obligations of debtors generally and by general principles of equity, regardless of whether considered in a proceeding at law or in equity.

(c) Consents and Approvals. No consent, approval, non-disapproval, authorization, ruling, order of, notice to or registration with, any governmental or regulatory authority or any person, partnership, corporation, firm, trust or other entity is required on its part in connection with the execution and delivery of this Agreement or its consummation of the transactions contemplated hereby.

(d) Actions Pending. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against it or any of its properties or rights, by or before any court, arbitrator or administrative or governmental body, which action, suit, investigation or proceeding could reasonably be expected to impair its ability to perform its obligations under this Agreement.



(e) No Conflict or Violation. Its execution, delivery and performance of this Agreement and its consummation of the transactions contemplated hereby in accordance with the respective terms and conditions hereof do not and will not (i) violate any provision of its articles of incorporation, bylaws or other charter or organizational document, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of, accelerate or permit the acceleration of the performance required by, otherwise give any other contracting party the right to terminate, or constitute (with notice or lapse of time, or both) a default under, any contract or other agreement to which it is party or by or to which it or any of its assets or properties may be bound or subject, (iii) violate any order judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon it, or upon its assets, operations or business, (iv) violate any applicable Law that relates to it or to its assets, operations or business, which violation might impair its ability to perform its obligations under this Agreement, (v) result in the creation of any lien, charge or encumbrance on any of its assets or properties which assets or properties relate to its ability to perform its obligations under this Agreement; which in any of the cases referred to in the preceding clauses (i) through (v) would materially adversely affect its ability to perform its obligations under this Agreement.

(f) Financial Condition. It is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations, contingent or otherwise, which would cause it to become insolvent.

## **7. Confidentiality.**

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing representative lists, marketing strategies, Member County lists, Customer lists, Participating Provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as "Confidential Information"). For purposes of this Section 7, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party shall receive Confidential Information in confidence, shall use it solely for the purpose of fulfilling, and as necessary to fulfill, its obligations under this Agreement and shall not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party shall take appropriate measures to prevent its agents, employees and officers and directors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.



(c) All documents supplied by one party (the “Disclosing Party”) to the other (the “Recipient Party”), if any, pursuant to the provisions of this Agreement, including all copies or reproductions thereof, shall be returned to the Disclosing Party at the Disclosing Party’s request. Both parties agree that none of the documents provided by a Disclosing Party will be reproduced except for the sole purpose of performing its analysis. Both parties agree that upon completion of its analysis, all copies of material containing Confidential Information will be returned to the Disclosing Party, except as otherwise agreed between both parties in writing.

(d) In the event that the Recipient Party or anyone to whom the Recipient Party transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient Party shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient Party shall cooperate with the Disclosing Party in its efforts to obtain such remedies, but the Recipient Party shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient Party is legally obligated to disclose any Confidential Information, the Recipient Party shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

(e) Notwithstanding any other provision to the contrary, Confidential Information may be disclosed by a Member County in response to a request made pursuant to the Member County’s applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Careington with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Careington to object to such disclosures in accordance with Law.

## **8. Non-Solicitation; Non-Circumvention; Non-Compete**

(a) During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Client shall not, directly or indirectly, through or on behalf of itself or any other entity or individual, solicit or contract with, or attempt to solicit or contract with, any Participating Provider to provide goods or services to any Customer or to contract with or join any panel or network other than the Careington panel or network. Notwithstanding the foregoing, this provision shall not prohibit the Client or the Member Counties from entering into a Program with another entity that provides dental discount program services at anytime following termination of this Agreement.

(b) During the term of this Agreement, neither Client nor any of its Marketing Representatives shall, either directly or indirectly attempt in any manner to commercially circumvent, avoid, or bypass Careington in any transaction with any of Careington’s Benefit Providers in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to Careington had Client or the Marketing Representative included Careington in the transaction, unless Client or the Marketing Representative first obtains Careington’s prior written consent (which such consent may be given or withheld at Careington’s sole discretion). Notwithstanding the foregoing, this provision shall not prohibit the Client or the Member Counties from entering into a Program with





another entity that provides dental discount program services at anytime following termination of this Agreement.

(c) At no time shall Client contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis for resale by such third party on a retail basis to any consumer or on a wholesale basis to another marketer or provider of such services or benefits.

(d) During the term of this Agreement, **Careington** shall not market or administer a similar discount dental benefits program through any of the following organizations: International City/County Management Association, the National League of Cities and the United States Conference of Mayors.

(e) During the term of this Agreement, other than pursuant to this Agreement, **Careington** shall not directly or indirectly market or administer a discount dental benefits program for any county in the United States that is a member of Client.

(f) The provisions of this Section 8 shall survive termination of this Agreement.

9. **Independent Relationship.** No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between Client and the Member Counties, on one hand, and **Careington**, on the other hand, other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The Parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither Party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, or to represent that it has the power or authority to do so. Neither of the Parties to this Agreement nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other Party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other Party. Neither **Careington** and the Member Counties nor Client is authorized to represent the other for any purpose whatsoever without the prior written agreement of that Party.

10. **Subcontractors.** **Careington** may not subcontract the Program or the Participating Provider network to any third party without the prior written consent of Client.

11. **Term.**

(a) This Agreement shall be effective as of the day and year first written above and shall continue for a term of thirty-six (36) months (the "**Term**"). This Agreement shall automatically renew for one-year periods, unless sooner terminated pursuant to the terms stated below.

(b) Client may terminate this Agreement upon thirty (30) days prior written notice if the size of the network of Participating Providers maintained by **Careington** and its Benefit Providers fall below 60,000 access points.



(c) Either Client or **Careington** may terminate this Agreement upon ninety days (90) days prior written notice to the other for any reason.

(d) Either Client or **Careington** may terminate this Agreement upon thirty (30) days prior written notice to the other in the event of a material breach of this Agreement that remains uncured thirty (30) days after such notice. If either Client or **Careington** repeats a material breach, the agreement may be terminated immediately.

(e) Either Client or **Careington** may terminate this Agreement at any time without advance written notice upon the occurrence of a bankruptcy event. A bankruptcy event occurs if:

(i) the other party suspends or goes out of business, substantially reduces business operations, becomes insolvent or unable to meet its debts as they mature, calls a meeting of its creditors, sends notice of a proposed bulk sale of all or a substantial part of its assets, sells all or substantially all of its business, makes any general assignment for the benefit of its creditors, or initiates a voluntary bankruptcy proceeding; or

(ii) any petition is filed by the other party initiating a bankruptcy, reorganization, or other proceeding under any provision of the U.S. Bankruptcy Code or similar law or such a proceeding is filed against such party and is not removed or discharged within sixty (60) days after the filing thereof, or

(iii) a receiver or trustee is appointed for the other party or for any or all of its property.

(f) Client may terminate this Agreement upon ninety (90) days prior written notice to **Careington** in the event that a single non-affiliated party, or a single group of non-affiliated parties, either directly or indirectly, acquires control of **Careington**. For purposes of this Agreement, the term "control" shall mean either the beneficial ownership by a single non-affiliated party, or a single group of non-affiliated parties, of more than 50% of the voting securities, on a fully-diluted basis, of **Careington**;

(g) Either Client or **Careington** may terminate this Agreement at any time without advance written notice upon the occurrence of a termination of the License Agreement.

(h) In the event that **Careington** terminates this agreement pursuant to clause (d) above, **Careington** may continue to service existing Customers, and, for a period of one year following the date of termination of this Agreement, Client shall not directly target Customers to enroll in a similar Benefits Plan. All Marketing Fees payable to Client shall be discontinued upon termination of the Agreement.

**12. Advertising Reference; Tradenames.** No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of **Careington** or Client shall be released without either **Careington** or Client's prior written consent, as applicable. Subject to the terms of the License Agreement, neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

### 13. INDEMNITY.

(a) To the extent permitted by Law applicable to Client and the counties that are members of the Client, Client and Member County shall indemnify and hold harmless Careington and its officers, directors, employees, agents, successors, and assigns (collectively Careington Indemnitees) for, from and against any damages, costs, or attorney's fees, actually incurred by Careington or a Careington Indemnitee, as the result of a third party claim that Client or Member County, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Careington Indemnitee has acted in a manner that is consistent with this Agreement, the Dental Discount Program and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent that any applicable Law prohibits a Member County from providing such indemnification. To the extent permitted by applicable Law, Careington shall indemnify and hold harmless Client and counties that are members of the Client and their officers, directors, employees, agents, successors and assigns (collectively Client Indemnitees) for, from and against any damages, costs or attorney's fees, actually incurred by any Client Indemnitee, as the result of a third party claim that Careington, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Client Indemnitee has acted in a manner that is consistent with this Agreement, the Dental Discount Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as granted by a court or state law.

(b) Each Party shall notify the other Parties of any claim, demand, suit or threat of suit for which it intends to seek indemnification under this Section promptly upon receipt of notice of any such claim, demand, suit or threat of suit. No party will settle an indemnification claim without the consent of the indemnified Party or Parties, which consent shall not be unreasonably withheld or delayed.

(c) The provisions of this Section 13 shall survive termination of this Agreement.

14. Insurance. Client and Careington shall maintain and provide proof, upon request, to the other of such insurance policies or program of self-insurance as are reasonable to insure itself and the other from any and all claims resulting from any action taken or failure to act by the insured party or its employees or agents pursuant to this Agreement. Client and Careington each shall provide the other with a copy of its insurance certificates by the effective date of this Agreement, and shall notify the other immediately if any such policies lapse or are terminated or if any coverage amount is reduced

15. Limitation on Damages. No party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach of a covenant or representation made hereunder, even if it is advised of the possibility of any such damages.

16. Notices. Any notice to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered upon personal delivery against written receipt,



delivered by air courier against written receipt, transmitted by facsimile against written receipt or when mailed by certified mail with return receipt requested and postage prepaid. Facsimiles shall be sent to such party's facsimile number set forth on the signature page of this Agreement (or for a Member County, the Member County Acknowledgement), which number for notice may be changed by either party by written notice under this Agreement. The mailing address for air courier and certified mail shall be such party's address set forth on the signature page of this Agreement (or for a Member County, the Member County Acknowledgement), which address for notice may be changed by either party by written notice under this Agreement.

17. **Amendments.** Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by **Careington** and Client.

18. **No Third Party Beneficiaries.** This Agreement is entered into by and between Careington, Client, and, upon execution of a Member County Acknowledgement, certain Member Counties, and for their sole benefit. There is no intent by any party to create or establish third party beneficiary status or rights or their equivalent in any Customer, Participating Provider, Benefit Provider or other party which may be affected by the operation of this Agreement.

19. **Nonassignability.** No party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided however, that no such consent shall be required in the event of an assignment to a parent or wholly-owned subsidiary of **Careington**; provided that no assignment or delegation of rights or duties under this Agreement shall have the effect of relieving the assignor of any obligation or liability under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section 19 shall be of no force or effect.

20. **Force Majeure.** No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any Act of God, any governmental requirement, war, insurrection, the elements, strikes or labor disputes, or other cause beyond the control of such party. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other parties of the nature and extent of any such condition referred to in the preceding paragraph, and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

21. **Severance of Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part hereof and the remaining provisions shall remain in force and effect, unaffected by such severance.

22. **Waiver.** The waiver by any party of any breach of any provision, warranty, or representation set forth in this Agreement shall not be construed as a waiver of any subsequent




breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative.

23. **Counterparts.** This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.



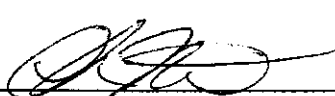
IN WITNESS WHEREOF, undersigned have executed this agreement as of the date first written above.

**NATIONAL ASSOCIATION OF COUNTIES**

By:   
Name: Larry E. Naake  
Title: Executive Director  
Date: 11-15-11

Address for Notice: 25 Massachusetts Avenue, N.W.  
Suite 500  
Washington, DC 20001  
Telephone:  
Facsimile: 202-393-2630

**CAREINGTON INTERNATIONAL CORPORATION**

By:   
Name: Charles R. Misasi  
Title: Senior Vice President  
Date: 11/28/11

Address for Notice: 7400 Gaylord Parkway  
3<sup>rd</sup> Floor  
Frisco, TX 75034  
Telephone: 972-335-6970, Ext. 2900  
Facsimile: 972-335-6620



**SCHEDULE 1**

**Summary of Benefits Plan**

**Careington Dental POS Maximum Access**

**with**

**Aetna Dental Access Network**

**SCHEDULE 2****Marketing Plan****Membership Plan Pricing:**

Annual Pricing: \$59 Single/\$69 Family

Monthly Rates Available: \$6.95 Single/\$8.95 Family

Waive initial non-refundable \$20 processing fee

**Marketing Fee:**

9% of Careington gross revenue collected under the Program

**Implementation of Marketing Materials:**

(Provided at Careington's cost)

Implementation, System Set-Up, Compliance

Ad design, Client program website, lead kit and fulfillment creation (Client co-brand):

Design/layout/copywriting of Materials:

- Email
- Take-One's
- Newsletter Articles
- Careington initial and periodic Press Releases

**Production of Materials (Client and Member County Co-brand)\*:**

Posters:

12" x 18", Lightweight Poster Stock (4/0), \*\*Digital\*\* Not offset Take-One's (4-color) \$.35 each, plus shipping

Take-One Holders

\$3.00 each, plus shipping

Take-One Holder Insert

\$.30 each, plus shipping

\*For purposes of this Agreement, "co-brand" means inclusion of the Client's name and logo and the Member County's name (but not logo).

At its own Cost, Careington also shall provide each Member County with Take One brochures in an amount equal to 1% of the Member County's population (or such smaller amount requested by the Member County) with a cap of 5,000 per Member County and the following (depending on the population of the Member County):





## **SCHEDULE 2 (continued)**

### **Marketing Plan**

Population     0 to 150,000 - 10 Brochure Holders (also known as "take ones") & 10 Posters  
                     150,000 to 400,000 - 15 Brochure Holders and 15 Posters  
                     400,000+ - 20 Brochure Holders and 25 Posters

Careington shall make all or a portion of such materials available in Spanish at the request of a Member County.

On an annual basis, at the request of each Member County, Careington shall, at its own cost, provide each Member County with replacement materials in a reasonable amount requested by the Member County; provided that Careington shall not bear the costs of providing such materials if the Member County's sales rate in the prior calendar year was less than 1% of the number of brochures distributed to such County in its previous brochure shipment. In the event a Member County orders materials in excess of the amounts provided above, such Member County will bear the full cost of such materials at the pricing below or in effect at the time of the order:

Additional Take-One's:

1,000 - \$150  
2,000 - \$300  
5,000 - \$750  
10,000 - \$1500

Additional Posters: \$1.00 each  
Reprints exclude shipping costs

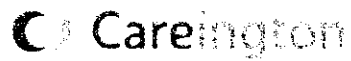
#### **Additional Implementation Costs:**

Client requested County Selection Drop Down Menu to identify the source of enrollments coming from non-participating Counties:

Set-Up fee to be charged against Client Marketing Fee: \$4,500 one-time

#### **County Administration Portal (replaces marketing CD's)**

- Online access to all marketing and program materials
- Provider Count by County and State
- Plan website access: [www.nacodentalplan.com/Admin](http://www.nacodentalplan.com/Admin)
- Provider search links
- Webinars – Plan design, How to use portal
- FAQs – How to use plan, Rollout procedures, etc
- Downloadable contract
- Materials order and reorder request form
- Logo upload



### SCHEDULE 3

#### Benefits Plan Retail Fees

*Rates are monthly unless otherwise noted.*

Plan	Products	Customer Only	Customer Plus 1	Customer /Family	Processing Fee*	Brand Name
A	Annual—Dental	\$59	\$69	\$69	\$0	Careington
B	Monthly—Dental	\$6.95	\$8.95	\$8.95	\$0	Careington
C						
D						
E						
F						
G						
H						
I						
J						

**\*\$20 non-refundable fee, waived for residents of participating Member Counties**

**Is this a private label? No**

**If yes, under what name?** \_\_\_\_\_

**SCHEDULE 4**  
**DENTAL DISCOUNT PROGRAM ACKNOWLEDGMENT**

THIS DENTAL DISCOUNT PROGRAM ACKNOWLEDGMENT (this "Acknowledgment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among **NATIONAL ASSOCIATION OF COUNTIES**, a Delaware non-profit corporation (herein referred to as "Client"), **CAREINGTON INTERNATIONAL CORPORATION**, a Texas corporation (herein referred to as "Careington"), and, \_\_\_\_\_ ("Member County"). Reference is made to the Dental Discount Program Agreement dated as of \_\_\_\_\_, 2011 (the "Agreement") among Client, Careington and, pursuant to this Acknowledgment, Member County whereby Client has engaged Careington to provide services related to a dental discount program for Client, its Member Counties and residents of Member Counties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

Member County does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as a Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party to the Agreement.

Member County will recommend the Program to its residents and will support the Program by distributing Marketing Materials provided by Client. The form of distribution of the Marketing Materials shall be determined between the Client and the Member County and, at a minimum, shall include prominent placement of Marketing Materials in appropriate Member County office locations. Member County shall not be permitted to make any modifications to Marketing Materials or to develop its own Marketing Materials without the express written permission of the Client and Careington.

Member County acknowledges and agrees that Client and Careington may amend all or any portion of the Agreement, and Member County hereby agrees to be bound by any such amendment. If such amendment is adverse to Member County or its resident Customers (as defined in the Agreement), Member County may, within ninety (90) days of receiving such notice from Client, terminate its participation in the Agreement and this Acknowledgment by giving prior written notice to Customer and Careington. In any event, Member County may, after providing ninety (90) days prior written notice, terminate its participation in the Agreement and this Acknowledgment. Upon Member County's termination of its participation in the Agreement and this Acknowledgment, Member County shall immediately cease the distribution of any Marketing Materials and shall return all Marketing Materials to Client.

