



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/4/2017 9:00 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 9:00 A.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **DISCUSSION/POSSIBLE ACTION:**

Approval of Agenda for April 4, 2017.
4. **DISCUSSION/POSSIBLE ACTION:**

Approval of Minutes for February 21, 2017.

5. **CONSENT AGENDA**

- I For possible action: Approval of payroll claims in the amount of \$587,369.85 and accounts payable claims in the amount of \$1,279,171.02.
- II For possible action, approval of contract renewal between The Aging and Disability Services (ADSD) and Storey County. A renewal is required for provision of services for children with intellectual disabilities within Storey County.
- III For possible action, approval of Special Meeting of the Board of County Commissioners on April 12, 2017 for the purpose of canvassing the April 11, 2017 Special Recall Election results and potential subsequent actions as may be appropriate.
- IIII For possible action, business licenses first readings:
 - A. SOUL HOSPITALITY, LLC (THE) dba The Soul from Seoul - General / 2325 Kietzke ~ Reno (food)
 - B. BAXTER & SON MECHANICAL CO., INC. - Contractor / 35 Stokes Dr ~ Moundhouse (contractor)
 - C. DOS CO., LTD - Contractor / 1-15-27 Nishi-ku, Osaka City JAPAN (contractor)
 - D. SQUAW VALLEY SKI CORP - General / 1901 Chamonix Place ~ Olympic Valley, CA (promos)
 - E. REP PLUMBING, LLC - Contractor / 2528 Business Pkwy ~ Minden (contractor)
 - F. MINO AUTOMATION USA, INC. - Professional / 1670 Harmon Rd ~ Auburn Hills, MI (consulting)
 - G. PHOENIX INSTALLATION & MGMT CO, INC. - Contractor / 347 Have a Hill Rd ~ Shelbyville, KY (equipment installation)
 - H. NIKON METROLOGY, INC. - Professional / 12701 Grand River Rd ~ Brighton, MI (consulting)
 - I. CARDINAL CONTRACTING, LLC - Contractor / 2300 S Tibbs Ave ~ Indianapolis, IN (contractor)
 - J. EAST FORK ROOFING, LLC - Contractor / 260 Freeport Blvd ~ Sparks (contractor)
 - K. VARIATION REDUCTION SOLUTIONS - Professional / 14901 Galleon Ct ~ Plymouth, MI (engineer)
 - L. JSJ VENTURES, INC. - Contractor / 1111 S Roop ~ Carson City (septic system cleaning)
 - M. MERCIER ELECT & MECHANICAL, INC. - Contractor / 115 Mayhew St ~ W Point, MS (contractor)
 - N. CSC SERVICEWORKS, INC. - General / 303 Sunnyside Blvd ~ Plainview, NY (coin oper. machinery)
 - O. TEAMTECHNIK MASCHINEN UND ANLAGEN GMBH, LLC - Professional / Planckstr 40, 71691 Freirergamneckar GERMANY (consulting)

P. ODAWARA AUTOMATION, INC. - Contractor / 4805 S County Rd ~ Tipp City, OH (machinery)
Q. RSI INSTALLATIONS, INC. - General / 13524 Vintage Place ~ Chino, CA (staffing)
R. DERIK JONATHAN MURILLO-VAZQUEZ - Contractor / 1850 Selmi Dr ~ Reno (contractor)
S. FULL OF HEART SPIRITUAL HEALING - General / 164A South C St (life coach) VC
T. SILVER SPOON EATERY, LLC dba Silver Spoon Eatery - General / 171 South C St (restaurant) VC
U. PACIFIC INTEGRATED HANDLING, INC. - Contractor / 10215 Portland Ave ~ Tacoma, WA (contractor)
V. IMES GROUP, LLC - Professional / 6601 Vaught Ranch Rd ~ Austin, TX (engineer)
W. PENTA BUILDING GROUP, LLC (THE) - Contractor / 181 East Warm Springs ~ Las Vegas (contractor)
X. KING BEE CONSTRUCTION, INC. - Contractor / 804 Mill Street ~ Reno (contractor)
Y. TEAMTECHNIK PRODUCTION TECHNOLOGY, LLC - Contractor / UL ZA GORA 23, PL 32-040 POLAND (contractor)

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

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

8. **DISCUSSION ONLY (No Action):**

Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County. Specific bills will include SB 57 which staff has expressed full support and bills AB 271, AB 350, AB 354, SB 88, SB 289, SB 314, SB 389, and SB 477.

9. **DISCUSSION/POSSIBLE ACTION:**

Consideration and Possible action to authorize Public Works Department to commence proceedings to remove obstructions on Sutro Springs Road located on property bearing APN 004-291-28 and having a street address of 269 Edith Lane in the Mark Twain area of Storey County.

10. **DISCUSSION/POSSIBLE ACTION:**

Possible action to require first reading of an ordinance to repeal chapter 8.32 of Storey County Code addressing hazardous materials and toxic substances.

11. **RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD**

12. DISCUSSION/POSSIBLE ACTION:

Liquor Board Second Reading:

a. Bonanza Saloon –Liquor License. Operating at 27 N C Street, Virginia City, NV.
Tina Perkins, lessee.

13. ADJOURN TO RECONVENE THE STOREYCOUNTY BOARD OF COMMISSIONERS

14. 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, lessee.

15. DISCUSSION/POSSIBLE ACTION:

Tentative Budget Hearings for FY 2017/18

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

17. DISCUSSION/POSSIBLE ACTION:

Tentative Budget Hearings for FY 2017/18 for the Water and Sewer services in
Virginia City, Gold Hill and Silver City.

18. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

19. DISCUSSION/POSSIBLE ACTION:

Tentative Budget Hearings for FY 2017/18.

20. RECESS TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD

21. DISCUSSION/POSSIBLE ACTION:

Tentative Budget Hearings for FY 2017/18 for the NRS 474 Fire Protection District.

22. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

23. DISCUSSION/POSSIBLE ACTION:

Tentative Budget Hearings for FY 2017/18

24. DISCUSSION/POSSIBLE ACTION:

Licensing Board Second Readings:

A. R. F. MACDONALD COMPANY - Contractor / 25920 Eden Landing Rd ~ Hayward, CA (boilers)

B. DURR ECOCLEAN, INC. - Contractor / 26801 Northwestern Hwy ~ Southfield, MI (ind. machinery)

C. EBZ SYSTEC, INC. - General / 22251 Diesel Dr ~ McCalla, AL (supplier)

D. WAX ON WAX OFF MOBILE DETAIL - General / 2225 Elcrest Dr. ~ Reno (mobile car wash)

E. W.W. CLYDE & CO. - Contractor / 869 North 1500 West ~ Orem, UT (contractor)

F. TRADESMEN INTERNATIONAL, LLC - General / 9760 Shepard Rd ~ Macedonia, OH (staffing)

G. AUTOMATION LOGISTICS CORP - Contractor / 331 Scarlet Blvd ~ Oldsmar, FL (machine install.)

H. Keith Wallace dba A-SNAP - General / PO Box 3293 ~ Turlock, CA (mobile mechanic)

I. KING CONSTRUCTION, INC. - Contractor / 2040 Farm District Rd ~ Fernley (construction)

J. LADA CUBE, LLC - General / 101 Canary Lane ~ Grand Jet, CO (furniture delivery)

K. TEKNO, INC. - Contractor / One Wall Street ~ Cave City, KY (automation equip.)

L. BASTIAN AUTOMATION ENG., LLC - General / 10585 N. Meridian ~ Indianapolis, IN (equip sales)

M. BANNER INDUSTRIES OF N.E., INC. - General / 1 Industrial Drive ~ Danvers, MA (distribution)

N. TRUMPF, INC. - Contractor / 111 Hyde Rd ~ Farmington, CT (mfg equip)

O. NEVADA BARRICADE & SIGN CO., INC. / Contractor - PO Box 20459 ~ Reno (road const.)

P. CME PROFESSIONAL SVCS., LLC / General -- 7100 Cave Creek Rd ~ Cave Creek, AZ (staffing)

Q. INDUSTRIAL KINETICS, INC. - Professional / 2535 Curtiss St ~ Downers Grove, IL (matl handl equip)

R. KDDI AMERICA, INC. - General / 21241 S. Western Ave ~ Torrance, CA (translation svcs.)

S. UL, LLC - General / 333 Pfingsten Road ~ Northbrook, IL (safety training)

T. BLACK GOLD INDUSTRIES dba BGII - Transportation / 527 North Rice Ave ~ Oxnard, CA (hazardous waste transportation)

U. OUT WEST BUILDINGS, LLC - General / 7450 Reno Hwy ~ Fallon (deliver portable sheds)

V. HIRATA CORPORATION OF AMERICA - Contractor / 5625 Decatur Blvd ~ Indianapolis, IN (equipment manufacturing)

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

26. **ADJOURNMENT**

27. **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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

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

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

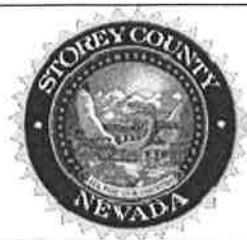
USDA is an equal opportunity provider, employer, and lender.

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

CERTIFICATION OF POSTING

I, 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 3/30/2017; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: April 4, 2017

Estimate of Time Required: 0 -5

Agenda: Consent ☒

Regular agenda ☐

Public hearing required ☐

1. **Title:** Approval of Minutes for February 21, 2017.
2. **Recommended motion:** Approve the minutes for February 21, 2017 as submitted in conjunction with approval of the Consent Agenda.
3. **Prepared by:** Vanessa

Department: Clerk **Telephone:** 847-0969
4. **Staff Summary:** Minutes from the February 21, 2017 Board of County Commissioners Meeting.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

_____ Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, FEBRUARY 21, 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, District Attorney Anne Langer, Comptroller Hugh Gallagher, Communications Director Dave Ballard, Community Relations Coordinator Cherie Nevin, Fire Chief Gary Hames, Battalion Chief Jeff Nevin, Security Director Melanie Keener, Planning Director/ Administrative Officer Austin Osborne, Public Works Director Jason VanHavel, Storey County Lobbyist Greg "Bum" Hess, Sergeant Jeff Bowers, and Recorder Jen Chapman

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

Meeting was called to order by Chairman McBride at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

Motion: Approve Agenda for February 21, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

3. CONSENT AGENDA

I For possible action: Approval of claims, Accounts Payable Checks dated 2/3/2017 for \$433,736.78 and \$10,940.08 and dated 2/10/2017 for \$15,080.00. Payroll checks dated 2/07/2017 for \$15,080.00. Payroll checks dated 2/07/2017 for \$76,519.02 and \$133,974.07 & dated 2/10/2017 for \$484,850.14.

II For possible action: Approval of Licensing Board First 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 Ceres (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 ~ Fremont, 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)

Public Comment:

None

Motion: Approve Consent Agenda for February 21, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. DISCUSSION ONLY (No Action – No Public Comment): Committee/Staff Reports

Public Works Director Jason VanHavel:

- Received shipment of a boom-lift which was used to remove loose bricks off of the courthouse.
- Work is being done to clear culverts in TRI as well as repairs being done on Lousetown Road and Six Mile Canyon.

- Last night's precipitation in Six Mile Canyon measured higher than the storm in January - causing additional damage.
- Only two months into the year, the County is at 150% of normal precipitation.
- The next phase of the sewer project is going out to bid, with groundbreaking in the spring and completion expected late summer 2018.

Sergeant Jeff Bowers:

- The Sheriff's Office will have two first readings for liquor licenses: one for Canvas Café, and an amended license for the Tap House.

