

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

8/1/2017 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

JACK MCGUFFEY VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

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

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

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

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

Approval of the Agenda for August 1, 2017.

4. DISCUSSION/POSSIBLE ACTION:

Approval of minutes for June 20, 2017.

5. DISCUSSION/POSSIBLE ACTION:

Approval of minutes for June 30, 2017.

6. CONSENT AGENDA

- I For possible action, approval of First Reading for General Business License. Applicants is Turk Cobell, managing member of Electric Avenue Hotel LLC located at 795 USA Pkwy., McCarran, Nevada. (Submitted by the Sheriff's Office.)
- II For possible action: Approval of payroll claims in the amount of \$869,429.60 and accounts payable claims in the amount of \$976,650.81.
- III For possible action, approval of the Assessor's Log of Changes made to the 2017-18 Secured Roll pursuant to NRS 361.310.
- IV For possible action, approval of the Storey County Investment Policy.
- V For possible action, appoint Austin Osborne to replace Dean Haymore to represent Storey County on the Western Nevada Development District Board.
- VI For possible action, approval of Business Licenses First Readings:
 - A. FOREVER CHRISTMAS General / 88 N C Street ~ VC, NV(Retail)
 - B. ADL CONSTRUCTION, INC Contractor / 5301 Longley Lane # H -116 ~ Reno, NV(Framing Contractor)
 - C. UNIVERSAL PROTECTION SERVICE, LLC General/ PO Box 8000 ~ Monsey, NY (Security Guards)
 - D. ATSI ROBOTICS NEVADA, LLC -Professional /4625 W Neso Dr STE 2 &3, Las Vegas, NV (Computer Prog.)
 - E. B's ANTIQUES General /~ 145 S C Street, VC, NV (Antique Retail)
 - F. BARON GROUPE -Professional / 969 Rue Louis Breguet- ZAC, France (Commissioning)
 - G. COMAU, LLC Contractor / 2100 Telegraph Road ~ Sothfield, MT (Automotive)
 - H. INNOVATIVE LIGHTWEIGHT Contractor / 8850 Terabyte Ct, Reno, NV (Contractor)
 - I. MACKAY MANSION MUSEUM -General/ 291 S. D Street VC, NV(Tours, Weddings)
 - J. ECS GROUP, LLC General / po box 50923, Sparks, NV(Consulting)
 - K. SILVER PEAK CONSTRUCTION SERVICES, LLC -Contractor /748 S.Meadows Pkwy ~ Reno, NV(Contractor)
 - L. KUMA ENGINEERING, CO., LTD Professional / OSAKA, Japan ~ (Engineering) M. GROVES CONSTRUCTION, INC. -Contractor / 636 Eureka Ave, Reno NV(Construction)
 - N. CHART LIFECYCLE, INC. Professional / 2328 Walsh Ave # L, Santa Clara, CA(Contractor)

- O. XION TECHNOLOGY, LLC Contractor / 8665 New Trails Dr.#100, Woodlands, TX (Installation)
- P. CHOLLAR MINE 1859, LLC General / 615 F Street, VC, NV (Mine Tours)
- Q. LABORWORKS, INDUSTRIAL STAFFING, INC General / po box 1755, Gig Harbor WA (Staffing)
- R. S & S TOOL & SUPPLY, INC. General/ 2700 Maxwell Way, Fairfield, CA (Sales)
- S. LEONI ENGINEERING PRODUCTS Professional / 100 Kay Industrial Dr., Lake Orion, MI (Management)
- T. CUSTOM PAINTING & DECORATIONG, INC Contractor / 254 E Glendale, Sparks, NV (Contractor)
- U. SEYI-AMERICA, INC. Professional/ 17534 Von Karman Ave, Irvine, CA (Metal Stamping)
- V. HEXAGON METROLOGY, INC Professional / 250 circuit Dr. North Kingstown RI (Installation)
- W. MILES ARCHITECTURAL GROUP Professional /10800 Sand Hollow Ct. ~ Reno, NV (Architectural)
- X. GURR'S ROOFING HEATING & SHEET MEATAL, INC. -Contractor / PO Box 637., Sparks, NV (Contractor)
- Y. CASHE VALLEY ELECTRIC -Contractor- PO Box 405, Logan, UT (Contrator)
- Z. VIS-TECH, LLC Professional /833 Maple Ave. Holland, MI (Programming)
- AA. SPRINGER INDUSTRIAL EQUIPMENT, INC General / 3164 N. Colorado St. ~ Mesa ,AZ (Distributor)
- BB. SPIROFLOW AUTOMATION SOLUTIONS, INC. -Professional / 1609 Airport Rd ,Monroe , NC (Programing)
- CC. CNA ENGINEERING, INC Professional / 2575 Valley Rd.., Sacramento, CA (Engineering)
- DD. MIME USA, LLC Professional 560Meadows Lark Lane, belle Mead, NJ (Supplier)
- EE. MOTOR CITY PROGRAMING- Professional / 21272 Danbury, Clinton MI (Robotics) FF. PEAK TECHNICAL SERVICES Professional 583 Epsilon Dr., ~ Pittsburgh PA
- (Staffing)
 GG. DATF, INC. dba JIMBOY'S TACOS -General 4825 Idlewood Dr. Reno, NV\
 (Food Truck)
- HH. ONE SOURCE WATER, LLC -General / 3143 W Post Rd. ~ Farmington, CT (Sales)
- II. J.B HUNT TRANSPORT, INC Transporation / PO Box 130 Sparks, NV (Transportation)
- JJ. CENTERAL STRIPING SERVICE, INC Contractor / 3489 Luyung Dr., Rancho Cordova, CA(Roadway Stripping)
- KK. BLACK & VEATCH CORPORATION Pro / 425 Apollo Dr. ~ Lino Lakes MN (sales)
- LL. HOMEGROWN GASTROPUB General / 719 D. Virginia St., Reno, NV (Mobile Food Truck)
- MM. AUTOMATION ELECTRIC, INC. Professional / 3983 S MCCarran Blvd., #491, Reno, NV (Troubleshooting)
- NN. ALPHA ASSEMBLY SOLUTIONS Contractor / 39 Main Street ~ Scottsville NY (Manufacturer)

OO. NORTH AMERICAN MILLWORK, INC. - Contractor / 105 Catron Dr., Reno, NV (Contractor)

PP. ARMAC CONSTRUCTION, LLC - Contractor / 343 Fairview Dr. #103, Carson City, NV (Excavation)

QQ. CONCEPT SYSTEMS, INC. - Professional /1957 Fescue St. SE, Albany, OR (Field Service Tech.)

RR. RENO TAHOE ADVENTURES, LLC - Transpiration/ 18224 Fontana Ct.,~ Reno, NV (Tour Operations)

SS. US GRANITE- NEVADA, INC - Contractor / 5350 Capital Ct., #100, Reno, NV (Fabrication)

TT. COAST MACHINERY MOVERS OF NV, INC. -Transpiration/2431 Chico Ave, So El Monte, CA (Machinery Moving)

UU. R & E AUTOMATED SYSTEMS- Professional /17500 23 Mile Rd . Macomb MI(Engineering)

VV. ABC EMPLOYMENT HOLDINGS, LLC General/ 6610 N Shadeland Ave., Indianapolis, IN (Staffing)

WW. MILLWRIGHTS 4 HIRE, LLC - General/ 237 Lexington St. Lancaster, KY (Staffing)

XX. QUALITY COMMUNICATIONS, INC Contractor/ 212 Murray Street ~ Garden City, ID (Cabling Contractor)

YY. RKI INSTRUMENTS, INC Professional/ 33248 Central Ave, Union City, CA (Training)

ZZ. HUMAN RESOURCES UNLTD, INC. General - 3451 Dunckel Rd #200 Lansing, MI (Staffing)

AAA. LEVEL ONE ROBOTICS & CONTROLS, INC - Pro- 401 Ryland St. #200A, Reno, NV (Software)

BBB. J.E. SIMAS FLOORS,INC. - Contractor/ 9400 S Virginia St. Reno, NV (Floor Covering - Sales, Install)

CCC. ENTEGEE, INC. – Professional/10151 Deerwood Park Blvd # 200, Jacksonville, FI (Robot Programing)

DDD. TOX -PRESSOTECHNIK L.L.C - Contractor - 4250 Weaver Prkwy, Warrenville, IL (Manufacturing)

EEE. YOUNG FAIRBANKS NTERPRISES, LLC- dba – Kim's Kool Treats- General – 2725 E 9th St., Silver Springs, NV (Mobile Food Truck)

FFF. COMPRESSOR-PUMP & SERVICE, INC. – Professional- 3333 W. 2400 South., Salt Lake City, UT (Sales)

7. DISCUSSION/POSSIBLE ACTION:

Acceptance and Approval of the contract for Professional Services between Storey County and Farr West Engineering for the USDA loan funded 5-Mile Waterline Replacement Project.

8. DISCUSSION/POSSIBLE ACTION:

Recommendation to award contract to successful bidder for the construction of the Virginia City Sewer Improvement Project Phase II.

9. DISCUSSION ONLY (No Action):

Honorable United States Congressman Mark Amodei discussing updates on federal matters of interest in general and specific to Storey County.

10. WORKSHOP/DISCUSSION ONLY (No Action):

Discussion and comments from the Commissioners, staff and the public regarding the possibility of participating in an Economic Development Financing Proposal pursuant to Senate Bill 1 of the 2015 Nevada Legislative Special Session (SB 1). Also participating will be Jeremy Aguero with Applied Analysis and Cory Hunt with the Governor's Office of Economic Development. Project parameters include constructing an effluent water pipeline from the Truckee Meadows Water Reclamation Facility to the Tahoe Reno Industrial Center (TRI). The estimated cost of the pipeline (\$35 million) will be paid for from the proceeds of bonds issued by the State of Nevada pursuant to SB 1. The bonds would be repaid from incremental tax revenues generated within TRI. A tax increment area may be created pursuant to NRS Chapter 278C which would incorporate all of TRI within which a portion of increased tax revenues would be dedicated to repayment of the bonds.

- 11. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports
- 12. BOARD COMMENT (No Action No Public Comment)

13. DISCUSSION/POSSIBLE ACTION:

Consideration and possible action to approve Resolution No. 17-467 by which the Board of County Commissioners prohibits the discharge of firearms in the wildland areas upon the determination by the Chief of the Storey County Fire Protection District that the action is warranted

14. DISCUSSION/POSSIBLE ACTION:

Consideration and possible approval of appointment of Anne Delahay as the appraiser to appraise the value of the parcel of real property located at 10 S. B Street in Virginia City.

15. DISCUSSION/POSSIBLE ACTION:

For possible action, approve Resolution 17-466 Designating the County Courthouse as the public location for auctions conducted pursuant to NRS 107.080.

- 16. RECESS TO CONVENE THE STOREY COUNTY LIQUOR LICENSE BOARD
- 17. DISCUSSION/POSSIBLE ACTION:

First reading for On-sale Liquor License. Applicants is Turk Cobell, managing member of Electric Avenue Hotel LLC locates at 795 USA Pkwy., McCarran, Nevada.

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

19. DISCUSSION/POSSIBLE ACTION:

Discussion and possible action on Resolution 17-468 regarding the request by the Director of the State of Nevada Department of Business and Industry to approve the Findings of Fact pertaining to the issuance of industrial development revenue bonds in an amount not to exceed \$150,000,000 for the purpose of assisting in the financing of a biorefinery facility to be used for the disposal of solid waste and conversion to renewable fuel products to be located on a 19.4-acre site in the Tahoe-Reno Industrial Center in Storey County, Nevada. The project will be owned Fulcrum Sierra BioFuels, LLC, and operated by Fulcrum BioEnergy, Inc. Approval of the County is required pursuant to NRS 349.580(2).

20. DISCUSSION/POSSIBLE ACTION:

Special Use Permit 2017-020 request by the applicant Asia Union Electronic Chemicals - Reno, Inc. (property owner Waltham Road Industrial, LLC) to retrofit an existing property and building to allow for the production, distribution and use of hazardous and non-hazardous chemical products associated with the microelectronics industry. The subject property is located at 1400 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-81.

21. DISCUSSION/POSSIBLE ACTION:

Variance 2017-008 by Insurance Auto Auctions. The applicants requests a use variance allowing a previously permitted non-conforming use to remain in-place under its existing ownership conditions. The proposed use subject to the variance request is outdoor storage of inoperable motor vehicles and auctioning of those inoperable vehicles at portions of subject property located at 4086 Peru Drive, McCarran (Tahoe-Reno Industrial Center), Storey County, Nevada, APN 005-071-16.

22. DISCUSSION/POSSIBLE ACTION:

Approval of Business Licenses Second Readings:

- A. ALUMAG AUTOMOTIVE Contractor / 5421 Kietzke Lane ~ Reno, NV(Installation)
- B. DESALITECH, INC Contractor / 1 Gateway Center ~ Newton, MA(Water Treatment System)
- C. LYNX CONTROL SYSTEMS Contractor / PO Box 138 ~ Israel (Control Systems)
- D. ENCORE AUTOMATION, LLC -Contractor /50Corporate Dr. Auburn Hills, MI (Installation)
- E. ROE PAINTING, INC Contractor /~ PO Box 7351 Boise, ID (Painting Contractor)
- F. DAN MILLS CONSTRUCTION NEVADA, INC -Contractor / Po Box 19760~Reno, NV (Framing Sub-Contractor)
- G. HESCO SERVICES, INC. Contractor / 862 West Fine Drive ~ Salt lake City, UT (Contractor)
- H. CHAMPION EMPLOYMENT GROUP General / 10358 Gratiot Ave, Columbus MI (Staffing)
- I. VERUS ASSOCIATES NEVADA, LLC -Professional/ 9210 Prototype Dr. #101 Reno, NV(Engineering)

- J. M & L ELECTRICAL, INC Contractor / 6060 Scottsville Rd, Bowling Green KY (Electrical Contractor)
- K. SLE ELECTRONIC GMBH Contractor /5421 Kietzke Lane ~ Reno, NV((Design)
- L. HIRATA ENGINEERING INCORPORATED Professional /5421 Kietzke Lane ~ Reno, NV (Design)
- M. GIROUX GLASS, INC -Contractor / 850 W. Washington Blvd. #200, Los Angeles, CA (Safety Evaluation)
- N. BELAY ENGINEERING CO. Professional / 2328 Walsh Ave # L, Santa Clara, CA(Contractor)
- O. XION TECHNOLOGY, LLC Contractor / 4650 Wedekind Rd #2, Sparks NV (Installation)
- P. AMADA MACHINE TOOLS AMERICA, INC. Contractor / 2324 Palmer Dr., Schaumbung, IL (Installation)
- Q. NORBLAST, LLC Contractor / 4650 Wedekind Rd #2, Sparks NV (Installation)
- R. CTH INDUSTRIAL SERVICES, LLC Professional/ 7550 Bluewater Hwy, Saranac, MI (Engineering)
- S. PRECISION CONTROL SYSTEMS GROUP, LLC Professional / 29355 W 9 Mile Rd, Farmington, MI (Computer Programming)
- T. J & R TADROS, INC. Professional / 130950Trail Dust Ave, San Diego, CA (Consultant)
- U. SEYI-AMERICA, INC. Professional/ 17534 Von Karman Ave, Irvine, CA (Metal Stamping)
- V. CDWDIRECT, LLC Professional / 200 N. Milwaukee Ave, Vernon Hills IL (Direct Marketer)
- W. BETS SERVICIOS PROFESSIONALES Professional /5421 Kietzke Lane ~ Reno, NV (Engineering)
- X. BECK FACILITY SERVICES, LLC -Contractor / 147 Jackson St., Newnan, GA (Janitorial)
- Y. ACCLAIMED INSPECTION SERVICES, INC -Professional- 598 Damonte Ranch Prkwy # B112, Reno, NV (Inspector)
- Z. TOOLING SYSTEMS GROUP Contractor /4315 3 Mile Rd, Grand Rapids, MI (Manufacturing)
- AA. R.E LEWIS REFRIGERATION, INC. Contractor / PO BOX 92 ~ Creston, IA (Refrigeration Contractor)
- BB. PINNACLE HEATING & AIR CONDITIONING Contractor / 5301 Longley Lane Bldg. #201,Reno, NV(HVAC)
- CC. EMPLOYBRIDGE General / 5580 Mill St., Reno, NV (Staffing)
- DD. SUMMIT FIRE PROTECTION OF MN CO. Contractor / 575 Minnehaha Ave W, St. Paul, MI (Design)
- EE. STEYER ASSOCIATES, INC General/ 115 Hall Brothers Loop #104, Bainbridge Island, WA (Staffing)
- FF. 3R AUTOMATION, INCOPORATED- Contractor/5421 Kietzke Lane ~ Reno, NV(Automation)
- GG. COMPLETE ROBOTICS, INC Professional 3509 Elizabeth lake Rd~ Waterford, MI (Computer Programing)

- HH. CBR ENTERPRISES, LLC Professional /5421 Kietzke Lane ~ Reno, NV (Project Management)
- II. TECNOEFFE, LLC Contractor / 4650 Wedekind Rd. # 2, Sparks, NV (Installation)
- JJ. CENTERAL STRIPING SERVICE, INC Contractor / 3489 Luyung Dr., Rancho Cordova, CA(Roadway Stripping)
- KK. BLACK & VEATCH CORPORATION Pro / 425 Apollo Dr. ~ Lino Lakes MN (sales)
- LL. HOMEGROWN GASTROPUB General / 719 D. Virginia St., Reno, NV (Mobile Food Truck)
- MM. AUTOMATION ELECTRIC, INC. Professional / 3983 S MCCarran Blvd., #491, Reno, NV (Troubleshooting)
- NN. ALPHA ASSEMBLY SOLUTIONS Contractor / 39 Main Street ~ Scottsville NY (Manufacturer)
- OO. NORTH AMERICAN MILLWORK, INC. Contractor / 105 Catron Dr., Reno, NV (Contractor)
- PP. ARMAC CONSTRUCTION, LLC Contractor / 343 Fairview Dr. #103, Carson City, NV (Excavation)
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- TT. COAST MACHINERY MOVERS OF NV, INC. -Transpiration/2431 Chico Ave, So El Monte, CA (Machinery Moving)
- UU. R & E AUTOMATED SYSTEMS- Professional /17500 23 Mile Rd . Macomb MI(Engineering)
- VV. ABC EMPLOYMENT HOLDINGS, LLC General/ 6610 N Shadeland Ave., Indianapolis, IN (Staffing)
- WW. MILLWRIGHTS 4 HIRE, LLC General/ 237 Lexington St. Lancaster, KY (Staffing)
- XX. QUALITY COMMUNICATIONS, INC Contractor/ 212 Murray Street ~ Garden City, ID (Cabling Contractor)
- YY. RKI INSTRUMENTS, INC Professional/ 33248 Central Ave, Union City, CA (Training)
- ZZ. HUMAN RESOURCES UNLTD, INC. General 3451 Dunckel Rd #200 Lansing, MI (Staffing)
- AAA. LEVEL ONE ROBOTICS & CONTROLS, INC Pro- 401 Ryland St. #200A, Reno, NV (Software)
- BBB. J.E. SIMAS FLOORS,INC. Contractor/ 9400 S Virginia St. Reno, NV (Floor Covering Sales, Install)
- CCC. ENTEGEE, INC. Professional/10151 Deerwood Park Blvd # 200, Jacksonville, Fl (Robot Programing)
- DDD. TOX -PRESSOTECHNIK L.L.C Contractor 4250 Weaver Prkwy, Warrenville, IL (Manufacturing)

EEE. YOUNG FAIRBANKS NTERPRISES, LLC- dba - Kim's Kool Treats- General - 2725 E 9th St., Silver Springs, NV (Mobile Food Truck)
FFF. COMPRESSOR-PUMP & SERVICE, INC. - Professional- 3333 W. 2400 South.,
Salt Lake City, UT (Sales)

23. CORRESPONDENCE:

Thank you letter from St. Mary's Art Center.

24. PUBLIC COMMENT (No Action)

25. ADJOURNMENT

NOTICE:

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 7/27/2017; 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 Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017 Agenda Item Type: Regular Agenda Estimate of Time Required: 0-5 min.