Notices required to be provided hereunder shall be provided in accordance with Section 16 of the Agreement.

Client and Careington, by their signatures below, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement and this Acknowledgment. By signing this Acknowledgment, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

**NATIONAL ASSOCIATION OF COUNTIES**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CAREINGTON INTERNATIONAL CORPORATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MEMBER COUNTY:**

\_\_\_\_\_  
(County Name)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT 1**

### **PERFORMANCE STANDARDS**

Careington's call center shall maintain an 80% service level (80% of calls answered in 30 seconds or less), and less than 5% abandonment rate.

Service Provider will ensure that the Careington Web Pages are available to Members a minimum of 99.5% of the time during any twenty-four (24) hour period, 99.5% of the time during any seven (7) day period, and 99.5% of the time during any thirty (30) day period, less downtime that is attributable to: (i) scheduled network, hardware, or service maintenance that is pre-approved by Company and does not exceed five (5) continuous hours.

Service Provider shall maintain customer service hours of 7:00 am to 7:00 pm Central Time, Monday through Friday. 100% of inbound calls will be digitally recorded and retained for at least 90 days.

Direction to staff regarding legislation or legislative issues proposed by legislators, by Storey County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Storey County. Specific legislation will include but not necessarily be limited to S.B. 272 where an official position of either opposition or neutrality will be requested based on possible text amendment.

## SENATE BILL NO. 272—SENATOR KIECKHEFER

MARCH 15, 2013

JOINT SPONSORS: ASSEMBLYMEN WHEELER; AND LIVERMORE

Referred to Committee on Government Affairs

SUMMARY—Provides for the revision of the boundary line between Storey County and Washoe County. (BDR 20-840)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.  
Effect on the State: Yes.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~{omitted-material}~~ is material to be omitted.

AN ACT relating to counties; providing for the revision of the boundary line between Storey County and Washoe County; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

- 1 This bill provides for the revision of the boundary line between Storey County
- 2 and Washoe County upon the adoption of resolutions by the Board of County
- 3 Commissioners of Storey County and the Board of County Commissioners of
- 4 Washoe County approving the revision.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

- 1 **Section 1.** NRS 243.340 is hereby amended to read as follows:
- 2 243.340 1. There shall be a county, to be known as Washoe
- 3 County, to include all that part of the State of Nevada within the
- 4 boundaries described as follows: Beginning at the northwest corner
- 5 of Carson City, and running easterly along the northern boundary of
- 6 Carson City to the county boundary monument common to Washoe
- 7 County, Lyon County, Carson City and Storey County; thence N.
- 8 12°22'55" W. 3,137.70 feet to the section corner common to
- 9 sections 10, 11, 14 and 15, T. 16 N., R. 20 E., M.D.B. & M.; thence



\* S B 2 7 2 \*

1 easterly along the section line common to sections 11 and 14 to the  
2 section corner common to sections 11, 12, 13 and 14, T. 16 N., R.  
3 20 E., M.D.B. & M.; thence northerly along the section line  
4 common to sections 11 and 12 to the section corner common to  
5 sections 1, 2, 11 and 12, T. 16 N., R. 20 E., M.D.B. & M.; thence  
6 continuing northerly along the section line common to sections 1  
7 and 2 to the east one-quarter corner of section 2; thence easterly  
8 along the east-west one-quarter section line to the range line  
9 common to R. 20 E. and R. 21 E., M.D.B. & M.; thence northerly  
10 along such range line to the township line common to T. 16 N. and  
11 T. 17 N., M.D.B. & M.; thence continuing northerly along the range  
12 line to the section corner common to sections 25 and 36, T. 17 N.,  
13 R. 20 E., and sections 30 and 31, T. 17 N., R. 21 E., M.D.B. & M.;  
14 thence continuing northerly along the range line to the section  
15 corner common to sections 24 and 25, T. 17 N., R. 20 E., and  
16 sections 19 and 30, T. 17 N., R. 21 E., M.D.B. & M.; thence  
17 continuing northerly along the range line to the section corner  
18 common to sections 13 and 24, T. 17 N., R. 20 E., and sections 18  
19 and 19, T. 17 N., R. 21 E., M.D.B. & M.; thence easterly along the  
20 section line common to sections 18 and 19 to the section corner  
21 common to sections 17, 18, 19 and 20, T. 17 N., R. 21 E., M.D.B. &  
22 M.; thence northerly along the section line common to sections 17  
23 and 18 to the section corner common to sections 7, 8, 17 and 18, T.  
24 17 N., R. 21 E., M.D.B. & M.; thence westerly along the section line  
25 common to sections 7 and 18 to the south one-quarter corner of  
26 section 7; thence northerly along the north-south one-quarter section  
27 line to the one-quarter corner common to sections 6 and 7, T. 17 N.,  
28 R. 21 E., M.D.B. & M.; thence westerly along the section line  
29 common to sections 6 and 7 to the range line common to R. 20 E.  
30 and R. 21 E., M.D.B. & M.; thence northerly along the range line to  
31 the township line common to T. 17 N. and T. 18 N., M.D.B. & M.;  
32 thence westerly along the township line to the south one-quarter  
33 corner of section 36, T. 18 N., R. 20 E., M.D.B. & M.; thence  
34 northerly along the north-south one-quarter section line to the one-  
35 quarter corner common to sections 25 and 36, T. 18 N., R. 20 E.,  
36 M.D.B. & M.; thence easterly along the section line common to  
37 sections 25 and 36 to the range line common to R. 20 E. and R. 21  
38 E., M.D.B. & M.; thence northerly along the range line to the  
39 section corner common to sections 24 and 25, T. 18 N., R. 20 E.,  
40 M.D.B. & M., and sections 19 and 30, T. 18 N., R. 21 E., M.D.B. &  
41 M.; thence easterly along the section line common to sections 19  
42 and 30 to the section corner common to sections 19, 20, 29 and 30,  
43 T. 18 N., R. 21 E., M.D.B. & M.; thence northerly along the section  
44 line common to sections 19 and 20 to the section corner common to  
45 sections 17, 18, 19 and 20, T. 18 N., R. 21 E., M.D.B. & M.; thence



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1 continuing northerly along the section line common to sections 17  
2 and 18 to the section corner common to sections 7, 8, 17 and 18, T.  
3 18 N., R. 21 E., M.D.B. & M.; thence continuing northerly along the  
4 section line common to sections 7 and 8 to the section corner  
5 common to sections 5, 6, 7 and 8, T. 18 N., R. 21 E., M.D.B. & M.;  
6 thence ~~thence~~ ~~west~~ ~~erly~~ ~~along~~ ~~the~~ ~~section~~ ~~line~~ ~~common~~ ~~to~~ ~~sections~~ ~~6~~ ~~and~~ ~~7~~  
7 ~~to the section corner common to sections 6 and 7 and sections 1 and~~  
8 ~~12, T. 18 N., R. 20 E., M.D.B. & M.; thence continuing westerly~~  
9 ~~along the section line common to sections 1 and 12 to the section~~  
10 ~~corner common to sections 1, 2, 11 and 12, T. 18 N., R. 20 E.,~~  
11 ~~M.D.B. & M.; thence northerly along the section line common to~~  
12 ~~sections 1 and 2] North 47°38'11" West a distance of 1133.28 feet;~~  
13 ~~thence North 38°40'56" West a distance of 268.28 feet; thence~~  
14 ~~North 04°57'57" West a distance of 1153.58 feet; thence North~~  
15 ~~02°01'41" East a distance of 671.51 feet; thence North 12°25'49"~~  
16 ~~West a distance of 2504.99 feet to a point on the township line~~  
17 ~~common to T. 20 N. and T. 21 N.; thence westerly along said~~  
18 ~~township line to the section corner common to sections 1 and 2, T.~~  
19 ~~18 N., R. 20 E., and sections 35 and 36, T. 19 N., R. 20 E., M.D.B.~~  
20 ~~& M.; thence continuing northerly along the section line common to~~  
21 ~~sections 35 and 36 to the section corner common to sections 25, 26,~~  
22 ~~35 and 36, T. 19 N., R. 20 E., M.D.B. & M.; thence continuing~~  
23 ~~northerly along the section line common to sections 25 and 26 to the~~  
24 ~~section corner common to sections 23, 24, 25 and 26, T. 19 N., R.~~  
25 ~~20 E., M.D.B. & M.; thence continuing northerly along the section~~  
26 ~~line common to sections 23 and 24, to the section corner common to~~  
27 ~~sections 13, 14, 23 and 24, T. 19 N., R. 20 E., M.D.B. & M.; thence~~  
28 ~~continuing northerly along the section line common to sections 13~~  
29 ~~and 14 to the section corner common to sections 11, 12, 13 and 14,~~  
30 ~~T. 19 N., R. 20 E., M.D.B. & M.; thence easterly along the section~~  
31 ~~line common to sections 12 and 13 to the centerline of the Truckee~~  
32 ~~River (as described in paragraph (a) of subsection 2 of NRS~~  
33 ~~243.335); thence down such centerline of the Truckee River to the~~  
34 ~~section line common to sections 10 and 11, T. 19 N., R. 21 E.,~~  
35 ~~M.D.B. & M.; thence continuing northerly along the section line~~  
36 ~~common to sections 10 and 11 to the intersection of the section~~  
37 ~~line common to sections 10 and 11 with the southern boundary of~~  
38 ~~the right-of-way of Interstate Highway No. 80; thence continuing~~  
39 ~~northeasterly along the southern boundary of the right-of-way of~~  
40 ~~Interstate Highway No. 80 to the intersection of the southern~~  
41 ~~boundary of the right-of-way of Interstate Highway No. 80 with~~  
42 ~~the north-south centerline of section 32, T. 20 N., R. 22 E., M.D.B.~~  
43 ~~& M.; thence continuing southerly along the centerline of section~~  
44 ~~32 to the centerline of the Truckee River, as described in~~  
45 ~~paragraph (a) of subsection 2 of NRS 243.335; thence down such~~



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1 *centerline* to its lower crossing; thence S. 53°06'03" E. to a point in  
2 the Immigrant Road further described as being a 1 1/46-inch iron  
3 pipe marked Storey, Lyon and Washoe; thence S. 27°53'57" W.,  
4 2,021.40 feet along the easterly line of Storey County to a point in  
5 the section line common to sections 3 and 10, T. 20 N., R. 24 E.,  
6 M.D.B. & M.; thence easterly along the section lines common to  
7 sections 3 and 10 to the easterly boundary of the Pyramid Lake  
8 Reservation, thence northeasterly along said Pyramid Lake  
9 Reservation Boundary to the section line common to sections 26 and  
10 35, T. 21 N., R. 24 E.; thence easterly along the section line  
11 common to sections 25, 26, 35 and 36, T. 21 N., R. 24 E.; thence  
12 continuing easterly along the section line common to sections 29,  
13 30, 31 and 32, T. 21 N., R. 25 E. to the section corner common to  
14 sections 28, 29, 32 and 33, T. 21 N., R. 25 E.; thence northerly  
15 along the section lines common to sections 20, 21, 28 and 29 to the  
16 section corner common to sections 16, 17, 20 and 21, T. 21 N., R.  
17 25 E., M.D.B. & M.; thence easterly along the section line common  
18 to sections 16 and 21 to the section corner common to sections 15,  
19 16, 21 and 22, T. 21 N., R. 25 E., M.D.B. & M.; thence northerly  
20 along the section lines common to sections 3, 4, 9, 10, 15 and 16, to  
21 the township line common to T. 21 N. and T. 22 N., M.D.B. & M.;  
22 thence westerly along the township line to the section corner  
23 common to sections 33 and 34, T. 22 N., R. 25 E., M.D.B. & M.;  
24 thence northerly along the section lines common to sections 9, 10,  
25 15, 16, 21, 22, 27, 28, 33 and 34 to the one-quarter corner common  
26 to sections 9 and 10, T. 22 N., R. 25 E., M.D.B. & M.; thence  
27 westerly along the one-quarter section line to the one-quarter corner  
28 common to sections 8 and 9, T. 22 N., R. 25 E., M.D.B. & M.;  
29 thence northerly along the section lines common to sections 4, 5, 8  
30 and 9 to the township line common to T. 22 N. and T. 23 N.,  
31 M.D.B. & M.; thence westerly along the township line to the section  
32 line common to sections 31 and 32, T. 23 N., R. 25 E., M.D.B. &  
33 M.; thence northerly along the section lines common to sections 5,  
34 6, 7, 8, 17, 18, 19, 20, 29, 30, 31 and 32 to the township lines  
35 common to T. 23 N., T. 24 N., M.D.B. & M.; thence westerly along  
36 the township line to the range line common to R. 24 E. and R. 25 E.,  
37 M.D.B. & M.; thence northerly along the range line to the 40th  
38 degree of north latitude; thence westerly along the 40th degree of  
39 north latitude to the range line common to R. 23 E. and R. 24 E.,  
40 M.D.B. & M.; thence northerly along the common range lines  
41 continuously through each successive township to the Oregon line;  
42 thence westerly along the Oregon line to the California line; thence  
43 southerly along the California line to the place of beginning.

44 2. Notwithstanding anything to the contrary in subsection 1:



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1 (a) The common boundary line between Carson City and  
2 Washoe County is redefined on July 1, 1969, and that boundary line  
3 is hereby established as provided in section 1.030 of chapter 213,  
4 Statutes of Nevada 1969, as amended.

5 (b) The common boundary line between Storey County and  
6 Washoe County is redefined on April 21, 1973, and that boundary  
7 line is established as provided in subsection 1 and NRS 243.335.

8 **Sec. 2.** 1. All taxes and pledged revenue in existence before  
9 the effective date of this act must not be directly or indirectly  
10 modified in such a manner as to impair adversely any outstanding  
11 obligations of Storey County, until all those obligations have been  
12 discharged in full or provision for their payment and redemption has  
13 been fully made.

14 2. All taxes and pledged revenue in existence before the  
15 effective date of this act must not be directly or indirectly modified  
16 in such a manner as to impair adversely any outstanding obligations  
17 of Washoe County, until all those obligations have been discharged  
18 in full or provision for their payment and redemption has been fully  
19 made.

20 **Sec. 3.** 1. This act becomes effective upon the adoption of a  
21 resolution by the Board of County Commissioners of Storey County  
22 and the Board of County Commissioners of Washoe County,  
23 respectively, approving the revisions described in the amendatory  
24 provisions of section 1 of this act to the boundary line between the  
25 respective Counties.

26 2. This act expires by limitation on June 30, 2015, if either the  
27 Board of County Commissioners of Storey County or the Board of  
28 County Commissioners of Washoe County, or both, have not  
29 adopted a resolution approving the revisions described in the  
30 amendatory provisions of section 1 of this act to the boundary line  
31 between the respective Counties.



**Approve appointment of Ron Engelbrecht, Denise I. Thrower-Victorine, Adam James Robello, Laura Kekule and Ray Herbert to the Mark Twain Community Center Advisory Board.**

## Pat Whitten

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**From:** Lance Gilman <lance@lancegilman.com>  
**Sent:** Monday, March 25, 2013 12:27 PM  
**To:** Pat Whitten  
**Subject:** Mark Twain Community Center AB

Hi Pat

I have 4 of the 5 board members committed. I will be lining up the 5<sup>th</sup> and last one this afternoon.

Do you want to appoint them on April 2<sup>nd</sup>?