Director of Community Relations Cherie Nevin:

- The President approved the Declaration of Emergency for Nevada. Work with FEMA will begin with a meeting in March - this process could take up to 18 months.
- A presentation will be given this Thursday to the Carson River Subconservancy regarding the wastewater improvement project. USDA will be teaming with the County on this project.
- Working with NDOT in applying for emergency relief funds through the Federal Highway Administration for repairs to area roads with hopes to have Six Mile Canyon approved and included.
- Nevada Arts Council held an art forum at St. Mary's Art Center. There was conversation regarding re-establishing the Comstock Arts Council.

Storey County Lobbyist Greg "Bum" Hess:

- Legislature update:
 1. Approximately 17 meetings were postponed yesterday.
 2. A report will be given most likely at the March 21st (Commission) meeting including the tax cap, public works bills, water rights, impact fees and gender orientation.
 3. Only majority leaders can file bills at this point.

Commissioner Gilman: This will be a year to be very vigilant. There are a lot of bills that could specifically impact Storey County.

Planning Director/Administrative Officer Austin Osborne:

- Thank you to all, including Commissioners, who attended the first strategic plan meeting. There will be a series of meetings and this should be an eight month process.
- Some of the meetings will be with the Planning Commission, some with department heads and elected officials.
- A town hall meeting will be held with the USGS at Fire Station 72 in the Highlands on March 23rd, 6PM, to discuss water surveys for volunteers who wish to have USGS monitor wells.
- Health benefit premiums will likely go up this year - the first time in a long time. An insurance committee to include employees will be formed. It is probable that substantial contributions by employees will be discussed - not necessarily with premiums, but with deductibles, co-pays, and the like.
- Katie Herrington, Judge Herrington's daughter, is present today. Katie is getting her Masters Degree in Legal Studies and is visiting from North Carolina.

Comptroller Hugh Gallagher:

- The budget process has begun. The budget committee has done a good job determining where things are and what needs to be done.
- Staffing requirements have been reviewed.
- Department operational budgets are due on Friday. After review, the committee will meet with the County Manager and make tentative budget requests to the Commission.
- As mentioned previously, County audit services will be put out for bid. The current CPA has sent notice that the lead auditor is preparing to retire.
- The auditor must be selected by March 30th to start on July 1st.

District Attorney Anne Langer:

- Residents should be aware there are a lot of phone scams saying to be from the IRS claiming there is a warrant for your arrest due to unpaid taxes as well as traffic tickets or unresolved court issues. The IRS would send letters not make phone calls.

County Manager Pat Whitten:

- The Comstock Chronicle and the Virginia City News are merging. The first issue will be out March 3rd.
- Commissioners McBride and McGuffey did a stellar job testifying on SB57. Mr. Whitten is working on a couple of pending questions which will be discussed with the Senate Majority Leader.
- Roger Norman, and team, is gifting a mountain top access for radio tower coverage in the industrial corridor.

5. BOARD COMMENT (No Action – No Public Comment):**Vice Chairman McGuffey:**

- NACO update:
 1. NACO is watching all of the bills going through the Legislature
 2. SB176 would require law enforcement to wear body cameras. Possible funding would come from increase in 911 fees.
 3. AB43 – Property tax cap bill, a restructure of the past bill.
 4. SB8 – Presentencing investigation bill. Counties currently pay 70% of these costs - NACO is trying to reduce this to 30%.
 5. SB57 – Reconfiguration of the V&T Commission Board.
 6. The “well bill” – people owning wells are encouraged to go to meetings regarding this issue.

Chairman McBride:

- The Republican annual “Lincoln Day Brunch” was held at and hosted by the Delta Saloon. Attending was U.S. Senator Dean Heller, Congressman Mark Amodei, State Senator James Settemeyer, and Assemblyman Jim Wheeler. Also, Senator Don Gustafson from Reno, State Comptroller Ron Knecht, State Treasurer Dan Schwartz, along with Commissioners McBride and McGuffey. This event was well attended and received.
- Along with Chair McBride, Commissioner McGuffey, and Austin Osborne will be attending the national NACO conference in Washington DC. This conference provides opportunity to

meet with the Congressional Delegation one-on-one as well as Federal representatives, along with attending various workshops.

6. DISCUSSION/POSSIBLE ACTION: Approval of the Storey County/Lyon County Rawe Peak Radio Equipment Inter-Local Agreement.

Communications Director, Dave Ballard, presented this item. The purpose of this lease with Lyon County is for installation of Storey County equipment in the Lyon County facility. There are two buildings on Rawe Peak, one owned by the State - currently housing Storey County equipment, and one owned by Lyon County. It makes sense to move the equipment out of the State building into the Lyon County building based on the partnership with Lyon County in several areas.

The lease with the State will be replaced by this agreement with Lyon County. This lease costs more, \$3,000 per year, however the Lyon County building is better maintained and has easier access.

Mr. Whitten: The rate being charged is very fair. The County pays more for this at Pond.

Mr. Ballard: Pond costs \$360 per month, plus \$40 for utilities. The amount paid to Lyon County goes toward maintenance, upgrade of the generator, and fuel. These costs would be split with Lyon County.

Vice Chairman McGuffey: Is the equipment being shared?

Mr. Ballard: The quad-county microwave is being shared. Storey County is actually the first county using it for communications. The State was asked if (Storey) County could run fiber lines to the State building, but there were too many "hoops" to go through to get this done.

Public Comment:

None

Motion: Approve Storey County/Lyon County Rawe Peak Radio Equipment Inter-Local Agreement,

Action: Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman,

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

7. DISCUSSION/POSSIBLE ACTION: Confirm reappointment of Marshall McBride and Laura Kekule to the Storey County Board of Equalization.

Chairman McBride abstained from discussion and vote on this item.

Vice Chairman McGuffey stated this item is to confirm reappointment of Marshall McBride and Laura Kekule to the Storey County Board of Equalization.

Public Comment:

None

Motion: Approve reappointment of Marshall McBride and Laura Kekule to the Storey County Board of Equalization, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman McGuffey, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

8. DISCUSSION/POSSIBLE ACTION: Confirm reappointment of Marshall McBride, Pat Whitten, and Laura Kekule to the Storey County Debt Management Board.

Chairman McBride abstained from discussion and vote on this item.

Vice Chairman McGuffey presented this item.

Public Comment:

None

Motion: Approve reappointment of Marshall McBride, Pat Whitten, and Laura Kekule to the Storey County Debt Management Board, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

9. RECESS TO CONVENE THE 474 FIRE DISTRICT BOARD

10. DISCUSSION/POSSIBLE ACTION: Confirm and Appoint Jeff Nevin as the Storey County Fire Protection District Chief Appointee.

Chairman McBride said Jeff Nevin started as a student member and has worked his way up the ranks to Fire Chief. Jeff has been a firefighter, Fire Captain, Battalion Chief – a native and resident of Virginia City.

Public Comment:

Mike Nevin, Resident: Jeff is following in the footsteps of Mr. Nevin, who served as Fire Chief in the 1980s, as well as Jeff's great, great grandfather. Jeff's grandfather served as Virginia City Paid Fire Chief, 1901-1906, 1911, 1912. The County formed the 474 Fire District in the 1990's. Congratulations to Jeff, he will do a fantastic job.

Gary Hames, Fire Chief: Jeff Nevin is a great choice. Jeff has been around the firehouse since he was young. There are several personnel of the Fire Department who started as student members.

Motion: Approve appointment of Jeff Nevin as the Storey County Fire Protection District Chief Appointee, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

11. ADJOURN TO CONVENE THE STOREY COUNTY LIQUOR LICENSE BOARD

12. DISCUSSION/POSSIBLE ACTION: Approve first reading for a Cabaret and On & Off Liquor License. Applicants are Richard Oates and Alexia Sober, owners of the Canvas Café located at 110 N C St., Virginia City, Nevada.

County Manager Pat Whitten: This is a first reading for the Cabaret and On & Off Liquor License for the Canvass Café. There is no reason to not approve while investigation is completed.

Sergeant Jeff Bowers: No comment on this matter at this time.

Public Comment:

None

Motion: Approve first reading for a Cabaret and On & Off Liquor License. Applicants are Richard Oates and Alexia Sober, owners of the Canvas Café located at 110 N C St., Virginia City, Nevada,

Action: Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman,

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

13. DISCUSSION/POSSIBLE ACTION: Approve amendment of the Virginia City Brewery liquor license. Amending the license from Kurt Holt and Jason Hawkins, to solely in the name of Kurt Holt, removing Jason Hawkins.

Public Comment:

None

Motion: Approve amendment of the Virginia City Brewery liquor license. Amending the license from Kurt Holt and Jason Hawkins, to solely in the name of Kurt Holt, removing Jason Hawkins,

Action: Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman,

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

14. ADJOURN TO RECONVENE THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

15. DISCUSSION/POSSIBLE ACTION: Continued from the 02/07/17 board meeting) 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 (I1). 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 change is consistent with that designation. The property is located along the Storey County/Lyon County boundary approximately 5 miles northeast of the Mark Twain Estates.

Planning Director Austin Osborne presented this item.

- This is a zone change request of a 59 acre parcel in Mark Twain, currently zoned Forestry to Light Industrial.
- The request is compliant with the Master Plan which designates this as a transition area – Forestry to Industrial.
- This is not a Use Application, it is a Zone Application. Once the parcel is zoned I-1, the applicant will be able to do anything listed for the I-1 Zone.
- The nearest residents in that area attended the Planning Commission meeting and did not express any concerns.
- The Lyon County Manager was also contacted and was aware of the applicant's proposal.

- Staff recommends approval.

Public Comment:

None

Mr. Osborne read the findings of fact:

- 6.1.1 The proposed Zone Map Amendment complies with all Federal, Nevada State and Storey County regulations;
- 6.1.2 The proposed Zone Map Amendment will not impose substantial adverse or safety hazards on the abutting properties.
- 6.1.3 The conditions of approval of the Zone Map Amendment require compliance with the applicable codes.
- 6.1.4 The conditions of approval of the Zone Map Amendment do not conflict with the minimum requirements in SCC Chapter 17.34 I1 Light Industrial Zone or chapter 17.033.220 Zone map amendments and zone text amendments;
- 6.1.5 The uses allowed by the new zones do not appear to cause substantial adverse impacts to the uses allowed in abutting zones;
- 6.1.6 The proposed Zone Map Amendment is in substantial compliance with and supports the goals, objectives and recommendations of the 2016 Storey county Master Plan;
- 6.1.7 The proposed Zone Map amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity;
- 6.1.8 The proposed Zone Map Amendment will not cause uses that will negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare;
- 6.1.9 The proposed Zone Map Amendment will not create any non-conforming conditions, such as non-conforming setbacks distances or minimum parcel area and width requirements.

Motion: In accordance with the recommendation by staff and the Storey County Planning Commission, the findings of fact under Section 6.1 of this report, and other findings deemed appropriate by the County Commission, and in compliance with the conditions of approval, I, Commissioner McGuffey, make a motion to approve with conditions Zone Map Amendment 2013-033, allowing the applicant's 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 (I1). 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 change is consistent with that designation. The property is located along the Storey County/Lyon County boundary approximately 5 miles northeast of the Mark Twain Estates, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

16. DISCUSSION/POSSIBLE ACTION: (Continued at the 02/07/17 board meeting) The applicant requests a Special Use Permit to construct an approximately 5 to 170 megawatt utility-scale ground mounted solar photovoltaic power generating facility using solar panel array technology with associated equipment storage buildings, office and watchman's dwelling on APN 004-181-02, located in Section 31, Township 16 North, Range 22 East, MDBM, and APN 004-291-02, located in Section 1, Township 17 North, Range 22 East, MDBM. The property is located along the Storey County/Lyon County boundary northeast of Mark Twain Estates.