- 1. <u>Title:</u> Approval of minutes for June 20, 2017.
- 2. Recommended motion: Approve as submitted.
- 3. Prepared by: Vanessa Stephens

Department: Clerk

Contact Number: 775.847.0969

- 4. <u>Staff Summary:</u> Minutes of the June 20, 2017 Storey County Commissioners Board.
- 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:

[] Approved	[] Approved with Modification
[] Denied	[] Continued



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JUNE 20, 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, Clerk & Treasurer Vanessa Stephens, County Manager Pat Whitten, Comptroller Hugh Gallagher, District Attorney Anne Langer, Sheriff Gerald Antinoro, Fire Chief Gary Hames, Community Relations Director Cherie Nevin, Justice of the Peace Eileen Herrington, Tourism Director Deny Dotson, Emergency Management Director Joe Curtis, Community Development Director Dean Haymore, Fire Chief Appointee Jeff Nevin, Director of Security Melanie Keener, Public Works Director Jason VanHavel, Administrative Officer/Planning Director Austin Osborne, Communications Director Dave Ballard, Recorder Jen Chapman, Outside Counsel Robert Morris

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.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 20, 2017

County Manager Whitten requested continuance of item #24 to August 15, 2017, and to move item #22 following item #6.

Public Comment:

None.

Motion: Approve Agenda for June 20, 2017 with changes noted, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for May 16, 2017.

Motion: Approve Minutes for May 16, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3

5. CONSENT AGENDA

I For possible action: Approval of the Treasurer's Report for May 2017.

II For possible action: Approval of payroll claims in the amount of \$503,614.06 and accounts payable claims in the amount of \$6,501,584.41.

- III For possible action, approval of Business Licenses First Readings:
- A. DORNER MFG. CORP Contractor / 975 Cottonwood Ave ~ Hartland, WI(Installation)
- B. ABEINSA ABENER TEYMA GENERAL PARTNERSHIP Contractor /3030 N Central Ave Ste 808 ~ Phoenix, AZ (Engineering)
- C. PIGLER AUTOMATION, LLC Contractor / 724 Main Street Ste F \sim Longmonty, Co (Programming Service)
- D. ADVANCED MACHINES & TOOL CORPORATION -Contractor /5421 Kietzke Lane Ste100~Reno,NV (Engineering)
- E. SPECIALTY WELDING SUPPLY (dba) Contractor /~ PO Box 504 Sparks, NV (Sales & Distribution)
- F. SMALL MINE DEVELOPMENT, LLC. -Contractor / 967 E ParkCenter Blvd PMB 396 ~ Boise , ID (Contracting Service)
- G. PROGRESSIVE PEST MANAGEMENT Pro / PO Box 50117 ~ Reno, NV (Pest & weed control)
- H. COATING UNLIMITED, INC Contractor / 4325 Bridgeton Industrial Dr. Bridgeton MO (Painting Contractor)
- I. WESTER ENVIROMENTAL TESTING LABORATORY -Contractor/ 475 E Greg Street #119 Sparks, NV(Testing Service)
- J. SMC CORPORATION OF AMERICA. Contractor / 10100 SMC Blvd ~ Noblesville, IN (Distribution)
- K. APPLIED INNOVATION GROUP, INC. Contractor / 2365 Paragon Dr. Ste C ~ San Jose, CA (Installation)
- L. INTEGRATED SAFETY CONCEPTS, INC. Pro / 2200 N D'Andrea Parkway Ste1726 ~ Sparks, NV (Safety Consulting)
- M. COMPOINTE CORPORATION -Pro / 1128 Keene Land Ct ~ Indianapolis ,IN (Software)
- N. HARELSON MECHANICAL, INC. Contractor / 3899 Security Park Dr. ~ Rancho Cordova, CA(Contractor)
- O. APPLIED ENERGY SYSTEMS Contractor / 180 Quaker Lane ~ MalVern, PA (Manufacturer)
- P. LASER DEPTH DYNAMICS, INC Contractor / 176 Railway Street ~ Kingston ON , Canada (Monitoring Instruments)
- Q. HUMANUS SOLUTIONS, LLC Contractor / 9835 N Desert Rose Dr. ~ Fountain Hills AZ(Consultant)
- R. OCEANEERING INTERNATIONAL, INC Contractor / 11911 FM 529 Houston, TX (Engineering)
- S. NORTHERN NEVADA FIRE PROTECTION, INC Contractor / PO Box 1921 ~ Fernley, NV (Fire Protection)

- T. NEWARK CORPORATION Pro/ 481 Renaissance Dr ~ St. Joseph, MI (Distribution)
- U. R.S. HUGHES COMPANY, INC General / 1162 Sonora Ct. Sunnyvale, CA (Wholesaler)
- V. AVNET, INC Pro / 2211 S 47th Street ~ Phoenix, AZ(Wholesaler)
- W. KISTLER INSTRUMENT CORP Pro / 75 John Glenn Dr., Amherst, , NY (Distributor)
- X. S&A SOLUTIONS, INC General / 38600 Van Dyke Ave Ste 350 ~ Sterling Heights, MI (Staffing)
- Y. VALKYRIE METAL WORKS, LLC GeneralPO Box 1040 Virginia City, NV~VC Blacksmith reenactment & Sales)
- Z. PHANTOM TECHNICAL SERVICES, INC Contractor /5421 Kietzke Lane Ste100 ~ Reno, NV (Software Installation)
- AA. IBG PRUFCCOMPUTER GMBH Contractor / 5421 Kietzke Lane Ste100 ~ Reno, NV(Manufacturer)
- BB. CHEMETALL US, INC Contractor / 675 Central Ave ~ New Providence NJ (Sales & Manufacture)
- CC. MOTION CONTROLS ROBOTICS, INC Contractor / 1500 Walter Ave ~ Fremont, OH (Robotic Service)
- DD. MICHIGAN CUSTOM MACHINES Contractor / 22750 Heslip Dr. Novi, MI (Machine Construction)
- EE. PSARA TECHNOLOGIES, INC Pro/ 10925 Reed Hartman hwy Ste220 Cincinnati OH (Consulting)
- FF. PHOENIX CONSULTING, LLC- Contractor/ 3201 Stellhorn Road ~ Ft Wayne, IN Programing Support)
- GG. AUTOMATION & MODULAR COMPONENTS, INC. Contractor / 10301 Enterprise Dr. ~ Davisburg, MI (Installation)
- HH. PARTNER PERSONNEL, INC. General / 2222 Franklin Rd~ Bloomfield Hills, MI (Staffing)
- II. INTERROLL CORPORATION Contractor / 3000 Corporate Dr ~ Wilmington, NC Manufacturer)
- JJ. LANCE JOHNSON, INC. Contractor / 2152 Reno hwy #E ~ Fallon, NV(Earthwork)
- KK. NOL-TEC SYSTEMS, INC Pro / 425 Apollo Dr. ~ Lino Lakes MN (sales)
- LL. AVERNA Contractor / 3500 Hasselt ~ Belgium , Poland (Engineering Consulting)
- MM. CALVARY DESIGN TEAM, INC Pro / 855 Publishers Parkway, Webster, NY (Installation)
- NN. AMBRELL CORPORATION Contractor / 39 Main Street ~ Scottsville NY (Manufacturer)
- OO. IBG NDT SYSTEMS CORPORATION Contractor / 5421 Kietzke Lane ~ Reno NV (Designer) PP. EXACT LASER MEASUREMENTS USA Contractor /
- QQ. FULLER ENGINEERING CO., LLC Contractor / 43334 Seven Mile Rd ~Northville, MI (Automotive & Aerspace)
- RR. WISE CONSULTING & TRAINING, INC. Contractor / 500 Ryland Street Ste250 ~ Reno, NV (Consulting)
- SS. NEVADA TAP MASTER Contractor / 1647 Willow Pass Road #131, Concord CA (Industrial Plumbing)
- TT. AIR WAY AUTOMATION Contractor / PO Box 563, Grayling MI (Tool Designer)
- UU. LOGOMAT AUTOMATION SYSTEMS, INC- Contractor/2595 Arbor Tech Dr. Hebron KY (Installation)
- VV. A.J'S STOVES- Contractor/ 1267 A Hwy 395 N Gardnerville NV (Chimney Cleaning)
- WW. AITA CONSULTING SERVICE- Pro/ 6-80 Towne Center Dr. North Brunswick NJ (Professional service)
- XX. COPPER STATE BOLT & NUT CO., INC.-Contractor/ 3622 N 34th Ave~ Phoenix AZ (Distributor)
- YY. ABICOR BINZEL US- Contractor/ 650 Medimmune Ct. #110 Fredrick MD

ZZ. STTRUCTURES, INC.- Contractor/5224 US Hwy 50 East ~ Carson City, NV (Steel Fabrication)

AAA. DWFRITZ AUTOMATION, INC.- Contractor/ 27200 SW Parkway Ave~ Wilsonville OR (Installation)

BBB. DIVERSE AUTOMATION, INC. - Contractor/ 3271 Brushy Creek Road~ Greer SC (Automation)

CCC. GUDEL INC. - Contractor/ 4881 Runway Blvd ~ Ann Arbor MI (linear Automation)
DDD. ROBOT SUPPORT, INC. - Contractor/ 20506 Hall Rd. Clinton Township, MI (Software service)

EEE. CARSON MFG., INC- General /5001 Grumman Dr.~ Carson City, NV (Manufacturing) FFF. ASIAN UNION CHEMICALS RENO - General / 1400 Waltham Way ~ McCarran , NV (Office Use Only)

Public Comment:

None

Motion: Approve Consent Agenda for June 20, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

6. DISCUSSION/POSSIBLE ACTION: Presentation by the Nevada Department of Transportation and acceptance of the 2017 Transportation Report for Storey County.

Bill Hoffman, NDOT Deputy Director, presented the 2017 Transportation Report with a goal to build a long-range plan.

Mr. Hoffman reviewed the County's list from last year and what has been worked on. NDOT is asking direction for priorities to be included in the long-range plan. Issues from last year's workshop are being validated.

In rural counties across the State, the four main issues seen by NDOT include the need for passing lanes, intersections, shoulder widening, and issues with wild animal collisions – one of the top concerns with a cost of 18.5 million to residents.

In Storey County, 14.1% of all collisions are animal related.

Mr. Hoffman discussed the "One Nevada Plan" – an update to the Federally required long-range transportation plan creating more informed transportation decisions.

Current updates:

- USA Parkway ribbon cutting is scheduled for September 2017;
- Kudos to NDOT staff/workers for the hard work this winter;
- SR342 completed and open
- SR341 being paved due to "blowing up" this winter.

Top County concerns from this year's workshop being addressed:

· Electric Avenue traffic signal - this is being taken care of;

- I-80/Lockwood Interchange
- Wildhorses on roadways, SR341 and 342
- Lockwood/Patrick Interchange

Mr. Hoffman said the work program for next year needs to be discussed and approved.

Chairman McBride: At the December (NDOT) workshop many other concerns were addressed, including:

• Flashing-illuminated signs to make people slow down at both ends of town. Especially at the north-end where during the school year school buses turn left across C Street.

Commissioner Gilman:

Is there a timeline for the Lockwood interchange ramp to be improved? With the amount of traffic on I-80 and the speed, the short merging lane is a clear and present danger. This is a major, senior residential area and there are serious difficulties with this ramp.

Mr. Hoffman: Does not have an answer, but will send Commissioner Gilman an email with that information and concurs that work does need to be done there.

Vice Chairman McGuffey: Surprised that Mr. Hoffman does not have more information as this is one of the County's top two concerns.

Lee Bonner, NDOT Local Government Liaison:

The ramp is actually in Washoe County. Washoe RTC is looking at this situation which involves right-of-way, adding a few years to a project. Comprehensive solutions for both this interchange and USA Parkway are being looked at – there are a lot of plans but it is up to Washoe RTC. Mr. Bonner believes they are working together with other entities involved.

Commissioner Gilman: USA Parkway works. But Lockwood is so sub-standard and so short.

Mr. Bonner: There are similarities with the Lockwood and Patrick merge lanes.

Commissioner Gilman: Should (Storey) County be talking with Washoe County or the RTC?

Mr. Bonner: Will see if this can't be speeded along.

Chairman McBride: Storey County has a really good working with relationship with NDOT and appreciates all the work NDOT does. Some of the items the County is disappointed in also need to be talked about. An extreme disappointment is the Seymour property at the north-end of town. It does not look like NDOT is doing anything.

Mr. Hoffman: NDOT is not done. Mr. Hoffman has personally spent 4 or 5 hours researching, in meetings, and talking with the homeowners. There is no evidence that NDOT built the wall. A document circulated through the right-of-way division shows that NDOT exhausted every avenue available – and that wall is not shown anywhere on plan sheets from 1936 to 1949. The steps are shown. NDOT would like to negotiate an agreement on how to move forward. NDOT cannot spend

public money on private property when there is no proof – no evidence that the wall was built by NDOT.

Chairman McBride: Has a photo of the property before the road was built.

Mr. Hoffman: Has invested time and wants to help. But, legally (NDOT) cannot give any money.

Chairman McBride: If the Nevada Highway Department had authority to build the road and the bulkhead/retaining wall, how come they do not have the authority to maintain it.

Mr. Hoffman: (NDOT) does not have any proof that they built the wall.

Chair McBride: There are lost records – every department in the State and the country has lost records.

Mr. Hoffman: This is needed to justify spending money. NDOT cannot spend money without the proof.

Chair McBride: The (situation) is obvious. The highway could not have been built without retaining that corner.

County Manager Whitten: Has given suggestions to Mr. Bonner to run past the AG (Attorney General). Mr. Whitten believes the Seymour's would be happy to give that portion of the property to NDOT so that NDOT and taxpayer funds can be spent on that. There is a concern of not only how catastrophic this could be on the owners but also on passing motorists.

Mr. Hoffman: Spoke with the AG and was told money could not be spent on this situation.

Mr. Whitten: But if the Seymour's granted to NDOT and it was State property - would the answer be the same?

Mr. Hoffman: Would have to ask (the AG). The situation is not dead, work just needs to be kept going. There are things that can be done – there are options.

Mr. Whitten: Appreciates that. Mr. Bonner has been given several options to keep this alive. Can this be set as a priority goal? There is fire and ambulance support from Virginia City to the Highlands and back – if that wall fails, the County will be unable to provide emergency services to the level that is being done. Legal counsel can be brought in if it helps expedite solutions.

Mr. Bonner: This situation on C Street is going to be worked on. It should not be confused with where to go in the future – as far as future transportation needs and safety. The County has provided a formal request which has been sent to the Attorney General's office. A meeting could probably happen within the next month. Two issues that do not to be on the list that (NDOT) is working on would be the Seymour retaining wall issue and the curbs and gutters – so as not to be confused with where to go in the future to help with transportation needs.

Mr. Whitten: Agrees.

Commissioner Gilman: To be clear, it appears NDOT cannot find the records, in archives, that would prove one way or the other that NDOT or the State built that roadway and retaining wall.

Mr. Hoffman: This cannot be found within NDOT's own department. (NDOT) would be open to any evidence from anywhere.

Commissioner Gilman: If this community can show sufficient/substantial evidence that it was built by the highway department - the probability is that NDOT could accept that.

Mr. Hoffman: Yes. NDOT could work from that point forward.

Public Comment:

Virginia City resident, Bob Seymour: Thank you for the time and effort put in to this.

- Regarding the comment that after this winter if it didn't fall it never will. The wall is much worse now than it was a year ago.
- The house is still sinking, doors cannot be closed the winter had a hard effect.
- The wall is failing daily.
- No means is a favor being asked for. Pictures prove that a retaining wall would never have been needed on the property if the highway had not been put in. There was direct highway access.
- Storey County and NDOT are being asked to step-up and fix the situation they created 80
 years ago.

Virginia City resident, Patricia Burns Seymour, commented:

- She was born and raised in this home.
- No one would like that bank in front of their home.
- The house was level with C Street before this was done.
- Ms. Seymour's father was the only objection. He was able to maintain the sidewalk in front of
 the home. He was a small man and there is no way he would have been able to build that
 wall. He was concerned that someday the house would go down to C Street.
- If the house does go, someone is likely to be killed.
- At the time this was done, the County sold the Seymour's two lots for an entrance from B Street and agreed to plow those lots in the winter.
- The State worked on the steps and the bulkhead at the time Virginia City men were working for the highway. This was done every year to make sure it was safe. When they left, nothing was done - it deteriorated and fell apart.
- Dirt has been hauled in to put under the house and the sewer line has had to be worked on many times.
- Ms. Seymour doesn't think (the bank) is her property. The property went to "livable" C Street. The mining company says owners own only surface rights, so how does she own the property where the retaining wall is.
- The Seymour's did not cause the problem the highway did. It's time to be fixed.
- Last year at this time, this issue was discussed and this was one of the projects that (NDOT) was going to do. It has been looked at but nothing has been done. It is time.

Commissioner Gilman: Ms. Seymour, you were very young when the highway went through. Would you remember the construction or who might have been doing the building?

Ms. Seymour: Her father talked about it throughout the years – that is where the information came from. He maintained the sidewalk which gave them a little more land which has probably prevented the house from being in the street right now.

County Manager Whitten: Would the family consider giving that property to the State or the County to pass through to the State?

Ms. Seymour: As far as she's concerned, it's theirs now.

Mr. Whitten: Did the State tear out the stairs that went from C Street up to the house?

Ms. Seymour: No. The (stairs) were not torn down, they are just lying there now and have been blocked off. Thank you Mr. Whitten for all the help.

Lockwood Resident Martin Reeves:

Regarding the Lockwood over-pass, instead of the on-ramp, Mr. Reeves would like to urge
that the over-pass be re-built with three lanes in either direction. It's backing the highway up
back to the world's largest (industrial center) and 10,000 to 20,000 more people are going to be
added to that highway. It takes hours to get to town. Consider re-building all three overpasses moving the tax revenue in and out of the world's largest (industrial center).

Vice Chairman McGuffey:

- Some time ago there were monuments approved to be installed at each end of USA Parkway.
- At Highway 50 and USA Parkway, there are metal sculptures going in similar to those in Carson City and Reno.
- Storey County is getting what is being called a "burning man" statute.
- This sculpture doesn't fit the industrial park theme and the County has been opposed to it.
 NDOT is well aware of this. It was approved before the County was notified and therefore did not have a say in the matter.
- According to NDOT, it appears the County has to go the Governor to change or not have this
 monument.

Mr. Whitten: Did go to the Governor and has discussed this with Lee Bonner. The Governor will not step into NDOT's day-to-day operations. It is acknowledged there was invitation to attend a meeting, but did not see the specificity that monument design would be discussed – Storey County did not attend and the monument was done without Storey County input. USA Parkway is a work of art, but would not say the monument is. If there is any way to reconsider moving or not having this monument, is a question that has been on the table for some time.

Mr. Hoffman: There are no plans to change that sculpture at this point. NDOT has conferred with the Governor's office who feels the public meeting last August sufficed for a vote. There were more (attendees) in favor of the sculpture than were not.

Chairman McBride: How many Storey County residents attended?

Mr. Hoffman: Does not know. The meeting was called and included the sculpture as well as an unveiling of the actual corridor and landscaping. Mr. Whitten said invitations were received but the County did not attend. How can NDOT be blamed?

Mr. Whitten: Multiple invitations are received from NDOT regarding anything from ...

Mr. Hoffman: Mr. Haymore attended the March meeting.

Mr. Whitten: The message is not whether or not the County attended – the message is the County finds the monument "horrible, reprehensible". The County owns from the County line to Peru Drive. NDOT has the professional maintenance agreement. Is the monument going on right-of-way owned by the County and maintained by NDOT or further back?

Mr. Hoffman: Does not know where it's going, but this will be determined and the County will be notified.

Mr. Whitten: The County will probably resist placing it on County property.

Vice Chairman McGuffey: Was at that meeting and found out that the monument was already approved. It was all Lyon County people in attendance – the only known Storey County people were Mr. McGuffey and Mr. Haymore.

Mr. Hoffman: Mr. Haymore was at the March meeting where the concept was discussed.

Vice Chairman McGuffey: None of those meetings indicated there would be a vote for a monument. In looking at the records, there is no statement regarding voting on a monument.

Mr. Hoffman: That is a fair statement. This will be looked into.

Chairman McBride: Storey County is adamantly opposed to this monument anywhere on USA Parkway.

Public Comment:

Public Works Director, Jason VanHavel: During the significant weather earlier this year, the (NDOT) Virginia City maintenance station was short-staffed but did an incredible job. As the County crews turned 100 hour weeks, they did the same – putting the County's safety and mobility as a priority – doing a fantastic job. Thank you.