Here is the list as follows (with the 5<sup>th</sup> members info coming later today)

Ron Engelbrecht  
[am\\_dcpower@yahoo.com](mailto:am_dcpower@yahoo.com)

Denise I. Thrower-Victorine  
237 Wagon Wheel Way  
P.O. Box 2253  
Dayton NV 89403

Home 775-246-5722  
Cell 775-720-2276

Adam James Robello  
314 Martin Lane  
Dayton NV 89403

Home 775-241-0373  
Cell 775-671-1646

Laura Kekule  
Phone: 241-2214  
Email: [llkekule@gmail.com](mailto:llkekule@gmail.com)

Thank you  
Lance

**Contract with Comstock Mining, Inc. for sale of untreated and unused water at reduced rate and other related matters.**

## **AGREEMENT FOR THE SALE OF UNTREATED WATER**

An Agreement Between

**COMSTOCK MINING, INCORPORATED**  
P.O. Box 1118, Virginia City, NV 89440  
Phone: 847-5272 - Fax: 847-4762

And

**STOREY COUNTY WATER AND SEWER SYSTEM**  
P.O. Box 435, Virginia City, NV 89440  
Phone: 847-0958 - Fax: 847-0947

WHEREAS, Storey County is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS Storey County, as a separate board, owns and operates the Storey County Water and Sewer System; and

WHEREAS Comstock Mining, Inc. is a Nevada Corporation in good standing with the State of Nevada and Storey County; and

WHEREAS Comstock Mining, Inc. holds a business license in Storey County and is served at its property in American Flats by the Storey County Water and Sewer System; and

WHEREAS the Storey County Water and Sewer System purchases untreated water from the State of Nevada through its Marlette Lake Water System at the current unit rate per thousand gallons of \$0.46, plus a monthly service charge of \$1,690.24 for system wide improvements for the delivery of said water from the Marlette Lake Water System; and

WHEREAS at these current rates, the cost to the Storey County Water and Sewer System is approximately \$0.73 per thousand gallons, equivalent to \$237.87 per acre foot; and

WHEREAS the Storey County Water Sewer System currently has access to over 150 acre feet or more than it uses annually and; it would be of financial benefit for the Storey County Water and Sewer System to sell a portion of this excess allocation to Comstock Mining, Inc. Therefore it is in the best interest of the County to sell a portion of the excess annual allocation of untreated water to Comstock Mining, Inc. for mining and milling purposes located at Comstock Mining's American Flats processing facility; and

WHEREAS the intention of the terms and conditions of this Agreement are in no way a conveyance of guaranteed water rights from the Storey County Water and Sewer System to Comstock Mining, Inc. This Agreement is intended only for the purpose of the sale of untreated water from the Storey County Water and Sewer System to Comstock Mining, Inc. at a discounted rate agreed to by both parties; and

WHEREAS the terms and conditions of this Agreement will in no way compromise the delivery of water necessary for use by other customers of the Storey County Water and Sewer System in the communities of Virginia City, Gold Hill, and Silver City.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. PARTIES. This Agreement for the Sale of Untreated Water ("Agreement") is made by and between Comstock Mining, Inc. ("CMI") and the Storey County Water and Sewer System ("Storey County"). CMI and Storey County are hereinafter referred together as "the parties."
2. AGREEMENT TERM. This Agreement becomes effective on April 3, 2013. The parties may conduct an annual review of this Agreement on or before March 1<sup>st</sup> of each following year. However, unless sooner terminated by either party as set forth in paragraph 13 ("TERMINATION"), this Agreement remains in existence perpetually, and automatically renews on March 20<sup>th</sup> of each year thereafter.
3. DEFINITIONS. "Untreated Water" is water from the Marlette Lake System that has not been treated by the chemicals necessary for distribution as drinking water.
4. LOCATION AND DELIVERY OF SERVICE. Storey County shall deliver untreated water to CMI using an existing connection just below the Ophir Grade road at a location approximately 2.5 miles southwest of the Ophir Grade intersection with SR342 ("Virginia City Pipeline"). This Agreement pertains only to this connection serving the American Flats mining operations, located at 1200 American Flats Rd., Virginia City, NV.
5. COST OF SERVICE AND RATES.
  - a. CMI agrees to purchase a minimum of 80 acre feet per year, or approximately 26,068,160 gallons per year, of untreated water at the following rate:
    - i. Monthly meter base rate for existing 2" meter – \$93.81
    - ii. Monthly meter base rate for new 4" meter, as described in paragraph 12 – \$293.39
    - iii. Charge for gallons consumed – \$2.30 per thousand gallons
  - b. If the rates charged to Storey are increased by the State of Nevada, Marlette Lake Water System, Storey County shall review the terms of this Agreement to determine if the rates listed herein require modification. If Storey County determines that modification is required, Storey County shall provide CMI with written notice 30 days in advance of any increase that may be necessary due to the State's rate increases.
6. SERVICE FLOW RESTRICTION. Storey County shall restrict CMI's flow from the Virginia City pipeline connection to a flow **not to exceed 150 GPM** as calculated and shown in the base design scenario in the "Comstock Water" Plan (defined in paragraph 10). CMI must adhere to this base design calculation, to assure that the pipeline is not compromised by any negative pressures that could occur to higher than allowed flows.
7. ADDITIONAL LIMITATIONS ON SERVICE. Storey County shall not be required to deplete its own water resources, services, and facilities to the detriment of its normal water and sewer responsibilities. Any provision, duty, or obligation in this Agreement that causes such detriment is subject to modification, severance, or termination.

8. BILLING. Storey County shall bill CMI on a monthly basis at the above referenced rates. However, if in the 12 month period following the effective date of this Agreement the delivery of untreated water to CMI is lower than the agreed to minimum purchase of 80 acre feet, Storey County shall bill CMI for the difference between 80 acre feet and the actual amount of delivery at a rate of \$2.30 per thousand gallons. This paragraph applies to every subsequent 12 month period following the perpetual renewal date of this Agreement.
9. METER READING. Storey County shall read the water meter serving CMI on a monthly basis and by the 10<sup>th</sup> day of every month; provided, however, that access to the site is not hampered. Should access be unfeasible due to snow covered roads and/or other blockages, Storey County shall in good faith estimate the meter count based upon the prior month's usage. Storey County shall read the currently existing water meter until the new meters are installed as required in paragraphs 11 and 12 of this Agreement.
10. SERVICE INTERRUPTION. In the event that the flow of water is interrupted due to a break and/or significant leak the parties agree that the water flow to CMI may be temporarily shut off. If any other need arises, Storey County may also, in good faith, interrupt, restrict, or temporarily shut off service to CMI. CMI shall hold Storey County harmless for any negative effects that may result from an interruption in service.
11. INCORPORATED DOCUMENTS. The parties agree that all services to be performed are specifically described in this Agreement and its incorporated documents. The parties further agree that this Agreement incorporates Job Number 0507 "Comstock Water," which was designed by Farr West Engineering and approved on January 13, 2013 by Storey County Public Works and/or the Storey County Water and Sewer System ("Comstock Water Plan").
12. CMI IMPROVEMENTS. CMI shall install and complete improvements in accordance with the Comstock Water Plan; the federal, state, and local regulations governing water delivery and service; and as further described below:
  - a. CMI shall complete the improvement to the lower tank within 30 days from the effective date of this Agreement.
  - b. The parties agree that improvements to the upper tank may be delayed and subject to improvements at the Five Mile Reservoir. If CMI does not complete the Five Mile Reservoir improvements within thirty-six (36) months from the effective date of this Agreement, CMI shall commence and complete the improvements at its upper tank location on Ophir Grade.
  - c. CMI shall provide for one new 4" water meter with remote reading at the lower tank. CMI shall provide, fund, and install this new meter in accordance with the approved plans that indicate the meter to be a 4" McCrometer, McPropeller Flow Meter Model MW504 with FC100 register that shall be tied into the Storey County Water and Sewer System SCADA. CMI shall provide within the design a system that allows Storey County and the Marlette Lake Water System to monitor the levels in Comstock's lower tank.
  - d. The parties shall explore the feasibility and potential cost sharing of making improvements for additional storage of untreated water at the Five Mile Reservoir within 12 months of the effective date of this Agreement. At minimum, this exploration must consider:
    - i. Proper analysis and engineering in accordance with the requirements (if any) of the Federal Safe Drinking Water Act;
    - ii. Cleaning of the existing reservoir;



- iii. Providing a liner system and repair of fencing at the site. If improved, the Five Mile Reservoir would increase the storage of untreated water from the Marlette Lake Water System of an additional 5.5 million gallons. This increased storage of untreated water would be of mutual benefit to both Storey County and CMI.

13. STOREY COUNTY IMPROVEMENTS. Storey County shall provide, fund, and install one 4" standard meter at the Ophir line location according to the Comstock Water Plan. Storey County shall install the meter when CMI makes the upper line improvements. Storey County shall check the meter in accordance with paragraph 8 of this Agreement ("METER READING") and reconcile this reading against the lower meter to check for any line loss.

14. TERMINATION.

a. The parties may terminate this Agreement by mutual consent of both parties, or unilaterally by either party, with or without cause.

b. To effectuate termination unilaterally, the terminating party shall give notice 30 calendar days prior to the date of desired termination. Furthermore, the terminating party shall explicitly state the date of desired termination in the notice. If notice is properly given, termination becomes effective on the date provided in the termination notice.

c. To effectuate termination by mutual consent, the parties shall together determine the exact date of termination. The parties shall memorialize the termination date in writing signed by a designated representative from each party. Termination becomes effective on the date stated in the writing.

d. If authorization is necessary to terminate this Agreement, the terminating party or parties shall seek approval by their governing body.

e. Before terminating this Agreement, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their respective water needs and operations.

15. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

16. INDEMNIFICATION

a. The parties shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

17. INSURANCE. Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law.
18. INDEPENDENCE. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be independent and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
19. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
20. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions within this Agreement. The parties shall, in good faith, timely perform the duties and obligations set forth in this Agreement. Any substantial delay in performance by either party shall constitute a material breach of this Agreement.
21. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
23. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in the Agreement.
25. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to the laws of the State of Nevada. The parties agree that any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada either in the First Judicial District Court, the Third Judicial District Court, or the United States District Court in Reno.

26. THIRD PARTIES. This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
27. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its incorporated document(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an incorporated document to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such document and this Agreement shall be construed consistent with the terms of this Agreement
28. COUNTERPARTS. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Comstock Mining Inc.  
Corrado DeGasperis  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Storey County Commissioner  
Bill Sjovangen  
Chairman

\_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
William A. Maddox  
District Attorney

\_\_\_\_\_  
Date

**Approval of second reading for home business application for  
Firing Pen located at 4210 Overland Rd., VC Highlands**

# Storey County, Nevada

## Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: 04-02-13	Date Request Submitted: 03-22-13
Agenda Item Requested: <u>2<sup>nd</sup></u> reading for Home business application. Company name is Firing Pen.	
This item is intended for: <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Discussion and Action <i>(at the Board's discretion)</i>	
<input type="checkbox"/> Supporting documentation is attached <input type="checkbox"/> No supporting documentation is necessary	
Requested by: <u>Melissa Field @ SCSO</u> <i>(please print name clearly)</i>	
Address: <u>205 S. C st</u>	
Phone: <u>775-847-0959</u>	Email <i>(optional)</i> : _____

Please submit this completed form to:

Storey County Clerk's Office  
PO Drawer D  
Virginia City NV 89440

or FAX to:

Storey County Clerk's Office  
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope -----

For Office Use Only		
Date Request Received:	Received: <input type="checkbox"/> In Person <input type="checkbox"/> Via FAX	By:
<input type="checkbox"/> Supporting documentation attached - # of pages _____		Meeting date of this item:

For additional information, please contact the  
**Storey County Clerk's Office**  
(775) 847-0969 or email [vdixon@storeycounty.org](mailto:vdixon@storeycounty.org)

**Approval of second reading for liquor and cabaret license  
application for Comstock Corner Cafe located at 190 S. C Street,  
Virginia City**

# Storey County, Nevada

## Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: 04-02-13	Date Request Submitted: 03-22-13
Agenda Item Requested: <u>2<sup>nd</sup></u> reading for Liquor License and Cabaret for Comstock Corner Café.	
This item is intended for: <input type="checkbox"/> Discussion Only - <input checked="" type="checkbox"/> Discussion and Action <i>(at the Board's discretion)</i>	
<input type="checkbox"/> Supporting documentation is attached	<input type="checkbox"/> No supporting documentation is necessary
Requested by: Melissa Field @ SCSO _____ <i>(please print name clearly)</i>	
Address: 205 S. C st	
Phone: 775-847-0959	Email <i>(optional)</i> :

Please submit this completed form to:

or FAX to:

Storey County Clerk's Office  
PO Drawer D  
Virginia City NV 89440

Storey County Clerk's Office  
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope -----

For Office Use Only		
Date Request Received:	Received: <input type="checkbox"/> In Person <input type="checkbox"/> Via FAX	By:
<input type="checkbox"/> Supporting documentation attached - # of pages _____		Meeting date of this item:

For additional information, please contact the  
**Storey County Clerk's Office**  
(775) 847-0969 or email [vdixon@storeycounty.org](mailto:vdixon@storeycounty.org)

**Approval of second reading for business license application for  
G4S Secure Solutions located at 1575 Delucchi Lane #116, Reno,  
NV**



# Storey County, Nevada

## Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: 04-02-13	Date Request Submitted: 03-25-13
Agenda Item Requested: <u>2<sup>nd</sup> reading G4S. This is an out of county business located at 1575 Delucchi Lane, Reno. They provide security with personal.</u>	
This item is intended for: <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Discussion and Action <i>(at the Board's discretion)</i>	
<input type="checkbox"/> Supporting documentation is attached <input type="checkbox"/> No supporting documentation is necessary	
Requested by: <u>Melissa Field @ SCSO</u> <i>(please print name clearly)</i>	
Address: <u>205 S. C st</u>	
Phone: <u>775-847-0959</u>	Email <i>(optional)</i> : _____

Please submit this completed form to:

or FAX to:

Storey County Clerk's Office  
PO Drawer D  
Virginia City NV 89440

Storey County Clerk's Office  
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope -----

For Office Use Only			
Date Request Received:	Received: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> Via FAX	By: _____	
<input type="checkbox"/> Supporting documentation attached - # of pages _____		Meeting date of this item: _____	

For additional information, please contact the  
Storey County Clerk's Office  
(775) 847-0969 or email [vdixon@storeycounty.org](mailto:vdixon@storeycounty.org)

## **Tentative Budget Hearings for FYE 2013/14**

**\*The budget has been provided under a separate attachment.**

**Vanessa Dufresne**

---

**From:** Jessie Fain  
**Sent:** Monday, March 25, 2013 11:34 AM  
**To:** Vanessa Dufresne  
**Subject:** Agenda Request for 4-2

Vanessa,

Please add the following April 2, 2013 Agenda items. As usual with the Tentative Budget Hearings, please start the meeting at 9 AM.

Below is the order in which the Tentative Budget will be presented:

**\*DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14

**\*ADJOURN TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD**

**\* DISCUSSION/ACTION:** Tentative Budget Hearings for FYE 2013/14 for the Water and Sewer services in Virginia City, Gold Hill and Silver City.

**\*ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS**

**\*DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14

**\*RECESS TO CONVENE AS THE NRS 473 STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

**\*DISCUSSION/ACTION:** Tentative Budget Hearings for FYE 2013/14 for the NRS 473 Fire Protection District.

**\*ADJOURN TO CONVENE AS THE NRS 474 STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

**\*DISCUSSION/ACTION:** Tentative Budget Hearings for FYE 2013/14 for the NRS 474 Fire Protection District.

**\*ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS**

**\*DISCUSSION/POSSIBLE ACTION:** Tentative Budget Hearings for FYE 2013/14

Thanks.....Final Hearing is on May 20<sup>th</sup>, which will be a Monday.

Jessie Fain  
Management Analyst II  
Storey County  
(775) 847-0968  
[jfain@storeycounty.org](mailto:jfain@storeycounty.org)

**Approval of the Storey County Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, the Nevada Division of Forestry, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District. This interlocal agreement allows Storey County, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District to begin transitioning wildland fire responsibilities amongst all three parties.**

## Vanessa Dufresne

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**From:** Renee Hemmasi  
**Sent:** Wednesday, March 27, 2013 11:12 AM  
**To:** Vanessa Dufresne; Gary Hames  
**Subject:** interlocal agreements

Hi Vanessa,

Please keep the fire agreement on the Agenda.

However, instead of 3 agreements, it should be 2:

1) Approval of Storey County WFPP Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, and the Nevada Division of Forestry. This interlocal agreement is for Storey County to become a participatory member of the state-wide wildland fire protection program (WFPP), and it provides an annual work plan for the parties.

2) Approval of the Storey County Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, the Nevada Division of Forestry, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District. This interlocal agreement allows Storey County, the Storey County 474 Fire Protection District, and the Storey County 473 Fire Protection District to begin transitioning wildland fire responsibilities amongst all three parties.

**Gary, please first verify the accuracy of these 2 agenda items before Vanessa finalizes the agenda.**

Thanks,  
Renee

## **INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES**

An Agreement Between  
the State of Nevada  
Acting By and Through Its

NEVADA STATE'S DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
NEVADA DIVISION OF FORESTRY  
2478 Fairview Drive, Carson City, Nevada 89701  
Phone: (775) 684-2500 – Fax: (775) 684-2570

And

STOREY COUNTY  
P.O. Box 176, Virginia City, Nevada 89440  
Phone: (775) 847-0968 – Fax: (775) 847-0987

And

STOREY COUNTY 474 FIRE PROTECTION DISTRICT  
P.O. Box 603, Virginia City, NV 89440  
Phone: 775-847-0954 - Fax: 775-847-0987

And

STOREY COUNTY 473 SIERRA FOREST FIRE PROTECTION DISTRICT  
2478 Fairview Drive, Carson City, NV 89701  
Phone: 775-684-2500 - Fax: 775-684-2570

WHEREAS, all parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, Storey County and the Nevada Division of Forestry have jointly operated, managed and funded the portion of Storey County's 473 Sierra Forest Fire Protection District that is wholly within Storey County; and

WHEREAS, Storey County submitted a request to participate in the Wildland Fire Protection Program (WFPP), which provides cost reimbursement to Storey County for wildland fire suppression; and

WHEREAS, the Storey County 474 Fire Protection District agrees to participate in all fire protection within Storey County, subject to the availability of WFPP funds; and

WHEREAS, Storey County, the State of Nevada's Department of Conservation and Natural Resources, and the Nevada Division of Forestry desire to dissolve the Storey County 473 Sierra Forest Fire Protection District and transfer day to day operations, wildland firefighting response, emergency response, firefighting training, and fiscal control of the Sierra Forest Fire Protection District's finances and budget to Storey County;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. PARTIES. This Interlocal Agreement ("Agreement") is made by and between Storey County, the State of Nevada's Department of Conservation and Natural Resources, ("DCNR"), the Nevada Division of Forestry ("NDF"), the Storey County 474 Fire Protection District ("SCFPD"), and the Storey County 473 Sierra Forest Fire Protect District ("Sierra Forest Fire") for the mutual benefit and safety of the residents of Storey County and the State of Nevada. NDF and DCNR are hereinafter referred together as the "State." Storey County, the State, SCFPD, and Sierra Forest Fire are hereinafter referred together as the "parties."

2. DEFINITIONS.

a. "SCFPD" is a NRS 474 Fire Protection District, which includes its officers, employees, and immune contractors as defined by NRS 41.0307.

b. "Sierra Forest Fire" is a NRS 473 Fire Protection District wholly within Storey County and administered by the NDF.

c. "State" includes the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307

3. PURPOSE. The mission and intent of this Agreement is to plan for the dissolution of the Storey County 473 Sierra Forest Fire Protection District in Storey County. Storey County shall grant SCFPD the authority to service Storey County with wildland fire suppression according to the WFPP.

4. AGREEMENT TERM. This Agreement becomes effective upon approval by appropriate official action of each party's governing body. This Agreement remains in existence perpetually, and remains in full force and effect unless sooner terminated by either party as set forth in paragraph 5 of this Agreement.