Austin Osborne stated the Applicant is requesting a Special Use Permit to construct a photovoltaic power generating facility on an approximately 520 acre property.

- This use is consistent with the Master Plan.
- Photovoltaic is basically solar panels, not a tower.
- This facility will be located next to what may become the Blackhawk sub-station by NV Energy. Applicant indicates there have been discussions with NV Energy about connecting to the sub-station if that was to happen.
- Conditions of this Permit are standard. It could be transferred to another user.
- Noise, light, and drainage conditions are included.
- A watchman's dwelling will be allowed on this property. Water must be on-site and available to the dwelling.
- The Planning Commission requested the County Commissioners consider substantial bonding language to insure when the project expires that the equipment disappears, the area is re-graded, re-seeded, and brought back to a reasonable condition as it exists today.
- There is no expiration date on this permit. However, if the facility does not operate for three years, or more, the County can deem the facility abandoned and decommissioned.
- If the facility is never built, the Special Use Permit expires at the end of 24 months.

Public Comment:

Rafi Abrishami, Applicant: Will follow the recommendations of Mr. Osborne. If a bond is necessary, that advice will be followed. This is not similar to a mining project where there tends to be a very deep excavation. Once a solar facility terminates after the 25 year cycle, or if the project manager walks away sooner - which is unlikely, the salvage value of the equipment on the property would exceed the cost of reclamation many times over. We would not move forward if it was thought this project was not viable. We suggested that a bond be required for the last 5 years (of the 25 year cycle). However, the recommendations will be followed.

Chairman McBride: Is this the first venture into this type of project? It could turn out to be a very small to a very large project?

Mr. Abrishami: Yes.

Vice Chairman McGuffey: Will this power be sold to NV Energy or private homes?

Mr. Abrishami: Both avenues will be looked at. Discussions will be held with NV Energy regarding purchase agreements. We were waiting for the Special Use Permit to be in place before discussions.

Commissioner Gilman: Has the possibility of a re-sale program been discussed with NV Energy?

Mr. Abrishami: There have been several meetings with NV Energy's third party advisors. Negotiations will be through these advisors. We were waiting for approval of the SUP before beginning formal negotiation. Multiple facets have been heard, including:

1. That NV Energy does not plan to build Blackhawk Energy anytime soon;
2. Other sources indicate otherwise.

Chair McBride: From a first-hand account, NV Energy is not going forward with the Blackhawk sub-station at this time, or in the foreseeable future. Has the Public Utilities Commission been contacted?

Mr. Abrishami: Would consider setting up a sub-station if the NV Energy sub-station does not materialize. We were waiting for approval of the SUP before contacting the PUC which will be the next step.

Commissioner Gilman recused himself from any further discussion or vote on this item as there may be future issues.

Nicole Barde, Virginia Highlands Resident: Is this going to be photovoltaic only or is there the potential there will be wind? Does changing to light industrial mean any alternative energy? Does this allow a sub-station?

Chair McBride: Not for this SUP which is photovoltaic only. If wind were to be incorporated, another SUP would be required as well as one for a sub-station. Mr. Osborne, has the issue of obtaining the bond for the last five years been discussed?

Mr. Osborne: There has been discussion. It is assumed that the equipment has a 25 year lifespan. It sounds like a good idea – bond it up front during the construction, the highest risk area, and then there is a gap for 10, 15, or 20 years. The bond is kicked back up when the equipment is reaching its lifespan. The challenge is with potential successors where the “plug is pulled” the day before obtaining a bond, leaving the County with 500 acres of equipment to be removed. There is no way to tell whether this would be the case or not. Another concern would be precedent. Every possible alternative has been discussed with applicant. A lot of changes were made that were agreed on.

Chair McBride: Agrees with Mr. Osborne. Looking at other areas where there is dilapidated equipment such as windmills, the equipment has been there for decades as there was no provision in place to remedy the issues.

Mr. Osborne read the findings of fact:

5.1.1 The Special Use Permit does not conflict with the provisions of the 2016 Storey County Master Plan including the goals and objectives listed in Chapter 3 Land Use including as related for the maintenance of an orderly, efficient and sustainable development; create and maintain a diverse economy; balance renewable energy systems with other uses; and compatibility between existing and future uses;

5.1.2 The Special Use Permit complies with all federal, state, and county regulations;

5.1.3 The Special Use Permit will not impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area;

5.1.4 The conditions of the Special Use Permit adequately address potential fire hazards and require compliance with the applicable fire codes, including fire protection ratings;

5.1.5 The conditions under the Special Use Permit do not conflict with the minimum requirements in SCC Chapter 17.12 General Provisions, Chapter 17.34 I1 Light Industrial Zone, Chapter 17.32 Forestry Zone and Chapter 17.03.150 Special Use Permits, or any other federal, state, or county regulations, including building and fire codes.

Motion: In accordance with the recommendation by Staff, and the Storey County Planning Commission, the Findings under Section 5.1 of the Staff Report and other Findings deemed appropriate by the County Commission, and in compliance with the conditions of approval in

Section 6 of this report, I Commissioner McGuffey, hereby motion to approve with conditions and the addendum to Special Use Permit Application Number 2016-034 for a Special Use Permit to construct an approximately 5 to 170 megawatt utility-scale ground mounted solar photovoltaic power generating facility using solar panel array technology with associated equipment storage buildings, office and watchman's dwelling on APN 004-181-02, located in Section 31, Township 16 North, Range 22 East, MDBM, and APN 004-291-02, located in Section 1, Township 17 North, Range 22 East, MDBM. The property is located along the Storey County/Lyon County boundary northeast of Mark Twain Estates, in addition to this motion is included a copy of the addendum to Staff Report 2016-034 SUP Conditions of Approval, recommendation by Planning Department, to Conditions 3, 18, and 19, Special Use Permit 2016-034, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

Chairman McBride called for Recess at 11:30 AM

Meeting reconvened at 11:40 AM

17. DISCUSSION/NO ACTION: Comstock Mining, LLC to report the overflow of an event pond located at 1200 American Flat Road (heap-leach facility) during the January rain and snow storm event. The report will show that no known violations are evident, and it will summarize monitoring, remediation, and future prevention that is underway with guidance and direction from the Nevada Division of Environmental Protection.

Scott Jolcover, Director of Business Development for Comstock Mining, LLC, presented this item:

- This Comstock Mining facility is designed in accordance to EPA standards to sustain 25 year events.
- CMI has suffered its fourth 100-year event – 2 inches of rain in a 24 hour period. This equals about 1.6 million gallons over the CMI facility.
- The event pond was designed for 4.9 million gallons and approved by The EPA engineers.
- CMI has been very pro-active and stopped adding cyanide to the leach facility in November.
- Pond levels were brought down when storms were coming.
- The solution that was left was “hit” with peroxide which kills cyanide.
- In January there was a power outage creating a breaker failure and approximately 95,000 gallons escaped the event pond.
- NDEP, County Emergency Management Director Joe Curtis, and Planning Director Osborne were advised and met at the site. The sampling protocol was conducted.
- There was a second breaker failure creating a water leak and the second spill. The same persons were notified and the same protocol was followed.
- After the first spill, CMI obtained three “land sharks” evaporators and two pond evaporators. Six additional evaporators were obtained from Michigan. That’s nine “snow maker” evaporators and two pond evaporators.
- Evaporating is being done to the maximum capacity of the facility.
- CMI is in touch with NDEP regularly. The NDEP Bureau Chief toured the facility along with Mr. Jolcover on Saturday.
- CMI is compliant and there are no violations. There are no degradations to the waters of the State of Nevada, as required by CMI’s permit.
- Along with the Bureau of Land Management, remediation will be conducted in the spring.

- Thank you to Storey County Fire who were “beyond helpful” providing needed hoses. The building department was able to get sandbags.

Austin Osborne: Mr. Jolcover has summarized the situation very well. For the record, on behalf of Planning, everything Mr. Jolcover said is true to Mr. Osborne’s knowledge. Mr. Osborne, the NDEP, Mr. Jolcover, and the County’s team communicate continuously. NDEP continues to monitor.

Commissioner Gilman: It appears that this area is not out of the storm pattern yet. Are there plans for further mitigation should the weather events continue?

Mr. Jolcover: CMI could use some sunshine. Friday, Saturday and Sunday, evaporation efforts continued getting some capacity, which held during this last storm. It is possible that it could spill again if the “river” hits hard enough. Every “river” that comes through is deluding it again. Sampling continues, with samples going in today, so there is a baseline prior to the next event. Everything possible is being done to avoid another spill. A corrective action plan will be filed with NDEP on mitigation going forward.

Commissioner Gilman: Is there an alternative source that could be pumped to, temporary holding, or draw down at all?

Mr. Jolcover: Those possibilities have been exhausted.

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

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

- A. LEAD STAFFING LA BASIN, LLC dba Lead Staffing** – General / 12631 Imperial ~ Santa Fe Springs CA
- 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)

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

Public Comment:
None

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

19. CORRESPONDENCE:

- Storey County Fire Protection District Report for the month of January 2017

20. PUBLIC COMMENT (No Action)

Nicole Barde, Virginia City Highlands resident: Last weekend, a neighbor reported a drone looking into their house through windows. A report was taken by the Sheriff's Office. This is being brought to the attention of the Commission - it is starting and will get worse. Thought should be given to zoning ordinances regarding the use of drone.

Chairman McBride: There may be State protection for drones.

District Attorney Langer: Has prosecuted trespassing with the use of drones.

Chair McBride: Has heard of people being prosecuted for shooting drones out of the sky.

Ms. Barde: The FAA considers (drones) aircraft. But this is uncharted territory at a county level. The Commission should look into an ordinance.

Another item, the gas and diesel tax was defeated by voters. Is there any work going on to try and tax those two items?

Mr. Whitten: Correct, fuel indexing failed in all 15 rural counties. It passed in Clark County. Storey County has approached majority leadership to consider enacting a tax of up to 5 cents on diesel only. Gasoline would stay the same. The structure of the proposed BDR to the Legislature would say to

each Board of County Commissioners that it can or cannot be done depending on decision of each County. The BDR would include where funds could be used, which would be major roads, and perhaps roads such as Cartwright and Lousetown, that feed into a State highway or major road.

John Crouch, Virginia City Highlands resident: Was snowed in to his residence in the Virginia City Highlands in January, and has been snowed out since - only getting out with help from Washoe County Search and Rescue. The problem is Riverview Road has washed out - the only way the Fire Department can get up to the Dayton side. There are people who live above Mr. Crouch who use Riverview or Six Mile Canyon, which has problems. Mr. Crouch cannot get to his residence on Mountaintop Road due to the wash-out on Riverview Road. This was presented to the (Planning) Commission. With thaw coming and more water flows down Cottonwood Creek, the rest of the road will be taken out. No fire equipment can get to the Dayton side of the range. Mr. Crouch appeals to the Commission to look at this situation. This is a problem. All help would be appreciated. Thank you to Kris Thompson for his assistance and for contacting others to address the issues. There will be a problem if there is a fire season as there is only one way in. The County says it is the HOA's problem, and the HOA's do not want to touch it.

Commissioner Gilman: Currently Mr. Thompson is away on family emergency. Prior to leaving, Mr. Thompson appealed to Joy Engineering and Ames Construction - both companies have agreed, as private parties, to come in and assist with the problem Mr. Crouch has in reaching his home. It is assumed, that this will have to wait until a break in the weather.

