

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

3/7/2017 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

JACK MCGUFFEY VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. 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.

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

- 1. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
- 2. PLEDGE OF ALLEGIANCE
- 3. DISCUSSION/POSSIBLE ACTION:

Approval of the Agenda for March 7, 2017.

4. DISCUSSION/POSSIBLE ACTION:

Approval of the Minutes for February 7, 2017.

5. **CONSENT AGENDA**

- I For possible action: Approval of Treasurer's Report for January 2017.
- II For possible action: Approval of Amendment to the Virginia City Sewer Improvement USDA Project contract with Farr West Engineering for Professional Services.
- III For possible action: Approval of Sheriff's Licensing Board:
 a. Gold Hill Hotel General License. A local business to operate out of 1540 Main St., Gold Hill, NV. Patrick McNamee.
- IV For possible action: Approval of update to Storey County Administrative Policies and Procedures including: Policy 602 Annual Leave.
- V For possible action: Approval of Licensing Board First Readings: A. COBHAM WIRELESS - Professional / 15950 N Dallas Pkwy ~ Dallas, TX (consulting)
 - B. VISOTEC AMERICA Contractor / 1955 Vaughn Road ~ Kennesaw, GA (equipment)
 - C. CAPITOL BUILDERS HARDWARE, INC. Contractor / 4699 24th St ~ Sacramento (contractor)
 - D. TEKNO IC-DISC, INC. Contractor / 2654 W Horizon Ridge ~ Henderson, NV (equipment)
 - E. NEDCON USA, INC. Contractor / 10053 Simonson Rd ~ Harrison, OH (racking)
 - F. WEDCO, INC. General / 450 Toano Street ~ Reno (distributor)
 - G. MATSUI MACHINE, LTD Contractor / 4-10-11 Kawaguchi Osaka-shi JAPAN (machinery)
 - H. MITSUBISHI CHEMICAL ENGINEERING CORP. Professional / 2-2 Nihonbashi Tokyo JAPAN
 - I. ROBERT MCKINNEY-LISA MCKINNEY dba The Power Company Contractor / 25 Brushland Court ~ Reno (electrical contractor)
 - J. MAAK CORPORATION Professional / 401 Ryland ~ Reno (consultant)
 - K. TEAMTECHNIK CORPORATION Contractor / 5155 Sugarloaf Pkwy ~ Lawrenceville, GA (equip)
 - L. NORTHERN ELECTRIC, INC. Contractor / 12789 Emerson St ~ Thornton, CO (contractor)
 - M. SYSTEM7, INC. Professional / 301-B North Detroit ~ West Liberty, OH (consultant)
 - N. PANASONIC INDUSTRIAL DEVICES ENGINEERING CO., LTD Professional / 800 Higashiyama Toyama, JAPAN (consultant)
 - O. TECH USA, LLC General / 8334 Veterans Hwy ~ Millersville, MD (staffing)

- P. SIERRA SCALES, LLC Home Business / 237 Martin Lane ~ Dayton (home office only)
- Q. EFFICIENT INDUSTRIAL INSTALLATION, LLC Contractor / 3608 Esper ~ El Paso (equipment)
- R. NEW EARTH CONCEPTS Professional / 801 Belfair Ave ~ Orting, WA (consultant)
- S. MALEKO PERSONNEL General / 32108 Alvarado Blvd ~ Union City, CA (staffing)
- T. TEMARRY RECYCLING, INC. General / 476 Tecate Rd ~ Tecate, CA (on-site recycling)
- 6. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports
- 7. BOARD COMMENT (No Action No Public Comment)
- 8. DISCUSSION/POSSIBLE ACTION:

Possible action to approve/disapprove list of appointees to Board of Appeals.

- 9. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD
- 10. DISCUSSION/POSSIBLE ACTION:

Approval of Intrastate Interlocal Contract between Public Agencies and Business Associate Addendum, contracts between the State of Nevada Acting by and through its Department of Helath and Human Services, Division of Health Care Financing and Policy and the Storey County Fire Protection District.

- 11. ADJOURN TO CONVENE THE STOREY COUNTY LIQUOR LICENSE BOARD
- 12. DISCUSSION/POSSIBLE ACTION:

Liquor Board First Reading:

- a. Gold Hill Hotel Liquor License, On Sale & Cabaret. A local business to operate out of 1540 Main St., Gold Hill, NV. Patrick McNamee.
- 13. DISCUSSION/POSSIBLE ACTION:

Liquor Board Second Reading:

- a. Canvas Cafe- Liquor License, On Sale & Off Sale and Cabaret. A local business to operate out of 110 N C St., Virginia City, NV. Richard Oates and Alexia Sober.
- b. Bonanza Saloon Liquor License. Operating at 27 N C Street, Virginia City, NV. Tina Perkins, owner.
- 14. ADJOURN TO RECONVENE THE STOREY COUNTY BOARD OF COMMISSIONERS

15. DISCUSSION/POSSIBLE ACTION:

Sheriff's licensing board second readings:

a. Bonanza Saloon –General Business and Cabaret License. Operating at 27 N C Street, Virginia City, NV. Tina Perkins, owner.

16. DISCUSSION/POSSIBLE ACTION:

Licensing board second readings:

- A. CMF GROUP, INC. dba CMF Group NV, Inc. Contractor / 1701 Lincoln ~ Madison Hts, MI (machinery)
- B. HIGHLAND ELECTRIC & LIGHTING, LLC General / 198 N C Street (office w/Collins) VC
- C. RINALDI ENVIRONMENTAL CONSULT., INC. Professional / 15100 Broili Dr \sim Reno (consult.)
- D. JOHNSON BEARING & SUPPLY, INC. Contractor / 515 Vista ~ Sparks (industrial supplier)
- E. PACIFIC SOUTHWEST CONTAINER, LLC General / 4530 Leckron Rd ~ Modesto (packaging)
- F. PULIZ MOVING & STORAGE CO. Contractor / 1095 Standard ~ Reno (moving services)
- G. PERBIX MACHINE COMPANY, INC. Contractor / 4405 Winnetka ~ Brooklyn Park, MN (equipment)
- H. FYN AIR, INC. General / 4865 Joule Street ~ Reno (crate supplier)
- I. METOKOTE CORPORATION Contractor / 1340 Neubrecht ~ Lima, OH (equipment installation)
- J. IPG PHOTONICS CORPORATION General / 50 Old Webster Rd ~ Oxford, MA (service equipment)
- K. KURTZ ERSA NORTH AMERICA Contractor / 1779 Pilgrim Rd ~ Plymouth, WI (soldering svcs.)
- L. NEXT SOURCE, INC. General / 1040 Ave of the Americas ~ New York (staffing) M. SCAFCO CORPORATION Contractor / 2800 E. Main ~ Spokane (construction materials)
- N. MIKE KEENAN, SR. dba Keenan's Kreations Home Business / 173 Cerese (online sales art)
- O. MISTRAS GROUP, INC. Contractor / 8587 White Fir ~ Reno (rescue training)
- P. JLM INDUSTRIAL SUPPLY, INC. General / 955 South McCarran ~ Sparks (industrial supplier)
- Q. I.T. HEATING & AIR Contractor / 2900 Vassar ~ Reno (hvac contractor)
- R. NIKKE MACHINE MFG CORP Contractor / $440\,\mathrm{Sendo} \sim \mathrm{HYOGO}\,\mathrm{JAPAN}$ (machine service)
- S. BOSCHMAN TECHNOLOGIES BV Contractor / Stenograaf THE NETHERLANDS (machinery)
- T. JENSEN HUGHES, INC. Contractor / 3610 Commerce Dr ~ Baltimore, MD (engineering)

U. TRIPLE PLAY SERVICES, INC. - Transportation / 42505 Christy Street ~ Freemont, CA (transportation)

V. CAPITOL CITY ELECTRIC, INC. - Contractor / 5415 South Edmonds ~ Carson City (electrical cont.)

W. THE BUG GUY PEST CONTROL, INC. - Contractor / 8570 Eaglenest ~ Reno (pest control)

X. RAUL MARTINEZ dba Martinez Landscaping - Contractor / 9685 Meadow Star ~ Reno (landscaping)

17. PUBLIC COMMENT (No Action)

18. ADJOURNMENT

19. CLOSED SESSION

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227 and Storey County Sheriff's Office Employees Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting.

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or

contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , 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 3/2/2017; Virginia City Post Office at $132\,\mathrm{S}\,\mathrm{C}\,\mathrm{St}$, Virginia City, NV, the Storey County Courthouse located at $26\,\mathrm{S}\,\mathrm{B}\,\mathrm{St}$, Virginia City, NV, the Virginia City Fire Department located at $145\,\mathrm{N}\,\mathrm{C}\,\mathrm{St}$, Virginia City, NV, the Virginia City Highlands Fire Department located a $2610\,\mathrm{Cartwright}\,\mathrm{Rd}$, VC Highlands, NV and Lockwood Fire Department located at $431\,\mathrm{Canyon}\,\mathrm{Way}$, Lockwood, NV.

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeti	ng date:		E	stimate of Time Required: 0 -5
A	genda: Consent [x]	Regular a	agenda []	Public hearing required []
1.	<u>Title:</u> Approval of the M	linutes for Febru	ary 7, 2017.	
2.	Recommended motion:	Approve the mi	nutes as presente	ed.
3.	Prepared by: VANESS.	A		
	Department: MANAGE	ER Telephone	<u>:</u> 847-1111	
4.	Staff Summary: Minute	es are attached.		
5.	Supporting Materials:	See attached		
6.	Fiscal Impact: 0			
7.	Legal review required:	No		
8.	Reviewed by:			
	Department Head		Departmen	t Name: MANAGER
	County Manager		Other Agen	cy Review:
9.	Board Action:			
	[] Approved		[] Approve	ed with Modification
	[] Denied		[] Continue	ed



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, FEBRUARY 7, 2017 10:00 A.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

LANCE GILMAN VICE-CHAIRMAN

JACK MCGUFFEY COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

ROLL CALL: Chairman McBride, Vice Chairman McGuffey, Commissioner Gilman, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Community Relations Coordinator Cherie Nevin, Fire Chief Gary Hames, Security Director Melanie Keener, Planning Director/Administrative Officer Austin Osborne, Public Works Director Jason VanHavel, Justice of the Peace Eileen Herrington, Community Chest Executive Director Shaun Griffin, Battalion Chief Jeff Nevin

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

Meeting was called to order by Chairman McBride at 10:03 A.M.