5. TERMINATION. The parties may terminate this Agreement unilaterally by either party or by mutual consent of both parties. To effectuate termination, the terminating party shall give written notice 60 calendar days prior to the date of desired termination, and shall explicitly state the date of termination in the notice. If notice is properly given, termination becomes effective on the date specified in the notice; provided, however, that if authorization is necessary to terminate this Agreement, the terminating party or parties shall first seek approval by their governing body. The parties expressly agree to terminate this Agreement immediately if for any reason federal and/or State Legislature funding to satisfy this Agreement is withdrawn, limited, or impaired. However, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their fire protection responsibilities before this Agreement is terminated.

6. TRANSFER AND ACCEPTANCE OF RIGHTS, DUTIES, RESPONSIBILITIES, AND LIABILITIES

a. Upon the effective date of this Agreement, the State and Sierra Forest Fire shall assign and transfer all rights, duties, responsibilities and liabilities for the operation, management and fiscal control of Sierra Forest Fire to Storey County, except as otherwise stated in this Agreement. NDF shall transfer operational control of Sierra Forest Fire's operations to Storey County.

b. All rights, duties, responsibilities and liabilities for operational, fiscal and budgetary control of Sierra Forest Fire, as expressed in chapter 473 of the Nevada Revised Statutes and in the action taken by the Storey County Board of Commissioners upon dissolution of Sierra Forest Fire, shall rest with Storey County and be delegated to SCFPD.

7. FIRE SUPPRESSION AND PROTECTION. Upon the effective date of this Agreement, the State and Storey County shall grant the responsibility for wildland fire suppression services within Sierra Forest Fire's jurisdiction to SCFPD.

8. EMPLOYEES.

a. On or before June 30, 2013, the State shall eliminate all full-time State employees funded by Sierra Forest Fire. The State shall lay off employees in accordance with State policy, and termination payoffs will be charged to Sierra Forest Fire.

b. Storey County shall directly hire the seasonal firefighters using Sierra Forest Fire's current fiscal year funds allocated to the NDF for that purpose. SCFPD, on behalf of Storey County, shall hire these seasonal firefighters prior to the start of the 2013 fire season, and prior to the actual transfer of fire services required under this Agreement.

9. TRANSFER OF FUNDS, AFTER-ACQUIRED REVENUE, AND OUTSTANDING CLAIMS

a. Upon legislative approval by the Legislative Interim Finance Committee for the WFPP, NDF shall transfer the total unexpended budget of Sierra Forest Fire from the Fiscal Year 2013 to Storey County.

b. The NDF accounting section shall determine the final amount of the actual Sierra Forest Fire fund balance ending on June 30, 2013. After NDF pays all claims and encumbrances for Fiscal Year 2013, NDF shall disburse the actual fund balance to Storey County. This disbursement shall occur on or before December 31, 2013.

c. Any fire reimbursement, grant, or other revenue realized from services provided by Sierra Forest Fire prior to the effective date of the Agreement and which has not been received by that date shall be forwarded by the NDF to Storey County within 14 business days of receipt of such monies.

d. Any outstanding claims against Sierra Forest Fire incurred for goods and services provided to Sierra Forest Fire prior to June 30, 2013, for which billing was not received before the transfer, shall be forwarded by the NDF to Storey County for payment within fourteen business days of receipt.

10. WORKERS' COMPENSATION CLAIMS AND INSURANCE.

a. NDF shall be responsible for the payment of any current Sierra Forest Fire employee's or volunteer's workers' compensation insurance coverage, claims, and benefits arising out of employment with Sierra Forest Fire. NDF shall retain all liability of worker compensation claims made by any of the affected Sierra Forest Fire employees, regardless of the dissolution of Sierra Forest Fire, and shall not hire any additional Sierra Forest Fire employees after the effective date of this Agreement.

b. Storey County shall be responsible for the payment of any Storey County employee's or volunteer's workers' compensation insurance coverage, claims, and benefits arising out of employment per the terms of this Agreement.



11. SCHEDULE OF EQUIPMENT AND MOBILE EQUIPMENT.

a. Prior to the the effective date of this Agreement, NDF and SCFPD, on behalf of Storey County, shall mutually complete a written and detailed inventory list of Sierra Forest Fire's equipment and mobile equipment in the possession of the NDF. It is the responsibility of both parties to jointly inventory and appropriately identify any and all equipment and mobile equipment in order to differentiate Sierra Forest Fire's property from the property of NDF.

b. The State shall transfer possession, ownership, and title of the equipment and mobile equipment purchased with Sierra Forest Fire's taxpayer funds to SCFPD, on behalf of Storey County, on the effective date of this Agreement unless the parties mutually agree to an alternative ownership in writing. Ownership and title of the equipment and mobile equipment purchased by the NDF from State funds will be retained by the NDF. The disposition of any equipment and mobile equipment mutually funded by NDF and Sierra Forest Fire shall be fairly and reasonably distributed between the NDF and Storey County.

12. MAINTENANCE. On the effective date of this Agreement and provided that possession, ownership, and title of the equipment and mobile equipment have transferred pursuant to paragraph 11 above, SCFPD, on behalf of Storey County, shall assume all responsibility for the normal maintenance and necessary repairs and for the costs of replacement of its equipment and rolling stock.

13. ACCESS TO DISPATCH RECORDS. NDF shall provide SCFPD, on behalf of Storey County, access to dispatch records maintained by FireRMS upon finalization and the determination that they are public record.

14. INDEMNIFICATION.

a. Until Sierra Forest Fire is dissolved or consolidated with

b. another public agency, and to the extent allowed by law, Sierra Forest Fire agrees to indemnify and defend Storey County and SCFPD, and their respective officers and employees, from any and all claims, suits, and judgments that may arise after the effective date of this Agreement and that are based on Sierra Forest Fire's performance thereunder or from the subsequent operation of Sierra Forest Fire.

c. The parties shall each assume liability for the negligent actions of or failure to act by their respective boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the negligent acts or omissions of their respective boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

d. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

15. LIMITATIONS ON LIABILITY. The parties do not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties is not subject to punitive damages. To the extent applicable, actual contract damages for any breach should be limited by NRS 353.260 and NRS 354.626. Additionally, Storey County shall not hold the State responsible for actual damages for any State breach that exceeds the amount of funds appropriated for payment under this Agreement for the fiscal year budget in existence at the time of the breach.

16. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

17. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an incorporated document to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such document and this Agreement shall be construed consistent with the terms of this Agreement.

18. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

19. INSURANCE. Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law.

20. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement is construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

22. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

23. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.



**Approval of Storey County WFPP Interlocal Agreement between Storey County, the State of Nevada Department of Conservation and Natural Resources, and the Nevada Division of Forestry. This interlocal agreement is for Storey County to become a participatory member of the state-wide wildland fire protection program (WFPP), and it provides an annual work plan for the parties.**

## **INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES**

An Agreement  
Between the State of Nevada  
Acting By and Through Its

NEVADA STATE'S DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
NEVADA DIVISION OF FORESTRY  
2478 Fairview Drive, Carson City, Nevada 89701  
Phone: (775) 684-2500 – Fax: (775) 684-2570

And

STOREY COUNTY  
P.O. Box 176, Virginia City, Nevada 89440  
Phone: (775) 847-0968 – Fax: (775) 847-0987

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the parties to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, Storey County is authorized to serve its community in many different ways, including emergency situation management; and

WHEREAS, the Department of Conservation and Natural Resources and the Nevada Division of Forestry have the responsibility to supervise or coordinate all forestry and watershed work, including fire control, on state-owned and privately owned lands in Nevada, working with federal agencies, private associations, counties, towns, cities, or private persons; and

WHEREAS, the Department of Conservation and Natural Resources and the Nevada Division of Forestry may maintain or have access to additional specialized wildfire expertise and suppression resources; and

WHEREAS, it is to the mutual advantage of Storey County, the Department of Conservation and Natural Resources, and the Nevada Division of Forestry to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators; and

WHEREAS, Storey County, the Department of Conservation and Natural Resources, and the Nevada Division of Forestry desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands; and

WHEREAS, Storey County, the Department of Conservation and Natural Resources, and the Nevada Division of Forestry recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down; and

WHEREAS, Storey County has requested to participate in the Department of Conservation and Natural Resources Nevada and the Division of Forestry Wildland Fire Protection Program (WFPP); and

WHEREAS, the Department of Conservation and Natural Resources and the Nevada Division of Forestry are authorized to render wildland fire protection services, including cost reimbursement, to Storey County;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties mutually agree as follows:

1. PARTIES. This Interlocal Agreement ("Agreement") is made by and between Storey County and the State of Nevada's Department of Conservation and Natural Resources and Nevada Division of Forestry ("State"), for the mutual benefit and safety of the residents of Storey County and the State of Nevada. Storey County and the State are hereinafter referred together as the "parties."

2. DEFINITIONS. "State" includes the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. PURPOSE. The mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

4. AGREEMENT TERM. This Agreement becomes effective on July 1, 2013 and automatically terminates on June 30, 2015, unless sooner terminated by either party as set forth in paragraph 6 of this Agreement.

5. REQUIRED APPROVAL. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

6. TERMINATION. The parties may terminate this Agreement unilaterally by either party or by mutual consent of both parties prior to the date set forth in paragraph 4. To effectuate termination, the terminating party shall give written notice 60 calendar days prior to the date of desired termination, and shall explicitly state the date of termination in the notice. If notice is properly given, termination becomes effective on the date specified in the notice; provided, however that if authorization is necessary to terminate this Agreement, the terminating party or parties shall first seek approval by their governing body. The parties expressly agree to terminate this Agreement immediately if for any reason federal and/or State Legislature funding to satisfy this Agreement is withdrawn, limited, or impaired. However, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their fire protection responsibilities before this Agreement is terminated.

7. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

8. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described in this Agreement and its incorporated document. This Agreement incorporates the following document:

ATTACHMENT A: Wildland Fire Protection Program Scope of Work

9. CONSIDERATION. The State shall provide the services set forth in paragraph 8 at a cost of \$150,000.00 per fiscal year, not exceeding \$300,000.00 over the term of this Agreement, with quarterly installments payable by Storey County on the first of each quarter starting July 1 of each fiscal year.

10. RETENTION OF RECORDS AND INSPECTION BY GOVERNMENT OFFICIALS.

a. Books and Records. Each party shall keep and maintain, according to generally accepted accounting principles, full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection& Audit. The parties shall make all relevant books and records open to inspection, examination, review, audit, and copying by any state or federal officials, at any reasonable time and at any office or location where such records may be found. This includes, but is not limited to, books and records that are written, electronic, or computer related; relevant accounting procedures and practices of the parties; each party's financial statements with the supporting documentation; and documentation related to the work each party performs under this Agreement. The parties shall further allow inspection with or without notice by any State or Federal Agencies.

c. Period of Retention. The parties must retain all books, records, reports, and statements relevant to this Agreement for a minimum of three years, and/or for five years if any federal funds are used in the execution of this Agreement. The retention period runs from the date of termination of this Agreement. If either party is audited or is scheduled for an audit, retention time is extended for a period reasonably necessary to complete such audit, and/or to complete any administrative or judicial litigation that may ensue.

11. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties shall disclose unless a particular record is made confidential by law or a common law balancing of interests.

12. BREACH; REMEDIES. Failure of either party to perform any obligation in this Agreement is a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies provided by law or equity.

13. LIMITATIONS ON LIABILITY. The parties do not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties is not subject to punitive damages. To the extent applicable, actual contract damages for any breach should be limited by NRS 353.260 and NRS 354.626. Additionally, Storey County shall not hold the State responsible for actual damages for any State breach that exceeds the amount of funds appropriated for payment under this Agreement for the fiscal year budget in existence at the time of the breach.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. FORCE MAJEURE. Neither party is deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God; including, without limitation, earthquakes, floods,

winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party must promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

16. INDEMNIFICATION

a. The parties shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

17. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

18. INSURANCE. Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law

19. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement is construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

21. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law, all information and documents connected with or arising out of either party's performance of its obligations under this Agreement is the joint property of all parties.

22. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

STOREY COUNTY

STATE OF NEVADA

\_\_\_\_\_  
William Sjovangen, Chair Storey County Commission      Date

\_\_\_\_\_  
Pete Anderson, State Forester/Firewarden      Date  
Department of Conservation and Natural Resources

\_\_\_\_\_  
Vanessa DuFresne, Clerk Storey County      Date

\_\_\_\_\_  
Leo Drozdoff, Director, Division of Forestry      Date

\_\_\_\_\_  
Nevada State Board of Examiners      Date

Approved as to form by:

\_\_\_\_\_  
William A. Maddox, Storey County District Attorney      Date

Approved as to form by:

\_\_\_\_\_  
Harry Ward, Deputy Attorney General, State of Nevada      Date

**Attachment A**  
**WILDLAND FIRE PROTECTION PROGRAM**  
**SCOPE of WORK**

1. LOCATION. Storey County shall provide the State a map of the jurisdictional boundaries of Storey County immediately upon the effective date of this Agreement.

2. PAYMENT. The State shall provide reimbursement to Storey County, or provide for direct payment of qualifying expenses to Federal Agencies and other vendors. The State shall also pay qualifying wildland fire suppression expenses to (or for) Storey County's participation in the Wildland Fire Protection Program, as defined below:

a. Qualifying Expenses. Qualifying expenses are the reasonable and prudent expenses arising from values at risk for wildland fire suppression and support resources engaged in wildland fire suppression within Storey County's jurisdiction, or through a cost share agreement with Federal Agencies on adjacent or comingled jurisdictions. The parties must calculate these expenses using actual costs established by the jurisdiction or the State. Qualifying expenses include:

- i. Initial Attack Suppression forces (Assistance by Hire), including aviation resources.
- ii. Extended Attack resources (Assistance by Hire), services, and supplies with a Resource Order number.
- iii. Vehicles, equipment and apparatus utilizing established rates based on actual operating costs.
- iv. Fire Base Camp – Incident Command Post set up and operational costs.
- v. Food services for Incident personnel.
- vi. Transportation to/from Incident.
- vii. Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-288, Property Loss or Damage Report).
- viii. Use of Mobile equipment.
- ix. Use of Aircraft services.
- x. Personnel costs utilizing established rates based on actual operating costs.
- xi. Incident Management Team, mobilization and support.
- xii. Cost Share Agreements.
- xiii. Dispatch overtime.
- xiv. Fire suppression damage repair.

b. Excluded Expenses. The State shall not be required to pay the following expenses:

- i. Storey County's equipment, apparatus, personnel salary and benefits.
- ii. Storey County's equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- iii. Individuals and agencies when in "mutual aid" to Storey County.
- iv. "Profit" and Administrative fees.
- v. Dispatch personnel and services.
- vi. Agency Overhead personnel not specifically assigned to the incident.
- vii. Non-expendable (non-consumable) accountable property, ie Chainsaws, Fax Machines, and Mobile Air Conditioners.
- viii. Claims and award payments.
- ix. Interest and indemnities payments.

- x. Storey County Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- xi. Resources demobilized before the end of the mutual aid period.
- xii. Escaped Prescribed Burns.

c. Negotiable Expenses. The parties may negotiate for payment expenses that are not outlined above. Storey County shall notify the State of any questions, issues, or situations regarding qualifying expenses that are not clear or require negotiation. Upon notification, the State shall set a meeting at an agreeable time with Storey County to discuss and/or resolve the issues. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (paragraph 10) for further action.

3. ANNUAL PLANNING MEETING. Representatives from each party shall annually meet to discuss, review, and update as necessary the WFPP Interlocal Agreement, and set rates for personnel and equipment. The State shall arrange a date and location for the meeting each year.

4. USE OF INCIDENT MANAGEMENT TEAMS. Storey County shall immediately notify the State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The State may participate in a unified command role and actively participate as an Agency Administrator on any Type II or Type I wildland incident in a WFPP jurisdiction.

5. ORGANIZING, EQUIPPING, AND TRAINING. The parties shall cooperate and assist each other in the training, equipping and maintaining of wildland firefighting forces in Storey County. The State shall assist Storey County in the organizing and training of cooperator forces to detect, contain, and extinguish wildland fires, and must do so without cost to Storey County.

6. WILDFIRE PRE-SUPPRESSION. The State may provide, at Storey County's request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre-project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The State may provide, at Storey County's request and subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs.

7. WILDFIRE SUPPRESSION. The parties shall utilize "closest forces" for all wildland fire responses. "Closest forces" are the closest available resources needed to initially respond to fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of human life and property. Beyond this initial attack, "closest forces" is modified and Storey County may request the most appropriate resource to aid in the suppression of a wildfire.

8. REPORTING/NOTIFICATION. Storey County shall immediately notify the State Duty Officer of any wildland fire in their jurisdiction that may require State assistance at time of size up.

9. PRESCRIBED BURNING. The parties shall coordinate the technical aspects of prescribed fires and fuels reduction projects. Prescribed burning costs are not eligible for reimbursement under the WFPP. Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP.

10. REVIEW COMMITTEE. The State shall establish and appoint a review committee and its members to adjudicate issues between the parties that cannot be informally resolved. The review committee must be composed of one State representative and two individuals from jurisdictions other than where the dispute is occurring. When an issue arises, the committee must meet to discuss the relevant issues and determine a non-binding recommendation to be sent to the State for a final decision. Committee decisions do not alter or supplant any other rights or remedies available under law.

11. BILLING

a. The State shall provide a template/process for billing Storey County's qualifying expenses for the WFPP. At minimum, the billing invoice must include:

- i. One incident per invoice;
- ii. Incident name;
- iii. Incident start date;
- iv. Incident number (State and Federal);
- v. Contact point for questions;
- vi. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies), Incident Dispatch Log).

b. Storey County shall prepare and submit to the State incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain Federal Emergency Management Agency (FEMA), Civil Cost Recovery and other incidents that warrant specific time tables. The State reserves the right to return and demand correction of the billing packages that do not meet the requirements outlined above. If the six (6)-month timeframe cannot be met, Storey County must provide written notification to the State. Failure to meet these timelines is not to be construed as a release or waiver of claims for reimbursement against the other party.

c. For FEMA billings, the State shall submit all bills that qualify for the Fire Management Assistance Grant Program (FMAG). Storey County shall send estimated bills to the State within 30 days of the fire being declared out, and shall track the resources and costs associated with wildland fires.