Mr. Crouch: Is aware of this and has been informed that weather is a factor, that repairs will have to wait until the weather clears. Mr. Thompson really stepped up.

Chairman McBride: This will be checked out - to see if any of the connector roads are supposed to be maintained by the County. If the roads are in the HOA's, the HOA's will have to step up. The County can help when state of emergency is declared, but not on a regular basis.

Mr. Crouch: Contacted the Governor's Office, but there is no help available. There might be a way through FEMA for funds to upgrade some of these "private" County roads which are on County maps. There is a culvert system, which had been large enough, that did not hold the water capacity from the last storms.

Chairman McBride: There were the same issues on Six Mile and in Rainbow Bend - the culverts could not hold the water.

Mr. Crouch: Over the years, has put in thousands of dollars of gravel to maintain the road to his property.

Mr. Whitten: The County is aware of this and is grateful to Kris (Thompson), Joy Engineering, and Ames Construction. The issues are the roads in the Highlands are believed to be private, but are they the HOA's? There is no HOA for the forty-acres. In the past, through the District Attorney, it has been determined that the County cannot work on private roads unless certain mechanisms are in place or operating under a state of emergency. At this point, the best answer is the County cannot help without violating State law.

Mr. Crouch: Last summer, the Forestry Service graded Long Valley Road which has been there since the 1840's. Storey County has refused to take responsibility for Long Valley Road since that time and this was the main avenue to get provisions to the miners in Virginia City.

Chairman McBride: Believes the Fire Department did do some improvements on Long Valley Road last summer, not Forest Service.

Mr. Crouch: Just wanted to be sure the County was aware of the situation.

Chairman McBride: Thank you and thank you for your service to the Country.

The meeting was adjourned by the Chair at 12:15 PM

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: April 4, 2017

Estimate of Time Required: 0 -5

Agenda: Consent ☒

Regular agenda ☐

Public hearing required ☐

1. **Title:** For possible action: Approval of payroll claims in the amount of \$587,369.85 and accounts payable claims in the amount of \$1,279,171.02.
2. **Recommended motion:** Approve claims as submitted in conjunction with approval of the Consent Agenda.
3. **Prepared by:** Vanessa

Department: Treasurer **Telephone:** 847-0969
4. **Staff Summary:** A list of all claims is attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** \$1,866,540.87
7. **Legal review required:** No
8. **Reviewed by:**

____ Department Head

Department Name: MANAGER

____ County Manager

Other Agency Review: _____

9. **Board Action:**

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

Payroll Type: Deductor Check Date: 03/14/17

Check/	Emp #/		Amount
DD #	Ded #	Payee	

Total User Transfer for EFTPS: .00

Total Deductor Checks: 129,556.37

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
----------	--------------	--------------

COMPTROLLER

TREASURER

Payroll Type: Deductor Check Date: 03/14/17

Check/ DD #	Emp #/ Ded #	Payee	Amount
----------------	-----------------	-------	--------

Total User Transfer for EFTPS:			.00
--------------------------------	--	--	-----

Total Deductor Checks:			75,327.08
------------------------	--	--	-----------

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
----------	--------------	--------------

COMPTROLLER

TREASURER

Payroll Type: Regular
Payroll Groups: 1 2 3 4 5 6 7 8 9
Check Date: 03/24/17
Period-end Date: 03/19/17

Check / DD #	Emp #/ Ded #	Payee	Amount
Total User Transfer for EFTPS:			
			54,167.82
Total Deductor Checks:			
			10,858.34
Total Employee Checks:			
			1,013.22
Total Employee Direct Deposit:			
			266,056.67
Total Employee Deds Xferd on Dir Dep File:			
			10,810.02
Total User Transfer to Deductor:			
			39,580.33
Total Disbursed:			
			382,486.40

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN _____ COMMISSIONER _____ COMMISSIONER _____

COMPTROLLER _____

TREASURER _____

PC
NUMBER

103 WELLS ONE COMMERCIAL CARD

FUND-DEPT INVOICE #

STOREY COUNTY
PURCHASE CARD REGISTER

DESCRIPTION	DATE	TRANS#	AMOUNT
PAYMENT			
ADKINS BATTERIES +	3/17/17	1022	19.50
ADKINS DMV 030217	3/17/17	1022	36.25
ADKINS HOME DEPOT	3/17/17	1022	4.48
ADKINS MILLERS JACK	3/17/17	1022	40.00
BOMERS - TRAVEL EXP	3/17/17	1019	78.98
CNEVIN- ATT	3/17/17	1492	80.00
CNEVIN-ATT	3/17/17	1492	70.00
COYLE RC ENGINES	3/17/17	1022	139.95
CW SUCURI WEBSITE	3/17/17	1017	39.96
DD PINOCCHIOS BAR	3/17/17	1017	34.98
DD WINNERS CROSSING	3/17/17	1017	26.00
DOSEN - 114116	3/17/17	1019	1,429.20
DUPRESNE HOME DEPOT	3/17/17	1022	69.98
FAIN MOANA NURSERY	3/17/17	1014	59.99
FAIN SMITHS GET WELL	3/17/17	1014	35.00
FAIN WALMART GIFT	3/17/17	1014	20.39
FAIN WALMART PLANT	3/17/17	1014	7.36
HAMES PAYLESS	3/17/17	1022	489.09
ICC EXAM CTR DILLON	3/17/17	1021	199.00
INV #...1642648	3/17/17	1023	53.86
INV #...2024215	3/17/17	1023	79.95
INV #...3139403	3/17/17	1023	27.99
JASONV-NRWA 3/8	3/17/17	1015	1,650.00
JEFF-HOME DEPOT	3/17/17	1015	103.17
JEFF-HOME DEPOT	3/17/17	1015	103.17
JEFF-HOME DEPOT	3/17/17	1015	113.43
JEFF-HOME DEPOT	3/17/17	1015	61.56
JEFF-HOME DEPOT	3/17/17	1017	60.89
JEFF-HOME DEPOT	3/17/17	1017	19.99
JEFF-HOME DEPOT	3/17/17	1017	34.79
JEFF-HOME DEPOT	3/17/17	1017	130.00
JEFF-HOME DEPOT	3/17/17	1017	3.99
JEFF-HOME DEPOT	3/17/17	1017	94.72
JEFF-HOME DEPOT	3/17/17	1017	13.03
JEFF-HOME DEPOT	3/17/17	1014	21.34
JEFF-HOME DEPOT	3/17/17	1014	24.50
JEFF-HOME DEPOT	3/17/17	1014	10.05
JEFF-HOME DEPOT	3/17/17	1014	28.15
JEFF-HOME DEPOT	3/17/17	1022	1,000.00
JEFF-HOME DEPOT	3/17/17	1022	57.63
JEFF-HOME DEPOT	3/17/17	1022	479.88
JEFF-HOME DEPOT	3/17/17	1022	60.00
JEFF-HOME DEPOT	3/17/17	1022	1,392.27
JEFF-HOME DEPOT	3/17/17	1014	97.64
JEFF-HOME DEPOT	3/17/17	1014	28.12
JEFF-HOME DEPOT	3/17/17	1014	7.43
JEFF-HOME DEPOT	3/17/17	1014	199.00
JEFF-HOME DEPOT	3/17/17	1014	50.00
JEFF-HOME DEPOT	3/17/17	1014	893.10
JEFF-HOME DEPOT	3/17/17	1014	23.86
JEFF-HOME DEPOT	3/17/17	1016	305.78
JEFF-HOME DEPOT	3/17/17	1016	49.33
JEFF-HOME DEPOT	3/17/17	1023	399.99
JEFF-HOME DEPOT	3/17/17	1014	920.48
JEFF-HOME DEPOT	3/17/17	1014	654.90
JEFF-HOME DEPOT	3/17/17	1014	19.95

PC
NUMBER *ENDOR

STOREY COUNTY
PURCHASE CARD REGISTER

FUND-DEPT INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
OSBORNE LEG COUNSEL	LOBBYIST REGISTER FEE	3/17/17	1014	300.00
OSBORNE MARIOTT	COFFEE SHOP BREAKFAST	3/17/17	1014	106.10
OSBORNE METRO MM JM	AO DC LEG NACO TRIP	3/17/17	1014	27.50
OSBORNE PJ & CO POST	NACO REVIEW MM AO JM	3/17/17	1014	56.59
OSBORNE RENO AIRPORT	PARKING DC LEG NACO TR	3/17/17	1014	79.00
OSBORNE TAXI JM MM	AO DC LEG NACO TRIP	3/17/17	1014	51.42
REF #...1389207	MARTINEZ TRAINING	3/17/17	1023	306.00
RUSSELL SOUTHWEST	RUSSELL TRAVEL	3/17/17	1022	515.76
RUSSELL USPS 022817	POSTAGE	3/17/17	1022	6.80
RUSSELL USPS 030717	POSTAGE	3/17/17	1022	11.55
RUSSELL USPS 030917	POSTAGE	3/17/17	1022	10.64
SCDA TM MAINTENANCE	3/17-2/18 LEXIS NEXIS	3/17/17	1018	914.00
SKRETTA - OREILLY	SHOP 56405	3/17/17	1015	45.99-
SKRETTA-AMAZON	B-172- LIGHTS	3/17/17	1015	85.74
SKRETTA-USA REBUILDS	P-71- HYDROBOOST	3/17/17	1015	140.00
SUSAN- HOME DEPOT	TOILET SEAT REFUND	3/17/17	1015	10.73-
SUSAN- HOME DEPOT	TOILET SEAT	3/17/17	1015	10.73
SUSANB-A ONE JANITOR	WATER PLANT-SUPPLIES	3/17/17	1015	131.26
SUSANB-HOME DEPOT	CH-RESTROOM REPAIRS	3/17/17	1015	145.79
SUSANB-HOME DEPOT	COMDEV- TOILET SEAT	3/17/17	1015	9.97
THOMSEN UPS 030617	ST.75-DISHWASHER	3/17/17	1015	477.28
TRANS # 20451056688	POSTAGE	3/17/17	1022	20.00
TRANS # 9089958	BALANCE DUE MARTINEZ T	3/17/17	1023	180.00
WHITTEN BJ'S MORGAN	FUEL CHAPMAN MARTINEZ	3/17/17	1023	49.38
WHITTEN MARIOTT DC	CAWTHORN RE ALCOA	3/17/17	1014	33.45
WHITTEN MARIOTT DC	MCGUFFEY2 2/28-3/11EGA	3/17/17	1014	491.87
WHITTEN MOM & POP	OSBORNE 2/28-3/1 LEG N	3/17/17	1014	499.17
X02172017 COMDEV	MARY & STEVE WALKER LE	3/17/17	1014	44.00
X04002135851 HOOD	INTERNET FOR IPADS	3/17/17	1021	108.84
033790-DEANE	ICC EXAM FEE BLDG OFF	3/17/17	1021	260.00
069708-DEANE	PADLOCK STORAGE	3/17/17	1020	10.97
100374265 HOOD	(2) IPAD CHARGER ST 75	3/17/17	1020	82.46
7758470991	ICC BOOKS	3/17/17	1021	223.45
8310006580444	JAMES BACK LINE	3/17/17	1020	11.11
	JAIL FIBER 50X50	3/17/17	1020	1,137.00