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for February 7, 2017

Planning Director Austin Osborne requested Items 15 and 16 be continued to the February 21, 2017 meeting.

Public Comment:

None

Motion: Approve Agenda for February 7, 2017 with changes, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for January 3, 2017.

Public Comment:

None

Motion: Approve Minutes for January 3, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for January 7, 2017

Public Comment:

None

Motion: Approve Minutes for January 7, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

6. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for January 17, 2017

Public Comment:

None

Motion: Approve Minutes for January 3, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

7. CONSENT AGENDA

I For Possible Action:

Approval of accounts payable claims dated 1/06/2017 in the amount of \$878,190.16 (not including check 87664 to the Bucket of Blood Saloon in the amount of \$4,500.00) and \$7,057.33, dated 01/20/2017 for \$16,250.00, \$300, \$32,122.72 and \$275,20.47 and payroll dated 12/02/2016 for \$495,636.04, dated 12/30/2016 for \$348,723.91, dated 01/06/2017 for \$199,494.02 and \$114,569.64, dated 01/13/2017 \$542,551.89 and dated 01/27/2017 for \$411,190.52.

II For Possible Action: Approval of the Treasurer Report for December 2016.

III For Possible Action: Update to Storey County Administrative Policies and Procedures including: Policy 602 Annual Leave.

IV For Possible Action: Approval of Licensing Board First Readings:

- A. **LEAD STAFFING LA BASIN, LLC dba Lead Staffing -** General / 12631 E. Imperial Hwy ~ Santa Fe Springs, CA (staffing)
- B. **SOUTHWEST SPECIALTY CONTRACTORS, LLC -** Contractor / 5277 Cameron ~ Las Vegas (cont.)
- C. FORSGREN ASSOCIATES, INC. Professional / 370 E 500 South ~ Salt Lake City (engineer)
- D. **NIDEC-SHIMPO CORPORATION** Contractor / 1 Terada ~ KYORA JAPAN (machinery)

- E. FIKE CORPORATION Professional / 704 SW 10th St ~ Blue Springs, MO (consulting)
- F. **CONXTECH, INC. -** Contractor / 6701 Koll Center Pkwy ~ Pleasanton, CA (contractor)
- G. SILVER STATE WIRE ROPE AND RIGGIN, INC. Contractor / 8740 S Jones ~ Las Vegas (contractor)
- H. **UNICO MECHANICAL CORP -** Contractor / 1209 Polk St ~ Benicia, CA (machine shop)
- I. ATLAS RIGGING & TRANSFER Contractor / 8556 S. 4000 West ~ West Jordan, UT (rigging cont.)
- J. TOTAL-WESTERN, INC. Contractor / 8049 Somerset Blvd ~ Paramount, CA (contractor)
- K. ALL WEST COACHLINES, INC. General / 390 Wolverine ~ Sparks (Coachline)
- L. KATERRA CONSTRUCTION, LLC Contractor / 2494 Sand Hill ~ Menlo Park, CA (Contractor)
- M. BALANCE STAFFING General / 2800 N Cherryland ~ Stockton, CA (staffing)
- N. **BATTLEBORN DIGITAL MEDIA & MKTG** HB / 1721 Main St ~ Gold Hill (marketing svcs.)
- O. **GEORGE KOCH SONS, LLC** Contractor / 10 South 11th Ave ~ Evansville, IN (equip mfg.)
- P. JOSEPH TADROS Contractor / 13095 Trail Dust Ave ~ San Diego, CA (HVAC verification)
- Q. **ALPHA AND OMEGA DETAILING, LLC** Professional / 797 Summer Dr ~ Reno (autocad consult)
- R. PARSONS ELECTRIC, LLC Contractor / 5960 Main ~ Minneapolis, MN (electrical cont.)
- S. **NIPPON EXPRESS USA, INC. –** General / 24-01 44th Rd ~ Long Island, NY (logistics)
- T. **PROCESS PROTECTION SYSTEMS, INC. -** Contractor / 64 Hardy Dr ~ Sparks (HVAC supplier)
- U. **SOUTHERN INDUSTRIAL CONSTRUCTORS, INC.** Contractor / 6101 Triangle ~ Raleigh, NC (cont.)
- V. PREMIER RESTORATION & REMODEL, INC. Contractor / 11545 Sitka St ~ Reno (contractor)
- W. SCADA SYSTEMS, LTD Contractor / 126 Vincent St AUCKLAND NEW ZEALAND (training)
- X. TABOR CONSTRUCTION, LLC Contractor / 2290 West 7th ~ Reno (contractor)
- Y. PACIFIC ROOFING CO Contractor / 304 Wildrose Ct ~ Fernley (roofing contractor)
- Z. JAMES J. JUAREZ Professional/4800 Stoltz Rd ~ Reno (safety consultant)

Public Comment:

None

Motion: Approve Consent Calendar for February 7, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

- 8. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports Public Works Director Jason VanHavel:
 - Public Works has been working on Mark Twain drainage repair and upgrades to drainage culverts. Currently everything is working very well.
 - There have been issues with the Courthouse roof caused by chimneys collapsing. Repairs have been done.

- A significant pot hole on Electric Avenue has been fixed as well as damage to a ditch near Megabyte Drive. Culverts in TRI have been cleaned out as well as some ditches, and are back on line.
- Six Mile Canyon is stable with a lot of water flow and is a work in progress.
- There are still drainage issues at the jail. Snow has interfered with progress but issues should be addressed by the end of the day.
- Work on the shoulders of Lousetown road will be a priority after the current rain event.
- At present, there are no further issues in Lockwood. Water is high but not causing imminent affect.

County Manager Whitten: Chuck Reno from Farr West Engineering has been asked to look at the drainage issues at the jail.

Justice of the Peace Eileen Herrington:

- Two years ago, Justice Court began working on a pretrial sentencing program with an eye toward more "state of the art" services to the public while staying on budget.
- This goal has been reached and is a big achievement.
- Judge Herrington introduced and thanked staff Tami Migan and Jessica Stephens, both integral in establishing the program. Ms. Stephens is now the Court's first Court Services Officer/Bailiff overseeing all pretrial services and alternative sentencing services.

Sheriff Gerald Antinoro:

- Flooding at the jail facility this morning was not as bad as previous (January) flooding. Everything is off the floor.
- A procedural change has taken place regarding work card applicants after recent audits by the State and FBI. The change does not affect the ordinance.
- The one and ten acre homeowners associations in the Highlands have reported significant parking problems around mail boxes. The associations are working on ideas on how to improve the shoulders (road) and provide additional parking. Suggestions will be presented to the Board.

Community Chest Executive Director Shaun Griffin:

- Bids for construction work at the Community Center have come in higher than expected. It is not far off from what was budgeted and additional fund raising will be done when and if necessary.
- Thank you to Amy Geddes, Director of Lyon County Libraries, for providing assistance to the library, including the cataloging books. Ms. Geddes' help is greatly appreciated as well as the assistance provided by State Library personnel.
- Community Chest's annual fundraiser will be held April 14th at Piper's featuring award winning singer/songwriter Rodney Crowell.

Planner Kathy Canfield:

 Currently working on updating the Solid Waste Management Plan Agreement for both landfill and pick-up.

Planning Director/Administrative Officer Austin Osborne:

- The first Strategic Plan Workshop will be held on February 16th at the Virginia City Conference Center, 10 E Street.
- A Town Hall meeting with the Planning Commission and the USGS will be held at the Highlands Fire Station on March 23rd, 6PM, with water issues to be discussed.
- AT & T representatives will be looking at the possibility of a feasibility study for a mono-pine location in Virginia City Highlands as well as the existing cell tower in Virginia City, and potentially for another tower at various Virginia City locations.
- Comstock Mining had an overflow at the heap leach facility related to recent flooding. CMI was compliant with emergency plans, with NDEP, and other requirements. NDEP is working to mitigate the situation. It appears there is no major issue at this time. Discussion of this issue will be included on the February 21st Commission meeting agenda.

County Manager Pat Whitten:

- Dean Haymore is touring the County with FEMA representatives assessing flood damage.
- Damage from the first round of storms has been estimated at \$6.4 million.
- An update of the status of a federal declaration is expected in mid-February.
- Cherie Nevin is in daily briefings with the National Weather Service regarding the current storms.
- There is concern with the next round of storms where the atmospheric river looks to be stronger and more intense than previous storms. However, impact to rivers is not expected to be what it was in January. County personnel are checking areas of concern such as the Highlands and Mark Twain.
- Notice has been received from County consultants in Washington DC that a new postal reform bill, including a fix for zip code issues, has been introduced to Congress. The bill has good quality, bi-partisan cooperation. For those interested, see Bill #HR756, page 89, section 211.

Vice Chair McGuffey: With the declaration of emergency, the County had the authority to provide help on private roads such as in the Highlands. The homeowners were very happy with the assistance. There has been discussion to find a way to do this without having to declare an emergency. What is the status of this?

Mr. Whitten: This is one of many priority items being reviewed by the District Attorney's Office. There are paths that have been identified. If (the Highlands) really needs help, the County would strongly consider declaring another emergency. Going in to spring, there should be a path – with key disciplines as the County is not staffed to take care of all the roads in the County.