12. NON-WILDLAND FIRE EMERGENCY ASSISTANCE. If resources are available, the State may provide Storey County with assistance, at no cost, for emergencies that threaten human life or property. This includes, but is not limited to, the use of the State's aircraft, Conservation Camp Crews, apparatuses, and heavy equipment.

13. COST SHARE AGREEMENTS. Storey County shall notify the State Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. In order for the County to qualify for reimbursement of any expenses incurred through a cost-share agreement under the WFPP, the County must consult the State in the development of the agreement. No expenses incurred through a cost-share agreement are eligible for payment through the WFPP unless the cost-share agreement is first ratified by the State.

14. FIRE INVESTIGATIONS. To the fullest extent possible and as permitted by state law, the parties shall render mutual assistance and share information related to investigation, law enforcement activities, and court prosecutions arising out of this Agreement. Storey County shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

**Special Use Permit No. 2013-004 by the Nature Conservancy (McCarran) Applicant is requesting a special use permit in APN 004-092-62, 004-091-77 and 004-091-78 (approx. T20N, R22E, Sections 28, 39, 32 and 33 MDBM)(39° 33'38"N, 119°32'11"NAD) to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat improvement, noxious weed eradication and recreation.**

**Vanessa Dufresne**

---

**From:** Donna Giboney  
**Sent:** Friday, March 22, 2013 7:37 AM  
**To:** Vanessa Dufresne  
**Subject:** 4/2/13 Commissioner Agenda

*Good Morning Vanessa,*

*The following was approved last night by the PC and is ready for the April 2<sup>nd</sup> Commissioners agenda:*

**DISCUSSION/FOR POSSIBLE ACTION:** Special Use Permit No. 2013-004. By The Nature Conservancy (McCarran).

Applicant is requesting a Special Use Permit on APN's 004-092-62, 004-091-77, and 004-091-78 (approx. T20N, R22E, Sections 28, 29, 32, and 33 MDBM) (39° 33'38"N, 119°32'11" NAD) to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat improvement, noxious weed eradication, and recreation.

*You have a wonderful day and weekend.*

*Donna Giboney*

*Administrative Specialist*

*Storey County*

*Community Development Department - Planning Division*

*110 Toll Road - P.O. Box 526*

*Virginia City, NV 89440*

*775-847-0966*

*[dgiboney@storeycounty.org](mailto:dgiboney@storeycounty.org)*



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## Vanessa Dufresne

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**From:** Austin Osborne  
**Sent:** Friday, March 22, 2013 9:20 AM  
**To:** Vanessa Dufresne  
**Cc:** Donna Giboney; Pat Whitten; Dean Haymore; robert morris; Bill Maddox  
**Subject:** Staff Report: Board 4/2/13 Meeting  
**Attachments:** 13-004 Nature Conservancy (Board).pdf

Vanessa,

Please see attached SUP Nature Conservancy staff report for the April 2 (9:00 a.m.) Commissioners' packets. I understand that Donna has coordinated with you for agenda language and has already conducted necessary property notifications. Please feel free to inquire as needed.

Thank you,  
Austin

**Austin Osborne**  
Administrative Officer & Senior Planner  
Storey County Courthouse  
Box 176 Virginia City, NV 89440  
Office: 775.847.0968  
Cell: 775.291.4693  
Fax: 775.847.0949  
[aosborne@storeycounty.org](mailto:aosborne@storeycounty.org)

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# STOREY COUNTY

## Board of County Commissioners

### Staff Report

**CASE NO.** 2013-004

**APPLICANT:** The Nature Conservancy (Patti Bakker)

**PROPERTY OWNER:** NV Energy

**APN NUMBER:** APNs 004-092-62; 004-091-77; and 004-091-78

**PROJECT LOCATION:** T20N, R22E, Sections 28, 29, 32, and 33 MDBM.  
(39° 33'38"N, 119°32'11" NAD)

**REQUEST:** Request to obtain a special use permit to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat enhancement, noxious weed eradication, and recreation opportunity.

**MEETING LOCATION:** Storey County Courthouse, District Courtroom  
26 South "B" Street, Virginia City, Nevada

**MEETING DATE:** April 2, 2013

**MEETING TIME:** 9:00 AM

## I. KEY TERMS & DEFINITIONS

**1.1 Truckee River Flood Management Authority Project.** This is a joint effort between the cities of Reno and Sparks, Washoe County, and the U.S. Army Corps of Engineers, and other stakeholders such as Storey County to develop a viable long-term solution to flooding that occurs near the banks of the Truckee River in the Truckee Meadows. It is composed of membership from the cities of Reno, Sparks, and Washoe County (the Flood Management Authority). Storey County is not a member of the FMA; however, through regional cooperation and its membership on the FMA's Technical Advisory Committee (TAC), the county is involved in planning processes pertaining to the Flood Project and potential impacts, both positive and negative, that could occur downstream in Storey County.

**1.2 The Nature Conservancy.** This is a worldwide organization that advances conservation and employs conservation projects with many partners, from individuals and governments to local nonprofits and corporations. In this special use permit request, The Nature Conservancy (applicant) has partnered with the Truckee River Flood Project FMA – from which it receives much of its funding – to engage in restoration efforts along portions the Truckee River in Storey and Washoe Counties, including the Pyramid Lake Paiute Tribal Lands.

## **II. BACKGROUND**

**2.1 Planning commission action.** At its March 21, 2013, hearing, the planning commission heard testimony from the applicant, county staff, and the public. The applicant provided a Power Point presentation with diagrams, photos, and maps of the subject property and proposed project. Discussion between the commission, staff, and the applicant included project costs and funding, conservation easements and ownership, FEMA “no-rise” certification for flooding, long-term site maintenance, access, zoning and land use entitlements, and overall benefits and impacts to the site and surrounding area. There was no public comment or opposition presented regarding the proposal. County staff read into the record its recommended findings to be included with a motion for approval. The planning commission voted unanimously (7 votes with all present) to approve the project in accordance with stated findings as recommended by staff.

**2.2 Requirement by code.** This special use permit was submitted as required by SCC Sections 17.35.040(T) (Uses Subject to Special Use Permit) in the “I-2 Heavy Industrial Zone” and “NR Natural Resources Zone” which list natural resources projects including river and waterway restoration, wetland creation, water restoration, and recycling as being allowable with a special use permit.

**2.3 Existing Conditions.** Under the authority of the Flood Control Act of 1954, the U.S. Army Corps of Engineers altered the natural flow of the Truckee River between the Truckee Meadows and Pyramid Lake to reduce flooding in the Cities of Reno and Sparks. The river channel was straightened and widened in many sections. The straightening led to channel down-cutting and deepened the groundwater table. These man-made changes to the river environment disconnected the river from the riparian habitat and surrounding floodplains. Without access to groundwater, regeneration of native riparian vegetation had been impaired for decades, and invasive species have begun to dominate the riparian communities along the river’s edge (see application, p. 12, in Exhibit A herein).

**2.4 Proposal Project Summary.** The proposal is to restore and enhance water quality and riverine habitats of the Truckee River to a more natural condition. It includes approximately 87 acres of land, including the river. The proposed channel and floodplain restoration at the Tracy Project (Figures 3.1 and 3.2) will facilitate flood management, water quality, habitat for special-status species, biological productivity and diversity, noxious weed eradication, restoration of native plants, and recreation opportunities. Examples of projects by The Nature Conservancy along the Truckee River between Sparks and Pyramid Lake, including several in Storey County, is provided in pp. 12-13 of the submitted application and at their website\*. The project proposed in this application is similar to those other projects.



**Figure 2.1:** The top image shows existing conditions at and around the Tracy Pond. The river channel is cut well below surrounding grade and its banks are fully vertical in most areas. Stream bank erosion (right) and river channeling is exacerbated by the inability of plant species to reach the groundwater table and establish themselves. The bottom image shows the banks of the Truckee River at the McCarran Ranch, located approximately two miles west, following restoration efforts by the applicant to this SUP.

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\*TNC's Mustang Ranch River Restoration Project:

(<http://www.nature.org/ourinitiatives/regions/northamerica/unitedstates/nevada/placesweprotect/truckee-river-project.xml>)

### III. ANALYSIS

**3.1 Land ownership and right.** The project will take place within a Conservation Easement on land owned by NV Energy near the Tracy-Clark Power Plant in Storey County. The Conservation Easement provides that the subject property is reserved for natural resources conservation and projects similar to what is proposed under this SUP application. Industrial, commercial, and residential development is not allowed within this Easement.

**3.2 Project description.** The SUP Application provides details of the primary elements of the proposed river restoration project including phasing and long-term self-sustainability of the riverine environment. They are summarized below and detailed in the SUP Application pp. 1-10.

- Lowering the floodplain primarily along the south side of the Truckee River
- Excavating a new meandering channel within the new river floodplain
- Constructing riffles and grade control in the revised river channel
- Sequestering spoils along the new channel margins
- Transferring flow from the old channel into new revised channel
- Backfilling the old channel
- Constructing a berm along the northwestern flank of the project to prevent flood capture of the north abutting NV Energy cooling pond (to remain in place)
- Filling a small pond on the north side of the project
- Widening the channel downstream of the primary floodplain construction area
- Reinforcing the south bank in the widened area to reduce bank erosion currently occurring in the area
- Re-vegetating abutting riparian and wetland areas with a combination of natural recruitment and planting efforts

**3.3 Best Management Practices.** The SUP Application includes a detailed description (pp. 6-13) of Best Management Practices (BMPs) that will be employed in each phase of the project. BMPs include measures that are taken to protect air, water, and land quality at and surrounding the project site. A summary of the BMPs to be implemented in the project are as follows:

**A. During Construction.**

- Erosion control during construction, including straw wattles, silt fencing, etc.
- Protection of the river while conducting floodplain grading, including activities inside the river floodway
- Air and water quality monitoring
- Installation of surfaces appropriate for equipment egress and circulation
- Removal of site BMPs
- Rip and re-vegetate haul roads and other compacted areas

**B. Post-Construction.**

- Primary haul roads along both north and south sides of the river will be graveled with three-quarter inch road base rock

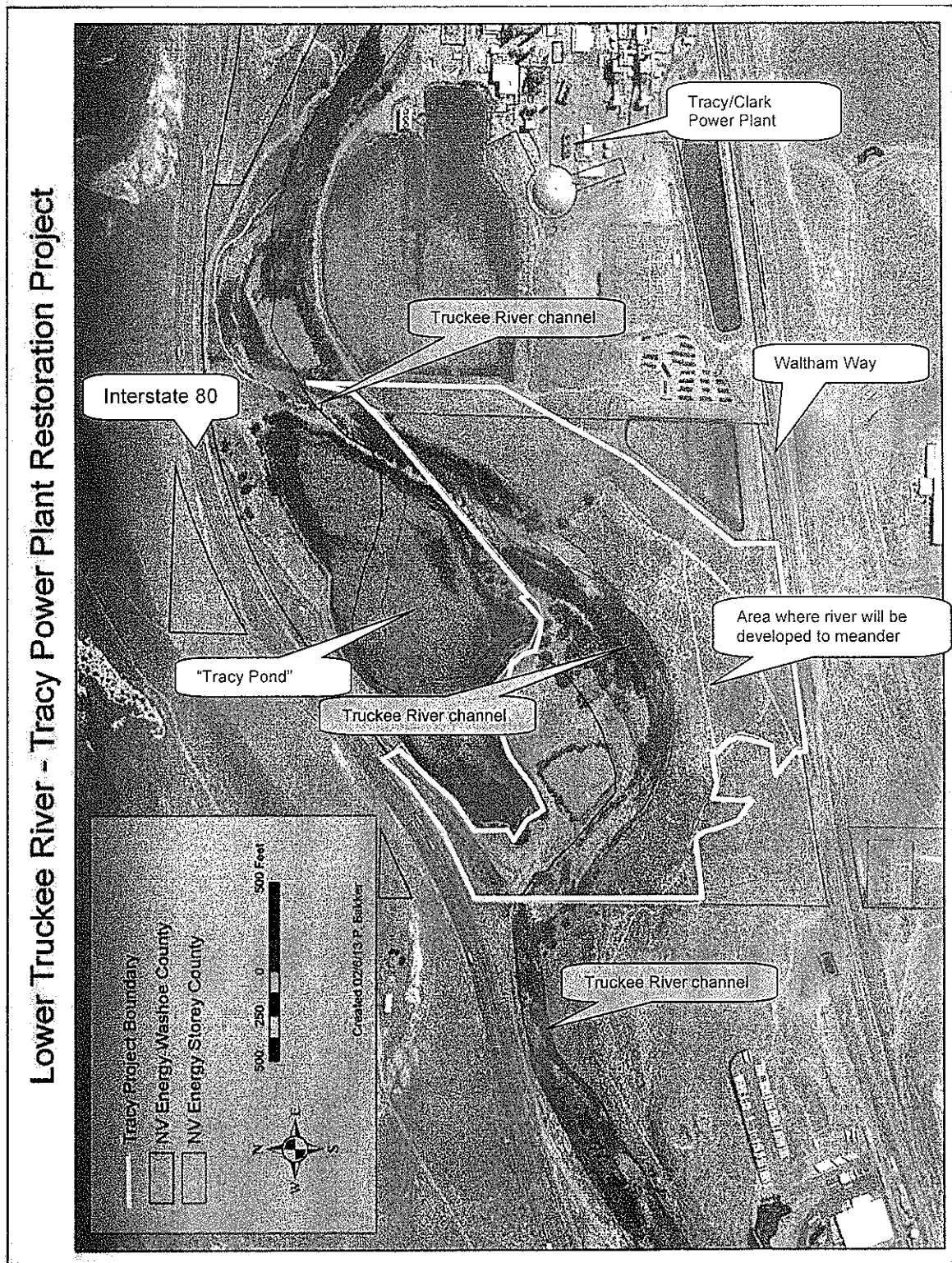
- Temporary construction roads of native surface will be ripped or disked to reduce compaction in preparation for re-vegetation efforts
- Re-vegetation/Air Quality/Erosion Treatments

**3.4 Access.** Primary access to the site will be from an existing NV Energy road along the north side of the Truckee River, which doubles as part of the Tahoe-Pyramid Trail System. It is a 10-foot wide compacted and graveled road suitable for light vehicles and heavy equipment. The road also includes several potential staging areas which double as potential sites for emergency vehicle staging areas. Secondary access is provided by a frontage road exiting Waltham Way. A stream crossing structure may also be installed to shorten hauling distances, prevent crossing the Union Pacific Railroad, and to reduce hauling costs. The crossing would be removed at project completion as required by the Nevada Division of Environmental Protection. Additional secondary access roads will be graded approximately as needed on adjacent floodplains; they will have native surfaces which may be watered and re-graded as necessary during construction.

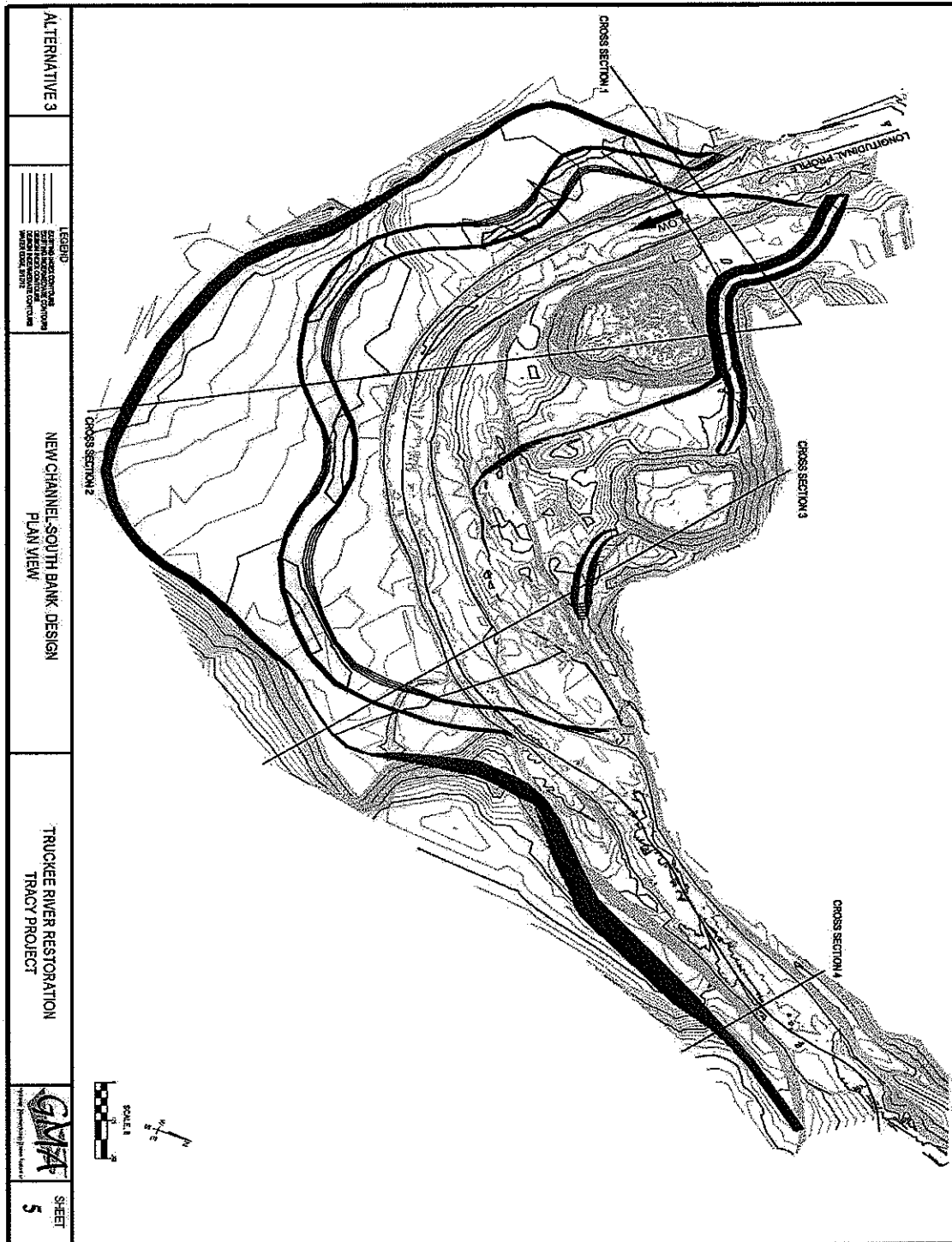
**3.5 Location of rock and gravel stockpiles.** The SUP Application (pp. 3-4) provides details of estimated volumes of material stockpiles as well as anticipated cut-and-fill volumes. Potential flood events and erosion have been considered in the placement and design of material stockpiles and BMPs during project phases.