Card Total

18,531.99 ✓
18,531.99

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88211	ADVANCED DATA SYSTEMS INC	MONTHLY SUPPORT AGREEMENT		3/17/17	79921	9,780.00	9,780.00
88212	AIRGAS NCN INC	EMS SUPPLIES		3/17/17	80023	94.52	
88213	ALLISON, MACKENZIE, LTD	EMS SUPPLIES		3/17/17	80023	24.92	119.44
88214	ALSCO INC	QUESTIONS/CONTRACT NEGOTIATIONS		3/17/17	79956	700.00	
				3/17/17	79956	350.00	1,050.00
88215	AT&T TELECONFERENCE SERVI	ST 71 LAUNDRY		3/17/17	80024	10.60	
88216	B & T SALES & SERVICE INC	ST 72 LAUNDRY		3/17/17	80024	8.77	
88217	BACUS, WENDY	ST 75 LAUNDRY		3/17/17	80024	16.52	
88218	BADEN, JASON	ST 74 LAUNDRY		3/17/17	80024	10.52	
88219	BICKMORE	SHOP		3/17/17	79904	80.94	
88220	BURRELL, SCOTT LEWIS	SHOP		3/17/17	79904	80.14	207.49
88221	BYRON, JON	TELECONFERENCE SERVICE		3/17/17	79988	64.79	64.79
88222	CANYON GENERAL IMPROVEMEN	TRI FUELING REPAIR 1/3		3/17/17	79905	1,025.35	1,025.35
88223	CAPITAL CITY AUTO PARTS	MILEAGE TRAVEL EXPENSE		3/17/17	79935	17.84	17.84
		TAX OVERPAYMENT-BADEN		3/17/17	79929	90.00	90.00
		ACTUARIAL VALUATION		3/17/17	80040	725.00	725.00
		FEB 23-WAR 8, 2017		3/17/17	79964	97.50	97.50
		TAX OVERPAYMENT-BYRON		3/17/17	79931	171.50	171.50
		LOCKWOOD WATER/SEWER		3/17/17	79998	46.50	46.50
		PW63957- ALTERNATOR		3/17/17	79906	84.78-	
		GROMMET		3/17/17	79906	45.36-	
		PW63742 TRANSPERCASE HOUS		3/17/17	79906	277.77	
		PW63742 GASKET		3/17/17	79906	10.18	
		SC54234-DOOR HANDLE		3/17/17	79906	16.11	
		STOCK FILTER		3/17/17	79906	9.18	
		PW63742		3/17/17	79906	281.96-	
		PW56405- COUPLER, ADAPTER		3/17/17	79906	41.94	
		SO62214- SENSOR VALVE		3/17/17	79906	11.67	
		STOCK FILTER		3/17/17	79906	8.19	
		SHOP GREASE, CLEANER		3/17/17	79906	14.98	
		FR56340- FUEL FILTER		3/17/17	79906	41.79	
		FR WT-72- EXHAUST ELBOW		3/17/17	79906	100.38	
		WARRANTY		3/17/17	79906	42.38-	
		GRADER-PAINT		3/17/17	79906	27.36	
		COMDEV-SWITCHES		3/17/17	79906	19.44	
		STOCK-FILTER		3/17/17	79906	16.76	
		SHOP TRK-BLK CT		3/17/17	79906	39.96	181.23
88224	CELICO PARTNERSHIP	IPAD DATA		3/17/17	79986	80.02	80.02
88225	CENTRAL SANITARY SUPPLY	TP FOR JAIL		3/17/17	79995	123.69	123.69
88226	CITY OF CARSON CITY	RECEPTION/SC PORTION		3/17/17	79974	502.75	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88227	CITY OF CARSON TREASURER	STOREY CO DRUG COURT FEES		3/17/17	79925	30.00	30.00
88228	CITY OF CARSON TREASURER	JUVENILE DETENTION		3/17/17	79943	355.00	355.00
88229	COLLECTION SERVICE OF NEV	GARNISHMENT DISBURSED		3/17/17	79989	302.36	302.36
88230	COMPLETE DOCUM MNGMNT SOL	SCANNING AND MICROFILM		3/17/17	79984	15,988.20	15,988.20
88231	COMSTOCK CHRONICLE (VC)	BOARD OF EQUALIZATION		3/17/17	79936	68.25	68.25
88232	COMSTOCK MINING INC	TAX OVERPAYMENT-COMSTOCK		3/17/17	79980	100.00	100.00
88233	CONTENDER U.S.	TAX OVERPAYMENT/BIERMAN		3/17/17	79947	455.85	455.85
88234	CONWAY COMMUNICATIONS	10 CAT6 RUNS RADIOS COURT		3/17/17	80003	1,305.00	1,305.00
88235	CORELOGIC INC	TAX OVERPAYMENT-SARGENT		3/17/17	79928	212.00	212.00
88236	CREATIVE CONSULTING SOLUT	GEMT CONSULTING		3/17/17	80025	800.00	800.00
88237	DAIHDS USA INC	ST 72 WATER		3/17/17	80026	73.95	
		ST 71 WATER		3/17/17	80026	30.95	
		ST 74 WATER		3/17/17	80026	36.95	
		ST 75 WATER		3/17/17	80026	30.95	
		CH -COOLER RENTAL		3/17/17	79907	51.90	
		MONTHLY WATER COOLER/HEAT		3/17/17	80009	25.95	
		WATER FILTER BIZ OFF/JAIL		3/17/17	79997	82.85	
88238	DISH DBS CORPORATION	800 PERI RANCH LOCKWOOD		3/17/17	80015	89.03	89.03
88239	KRAVITX, SCHNITZER & JOHN	GARNISHMENT DISBURSED		3/17/17	79991	147.27	147.27
88240	ELLIOTT AUTO SUPPLY INC	PM25254- HALOGEN		3/17/17	79908	21.46	
		SCSC VAN- BRK MSTER CYL		3/17/17	79908	92.35	
		SO62214- BRAKES		3/17/17	79908	320.06	
		SCSC VAN- BRAKES		3/17/17	79908	333.72	
		SO62214- CAPPED NUT		3/17/17	79908	19.10	
		SHOP-FLUIDS		3/17/17	79908	363.80	
		FR56340 FILTER, OIL, ELEM		3/17/17	79908	145.29	
		PM57792 DEL31		3/17/17	79908	378.66	
		SCSC- AXLE GASKET		3/17/17	79908	5.24	
88241	EVERBANK COMMERCIAL FIN	COPIER LEASE		3/17/17	80027	809.78	1,679.68
88242	FASTENAL COMPANY	JAIL CLEANER		3/17/17	79993	84.97	809.78
88243	FERRELIGAS LP	REF # 1093545943PY		3/17/17	79992	197.30	
		LWSC PROPANE		3/17/17	79909	612.86	
		CH		3/17/17	79909	866.25	
		ST 72 RESIDENCE PROPANE		3/17/17	80028	181.34	
		ST 74 PROPANE		3/17/17	80028	496.37	
		ST 71 PROPANE		3/17/17	80028	290.95	
		JAIL PROPANE		3/17/17	79992	988.20	
		WATER PLANT		3/17/17	79909	1,997.95	
		100 TOLL RD 1/4		3/17/17	79909	1,040.85	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88244	GLADDING, EDWARD A.	CH		3/17/17	79909	893.27	
88245	GLENN, PHILLIP	ST 72 RESIDENCE PROPANE		3/17/17	80028	129.76	7,300.50
88246	GOLDEN GATE/SET PETROLEUM	16137CR BLACK		3/17/17	80005	7,632.00	7,632.00
		REIMBURSEMENT		3/17/17	80029	50.00	50.00
88247	GRANSBERY, TOM	TRI-UNL 160		3/17/17	79910	331.36	
		LM- UNL 140		3/17/17	79910	289.94	621.30
88248	GTP INVESTMENTS LLC	10.5 X45		3/17/17	80041	472.50	
		3 X45		3/17/17	80041	135.00	607.50
88249	GUERRA, JOLENE	POND PEAK QUAD COUNTY		3/17/17	80004	584.93	
88250	HANSEN OVERHEAD GARAGE DO	POND PEAK		3/17/17	79987	355.83	
88251	HARBIN, KURT B	POND PEAK		3/17/17	79987	40.00	980.76
88252	HAT, LTD	DEPOSIT REFUND		3/17/17	79911	12.27	12.27
		ST 74 REPAIRS		3/17/17	80030	1,044.00	1,044.00
88253	HD SUPPLY CONST SUPPLY LT	TAX OVERPAYMENT-HARBIN		3/17/17	79932	145.35	145.35
88254	HESS ENTERPRISE	ROADS		3/17/17	79912	1,357.44	
88255	HOSE & FITTINGS ETC	ROADS		3/17/17	79912	1,018.08	2,375.52
88256	HOT SPOT BROADBAND INC	NVFLOOD17/SANDBAGS		3/17/17	80039	6,994.08	6,994.08
		SNOW RMVL DELTA PARK LOT		3/17/17	79965	100.00	100.00
88257	INTERCEPT INC	FIRE		3/17/17	79913	108.48	108.48
		SMAC TO JAIL ROOF		3/17/17	80007	5,934.00	
		SMAC TO STATION 71		3/17/17	80007	5,934.00	17,802.00
		SMAC TO SO BUS OFF LINK		3/17/17	80017	7.00	
88258	IRON MOUNTAIN INFO MGT IN			3/17/17	80017	168.00	175.00
88259	ITI SOURCE LLC	NT147/ STOREY FLW STG3/17		3/17/17	80043	291.67	
		SHRED BIN CONSOLE 1/2		3/17/17	79961	263.52	555.19
		OFFICE KATHY PLANNING		3/17/17	80006	376.37	
		PATCH PANEL CH TWR MITGTN		3/17/17	80006	122.40	
		JESSIE LAPTOP		3/17/17	80006	1,347.97	
		JESSIE LAPTOP		3/17/17	80006	242.90	
		SWITCH SMAC TOWER MITIGAT		3/17/17	80006	1,730.22	
		FIBER PATCH TO PATS VAULT		3/17/17	80006	280.57	
		SWITCH JAIL TWR MITIGATE		3/17/17	80006	3,159.83	
		USB TEMP SENSOR FOR JAIL		3/17/17	80006	123.88	7,384.14
88260	JEFFERSON AUDIO VIDEO SYS	MAINTANCE AGREEMENT		3/17/17	79937	3,955.92	3,955.92
88261	KEKULE, LAURA L	2017 BOE		3/17/17	79939	125.00	
88262	KIMBALL MIDWEST	MISC HRDWR		3/17/17	79957	218.27	125.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88263	LANGUAGE LINE SERVICES IN	ACOSTA		3/17/17	80018	21.53	21.53
88264	LEWIS, WILLIAM	2017 BOE		3/17/17	79938	125.00	125.00
88265	LIFE-ASSIST INC	EMS SUPPLIES		3/17/17	80031	1,106.76	1,464.71
		EMS SUPPLIES		3/17/17	80031	181.57	
		EMS SUPPLIES		3/17/17	80031	176.38	
88266	LINDESEY, DAVID	TAX OVERPAYMENT-LINDESEY		3/17/17	79945	11.13	11.13
88267	MACKAY MANSION MUSEUM	FEB 23-MAR 8, 2017		3/17/17	79966	30.00	30.00
88268	MADISON, SCOTT & LISA	MONTHLY FIBER		3/17/17	80001	2,334.50	2,334.50
88269	METRO OFFICE SOLUTIONS IN	OFFICE SUPPLIES		3/17/17	80032	151.19	
		COVERS, TAB DIVIDERS		3/17/17	79923	94.16	
		FRAME FOR NOTARY CERT		3/17/17	79923	10.68	
		PENS FOR INSPECTION RPTS		3/17/17	80010	21.84	277.87
88270	MILLER, JAMES	TAX OVERPAYMENT		3/17/17	79930	906.00	906.00
88271	MODEL DAIRY LLC	INNATE MILK		3/17/17	79994	37.18	
		INNATE MILK		3/17/17	79994	37.18	74.36
88272	MONARCH DIRECT LLC	NB		3/17/17	79916	26.00	26.00
88273	MORGAN TIRE OF SACRAMENTO	B-172 TIRES		3/17/17	79914	2,515.14	2,515.14
88274	MORRIS, ROBERT T	BILL FOR JAN/FEB 2017		3/17/17	80008	1,400.00	1,400.00
88275	MOUND HOUSE TRUE VALUE	OPERATING SUPPLIES		3/17/17	80033	65.72	
		OPERATING SUPPLIES		3/17/17	80033	377.37	
		FR- BOLT		3/17/17	79933	2.00	
		B&G SUPPLIES		3/17/17	79933	32.76	477.85
88276	NEV COMPTROLLER	EE		3/17/17	80022	25.00	
				3/17/17	80022	125.00	
				3/17/17	80022	321.00	
				3/17/17	80022	644.50	
				3/17/17	80022	4,061.00	5,176.50
88277	NEV DEPT OF PUBLIC SAFETY	PSI 3RD QUARTER FY17		3/17/17	79934	956.61	956.61
88278	NEV DEPT PUBLIC SAFETY	FINGERPRINT & BACKGROUND		3/17/17	79999	362.50	362.50
88279	NEV DEPT TAXATION	VCTC		3/17/17	79967	10.98	10.98
88280	NEV DIV OF FORESTRY	INTERLOCAL AGREEMENT		3/17/17	80034	37,500.00	37,500.00
88281	NEV EMPLOYMENT SECURITY			3/17/17	79951	8.74-	
88282	NEV LEGISLATIVE COUNSEL	12/10, 12/17, 12/24/16		3/17/17	79951	24.42	15.68
88283	NEV TREASURER			3/17/17	80014	204.45	204.45
				3/17/17	80020	5.00	