Deputy District Attorney Loomis: There is a specific statute addressing how County equipment can be used on private roads, either by declaration of emergency or by passing an ordinance with findings authorizing the use.

Community Relations Coordinator Cherie Nevin:

- Today's weather service briefing indicates there is concern for Thursday's storm with possibility of rising rivers, small streams, and creeks.
- This is being closely monitored.
- There's a lot of water going through Gold Hill. No report of any problems in Mark Twain
- A similar storm is predicted for President's Day weekend.

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

Commissioner Gilman:

- Along with County lobbyist Greg Hess, attended the inauguration ceremonies for President Trump. This was an incredible experience.
- While in Washington, Commissioner Gilman met with Senator Heller and had the opportunity to discuss many issues in Storey County including the zip code issue, as well as the potential issue of severe restrictions in Nevada not allowing additional wells to be drilled even where there are underground water rights. This is a State issue and could have a negative impact on developments.
- Congressman Porter was extremely generous with his time discussing all things Nevada.
- Congressman Porter is very pro-active in the zip code issue. There is a strong probability of finally having this issue resolved and therefore settling the sales tax issues.

Vice Chairman McGuffey:

- Has volunteered to be a member of the NACO Legislative committee.
- There are many BDR issues to be reviewed by the Legislature. Of interest to Storey County would be the V&T issue, SB57. Also the well issue and others that will be watched.

10. DISCUSSION ONLY (No Action): Review of the 2nd Quarter 2017 Unaudited Budget to Actual Review.

Comptroller Hugh Gallagher discussed the 2nd Quarter Budget. Department heads have done a fantastic job in the second quarter.

Revenue for the period ending December 31st, is down from the previous year due to a decline in real and personal property taxes. This is being buffered with items such as business licenses and permits.

Expenditures for the same period were up over the last year. It was understood there were priority items that needed to be done including higher than anticipated election expenses and communication expenses.

Vice Chairman McGuffey: At the last NACO session, there was discussion about the AS400 system used by the County. This is an antiquated system which will be "going away" in less than three years. NACO is involved to possibly help counties in financing an up-grade.

Mr. Gallagher: That is something that will need to be budgeted. This will be a complete restructure going from a very secure system to a "cloud" based system or whatever is out there. There's a lot of work to be done. Mr. Gallagher feels that where the rest of the counties go should be considered and has no problem with whatever that may be as long as it is secure. There are a lot of industries using the AS400 – hotels and airlines, included. The Commission will be kept informed.

Mr. Whitten: To avoid misconception, the system (AS400) is not an antiquated system. It is solid and has never been hacked. The problem is the programmers are "a dying breed". The County is already making sure we know what we want and then trying to match that with other regional and county bases.

Vice Chairman McGuffey: Has recommended that the County Financial Officers Association put a team together to work on this.

11. DISCUSSION ONLY /POSSIBLE ACTION: Review and possible approval of Storey County Audited Financial Statements for the year ended June 30, 2016.

Comptroller Hugh Gallagher stated this item was approved at a previous meeting. However, District Attorney Anne Langer felt the language in the prior motion did not reflect approval of the final Audited Financial Statements. A new motion is requested.

Public Comment:

None

Motion: Approve Storey County Audited Financial Statements for the year ended June 30, 2016, **Moved by:** Vice Chair McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Review and possible approval of Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2016.

Mr. Gallagher presented the auditor's report for the year ended June 30, 2016. This report will be submitted to the Department of Taxation.

There are three recommended changes, some seen year to year. The changes have been reviewed and can be explained:

- Recommendation: Monitor expenditures to prevent exceeding budgeted amounts. Expenditures exceeded in five special revenue funds and one enterprise fund, as follows:
 - 1. 474 Fire District Salaries and Benefits were over-expended. Basically due to a "safer grant" used to pay for some expenses. That payment was received several months after the year end and was not caught by the auditors. This should not have been a remark.
 - 2. Virginia City Tourism Special Revenue Funds exceeded budgeted amounts. Tourism Director Deny Dotson submitted a letter of explanation stating this includes items such as purchase of bleachers. Although not budgeted, this is an item that is looked at as an ordinary expense needed in the production of events.
 - 3. The USDA Special Revenue Fund was over budget due to cleaning up of the wastewater treatment plant.
 - 4. Justice Court over-expended for training expenses for the pre-trial services program and bailiff.
 - 5. Water services exceeded budget for interest charged on the waste-water revenue bond not included in last year's budget. As a side note: a request will be made to the Commission to pay off this bond as it is at rate of approximately 6%.
 - 6. Mutual Aid was over due to heavy equipment repair.
 - 7. Federal Grant Revenue Fund expense was over. Basically these are grants issued the prior year and paid in the following.
- Recommendation: Account names in the Federal State Grant Fund to be adjusted to further differentiate Federal and State grant funds and expenditures.

• Recommendation: The cutoff date of August 30th be established and strictly enforced for all payables and journal entries by any government employee to prevent complications with the audit.

Public Comment:

Mark Joseph Phillips, Virginia City Resident: Is the letter from Deny Dotson in the packet?

Mr. Gallagher: No.

Motion: Approve Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2016, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

Mr. Gallagher: For many reasons, it has been decided to put the audit out for RFP. The County has grown from 10 or 15 special revenue funds to 33. Assistance is going to be needed especially if a new information system is necessary. Bigger (accounting) firms will be able to provide ideas and guidance on how to do this. This will be done right away as the auditor must be announced by March 30th.

13. DISCUSSION/POSSIBLE ACTION: Action to allow Storey County Sheriff's Office to work with DPS/OTS to obtain electronic citation devices through grant process.

Sheriff Gerald Antinoro presented this item. Acquisition of these electronic devices has been in the process for some time. The District Attorney's office has reviewed the paperwork finding no issues. Currently there is just a contract to get the paperwork started. These hand-held devices will reduce cost in time having to (hand) write citations and will improve efficiency in "crash" reporting. These devices allow scanning of licenses. Cost to the County will be matched with "in kind" contributions.

Sheriff Antinoro is requesting authorization from the Commission to move forward with this process. This system should interface with the system used by the Court.

Public Comment:

None

Motion: To allow Sheriff Gerald Antinoro to sign the contract and proceed with implementation of grant for the electronic citation devices and any matters related thereto, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

14. DISCUSSION/POSSIBLE ACTION: Approval of Accounts Payable check #87664 in the amount of \$4,500.00 to the Bucket of Blood Saloon for the parking lot lease.

Chairman McBride, having a pecuniary interest, abstained from discussion and vote on this item.

County Manager Whitten said this is the regular, quarterly payment for the parking lot lease and should be the second to the last payment. Currently the parking lot is under snow, with a lot of the work complete. Paving of the parking lot will be done as soon as weather permits.

Public Comment:

None

Motion: Approve Accounts Payable check #87664 in the amount of \$4,500.00 to the Bucket of Blood Saloon for the parking lot lease, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2).

Chairman McBride called for a recess at 11:25 AM

Meeting reconvened at 11:30 AM

15. DISCUSSION/POSSIBLE ACTION: The applicants request to change the zoning of APN 004-181-02, specifically Section 31, Township 18 North, Range 23 East, MDBM, from Forestry (F) to Light Industrial (II). The property owner is proposing to develop a utility-scale solar photovoltaic use on the property. The approximate 159-acre parcel is identified in the 2016 Storey County Master Plan as a Transition parcel from Resources to Industrial, and the requested zone changes with the designation. The property is located along the Storey County/Lyon County boundary approximately 5 miles northeast of the Mark Twain Estates.

This item continued to February 21, 2017.

16. DISCUSSION/POSSIBLE ACTION: The applicant requests a special use permit to allow for the construction of an approximately 120-foot high commercial wireless communications tower. The project includes panel antennas, remote heads/units, and other similar antennas attached to the tower. The project will be located on an approximately 24'x24' leased area on the southeast side of the existing factory buildings of the Tesla Gigafactory, located at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada (APNs 005-011-22, approximately Section 6 at T19N, R23E MDBM).

This item continued to February 21, 20167.

17. DISCUSSION/POSSIBLE ACTION: The applicant requests a special use permit to allow for the construction of an approximately 120-foot high commercial wireless communications tower. The project includes panel antennas, remote heads/units, and other similar antennas attached to the tower. The project will be located on an approximately 24'x24' leased area on the southeast side of the existing factory buildings of the Tesla Gigafactory, located at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada (APNs 005-011-22, approximately Section 6 at T19N, R23E MDBM).

Planning Director Austin Osborne presented this item.

- AT&T is the applicant this is not a "spec" tower and will be owned by the carrier locating antennas on it.
- This permit is for a 120 foot commercial, communications tower.
- The tower will be next to the Tesla Gigafactory at TRI.
- The tower is intended to look nice and blend with the Gigafactory.

- Zoning is I-2 and is regulated under the 1999 Zoning Ordinance which requires any structure over 75 feet must obtain a Special Use Permit.
- This tower will serve not only Tesla, but the entire area around TRI as far as line-of-sight reaches.
- Highlighted conditions:
 - 1. Tower is not limited to any number of antennas or apparatus;
 - 2. There is a requirement to work with Fire Chief Hames to provide all cost necessary for life rescue on the tower as it exceeds 55 feet;
 - 3. If the tower is abandoned or not active for three years, this machinery would have to be removed if the Board deems that should be done;
 - 4. There is an emergency management plan.

Applicant's representative, Carl Jones, is present. Staff recommendation is to approve.