Pat Whitten: Subject to approval, is heartened to see that the light at Electric Avenue and USA Parkway made the list. This is not a commitment, but would NDOT be willing to consider entering into a loan agreement, if the (County) Comptroller could find the \$3 million, to get this done sooner rather than later. Is it a funding or a design issue?

Mr. Hoffman: It's both. Would be happy to sit down and work on that. Mr. Hoffman said he would like to apologize to Mr. Seymour and didn't mean to upset him if he did.

Kris Thompson, TRI Project Manager: It is worth noting the great job NDOT and Ames Construction have done on USA Parkway. Pedro Rodriguez, NDOT Project Manager, has been superb and responsive. The (project) is well managed by NDOT and Ames Construction is one of the best highway contractors ever seen. Thank you for the hard, professional work.

Lee Bonner: Thank you to Dean Haymore for everything he has done for not only Storey County but for the State of Nevada.

Motion: I make a motion to accept the presentation by the Nevada Department of Transportation and acceptance of the 2017-18 Transportation Report for Storey County, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

22. DISCUSSION/POSSIBLE ACTION: Per NRS 354.624 selection of auditor for fiscal year ending June 30, 2017.

Chairman McBride stated, although he has no pecuniary interest in the accounting firm of DiPietro & Thornton, he has had a long business relationship with this firm dating back prior to Mr. DiPietro and Mr. Thornton being principles in the firm. Chair McBride was not involved in this selection process, did not make recommendations of anyone being considered for this contract, and therefore will vote on this matter.

Comptroller Hugh Gallagher discussed the selection of DiPietro & Thornton. The audit committee spent several hours meeting with four perspective firms, each very qualified. After considerable review and discussion, the audit committee selected the CPA firm of DiPietro & Thornton of Reno.

Public Comment:

None

Motion: I make a motion, per NRS 354.624 the Storey County Commissioners do hereby select DiPietro &Thornton CPA as the auditor for the fiscal year ending June 30, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

7. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff Reports Sheriff Gerald Antinoro:

 The Sheriff's Office is rolling out a new electronic citation and accident reporting system which should be on-line in two weeks. This system will transmit information directly to the court and allows for direct interface with the State on crash reporting.

St. Mary's Art Center Executive Director A. Perry:

- Thank you to Storey County staff for considerable support, including:
 - 1. Assistance in paving of the driveway elevating the appearance of the Art Center;
 - 2. Demolition and replacement of the sign;
 - 3. Bringing Hot August Nights to the property for a photo shoot;
 - 4. Bringing in a tour of wedding planners;
 - 5. Being invited to participate in the Comstock Kids Club

- 6. IT support and solutions;
- 7. Help in facilitating many projects including the Courthouse museum mural;
- 8. Support from the Commissioners;
- 9. Support with the grant process for renovating and restoration of the balcony and porch.
- 10. St. Mary's will benefit from this complete, comprehensive up-grade which will be beneficial and inviting to the community. Also enabling continuance of events such as the Easter egg hunt, the pumpkin patch, children's art program.

Vice Chairman McGuffey: A security system is finally being installed. This will open the door to bringing in higher-quality artists. Everyone should check out all of the changes and updates. Erika is doing a great job.

Chairman McBride: Thanks for the very informative update, a testament to "team Storey" – a phrase developed by Dean Haymore, indicating the cooperation between departments. Erika and team are doing a terrific job.

Community Chest Director Shaun Griffin:

- Echos what Erika said about County staff.
- Thank you to Jason VanHavel. The lot has been paved which has made life easier.
- Regarding the new building: ground has been compacted and leveled, specs for the metal building will be reviewed tomorrow. A structure should be seen by mid-August.
- An award has been received from the Snow Foundation for approximately \$5,000, to be used for the purchase of an electronic database at the library.

Community Development Director Dean Haymore:

- A lot of single family houses are coming in to Mark Twain, the Highlands, and Virginia City with a lot of plans being submitted. Approximately a 100 to 200% growth over preceding years.
- Growth continues in TRI. Studio Six plumbing and foundations are going in; grading plans are being permitted for work to start on the Marriott.
- Meetings continue with other clients and new properties. There is also a lot of moving into larger buildings.
- Gary Hames has been working with staff and the Fire Department. Gary met with Tesla, did
 tours and interviews. Tesla is hiring two or three new inspectors to be on-site due to the work
 load being put on Storey County. Tesla will pay the new inspectors who will report to Storey
 County. Operations are going very well down there.

Recorder Jen Chapman:

- There were several Recorder bills passed through the Legislative session. As a result various
 recording fees will be increased over the next several months. The new fees will be on the
 website which will be updated as the fees go into effect.
- The fees go to different programs, including foster care, indigent care, and some to the general/tech fund.

Communications Dave Ballard:

• Looking at bringing "fiber" into the Courthouse building for an IT project. At the same time, voice-over IP phone systems will be brought in which should be considerably less expensive.

Equipment has to be purchased "up front". This should save money in the long run and allow all phone lines in the County to be tied together.

Fiber should be in this building within 60 to 90 days.

Eventually the internet will be all fiber also.

Tourism Director Deny Dotson:

- The 4th of July fireworks will be set off from the old location behind the Silverland Hotel.
- Met with SHPPO regarding the Crystal Bar. Light maintenance and painting will be done, as well as a mural on Taylor Street.
- An additional 400 bleacher seats have been added at the fairgrounds.

Public Works Director Jason VanHavel:

- Received notification that Federal Highways has approved a proposal for work in Six Mile
 Canyon. The \$1.4 million project consists of rebuilding the "blown out" culvert to a 25 year
 standard a significant upgrade of what is there now, restoring the shoulders to 4 feet where
 possible and guard rails where it is not. It also includes local expenses to restore emergency
 services in getting Six Mile repaired and open to the public.
- NDEP is requiring a plan for Gold Hill now that it is not part of the sewer project. This plan
 will be in
- place by the end of the month.
- The swimming pool is open and has been receiving heavy use.

Administrative Officer/Planning Director Austin Osborne:

Working on the Lands Bill for portions of Virginia City and Mark Twain. The County is doing
it's best despite hang-ups in Washington DC with changes in Administration, Congress, and
staffing. Working with Congressman Amodei's office as well as the Porter Group in
Washington trying to get the bill simplified or attached to another bill. It is possible, but will
take some time.

County Manager Pat Whitten:

- Nothing substantial is happening on the zip code issue in Washington. It is in committee and looking good, but has to go through the process.
- Progress is being made on a partial solution. Bill HR2193, Remote Transactions Parity Act of 2017 is gaining some bi-partisan support.
- The next Commission meeting will be July 18th. It is hoped that Jon Porter and his team will be here to give updates on the Lands Bill, zip-code issue, as well as insight in to Washington DC.
- There are 49 Justices of the Peace, including Justice Herrington, in town for a Judicial Conference.

Chairman McBride called for recess at 11:40 AM Meeting reconvened at 11:51 AM

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

Vice Chairman McGuffey:

 V&T Railroad ridership is up. Thanks to the efforts of VCTC Director Deny Dotson, and Joel Dunn of the Carson City Convention Authority – there is already an impact with their involvement.

- 2. Thank you to Joe Curtis for his assistance with FEMA regarding damage to the V&T.
- 3. The Virginia City Highlands annual Homeowners Association meeting was held last Saturday. There was a great turnout. Attendees had a lot of questions with follow-up by the Sheriff, Austin Osborne, and Vice Chair McGuffey.
- 4. Issues regarding parking at the mailboxes, the park, private road issues and community center were discussed at the monthly meeting with Homeowners Associations' Board Chairmen.
- 5. In the past, the possibility of lowering property tax rates were discussed. This was part of Mr. McGuffey's campaign when running for Commissioner.
 - 1. Mr. Gilman has previously placed this issue on the agenda, but it fell on "deaf ears".
 - 2. The County is receiving taxes from Switch, whose abatements were not as heavy as Tesla.
 - 3. Several more companies are moving including two hotels. There are 25 or more business licenses being issued per month.
 - 4. Funds need to be put aside for items voting machines, body cameras, and replacement of the County's AS400 accounting system.
 - 5. Vice Chair McGuffey, with the support of fellow Commissioners, insists and demands that this be addressed immediately and there should be no excuses for this not to happen now. Whether it is 10 or 30 cents per hundred dollars of assessed value this needs to happen now. This is a great opportunity for Storey County to take the lead in Nevada's future.
 - 6. Mr. Whitten and Mr. Gallagher, I want you to take care of this now let's get it done.
 - 7. Would like to hear what the impact will be at the next meeting.

Commissioner Gilman: Thank you Mr. McGuffey for bringing this to the attention of the floor. On behalf of the residents of Storey County, this has been talked about for some time – you have my 100% support.

Chairman McBride: Recommends that Vice Chairman McGuffey have this (matter) agendized. It was not agendized for this meeting.

Chairman McBride:

- The "Comstock billygoats" climbed the mountain and replaced all of the incandescent lights in the "V" with new, red LED lights which should hold up better. Funding for the new lights came from the 601 Vigilance Committee.
- The annual 4th of July celebration is coming up. There is usually a great turnout, terrific parade, lots of entertainment including David John & the Comstock Cowboys performing in the Bucket of Blood parking lot at 6 PM, followed by fireworks at approximately 9PM. C Street will be closed between Sutton and Union during the concert at 6PM. Everyone is encouraged to participate in the parade and other activities.

9. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 17-456 Honoring Gary Hames

County Manager Whitten presented and read Resolution 17-456 honoring Gary Hames: WHEREAS, GARY HAMES has faithfully served Storey County for over 29 years from 1988-2017; and

WHEREAS, GARY HAMES is dedicated to his job and the citizens of Storey County; and

WHEREAS, GARY HAMES has served with distinction, earning the respect of all he works with both locally and statewide; and

WHEREAS, GARY HAMES's professional skills in several capacities have served to make Storey County a better place to live, work and play.

THEREFORE LET IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor GARY HAMES for exemplary service to the people of Storey County, Nevada this 20th day of June 2017.

PASSED and ADOPTED the 20th day of June 2017.

Gary Hames talked about his 30 years of service with the County, and thanked his family.

Commissioner Gilman: When one door closes another opens – that is true with Gary. On behalf of the Committee for Economic Development and Diversification for Storey County, we are sad to see Dean retire, he will be greatly missed. Along with Dean, Gary and I have had the opportunity to attend more than one meeting with major relocating companies. Gary represented the County professionally. We say goodbye on the "fire side" and welcome and thank you for what is being done for the County's economic side and development for the future.

Public Comment:

None

Motion: In honor of 30 years of service to Storey County in multiple capacities, I make a motion to approve Resolution 17-456 honoring Gary Hames, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

10. DISCUSSION/POSSIBLE ACTION: Approve Resolution 17-457 Honoring Dean Haymore.

County Manager Whitten said there are no words to describe what Dean does and means to this County. The County would not be where it is today without Dean Haymore.

Mr. Whitten read the following Resolution:

WHEREAS, DEAN HAYMORE has faithfully served Storey County for 30 years from 1987-2017; and

WHEREAS, DEAN HAYMORE is dedicated to his job and the citizens of Storey County; and

WHEREAS, DEAN HAYMORE has served with distinction, earning the respect of all he works with both locally and statewide; and

WHEREAS, DEAN HAYMORE's professional skills in several capacities have served to make Storey County a better place to live, work and play.

THEREFORE LET IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor DEAN HAYMORE for exemplary service to the people of Storey County, Nevada this 20th day of June 2017.

PASSED and ADOPTED the 20th day of June 2017.

Mr. Haymore thanked the County for the opportunity to serve for 30 years, to meet with companies to explain the opportunities of locating in Storey County. "Team Storey" has made Storey County what it is. Mr. Haymore had a vision and a dream – never believed it would happen but it did.

Public Comment:

Shaun Smith, President-Black Eagle Consulting: Technical Engineers who have worked a long time with Dean Haymore. Thank you to Storey County, the Commission, and particularly, Mr. Haymore for vision and persistence that has opened the door for the flood of world class projects to the County and State. This company has had the honor of working with Mr. Haymore for many years. Mr. Smith thanked and congratulated Dean for his service and professionalism.

Mr. Whitten: There are thousands of other businesses that could make the same testimony from Tesla to the smallest home builder.

Kris Thompson: Dean Haymore would be at TRI in the middle of the night – watching a concrete pour, in the morning checking trenches being dug, amongst other things. This is hard on a person. Mr. Haymore did this for decades. Mr. Haymore had the commitment to do this for years, sacrificing his body and family time. On behalf of TRI and its owners, no one in this County has done more for industrial and economic development.

Mike Burgess, Pension Fund Representative: Mr. Haymore was an exceptional ambassador for Storey County. Comments Mr. Burgess received about Dean were, "is he for real", "can this really happen in the time frame he says" and a handshake guarantee is truthful. Many projects didn't go to other Counties, and even out of Nevada, because of Dean. The County, and Mr. Haymore, have put in so much time and effort to make the park (TRI) happen. Thank you to Mr. Haymore for well-representing the County.

Motion: In honor of 30 years of service to Storey County in multiple capacities, I make a motion to approve Resolution 17-457 honoring Dean Haymore, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 for the voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highland Ranches, and Virginia Ranches area of Storey County during the 2017-2018 fiscal year.

Planning Director Austin Osborne presented this item. David Smith from the United States Geological Survey is present.

Mr. Osborne: Residents of the Highlands have expressed over the years that there are issues with underground water quality and quantity in that area.

- The County and the State Engineer's office recognize there is a problem.
- The USGS, working with the County, will be able to "hone down" and study the problem in order to assist in planning for the future.
- This contract would allow a comprehensive study of the Highlands area aquifer in consideration of the 2016 Storey County Master Plan.
- The overall budget for this study is \$254,300. This is not the bill to Storey County this is a total project amount to be divided over 5 years, split 50/50, equaling \$26,000 per year. This will be a year by year contract in order for the County to take into consideration the (yearly) budget over the next 5 years.
- This item was presented to the public. There have been several meetings in the Highlands with two comprehensive presentations.
- Commissioner McGuffey asked for a full "Town Hall" process, asking residents if the study
 was wanted and if the funds should be expended for the study. It was overwhelmingly
 supported.
- This is a volunteer study. If Highlands residents would like USGS to do a study of their well, they volunteer. If residents do not want USGS involved in a study on their property - do not volunteer.
- USGS is not a regulatory agency but are surveyors.
- This study will help the County plan for the Highlands, help to be eligible for grant money and Federal assistance that might come along to help the homeowners associations and residents create a General Improvement District, import water, come up with alternatives such as more development with municipal services.
- The study is not a "water grab", it is not metering wells, or any of things that were concerning with the Legislature about critical management.
- If, in the next 10 to 20 years where the State was to say this area was a critical area of concern and wanted to limit residents ability to use wells, this type of study would enable the County to plan ahead of time and be proactive before such a move would be made by the State.

David Smith, US Geological Survey representative:

- Previous presentations have been made available on the Storey County website.
- This project would start July 1st on a year-to-year contract.
- First year focus will be on exactly where to monitor since little has been done out there.
- The second year will be testing the aquifer properties.
- Third year will be looking at geo-physics specifically the fractured aquifer and the viability of the aquifer system.
- Fourth year develop a water table map from data collected and compare to a 1984 map to see how water table has declined.
- In specific sections of the Highlands, 30% of the wells have been re-drilled. The water table decline in some areas is up to 150 feet.

Vice Chairman McGuffey: Why the delay in measuring the water level now?

Mr. Smith: Part of the problem was trying to figure out what the County's priorities were. Then aligning those with USGS as the research side, in combination with funding questions for USGS. Two wells are currently being monitored. This year they have come up at least 25 feet – from

analysis, that's about 3 years worth of water supply. Timing with budgetary requirements is probably a delay.

Vice Chairman McGuffey: The money requested, is it mostly for testing and measuring of the wells?

Mr. Smith: A combination of that. USGS is looking at a re-charge of Lousetown creek and the connection through dry years, as well as measuring precipitation in different areas to "hone in" on water budget items. The final product will be a report, with a yearly presentation to the County. The project will start July 1st.

Chairman McBride: All three (Commissioners) have seen USGS presentations at the Planning Commission. This is a good idea and the information received is going to be vital. Have any of the wells that have gone dry, been recharged? Some residents are bringing water in. Do wells that have gone dry, recharge naturally?

Mr. Smith: Not aware of any specific wells. Multiple people have advised USGS that wells have gone dry and water is being delivered. In weather like this year, wells recharge with up to 20 feet. This depends on characteristics, uses, and how well connected it is to fractures. Longevity of the recharge can be short-lived.

Public Comment:

None

Austin Osborne: Note that the contract is to be signed by County Manager Pat Whitten rather than Austin Osborne as indicated on the contract.

Motion: Based on the recommendation by staff, I, Commissioner Jack McGuffey, authorize the County Manager to approve a contract with the United States Geological Survey (USGS) up to \$30,000 for the voluntary and limited monitoring of groundwater levels and quality, aquifer conditions, and other geotechnical matters in the Virginia City Highlands, Highland Ranches, and Virginia Ranches area of Storey County during the 2017-18 fiscal year, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Second Reading Ordinance No. 17-275 amending Storey County Code (Title 17 Zoning) 17.10 and 17.12 pertaining to marijuana and medical marijuana establishments, including prohibition of allowed uses, special uses, accessory uses, or temporary uses within all zoning districts, and other properly related matters.

Austin Osborne presented this item. Deputy District Attorney Keith Loomis gave a comprehensive analysis and description of this ordinance at the First Reading. Per Mr. Loomis, the words "commercial cultivation" are to be added to prohibited uses in the Ordinance.

Chairman McBride: Can changes be made after the First Reading?

Outside Counsel, Robert Morris: Specific changes can be made as long as included in the motion with a caveat that it is subject to the District Attorney's approval.

Public Comment:

None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve Second Reading of Ordinance No. 17-275 amending Storey County Code (Title 17 Zoning) 17.10 and 17.12 pertaining to marijuana and medical marijuana establishments, including prohibition of allowed uses, commercial cultivation, special uses, accessory uses, or temporary uses within all zoning districts, and other properly related matters, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Transfer of Appropriations in the General Budget in the amount of \$513,500.

Comptroller Hugh Gallagher: NRS 354.5978005 gives the County authority to augment the budget with excess revenues, higher-than-anticipated ending fund balances, or decrease of expenditures within funds.

A total of \$338,000.00 from Contingency will be transferred to various General Fund Departments and Special Revenue Funds. Mr. Gallagher reviewed amounts going to each department.

\$175,000.00 will be transferred between various Functions/Funds. Mr. Gallagher reviewed transfers in each department.

Vice Chairman McGuffey: On the Community Development overtime – the \$30,000 is because of Tesla? Shouldn't Tesla be picking up that tab?

Mr. Whitten: It is not just because of Tesla, things are popping all over the place - the County agreed to a fixed price for the use of third-party inspectors to take pressure off the County inspectors.

Public Comment:

None

Motion: I move to approve the transfers of appropriations within General Fund Departments and Special Revenue Funds pursuant to NRS 354.598005 in the amount of \$513,500.00, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. RECESS TO CONVENE THE 474 FIRE PROTECTION DISTRICT BOARD

15. DISCUSSION/POSSIBLE ACTION: Transfer of Appropriations in the 474 Fire District in the amount of \$54,500.

Mr. Gallagher reviewed 474 Fire District Transfer of Appropriations in the amount of \$54,500 from Contingency to various accounts.

Public Comment:

None

Motion: I move to approve the transfers of appropriations within 474 Fire District General Fund Department pursuant to NRS 354.598005 in the amount of \$54,500, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

16. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 17-460 an augmentation of the 474 Fire District Mutual Aid Fund in the amount of \$58,000.

Mr. Gallagher: The Mutual Aid Fund was designed to account for labor, assets on all projects outside of the 474 Fire District. This is always an estimated amount, this year there was more than anticipated. There will always be an augmentation in the Mutual Aid Fund.

Mr. Gallagher reviewed the transfers from contingency in the amount of \$54,500. This amount will bring the budgeted amounts closer to actual.

Public Comment:

None

Motion: I move to approve Resolution 17-460 which accepts the Augmentation for the 474 Fire District Mutual Aid Fund pursuant to NRS 354.598005 in the amount of \$58,000, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

17. DISCUSSION/POSSIBLE ACTION: Storey County Fire Protection District Cooperative Agreement and Annual Operating Plan with the Truckee Meadows Fire Protection District.