\$

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88284	NEVADA LEGAL SERVICE INC	FEES COLLECTED		3/17/17	79926	75.00	75.00
88285	NEVADA OCCUPATIONAL HLTH	DOT PHYSICAL		3/17/17	79955	95.00	95.00
88286	NEVADA ORGANIZATION OF BU	MEMBERSHIP DUES		3/17/17	80011	150.00	150.00
88287	NEXTEL OF CALIFORNIA INC	COMM DEVELOPMENT SERVICE DEPT PLANNING COMMISSION		3/17/17	79983	179.97 267.88 128.44 1,083.72	1,660.01
88288	NORTON CONSULTING LLC	LM-ROAD CLOSED BARRICADES		3/17/17	79944	122.50	122.50
88289	OFFICE DEPOT INC	EXPANDING FILE FOLDERS BATTERIES, TONER, FOLDERS		3/17/17	80044 80021	22.45 152.46	174.91
88290	OFFSITE DATA DEPOT, LLC	CLERK OFFICE & DELIVERY		3/17/17	79953	119.95 134.50	254.45
88291	ON THE SIDE GRAPHICS & SI	MAPS ST. PAT SNIPE MAPS		3/17/17	79915	50.00 100.00 156.00	306.00
88292	OUTFRONT MEDIA LLC	03/06/17- 04/02/17		3/17/17	79969	621.18	621.18
88293	P & F CONSULTING LLC	PIPERS ROOF STABILIZATION		3/17/17	79962	3,600.00	3,600.00
88294	PDM STEEL SERVICE CENTER	GRADER- 3/4X2 FLAT		3/17/17	79918	82.19	82.19
88295	PESTO INC	1/4 PG RNO THO VAC PLANR		3/17/17	79970	900.00	900.00
88296	PETRINI, ANGELO D	FEB 23-MAR 8, 2017		3/17/17	79971	34.00	58.00
88297	POWERPLAN	GRADER- COVERS		3/17/17	79917	513.18	513.18
88298	PROTECTION DEVICES INC	03/27/17 - 06/26/17 COURT HOUSE MONITORING		3/17/17	79972	75.00	150.00
88299	PUBLIC EMPLY RETIREMENT	COLE, D AFRICA, T BACUS, M		3/17/17	79927	549.35 365.40 1,674.23	2,588.98
88300	RAD STRATEGIES INC	GIN PUB REL/MEDIA MKTG DATABASE RELATIONS/MKTG SERVICES CONSULTATION		3/17/17	79954	500.00 375.00 2,000.00 2,000.00	4,875.00
88301	RANSON, DAVID	JAIL LIGHT COVERS		3/17/17	80000	28.54	28.54
88302	REMSA EDUCATION DEPT	TRAINING		3/17/17	80035	20.00	45.00
88303	RENO DRAIN OIL SERVICE	TRAINING		3/17/17	80035	25.00	45.00
88304	RENO GREEN LANDSCAPING IN	USED OIL & ANTIFREEZE		3/17/17	79920	152.50	152.50

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88305	RENO PAINT MART	1705 PERU MAINT		3/17/17	79940	373.00	373.00
88306	RONZA, PETER	CH-PAINT		3/17/17	79922	19.44	19.44
88307	RUPCO INC	STUDY-PUB SAFETY PW & CD DIR, CNTY MGR		3/17/17	79952	2,750.00	3,750.00
		EMS SUPPLIES		3/17/17	79952	1,000.00	
88308	SBC GLOBAL SERVICES IN LD	WELD SUPPLIES		3/17/17	80036	233.10	
		COMMU DEVELO		3/17/17	79960	170.28	403.38
		FIRE/TRI		3/17/17	80042	3.37	
		CLERK		3/17/17	80042	.61	
		RECORDER		3/17/17	80042	7.26	
		FIRE (VC)		3/17/17	80042	3.89	
		PUBLIC WORKS		3/17/17	80042	8.53	
		SHERIFF		3/17/17	80042	2.48	
		JP		3/17/17	80042	.05	
		SHERIFF		3/17/17	80042	2.49	
		COMPTROLLER/ADMIN		3/17/17	80042	.08	
		FIRE/LOCKWOOD		3/17/17	80042	1.41	
		FIRE (VC)		3/17/17	80042	.41	
		COMMUNITY DEVELOPMENT		3/17/17	80042	2.65	
		ASSESSOR		3/17/17	80042	4.32	
		CENTRAL DISPATCH		3/17/17	80042	6.37	
		DA		3/17/17	80042	9.30	
		COMMISSIONER		3/17/17	80042	.27	
		FIRE (VC)		3/17/17	80042	5.79	
		IT		3/17/17	80042	8.39	
		PLANNING		3/17/17	80042	2.24	
		VCTC		3/17/17	80042	3.36	
88309	SBC GLOBAL SERVICES INC	847-7500 VCTC		3/17/17	80012	390.42	97.94
		252-6412-COMMUNICATIONS		3/17/17	80012	3,617.34	
88310	SIERRA CHEMICAL COMPANY	847-0962 JOB		3/17/17	80012	65.43	4,073.19
		2 DEP RPND		3/17/17	79942	80.00-	
		PRCH12 4		3/17/17	79942	719.85	
		PRCH12 2		3/17/17	79942	376.17	1,016.02
88311	SIERRA ENVIRONMENTAL	BOD-5/PH/TTL SUSP SOLIDS		3/17/17	79981	108.20	108.20
88312	SIERRA FIRE PROTECTION LL	FIRE EXTINGUISHER MAINT		3/17/17	79973	106.00	106.00
88313	SIERRA PEST CONTROL INC	PEST CONTROL BUSINESS OFF		3/17/17	79996	150.00	
		PEST CONTROL LOCKWOOD		3/17/17	79996	50.00	200.00
88314	SLICK INDUSTRIES LLC DBA	BUSINESS CARDS		3/17/17	79976	38.00	38.00
88315	SPB UTILITY SERVICES INC	FEHV OPERATOR SUPPORT		3/17/17	79946	526.07	526.07
88316	ST CO SCHOOL DISTRICT	PROPERTY TAX RECEIVED		3/17/17	79919	542,166.14	542,166.14
88317	ST CO SHERIFF			3/17/17	80016	92.71	92.71
88318	ST CO WATER SYSTEM			3/17/17	79948	128.59	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88319	SUN PEAK ENTERPRISES	372 C ST		3/17/17	79975	152.75	
				3/17/17	79948	170.80	
				3/17/17	79948	182.95	
				3/17/17	79948	128.59	
				3/17/17	79948	128.59	
				3/17/17	79948	142.86	
				3/17/17	79948	128.59	
				3/17/17	79948	78.20	
				3/17/17	79948	78.20	
				3/17/17	79948	128.59	
				3/17/17	79948	34.96	
				3/17/17	79948	441.22	
				3/17/17	79948	117.52	
				3/17/17	79948	267.51	
				3/17/17	79948	128.59	
				3/17/17	79948	66.82	
				3/17/17	79948	34.96	
				3/17/17	79975	78.20	2,618.49
88320	SUNRIDGE SYSTEMS INC	FEB 23-MAR 8, 2017		3/17/17	79977	162.00	
88321	TEST NOTICE LLC	SOFTWARE FOR CAD		3/17/17	79977	16.00	
				3/17/17	79977	540.00	718.00
88322	THOMAS PETROLEUM LLC	SHOP- OIL		3/17/17	80019	15.00	
		PW REG 222/ DSL 329		3/17/17	79949	2,375.74	
		PW-REG 549 / DSL 420		3/17/17	79949	1,164.48	
		VCH-DSL 100		3/17/17	79949	2,033.59	
				3/17/17	79949	183.18	5,756.99
88323	TRI GENERAL IMPROVEMENT	1705 PERU -W/S		3/17/17	79950	196.67	
		1705 PERU -IRR		3/17/17	79950	90.10	286.77
88324	UNIFORMITY OF NEVADA LLC	GIURLANT HONOR GUARD UNI		3/17/17	80037	644.20	
88325	UNITED FINANCE INDUSTRIAL	GARNISHMENT DISBURSED		3/17/17	79990	237.29	644.20
88326	VCTC	DIMARZO 2/27/17		3/17/17	79978	50.00	
		CEM GIN TASTING EVENT		3/17/17	79978	4.00	
		CEM GIN TASTING EVENT		3/17/17	79978	4.00	
		CEM GIN TASTING EVENT		3/17/17	79978	67.91	
		COMPUTER TABLE VISTR CNTR		3/17/17	79978	100.00	
		CEM GIN TASTING EVENT		3/17/17	79978	17.16	
				3/17/17	79978	40.00	
				3/17/17	79978	9.31	292.38
88327	VIRGINIA CITY TOURS INC	FEB 23-MAR 8, 2017		3/17/17	79979	132.00	
				3/17/17	79979	10.00	
				3/17/17	79979	220.00	362.00
88328	WALKER & ASSOCIATES	LUNCH CARSON NUGGET		3/17/17	79982	165.00	
		LOBBYIST SERVICES		3/17/17	79982	2,167.00	2,332.00
88329	WASHOE COUNTY, NEVADA	DNA TESTING NRS 176.0915		3/17/17	79924	275.50	

Report No: PB1315
Run Date : 03/15/17

STOREY COUNTY
CHECK REGISTER 3/17/17

Page 8

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88330	WATERS SEPTIC TANK SV DBA	GOLD HILL SEPTIC		3/17/17	79958	2,525.00	2,525.00
88331	WHITE HART LAW	16 TRT 00001 1E		3/17/17	79941	100.00	100.00
88332	WILLIAMS, CAROL	REFUND OVERPAYMENT		3/17/17	80038	1,644.48	1,644.48
88333	3D CONCRETE INC	6MILE RECOVERY-BASE		3/17/17	79959	684.39	684.39
CHECKS TOTAL							738,437.10

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL

738,437.10

CHECK DATE 3/17/17

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Report No: PB1390
Run Date : 03/22/17

STOREY COUNTY
TYPED CHECKS REGISTER

Page 1

CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME
88334 2017 7609 BICKMORE

AMOUNT CHECK CHECK INVOICE#
7,600.00 TOTAL DATE DATE
7,600.00 3/22/17 BRS 0014550

DESCRIPTION
ACTUARIAL VALUATION

TYPED CHECKS TOTAL 7,600.00

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

STORY COUNTY
TYPED CHECKS REGISTER

CHECK FISCAL NUMBER	YEAR	RECORD#	VENDOR NAME	AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
88335	2017	7613	RADCLIFFE PAINTING	750.00	1,500.00	3/23/17	28 / PAINT DA & SO	50 % OF TOTAL
88337	2017	7614	TESLA	514,601.93	514,601.93	3/23/17	CLAIM #5	APR, MAY, JUN 2016 REINBU

TYPED CHECKS REGISTER OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 4, 2017 **Estimate of time required:** 0.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For possible action, approval of contract renewal between The Aging and Disability Services (ADSD) and Storey County. A renewal is required for provision of services for children with intellectual disabilities within Storey County.