Mr. Osborne read the findings:

The following findings of fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

- 3.1.1 This approval is for the applicant's request for a special use permit to allow for the construction of an approximately 120-foot high commercial wireless communications tower. The project includes panel antennas, remote radio heads/units, and other similar antennas attached to the tower, and an equipment building and backup generator located at the base of the tower. The project will be located on an approximately 24' x 24' leased area on the southeast side of the existing factory buildings of the Tesla Gigafactory, located at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada (APNs 005-011-22, approximately Section 6 at T19N, R23E MDBM).
- 3.1 The special use permit allows the commercial wireless communications tower use and to the increased height of the structures on the subject property. By allowing this use, it is recognized that the proposed communications tower and accessory facilities are considered an allowable use on the subject property subject to a special use permit.
- 3.2 The special use permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the special use permit is provided in section 2.4 of this staff report and the contents thereof are citied in an approval of this special use permit.
- 3.3 The subject property is located within an existing industrial complex in an area of McCarren, Storey County, zoned for industrial uses. The communications tower use and the additional height are located in this specific area to provide the necessary coverage and capacity to transfer the wireless signals to the next telecommunications site. The tower will have a covering to resemble a silo structure, which will hide the antenna and other mechanical appurtenances from view, and is designed to blend with the industrial appearance of the surrounding area.
- 3.4 The proposed commercial wireless communications tower will improve wireless coverage to the area and will also increase the communications network capacity. The

communications network attached to the tower provides a valuable service to those who live, travel and do business in the local area. Emergency services, businesses, employees and the general public all have the potential benefit of better accessibility through their communication devices with the addition of this communications tower.

- 3.5 Granting of the special use permit will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the area of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to fire and building plan review and inspection requirements in order to ensure compliance with federal, state, and other codes.
- 3.6 The special use permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state, and county regulations.
- 3.7 The conditions of the special use permit adequately address potential fire hazards and require compliance with the applicable fire codes, including setback and fire protection ratings.
- 3.8 The conditions under the special use permit do not conflict with the minimum requirements in 1999 Storey County Code Sections 17.62 Special Uses and 17.37 I2 Heavy Industrial Zone, or the development agreement between Storey County and the Tahoe-Reno Industrial Center, LLC.
- 3.9 Granting of the special use permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

Commissioner Gilman: Believes this tower will interface with a tower Storey County and NDOT are working on adjacent to the USA Parkway extension. It is assumed these towers will open up communications to all of TRI. Will this enhance accessability to the Lockwood community?

Mr.Whitten: As far as radio access, the answer is yes. The tower is not restricted to any type of use.

Carl Jones: The tower will have GPS antenna for the cellulars, as well as broadband. The federal government has turned down a lot of the wattage on the antennas. Probably one to one and a half miles would be the distance for regular hand-held. It will be a lot better for GPS services.

Mr. Whitten: Once the tower is built, the County will likely go to AT&T and other carriers asking if they want to co-locate with the County.

Mr. Jones: Most of the other carriers are notified once a carrier puts in the infrastructure. There's a master lease agreement.

Chair McBride: It does not sound like it will reach to Lockwood.

Mr. Whitten: There is a tower in Lockwood.

Commissioner Gilman: Lockwood residents have been asking for increased service.

Vice Chair McGuffey: AT&T owns this property and it's on Tesla property? Tesla cannot reject another company from putting service on the tower?

Mr. Jones: AT&T owns the tower and leases the land from Tesla. No, Tesla cannot reject service on the tower.

Vice Chair McGuffey: A lot of money was spent putting up a tower in the Highlands, but no company has put service on it. It would be really appreciated if Mr. Jones could look at the Highlands.

Mr. Jones: Mr. Osborne has talked about this.

Mr. Whitten: No offense, but the absence of AT&T is noted. Sprint, Verizon, and possibly T-Mobile, are in Virginia City. Mr. Whitten has worked with the Sheriff and Fire Chief for years on this issue. There is an ideal location for AT&T to co-locate on the County's leased tower. AT&T has a highpoint presence at the fiber switch on the Divide. While helping AT&T, it would be appreciated if AT&T considered helping the County. 1.2 million visitors to Virginia City are getting little to no coverage from AT&T while here.

Mr. Jones: AT&T has a build plan over the next three years for 700 sites. This has not been broadcasted yet. A lot of the sites are very rural areas – not just for wireless but also internet coverage. This is a huge investment for little return but at the request of the federal government is going to be done. Some sites will be partially funded by the government.

Mr. Whitten: A lot of business will probably be picked up from users who left AT&T years ago.

Vice Chair McGuffey: Neighbors in the Highlands have been waiting for service for years.

Mr. Jones: The engineers have tools used to gather data where coverage is lacking and where capacity is low, due to the amount of data being drawn by users. Sites built by tower companies and not by carriers, are not always where (the carriers) want them.

Vice Chair McGuffey: It is understood that the site of the tower in the Highlands was researched and installed on one of best spots out there.

Mr. Osborne: To Commissioner Gilman's comment about Lockwood, this was discussed at a Planning Commission. The tower would be out of line of sight for the person who discussed this.

Public Comment:

Kris Thompson, Project Manager-Tahoe Reno Industrial Center: Encourages all cell phone companies, tower installers, and others involved in the cell phone industry, to pay close attention to providing good coverage to the entire County. Projections are there will be 10 to 15 thousand more

users at TRI in the next 36 to 60 months coming in from many international companies. Cell companies are urged to keep in mind all of the County.

Motion: In accordance with the recommendation by staff and the Storey County Planning Commission, Findings of Fact, Section 3.1 of this report and other findings deemed appropriate by the County Commission, and in compliance with the conditions of approval, I, Commissioner Jack McGuffey make a motion to approve, with conditions, Special Use Permit No. 2016-035, to allow for the construction of an approximately 120-foot high commercial wireless communications tower. The project includes panel antennas, remote radio heads/units, and other similar antennas attached to the tower, and an equipment building and backup generator located at the base of the tower. The project will be located on an approximately 24'x24' leased area on the southeast side of the existing factory buildings of the Tesla Gigafactory, located at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada (APNs 005-011-22, approximately Section 6 at T19N, R23E MDBM), Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3).

18. DISCUSSION/POSSIBLE ACTION: Approval of Licensing Board Second Readings:

- A. WASINO TRADING CORP. Contractor / Osaka, JAPAN (machine installation)
- B. WOLF MACHINE & FABRICATION, INC. Contractor / 750 Freeport ~ Sparks (fabrication)
- C. DPS ADVANCED TECH GROUP, INC. Professional / 201 Fuller Road ~ Albany, NY (design)
- D. MCGINLEY & ASSOCIATES, INC. Professional / 815 Maestro Dr ~ Reno (engineer)
- E. RED CARPET EVENTS General / 56 Coney Island ~ Sparks (event planner)
- F. THERMOLD INSULATION dba ONE EYED COYOTE HB / 27800 Hillside ~ Virginia City (home-based business)
- G. DAWN UNDERWOOD dba Reno Movers Contractor / 59 Damonte Ranch ~ Reno (moving service)
- H. EAGLE CONSTRUCTION Contractor / 628 N Windsor ~ Stockton, CA (contractor)
- I. HILLTOP REFRIGERATION, INC. Contractor / 1215 Kleppe Lane ~ Sparks (hvac contractor)
- J. TRUFFL VENTURAS, LLC General / 1115 Hacienda ~ Los Angeles, CA (event planner)
- K. BATTLE BORN FOOD TRUCK & CATERING CO, LLC General / 13201 S Virginia ~ Reno (food truck)
- L. VOLT MANAGEMENT CORPORATION General / 2421 N Glassell St ~ Orange, CA (staffing)
- M. CONSTRUCTION GROUP STAFFING, LLC General / 1345 E Chandler ~ Phoenix (staffing)
- N. AJMCV HOLDINGS, LLC dba Paul Davis Emergency Services Contractor / 806 Packer Way ~ Sparks (mold remediation svc)
- O. KELLY SERVICES, INC. General / 999 W Big Beaver ~ Troy, MI (staffing)
- P. AERZEN USA CORPORATION Contractor / 103 Independence Way ~ Coatesville, PA (contractor)

On behalf of Community Development, County Manager Pat Whitten requested Items A. through P. be approved.

Public Comment:

None

Motion: Approve Items A. through P., Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

19. PUBLIC COMMENT (No Action)

Mark Joseph Phillips, Virginia City Resident:

- Could there be an agenda item at the next meeting to discuss the status of Six Mile Canyon road whether it's open or closed.
- It was interesting that the agenda was not posted at the Post Office. Mr. Phillips is sure the Clerk took it there.
- After this meeting, Mr. Phillips would like to have the correspondence from Deny Dotson regarding over-expenditures in the (VCTC) budget before Thursday's meeting.
- The packet for the "closed meeting" refers to a packet regarding fringe and wage benefits analysis. Mr. Phillips would like to have a copy of this sometime in the future, it is not in the packet. Mr. Phillips will provide a written request to the Clerk.