Fire Chief Jeff Nevin stated this an annual renewal of an agreement along with a 5-year cooperative agreement with Truckee Meadows Fire Protection District.

The agreement provides service to either agency free of charge for the first 24 hours with the ability after that to be able to bill (for services). These documents update the rates and the legal-ese.

Public Comment:

None

Motion: I move to approve the approve the Cooperative Agreement and Annual Operating Plan between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

18. DISCUSSION/POSSIBLE ACTION: Storey County Fire Protection District 2017 Operating Plan between the USDA, Forest Service Humbolt-Toiyabe National Forest and the USDI Bureau of land Management Carson City District.

Fire Chief Nevin: This is an annual update of the five-year plan signed last year with the Federal agencies, giving the County the ability to assist these agencies as well as enabling those agencies to contact Storey County Fire for assistance.

Public Comment:

None

Motion: I move to approve the approve Operating Plan between the Storey County Fire Protection District and the USDA, Forest Service Humbolt-Toiyabe National Forest and the USDI Bureau of Land Management Carson City District and authorize the Chairman to sign and Fire Chief to sign, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

19. ADJOURN TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD

20. DISCUSSION/POSSIBLE ACTION: Transfer of appropriations in the Water and Sewer Funds in the amount of \$3,000.

Comptroller Hugh Gallagher: This transfer of appropriations is for salaries of \$3,000 for unanticipated increases in staff.

Public Comment:

None

Motion: I move to approve the transfers of appropriations within Storey County Water Fund pursuant to NRS 354.598005 in the amount of \$3,000, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (Summary: Yes=3)

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

23. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 17-461, setting the Tax Rate Levy for 2017/2018

Commissioner Gilman requested this item be pulled for future discussion in the face of the coming change. Setting the tax rate levy would not be in keeping with the request to lower the tax rates. Mr. Gilman feels it would not be appropriate in face of the up-coming change.

Chairman McBride: Isn't there a timeframe issue when this needs to be done?

Mr. Gallagher: Yes, it was in February - or March. This is for authorization of the tax rate for this coming year. I believe Commissioner McGuffey is implying a change for the year 18-19. The 17-18 year has already been done and filed with Department of Taxation. This is clean-up in the form of a

Resolution. I understood that workshops to be held in July were to discuss a change for the 18-19 year.

Commissioner Gilman: Does not understand this, and will be taking a firm position to not approve this tax rate and wants to see it lowered for this 17-18 year.

Clerk/Treasurer Vanessa Stephens: In order to open the fiscal year and start the tax role, that tax rate needs to be approved. Because the first (meeting) date in July is cancelled, that date is not available to set the rate. Tax bills cannot be done and sent out, and the tax roll cannot be completed until this resolution is passed.

Mr. Whitten: A special meeting could be held on July 5th or 6th. The answers can be received from the Department of Taxation by then. It is suggested this be continued and this item discussed at a special meeting.

Commissioner Gilman: Will be drawing a line in the sand and takes the position that he wants to see the tax rate for the residential community lowered in 2017-18.

Mr. Gallagher: It will not only be for residential but also for all businesses.

Mr. Whitten: Believes this is an accurate statement. Rolling the tax rate back has been discussed in the last few months. Once the analysis is complete it can be presented at a special meeting.

Commissioner Gilman: Can something be set for the end of next week?

Mr. Gallagher: A letter was received from the Department of Taxation in February regarding change in tax rate. The letter was returned to the Department indicating that the rate was not going to be changed and is not sure what the Department of Taxation will do. This will be given the best shot it can if this is what the Commission wants.

Mr. Whitten: The letter to the Department of Taxation in March is typically the staff's recommendation and not officially changing the tax rate. That is what this process is. A special meeting will be scheduled.

Commissioner Gilman: Mr. Gallagher has indicated in the past that there may be alternatives regarding this.

Mr. Gallagher: The possibility of giving rebates has been previously discussed. This has been addressed with Tom Gransbury and the Department of Taxation. According to Taxation it doesn't appear this has ever been done. The hesitation is that last year the County abated \$5 million in taxes. And there is concern about the tremendous amount of infrastructure out there (TRI).

There was discussion regarding a date for a special meeting.

Mr. Whitten recommends 10:00 AM on Friday, June 30th.

Motion: I move to re-schedule Resolution 17-461 setting the tax rate levy for fiscal year 2017-18 to June 30th at 10:00AM in this Courtroom, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

24. DISCUSSION/POSSIBLE ACTION: Variance 2017-008 by Insurance Auto Auctions. The applicant requests a use variance allowing a previously permitted non-conforming use to remain inplace under existing ownership conditions. The proposed use subject to the variance request is outdoor storage of inoperable motor vehicles and auctioning of those inoperable vehicles at portions of subject property located at 4086 Peru Drive, McCarran (Tahoe-Reno Industrial Center), Storey County, Nevada, APN 005-071-16.

Item continued to August 15, 2017.

Chairman McBride called for recess at 1:27 PM Meeting reconvened at 1:38 PM

25. DISCUSSION/POSSIBLE ACTION: 2010-011-A1-2017 Special Use Permit Amendment by Encore DEC, Mike Burgess. The applicant requests an Amended Special Use Permit to convert an existing diesel fuel production facility to a renewable plant-based oil feedstock diesel fuel production facility. Modifications to the existing facility include installation of hydrotreatment process unit, hydrogen reformer, additional storage tanks, an operations building, a fire protection building, new roadway access and a rail spur. The project includes a request for additional height, up to 90 feet in height for proposed structures/equipment onsite. All improvements will be located at 611 Peru Drive, McCarran (Tahoe Reno Industrial Center), Storey County, Nevada, APN 005-031-14

Planner Kathy Canfield presented this request for an amended Special Use Permit which will include amendments and rehabilitation of the site.

- A different fuel process will be utilized than was previously used.
- This will still be diesel fuel production but will use plant-based fuels.
- It was determined that an amended SUP is needed due to use of different and hazardous materials in the processing.
- The two hazardous materials used will be methane and hydrogen generated in one area and immediately used in another.
- The State of Nevada has determined that 10,000 lbs for each of these materials reaches the threshold requirements of hazardous materials.
- Applicant has worked with the Fire District and a review was conducted by a third party.
- After reviewing all proposed mitigation procedures, the Fire Department is looking at this as more for combustible concerns not necessarily the hazardous materials.
- With the mitigation procedures, the Fire Department is comfortable with the applicant is proposing to do.
- A condition was added calling for participation in the Fire Apparatus Program in TRI, to be determined at the building permit stage.
- The Planning Commission recommended approval with inclusion of the foregoing condition.

Mr. Whitten: Thank you to applicant, Mike Burgess, for cooperating with the Fire Department. The County looks forward to the re-purposing of a building that has been long vacant.

Public Comment:

None

Kathy Canfield read the Findings of Fact:

The applicant requests an Amended Special Use Permit to convert an existing diesel fuel production facility to a renewable plant-based oil feedstock diesel fuel production facility. Modifications to the existing facility include installation of hydrotreatment process unit, hydrogen reformer, additional storage tanks, an operations building, a fire protection building, new roadway access and a rail spur. The project includes a request for additional height, up to 90 feet in height for proposed structures/equipment onsite. All improvements will be located at 611 Peru Drive, McCarran, Storey County, Nevada, APN 005-031-14.

The Amended Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

The subject property is located within an existing industrial neighborhood in the McCarran area of Storey County. The zoning is based on the 1999 Storey County Zoning Ordinance which identifies this property as I-2 Heavy Industrial. The proposed diesel fuel production facility requires an Amended Special Use Permit.

Granting of the Amended Special Use Permit, with the conditions of approval listed in Section 4 of this report, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to building and fire plan review in order to ensure compliance with federal, state and other codes.

The Special Use Permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.

The conditions under the Special Use Permit do not conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial and 17.62 Special Uses.

Granting of the Special Use Permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

This Amended Special Use Permit allows for additional height up to a maximum of 90 feet for proposed structures/equipment onsite.

Motion, In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board, and in compliance with the conditions of approval, I, Commissioner Jack McGuffey, move to approve Amended Special Use Permit 2010-011-A1-2017 to convert an existing diesel fuel production facility to a renewable plant-based oil feedstock diesel fuel production facility. Modifications to the existing facility include installation of hydrotreatment process unit, hydrogen reformer, additional storage tanks, an operations building, a fire protection building, new roadway access and a rail spur. The project includes a request for additional height, up to 90 feet in height for proposed structures/equipment onsite. All improvements will be located at 611 Peru Drive, McCarran, Storey County, Nevada, APN 005-031-14.

Kathy Canfield read the Fire Department Recommended Conditions of Approval: The use on the subject property must comply with special requirements of Storey County and the Storey County Fire Protection District for accessing buildings and structures exceeding 55 feet in height, including requirements to mitigate financial and other impacts caused by the increased building and structure height, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

26. DISCUSSION/POSSIBLE ACTION: Discussion and comments on possible amendments to Storey County Code (SCC) including comprehensive update to Title 16 Subdivisions; SCC 17.10 definitions related to zoning; SCC 17.12 setbacks and special use permitting for certain accessory structures in the R1 residential zone; removing certain building and site design standards from SCC 17.56 Planned Unit Developments; amending the process for planned unit development applications and approvals in SCC 17.56, and creating a building and design standards manual applicable to certain subdivision maps, parcel maps, planned unit developments, multi-family residential complexes, uses located within the Industrial Professional zone, and certain shopping center complexes, and other related matters.

Senior Planner Austin Osborne gave an update on the possible amendments to Title 16 and Title17 correcting language regarding how to apply for a planned unit and subdivision. The purpose of having this item on the agenda is to let the public once again know that these amendments are being worked on. At this point, this item is out for anyone to ask the Commission and staff questions about where this is going, otherwise the amendments will continue to be drafted.

Public Comment:

Nicole Barde, Storey County Resident: Currently, are there any applications for these residential areas in the industrial area? Are there any anywhere in the County?

Mr. Osborne: There are no applications for planned unit developments or subdivisions. None are occurring in Storey County at this time.

Ms. Barde: The planned unit development in Painted Rock is not going to happen?

Mr. Osborne: At this time there are no applications for this and nothing is going on. It is known there is interest in the area.

Ms. Barde: It has been mentioned that you might be looking at ways to minimize high density if a developer wants to do a project – say, in the Painted Rock area – that perhaps (that developer) could be acreage in the Highlands and keep it in reserve, or in a conservancy. Is that in any way part of the Master Plan?

Mr. Osborne: Yes, in the Master Plan - through public workshops - the public indicated an interest in this concept, called transfer development rights. The Master Plan does provide for ordinances that would allow for transfer development rights and how the County would like to structure it.

27. DISCUSSION/POSSIBLE ACTION: Licensing Board Second Readings:

- A. CHIPBLASTER, INC. Contractor / 13605 S. Mosiertown ~ Meadville, PA (Contractor)
- B. SCHOELER OF AMERICA, INC. Contractor / 11220 Elm Lane ~ Charlotte, NC (machinery)
- C. CONSTRUCTION SAFETY EXPERTS Pro / 7032 Copperleaf Place ~ Cary, NC (safety consultant)
- D. SOUTHEASTERN SEATING Contractor / 903 E 17th Ave ~ Tampa, FL (bleacher assembly)
- E. CAIRE Contractor / 4 Rue Nicolas Copernic ~ 41100 Vendome FRANCE (machine installation)
- F. COTMAC ELECTRONICS, INC. Pro / 830 Kirts Blvd ~ Troy, MI (engineer)
- G. THE BRUNCH BOX, LLC General / 450 McClur Circle ~ Sparks (food truck)
- H. SIMAC TECH S.R.L. Contractor / via Delindustria 24/26 Fiorano Modenese ITALY (machine installation)
- I. SILVER QUEEN SISTERS dba Cobb Mansion Bed & Breakfast General / 18 S A (bed and bkfst) VC
- J. QUALITY DESIGN SERVICES, INC. Pro / 3914 Highwood Pl ~ Okemas, MI (engineering)
- K. TYRELL RESOURCES, INC. Contractor / 275 Hilltop Drive ~ Redding, CA (contractor)
- L. BEE CLEEN CARPET & GLASS General / PO Box 21932 ~ Carson City (office cleaning)
- M. TEST RESEARCH USA, INC. General / 832 Jury Ct ~ San Jose, CA (sales and service of equipment)
- N. PRECISION CRANE & HOIST SVCS. Contractor / 2047 Pabco Rd ~ Henderson, NV (crane service)
- O. JJRT, LLC General / 1284 Cedar Book Court ~ Gardnerville (contractor)
- P. ZIMMER GROUP US, INC. Contractor / 1095 7th Street ~ Hickory, NC (machinery)
- Q. HEMI SYSTEMS Contractor / 126 Industrial Drive ~ Maysville, GA (rigging contractor)
- R. ANDERSON LOCK AND KEY Contractor / 601 Pyramid ~ Sparks (locksmith)
- S. CALHOUN & POXON CO., INC. Contractor / 5330 Alhambra Ave ~ Los Angeles (machinery)
- T. EDGEWATER AUTOMATION, LLC Contractor / 481 Renaissance Dr ~ St. Joseph, MI (equip install)
- U. TEC GROUP, INC. General / 850 Stephenson Hwy ~ Troy, MI (staffing)
- V. KINETIC SYSTEMS, INC. Contractor / 4900 Prospectus Dr ~ Durham, NC (contractor)
- W. WHR DESIGN PC Pro / 201 Fuller Road, FL5, Albany, NY (architect)
- X. JETT SOLUTIONS, LLC Contractor / 7322 N Hwy 8a ~ Duncan, OK (contractor)
- Y. NOZATO ELECTRICAL ENG & CONST Contractor / 2-4-1 Kashiwazato Osaka JAPAN (Contractor)
- Z. VALIANT INTERNATIONAL, INC. Contractor / 6555 Hawthorne Dr ~ Windsor CANADA (equip install)
- AA. KURTEC, INC. Contractor / 10449 Copper Cove Dr ~ Ft. Wayne, IN (automation)
- BB. GIGAIMPLIANTI, LLC Contractor / 4650 Wedekind Rd ~ Sparks, NV (equipment installation)
- CC. WACHTER, INC. Contractor / 16001 W 99th St ~ Lenexa, KS (contractor)

DD. OOKSAN IMT CO., LTD - Contractor / 1316 Hammadero Gyeongurn KOREA (equipment installation)

EE. ZOLLERN GMBH & CO KG - Contractor / Hitzkofer Strasse Sigmaringen GERMANY (equip installation)

FF. CLOCKWORK - General / 423 Delaware Street ~ Kansas City, MO (staffing)

GG. OSE / VALEO - Contractor / 2 chemin du Pullousard, 49130 Los Ponts-de-ca FRANCE (machine install)

HH. NEXTGEN SRO - Contractor / 24ES Cadca SLOVAKIA (equipment installation)

II. SEBASTIAN SOBOTA - HB / 414 Ave de la Bleu de Clair ~ Lockwood (handyman)

JJ. SPARK TALENT ACQUISITION, INC. – General / 701 S Carson Street ~ Carson City (staffing) KK. SHAHEEN BEAUCHAMP BUILDERS, LLC – Contractor / 318 N Carson St ~ Carson City (contractor)

LL. SIGNAL X TECHNOLOGIES, LLC - Contractor / 15800 Centennial Dr ~ Northville, MI (equipment install)

MM. HINO SYSTECH CORPORATION - Pro / 1-20-2 Minamirokugo, Otaku, Tokyo JAPAN (engineer)

NN. UNDERGROUND VIDEO TECHNOLOGY, INC. - Contractor / 65 McCart ~ Fernley (sewer cleaning)

OO. TESLA, INC. - General / 201 Ireland Drive (warehouse material storage) TRI

PP. GEMA USA, INC. - Contractor / 4141 W 54th St ~ Indianapolis, IN (equipment installation)

QQ. EVAPCO, INC. - Contractor / PO Box 1300 ~ Westminster, MO (warranty work)

RR. MTM-CS LP - Contractor / 1170 Howell Hill Rd ~ Atlanta, GA (equipment installation)

SS. ANGUIL ENVIRONMENTAL SYSTEMS, INC. - Contractor / 8855 N 55th St ~ Milwaukee, WI (equip install)

TT. DL AUTOMATION & CONTROL SYSTEMS - Contractor / 13/14 PremBhgyan Bundar MUMBAI (cont.)

On behalf of Community Development, Pat Whitten recommended approval of all items A through TT.

Public Comment:

None

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

28. PUBLIC COMMENT (No Action)

Comptroller Hugh Gallagher: Spoke with Kelly Langley, a supervisor at the Department of Taxation, regarding the tax rate issue. When the tax rate was submitted in February – it was the tax rate that was going to be used with next year's budget. That budget, with that tax rate, has been approved. Consequently, as long as the final budget has been approved, it is Ms. Langley's opinion that nothing can be done until the 17-18 year. That budget will begin in February and at that time, the tax rate can be changed. Mr. Gallagher will meet with District Attorney Langer to see where the legal side is. Ms. Langley is not with the Attorney General's Office. It is likely that this Resolution is

merely a formality and probably should have been done when the information was sent to Department of Taxation in February or March.

Mr. Whitten: Recommends getting this information from the Department of Taxation in writing so that a legal foundation for any action can be determined. The February action was, to the best of his knowledge, not done by the Commission – it was simply (Taxation's) question about whether or not the County was going to raise the rate or keep it the same. Historically, the answer has been the same. Mr. Whitten was told that in Legislative years, there is an opportunity to re-open the budget by the end of June. This may be related to Legislative issues only.

Chairman McBride: This gives the County a 10-day window for the Comptroller to do the research and analysis.

Gold Hill Resident, Sam Toll: Once again asked that Public Comment be moved to the beginning of the meeting rather than at the end.

29. ADJOURNMENT

The meeting was adjourned by the Chair at 2:06 PM

30. 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 4277 and Storey County Sheriff's Office Employees Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting.

Respectfully submitted,

Vanessa Stephens Glerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017

[] Approved

[] Denied

Estimate of Time Required: 0-5 min.

[] Approved with Modification

[] Continued

gend	a Item Type: Regular Agenda
1.	<u>Title:</u> Approval of minutes for June 30, 2017.
2.	Recommended motion: Approve as submitted.
3.	Prepared by: Vanessa Stephens
	Department: Clerk Contact Number: 775.847.0969
4.	Staff Summary: Minutes of the June 30, 2017 Storey County Commissioners Board meeting.
5.	Supporting Materials: See attached
6.	Fiscal Impact: 0
7.	<u>Legal review required:</u> No
8.	Reviewed by:
	Department Head Department Name: Clerk
	County Manager Other Agency Review:
9.	Board Action:



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JUNE 30, 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, Comptroller Hugh Gallagher, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Administrative Officer/Planning Director Austin Osborne, Sheriff Gerald Antinoro, Community Relations Director Cherie Nevin, Management Analyst Jessie Fain, Director of Security Melanie Keener, Erik Schoen with Community Chest, and Virginia City Senior Center Director Stacey Gilbert.

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.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 30, 2017

Administrative Officer Austin Osborne requested item 4I of the Consent Agenda be heard as part of the regular agenda.

Public Comment:

None.

Motion: Approve Agenda for June 30, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

4. CONSENT AGENDA

I Approval of Memorandum of Understanding between Storey County and the Storey County Senior Center.

Community Outreach Cherie Nevin: The County is owner of the real estate known as the Storey County Senior Center. In 2005, the Senior Center was established as a non-profit organization with a Board of Directors. Last year there were many changes with the Senior Center, including appointment of a new director - Stacey Gilbert. Ms. Gilbert got the Center back on-track and where it should be. During this time, a Memorandum of Understanding was developed and is presented today. The Memorandum clarifies what the County does, what the Senior Center does, and how both entities can work together to provide the best services to the seniors in Storey County.

Ms. Gilbert will assist with the Lockwood Senior Center.

In the budget process, the Commission approved that the Senior Center Director would be a County employee. This will bring continuity to the operation of senior services – providing effective services.

Ms. Nevin reviewed changes to the Memorandum:

- Item #2: Strike the last sentence "the funds so appropriated shall be retained by the County Treasurer for the benefit of the corporation." Funds are sent quarterly to the Senior Center.
- Page 2, #5: Strike the first paragraph relating to the Comptroller the Senior Center does all of its own accounting for the funds given to them. The paragraph will now state: "the Comptroller will provide all payroll processing for the Senior Center Director and other future County employees employed to work at the Senior Center.