**3.6 Equipment staging and washing areas.** There will be a designated area for vehicle and equipment staging, maintenance (if necessary), and washing. The area will be located approximately 100' or more from the river and other natural water bodies. Washing vehicles periodically is important to reduce petroleum and noxious weed seeds from entering the river from project equipment. For this reason, the Nevada Division of Environmental Protection will closely monitor all vehicles entering the waterway.

**3.7 Petroleum pipeline.** The petroleum pipeline that runs along the Truckee River between California and Fallon, Nevada, is well marked with above-ground signage. Maps and other evidence on-file show the pipeline located far away from the subject property. The project is not expected to cause any potential impact on said pipeline.



**Figure 3.1:** The project is located in both Storey and Washoe Counties. The project boundaries follow property lines, conservation easements, and existing and propose river waterways.



**Figure 3.2:** The project will result in substantial amendments to the existing river channel and its abutting terrestrial environments. The created river meanders will result in a long-term sustainable and naturally managed river banks and riparian environment. The proposal does not include modification to the existing Tracy Power Plant cooling pond.



## IV. KEY ISSUES

**4.1 Overhead power lines.** The site includes overhead power lines and 16 of supporting structures (poles). The applicant submitted plans to their owner, NV Energy, for them to be relocated. Eight of those poles will be relocated; six will be moved to the south side of the property; and two will be installed along the new river channel after it is completed.

**4.2 Site management.** A site manager should be present on-site at all times during hours of operation to maintain a safe and orderly environment. The site manager should also have knowledge of and access to site facilities, access points, fire and emergency equipment, etc.

**4.3 Emergency access.** Egress points and routes leading to the site are confusing and not well marked. The Applicant should consult with the Storey County Fire Department to establish an emergency access plan that becomes part of the SUP.

**4.4 Special environmental consideration.** The proposed activities, including overall site and waterway work and management, will be closely monitored and regulated by the Nevada Division of Environmental Protection and applicable State and Federal regulations. The recommended conditions of the SUP serve to require compliance with the regulations and oversight and not become redundant or in conflict therewith.

**4.5 No-rise.** The project and the conditions it creates will not cause a rise in flood waters in the local area or upstream. It will comply with Flood Insurance Rate Map (FIRM) Base Flood Elevation (BFE) requirements of the Federal Emergency Management Agency (FEMA).

## V. LAND USE COMPATIBILITY

The purpose and findings in SCC Section 17.35.010 (Purpose and Intent of the I-2 Heavy Industrial Zone) is to provide areas for the development of industrial uses that, by nature of their intensity, may be incompatible with other types of land use activities. Although zoned Industrial, the subject property is located in and adjacent to the exiting Truckee River channel and appears to cause no adverse impacts to adjacent industrial uses, unimproved property intended for industrial use, or other existing or future uses. A portion of the project is also zoned NR Natural Resources, which pursuant to SCC 17.76.010 (Purpose of the NR Zone) is to promote the preservation of land to conserve and enhance natural and scenic resources, archeological and cultural sites, primitive areas, watersheds, and flood-prone areas from unreasonable impairment.

## VI. PUBLIC SAFETY

Signage should be installed at each port of entry and the project parameter as appropriate warning of potentially hazardous conditions. Appropriate barriers, such as temporary fencing, should surround potential hazardous conditions and all vehicles and equipment during periods of inactivity. The project area should be otherwise maintained in an orderly and safe manner.

## VII. GENERAL ORDINANCE COMPLIANCE

This special use permit was submitted as required by the Storey County Zoning Ordinance (2012). The land is not located within the boundaries of the Tahoe-Reno Industrial Center, and, thus, it is not subject to the zoning regulations contained in the Storey County/Tahoe-Reno Industrial Center Development Agreement.

## VIII. MASTER PLAN

The proposed special use permit conforms to the goals and objectives of the Storey County Master Plan including: protecting the quality of present and future water resources (Chapter 5, Goal 2); regulating use of watershed areas to minimize fire danger and prevent degradation (Chapter 5, Goal 4); assisting property owners and interested groups in controlling public use of critical watershed and riparian areas (Chapter 5, Objective 4.1); cooperating with property owners and interested groups in the county in maintaining wild horses and other grazing animals (Chapter 5, Objective 4.2); providing adequate park and recreation facilities for all residents of the county (Chapter 6, Goal 2); maintaining a healthy environment for all residents of the county (Chapter 9, Goal 1); and ensuring land use plans are compatible with the zoning map, master plan, and previous planning decisions (Chapter 9, Objective 1.1).

The following table shows the existing uses, zoning classifications, and master plan designations for the subject property and its abutting properties.

AREA DESCRIPTION			
	LAND USE	MASTER PLAN DESIGNATION	ZONING
<b>SUBJECT LAND</b>	Vacant. NV Energy power plant cooling ponds. Overhead power utilities.	Heavy Industrial including manufacturing, warehousing, logistics, and commercial uses (Note: Outside TRI Center) and riparian environmental restoration	I-2Heavy Industrial & NR Natural Resources
<b>LAND TO NORTH</b>	Vacant (Washoe County) Interstate 80	Rural, commercial, and industrial uses	General Rural
<b>LAND TO SOUTH</b>	Vacant. NV Energy overhead power utilities.	Heavy Industrial including manufacturing, warehousing, logistics, and commercial uses	I-2Heavy Industrial
<b>LAND TO EAST</b>	Warehouses, small-manufacturing, and trucking logistics companies	Heavy Industrial including manufacturing, warehousing, logistics, and commercial uses	I-2Heavy Industrial
<b>LAND TO WEST</b>	Mars pet food manufacturing facility. Mars pet food parking and vehicle staging areas.	Heavy Industrial including manufacturing, warehousing, logistics, and commercial uses	I-2 Heavy Industrial

## IX. FINDINGS

**9.1 Motion for Approval.** The following are found to be factual regarding the proposed special use permit under the recommended conditions of approval shown in Section X of this report. A motion for approval should include these findings.

- A. SCC Sections 17.35.040(T) and 17.76.020(H) (Uses Subject to a Special Use Permit) require a special use permit for nature resource projects including river and waterway restoration, wetland creation, and recycling in the I-2 Heavy Industrial and NR Natural Resources Zones.
- B. The subject land is located in McCarran, Nevada, but is not located within the boundaries of the Tahoe-Reno Industrial Center; therefore, the proposed use is not subject to the restrictions or entitlements of the Development Agreement between Storey County and the Tahoe-Reno Industrial Center.
- C. The conditions of SUP No. 2013-004 will not conflict with the purpose, intent, and other specific requirements of the I-2 Heavy Industrial Zone and the NR Natural Resources Zone, in which the project is located.
- D. The proposed project and the final product will not conflict with or adversely impact surrounding existing land uses, future land uses, or land use entitlements therein under the I-2 Heavy Industrial Zone.
- E. The conditions under SUP No. 2013-004 are at least as stringent as and not in conflict the applicable federal, state, and county regulations. The minimum requirements under SCC Chapter 17.03 Administrative Provisions for special use permits are applied to the conditions of this SUP.
- F. The conditions of approval under SUP No. 2013-004 impose sufficient regulations on the proposed project to reasonably mitigate associated impacts on the surrounding environment and closest land uses.

**9.2 Motion for Denial.** Should a motion be made to deny the river restoration project, the following findings of fact with explanation why should be included in that motion:

- A. The proposed river restoration project or the final product thereof conflicts with one or more of the stated goals and objectives of the county master plan.
- B. The proposed river restoration project or the final product thereof, even with reasonable conditions and mitigation, will conflict with the purpose, intent, and other specific requirements set forth in the I-2 Heavy Industrial Zone or the NR Natural Resources Zone in which it will be located.
- C. The proposed river restoration project or the final product thereof, even with reasonable conditions and mitigation, will cause adverse impacts to surrounding existing land uses, future land uses, or land use entitlements therein under the I-2 Heavy Industrial Zone and/or the Development Agreement between Storey County and the Tahoe-Reno Industrial Center.

## **X. CONDITIONS OF APPROVAL**

The following conditions are recommended by staff to be part of the approved special use permit. If approved, the conditions must be met to the satisfaction of each applicable county department, unless otherwise noted.

1. **Special uses.** Special Use Permit (SUP) No. 2013-004 is for the purpose of restoring and enhancing the water quality and riverine habitats of the Truckee River to a more natural condition by moving and widening the exiting river channel; creating meanders, oxbows, and other water bodies associated with the river environment; and removing existing vegetation and replacing it with native plant species. The SUP will be used pursuant to the advisory motion made by the planning commission and approval by the Board of Storey County Commissioners ("Board") on property located approximately at T20N, R22E, Sections 28, 29, 32, and 33 MDBM (39° 33'38"N, 119°32'11" NAD) (APNs 004-092-62; 004-091-77; and 004-091-78). The operation will comply with all of the requirements under this SUP and federal, state, and county regulations. Issuance of this SUP does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.
2. **Permits and expiration.** The Permit Holder must apply for all applicable building and grading permits within 24 months from the date of Board approval. This SUP will remain valid as long as the Permit Holder and facility complies with the terms of this SUP and federal, state, and county regulations. No construction or permitting for construction may commence prior to issuance of this SUP and granting of required grading permits.
3. **Transfer of rights.** This SUP will inure to the record owner of the Subject Property (NV Energy) and to the Permit Holder (The Nature Conservancy) and will run with the land. Any and all transfers of this SUP to other persons, agencies, or entities must be advised in writing by Certified Mail to the Community Development/Building Department at least 90 days prior to assignee taking over the project. The new owners/managers must sign and accept all conditions and requirements of this SUP.
4. **Indemnification and insurance.** The Permit Holder warrants that the future use of land will conform to federal, state, and county requirements; further, the Permit Holder warrants that continued and future use of the land shall so conform. The Permit Holder and property owner(s) agree to hold Storey County, its officers, and representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this SUP. The Permit Holder must maintain satisfactory liability insurance for all aspects of this operation under this SUP for a minimum amount of \$1,000,000.00 (one million dollars) and provide proof thereof to Storey County prior securing rights to this SUP.
5. **Site supervision.** A staff manager must be present on the premises at all times during operations. That person must have knowledge of and immediate access to restrooms, fire suppression devices, First-Aid kits, and all locked gates. While on the premises, the on-

site manager must possess a cellular telephone with adequate signal to send and receive signals to and from Emergency 9-1-1 and Storey County Emergency Services direct-connect 775-847-0950. All staff using cellular phones must be directed by the Permit Holder or his designed to **dial Storey County Emergency Services Direct-Connect (775) 847-0950 (in lieu of 9-1-1) in case of emergency.** Emergency 9-1-1 still is appropriate from land-line telephones.

6. **Fire suppression.** The Permit Holder must maintain fire extinguishers throughout the premises to the satisfaction of the Storey County Fire Department ("SCFD"). Each device must be identified by large and brightly colored (i.e., red and white) identification which includes the words "FIRE EXTINGUISHER". Additionally, the Permit Holder will be held responsible for assuring that all vehicles and heavy equipment (e.g., tractors and other mobile equipment) are equipped with a 5 pound minimum ABC rated fire extinguisher.
7. **Egress and circulation.** The Permit Holder must coordinate an emergency access plan with the SCFD prior to project commencement. All access and circulation routes must meet the requirements for hard-surfacing sufficient to support the weight of a fire engine as approved by the SCFD.
8. **Roadway approaches.** Egress points abutting Waltham Way or other paved county right-of-ways must include an approach sufficient in design to prevent mud and debris tracking from the site onto the public roadway. Any mud or debris tracked onto the roadway must be removed by the contractor immediately as allowable by the Nevada Division of Environmental Protection ("NDEP") and the National Environmental Policy Act (NEPA) regulations. Mud, sand, and debris must not be allowed to adversely impact existing drainage systems.
9. **Overhead power lines.** Several power utility lines (approximately 16) cross the site. The Permit Holder must have the lines removed or located with permission of their owner(s) or exercise due care to protect them from heavy equipment working in the area.
10. **Signage.** A legible sign must be placed at entry of the premises during project phases stating the name of company/organization responsible for construction, street address and number of the project site, and contact phone number(s). This sign must be at least 2 feet by 3 feet in size. Appropriate signage must be installed on and around the premises stating rules for entry and circulation (e.g., no trespassing, travel permitted only on designated pathways, etc.). The Storey County Public Works Director may require that temporary signs (e.g., sandwich-boards) indicating crossing truck traffic (i.e., "Truck Crossing") be installed along the east and west bound lanes of Waltham Way near egress.
11. **Restrooms.** The Permit Holder must provide properly maintained restroom facilities (porta-potties) and wash stations adequate to meet the sanitation needs of persons on the premises during project construction phases. The number of restroom facilities provided during this period is pursuant the projected number persons on the premises at any given

time, as recommended by the Portable Sanitation Association International (PSAI). Each restroom must include a properly maintained alcohol-based gel hand sanitizer dispenser.

12. **Cultural resources plan.** A comprehensive archeological, historic, and cultural resources study must be performed on the premises as required and directed by the Nevada State Department of Cultural Affairs at the expense of the Permit Holder in order to determine the presence of any paleontological resources (historic or prehistoric site or artifacts) that may be located on the premises. Should any prehistoric or historic remains/artifacts be discovered during development or excavation, work must temporarily be halted at the specific site and the Storey County Community Development Department must be notified in order to evaluate the site and, if deemed necessary, to record and photograph the site in question. The period of temporary delay will be limited to a minimum of two working days from the date of notification, unless it is a significant find and it is deemed necessary to provide more time to evaluate and protect historical remains or artifacts.
13. **No-rise.** The project and the conditions it creates must comply with the Federal Insurance Rate Map (FIRM) Base Flood Elevation (BFE) requirements (e.g., “No Rise Certification”) of the Federal Emergency Management Agency (FEMA).
14. **Release of species.** No species listed as “threatened” or “endangered” pursuant to the U.S. Endangered Species Act may be brought to or released on or near the subject property. Species include, but are not limited to, Sage Grouse.
15. **Environmental controls.** The Permit Holder must obtain an NDEP Dust Control Permit and furnish Storey County copies of the permit. All non-vegetated surfaces must be appropriately and consistently treated to mitigate fugitive dust and sand. Best Management Practices (BMPs) must be employed throughout the entire project premises and egress points. At no time may secondary effluent be applied to surfaces within the premises, including for dust control, vehicle and equipment washing, and other activities. BMPs and other environmental controls in and around the Truckee River and the project site must comply with the detailed plans contained in SUP Application No. 2013-004, unless required otherwise by a federal or state agency. Trees, shrubs, and other vegetation and ground surfaces must be preserved to the extent feasible.
16. **Vehicle and equipment storage.** Inactive vehicles and equipment must be stored within a protected staging areas located a minimum of 100 feet from natural water bodies. To minimize the potential for discharge of fuel spills and other pollutants into the river, the staging area must be located and graded such as to contain and prevent potential contaminates from entering natural water bodies.
17. **Sales tax reporting.** All material and equipment purchased for the project must as possible be received in Storey County and the value reported as “County-of-Delivery” on the Nevada Department of Taxation Form TPI-02.01 “Combined Sales and Use Tax Return”. The Permit Holder must also report the value for all materials and equipment (personal and rented) “used” on this project as “Use Tax” on TPI-02.01 or TPI-02.02.

18. **Spillage.** Any hydrocarbon or environmental spill incidents involving 25 gallons or more of any petroleum product (e.g., gasoline, diesel, and hydraulic fluid) or 3 or more cyds of contaminated material, or any presence of such material on or in ground/surface water must be reported immediately to Storey County Emergency Services (775) 847-0950 (in lieu of 9-1-1). Additionally, under Nevada State Law, the incident must be immediately reported to the Local Emergency Planning Committee (Emergency Management Director), Storey County Community Development Department, and the NDEP. The applicant must comply with the NDEP's clean-up requirements and provide said County departments a copy of NDEP's completion of remediation. All hazardous materials incident clean-up and response costs are borne by the Permit Holder as part of this SUP.

## **XI. POWER OF THE BOARD AND PLANNING COMMISSION**

At the conclusion of the hearing, the planning commission must take such action thereon as it deems warranted under the circumstances and shall announce and record its action by formal resolution, and such resolution shall recite the findings of the planning commission upon which it bases its decision. Conditions of approval must be included in the resolution. The resolution will be sent to the Board of County Commissioners at the next appropriate regularly scheduled meeting. The decision of the planning commission in the matter of granting, granting with conditions, or denying the SUP will be advisory only to the Board of County Commissioners.

## **XII. PROPOSED MOTIONS**

This section contains 2 motions from which to choose. The motion for approval is recommended by staff in accordance with Findings under Subsection 9.1. Those Findings should be made part of that motion. Motion 2 for denial may be made and that motion should cite one or more of the Findings shown in Subsection 9.2. Other Findings of fact determined appropriate by the Board should be made part of either motion.