20. ADJOURNMENT

The meeting was adjourned by the Chair at 11:57 AM

Respectfully submitted,

By:

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

A B B B B B B B B B B B B B B B B B B B								
Meeting date:				Estimate of Time Required: 0 -5				
Agenda: Conse	nt [x]	Regular a	igenda []	Public hearing required []				
1. <u>Title:</u> For po	ssible action	: Approval of T	reasurer's Rep	ort for January 2017.				
2. Recommend	ed motion:	Approve as part	of the Conser	t Agenda.				
3. Prepared by	: VANESSA	X.						
Department	: MANAGE	R <u>Telephone</u>	847-1111					
4. Staff Summa	ary: None.							
5. Supporting	. Supporting Materials: See attached							
6. Fiscal Impac	<u>et:</u> 0							
7. Legal review	required:	No						
8. Reviewed by	<u>/:</u>							
Depart	ment Head		Departme	nt Name: MANAGER				
County	Manager		Other Ago	ency Review:				
9. Board Actio	<u>n:</u>							
[] Approved				ved with Modification				
[] Denied			[] Contin	ued				

STOREY COUNTY TREASURER TREASURER'S ACCOUNTING MONTHLY BALANCING SHEET FOR 01/2017

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
193 WELLS FARGO USDA CASH	00	00	00	00	00	00	00	00
194 DISTRICT COLLECTIONS	8 945 63	00	000	00	0	00	00	8 4 4 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
195 Cash IN Bank	5 123 70	00:	00	00	00	8	80.	5 123 70
197 BITSTNESS BANK CORPUS	00	000	00		00	00	00	00
198 B OF A PROPERTY SALES	00	00	00	00	00	00	00.	00
199 WELLS FARGO CC ACCOUNT	18.377.675.66	3.941.088.79	1.240.673.35-	1.078.334.98-	2.000.00-	00	00	19.997.756.12
191 WELLS PARGO MONEY MARKET	7,159,202.50	00.	00*	00.	00	.00	00	7,159,202.50
196 STATE LGIP ACCOUNT	8,178,894.70	00.	00.	00'	.00	00	00.	8,178,894.70
901 OLD COINS	439.30	00.	00"	00.	00.	00	00.	439.30
903 PETTY CASH	1,100.00	00.	00.	00.	.00	00	00.	1,100.00
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015 INDIGENT ASSISTANCE -TAX	00*	00 *	00.	00.	00.	00.	00.	00-
020 ROADS	752,409.14-	54,563.86-	8,447.55	53,148.76	73,104,62-	00	00.	818,481.31-
024 RESTITUTION	96,95	00 *	00.	00	00	00.	00.	96.95
030 FIRE	99,649,54	00 *	00'	00.	00	.00	00.	99,649.54
035 FIRE EMERGENCY	00*	00*	00.	00.	00	00.	00.	00.
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045 MUTUAL ALD	84,876,27-	00 **	00.	00.	00	00.	00.	84,876.27-
050 SERVICE	100,000,000	00	30,774.65	00.	00*	00.	00.	69,225.35-
060 EQUIPMENT ACQUISITION	448,208,24-	20,649.53-	00.	00.	42,871.00	00.	00.	425,986.77-
070 CAPITAL PROJECTS	2,425,542,78-	23,433,13-	69,576.44	00.	00	00.	00.	2,379,399.47-
080 INFRASTRUCTURE FUND	1,633,292,67-	21,749.55-	00.	00.	00*	00*	00.	1,655,042.22-
090 WATER SYSTEM	1,648,477.30-	43,896.00-	20,362.32	16,851.89	1,384,02	.00	00.	1,653,775.07-
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120 TOWN OF VIRGINIA CITY	00	00.	00.	00.	00	00.	00.	00.
130 VIRGINIA DIVIDE SEWER	381,322.63-	32,149.56-	3,510.47	9,704.04	29,721,00	00.	00.	370,536.68-
135 USDA BOND WELLS FARGO	2,986,553.28-	30,912.07-	45,567.00	00*	-00*191*09-	.00	00.	3,038,059.35-
140 DRUG COURT	-00*05	20.00-	20.00	00	00.	00.	00.	-00-05
150 SCHOOL	326,129,78-	314,210.45-	333,516.43	00	00.	00.	00.	306,823.80-
160 SCHOOL DEBT	62,842,31-	60,577.78-	64,266.86	00*	00.	00.	00.	59,153.23-
165 TECHNOLOGY FUND	86,310,85-	10,226.84-	14,590.00	00*	00.	.00	00.	81,947.69-
	575,008,30-	116,296.06-	190,756.11	00	00.	.00	00.	500,548.25-
180 DISTRICT COURT	43,132,16-	334.00-	186.50	00*	00.	00.	00.	43,279.66-
185 INDIGENT ACCIDENT	20,771,00-	6,174.74-	15,416.55	00*	00.	00.	00.	11,529.19-
187 JUSTICE COURT FUND	31,146.27-	1,546.75-	245.03	00*	00.	00	00.	32,447.99-
189 TRI NET	00*	00.	00.	00*	00.	00	00.	00.
190 PARK FUND	117,919,98-	00.	00.	00	00.	00	00.	117,919.98-
200 TRI PAYBACK	2,770,563,04-	00.	00.	00*	375,000.00-	00.	00.	3,145,563.04-
206 FEDERAL GRANTS	100,380,10	17,012.54-	40,869.84	3,244,33	00-	00.	00.	127,481.73
210 SHERIFF'S JAIL BLDG FUND	318,03-	00.	00.	00.	00.	00.	00.	318.03-
220 VC RAIL PROJECT	877,624.51-	00.	00.	00.	00.	00	00.	877,624.51-
230 VC TOURISM COMMISSION	265,354,39-	34,153.49-	57,187.25	29,362.29	00.	00	00.	212,958.34-
250 FIRE DISTRICT	1,339,160.87-	401,417.44-	47,008.36	338,062.75	72,853.80	00	00.	1,282,653.40-
260 FIRE EMERGENCY	207,140.83-	00.	00.	00*	00.	00	00.	207,140.83-
270 MUTUAL AID	348,606.76-	49,692.58-	101.50	00	00.	00.	00.	398,197.84-
280 CAPITAL PROJECT FIRE	T,000,000.00-	00.	00.	00.	00.	00	00.	1,000,000.00-
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JANUARY 2017

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Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 7, 2017		Estimate of time re	equired: 5 minutes
Agenda: Consent [X] Regular ag	enda []	Public hearing require	ed []
Title: Approval of Amendment to Farr West Engineering for P			ment USDA Project contract with
2. Recommended motion: I move to USDA Project contract with			
3. Prepared by: Cherie Nevin Department: Community Relation	ons	Telephone: 8	347-0986
Meet Conditions outlined in the att Collection System Improvements proprior to USDA Rural Development it is anticipated that construction with the conditions prior to that time. It Engineering for Professional Service contract: Survey Services - Several location have been identified; approximately approximately legal descriptions. Stock documents prepared by Farr Weservices to Task 1 - Basic Service. Additional Archaeological Service and Services to Task 1 - Basic Services forms (IMACS) by the part of the archaeological test Broadbent and Associates from	tached le bject Phatauthorizi ll comme n March es. We not put le comme not	etter of conditions (LOC ase 2. The LOC outlines ing the County to go out ence on this project in 20 and 2016, the commission as are presenting for approval easements have been the will negotiate where we see the second of the county will negotiate where we see the second of the county will negotiate where the second of the county will negotiate will negotiate where the second of the second of the county will negotiate will second of the second of the county will negotiate with the second of the county will negotiate will neg	Preservation Office (SHPO) has which will not be investigated as the allocation of \$3,070.00 for to prepare and provide the site Additional Services for standard
5. Supporting materials: Amendm 6. Fiscal impact:	ent to O	wner-Engineer Agreemen	t
Funds Available: YES	Fu	and: USDA FUND	Comptroller
7. Legal review required:	DONE	∠District Attorney	
8. Reviewed by: Department Head	Dep	artment Name: Commissi	oner's Office
County Manager		Other agency review:	
9. Board action: [] Approved [] Denied	[]	Approved with Modification Continued	fications

This is **EXHIBIT** K, consisting of 3 pages, with attachment, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 1

The Effective Date of this Amendment is: February 10, 2017.

Backgrou	nd Data
E-	ffective Date of Owner-Engineer Agreement: March 1, 2016
0	wner: Storey County Public Works
E	ngineer: Farr West Engineering
P	roject: Virginia City and Gold Hill Wastewater Improvement Project
Nature of	Amendment: [Check those that are applicable and delete those that are inapplicable.]
<u>x</u>	Additional Services to be performed by Engineer
<u>X</u>	Modifications to services of Engineer
	Modifications to responsibilities of Owner
	Modifications of payment to Engineer
	Modifications to time(s) for rendering services
	Modifications to other terms and conditions of the Agreement

Description of Modifications:

Survey Services - Several locations of public utilities crossing or encroaching into private property have been identified; approximately 21 easements have been identified as critical and will require legal descriptions. Storey County will negotiate with property owners with legal documents prepared by Farr West Engineering. \$35,000 will be moved from Task 3 – Additional Services to Task 1 – Basic Services for Farr West Engineering to prepare the legal documents.

Additional Archaeological Services - Nevada State Historic Preservation Office (SHPO) has requested site forms (IMACS) be prepared for 3 discoveries which will not be investigated as part of the archaeological testing. This item will require the allocation of \$3,070.00 for Broadbent and Associates from Task 3 – Additional Services to prepare and provide the site forms and \$461 for Farr West Engineering from Task 3 – Additional Services for standard markup. See attached Change Order Request from Broadbent and Associates.