Motion: Approve Memorandum of Understanding, as amended, between Storey County and the Storey County Senior Center, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

5. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports Erik Schoen, Community Chest:

- Regarding the construction, the dirt work has been completed and the foundation has been started. Wall construction will begin in August.
- A "farmers market" is held every Wednesday which is run by the children attending the summer program.

Keith Loomis, Deputy District Attorney:

A published opinion has been received from the Nevada Supreme Court upholding the Board of County Commissioners' action denying liquor licenses to the Delta and Bonanza Saloons.

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

Vice Chairman McGuffey:

- The monthly NACO meeting was held last week. An interesting item discussed was "marijuana day". Storey County has opted out - therefore will not be receiving tax revenue from sales. However, the County will receive \$88,000 per year from taxes collected. It is recommended that these funds be used for law enforcement.
- 7. DISCUSSION ONLY (No Action): Approval of Resolution 17-463 in support of Fulcrum Bio-Energy's efforts to obtain bonding and funding support through the Nevada Department of Business & Industry.

Austin Osborne: Fulcrum Bio-Energy has obtained a Special Use Permit to operate a waste, fuel energy production facility and have been working to get USDA funding in place. Fulcrum has been in good standing with the County since started in 2008 and has been communicating on a regular basis regarding things that are going on at the proposed facility.

Staff is recommending approval of this Resolution which is saying to the Nevada Department of Business & Industry that Fulcrum is in good standing with the County, has been a good economic development partner, and has gone through all of the County's requirements.

Public Comment: None

Motion: I, Commissioner McGuffey, make a motion to approve Resolution 17-463 in support of Fulcrum Bio-Energy's efforts to obtain bonding and funding support through the Nevada Department of Business & Industry, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

8. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 17-461 setting the Tax Rate Levy for the 2017/2018 fiscal year.

Comptroller Hugh Gallagher: This item was continued from the last meeting where there was discussion as to whether or not the tax rate could be changed for the next fiscal year, beginning tomorrow (July 1st). It has been determined that this cannot be done as the final budget has been approved by the Tax Commission. The tax rate for the 2017-2018 fiscal year will be 3.4607.

Mr. Osborne: The team (Mr. Gallagher, Mr. Osborne, Jessie Fain, and Deputy District Attorney Keith Loomis) recognizes the request and proclamation by the Board that a tax rate reduction be made immediately.

- Unfortunately for this year, the required time in which the tax rate can be set has passed.
- The Board can direct staff to look at setting this in motion for the 2018-19 year per the previous requests.
- A resolution will be prepared for the July 18th Commission meeting, stating something of the sort that within 30 days the Comptroller's Office will recommend to the Commission a property tax reduction plan with proposed tax rates for each year during the ten year period.
- The rates should be lowered each and every year.
- It is understood that the reduction in tax rate during the early years may be smaller, with larger reductions perhaps over a period of time.
- Within 120 days of this resolution, the Comptroller will report to the Commission an estimate
 of revenues from real and personal property taxes, franchise fees, and major income sources
 for each year during the ten year period.
- A decision and report must be made to the Department of Taxation in February 2018, in order to begin July 1, 2018.

Chairman McBride: Will there be a presentation at the next meeting or will a workshop be scheduled at that meeting (July 18th)?

Mr. Osborne: Between now and then, work will be done with the Comptroller and District Attorney's office to look at what the structure will be. It would be an item – it could be a workshop with potential action.

Commissioner Gilman: At the July 18th meeting, would the intent be to establish framework to be followed in the future?

Mr. Osborne: That's correct.

Commissioner Gilman: Is a formal request needed?

Chairman McBride: Believes this was done last Tuesday. Everyone is on the same page regarding this issue of the tax rate.

Public Comment:

Sam Toll, Gold Hill Resident: It is interesting that this topic has been discussed for years, what is it - Commissioner McGuffey- that has been learned recently that prompted the call for this special meeting?

Chairman McBride: That question is not appropriate as this meeting is being held to discuss the Resolution setting the tax rate – what Mr. Toll is asking is not an agendized item.

Mr. Toll: In that case, thank you for coming forth on something that has been heard about for years and I am looking forward to seeing this take place.

Mr. Osborne: Today's meeting is not a special meeting to discuss a special item but is being held to get a Resolution to set and approve a tax rate which has to be done by now.

Motion: I, Commissioner Jack McGuffey, move to approve Resolution 17-461 setting the Tax Rate Levy for fiscal year 2017/2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

9. **DISCUSSION/POSSIBLE ACTION:** Transfer of Appropriations in the General Budget in the amount of \$178,961.00.

Comptroller Hugh Gallagher reviewed transfer of appropriations from contingency in the amount of \$178,961 to various General Fund accounts.

Public Comment:

Sam Toll: The \$45,000 being transferred for the Sheriff's Office – is this a potential action or one that has already happened? Doesn't the County the POOL insurance to potentially cover this?

Chairman McBride: Depends on how it's handled. If the County is sued and loses, the POOL will pay. If an agreement is made prior, where determination is made to settle – on advice from legal counsel, and it is suggested that it will cost less than to go to Court, that's what is done. The

deductible can be less than what is being paid out, but the premium can go up should the County lose in court.

Mr. Toll: Mr. Gallagher mentioned at the last meeting there were two items, approximately \$50-60,000 for Mr. Hames and Mr. Haymore. We are hearing now about an additional \$20,000. Can that be clarified?

Mr. Gallagher: The items for Community Development were for PERS and Medicare.

Motion: I move to approve transfer of appropriations in the General Budget in the amount of \$178,961.00, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

10. RECESS TO CONVENE THE STOREY COUNTY BROTHEL LICENSE BOARD

11. DISCUSSION/POSSIBLE ACTION: Work Card appeal by Monica Ryan.

Commissioner Gilman recused himself from discussion and vote on this item.

Applicant Monica Ryan stated she has worked for the Mustang Ranch for 15 years and has never had a revocation. Ms. Ryan reviewed background information.

Sheriff Antinoro discussed the background checks for Ms. Ryan. Nothing would preclude Ms. Ryan from obtaining a work card.

Public Comment:

None

Motion: I motion to reinstate work card to Monica Ryan, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Chairman McBride, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

12. ADJOURN TO CONVENE AS THE 474 FIRE DISTRICT BOARD

13. DISCUSSION/POSSIBLE ACTION: Transfer of Appropriations in the 474 Fire District in the amount of \$23,000.00

Mr. Gallagher: This is an additional transfer of appropriations from contingency. Mr. Gallagher reviewed the accounts affected by the transfers.

Public Comment:

None

Motion: I make a motion to approve the transfer of appropriations within the 474 Fire District General Fund Department pursuant to NRS 354.598005 in the amount of \$23,000, Action: Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

15. PUBLIC COMMENT (No Action)

Sam Toll: Once again asking to move the Public Comment section of the meeting from the end to the beginning. Mr. Toll had a discussion with Ms. Langer who indicated she would talk to Chairman McBride regarding this. It sends the right message to the Public, that they come first.

Hugh Gallagher: Sincere thanks to Jessie Fain and Jennifer McCain for assistance with the appropriations. Steps will be taken in the future to insure these items (appropriations) will be done sooner.

16. ADJOURNMENT

The meeting was adjourned by the Chair at 10:49 AM

Respectfully submitted,

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	8/1/1/	Estim	ate of time required:
Agenda: Consent [x]	Regular agenda [] Public hearing	required []
			urk Cobell, managing member of wy., McCarran, Nevada.
2. Recommended mo General Licens Nevada.	tion: I motion to se for Electric Ave	approve as part on nue Hotel LLC loc	f the consent agenda the first reading, cated at 795 USA Pkwy., McCarran,
3. Prepared by: Bran	dy Gavenda, Admi	inistrative Assistar	nt A
Department: SCSC)		Telephone : 775-847-0959
			licant is Turk Cobell, managing 95 USA Pkwy., McCarran, Nevada.
5. <u>Supporting materi</u>	als: See attached	Agenda letter	
6. Fiscal impact: No	ne		
Funds Availab	le: F	und:	Comptroller
7. <u>Legal review requi</u>	ired:	_ District Attorne	у
8. Reviewed by: _X_ Departm	ent Head	Department N	ame: Gerald Antinoro
County N	/Janager	Other agency	review:
9. Board action: [] Approv [] Denied	-	Approved with	h Modifications

Agenda Item No.



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro Sheriff

July 18, 2017

To:

Vanessa Stephens, Clerk's Office

Pat Whitten, County Manager

Fr:

Brandy Gavenda

Please add the following item(s) to the August 1, 2017 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

A. General Business License – Turk Cobell, Managing Member, 795 USA Pkwy., McCarran

LIQUOR BOARD

First Reading:

B. On & Off Sale Liquor License – Turk Cobell, Managing Member, 795 USA Pkwy., McCarran



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0 min

end	a Item Type: Consent Agenda	
1.	<u>Title:</u> For possible action: Approval of accounts payable claims in the amount	of payroll claims in the amount of \$869,429.60 and of \$976,650.81.
2.	Recommended motion: Approve as p	part of the Consent Agenda.
3.	Prepared by: Vanessa Stephens	
	Department: Treasurer	Contact Number: 775.847.0969
4.	Staff Summary: Attached.	E .
5.	Supporting Materials: See attached	
6.	Fiscal Impact: Attached	
7.	Legal review required: No	
8.	Reviewed by:	
	Department Head	Department Name: Treasurer
	County Manager	Other Agency Review:
9.	Board Action:	
	[] Approved	[] Approved with Modification
	[] Denied	[] Continued

Report No: PB5480ST Run Date : 07/20/17 PC

VENDOR

NUMBER

FUND-DEPT INVOICE #

7/21/17 DATE EARTHSTONE FIRE FUEL DESCRIPTION POSTAGE

STOREY COUNTY PURCHASE CARD REGISTER

TOTAL

AMOUNT

CARD Page

> TRANS# 7/21/17 7/21/17 7/21/17 7/21/17 GOODWIN FIRE FUEL EARTHSTONE FIRE FUEL DOZER REPAIRS GOODWIN FIRE FUEL R74 CONE CERT TESTING

CERT TESTING 7/21/17
NEW BC RIG SUPPLIES 7/21/17
BRIANHEAD FIRE FUEL 7/21/17
BRIANHEAD FUEL 7/21/17
BRIANHEAD FUEL 7/21/17
FRE6029-TIRES 7/21/17
FR21844-TIRES 7/21/17
SOSS905-ENGINE MOUNTS 7/21/17 RUSSELL USPS 071317
SMITH LOVES COUNTRY
SYDER GOLDEN GATE
SNYDER LOVES COUNTRY
SNYDER NAPA AUTO
SNYDER PILOT
SPELTZ GRAINGER T.CURTIS

61.35 162.32 350.18 560.55 55.69 276.61 100.84 100.00 100.00 26.10

THOMSEN LOWES
TILLISCH CHEVRON
TILLISCH RIDLEYS FAM
TILLISCH SILVER RAGI
TRENT- MC TIRE
TRENT-MC TIRE

17,970.20 17,970.20

TRENT-OREILLY

Card Total

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Report No: PB1390 Run Date: 07/20/17 CHECK FISCAL NUMBER YEAR RECORD# VENDOR NAME

759 2018

STEPHENS, JESSICA

89509

STOREY COUNTY
TYPED CHECKS REGISTER
CHECK CHECK
TOTAL DATE AMOUNT

TUITION REIMBURSE

INVOICE#

DESCRIPTION

Page

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1,970.00 7/20/17

1,970.00

TYPED CHECKS TOTAL

1,970.00

DATE ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Report No: PB1390 Run Date : 07/21/17 CHECK FISCAL NUMBER YEAR RECORD# VENDOR NAME

ACME TEXTURE SOURCE LLC

2017 10952

89510

STOREY COUNTY
TYPED CHECKS REGISTER
CHECK CHECK
TOTAL DATE INVOICE# AMOUNT

3,042.05

3,042.05 7/21/17 54326 5/30/17

DATE

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

3,042.05

TYPED CHECKS TOTAL

COMPTROLLER

TREASURER

COMMISSIONER

CHAIRMAN

COMMISSIONER

DESCRIPTION

CURTAIN WALL SUPPORT

Page

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STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 07/09/17 07:57:14

Payroll Type: Deductor

Check Date: 07/09/17

Check/ Emp #/ DD # Ded # Payee

Amount

Total Deductor Checks:

Approved by the Storey County Board of Commissioners:

COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

Page 2 FINAL

Total User Transfer for EFTPS:

193,343.46

00.

COMMISSIONER

Rept: PR0510A Run: 07/09/17 08:04:04

Payroll Type: Deductor

Check Date: 07/09/17

Total User Transfer for EFTPS:

Total Deductor Checks:

Approved by the Storey County Board of Commissioners:

COMMISSIONER CHAIRMAN

COMMISSIONER

Page 2

STOREY COUNTY PAYROLL SYSTEM Check Register

Check/ Emp #/ DD # Ded # Payee

111,021.22

00.

Amount

COMPTROLLER

TREASURER

Page 5 FINAL STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 07/12/17 13:07:59

Payroll Type: Regular Check Date: 07/14/17
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ Emp #/ DD # Ded # Payee

Amount

Period-end Date: 07/09/17

81,529.01 Total User Transfer for EFTPS:

117,242.85 1,772.00 Total Deductor Checks: Total Employee Checks: 333,858.99 14,032.75 Total Employee Deds Xferd on Dir Dep File: Total Employee Direct Deposit:

16,629.32 Total User Transfer to Deductor:

565,064.92 Total Disbursed:

Approved by the Storey County Board of Commissioners:

COMMISSIONER COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

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Page	TOWNSHIP CENSUS FEE R.P.T.T. 1.30 R.P.T.T. 55 R.P.T.T. 1.00 MARRIAGE LICENCES CIVIL ACTION DISPLACED HOMEMAKER PERSONAL PROPERTY TAX REAL PROPERTY TAX REAL PROPERTY TAX INDICENT MEDICAL INDICENT ACCIDENT	DISTRICT CRT ADMIN ASSE DIVORCE FEES ML RECORDER CERT COPY/D ML CLERK/DV FOSTER FEES
INVOICE#	4TH QTR 2017 4TH QTR 2017	17 JUNE 2017 JUNE 2017 JUNE 2017 JUNE 2017
R CHECK DATE		7/10/17
STOREY COUNTY TYPED CHECKS REGISTER CHECK UNT TOTAL		224,712.12 7/10/17
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Н CHECK TOTAL 127.46 4,500.00 30.30 251.76 4,646.00 2,039.58 60.00 43.84 60.00 727.50 230.56 152.62 1,290.59 210.26 202.00 218.90 20.00 Page 627.71 1,533.54 100.00 26.70 1,043.20 6.16 13.80 8.77 18.58 10.52 71.24 81.44 4.50 85.50 45.00 592.50 AMOUNT 4,500.00 30,30 4,646.00 2,039.58 60.00 43.84 60.00 152.62 1,290.59 109,09 60,29 40.88 202.00 230,56 218.90 20.00 100.00 627.71 81370 81370 81361 81361 81361 81361 81361 81349 81349 81286 81340 81369 81340 81369 81337 81440 TRANS# 81316 81320 81368 81434 81339 81328 81371 81403 81351 81287 81436 81436 81436 81372 81405 81403 7/21/17 7/21/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 6/30/17 6/30/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 6/30/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 5/30/17 7/21/17 7/21/17 6/30/17 7/21/17 DATE STOREY COUNTY CHECK REGISTER 7/20/17 P/0 # SO56306- HOSE ASSY, GUAGE BC-70 AUTO MNTAINER FR42552- SERP BELT STOREY CO DRUG COURT FEES WATER IMPROVE PROJ 92-07 PUBLIC ADMINISTRATION GARNISHMENT DISBURSED COMMUNITY DEVELOPMENT INVOICE DESCRIPTION CARTWRIGHT STRIPING COMMUNITY RELATIONS COMPTROLLER REST ROOM SUPPLIES BC-70- AUTO BJECT JUNE 29-30, 2017 JULY 1-12, 2017 TAX OVERPAYMENT ST 75 LAUNDRY ST 71 LAUNDRY ST 72 LAUNDRY ST 75 LAUNDRY ST 74 LAUNDRY LOADER-GASKETS EMS SUPPLIES EMS SUPPLIES AUG SUPPORT TASERS X 2 WWTP KEYS JULY 15 SHOP SHOP CH CAMELOT PARTY RENTALS INC CITY OF CARSON TREASURER BUSINESS & PROFESSIONAL CAPITAL CITY AUTO PARTS CENTRAL SANITARY SUPPLY CASHMAN EQUIPMENT CORP APEX GRADING & PAVING AXON ENTERPRISE, INC BURRELL, SCOTT LEWIS COMMUNITY CHEST INC BRANDON, RUSSELL D CELLCO PARTNERSHIP BURTON'S FIRE INC ALL COMSTOCK LLC ALPINE LOCK INC BENDER, DEBORAH BERNARD, SHARON AIRGAS NCN INC CLEWELL, LEO CASELLE INC Report No: PB1315 Run Date : 07/20/17 CHECK ALSCO INC VENDOR 89373 89380 89382 NUMBER 89374 89375 89376 89377 89378 89379 89381 89384 89388 89383 89386 89389 89391 89392 89393 89385 89387 89390

PB1315	07/20/17
Report No:	Date :
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Page 189.80 46.93 30.10 6.00 24.00 256.00 595.48 333.97 396.00 169.00 107.25 17.50 AMOUNT 1,621.58 12.00 82.03 12,500.00 103.12 81402 81411 81359 81359 81341 81406 81336 TRANS# 81435 81415 81341 81374 81318 81363 81408 81288 81288 81288 81408 81408 81408 81408 81408 81408 81408 81408 81363 81408 81408 81408 7/21/17 6/30/17 6/30/17 6/30/17 7/21/17 6/30/17 6/30/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17 DATE STOREY COUNTY CHECK REGISTER 7/20/17 P/0 # NOTICE OF INTENT FILE APP VSU STOP51 GRANT JUNE2017 800 PERI RANCH LCKWD CENT PW36545- OIL SEALS
PW63742 U JOINT
SO56306 GASKET
SO56306- ORINGS, REFILLS
SO56306- TIRE STRINGS
SO56306 RAPID SEAL
SO56306 EXPAN VLV FR56340- THERMO, ANTIFRZ SO56306-RELAY SERV56405- FAN BELT VCSC SUBURBAN-STARTERS DOZER 74 MAINTENANCE NOP ORD 17-275 ANNUAL SUMMARY RPTS INVOICE DESCRIPTION SO66023-LUBE FILTER FR P-71 V-POWER SO56306- COMPRESSOR TRAILER 74 REPAIRS COMM DEVELOPMENT POOL CONCESSIONS JUNE 29-30, 2017 PW63742- U JOINT JULY 1-12, 2017 ROOT INOCULANT SO66025 RELAY FLT PERFORM COSTCO HRS COMERCIAL CARD CROP PRODUCTION SERV INC COMSTOCK CHRONICLE (VC) ELLIOTT AUTO SUPPLY INC COMSTOCK GOLD MILL LLC ECONOMIC DEV AUTHORITY DISH DBS CORPORATION DX-10 INC VENDOR 89395 CHECK NUMBER 89394 89396 89397 89398 89399 89400 89401

N 929.45 CHECK TOTAL 718,25 298.00 17.50 3,032.87 12,500.00 82.03 765.02 32,829.00 188.02 51.71 61.81 48,399.03 2,040.00 13,567.38 535.00 32,829.00 51.71 3,897.50 188.02 61.81 81288 81408 81289 81438 81317 81290 81297 81297 81297 81290 81409 81297 7/21/17 7/21/17 7/21/17 7/21/17 6/30/17 6/30/17 6/30/17 6/30/17 6/30/17 6/30/17 7/21/17 7/21/17 7/21/17 6/30/17 FEMA REHAB PROJECT COSTS
VC SEWER IMPROVEMENT
GIS SERVICES
MAP OPTIX 2017-18 1/2 HOOK-LIFT, SWAP LDR, WATER COFFEE- LOCKWOOD CENTER VC SEWER IMPROVEMENT