- A. **Recommended motion.** Based on Findings of Fact shown in Subsection 9.1, the conditions of approval shown in Section X of this report, and the motion for approval by the planning commission, the Board approves SUP Application No. 2013-004 to amend portions of the Truckee River channel and abutting floodplain areas for the purpose stated forth in the SUP Application.

*Summary: Approve river restoration project as proposed*

- B. **Alternative motion.** Based on Findings of Fact shown in Subsection 9.2 and against the recommendation by staff and the planning commission, the Board denies SUP Application No. 2013-004 to alter portions of the Truckee River channel and abutting floodplain areas for the purpose stated forth in the submitted SUP Application.

*Summary: Deny the application for river restoration project*

Prepared by Austin Osborne, Senior Planner

**Exhibit A: SUP Application**

**Exhibit A: SUP Application No. 2013-004 Project Descriptions**

**Storey County Special Use Permit Application  
Truckee River Restoration Program- Tracy Project**

**1. Project or Request Description**

**a. Summary**

The primary purpose of the project is to restore and enhance the water quality and riverine habitats of the Truckee River to a more natural condition by restoring the physical and biological functions of a self-sustaining aquatic ecosystem. The proposed channel and floodplain restoration at the Tracy Project site will create a variety of benefits in terms of flood management, water quality, habitat for special-status species, biological productivity and diversity, noxious weed eradication, restoration of native plants, and recreation opportunities.

The project proposes to lower the existing (abandoned) floodplain in order to reconnect it with the Truckee River which will be relocated into a smaller more sinuous channel. 1,750 feet of old channel will be filled while 2,900 feet of new channel will be created within the new floodplain resulting in 1,150 feet of additional channel. A large berm along the north side will contain flood flows and the channel will be widened along the downstream end of the project to provide additional channel capacity and reduce existing bank erosion and slope failure. Swales and scour channels will be excavated into the designed floodplain surface to provide topographic and hydrologic complexity and to increase flood water storage potential.

**Primary elements of this project include:**

- Lower the floodplain primarily along the south side of the Truckee River.
- Excavate a new meandering channel within the new floodplain.
- Construction of riffles and a grade control in the new channel.
- Sequester spoils along channel margins.
- Transfer of flow from old channel into new channel.
- Backfill the old channel.
- Construction of a berm along the northwestern flank of the project to prevent flood capture of the large cooling pond.
- Fill a small pond on the north side of the project.
- Widen the channel downstream of the primary floodplain construction area.
- Reinforce the south bank in the widened area to reduce bank erosion currently occurring in that area.
- Revegetation of riparian and wetland areas with a combination of natural recruitment and The Nature Conservancy (TNC) planting efforts.

**b. Construction Sequence and Best Management Practices (BMPs)**

Below is a summary of construction activities listed in the sequence suggested to minimize environmental impacts. The exact sequence may vary as long as appropriate BMP measures are incorporated prior to disturbance.



**1. Pre-construction Activities**

1. Establish primary site access route and staging/equipment washing areas along existing NV Energy road, and allocate stockpiling areas.
2. Install wire-backed silt fencing or straw wattle (fiber rolls) for compliance with BMPs.
3. Stakeout and fence existing riparian save areas.
4. Grade unimproved portion of main haul roads and water and re-grade as necessary.
5. Install type II turbidity curtain along north bank to minimize impacts during floodplain grading.
6. Clear and grub north side floodplain, haul away debris.

**2. Construction of Floodplains and Berms**

1. Perform daily water and air quality monitoring procedures.
2. Establish stockpile locations, deliver berm rock slope protection (RSP) and channel crossing materials.
3. Spray rock stockpiles as prescribed for BMPs and use skeleton bucket to avoid scooping fines when loading.
4. Commence grading north side floodplain.
5. Fill pond and construct berm.
6. Install Type III turbidity curtain downstream of 102 Pond.
7. Construct gravel access pad to crossing location.
8. Build stream crossing structure and build access pad on south side contingent upon NDEP input and approval.
9. Install type II turbidity curtain along south bank.
10. Stakeout and fence riparian save areas.
11. Begin clearing and grubbing south floodplain and downstream channel expansion areas.
12. Begin excavation of south floodplain and downstream channel expansion areas.
13. Spoil ~59,000 CY near the old channel for eventual fill.
14. Spoil remainder in the sequestration areas indicated on the plans.
15. Install straw wattles or silt fencing as necessary.
16. Frequently inspect erosion BMPs and repair as necessary.

**3. Construction of South Floodplain, Channel Widening and New Channel**

1. Install gravel cobble plugs at the upstream and downstream interface of design channel and new channel to isolate the two channels.
2. Excavate the new channel as per the plans.
3. Over excavate riffles and groins.
4. Place prescribed materials at riffles, point bars and groins.
5. Bring design channel to finish grade.
6. Excavate trench for grade control structure.
7. Build grade control structure and backfill to floodplain grade.
8. Construct south side berm and place RSP on both slopes as prescribed.
9. Excavate swales and bring floodplain to finish grade.

#### **4. Redirecting the Truckee River into the Design Channel**

1. Spread the previously placed cobble plugs at both ends to allow flow into the design channel.
2. Minimize the duration of exposure of materials and equipment to the active river.
3. Move equipment back to north side and commence building cutover structure, placing coarser materials first, gradually building a coffer dam.
4. Place finer material to fill interstitial voids and divert flow and finish the structure to floodplain grade.
5. Once flow has switched into the design channel, construct a cobble plug at downstream end of old channel.
6. Backfill old channel with previously spoiled materials.
7. Treat banks near the cutover with RSP as prescribed.
8. Excavate north side and scour channels.

#### **5. Post-construction Activities**

1. Finish grading of excess fill materials in the upland spoils locations. These features will be re-vegetated for stabilization as soon after construction as conditions allow.
2. Remove stockpile and vegetation BMPs (e.g. welded wire-backed silt fences and hurricane fences).
3. Remove the temporary cobble access pads and revegetate the impacted areas.
4. Remove the site access BMPs.
5. Rip and revegetate haul roads and other compacted areas.

#### **c. Detailed Pre-construction Activities and BMPs**

Phased construction will combine various activities and BMPs to minimize surface water contact with exposed cuts and fills, and reduce or prevent associated impacts. The following Pre-construction, construction and Post-construction BMPs will be implemented.

##### **1. Construction Access**

Primary access to the site is along the established NV Energy road along the north side of the river, which doubles as part of the Tahoe Pyramid Trail System. It is a 10 foot wide compacted and graveled roadbed suitable for heavy equipment. Several potential staging areas exist along this road. The south side of the river may be accessed by the frontage road exiting Waltham Way, though this route is much longer. A stream crossing structure may be installed to shorten hauling distance, prevent crossing the railroad and reduce hauling costs. The decision to construct a stream crossing structure will be made closer to the beginning of actual construction in conjunction with NDEP input and approval. Additional secondary access roads will be graded approximately as needed on floodplains and will have a native surface which can be watered and re-graded as necessary during construction.

##### **2. Location of Rock and Gravel Stockpiles**

Gravel and cobble can be end-dumped and loaded in areas with good turnaround access along the north side of the river. Riprap materials should be stored near the placement sites. Along the south side of the river, in the channel expansion area, a storage location will be developed during the grading process. All materials to be placed in the river will be washed by spraying the stockpiles with the water trucks. Washing will be repeated as piles are depleted.

### 3. All Construction Volumes and Areas

**Table 1. Estimated construction materials volumes for Truckee River near Tracy**

Design Item	Estimated Volumes (CY)
Road Treatment Gravel	500
Point Bar Fill Gravel Placement	2,500
Riffle Fill Gravel Placement	2,500
Gravel Purchase/Hauling	5,500
Stream Crossing Cobble	600
Groin Cobble	800
Riffle Fill Cobble Placement	2,500
Cobble Purchase/Hauling	3,900
N Cooling Pond Berm Construction (locally screened soils)	12,000
S Cooling Pond Berm Construction (locally screened soils)	19,000
Material Screening	31,000
Riprap -- South side lower benches	17,000
Riprap -- North side berm	21,000
1-2 ton Boulders -- Grade Control Structure	700
Rip-Rap -- Channel Cut-Off Structure	5,200
Riprap Purchase/Hauling	43,900

**Table 2. Computed cut and fill volumes**

Area	Cubic Yards
Entire Project	Total Cut -336,000
	Total Fill 186,500
	Net cut -149,500
North Side Existing Channel	Pond Fill 66,000
	Berm Fill 13,000
	Total Cut -45,400
	Net Fill 33,600
South Side Existing Channel	Total Cut -235,200
	Total Fill 28,000
	Net cut -207,200
Channel Widening Near Power Plant	Total Cut -55,400
	Total Fill 19,500
	Net cut -35,900
River Channels	Old Channel Fill 60,000
	Design Channel Cut -114,000
	Net cut -54,000

#### 4. Staging Areas and Equipment Wash Sites

The staging areas will double as equipment wash sites. Parking surfaces will be graded to contain runoff and will be covered with gravel. Straw wattles (fiber rolls) will be staked along perimeters to further facilitate containment.

#### 5. Establishment of Turbidity Curtains

To minimize turbidity impacts during floodplain grading, a Type II heavy duty turbidity curtain (Figure1) will be installed parallel to the Truckee River stream bank. If both floodplains are graded simultaneously, the Type II turbidity curtains will be staked along both banks. Prior to diverting the Truckee River into the newly excavated channel, a floating Type III heavy duty turbidity curtain will be installed across the channel downstream of the site at the 102 pond approximately 9,000 feet downstream of the project.

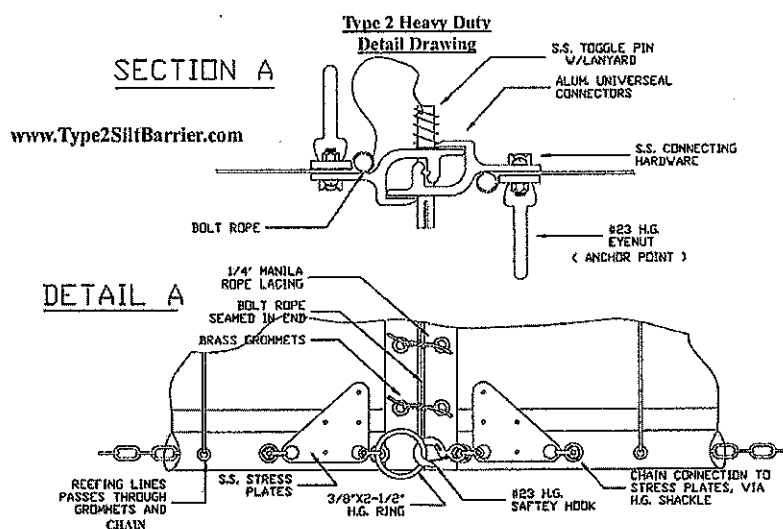


Figure 1. Detail of Type II heavy duty turbidity curtain, courtesy Granite Environmental

#### 6. Sensitive Areas

No disturbance will take place outside the project boundaries detailed in the project plans. Further, numerous riparian save areas exist within the project footprint and these must be fenced, flagged and avoided as delineated in final plans.

#### **d. Detailed Description of Construction and BMPs**

##### **1. Water and Air Quality Monitoring**

Background turbidity samples will be collected twice per day upstream of all planned activities, above the upstream diversion structure. Downstream samples will be collected below the 102 site which is located 9,000 feet below the downstream boundary of the project. Samples will be collected at the downstream site before, during and after construction activities each day at a sampling frequency of approximately once per hour.

Air quality will be qualitatively monitored by the contractor during all ground disturbance activities. Water trucks will be deployed as necessary to keep the production of air borne particulates to a minimum.

##### **2. Floodplain Grading**

The starting location and progression of floodplain grading will be chosen by the contractor. Excavators or scrapers will likely be used to lower the floodplains to the design grade. When gravel or cobble lenses are encountered, these materials should be screened and separated for potential use in cobble blankets. If chosen as the best option, the stream crossing structure will be constructed at this point.

##### **3. Excavation of Swales, Wetlands and Scour Channels**

After the floodplain is lowered to the designed grade, new features will be cut into the landscape as detailed in the (final) plan and under supervision from TNC staff. The primary elements of such features are to provide seasonal hydrologic connectivity to water in the main river channel: wetlands will be nearly always wet; swales will be wet during spring runoff; and scour channels will flow during flood events, serving to slowly return water from floodplains back to the main channel.

##### **4. Excavation of New Channel within Lowered Floodplain**

Riffle and bar materials will be stockpiled near the new channel location and excavation will proceed from downstream to upstream. Both ends of the design channel will be plugged with cobble to prevent flow from entering the new channel, or effluent from entering the old channel, during construction. Riffles and bars must be over excavated to allow for placement of cobbles and gravels to achieve the final grade. The notch for the cross valley grade control should be excavated at this time as well.

##### **5. Placement of Spoils**

Some spoiled material will be screened and used to construct berms and some will be sequestered at the toes of slopes along the project boundary. Additional material (approximately 59,000 CY) will be used to fill the old channel and should be stockpiled adjacent to the channel as the floodplain grading takes place. Lower quality (e.g. high organic content) areas should be cleared and grubbed prior to excavation and these materials should not be used in the berms. Stockpiling of spoils will occur near the following areas:

- Existing channel (for back filling after the river is diverted into the excavated channel)

- Near berm construction areas
- Near north side pond to be filled
- At the interfaces of floodplain/native slopes to be blended to existing bank slopes.

#### 6. Construction of Riffles, Point Bars, Rock Groins and Grade Control in New Channel

All materials will be washed prior to placement in the channel. Riffles shall consist of the streambed over-excavated to accommodate cobble blankets on the downstream slope such that the finished surface of cobble is at grade. Cobbles and gravel can be delivered to the riffle locations by driving trucks down the newly constructed channel (soil conditions permitting). Spreading and grading can be accomplished with an excavator or a bull dozer. Depth of cobbles in riffles shall be at least 2 feet (Figure 2). Large boulders will be placed as directed. The length of cobble blankets over the downstream face of riffles will vary but will average approximately 100 feet. A gravel blanket (3/8-3" size range) will be placed along the upstream slope of the riffle to a depth of at least one foot overlapping the cobble blanket and extending upstream approximately 100 feet. Toes of gravel riffles must be backwatered by the next riffle crest downstream. Placement volumes will vary with the size of the feature but will average 500 CY gravel and 500 CY cobble for each riffle (Table 1). In similar fashion, point bars (gently sloping curved surface along inside of bends) will be covered with gravel one foot deep from the toe of bank to the top for an average of 500 CY on each bar.

Rock groins constructed along the outside of the first three meander bends will slow channel migration by reducing the rate at which the Truckee River can laterally erode. The design channel and adjacent floodplain will be over-excavated to accommodate the gravel-cobble groins to a depth of at least two feet. The groins will extend 15 feet into the channel and 20 feet into the floodplain and will match the grade of adjacent surfaces.

The grade control is intended to (1) protect the design channel from headcutting and (2) protect the old channel from recapture. The 600 foot triangular structure averages 7 feet tall and 9 feet wide at the base. Voids must be backfilled with floodplain soils prior to placement of the next layer of 1-2 ton boulders. The finished structure will be buried approximately one foot below grade (no more than 2 feet). The portion of the grade control which crosses the existing channel will need to be completed following flow diversion into the design channel.

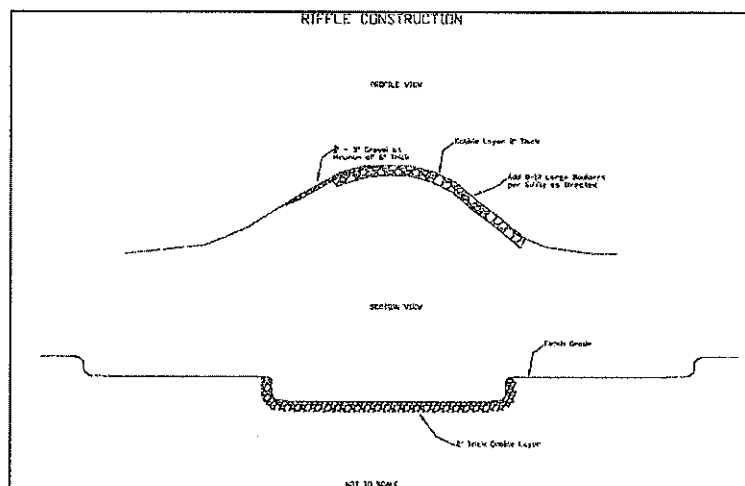


Figure 2. Longitudinal and cross section riffle detail

## 7. Construction of a Crossing Structure

A stream crossing structure may be installed to shorten hauling distance, prevent crossing the railroad and reduce hauling costs. The decision to construct a stream crossing structure will be made closer to the beginning of actual construction in conjunction with NDEP input and approval. Potential crossings may consist of either a culvert crossing or bridge crossing (e.g. a railroad flat car). Examples of crossing designs are included in Figure 3. Two points: (1) the designs use washed spawning gravel for backfill around the culverts, and (2) road base placement over a geotextile fabric layer prevents mixing of the gravels and the road base.

It may be necessary for the Contractor to provide designs and obtain necessary permits for stream crossing. Each crossing will need to provide adequate fish passage as per the most recent version of the National Marine Fisheries (NMFS) Guidelines for Fish Passage at Stream Crossings. Furthermore, each crossing will need to be designed to pass potential high flows from early season precipitation. It should be noted, the longer the crossings remain in place the higher the potential flows the crossing will need to accommodate. Mean daily flows range from 300-500 cfs for August-October, though October peaks of over 1,500 cfs have occurred twice in the 85 year period of record (USGS 10350000).