Original agreement amount:	Task 1 - Basic Services Task 2 - Resident Project Observation Task 3 - Additional Services	\$ 615,784.00 \$ 430,644.00 \$ 503,434.00
Net change for prior amendments:		\$ 0.00

This amendment amount: Task 1 - Basic Services \$ + 35,000.00

Task 3 - Additional Services \$ - 35,000.00

Adjusted Agreement amount: Task 1 - Basic Services \$ 650,784.00

Task 2 - Resident Project Observation \$ 430,644.00 Task 3 - Additional Services \$ 468,434.00

Change in time for services (days or date, as applicable): 0

Agreement Summary:

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
Storey County Public Works	Farr West Engineering
By: Print name: Jason Vanhavel	By: Print name: Brent Farr
Title: Director	Title: President
Date Signed:	Date Signed: 2/6/17



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	3/7/17		Estimate of time required:
Agenda: Consent	[X] Regular ag	enda []	Public hearing required []
1. Title: First read	ling for Gold Hill	Hotel,	1540 Main St., Gold Hill, Nevada.
			rove as part of the consent agenda the first reading, a old Hill Hotel, 1540 Main St., Gold Hill, Nevada.
3. Prepared by: I	Brandy Gavenda	N	
Department: S	CSO		Telephone: (775) 847-0959
	: Patrick McNar Hotel, 1540 Main		ner, is requesting a General Business License for the d Hill, Nevada.
5. Supporting ma	iterials:		
6. Fiscal impact:			
Funds Ava	ilable:	Fun	d: Comptroller
7. Legal review r	equired:]	District Attorney
8. Reviewed by: Depa	rtment Head		SHOWIFF'S OFFICE Department Name: Gommissioner's Office.
Coun	ty Manager		Other agency review:
Board action:		Deci -	
	proved nied	[]	Approved with Modifications Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 03/07/17	Estimate of time required: 5 min.
Agenda: Consent [x] Regular agen	da [] Public hearing required []
<u>Title:</u> Discussion/Possible Action. including: Policy 602 Annual Leave	Update to Storey County Administrative Policies and Procedures e.
County Administrative Polici	the recommendation by staff and in conformance with the Storey less and Procedures, I (Commissioner) motion to approve the y Administrative Policy 602 Annual Leave.
3. Prepared by: Austin Osborne	
Department : Human Resources	Telephone : 847-0968
establish authorit	e Storey County Administrative Policies and Procedures is to ty to implement the personnel program on a consistent basis. The cedures require that review and necessary updates occur every five vise as needed.
5. Supporting materials: Enclosed	l: Draft Policy 602 Annual Leave.
6. Fiscal impact: None on local gov	vernment.
Funds Available:	Fund: Comptroller
7. Legal review required:	District Attorney
8. Reviewed by:@' Department Head	Department Name:
County Manager	Other agency review:
9. Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued Agenda Item No.

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER

602

EFFECTIVE DATE:

11-18-08

REVISED:

08/02/11-05/05/15-

12/15/15- 02/07/17-*03/07/17* AUTHORITY:

BOC

COUNTY MANAGER:

PAW

SUBJECT: Annual Leave

1. PURPOSE

To provide policy and procedures regarding annual leave eligibility and usage.

2. POLICY

The established annual leave year is the calendar year, January 1st through December 31st each year.

2.1 Annual Leave Accrual

- a. All eligible full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after <u>3.6</u> months of employment. The eligible employees will be credited with an equivalent of <u>3.6</u> months of earned annual leave at the appropriate accrual rate at the end of <u>3.6</u> months of employment. Exceptions to this section in Layoffs and Reinstatement Policy 802(b)(1) apply. Other exceptions may be made under extenuating circumstances with approval of the department head and the HR Director and/or Administrative Officer.
- b. Regular employees continually scheduled to work an average of 21 hours or more per week will accrue annual leave. Employees do not accrue annual leave for overtime hours worked.
- c. Regular part-time employees will accrue annual leave on a pro-rate basis.
- d. Accrual of annual leave for eligible employees is as follows:

• Date of hire to 5 years

= 0.0577 per hour on paid status

• Following 5 years of employment

= 0.0769 per hour on paid status

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for every regularly scheduled hour worked on paid leave. Annual leave is not accrued for any other hours. Annual leave is accumulated to the employee on a biweekly basis coinciding with pay periods.

e. Annual leave credits shall be accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leave of absence without pay. No employee may accumulate more than 240 hours of annual leave in a calendar year.

2.2 Annual Leave Use and Payout

- a. No more than 240 annual leave hours may be taken within any calendar year, subject to staffing requirements. An employee shall be paid at his/her regular hourly rate for each hour of annual leave time taken. Annual leave taken during a biweekly period shall be charged before annual leave earned during that pay period is credited.
- b. Holidays as defined by Policy 601 occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave shall have leave charged to accrued sick leave upon request and upon presentation of proper documentation.
- c. Annual leave preferences shall be granted in order of seniority. For purposes of this section, seniority is determined by the provisions of Policy 801.
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the supervisor or department head. An exception to this 14 day requirement may be granted by the supervisor or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the department.
- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31st-of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours described above, or must forfeit payment already made to him/her back to the county by December 31 of that year or at a later date as determined by the Comptroller's Office.
- f. An employee becoming ill while on annual leave shall have leave taken while ill charged to sick leave upon request and upon presentation of proper documentation.

2.3 Annual Leave Compensation at and After Termination

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.
- b. Upon termination from employment, other than for cause, the employee shall be compensated at his/her regular hourly rate for the total number of annual leave hours accrued (up to 240 hours), subject to the employer's limitations.

RESPONSIBILITY FOR REVIEW: The County HR Director and/or Administrative Officer will review this policy every 5 years or sooner as necessary.



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	3-7-17		Estimate of time required: 0 - 5
Agenda: Consent	[x] Regular ager	nda []	Public hearing required []
1. <u>Title</u> : Business	s License First Rea	ıdings	
			(if approved as part of the Consent Agenda) (if removed from consent agenda by request)
3. Prepared by:	Stacey Bucchianer	i	
Department:	Community Devel	lopment	Telephone : 847-0966
approved		nda. Tl	itted business license applications are normally he applications are then submitted at the next val.
5. <u>Supporting ma</u>	aterials: See attac	ched Ag	genda Letter
6. Fiscal impact:	None		
Funds Ava	ailable:	Fun	d:Comptroller
7. <u>Legal review r</u>	required: None		District Attorney
8. Reviewed 6	atthreat Head		Department Name: Community Development
Cour	nty Manager		Other agency review:
	proved mied	[]	Approved with Modifications Continued

Agenda Item No.

Storey County Community Development



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office

February 27, 2017

Via email

Pat Whitten, County Manager

Fr: Stacey Bucchianeri

Please add the following item(s) to the March 7, 2017, COMMISSIONERS Consent Agenda:

LICENSING BOARD **FIRST READINGS:**

- A. COBHAM WIRELESS Professional / 15950 N Dallas Pkwy ~ Dallas, TX (consulting)
- B. VISOTEC AMERICA Contractor / 1955 Vaughn Road ~ Kennesaw, GA (equipment)
- C. CAPITOL BUILDERS HARDWARE, INC. Contractor / 4699 24th St ~ Sacramento (contractor)
- **D.** TEKNO IC-DISC, INC. Contractor / 2654 W Horizon Ridge ~ Henderson, NV (equipment)
- E. NEDCON USA, INC. Contractor / 10053 Simonson Rd ~ Harrison, OH (racking)
- F. WEDCO, INC. General / 450 Toano Street ~ Reno (distributor)
- G. MATSUI MACHINE, LTD Contractor / 4-10-11 Kawaguchi Osaka-shi JAPAN (machinery)
- H. MITSUBISHI CHEMICAL ENGINEERING CORP. Professional / 2-2 Nihonbashi Tokyo JAPAN
- I. ROBERT MCKINNEY-LISA MCKINNEY dba The Power Company Contractor / 25 Brushland Court ~ Reno (electrical contractor)
- J. MAAK CORPORATION Professional / 401 Ryland ~ Reno (consultant)
- K. TEAMTECHNIK CORPORATION Contractor / 5155 Sugarloaf Pkwy ~ Lawrenceville, GA (equip)
- L. NORTHERN ELECTRIC, INC. Contractor / 12789 Emerson St ~ Thornton, CO (contractor)
- M. SYSTEM7, INC. Professional / 301-B North Detroit ~ West Liberty, OH (consultant)
- N. PANASONIC INDUSTRIAL DEVICES ENGINEERING CO., LTD Professional / 800 Higashiyama Toyama, JAPAN (consultant)
- O. TECH USA, LLC General / 8334 Veterans Hwy ~ Millersville, MD (staffing)
- P. SIERRA SCALES, LLC Home Business / 237 Martin Lane ~ Dayton (home office only)
- Q. EFFICIENT INDUSTRIAL INSTALLATION, LLC Contractor / 3608 Esper ~ El Paso (equipment)
- R. NEW EARTH CONCEPTS Professional / 801 Belfair Ave ~ Orting, WA (consultant)
- S. MALEKO PERSONNEL General / 32108 Alvarado Blvd ~ Union City, CA (staffing)
- T. TEMARRY RECYCLING, INC. General / 476 Tecate Rd ~ Tecate, CA (on-site recycling)

Inspection Required

ec: Chris Hood, Building Dept. Austin Osborne, Planning Dept. Gary Hames, Fire Dept.

Sheriff's Office

Dean Haymore, Comm Dev.

Patty Blakely, Fire Dept.

Assessor's Office Commissioners' Office

Fritz Klingler, Fire Dept.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: minutes	March 6, 2017	E	Estimate of time required: 15	
Agenda: Consent []	Regular agenda [X] Public hearing 1	required []	
	le action to approve/ding out of the application		pointees to Board of Appeals to hear nal Building Code	
2. Recommended n	notion: I move to apprope to the Board of App	rove the appointme heals for two year to	nt of Pete Mulvihill, Jay Carmona erms.	
3. Prepared by: Ke	eith Loomis			
Department: Dis	strict Attorney's Office	e <u>1</u>	Celephone: 847-0964	
Commission orders, decis International engineer or grepresentative while Jay Carpoperty Ow	ers appoint three (3) points or determinations. Building Code. The pageneral contractor; a point of the general public armona is a citizen at larger Association. Peter detect to the Board by staff.	ersons to a Board of by the Building Opersons appointed person with a fire property. Mr. Mulvihill is arge and president of Dube is a licensed	equires that the Board of County of Appeals to hear appeals from fficial regarding application of the must consist of a licensed architect, otection background and a a retired Nevada State Fire Marshal, of the Virginia City Highlands I Nevada Architect. They are e members of the Board of Appeals all	
5. Supporting mate	rials: None			
6. Fiscal impact:				
Funds Availa	able:	Fund:	Comptroller	
7. <u>Legal review req</u>	uired:			
<u>x</u> Distri	ct Attorney			
8. Reviewed by:				
Depart	ment Head Depa	artment Name:		

County Manager		Other agency review:			
9. <u>Board act</u>	ion: Approved Denied	[]	Approved with Modifications Continued		



Meeting date: March 7th, 2017 Estimate

Estimate of time required: 10-15 Minutes.