2. **Recommended motion:** Approve as part of consent agenda.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:**

5. **Supporting materials:** Attached

6. **Fiscal impact:** N/A

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:** N/A

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Clerk & Treasurer

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

5-II

Vanessa Stephens

From: Jamie R Pruneau <jpruneau@adsd.nv.gov>
Sent: Thursday, March 16, 2017 1:43 PM
To: Vanessa Stephens
Cc: Pat Whitten; Rob Forderhase; Freida Dizon; Robin Williams
Subject: Storey County contract with ADSD
Attachments: Storey County contract with ADSD.pdf

Importance: High

Hello,

The Aging and Disability Services Division (ADSD) requires a renewal of the enclosed Intrastate Interlocal contract for provision of services for children with intellectual disabilities in your county. Here is the new revenue contract with Storey County that will begin 07/01/2017.

1. Page 4 requires a signature, date, and title on the standard state intrastate interlocal form.
2. Page 8 requires a signature, date and title/county on Attachment B.
3. Page 14 requires a signature acknowledging and agreeing to the Business Associate Addendum.

There are a few changes this year from previous contract-The contracts will now continue year to year with an automatic renewal unless terminated by either party. Attachment A-Scope of Work B-6 no longer has any change to the 300% Federal Poverty Guidelines and Attachment B no longer has the options available and does have the most current rates. Please sign in blue ink where indicated and email a color scan to me no later than April 15, 2017. As always, please do not hesitate to contact me if any questions or concerns.

Thank you,



Jamie Pruneau

Management Analyst 2-Certified Contract Manager
Nevada Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Bldg. D #132 | Carson City, NV 89706
T: (775) 687-0532 | F: (775) 687-0573 | E: jpruneau@adsd.nv.gov
www.dhhs.nv.gov | www.adsd.nv.gov

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting www.nevada211.org

NOTICE: This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D-132
Carson City, NV 89706
Contract Manager
(775) 687-0532

and

Storey County
PO Box 176
Virginia City, NV 89440
(775) 847-0968

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 and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective 07/01/2017 and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. 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 State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. 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. INCORPORATED DOCUMENTS. 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: SERVICE BILLING RATES

ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT

7. CONSIDERATION. ADSD agrees to provide the services set forth in paragraph (6) as outlined in Attachment B. Any intervening end to an annual or 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. ASSENT. 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. Books and Records. 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. 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 other party, 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. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of 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.

11. LIMITED LIABILITY. 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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. INDEMNIFICATION. 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. WAIVER OF BREACH. 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. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. 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 or this Contract, 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. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. PROPER AUTHORITY. 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).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. 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 State of Nevada Office of the Attorney General.

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

COUNTY OF STOREY

Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION**

Edward Ableser, Ph. D. Date Administrator, Aging and Disability Services
Title

Richard Whitley Date Director, Department of Health and Human Services
Title

Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
(Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision.

This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

Definitions:

Developmental disability is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

Intellectual disability is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

In Home Supported Living Environment – children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

Person Centered Planning – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

Related condition – a developmental disability (e.g. cerebral palsy, epilepsy, autistic disorder), occurring prior to the age of 22. This condition must have a high association with intellectual disability, in that the impairment is similar to a person with an intellectual disability; the person requires similar services or treatment; the condition results in substantial functional limitation in at least three areas of major life activities that include self care, understanding and use of language, learning, mobility, self direction and capacity for independent living.

Service coordination – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

Support services – those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

Supported Living Arrangement – supports provided to children living in homes usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

Qualified providers – providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/or a related condition to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
 - d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the funding agent to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform case management services and authorize appropriate services available to the child as specified by the County for each qualified child.

- 11) To reimburse qualified providers for services provided to qualified children as authorized by the County.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit monthly claims and supporting documents to the County for services provided as authorized by the County per Attachment B not covered by Medicaid, and for the non-federal share of Medicaid paid claims. Supporting documents are defined as the fiscal Excel workbook attached to each invoice that delineates services provided.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.
- 4) To fund the county selected services specifically identified in Attachment B at the identified level and that funds transferred to ADSD are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services authorized in this Agreement by the funding agent.
- 8) To develop, along with ADSD, criteria to be used to determine eligibility for each specific service.
- 9) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 10) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 11) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying developmental disabilities and all non-federal share costs will be paid by the County.

ATTACHMENT B
SERVICE BILLING RATES

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT

Signature

Date

Title/County

ADSD will bill CMS for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. Rates are subject to regular change and services will be billed at the rate current on the date of service. Current rates are as follows:

Targeted Case Management is \$56.00 (billed in 15 minute increments at \$14.00 each) and is a required service for all eligible persons.

Clinical Services hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). Clinical Services include individual and group therapy (counseling), behavioral therapy, and assessments.

In Home Habilitation is a legislated hourly rate of \$19.52.

Purchase of Service is a onetime allotment of \$250.00 per child per year for emergency services.

Supported Living Arrangements is a legislated hourly rate of \$19.52.

Respite is \$125.00 per month per child.

Jobs and Day Training has a legislated variable rate schedule between \$25.87 and \$155.22 per day.

Behavioral Consultation is currently an hourly rate of 84.92.

ATTACHMENT C
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM BETWEEN

The Aging and Disability Services Division
Herein after referred to as the "Covered Entity"

and

Storey County
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, 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.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) 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.

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.
2. **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.
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 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 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

1. **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
 - b. 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.

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

Aging and Disability Services Division

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532

(Authorized Signature)

EDWARD ABLESER, Ph.D.

Administrator, Aging and Disability Services Division

(Date)

BUSINESS ASSOCIATE

Storey County

(Business Name)

(Business Address) (City,

State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: April 4, 2017

Estimate of Time Required: 0 -5

Agenda: Consent ☒

Regular agenda ☐

Public hearing required ☐

1. **Title:** For possible action, approval of Special Meeting of the Board of County Commissioners on April 12, 2017 for the purpose of canvassing the April 11, 2017 Special Recall Election results.
2. **Recommended motion:** Approve special meeting in conjunction with approval of the consent agenda.
3. **Prepared by:** Vanessa

Department: Clerk **Telephone:** 847-10969
4. **Staff Summary:** NRS requires that the Board of County Commissioners canvass the election results within 6 working days of the election.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** Yes
8. **Reviewed by:**

_____ Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4-4-17

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings

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

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None
____ District Attorney

8. **Reviewed by:**
X Department Head
____ County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

5-III

Storey County Community Development

Business Licensing



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

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

March 27, 2017
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **April 4, 2017**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. SOUL HOSPITALITY, LLC (THE) dba The Soul from Seoul – General / 2325 Kietzke ~ Reno (food)
- B. BAXTER & SON MECHANICAL CO., INC. – Contractor / 35 Stokes Dr ~ Moundhouse (contractor)
- C. DOS CO., LTD – Contractor / 1-15-27 Nishi-ku, Osaka City JAPAN (contractor)
- D. SQUAW VALLEY SKI CORP – General / 1901 Chamonix Place ~ Olympic Valley, CA (promos)
- E. REP PLUMBING, LLC – Contractor / 2528 Business Pkwy ~ Minden (contractor)
- F. MINO AUTOMATION USA, INC. – Professional / 1670 Harmon Rd ~ Auburn Hills, MI (consulting)
- G. PHOENIX INSTALLATION & MGMT CO, INC. – Contractor / 347 Have a Hill Rd ~ Shelbyville, KY (equipment installation)
- H. NIKON METROLOGY, INC. – Professional / 12701 Grand River Rd ~ Brighton, MI (consulting)
- I. CARDINAL CONTRACTING, LLC – Contractor / 2300 S Tibbs Ave ~ Indianapolis, IN (contractor)
- J. EAST FORK ROOFING, LLC – Contractor / 260 Freeport Blvd ~ Sparks (contractor)
- K. VARIATION REDUCTION SOLUTIONS – Professional / 14901 Galleon Ct ~ Plymouth, MI (engineer)
- L. JSJ VENTURES, INC. – Contractor / 1111 S Roop ~ Carson City (septic system cleaning)
- M. MERCIER ELECT & MECHANICAL, INC. – Contractor / 115 Mayhew St ~ W Point, MS (contractor)
- N. CSC SERVICEWORKS, INC. – General / 303 Sunnyside Blvd ~ Plainview, NY (coin oper. machinery)
- O. TEAMTECHNIK MASCHINEN UND ANLAGEN GMBH, LLC – Professional / Planckstr 40, 71691 Freirergamnecker GERMANY (consulting)
- P. ODAWARA AUTOMATION, INC. – Contractor / 4805 S County Rd ~ Tipp City, OH (machinery)
- Q. RSI INSTALLATIONS, INC. – General / 13524 Vintage Place ~ Chino, CA (staffing)
- R. DERIK JONATHAN MURILLO-VAZQUEZ – Contractor / 1850 Selmi Dr ~ Reno (contractor)
- S. FULL OF HEART SPIRITUAL HEALING – General / 164A South C St (life coach) VC
- T. SILVER SPOON EATERY, LLC dba Silver Spoon Eatery – General / 171 South C St (restaurant) VC
- U. PACIFIC INTEGRATED HANDLING, INC. – Contractor / 10215 Portland Ave ~ Tacoma, WA (contractor)
- V. IMES GROUP, LLC – Professional / 6601 Vaught Ranch Rd ~ Austin, TX (engineer)
- W. PENTA BUILDING GROUP, LLC (THE) – Contractor / 181 East Warm Springs ~ Las Vegas (contractor)
- X. KING BEE CONSTRUCTION, INC. – Contractor / 804 Mill Street ~ Reno (contractor)
- Y. TEAMTECHNIK PRODUCTION TECHNOLOGY, LLC – Contractor / Ul. ZA GORA 23, PL 32-040 POLAND (contractor)

Inspection Required

cc: Community Development
Assessor's Office
Tourism Office

Planning Department
Fire Department
Comptroller's Office

Sheriff's Office
Commissioners' Office
Dispatch



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Consideration and Possible action to authorize Public Works Department to commence proceedings to remove obstructions on Sutro Springs Road located on property bearing APN 004-291-28 and having a street address of 269 Edith Lane in the Mark Twain area of Storey County
2. **Recommended motion:** I move to authorize the Public Works Department at the request of the District Attorney's Office to commence proceedings to remove obstructions from the Sutro Springs Road located at or near 269 Edith Lane.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** See Attachment A

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head
_____ County Manager

Department Name:

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 9

ATTACHMENT A

Sutro Springs Road is a road in the Mark Twain area of Storey County. It appears to have been in existence since at least 1869, if not earlier. It is depicted as a roadway on numerous maps created since 1896. This includes a 1994 USGS topographic map for Flowery Peak and a 2003 Record of Survey prepared by Jack Randell of R.P. Surveying and Engineering. The road is depicted as an access road to parcels of land owned by Thomas and Marna Zachry and by John and Tony Harper. The Harpers recorded their identification of the road as access to their parcel in 2002, while the Zachrys recorded a similar map in 2017. The road has apparently been used by many people in the Mark Twain area for access to public lands and recreational activities.