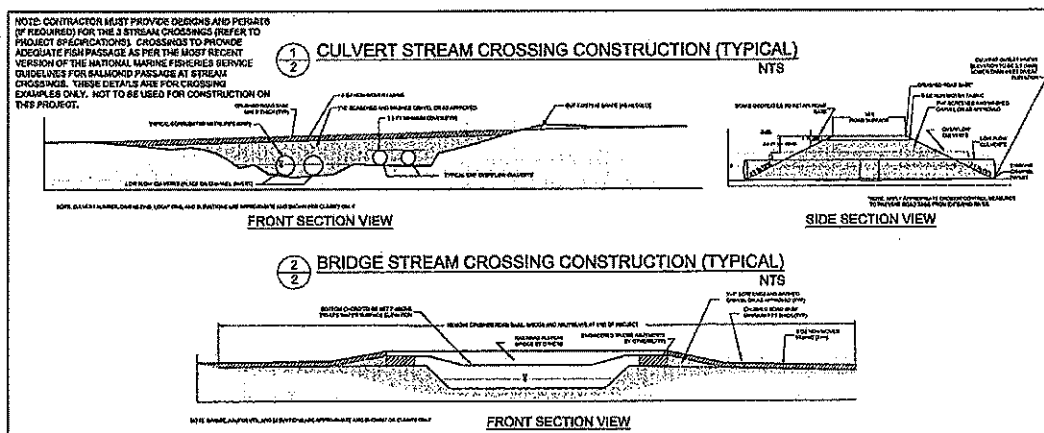


Figure 3. Stream crossing detail

## 8. Transferring Flow into New Channel

After all work on the south side floodplain is finished and the design channel is excavated and rocked, the full flow of the river can be turned in to the design channel.

### Cut-Over Dike Design and Construction Procedure

After the floodplain is lowered on the north side of the cutover location, approximately 5,200 CY of 1-2 ton boulders will be placed along the north side of the existing channel, ready for grading into the river to force water into the new channel. The desired form is described in Figure 4 and will be constructed along the alignment provided in the staking. Grading will proceed according to Detail 1. An excavator will place the boulders sequentially, constructing a surface approximately 15 feet wide to drive across (the height will be determined in the field, we estimate 6 feet here). Once the base structure of 1-2 ton

boulders diverts most of the flow into the design channel, and most of the remaining flow has exited the downstream end of the old channel, a cobble plug of screened floodplain materials will be constructed across the downstream end of the existing channel at the tie-back. The downstream side slope of this plug should be no steeper than a 5:1 and will follow the alignment in Figure 4, providing a backwater feature. This plug will provide: a retaining structure for subsequent backfilling of the old channel; reduce fine sediment delivery from remnant flows in the old channel; will reduce rivers-flow following diversion; and will provide a coarsened surface to prevent recapture. Completion of the cutover structure proceeds with: backfilling with spoils; layering rock slope protection (RSP) fabric and backing (Figure 4) the addition of RSP boulders (½-1 ton), graded into the new bank at a 2:1 slope.

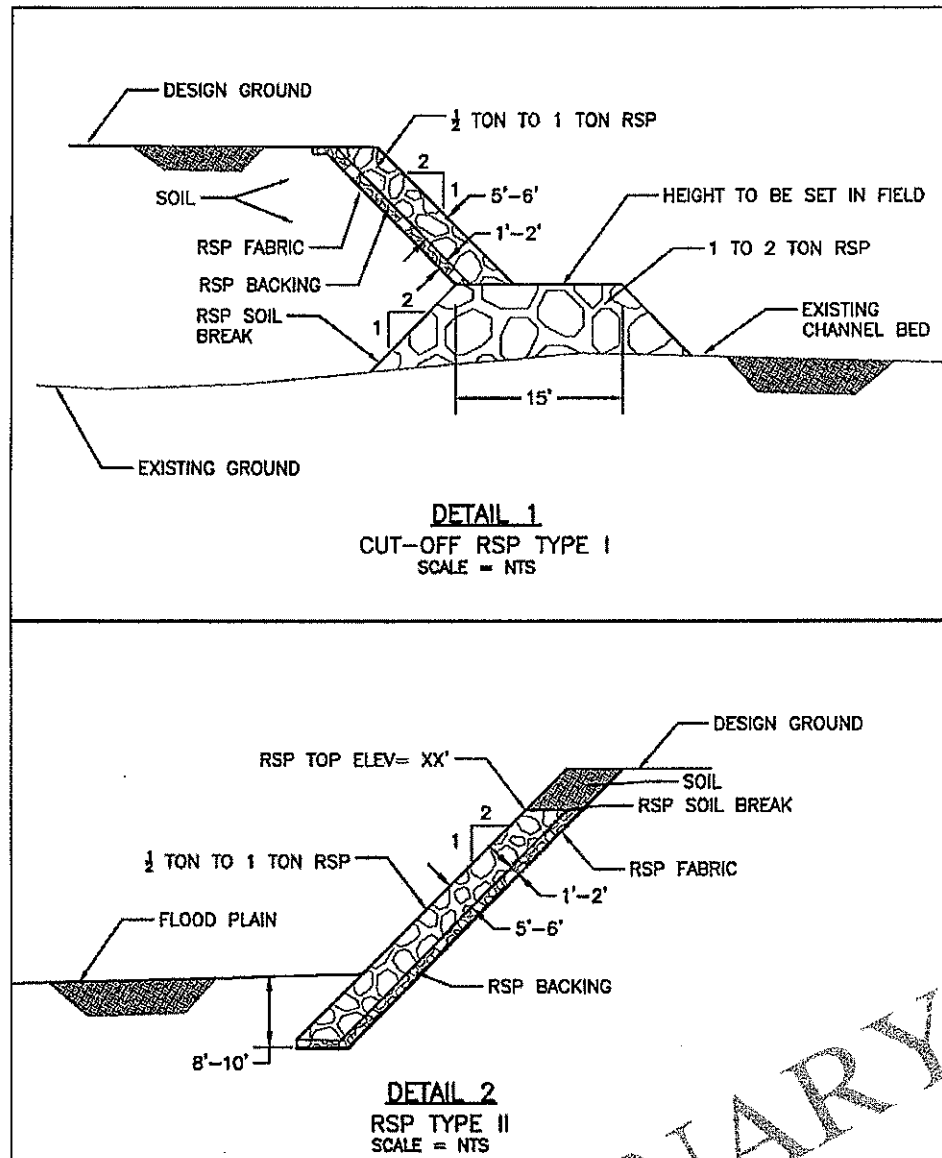


Figure 4. Rock slope protection details



#### **9. Filling and Grading the Old Channel**

After flow has been diverted into the new channel, backfilling of the old channel (using previously stockpiled 59,000 CY of floodplain spoils) can begin. Fill elevation in the old channel will match the floodplain elevations along either side.

#### **10. Post Grading Treatment**

TNC assumes responsibility for post grading soil treatments to reduce short term erosion. Such treatments may include; pole plantings, containerized seedlings, direct or water jetted seeding. Mulch can be added to facilitate water retention, reduce erosion and inhibit colonization by undesired species. Given the extremely windy conditions which often occur in the region, a tackifier should be added to all sprayed mulching efforts.

#### **11. Channel Widening Downstream of the South Constructed Floodplain**

Below the design channel tie-in, floodplain grading will continue through the valley constriction (south bank) to provide additional cross sectional area for flood water.

##### ***Grading of the South Bank***

Some save areas along the edge of water will be fenced and avoided. Grading will likely be accomplished with excavators from the top of the bank, transferring spoils to trucks for the short haul to the disposal area to the east. Grading will create an inset bench with a bank along the river and a rear bank which rises to the haul road.

##### ***Armoring of the South Bank***

Both banks shall be armored as in Detail 2, Figure 4. The riverbank rip rap shall be stacked in an excavated trench to an elevation that is 8-10 feet below the adjacent streambed. The rear bank shall be protected in similar fashion with the RSP placed in a trench 8-10 feet below the inset floodplain grade.

#### **12. Construction of Berm along Northern Boundary**

Floodplain materials from the northern grading area will be screened to a standard to be determined by the project geotechnical engineer. The berm will be compacted to the engineer's specifications and will be protected along both sides as in Detail 2, Figure 4.

#### **13. Erosion Prevention Treatments during Construction**

All large disturbance areas will be fenced with wire backed silt fencing which provides extra strength in windy areas. Spacing of steel posts will not exceed 8 feet. Wire fencing will be installed on the downhill side of the filter fabric, between the fabric and the posts and the fabric will be anchored in a 12 inch deep ditch (Nevada BMP Guide, June 2008). Some areas (e.g. long slopes along floodplain boundaries and spoils sequestration areas) may be protected with rows of straw wattles (fiber rolls), staked in place along level contours. Rolls should be keyed in to the ground surface 2-4 inches and staked at least every 4 feet with the space between rows not to exceed 20 feet (Nevada BMP Guide, June 2008).

## **e. Detailed Description of Post-construction and BMPs**

### **1. Road Surfaces Treatments**

Primary haul roads along both north and south sides of the river will be graveled with ¾ inch road base rock. Temporary construction roads of native surface will be ripped or disked to reduce compaction in preparation for TNC re-vegetation efforts.

### **2. Re-vegetation/Air Quality/Erosion Treatments**

Silt fencing and fiber rolls located in non-flood prone areas should remain on site for at least two years until vegetation becomes established. BMP's located along the river's edge and on the lowest floodplain surfaces should be removed following construction. Under TNC direction a spray mulch/tackifier mixture will be applied to exposed soils to reduce wind-blown soils. Weed free straw mulch may also be applied.

### **3. Riparian, Wetland, Upland Vegetation Restoration**

In riparian and wetland areas re-vegetation will occur as a combination of natural recruitment and TNC planting efforts. Floodplain and upland plantings will need to be watered for the first few years following construction as in other TNC restoration projects such as Mustang and 102. Removal of invasive species is an anticipated component of TNC's Vegetation Restoration Plan.

## **f. Type of Equipment to be Used**

The excavation of the meanders, the filling of the old channel, the placement of riffle rock, and other activities at the site will require the hiring of an excavation crew. The equipment listed below, or its equivalent, is expected to be used throughout the site.

Cat 330 Excavator  
Cat 973 Loader  
Cat D400  
Cat D7 Dozer  
Cat 14G Grader  
4000 gal water truck

## **g. Township, Range and Section(s), Latitude and Longitude**

Tracy Project site occurs in the Patrick, Nevada 7.5-minute USGS quadrangle.  
Township, Range, and sections of the project:  
T20N, R22E, and Sections 28, 29, 32, and 33 Mount Diablo Baseline and Meridian (MDBM)  
Latitude and Longitude coordinates of the project:  
39°33'38"N, 119°32'11" referenced to North American Datum

## **2. Detailed Description/Justification**

The following is an excerpt from the Environmental Assessment "Environmental Reclamation: Managing Water in the West" prepared by the U.S. Department of the Interior - Bureau of Reclamation for the Lower Truckee River Projects.

### 1.2 Background

Over the past century, the lower Truckee River downstream from Vista has suffered from many human-caused changes, which have greatly altered the ecological integrity and functioning of the river. Truckee River flows are regulated by a number of agreements, decrees, and river operating requirements.

Under the authority of the Flood Control Act of 1954, the U.S. Army Corps of Engineers completed major flood control work on the Truckee River from 1959 to 1963 (State of Nevada 1997). The Truckee River and Tributaries Project was initiated by the ACOE to provide flood protection for the cities of Reno and Sparks. The ACOE modified the Truckee River by constructing low levees and making channel modifications between Truckee Meadows and Pyramid Lake. The river channel was straightened and widened in many sections. The straightening led to channel down cutting along the lower Truckee River and depression of the groundwater table. The lowered groundwater depth has disconnected the river from the riparian habitat and surrounding floodplains. Without access to groundwater, regeneration of native riparian vegetation has been impaired for decades, and invasive species have begun to dominate the riparian communities along the river's edge.

Land use practices along the Truckee River have altered the flow regimes and caused the condition of riparian vegetation to decline, resulting in a significant reduction of important habitat for birds, mammals, reptiles, and amphibians. Urban growth and development in the cities of Reno and Sparks have increased the amount of impervious surfaces, affecting water quality and the extent and timing of flooding.

Since 2003, TNC and its partner agencies have demonstrated river restoration techniques on the lower Truckee River through two projects at TNC's 305-acre McCarran Ranch, the Lockwood site, the lower Mustang Ranch site, and the 102 Ranch site. The three sites proposed for restoration in this EA are within the same reach of the lower Truckee River as the completed restoration sites. The restoration activities at McCarran Ranch included the creation of a new river meander; approximately one mile of new channel and riffle construction; revegetation of approximately 120 acres; creation of wetlands and ponds, including oxbow wetlands; and a variety of wildlife nesting, cover, and shelter improvements. The constructed riffles raised the water surface level and promoted more frequent overbank flooding within the project areas. The localized overbank flooding of these uninhabited floodplain areas improved soil fertility and ecological productivity, while attenuating downstream flooding.

These river and riparian restoration measures are correcting the undesirable side effects of channelization and river entrenchment associated with past flood control efforts occurring in the 1960s, while retaining the benefits of flood flow attenuation. Restoration at the McCarran Ranch sites is resulting in the recovery of the groundwater table in the project area, increased populations, and survivorship of native plants, and increased fish and native bird populations. The decreased channel width promotes improved hydraulic connection between the river channel and its floodplain to better support wetland habitat.

### 1.3 Purpose of and Need for the Proposed Action

The primary purpose of the project is to contribute to the ecological restoration of the lower Truckee River. Overall, the project is intended to help restore basic physical and biological functions to a more natural condition so that the ecological systems and native organisms can depend on those functions. Generally, the restoration project would involve the creation of new areas of aquatic and terrestrial habitat, including river channel realignment and modifications, wetlands, and areas of native vegetation,

for the purposes of restoring the degraded ecosystem to a more natural condition. Monitoring results support the effectiveness of TNC's restoration projects since 2003 and the need for continued, well-designed restoration projects at high priority sites on the lower Truckee River.

The Upper Mustang Ranch, West McCarran and Tracy sites were selected by TNC, Reclamation, and other cooperating agencies in order to restore the river channel, wetlands, and riparian forest and to undo the damage of the human-caused changes, including the effects of past flood protection channelization at those locations. The proposed channel-and-floodplain restoration work to be implemented at the three sites would create a variety of benefits in terms of long-term floodwater flow attenuation, water quality, habitats for native plants and animals including special-status species, biological productivity and diversity, noxious weed reduction and control, and restoration of native species. The proposed projects would continue TNC's program of restoration on key reaches of the lower Truckee River and provide linkage and continuity with the previously restored sites.

The decision to propose the current three sites, as well as previous projects for restoration, was based in part on their relatively high scores in a report prepared by Otis Bay Ecological Consultants (Otis Bay Ecological Consultants 2007) for the U.S. Army Corps of Engineers. The report includes a ranking of the ecological restoration potential of 20 sites along the lower Truckee River based on field and aerial observations. The criteria included flow regime, average floodplain width and potential for floodplain expansion, riparian forest and potential for recovery, existing aquatic habitat diversity and potential to increase hydraulic habitat diversity, encroachments into the channel and floodplain, existing entrenchment, floodplain reconnection potential, and connection to natural features.

#### **1.3.1 Tracy Power Plant**

The Tracy Power Plant reach is characterized by its deeply incised channel, channel instability, a disconnected floodplain, and backwater effects from several rock weirs. In spite of some infrastructure constraints, the Tracy reach has considerable potential to restore a functional floodplain, reduce channel instability, and create high quality habitat. The Tracy reach was identified as a priority for restoration on the lower Truckee River and is available for restoration implementation. The purpose and need for action in the Tracy reach is the opportunity to apply available funding to a high priority restoration site on private land that would result in multiple long-term environmental benefits to the lower Truckee River and Pyramid Lake. Restoration of the Tracy site would also provide habitat continuity with the two miles of river previously restored in the 102 Ranch project.

## LICENSING BOARD SECOND READINGS

# Storey County Community Development

## Business Licensing



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa DuFresne, Clerk's Office  
Pat Whitten, County Manager

25 March 2013  
Via email

Please add the following item(s) to the **April 2, 2013**, COMMISSIONERS Agenda:

### LICENSING BOARD

#### FIRST READINGS:

- A. ASSOCIATED CRANE AND OIL FIELD LOG – General / 235 London TRI
- B. THOMPSON ELECTRIC – Contractor / 7782 Cerritos Circle ~ Sparks
- C. RAINBOW RESTORATION – Contractor / 1285 Marietta Way ~ Sparks
- D. H2O4U - General / 305 Sugar Hill Drive ~ Sparks
- E. THE HOUSE CHARMERS – General / 405 Aspen Drive ~ Dayton
- F. THE BUTCHERS CHOICE OF NEVADA- General / 2555 Dickerson Rd, ~ Reno

### LICENSING BOARD

#### SECOND READINGS:

- A. RELIABLE HANDYMAN SERVICE, LLC – General / 3635 Green Acres Drive ~ Carson City
- B. ALMIGHT ELECTRIC – Contractor / 2927 Mooseridge Drive ~ Reno
- C. RADCLIFFE PAINTING, INC – Contractor / 4100 Mira Loma Drive ~ Reno
- D. A FALCON ON THE RESCUE – Contractor / 5245 Canyon Rim Court ~ Sparks
- E. ONSTAR, LLC – General / 3100 Cumberland Boulevard ~ Atlanta, GA
- F. CSK AUTO, INC. dba O'REILLY AUTO PARTS – General / 1715 N Carson St. ~ Carson City
- G. HADLOCK MECHANICAL SERVICES, LLC – Contractor / 9425 Benedict Drive ~ Sparks

**Inspection Required**

ec: Shannon Gardner, Building Dept.  
Austin Osborne, Planning Dept.  
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.  
Patty Blakely, Fire Dept.  
Assessor's Office

Sheriff's Office