Agenda:

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

1. Title:

Discussion/Action: Approval of Intrastate Interlocal Contract between Public Agencies and Business Associate Addendum, contracts between the State of Nevada Acting by and through its Department of Health and Human Services, Division of Health Care Financing and Policy and the Storey County Fire Protection District.

2. Recommended motion:

Move to approve the Intrastate Interlocal Contract between Public Agencies and Business Associate Addendum, contracts between the State of Nevada Acting by and through its Department of Health and Human Services, Division of Health Care Financing and Policy and the Storey County Fire Protection District, and authorize Gary Hames, Fire Chief to sign those documents on behalf of the board.

3. Prepared by:

Jeff Nevin

Department:

Fire District

Telephone: (775) 847-0954

4. Staff summary:

This is the conclusion of a multiple year project by and between the Storey County Fire Protection District and Department of Health and Human Resources, Division of Health Care Financing and Policy. There will be a presentation by Leah Lamborn, retired CFO for Department of Health and Human Services, Division of Health Care Financing and Policy, who has been our contracted private consult leading the way to this final agreement. This has been focused thru the Nevada Fire Chiefs Association and this same contract will be signed by many fire departments and fire districts in our great state. Leah will give an overview of how this was accomplished and why it was necessary. As a very brief overview, for purposes of this staff recommendation, this will allow us to invoice Medicaid our actual costs versus their "negotiated" costs. It will more than pay for itself in the first year of implementation. Conservatively, this will double our current "negotiated" rate for ambulance billing for Medicaid transports.

5. Supporting materials:

Intrastate Interlocal Contract between Public Agencies and the Business Associate Addendum, contracts between the State of Nevada Acting by and through its Department of Health and Human Services, Division of Health Care Financing and Policy and the

Storey County Fire Protection District.

6. Fiscal impact:		
Funds Available: Yes	Fund: 2	_HGComptroller
7. <u>Legal review required</u> :	кі	District Attorney
8. Reviewed by:		
X Department Head]	Department Name: Fire District
County Manager	(Other agency review:
9. Board action: Approved Denied		Approved with Modifications Continued
		Agenda Item No.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 East William Street #108 Carson City, Nevada 89701 Phone: (775) 684-3699 Fax: (775) 684-3799

And

STOREY COUNTY FIRE PROTECTION DISTRICT

P.O. Box 603 Virginia City, Nevada 89440 Phone; (775) 847-0954 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, it is deemed that the services of Storey County Fire Protection District hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interest of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. <u>REQUIRED APPROVAL</u>. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. <u>DEFINITIONS</u>. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Public Agency" means Storey County Fire Protection District.
- 3. <u>CONTRACT TERM</u>. This Contract shall be effective upon approval retroactively from October 1, 2015 through June 30, 2018, unless sooner terminated by either party as set forth in this Contract.
- 4. <u>TERMINATION</u>. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

Rev. 12/2015

- 5. <u>NOTICE</u>. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be 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.
- 6. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUSINESS ASSOCIATE ADDENDUM

- 7. <u>CONSIDERATION</u>. The Public Agency agrees to provide the services set forth in paragraph (6) at a cost of \$0 with the total not exceeding \$0 to be paid for Emergency Transportation services. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
- 8. <u>ASSENT</u>. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

- a. <u>Books and Records</u>. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or 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. <u>Inspection & Audit</u>. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- 10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.
- 11. <u>LIMITED LIABILITY</u>. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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- 12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 13. <u>INDEMNIFICATION.</u> Neither party waives any right or defense to indemnification that may exist in law or equity.
- 14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 15. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.
- 16. <u>SEVERABILITY</u>. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 17. <u>ASSIGNMENT</u>. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
- 18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
- 19. <u>PUBLIC RECORDS</u>. 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.
- 20. <u>CONFIDENTIALITY</u>. 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 Contract.
- 21. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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- 22. <u>GOVERNING LAW; JURISDICTION</u>. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
- 23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(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 integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLI Karen Salm Date Marta Jensen Date Richard Whitley Date	
Marta Jensen Date	Chief Fiscal Officer DHCFP Title Acting Administrator DHCFP
Marta Jensen Date	Title Acting Administrator DHCFP
Marta Jensen Date	Title Acting Administrator DHCFP
Marta Jensen Date	Acting Administrator DHCFP
	Title
Richard Whitley Date	
Richard Whitley Date	Director DHHS
	Title
Signature – Nevada State Board of Examiners	APPROVED BY BOARD OF EXAMINERS
Approved as to form by:	On(Date
	On

ATTACHMENT A

SCOPE OF WORK

EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES

- I. The Public Agency agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide emergency transportation, ground ambulance services to eligible recipients under Title XIX within the Storey County Fire Protection District, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program.
 - C. To determine all expenditures in accordance with the Public Agency State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved allocation methodology, documentation of appropriate direct, indirect and shared costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance. The Public Agency cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the DHCFP.
 - D. To provide a report of services and a cost report annually to the DHCFP for emergency transportation, ground ambulance services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx). Other formats may be considered for use at the discretion of the DHCFP on a case by case basis. The Public Agency must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved CAP for the Public Agency.
 - F. To provide the DHCFP the documentation to validate the rate for eligible services based upon the approved methodology, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES (CPE), before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year.

- G. To pay the State's designated auditor the state share of those costs associated with the annual reconciliation and cost settlement.
- H. To bill the DHCFP in a timely manner for services which are allowable based upon the DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to the Public Agency and payment delayed or denied.
- I. To pay back any Title XIX funds received by the Public Agency in the event that an audit results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from the DHCFP of such obligation.
- J. To provide the required state share for Federal Medicaid funds paid for eligible recipients covered under the emergency transportation, ground ambulance services. The Public Agency will certify in a mutually agreed upon format that any and all funds used by the Public Agency as match will be appropriated or taxing authority funds that are not used as match for any other program.
- II. The DHCFP agrees to perform the following services or activities, and to provide the following payment for the Public Agency services.
 - A. To work with CMS, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties.
 - B. To provide to the Public Agency necessary guidance and documentation related to the utilization of Title XIX for emergency transportation, ground ambulance and other allowable activities and services. This may include providing training related to the reimbursement for emergency transportation, ground ambulance services to the Public Agency.
 - C. To approve a standard methodology for the Public Agency to utilize in determining the reimbursable costs the Public Agency may charge consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year. At the end of the state fiscal year, the Public Agency will have until the following December 1st to submit its year-end claims to the DHCFP for reconciliation and cost settlement. If the Public Agency providers interim payments exceed the actual certified costs of the provider for services to Medicaid clients, the DHCFP will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to the DHCFP. If the actual certified costs exceed the interim Medicaid payments, the DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement.

D. To pay the Public Agency through its Medicaid Management Information System (MMIS) for emergency transportation, ground ambulance claims submitted during the state fiscal year which is covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the Public Agency State-approved CAP. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for emergency transportation, ground ambulance services. The FMAP is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

III. Both Parties Agree:

The Public Agency shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants Guidance. Copies of audit reports shall be sent to the DHCFP within 60 days of receipt of the completed audit report at 1100 East William Street, Suite 101, Carson City, Nevada 89701 to the attention of the Fiscal Services Unit.

ATTACHMENT B

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

<u>Division of Health Care Financing and Policy</u> Herein after referred to as the "Covered Entity"

and

Storey County Fire protection District
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 - 1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 - 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - Covered Entity shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

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4. Parties shall mean the Business Associate and the Covered Entity,

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
- Access to Records. The Business Associate shall make its internal practices, books and records
 relating to the use and disclosure of protected health information available to the Covered Entity
 and to the Secretary for purposes of determining Business Associate's compliance with HIPAA
 Regulations.
- 3. **Accounting of Disclosures**. Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
- 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
- 5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
- 6. Audits, Investigations, and Enforcement. If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

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- 8. Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 9. **Data Ownership**. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
- 10. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
- 11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
- 12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
- 13. Privacy and Security Officer(s). The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
- 14. Safeguards. The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
- 15. Training. The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

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- must document each employee that received training and the date the training was provided or received
- 16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

- 1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
- 2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- 3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
- 4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

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information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
- 2. Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- 3. Termination for Breach of Contract. The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

- Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
- 2. Clarification. This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. **Indemnification**. Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. **Interpretation**. The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
- 5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
- 6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Division of Health Care Financing and Policy

1100 E. William Street, Suite 101 Carson City, Nevada 89701 Phone: (775) 684-3676 Fax: (775) 687-3893

BUSINESS ASSOCIATE Storey County Fire Protection District

P.O. Box 603 Virginia City, Nevada 89440 Phone: (775) 847-0954 Fax: (775) 847-0987

(Authorized Signature)	(Authorized Signature)
Marta Jensen	Gary Hames
(Print Name) Acting Administrator	(Print Name) Fire Chief
(Title)	(Title)
(Date)	(Date)



LIQUOR BOARD

Meeting date:	3/7/17		Estimate of time required:
Agenda: Consent [2	X] Regular age	nda[] F	Public hearing required []
1. Title: First reading	ng for Gold Hill	Hotel, 15	40 Main St., Gold Hill, Nevada.
Liquor On-S Hill, Nevada	Sale License & C	abaret Li	ove as part of the consent agenda the first reading, a deense for the Gold Hill Hotel, 1540 Main St., Gold
3. Prepared by: Br	andy Gavenda	He	
Department: SC			Telephone: (775) 847-0959
			r, is requesting a Liquor On-Sale License & Cabaret Main St., Gold Hill, Nevada.
5. Supporting mate	erials:		
6. Fiscal impact:			
Funds Avail	able:	Fund:	Comptroller
7. Legal review req	uired:	Di	istrict Attorney
8. Reviewed by : Depart	ment Head	1	Department Name: Commissioner's Office
County	Manager	(Other agency review:
9. Board action: [] Appr [] Denice			Approved with Modifications Continued



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro Sheriff

February 24, 2017

To:

Vanessa Stephens, Clerk

Pat Whitten, County Manager

From: Brandy Gavenda, Admin. Asst.