PROJECT KICKOFF

FARR WEST ENGINEERING

FARMER BROS CO

COPIER LEASE

EWING IRRIGATION PRODUCTS

EVERBANK COMMERCIAL FIN

ENOVEN INDUSTRIES LLC

89402 89403 89404 89405 89406

IRRIGATION

PB1315	
No:	
Report	,
Re	

Report N Run Date	Report No: PB1315 Run Date : 07/20/17	STOREY COUNT	COUNTY STER 7/20/17			Page 3
CHECK	VENDOR	INVOICE DESCRIPTION P/O #	DATE	TRANS#	AMOUNT	CHECK
89407	FCC COMMUNICATIONS, LLC					70,838.91
89408	FERGUSON ENTERPRISES INC	50% DEPOSIT STAR2STAR	7/21/17	81373	10,500.23	10,500.23
89409	PERRELLGAS LP	STOCK WATER MATERIALS	7/21/17	81414	1,850.07	1,850.07
89410	FLAG STORE OF NEV INC-THE	ST 74 PROPANE 141 C - 1096071071	6/30/17	81354	79.76	449.73
89411		FOR C STREET	6/30/17	81298	495.00	495.00
89412	T PETR	COURTROOM- AC CIRCUIT BRD	6/30/17	81413	938.00	938.00
		TRI DSL 552 / UNL 582 LW UNL 303 / DSL 95 LW UNL 3196 / DSL 100	7/21/17 7/21/17 7/21/17	81418 81418 81418	2,113.96 776.28 554.45	
89413	GRAINGER		11/12/1	0 T # T 0		۳.
89414	GRANITE CONSTRUCTION CO	JANITORIAL SUPPLIES	6/30/17	81293	235.50	235.50
89415	GRANSBERY, TOM	MISC PATCH	7/21/17	81420	839.56	839.56
21700	CIT DEMONSTRUCTURE CON	6X45 8X45	7/21/17 7/21/17	81419 81419	270.00 360.00	630.00
01#6	GIR INVESTMENTS LLC	POND PEAK - UTILITIES POND DEAK OURD COUNTY	71/21/7 71/21/7	81398 81398 81449	355.83 40.00	000
89417	HAT, LTD		21/20/2			
89418	SERVISIDE ARRESTS HOLL	ROADS	6/30/17	81294	1,357.44	2,714.88
89419	HISTORIC FOURTH WARD SCHO	VCTC	7/21/17	81459	2,012.97	2,012.97
		JULY 1-12, 2017	7/21/17	81376	189.00	
		. '	6/30/17	81376	24.00	i.
89420	HOME DEPOT CREDIT SERVICE		11/17/1	81376	346.50	04.464
89421	HOT SPOT BROADBAND INC	6 PORT POWER STRIP BATTERIES TRASHCAN CORD	7/21/17 7/21/17	81458 81458	74.89	79.86
89422	ONI LABORENI	ST72 INTERNET	7/21/17	81457	82.50	82.50
20409	MI TOM COMI NIGHTHION NOGI		6/30/17	81453	136.00	136.00
		NT147/STOREY JULY 17 SHRED BIN CONSOLE 1/2	7/21/17 6/30/17	81446 81299	458.89 268.77	727.66
F7F60	TIT BOOKER PER	CARDS FOR ID PRINTER SOLARWINDS MONITORING SW TOWNED CARD SOL ADDITED	6/30/17	81322 81450	70.71	
2040 2010	0.11 def.	SWITCHES FOR TRI COMDEV OFFICE 2016 COMDEV	7/21/17	81450 81450	5,042.85	7,421.63
		T-75 GAS PRESSURE SENDER	6/30/17	81295	737,28	

PB1315	1/20/1
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Report N Run Date	Report No: PB1315 Run Date : 07/20/17	STOREY COUNTY CHECK REGISTER	TY 7/20/17			Page	4
NUMBER	VENDOR	INVOICE DESCRIPTION P/O #	DATE	TRANS#	AMOUNT	CHECK	
89426	KAHL COMMERCIAL INTERIORS					737.28	
89427	KIECHLER, CHRISTIAN A	ACCORDIAN WALL @ST75 TRNG	6/30/17	81312	6,000.00	6,000.00	
89428	LEDIARD, MAIT OR CANDI	JULY 1-12, 2017	7/21/17	81377 81377	13.00	463.00	
89429	LIFE-ASSIST INC	JULY 8	7/21/17	81423	100.00	100.00	
0	C P C C C C C C C C C C C C C C C C C C	FIRELINE MEDIC SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	7/21/17 7/21/17 7/21/17 7/21/17	81364 81364 81364 81364	1,426.26 262.32 30.80 77.00	1,796.38	
	LIQUID BIUE EVENIS LLC		6/30/17	81342	10,229.31	10,229.31	
00 00 00 00 00 00 00 00 00 00	LIOUID BLUE RVENTS 1.1.C		6/30/17	81461	425.00	2,125.00	
89433	MACKAY MANSION		7/21/17	81378	130,500.00	130,500.00	
		JUNE 29-30, 2017 JULY 1-12, 2017	7/21/17 6/30/17 7/21/17	81400 81343 81400	52.50 22.00 462.00	536.50	
89434	MADISON, SCOTT & LISA	100X100 FIBER	7/21/17	81451	2,342,48	2,342.48	
89435	MERRITI COMMUNICATIONS IN	REPLACEMENT HEADSETS REPLACEMENT AMP	7/21/17 7/21/17	81395 81395	239.99		
		MUTUAL AID OFFICE SUPP PAPER & FOLDERS	7/21/17 7/21/17	81433 81365 81338	168.31 332.41 243.62		
1000	BETTER CELEBRATION CONTRACTOR		7/21/17 7/21/17 7/21/17	81452 81396 81416	12.28 344.72 27.46	1,128.80	
n t h o	NORTH HOUSE INCE VALUE	OPERATING SUPPLIES OPERATING SUPPLIES POOL- CHEM PEED POOL CHEM FEED REPAIRS	6/30/17 6/30/17 6/30/17 6/30/17 6/30/17	81355 81355 81296 81296 81296	144,74 8.99 122.93 81.54	r. « « « « « « « « « « « « « « « « « « «	
89438	NACCA	ANNITAT. DITES	1/20/6	4.6	0 0	0 0	
89439	NEV ADMIN BLDG & GROUNDS		6/30/17	81314	9,150.12	9,150.12	
, ,	Aby CONFIRCIBER	BNCE PEE	6/30/17 6/30/17 6/30/17 6/30/17	81454 81454 81454 81454	75.00 20.00 200.00 410.00		
89441	NEV DEPT HIMAN RESOURCES	กลื่อน	6/30/17	81454	3,897,33	5,078,33	
89442	NEV DEPT PUBLIC SAFETY	MAY 2017 COUNTY MATCH	6/30/17	81334	3,113.52	3,113.52	
		FINGERPRINTS & BACKGROUND	6/30/17	81323	1,160.00		

3,169.00 18.00 48.00 154.00 110,00 75.00 120.00 75.00 AMOUNT 10.00 125,00 100.00 50.00 50,00 39,00 6.45 15,02 188.47 235,88 391:68 90:06 434:49 1,092.00 2,750.00 120.00 81455 81410 81280 81305 81380 81462 81285 81304 81304 81344 81382 81447 81439 81379 81324 81431 81381 81382 81465 81391 81391 TRANS# 81437 81380 81284 81391 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 5/30/17 7/21/17 6/30/17 5/30/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 6/30/17 5/30/17 7/21/17 7/21/17 6/30/17 DATE STOREY COUNTY CHECK REGISTER 7/20/17 # 0/d RENO TAHOE WHERE GST BOOK REROOF ON SO/DA BUILDING REROOF ON SO/DA BUILDING TRADE NAME REGISTRATION MINING DOM FEE / STOREY CENTRAL STATION MONITOR FONER, OFFICE SUPPLIES 4 GAS MONITOR SUPPLIES COURT HOUSE MONITORING TAX OVERPAYMENT-POTTS INVOICE DESCRIPTION 5/29/17-6/25/2017 NAC RENEWAL FY18 JULY 1-12, 2017 JUNE 29-30, 2017 INMATE PHYSICAL FEES COLLECTED MONTHLY PORTAL SEALS, O RING CLERK OFFICE ON THE SIDE GRAPHICS & SI NEVADA POWER PRODUCTS, INC PEDLEY KNOWLES & COMPANY NEVADA LEGAL SERVICE INC NEVADA OCCUPATIONAL HLTH LLC NEV LEGISLATIVE COUNSEL NEV SECRETARY OF STATE PROTECTION DEVICES INC NEV DIV OF MINERALS OFFSITE DATA DEPOT, OUTFRONT MEDIA LLC PETRINI, ANGELO D NEVADA BLUE LID OFFICE DEPOT INC POTTS, JENNIFER NEV TREASURER PEREZ ROOFING Report No: PB1315 Run Date : 07/20/17 CHECK PESTO INC VENDOR 89443 89445 89459 89444 89446 89447 89448 89449 89450 89451 89452 89457 89460 NUMBER 89453 89454 89455 89456 89458 89461

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TOTAL 1,160.00 10.00 125.00 100.001 50.00 188.47 6.45 50.00 39.00 110,00 15.02 235.88 481,68 434,49 1,092.00 6,169.00 2,750.00 220.00 465,00 187,126.75 2,686.19 280.00 275.93 75.00 140.00 89.53 187,126.75 2,686.19 583.52 81428 8142B 81463 81335 81460 81391 81460 81302 7/21/17 7/21/17 6/30/17 7/21/17 7/21/17 6/30/17 7/21/17 JAIL COPIER FIX MAINT EXP PUBLIC WORKS MONITORING ST 75 MONITORING CONF CNTR MONITORING VCH- RESTROOM RENTAL MT-RESTROOM RENTAL ST71 COLOR COPIER JUNE WWTP SLUDGE AFRICA, T PUBLIC AGENCY COMPENSATIO PUBLIC EMPLY RETIREMENT RAY MORGAN CO INC (CA)

RAPID SPACE LLC

89462 89463 REFUSE, INC

89465

89464

Report N	Report No: PB1315 Run Date : 07/20/17	STOREY COUNTY CHECK REGISTER 7/7	7/20/17			Page 6
CHECK	VENDOR	INVOICE DESCRIPTION P/O #	DATE	TRANS#	AMOUNT	CHECK
89466	RENO DEALERSHIP GROUP LLC		,			583.52
89467	RENO GREEN LANDSCAPING IN	BC TRUCK	6/30/17	81356	41,181.25	41,181.25
89468		1705 PERU MAINT	7/21/17	81425	373.00	373.00
89469	RENO TAHOE SPECIALTY INC	COMMISH OFFICE PAINT	7/21/17	81424	149.05	149.05
89470		GIFT SHOP MERCHANDISE	7/21/17	81383	162.00	162.00
89471	RONS REFERENCE ATTOM	RESERVE ACCT 45839842	7/21/17	81432	100.00	100.00
		POOL FREEZER REPAIR	6/30/17	81306	337.74	337.74
89473	SAINT MARYS ARTCENTER INC	EMS SUPPLIES	6/30/17	81357	207.00	207.00
70.70	F	JUNE 29-30, 2017	6/30/17	81345 81345	6.00 S.00	9.00
87474	SHC GLOBAL SERVICES IN LD	ICL/SCIS	41/10/1	10710		
		FIRE/IKI CLERK	7/21/17	81421	2.03	
		RECORDER	7/21/17	81421	1.54	
		FIRE (VC)	7/21/17	81421	. 95	
		SHERIFF	7/21/17	81421	7.66	
		SHRR TER	71/21/17	81421	2.71	
		COMPTROLLER/ADMIN	7/21/17	81421	10.98	
		FIRE/LOCKWOOD	7/21/17	81421	.37	
		FIRE (VC)	7/21/17	81421	14.20	
		ASSESSOR	7/21/17	81421	32.09	
		CENTRAL DISPATCH	7/21/17	81421	25.46	
		DA	7/21/17	81421	.02	
		FIRE (VC)	7/21/17	81421	1.13	
		PLANNING	7/21/17	81421	99. 20	
89475	SBC GLOBAL SERVICES INC		11/77/1	01421	76.67	74/.12
		847-7500 VCTC 252-6412-COMMUNICATIONS	7/21/17	81315	79.59 FF 877 F	
	***************************************	847-0962 JOP	7/21/17	81315	65.55	3,903.45
87476	SESMA, KAY	SERVICE SERVICES	6/30/17	81360	00 001	200
89477	SHERMARK DISTRIBUTORS INC		1000		00.656	000
		INMATE MILK INMATE MILK	7/21/17	81331 81331	53.20	106.40
89478	SHOAF, BRIAN ALLEN	710c CL-1 V.HT.	71/10/1	000	c u	C
89479	SHOLER, KATHLEEN M		17/77/1	# 0 n H 0	00.20	06.30
89480	SIERRA CONTROL SYSTEMS		7/21/17	81385	200.00	200.00
19491	4	FLOW METER AT BULLION	6/30/17	81307	1,987.50	1,987.50
100	SCOTINETE GENERAL WINE & S	GIFT SHOP MERCHANDISE	7/21/17	81386	825.40	825.40
89482	SPB UTILITY SERVICES INC					

674.22

6/30/17 81308

JUNE SUPPORT

TOTAL 674.22 CHECK 93.87 532.51 9,744.51 677.72 261.15 4,215,00 238.08 2,100.00 15.00 3,409.00 2,074.22 653.12 70.00 160.58 Page 9,725.51 35.00 357.00 54.00 3,073.00 462.00 234.00 30.00 330.00 420.00 72.00 6.00 115.00 2,268.00 16.00 182.95 143.03 1,628.63 237.80 40.00 1.50 22.00 462.00 100.00 50.00 6.65 3.93 AMOUNT 677.72 93.87 2,100.00 15.00 653.12 70.00 81281 81387 81387 81346 81347 81388 81388 81348 81388 81348 81388 81426 81389 81389 81389 81350 81350 81350 81350 81427 81309 81291 81401 81390 81330 81394 81394 81394 81394 TRANS# 81311 81456 81397 81397 81397 81397 6/30/17 7/21/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 6/30/17 6/30/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 7/21/17 7/21/17 7/21/17
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7/21/17 5/30/17 5/30/17 6/30/17 7/21/17 6/30/17 6/30/17 7/21/17 7/21/17 DATE STOREY COUNTY CHECK REGISTER 7/20/17 P/0 # SOLD DSL SHOULD BE STW SOLD DSL SHOULD BE STW JULY 1-12, 2017 4TH JULY PORTA POTTIES PROPERTY TAX RECEIVED PW REG 601 / DSL 202 VCH DSL 250 INVOICE DESCRIPTION JUNE 29-30, 2017 JULY 1-12, 2013 JUNE 29-30, 2017 JULY 1-12, 2017 JULY 1-12, 2017 1705 PERU -W/S 1705 PERU -IRR PER TR 510112 PH IND, GLUE HOSE, LUBE FOR ASSESSOR SHERIFF 2/3 C. PARKER R. EWING VCTC GH DEPOT RENEWAL UNITED SITE SERVICES OF N STAR2STAR COMMUNICATIONS VIRGINIA & TRUCKEE RR CO TAX MANAGEMENT ASSC INC TRI GENERAL IMPROVEMENT SUPERIOR POOL PRODUCTS ST CO SCHOOL DISTRICT ST CO SCHOOL DISTRICT THE TOMBSTONE COMBOYS SUN PEAK ENTERPRISES THOMAS PETROLEUM LLC US POSTOFFICE (VC) CO WATER SYSTEM ST CO TREASURER TEST NOTICE LLC Run Date : 07/20/17 Report No: PB1315 VENDOR VCTC ST 89483 89484 89485 89486 89489 89490 89493 NUMBER 89487 89488 89492 89498 CHECK 89491 89494 89495 89496 89497

3.00

Report No: PB1315 Run Date : 07/20/17 CHECK NUMBER

CHECK 6,146.00 50,007.92 1,314.00 2,167.00 2,472.00 2,509.75 32,838.50 1,135.88 204.00 108.60 29.95 Page 110.00 139.50 3,582.00 594.00 781.00 44.00 528.00 22.00 1,576.00 220.00 1,250.00 2,837.50 275.00 50.00 AMOUNT 50,007.92 2,167.00 2,509.75 1,135.88 204.00 29.95 81352 81397 81352 81397 81466 81399 81399 81353 81399 81399 81358 81366 81333 81326 81325 81325 81329 81319 81310 81430 81397 81283 TRANS# 7/21/17 6/30/17 7/21/17 6/30/17 7/21/17 7/21/17 7/21/17 6/30/17 7/21/17 7/21/17 6/30/17 6/30/17 7/21/17 6/30/17 6/30/17 7/21/17 6/30/17 7/20/17 7/21/17 6/30/17 6/30/17 6/30/17 7/21/17 DATE STOREY COUNTY CHECK REGISTER 7/20/17 P/0 # LOCKWOOD MEALS- JUNE 2017 DNA TESTING NRS 176.0915 FORENSIC INVESTIGATION TOXICOLOGY TESTING FORENSIC CONTRACT INVOICE DESCRIPTION VOLUNTEER SUPPORT MEYER SEAS UNIFORM LOBBYIST SERVICES PRINCIPAL ON NOTE JUNE 29-30, 2017 JUNE 29-30, 2017 JULY 1-12, 2017 TTL COLIFORM QUANT TRAY REIMBURSE AUTOPSY WASHOE CO SHERIFFS OFFICE WASHOE COUNTY SENIOR SERV WESTERN ENVIRONMENTAL LAB VIRGINIA CITY HIGHLANDS VIRGINIA CITY TOURS INC VIRGINIA HIGHLANDS VFD WASHOE COUNTY, NEVADA WALKER & ASSOCIATES WASHOE CO CORONER WIERZBICKI, JASON VENDOR 89499 89500 89501 89503 89505 89502 89506 89504 89507 89508

728,482.33

CHECKS TOTAL

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECK DATE 7/20/17					
CHECK DA	COMPTROLLER	TREASURER	CHAIRMAN	COMMISSIONER	COMMISSIONER
728,482.33	COMPT	TREASURER	CHAIRMAN	COMMI	COMMI
CHECKS TOTAL					



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	August 1, 2	2017	Estimate of time required: 1 min
Agenda: Cons	ent [X] Regular aş	genda []	Public hearing required []
1. Title: For po	ossible action appro d Roll pursuant to N	oval of the NRS 361.2	e Assessor's Log of Changes made to the 2017-18
2. Recommend Roll	ded motion Appro	ove the A	ssessor's Log of Changes made to the 2017-18 Secured
3. Prepared by	y: Jessie Fain for Ja	ına Seddo	on
Departmen	t: Assessor		Telephone: 847-0961
4. Staff summ	ary: Procedural ma	atter per l	NRS 361-310
5. Supporting	materials: 2017-1	8 Log of	Changes
6. Fiscal impa	ct: Assessed Value	increase	of \$84,048,127
Funds A	Available: n/a	Fun	d: Comptroller
7. Legal reviev	w required:		District Attorney
8. Reviewed by	y: epartment Head		Department Name: Assessor's
Othe	ounty Manager		Other agency review:
	n: Approved Denied	[]	Approved with Modifications Continued Agenda Item No

NRS 361.310 Time and manner for completion of assessment roll; closing and reopening of roll as to changes; appeal of

changes; log of changes to secured roll.

1. On or before January 1 of each year, the county assessor of each of the several counties shall complete the assessment roll, and shall take and subscribe to an affidavit written therein to the effect that he or she has made diligent inquiry and examination to ascertain all the property within the county subject to taxation, and required to be assessed by the county assessor, and that he or she has assessed the property on the assessment roll equally and uniformly, according to the best of his or her judgment, information and belief, at the rate provided by law. A copy of the affidavit must be filed immediately by the assessor with the Department. The failure to take or subscribe to the affidavit does not in any manner affect the validity of any assessment contained in the assessment roll.

2. The county assessor shall close the roll as to all changes on the day he or she delivers it for publication. The roll may be

reopened beginning the next day:

(a) For changes that occur before July 1 in:

Ownership;

Improvements as a result of new construction, destruction or removal;

(3) Land parceling;

(4) Site improvements;

(5) Zoning or other legal or physical restrictions on use;

(6) Actual use, including changes in agricultural or open space use;

(7) Exemptions; or

(8) Items of personal property on the secured roll;

(b) To correct assessments because of a clerical, typographical or mathematical error; or

- (c) To correct overassessments because of a factual error in existence, size, quantity, age, use or zoning, or legal or physical restrictions on use.
- 3. Any changes made after the roll is reopened pursuant to subsection 2 may be appealed to the county board of equalization in the current year or the next succeeding year.
- 4. Each county assessor shall keep a log of all changes in value made to the secured roll after it has been reopened. On or before October 31 of each year, the county assessor shall transmit a copy of the log to the board of county commissioners and the Nevada Tax Commission.