The only map on which the road does not appear is an approved final Map of Division into Large Parcels recorded in 1996 on behalf of Gold Star Realty and Ted and Marian Osgood.. This map divided the area on which the road crossed into 8, 40 acre parcels. It should be noted that the tentative map for the division of large parcels did show the roadway. It was removed from the final map except for a very small section on the northeast corner of the map. In approving the Large Parcel Map, the County placed conditions which included

4) Cul de sacs extensions shall be paved from Territory Road to the cul de sacs at the end of Edith Lane and Sutro Springs Road and must meet the approval of Public Works Director Rich Bacus.

5) Shall provide at least one public thorough fare easement a minimum of 50 feet at the center property line of Lots 4 and 5.

9) That signs be posted at all cul de sacs that they are not a through street and are for residents only; these signs must be paid for and installed by the developer.

In October of 2016 Lori Thomas purchased one of the forty acre parcels which Sutro Springs Road crossed. Her husband immediately began advising people that crossing the land by the use of Sutro Springs Road constituted a trespass on Ms. Thomas' property. He also placed obstructions on the roadway to prevent the use of the road. Neighbors have objected to the placement of the obstacles. Deputies have been called to the location on numerous complaints by Mr. Thomas of the presence of trespassers

This office has been of the opinion that despite the conditions listed above, that Sutro Springs Road is a public roadway. This is true because NRS 403.430, NRS 405.195 and 405.203 set out specific procedures for vacating or closing a public road, which were not followed in approving the map of Division of Large Parcels. Ms. Thomas has been advised that this office will not prosecute people traversing Sutro Springs Road as trespassers. This office has also requested removal of the obstructions. That request has been ignored.

NRS 405.230(3) provides:

3. The department of public works or any other appropriate county agency is authorized to remove from the highways any unlicensed obstacle or encroachment which is not removed, or the removal of which is not commenced and thereafter diligently prosecuted, before the expiration of 5 days after personal service of notice and demand upon the owner of the obstacle or encroachment or the owner's agent. In lieu of personal service upon that person or the person's agent, service of the notice may also be made by registered or certified mail and by posting, for a period of 5 days, a copy of the notice on the obstacle or encroachment described in the notice. Removal by the department or other agency of the obstacle or encroachment on the failure of the owner to comply with the notice and demand gives the department or other agency a right of action to recover the expense of the removal, investigative costs, attorney's fees, cost and expenses of suit, and in addition thereto the sum of \$250 for each day the obstacle or encroachment remains after the expiration of 5 days from the service of the notice and demand.

This statute authorizes the public works department to remove the obstacle and the cost of the person placing the obstacle. By this agenda item, it is requested that the Board of County Commissioners authorize the Public Works Department in conjunction with the DA's Office to remove the obstacles.



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Possible action to require first reading of an ordinance to repeal chapter 8.32 of Storey County Code addressing hazardous materials and toxic substances.

2. **Recommended motion:** I move to hear the first reading of Ordinance 17-____, and to require publishing and hearing of the ordinance as required by statute

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** See Attached Staff Memo

5. **Supporting materials:** Proposed Ordinance

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

 X District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name:

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 10

Staff Memo

Storey County Code Chapter 8.32 addresses the presence and use of hazardous and toxic materials in Storey County. The Chapter provides for the creation of a Hazardous Materials Board (Board) consisting of : (1) the chairman of the local emergency planning committee, (2) the Fire Chief of the Storey County Fire Department, (3) the Storey County Director of Public Works, (4) The Storey County Director of Building and Safety, (5) the Sheriff of Storey County, and (6) the Storey County Emergency Management Coordinator. The Board is supposed to enforce the provisions of Chapter 8.32 and promulgate regulations for the issuance of permits and conditions for the safe handling of hazardous materials within the County. SCC 8.32.05(E). It is also supposed to provide advice and counselling to the planning commission on matters addressing hazardous materials SCC 8.32.050(F).

The Chapter was added to County Code in 1989. Inquiry of Joe Curtiss as to the status of the Board resulted in the response that Joe Curtiss was unaware of the existence of the chapter or of the Board. Chief Hames believed that chapter been repealed as it was no longer necessary in light of state regulation of hazardous material users. He recommends repeal of the Chapter.

Accordingly, since it does not appear that the Board has had meetings, promulgated regulations, issued hazardous material permits or engaged in investigation or enforcement activities, the present ordinance is submitted for consideration.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: April 4, 2017

Estimate of Time Required: 0 -5

Agenda: Consent ☐

Regular agenda ☒

Public hearing required ☐

1. **Title:** Liquor Board Second Reading:
2. a. Bonanza Saloon –Liquor License. Operating at 27 N C Street, Virginia City, NV.
Tina Perkins, lessee.
3. **Recommended motion:** Approve liquor license second reading for the Bonanza Saloon operating by Tina Perkins, lessee at 27 N C St, Virginia City, NV.

4. **Prepared by:** Vanessa

Department: Clerk

Telephone: 847-0969

5. **Staff Summary:** Item has been reagendized from the March 7, 2017 Board of County Commissioners meeting in order to correct a procedural error.

6. **Supporting Materials:** None

7. **Fiscal Impact:** 0

8. **Legal review required:** Yes

9. **Reviewed by:**

_____ Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

10. **Board Action:**

☐ Approved

☐ Approved with Modification

☐ Denied

☐ Continued



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: April 4, 2017

Estimate of Time Required: 0 -5

Agenda: Consent ☐

Regular agenda ☒

Public hearing required ☐

1. **Title:** Sheriff's licensing board second readings:
2. a. Bonanza Saloon –General Business and Cabaret License. Operating at 27 N C Street, Virginia City, NV. Tina Perkins, lessee.
3. **Recommended motion:** Approve second reading for the Bonanza Saloon general and cabaret license operated by Tine Perkins, lessee at 27 N C St, Virginia City, NV.

4. **Prepared by:** Vanessa

Department: Clerk **Telephone:** 847-0969

5. **Staff Summary:** Item has been reagendized from the March 7, 2017 Board of County Commissioners meeting in order to correct a procedural error.

6. **Supporting Materials:** None

7. **Fiscal Impact:** 0

8. **Legal review required:** Yes

9. **Reviewed by:**

_____ Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

10. **Board Action:**

☐ Approved

☐ Approved with Modification

☐ Denied

☐ Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 4, 2017

Estimate of time required: 4-6 hours

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and possible approval of the 2017-2018 General Fund Tentative Budget for submission to the Department of Taxation

2. **Recommended motion:** I approve the filing of the 2017-2018 General Fund Tentative Budget to the Department of Taxation

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone:

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Package – Requested Revenue and Expense Reports

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

262 Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 15



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 4, 2017

Estimate of time required: 4-6 hours

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and possible approval of the 2017-2018 Water-Sewer Tentative Budget for submission to the Department of Taxation

2. **Recommended motion:** I approve the filing of the 2017-2018 Water-Sewer Tentative Budget to the Department of Taxation

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone:

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Package – Requested Revenue and Expense Reports

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

HG Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

B Department Head
County Manager

Department Name: Commissioner's Office

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 17



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 4, 2017

Estimate of time required: 4-6 hours

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and possible approval of the 2017-2018 474 Fire District Tentative Budget for submission to the Department of Taxation

2. **Recommended motion:** I approve the filing of the 2017-2018 474 Fire District Tentative Budget to the Department of Taxation

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone:

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Package – Requested Revenue and Expense Reports

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

RL Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

RL County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 21



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4-4-17

Estimate of time required: 0 - 5

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

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

 x Department Head

Department Name: Community Development

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

Storey County Community Development

Business Licensing



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

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

March 27, 2017
Via email

Please add the following item(s) to the **April 4, 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. **R. F. MACDONALD COMPANY** – Contractor / 25920 Eden Landing Rd ~ Hayward, CA (boilers)
- B. **DURR ECOCLEAN, INC.** – Contractor / 26801 Northwestern Hwy ~ Southfield, MI (ind. machinery)
- C. **EBZ SYSTEC, INC.** – General / 22251 Diesel Dr ~ McCalla, AL (supplier)
- D. **WAX ON WAX OFF MOBILE DETAIL** – General / 2225 Elcrest Dr. ~ Reno (mobile car wash)
- E. **W.W. CLYDE & CO.** – Contractor / 869 North 1500 West ~ Orem, UT (contractor)
- F. **TRADESMEN INTERNATIONAL, LLC** – General / 9760 Shepard Rd ~ Macedonia, OH (staffing)
- G. **AUTOMATION LOGISTICS CORP** – Contractor / 331 Scarlet Blvd ~ Oldsmar, FL (machine install.)
- H. **Keith Wallace dba A-SNAP** – General / PO Box 3293 ~ Turlock, CA (mobile mechanic)
- I. **KING CONSTRUCTION, INC.** – Contractor / 2040 Farm District Rd ~ Fernley (construction)
- J. **LADA CUBE, LLC** – General / 101 Canary Lane ~ Grand Jet, CO (furniture delivery)
- K. **TEKNO, INC.** – Contractor / One Wall Street ~ Cave City, KY (automation equip.)
- L. **BASTIAN AUTOMATION ENG., LLC** – General / 10585 N. Meridian ~ Indianapolis, IN (equip sales)
- M. **BANNER INDUSTRIES OF N.E., INC.** – General / 1 Industrial Drive ~ Danvers, MA (distribution)
- N. **TRUMPF, INC.** – Contractor / 111 Hyde Rd ~ Farmington, CT (mfg equip)
- O. **NEVADA BARRICADE & SIGN CO., INC.** / Contractor – PO Box 20459 ~ Reno (road const.)
- P. **CME PROFESSIONAL SVCS., LLC** / General -- 7100 Cave Creek Rd ~ Cave Creek, AZ (staffing)
- Q. **INDUSTRIAL KINETICS, INC.** – Professional / 2535 Curtiss St ~ Downers Grove, IL (matl handl equip)
- R. **KDDI AMERICA, INC.** – General / 21241 S. Western Ave ~ Torrance, CA (translation svcs.)
- S. **UL, LLC** – General / 333 Pfingsten Road ~ Northbrook, IL (safety training)
- T. **BLACK GOLD INDUSTRIES dba BGII** – Transportation / 527 North Rice Ave ~ Oxnard, CA (hazardous waste transportation)
- U. **OUT WEST BUILDINGS, LLC** – General / 7450 Reno Hwy ~ Fallon (deliver portable sheds)
- V. **HIRATA CORPORATION OF AMERICA** – Contractor / 5625 Decatur Blvd ~ Indianapolis, IN (equipment manufacturing)

Inspection Required

ec: Community Development
Assessor's Office
Tourism Office

Planning Department
Fire Department
Comptroller's Office

Sheriff's Office
Commissioners' Office
Dispatch