Please add the following item(s) to the March 7, 2017 Commissioners Consent Agenda:

LICENSING BOARD FIRST READING:

A. Gold Hill Hotel – General License. A local business to operate out of 1540 Main St., Gold Hill, NV. Patrick McNamee.

LIQUOR BOARD FIRST READING:

A. Gold Hill Hotel – Liquor License, On Sale & Cabaret. A local business to operate out of 1540 Main St., Gold Hill, NV. Patrick McNamee.

PO Box 498

Office: (775) 847-0959

205 South C Street

Virginia City, NV 89440

Fax: (775) 847-0924



LIQUOR BOARD

- Maria	Mee	ting date:	3/7/1	7	Estimate of time required:
Agenda	: Consent []	Regular agen	da [x]	Public hearing required	1[]
1. <u>Title</u> :	2 nd reading	for the liquor li	icense f	or Bonanza Saloon, 27	N C St., Virginia City Nevada.
2. Recor	nmended me	otion: None.			
3. <u>Prepa</u>	red by: Bran	ndy Gavenda, A	Admin.	Asst.	
<u>Depai</u>	rtment: Store	ey County Sher	riff's O	ffice	Telephone: 775-847-0959
				a Perkins, owner, the 2 ^r Virginia City, NV 894	reading of the liquor license 40.
5. <u>Supp</u>	orting mater	ials:			
6. <u>Fiscal</u>	impact: No	one			
F	unds Availat	ole:	Fun	d:	Comptroller
7. <u>Legal</u>	review requ	ired:]	District Attorney	
8. <u>Revie</u> –	wed by: X_ Departn	nent Head		Department Name: Sh	neriff, Gerald Antinoro
_	County l	Manager		Other agency review:	<u> </u>
9. <u>Board</u> [Appro Denied		[]	Approved with Modification	fications



LIQUOR BOARD

Meeting date: 03/07/17		Estimate of time required:				
Agenda: Consent [] Regular agenda [x] Public hearing required []						
1. Title: 2 nd reading for Cabaret, and St., Virginia City, NV.	l On &	Off-sale Liquor License for the Canvas Cafe, 110 N C				
2. Recommended motion: None.						
3. Prepared by: Jennifer Burns, Ad	ministra	itive Assistant				
Department: Storey County Sheriff's Office Telephone: (775) 847-0959						
4. Staff summary: Motion to approve Richard Oates & Alexia Sober, Owners, a 2 nd reading of the Cabaret, and On & Off-sale Liquor License for the Canvas Cafe, 110 N C St., Virginia City, NV.						
5. Supporting materials:						
6. Fiscal impact:						
Funds Available:	Func	:Comptroller				
7. Legal review required:	I	District Attorney				
8. Reviewed by:						
X_ Department Head		Department Name: Sheriff, Gerald Antinoro				
County Manager		Other agency review				
9. Board action: Approved	f 1	Approved with Modifications				
[] Approved	[]	Continued				



	Meet	ting date:	3/7/1	7 Estimate of time required:
Agenda	a: Consent []	Regular ager	nda [x]	Public hearing required []
1. <u>Title</u>	: 2 nd reading f Virginia City l	for the genera Nevada.	l busines	ss & cabaret license for Bonanza Saloon, 27 N C St.,
2. <u>Reco</u>	mmended mo	otion: None.		
3. <u>Prep</u>	ared by: Bran	dy Gavenda,	Admin.	Asst.
Depa	rtment: Store	ey County Sho	eriff's Of	ffice <u>Telephone</u> : 775-847-0959
				a Perkins, owner, the 2 nd reading of the general and oon, 27 N C St., Virginia City, NV 89440.
5. <u>Supp</u>	orting mater	<u>ials</u> :		
6. <u>Fisca</u>	l impact: No	ne		
]	Funds Availab	ole:	Fund	d: Comptroller
7. <u>Lega</u>	l review requ	ired:	I	District Attorney
8. <u>Revie</u> -	ewed by: _X Departm	nent Head		Department Name: Sheriff, Gerald Antinoro
_	County N	Manager		Other agency review:
	d action: Approx Denied		[]	Approved with Modifications Continued



Meeting date	: 3-7-17		Estimate of time required: 0 - 5	
Agenda: Cons	sent [] Regular ager	nda [x]	Public hearing required []	
1. Title: Busin	ness License Second l	Reading	s Approval	
2. Recommen	ded motion; Appro	oval		
3. Prepared b	y: Stacey Bucchianer	ri		
Departmen	t: Community Deve	lopment	Telephone : 847-0966	
4. <u>Staff summary:</u> Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to Commission Meeting. The business licenses are then printed and mailed to the new business license holder.				
5. Supporting	materials: See attac	ched Ag	genda Letter	
6. Fiscal impa	ct: None			
Funds A	Available:	Fun	d: Comptroller	
7. <u>Legal revie</u>	w required: None	اسسا	District Attorney	
8. Reviewed b	v: Pepartment Head		Department Name: Community Development	
C	ounty Manager		Other agency review:	
	o <u>n:</u> Approved Denied	[]	Approved with Modifications Continued	

Storey County Community Development



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office Pat Whitten, County Manager February 27, 2017 Via email

Please add the following item(s) to the March 7, 2017, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. CMF GROUP, INC. dba CMF Group NV, Inc. Contractor / 1701 Lincoln ~ Madison Hts, MI (machinery)
- B. HIGHLAND ELECTRIC & LIGHTING, LLC General / 198 N C Street (office w/Collins) VC
- C. RINALDI ENVIRONMENTAL CONSULT., INC. Professional / 15100 Broili Dr ~ Reno (consult.)
- D. JOHNSON BEARING & SUPPLY, INC. Contractor / 515 Vista ~ Sparks (industrial supplier)
- E. PACIFIC SOUTHWEST CONTAINER, LLC General / 4530 Leckron Rd ~ Modesto (packaging)
- F. PULIZ MOVING & STORAGE CO. Contractor / 1095 Standard ~ Reno (moving services)
- G. PERBIX MACHINE COMPANY, INC. Contractor / 4405 Winnetka ~ Brooklyn Park, MN (equipment)
- H. FYN AIR, INC. General / 4865 Joule Street ~ Reno (crate supplier)
- I. METOKOTE CORPORATION Contractor / 1340 Neubrecht ~ Lima, OH (equipment installation)
- J. IPG PHOTONICS CORPORATION General / 50 Old Webster Rd ~ Oxford, MA (service equipment)
- K. KURTZ ERSA NORTH AMERICA Contractor / 1779 Pilgrim Rd ~ Plymouth, WI (soldering svcs.)
- L. NEXT SOURCE, INC. General / 1040 Ave of the Americas ~ New York (staffing)
- M. SCAFCO CORPORATION Contractor / 2800 E. Main ~ Spokane (construction materials)
- N. MIKE KEENAN, SR. dba Keenan's Kreations Home Business / 173 Cerese (online sales art)
- O. MISTRAS GROUP, INC. Contractor / 8587 White Fir ~ Reno (rescue training)
- P. JLM INDUSTRIAL SUPPLY, INC. General / 955 South McCarran ~ Sparks (industrial supplier)
- Q. I.T. HEATING & AIR Contractor / 2900 Vassar ~ Reno (hvac contractor)
- R. NIKKE MACHINE MFG CORP Contractor / 440 Sendo ~ HYOGO JAPAN (machine service)
- S. BOSCHMAN TECHNOLOGIES BV Contractor / Stenograaf THE NETHERLANDS (machinery)
- T. JENSEN HUGHES, INC. Contractor / 3610 Commerce Dr ~ Baltimore, MD (engineering)
- U. TRIPLE PLAY SERVICES, INC. Transportation / 42505 Christy Street ~ Freemont, CA (transportation)
- V. CAPITOL CITY ELECTRIC, INC. Contractor / 5415 South Edmonds ~ Carson City (electrical cont.)
- W. THE BUG GUY PEST CONTROL, INC. Contractor / 8570 Eaglenest ~ Reno (pest control)
- X. RAUL MARTINEZ dba Martinez Landscaping Contractor / 9685 Meadow Star ~ Reno (landscaping)

Inspection Required

ec: Chris Hood, Building Dept. Austin Osborne, Planning Dept. Dean Haymore, Comm. Dev. Gary Hames, Fire Dept. Patty Blakely, Fire Dept. Fritz Klingler, Fire Dept. Sheriff's Office Commissioners' Office Assessor's Office



Meeting date: 03/07/17	Estimate of time required: 60 min.				
Agenda: Consent [] Regular agend	da [] Public hearing required [] (x Closed Session)				
. <u>Title</u> : Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227 and Storey County Sheriff's Office Employees Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting.					
2. Recommended motion. No actio	n				
3. Prepared by: Austin Osborne					
Department: Human Resources	Telephone: 775.847.0968				
4. Staff summary: Pursuant to NRS 288 and the existing 2014-2017 bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, and the Storey County Sheriff's Office Employees Association and the Storey County Board of County Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.					
5. Supporting materials: Provided	at meeting.				
6. Fiscal impact:					
Funds Available: n/a	Fund: Comptroller				
7. <u>Legal review required</u> :	District Attorney				
8. Reviewed by:@' Department Head	Department Name: Commissioner's Office				
County Manager	Other agency review:				
9. Board action: [] Approved [] Denied	[] Approved with Modifications [] Continued				
	Agenda Item No.				