[15:344:1953] — (NRS A 1963, 210; 1975, 1657; 1979, 81; 1987, 816; 1991, 1426; 1993, 92, 176, 182; 2005, 2657)

I CERTIFY THAT THE ASSESSMENTS AND OTHER INFORMATION PROVIDED HEREIN ARE IN ACCORDANCE WITH THE NEVADA REVISED STATUTES AND THE REGULATIONS OF THE NEVADA TAX COMMISSION.

COUNTY: Storey County ROLL: 2017-18

DATE (6-35-17

			DATE	60	8			
DATE	PARCEL NUMBER	NUMBER	DD TWO	CODE	A	ASSESSED VALUE CHANGE	NEW CHANGE	COMMENT
12/27/16	002-141-18	SAME	H-4	-!		20,198	14,440	CORRECT VALUE TO MATCH LIKE SURROUNDING PROPERTIES
12/27/16	001-054-11	SAME	H-4			13,656	8,779	CHANGE I
1/03/17	001-246-13	SAME		572.00	G-1		2,640	NEW VET EXEMPT, USE ON HOME
1/17/17	001-086-19	SAME	J-1			55,495	37,482	STIPULATED AGREEMENT PER PROFIT AND LOSS STMNT
1/20/17	001-056-01	SAME	H-4			463	175	CORRECTION FOR NON-BUILDABLE PROPERTY
1/20/17	002-023-08	SAME	H-4			1,990	500	CHANGE LUC TO 160 SPLINTER OR UNBUILDABLE
1/20/17	002-021-01	SAME	H-4			3,604	500	CHANGE LUC TO 160 UNBUILDABLE PROP
1/25/17	001-057-01	SAME	H-3			45,015	45,003	CORRECT FOR AGE OF PORCH ROOF
1/26/17	002-041-18	SAME	J-1			10,062	5,785	CORRECTION ON USEABLE SIZE OF PARCEL
1/26/17	001-071-01	SAME	۲- ۲-			5,545	4,025	CORRECT USEABLE SF AND VALUE ACCORDINGLY
1/26/17	002-041-20	SAME	с і - -			753	500	CBOE CORRECTION FOR UNBUILDABLE PROPERTY
1/26/17	002-052-24	SAME	J-1			10,832	8,190	CBOE CORRECTION OF USUABLE LAND SF AND VALUE
1/26/17	002-052-25	SAME	T-1			1,154	175	CBOE CORRECT VALUE FOR LAND LOCKED AND UNDERSIZED
1/26/17	002-041-20	SAME	H-4			500	175	ENTRY ERROR CORRECTION
1/26/17	002-061-01	SAME	J-1			3,291	175	CHOE PROB UNBUILDABLE AT THIS TIME
1/26/17	002-061-12	SAME	J-1			1,298	175	CBOE SPLINTER PROP WITH NO ACCESS
1/26/17	002-062-02	SAME	J-1			8,518	2,512	CBOE CORRECT USEABLE LAND AND ADJUST VALUE ACCORD
1/26/17	002-062-03	SAME	J-J			1,780	175	CHOE CORRECTION FOR TOPO
1/26/17	002-062-42	SAME	J-1			3,248	500	CHOE CORRECTION FOR TOPO
1/26/17	002-062-44	SAME	J-1		_	655	175	CBOE CORRECTION FOR TOPO
1/26/17	002-062-59	SAME	T-D		_	990	175	CORRECT LUC TO ROAD EASEMENT
1/26/17	002-071-01	SAME	J-1			9,042	4,521	CBOE AT MOD FACTOR FOR TOPO OF PROPERTY
1/27/17	002-071-38	SAME	J-1			2,333	175	CBOE TOPO AND VALUATION CORRECTION
1/27/17	002-071-39	SAME	J-1			3,145	175	CBOE TOPO AND VALUATION CORRECTION
1/27/17	002-072-02	SAME	J-1			5,951	175	CBOE TOPO AND VALUATION CORRECTION ALL MINE TAILIN
1/27/17	002-082-07	SAME	J-1			837	175	CBOE TOPO AND VALUATION CORRECTION MINE TAILING
1/27/17	002-083-05	SAME	J-1			2,215	175	CBOE TOPO AND VALUATION CORRECTION
1/27/17	002-083-08	SAME	J-1			7,241	175	CBOE TAILING STEP DOWNS ACCESS ROADS STEEP GRADE
1/27/17	002-141-08	SAME	J-1			19,900	14,925	CBOE REDUCTION DUE TO POWERLINE/EASEMENT PLACEMENT
1/27/17	002-141-07	SAME	H-4			24,877	18,676	CORRECTION FOR TOPO OF PROPERTY
1/27/17	002-141-08	SAME	H-4			14,925	11,206	TOPO CORRECTION SHOULD HAVE BEEN MADE B4 25% REDUC
1/27/17	002-141-09	SAME	J-1			19,050	16,345	CBOE TOPO CORRECTION
1/27/17	002-141-10	SAME	J-1			14,927	11,206	CBOE CORRECTION FOR ACCESS THRU TAILINGS
F-2			3					
						PAGE 1		

PAGE 1

I CERTIFY THAT THE ASSESSMENTS AND OTHER INFORMATION PROVIDED HEREIN ARE IN ACCORDANCE WITH THE NEVADA REVISED STATUTES AND THE REGULATIONS OF THE NEVADA TAX COMMISSION.

COUNTY: Storey County ROLL: 2017-18

_, Assessor For Storey County

DATE OF CHANGE	PARCEL NUMBER	NEW	LAND	GODE	X X	E	VALUE CHANGE	COMMENT
CHANGE	OLD	NEW	_	d	ਸ ×	1		COMMENT
1/30/17			-	TWEN E.E.	22.0	CLIO	NEW	
	002-181-06	SAME	J-1	_		800	175	CBOE CORRECTION NON BUILDABLE MINING PIT WALL
1/30/17	002-181-09	SAME	J-1			1,518	175	CBOE DEEP MINING PIT AND WALLS
1/30/17	002-191-01	SAME	J-1			6,084	175	CBOE CORRECT FOR STEEP PIT WALLS AND ROADS
1/30/17	002-201-12	SAME	J-1			536	175	CBOE NON BUILDABLE DUE TO RR TRACKS
1/30/17	002-201-32	SAME	J-1			870	175	CBOE CORRECT FOR TOPO AND RR TRACKS
1/30/17	002-211-02	SAME	J-1			552	175	CBOE CORRECTION FOR MINING PIT WALLS
1/30/17	002-231-01	SAME	J-1			3,652	1,890	CBOE CORRECTION FOR TOPO AND BUILDABLE AREA
1/30/17	002-241-01	SAME	J-1			691	175	CBOE ON EDGE OF PIT WITH EROSION ISSUES
2/02/17	002-141-05	SAME	J-1			15,775	11,831	ADD 25% REDUCTION FOR CRMS CLEANUP FOR RES PROP
2/02/17	002-141-08	SAME	J-1			11,206	8,405	ADD 25% REDUC FOR CRMS CLEANUP ON RES PROP
2/02/17	002-141-09	SAME	J-1			16,345	12,259	ADD 25% REDUCTION FOR CRMS CLEANUP ON RES PROP
2/02/17	002-141-10	SAME	J-1			11,206	8,405	ADD 25% REDUCTION FOR CRMS CLEANUP ON RES PROP
2/02/17	001-054-13	SAME	J-1			16,320	13,052	CORRECTION DUE TO COMPACTION ISSUES & COST TO CURE
2/28/17	004-171-09	SAME	C-3				33,554	PARCEL REACTIVATED
2/28/17	004-171-09 005-011-39 005-011-13 005-011-13 005-011-129 005-011-14 004-171-12		იიიიიიი			33,554 18,576 10,286 5,088 9,182 24,169		PARCEL KILLED
2/28/17	004-171-13 004-171-13	005-011-51	C-2		C-2		67,470 67,470	PARCELS COMBINED
2/28/17	005-011-51		C-3		C-3	67,470 67,470		PARCEL KILLED PARCEL KILLED
2/28/17	005-011-51	004-171-14	Q-1				24,151	PARCEL CREATED BY SPLIT
2/28/17	005-011-51	004-171-15	C-1				9,132	PARCEL CREATED BY SPLIT
2/28/17	005-011-51	005-011-52	C-1		C-1		175 175	PARCEL CREATED BY SPLIT PARCEL CREATED BY SPLIT
2/28/17	005-011-51	005-011-53	C-1				18,556	PARCEL CREATED BY SPLIT
2/28/17	005-011-51	005-011-54	C-1				10,224	PARCEL CREATED BY SPLIT
2/28/17	005-011-51	005-011-55	C-1				175	PARCEL CREATED BY SPLIT
2/28/17	005-011-51	005-011-56	C-1				4,951	PARCEL CREATED BY SPLIT
2/28/17	005-011-52 005-011-52 003-033-21 003-033-21 003-023-05		0-3 0-3 0-3	C-3	C-3	25, B25 6,300 6,300		PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED
3/10/17	003-033-21	003-033-47 003-033-47	C-2	C-2			25,829 10,500	PARCELS COMBINED PARCELS COMBINED
F-2	8							

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I CERTIFY THAT THE ASSESSMENTS AND OTHER INFORMATION PROVIDED HEREIN ARE IN ACCORDANCE WITH THE NEVADA REVISED STATUTES AND THE REGULATIONS OF THE NEVADA TAX COMMISSION.

COUNTY: Storey County ROLL: 2017-18

, Assessor For Storey County

퍼 - N	4/05/17	4/04/17	4/04/17	4/04/17	4/04/17	3/28/17	3/28/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/27/17	3/21/17	3/21/17	3/20/17	3/20/17	3/20/17	3/20/17	3/10/17	3/10/17	CHANGE	DATE	
	001-254-02	005-111-59	005-111-59	001-254-02	001-254-03	003-271-07	003-122-06	005-011-59	005-011-59	005-011-59	005-011-59	005-011-57	005-011-57	005-011-57	005-011-57	005-011-57	005-011-56	005-011-56 005-011-55 004-171-15	003-081-65	003-111-32 003-081-65 003-111-02 003-111-32	003-141-21	003-141-21 003-141-21 003-132-13 003-132-13	003-162-02	003-162-02 003-162-02 003-162-01	003-543-02	005-101-10	OTTO	PARCEL	
,		005-111-61 SAME		SAME	SAME	SAME	SAME	005-011-63	005-011-62	005-011-61		005-011-60	005-011-59	005-011-58	004-171-16		005-011-57		003-081-76 SAME		003-141-27		003-162-17		SAME	SAME	NEW	PARCEL NUMBER	
,	C-3	C-1 H-4	C-3	H-2	H-2			C-1	C-1	C-1	C-3	C-1	C-1	C-1	C-1	C-3	C-2	ထူထူထ မြမ်မ	C-2	ထိုထို	C-2	င် ပိုင်ပို	C-2	0.0 0.0			LAND		DATE
	C-3																		H-4	C-3	C-2	C-3	C-2	C-3	F-1	J-1	IMPR P.	CODE	H
,				_		G-1	G-1										_									-	P. EX		
PAGE 3	14,078 27,025	234,823	234,823	24,272	14,277						2,467					14,083		4,951 175 9,132		57,424 4,200 5,200 2500		100,256 4,200 4,200 4,200		39,408 4,200 4,200	5,577	281,221		ASSESSED VALUE CHANGE	
		234,823		27,025	14,250	1,320	2,640	278	175	2,087		2,438	2,467	2,522	6,757		14,083		13,650 57,424		100,256		39,408		22,710	1	NEW	LUE CHANGE	
	PARCEL KILLED PARCEL KILLED	CORRECTION DUE TO SPLIT ERROR	PARCEL KILLED	ROS CHANGED PROPERTY SF	ROS ON PROPERTY CHANGED SF	NEW EXEMPTION, WILL USE ON PROPERTY	NEW VET EXEMPT	PARCEL CREATED BY SPLIT	PARCEL CREATED BY SPLIT	PARCEL CREATED BY SPLIT	PARCEL KILLED	PARCEL CREATED BY SPLIT	PARCEL KILLED	PARCELS COMBINED	PARCEL KILLED PARCEL KILLED PARCEL KILLED	PARCELS COMBINED RES VALUES LEFT OFF DURING SPLIT	PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED	PARCELS COMBINED	PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED	PARCELS COMBINED	PARCEL KILLED PARCEL KILLED PARCEL KILLED	MH TO REAL	CBOE IMPROVEMENT CHANGE		AAAAA				

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COUNTY: Storey County ROLL: 2017-18

Y Assessor For Storey County

ROLL: 2017-18	7-18		DATE					
DATE	PARCEL NUMBER	NUMBER	-	CODE		ASSESSED VALUE	LUE CHANGE	
CHANGE	Н	NEW	LAND II	IMPR P.P	EX	OLD	NEW	COMMENT
4/05/17	001-254-02	001-254-04	C-1	C-1			14,078 12,766	PARCEL CREATED BY SPLIT
4/05/17	001-254-02	001-254-05	C-1				14,286	PARCEL CREATED BY SPLIT
4/06/17	001-195-05		QQ_3			2,143 3,212		PARCEL KILLED PARCEL KILLED
4/06/17	001-195-05	001-195-11	C-2				13,584	PARCELS COMBINED
4/13/17	004-171-16	SAME	H-4			6,757	6,300	CORRECTION OF SPLIT
4/14/17	003-314-06	SAME	_	F-1		5,935	24,684	MH TO REAL
4/17/17	001-015-07	SAME			G-1	1,320		PROPERTY SOLD REMOVING SELLERS PERSONAL EXEMPTION
4/17/17	003-015-18	SAME		_	G-1	2,640		PROPERTY SOLD REMOVE SELLERS PERSONAL EXEMPTION
4/26/17	003-555-02	SAME			G-1		3,960	EXEMPTION RENEWAL RECVD
4/27/17	001-024-05	SAME		H-4		32,708	32,683	REMOVING LUMP SUM ERROR
4/27/17	001-132-22	SAME		H-2		92,419	92,213	CORRECTING SIZE OF CONCRETE
4/27/17	001-148-02	SAME	_	H-2		37,610	38,861	CORRECT SQ FT OF RESIDENCE
5/01/17	003-191-49	SAME		B-1		67,492	73,330	ADDITIONAL LIVING AREA IN GARAGE
5/02/17	005-061-37 005-061-36 005-061-37		GC -33	C-3		2,682,750 248,581 186,764		PARCEL KILLED PARCEL KILLED PARCEL KILLED
5/02/17	005-061-36	005-061-44	C-2				435,345	PARCELS COMBINED
5/02/17	005-061-44		C-3			435,345		PARCEL KILLED
5/02/17	005-061-44 005-061-44	005-061-45 005-061-45	C-1	C-1			2,682,750 241,459	PARCEL CREATED BY SPLIT PARCEL CREATED BY SPLIT
5/02/17	005-061-44	005-061-46	C-1				210,296	PARCEL CREATED BY SPLIT
5/02/17	005-061-45 005-061-45 005-061-38		GG-23	C-3		2,682,750 241,459 121,842		PARCEL KILLED PARCEL KILLED PARCEL KILLED
5/02/17	005-061-45 005-061-45 005-061-47	005-061-47 005-061-47 SAME	00-22	C-2		36,331	2,682,750 36,331 359,920	PARCELS COMBINED PARCELS COMBINED LOT CONSOLIDATION
5/05/17	003-012-06	SAME			G-1		19,800	NEW EXEMPTION FOR 2017-18
5/17/17	003-161-15	SAME		B-1		20,579	78,361	NEW RES 100% COMPLETE
5/17/17	004-271-43	SAME		B-1		39,174	46,783	NEW DET GARAGE
5/17/17	003-393-05	SAME	_	B-1		105,965	108,726	NEW CARPORT
5/17/17	003-014-47	SAME		B-1		32,217	52,888	NEW ADDITION AND DET GAR
5/17/17	003-172-08	SAME		B-1		93,360	112,003	NEW METAL BLDG
5/17/17	003-182-01	SAME		B-1		55,071	63,313	2 STORY ENCL PCH
5/17/17	003-411-10	SAME		8-1		69,409	73,155	RES 100% COMPLETE
Ħ-2			9	-	8	PAGE 4		

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I CERTIFY THAT THE ASSESSMENTS AND OTHER INFORMATION PROVIDED HEREIN ARE IN ACCORDANCE WITH THE NEVADA REVISED STATUTES AND THE REGULATIONS OF THE NEVADA TAX COMMISSION.

ROLL: 2017-18 COUNTY: Storey County

__ Assessor For Storey County

ROLL: 2017-18	7-18		DATE			
DATE	PARCEL NUMBER	NUMBER	CODE	ASSESSED V	VALUE CHANGE	
CHANGE	QTJ0	NEW	LAND IMPR P.P.			MMENT
5/17/17	003-461-34	SAME	B-1	-	4,677	NEW WELL
5/17/17	003-321-34	SAME	B-1	29,744	30,513	NEW SHED
5/18/17	003-283-14	SAME	H-4	29,116	17,046	CORRECT FOR ONLY 55% COMPLETE
5/19/17	003-381-17	SAME	B-2	90,173	83,559	GARAGE BURNED
5/19/17	003-461-04	SAME	H-4	111,138	112,067	CORRECTING SIZE: WOD, ROOF, ADDING OMITTED ROOF OH
5/22/17	003-052-49	SAME	B-1	42,354	45,345	NEW WELL
5/22/17	003-321-31	SAME	B-1	102,342	103,197	NEW WELL
5/22/17	003-321-47	SAME	B-1	119,014	120,305	ADD AC
5/22/17	003-351-43	SAME	B-1	50,131	49,313	HEAT NOW GEOTHERMAL PUMP
5/22/17	003-431-11	SAME	B-1		4,677	NEW WELL
5/22/17	003-442-15	SAME	B-1		4,677	NEW WELL
5/22/17	003-282-19	SAME	B-1		6,446	MH SET UP
5/22/17	001-211-01	SAME	B-1		27,366	NEW RES 30% COMPL
5/22/17	001-204-08	SAME	B-1	60,181	67,272	PORCHES AND CONC
5/22/17	001-024-14	SAME	B-1	56,583	49,232	ADDITION AND REMOVAL OF PORCHES
5/22/17	001-032-04	SAME	H-4	87,962	87,567	CORRECT FNC TYPE AND ROOF TYPE
5/22/17	001-083-03	SAME	B-1	34,511	49,069	NEW ROOF OVER OLD ROOF
5/22/17	001-091-18	SAME	B-1	28,439	28,620	SLAT BD ROOF
5/22/17	001-095-03	SAME	H-4	25,888	28,629	CORRECT DECKS
5/22/17	001-184-03	SAME	H-4	10,472	10,490	CORRECT ROOF OVER HANG
5/22/17	001-184-07	SAME	B-1		45,738	NEW RES @ 55% COMPL
5/22/17	002-052-02	SAME	B-1	17,953	19,517	ADDITIONS
5/22/17	001-255-05	SAME	B-1		9,473	NEW RES 15% COMPL
5/22/17	001-246-13	SAME	B-1	34,233	34,706	CH LINK FNC
5/22/17	001-073-20	SAME	B-1	11,597	13,110	FENCING IN BACK YARD
5/22/17	003-283-20	SAME	B-1	3,902	45,345	MH SETUP AND CONVERSION
5/22/17	003-283-19	SAME	B-1	284	39,574	MH SETUP & CONVERSION
5/22/17	003-313-02	SAME	B-1	2,324	49,072	MH SET UP AND CONVERSION
5/22/17	003-281-12	SAME	B-1	2,903	36,633	MH SETUP & CONVERSION
5/22/17	003-313-02	SAME	H-4	49,072	50,289	CORRECTION FND LEFT OFF
5/23/17	001-256-06	SAME	B-1	96,628	124,282	BASEMENT IS NOW PARTITION FINISHED
5/23/17	002-061-13	SAME	B-1	17,276	17,375	EXT STAIRS
5/23/17	001-312-09	SAME	B-1	40,790	43,326	CONC
F-2	3		-	PAGE 5		

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COUNTY: Storey County ROLL: 2017-18

DATE __ Assessor For Storey County

			DATE					
DATE	PARCEL NUMBER	NUMBER		CODE	-	ASSESSED VALUE CHANGE	TUE CHANGE	COMMENT
5/23/17	001-262-08	SAME	H-4	H-4		49,694	49,113	PP IMPROVEMENTS REMOVED FROM ROLL
5/23/17	001-251-14	SAME	B-1	<u>i</u>			76,380	NEW RES 100% COMPLETE
5/23/17	001-244-07	SAME	B-1	Ė		11,905	24,308	ADDITIONS TO 2 RES PLUS 2 GARAGES
5/23/17	001-247-12	SAME	B-1	ė.		30,951	32,440	CONCRETE
5/24/17	001-148-01	SAME	В-1	<u>i</u>		71,970	71,989	NEW RET WALL AND FNC
5/24/17	001-141-08	SAME	В-1	į.		26,762	32,536	NEW GARAGE
5/24/17	001-246-11	SAME	B-1	Ĺ			5,242	NEW RES 15% COMPL
5/24/17	001-183-10	SAME	B-1	À		55,567	65,588	ADD FINISH TO TOP FLOOR
5/24/17	001-188-03	SAME	В-2	-2		9,542	8,613	REMOVAL OF DECKS AND FENCING
5/24/17	001-061-04	SAME	B-1	Ė.		68,641	72,583	REMODEL 100% COMPL
5/24/17	001-052-12	SAME	B-1	Ė		1,336	3,015	NEW DECKS AND FENCING
5/24/17	001-058-11	SAME	H-2	-2		60,429	60,552	CORRECT SIZE OF GARAGE
5/24/17	001-132-15	SAME	B-1	Ė		2,871	5,749	REMODEL STARTED ON STRIPPED DOWN HSE 58% COMPL
5/24/17	003-161-25	SAME	B-1	Ė			4,748	NEW WELL
5/24/17	003-381-02	SAME	B-1	<u>i</u>			16,112	NEW BLDG COSTED AS RES BUT NO PERMITS OR WELL
5/24/17	005-041-24	SAME	H-2	2		7,410,313	7,427,134	BLDG LEFT OFF OF SYSTEM ENTRY FOR IND PARK
5/24/17	004-271-58	SAME	B-1	è		4,677	6,203	NEW SHED & WCP
5/25/17	003-081-49	SAME	B-1	ż		60,838	63,738	GARAGE IS 50% COMPL
5/25/17	003-081-38	SAME	B-1	À		9,752	14,088	GAR 100% NO RES YET
5/25/17	003-392-02	SAME	B-1	Ė		18,404	111,428	NEW RES 100% COMPL
5/25/17	003-371-26	SAME	B-1	Ė			4,748	NEW WELL
5/25/17	004-221-54	SAME	В-1	Ė		68,075	75,118	NEW GARAGE 100% COMPL
5/25/17	003-361-06	SAME	B-1	نر		85,223	85,609	NEW DECKS AND ROOF @ 50% COMPL
5/25/17	003-331-05	SAME	Þ	B-1		167,299	186,585	NEW STEEL BLDG 100% COMPL
5/26/17	003-361-21	SAME	Ä	B-1		42,368	45,366	NEW SHEDS
5/26/17	003-022-12	SAME	Þ	B-1		86,104	90,357	RES 100% COMPL
5/26/17	003-022-89	SAME	Þ	B-1		42,714	59,694	NEW MTL BLDG AND SHEDS
5/26/17	003-061-47	SAME	B	B-1		83,173	87,894	NEW BARN
5/26/17	003-121-06	SAME	Þ	B-1		57,738	65,265	ADDITION @ 80% COMPLETE
5/26/17	004-241-55	SAME	B-1	Ļ		100,664	106,695	NEW LARGE SHED
5/26/17	003-552-16	SAME			G-1		2,640	NEW EXEMPTION FOR SECURED
5/26/17	003-295-03	SAME			G-1		2,640	NEW EXEMPTION TO SECURED
5/26/17	003-273-12	SAME			G-1		26,400	2017-18 EXEMPTION
F-2					3	PAGE 6		

LOG OF CHANGES MADE TO THE SECURED ROLL PURSUANT TO NRS 361.310

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THE NEVADA REVISED STATUTES AND THE REGULATIONS OF THE NEVADA TAX COMMISSION.

COUNTY: Storey County ROLL: 2017-18

__ Assessor For Storey County

DATE								
Ch	PARCEL NUMBER	NUMBER	6	386		E	VALUE CHANGE	COMMENT
CHANGE	QTD	NEW	LAND IMPR	.4.4	EX.	OLL	MEW	
5/31/17	001-091-01	SAME	_		G-1		1,320	CHG EXEMPTION TO SECURED
5/31/17	003-301-04	SAME		0	G-1		1,320	NEW EXEMPTION
6/01/17	003-141-17	SAME		0	G-1	1,320		DECEASED REMOVING EXEMPTION
6/02/17	003-092-60	SAME	B-1			85,653	92,083	RES 100% COMPL
6/02/17	003-011-09	SAME	B-1			5,763	28,464	NEW RES IS 35% COMPL
6/02/17	003-092-22	SAME	B-1			139,971	185,748	RES IS 100% COMPL
6/02/17	003-421-18	SAME	B-1			95,425	126,964	DET GAR W/LARGE REC ROOM 100%
6/02/17	003-431-02	SAME	B-1		_	80,838	85,202	ADDITION AND DECK @ 35% COMPL
6/02/17	003-431-13	SAME	B-1			4,677	175,712	NEW RES IS 100% COMPL
6/02/17	003-441-02	SAME	B-1			116,551	120,307	DECK AND LOG ROOF ARE 100% COMPL
6/02/17	003-442-16	SAME	B-1			5,536	90,248	NEW MODULAR RES @ 100% COMPL
6/02/17	003-442-09	SAME	B-1			128,883	167,555	RES IS 95% COMPL
6/02/17	003-361-24	SAME	B-1			3,893	5,034	DECK
6/02/17	003-313-03	SAME	B-1			25,967	27,757	ADD BATH BACK IN
6/02/17	001-251-06	SAME	B-1				5,802	RES IS 15% COMPL
6/02/17	004-291-22	SAME	B-1			6,746	48,430	RES IS 62% COMPL
6/02/17	005-091-45	SAME	B-1		_	7,556	15,287	NEW MICROLAB
6/02/17	004-141-09	SAME	B-1		_	23,885	27,064	NEW GARAGE 100% COMPI
6/02/17	003-272-15	SAME		6	G-1		3,960	EXEMPTION RENEWAL RETURNED
6/06/17	003-162-16	SAME	B-1			4,107	34,978	RES IS 35% COMPLETE
6/06/17	003-551-01	SAME	B-1			29,556	30,953	NEW ENCLOSED PORCH
6/06/17	004-321-39	SAME	H-4			84,716	84,370	CORRECT ATTACHED GARAGE TO BUILTIN
6/06/17	001-134-01	SAME	B-1			16,892	20,248	NEW SHEDS AND ADD BACK ON OLD MILL SITE BLDGS
6/08/17	001-081-05	SAME	B-2			4,289		REMOVAL OF IMPROVEMENTS
6/09/17	001-034-06	SAME		0	G-1		2,640	NEW VET EXEMPTION
6/12/17	003-314-20	SAME		0	G-1		13,200	CHG VET EXEMPTION TO SECURE
6/13/17	003-191-23	SAME		0	G-1	2,640		CHANGE TO DMV
6/19/17	003-282-17	SAME		0	G-1	2,640	3,960	ADDING EXEMPTION
6/19/17	004-221-56	SAME		0	G-1		2,640	CHG EXEMPTION TO SECURE
6/20/17	004-321-55	SAME	B-1		_	52,300	87,386	RES IS 90% COMPLETE
6/20/17	005-011-48	SAME	B-1			31,438,753	35,857,351	NEW CONSTR BLDG @ 60% COMPL
6/21/17	003-162-13	SAME		0	G-1		26,400	NEW EXEMPTION
6/21/17	005-011-48	SAME	D-1			1,567,943	1,979,585	SITE IMPROVEMENTS
F-2			-			PAGE 7		

LOG OF CHANGES MADE TO THE SECURED ROLL PURSUANT TO NRS 361.310

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COUNTY: Storey County ROLL: 2017-18

DATE ___ Assessor For Storey County

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OF	OLD	D NEW	LAND	IMPR P	P	EX	OLD NEW	NEW CHANGE	COMMENT
6/22/17	005-071-40	SAME	B-1	8-1	-	_	738,174	10,432,889	NEW CONSTRUCTION NEW CONSTRUCTION
6/22/17	005-011-48	SAME		H-4			35,857,351	35,717,827	CORRECT VALUE OF ASPHALT DUE TO QUANTITY
6/22/17	005-011-22	SAME	B-1	B-1			73,973,231 4,759,131	153,972,352 6,345,508	NEW CONSTRUCTION
6/22/17	005-011-48	SAME		H-4			35,717,827	22,076,395	CORRECTION DUE TO PERCENT COMPLETE LEFT OFF
6/23/17	001-205-11		იი ეე				5,352 286		PARCEL KILLED PARCEL KILLED
6/23/17	001-205-11	001-205-13	C-2					11,428	PARCELS COMBINED
6/23/17	001-212-01		C-3				23,771		PARCEL KILLED
6/23/17	001-212-01	001-212-03	C-1					21,200	PARCEL CREATED BY SPLIT
6/23/17	001-212-01	001-212-04	C-1					850	PARCEL CREATED BY SPLIT
6/23/17	003-092-54 003-092-54 003-092-55		6-3 C-3	C-3			4,605 4,200		PARCEL KILLED PARCEL KILLED PARCEL KILLED
6/23/17	003-092-54 003-092-54	003-092-98	C-2	C-2				4,605 6,300	PARCELS COMBINED PARCELS COMBINED
6/26/17	004-271-38	SAME		B-1			28,254	35,587	RES IS NOW 70% COMPL
6/27/17	003-161-51 003-161-51 003-161-51 003-161-44		C-3	C-3		C-3	3,960 56,704 5,250 4,200		PARCEL KILLED PARCEL KILLED PARCEL KILLED PARCEL KILLED
6/27/17	003-161-51 003-161-51 003-161-51	003-161-56 003-161-56 003-161-56 SAME	C-2 H-4	C-2		C-2	6,825	3, 960 56, 7060 6, 825 9, 450	PARCELS COMBINED PARCELS COMBINED PARCELS COMBINED ENTRY ERROR
6/28/17	001-073-07	SAME		H-2			7,930	7,871	CORRECTING DECK SIZE
6/28/17	001-017-03	SAME		H-4			13,043	13,068	ITEM OMITTED PREVIOUSLY
6/28/17	001-083-13	SAME		H-2		_	109,564	104,776	CORRECT SQ FT AND WT YR
F-2				-		_	PAGE 8		,-

1,

Code	Old Amount	New Amount	Difference				
B-1	114,110,643	212,032,524	97,921,881				
B-2	104,004	92,172	11,832-				
C-1		3,516,421	3,516,421				
C-2	36,331	3,828,608	3,792,277				
C-3	7,387,379	33,554	7,353,825-				
D-1	1,567,943	1,979,585	411,642				
F-1	11,512	47,394	35,882				
G-1	10,560-	117,480-	106,920-				
H-2	7,756,814	7,772,682	15,868				
H-3	45,015	45,003	12-				
H-4	72,397,605	58,614,229	13,783,376-		y		
J-1	555,038	165,159	389,879-				
***	203,961,724	288,009,851	84,048,127	**	GRAND	TOTALS	**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017	eeting date: August 1, 2017 Estimate of time required: 0-5 min.				
Agenda: Consent [x] Regular agend	da[] Public h	earing required []			
1. Title: For possible action, appro	oval of the Sto	rey County Investment Policy.			
2. Recommended motion: Approv	e as part of th	e Consent Agenda.			
3. Prepared by: Vanessa Stephens					
Department: Treasurer		Telephone: 775.847.0969			
have a policy in place; we ha	ve been operation	s attached. Storey County does not currently ng under the policy adopted by the State d'Comptroller's Office have worked together			
5. Supporting materials: Policy is attached.					
6. Fiscal impact:					
Funds Available:	Fund:	Comptroller			
7. Legal review required:	District A	attorney			
8. Reviewed by: Department Head	Departs	ment Name: Treasurer			
County Manager	Other a	gency review:			
9. Board action: [] Approved [] Denied	[] Approx	red with Modifications ued			

Agenda Item No.

STOREY COUNTY INVESTEMENT POLICY

Philosophy

It is the philosophy of the Storey County Treasurer to invest with safety, liquidity and yield, in that order of priority, to take advantage of safe investment opportunities. All investments made by this office are strictly governed by written policy and are in accordance with Nevada Revised Statutes 355.170 and 355.171.

Investment of funds is made with the judgment and care under current prevailing circumstances that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital, as well as probable income to be derived, and optimum liquidity required for operation.

Investment Planning

- A. Payment of County Obligations
 - 1. The foremost consideration of the investment plan is to ensure that adequate funds are available to meet the County's financial obligations as they become due.
- B. Term of Investment
 - 1. The length of investment is generally dictated by the number of the County's obligations and the time at which they will come due.
 - 2. Maximum maturity of investments is 5 years (except for mortgages which will be bought with a maximum average life of 3 years)

Delegation of Authority

Under authority delegated by the Board of County Commissioners, in accordance with NRS 355.175, the investment of County funds is the responsibility of the County Treasurer. This responsibility includes the authority to open accounts with financial institutions and broker/dealers, to arrange for the custody of securities and to execute such documents as may be necessary to carry out this responsibility.

Permitted Investments and Utilization

- A. The State of Nevada Local Government Investment Pool (LGIP) managed by the office of the State Treasurer
- B. U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government (State Law allows maturity up to 10 years).
- C. U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value (State Law allows maturity up to 10 years);
- D. Certificates of deposit and other evidences of deposit which are issued by commercial

banks or insured savings and loan associations rated in the highest tier by a nationally recognized rating agency. Maturities of any CD cannot exceed 5 years from the date of purchase.

- E. Commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency;
- F. Investment-grade obligations of state, provincial and local governments and public authorities;
- G. Repurchase agreements whose underlying purchased securities consist of the aforementioned instruments;
- H. Money market mutual funds regulated by the Securities and Exchange Commission and are rated by a nationally recognized rating service as "AAA" or its equivalent and only in securities issued by the Federal Government or agencies of the Federal Government or in repurchase agreements fully collateralized by such securities.
- Corporate Bonds that are rated by a nationally recognized rating service at "A" (or its
 equivalent) or better and may not exceed fifteen percent (15%) of the Investment
 Portfolio.

Utilization of Financial Institutions, Local Governments and Investment Advisors

Financial Institution Limitations and Restrictions

- A. It is the policy of the Storey County Treasurer to utilize the services of in-state financial institutions whenever possible, but is not limited to those institutions.
- B. The County Treasurer is authorized to hire an investment manager and delegate investment discretionary authority to a third party or investment manager. The investment manager is to make investments for Storey County only in investments as allowed by Nevada Revised Statutes and also under the guidelines of the current investment policy. The purpose of this authority is to enhance yields using longer term U.S. Treasury and Agency securities through a professional broker-manager.

Other Considerations

4	I III III III III III III III III III
	1. It is the policy of the Storey County Treasurer to reserve the right to place
	a limit on the amount of investments placed with any one financial institution.
	Each situation must and will be considered individually.

В.		rotection of public funds, it is the policy of this urities on all deposits made by the County.	S
Marshall	McBride, Chairman	Date	



Storey County Board of County Commissioners Agenda Action Report

Meeting	date: 8-01-1	7		Estimate of time required: 0 - 5
Agenda:	Consent [X]	Regular agend	da[]	Public hearing required []
1. <u>Title</u> :	Business Lice	ense First Read	lings	Approval
				if approved as part of the Consent Agenda) I move to from consent agenda by request).
3. Prepa	red by: Sarah	Dillon		
Depar	tment: Comm	nunity Develop	ment	Telephone : 847-0966
ap	oproved on the		da. The	ted business license applications are normally e applications are then submitted at the next al.
5. Suppo	rting materia	als: See attache	ed Age	nda Letter
6. Fiscal	impact:			
F	unds Availabl	e:	Fund	: Comptroller
7. Legal	review requii	red:	D	District Attorney
8. Reviev	ved by x Departme	nt Head	~	Department Name:
/_	County M	lanager		Other agency review:
9. <u>Board</u> [action: Approved Denied	ed	[]	Approved with Modifications Continued

Agenda Item No.

Storey County Community Development

Business Dicensing

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 July 10, 2017

Via email

Fr: Sarah Dillon

Please add the following item(s) to the August 1st, 2017 COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. FOREVER CHRISTMAS General / 88 N C Street ~ VC, NV(Retail)
- B. ADL CONSTRUCTION, INC Contractor / 5301 Longley Lane # H -116 ~ Reno, NV(Framing Contractor)
- C. UNIVERSAL PROTECTION SERVICE, LLC General/ PO Box 8000 ~ Monsey, NY (Security Guards)
- D. ATSI ROBOTICS NEVADA, LLC -Professional /4625 W Neso Dr STE 2 &3, Las Vegas, NV (Computer Prog.)
- E. B's ANTIQUES General /~ 145 S C Street, VC, NV (Antique Retail)
- F. BARON GROUPE Professional / 969 Rue Louis Breguet- ZAC, France (Commissioning)
- G. COMAU, LLC Contractor / 2100 Telegraph Road ~ Sothfield, MT (Automotive)
- H. INNOVATIVE LIGHTWEIGHT Contractor / 8850 Terabyte Ct, Reno, NV (Contractor)
- I. MACKAY MANSION MUSEUM -General/ 291 S. D Street VC, NV(Tours, Weddings)
- J. ECS GROUP, LLC General / po box 50923, Sparks, NV(Consulting)
- K. SILVER PEAK CONSTRUCTION SERVICES, LLC -Contractor /748 S.Meadows Pkwy ~ Reno, NV(Contractor)
- L. KUMA ENGINEERING, CO., LTD Professional /OSAKA, Japan ~ (Engineering)
- M. GROVES CONSTRUCTION, INC. -Contractor / 636 Eureka Ave, Reno NV(Construction)
- N. CHART LIFECYCLE, INC. Professional / 2328 Walsh Ave # L, Santa Clara, CA(Contractor)
- O. XION TECHNOLOGY, LLC Contractor / 8665 New Trails Dr.#100, Woodlands, TX (Installation)
- P. CHOLLAR MINE 1859, LLC General / 615 F Street, VC, NV (Mine Tours)
- Q. LABORWORKS, INDUSTRIAL STAFFING, INC General / po box 1755, Gig Harbor WA (Staffing)
- R. S & S TOOL & SUPPLY, INC. General/ 2700 Maxwell Way, Fairfield, CA (Sales)
- S. LEONI ENGINEERING PRODUCTS Professional / 100 Kay Industrial Dr., Lake Orion, MI (Management)
- T. CUSTOM PAINTING & DECORATIONG, INC Contractor / 254 E Glendale, Sparks, NV (Contractor)
- U. SEYI-AMERICA, INC. Professional/ 17534 Von Karman Ave, Irvine, CA (Metal Stamping)
- V. HEXAGON METROLOGY, INC Professional / 250 circuit Dr. North Kingstown RI (Installation)
- W. MILES ARCHITECTURAL GROUP Professional /10800 Sand Hollow Ct. ~ Reno, NV (Architectural)
- X. GURR'S ROOFING HEATING & SHEET MEATAL, INC. -Contractor /PO Box 637., Sparks, NV (Contractor)
- Y. CASHE VALLEY ELECTRIC -Contractor- PO Box 405, Logan, UT (Contrator)
- Z. VIS-TECH, LLC Professional /833 Maple Ave. Holland, MI (Programming)
- AA.SPRINGER INDUSTRIAL EQUIPMENT, INC General / 3164 N. Colorado St. ~ Mesa ,AZ (Distributor)
- BB. SPIROFLOW AUTOMATION SOLUTIONS, INC. Professional / 1609 Airport Rd , Monroe , NC (Programing)
- CC. CNA ENGINEERING, INC Professional / 2575 Valley Rd.., Sacramento, CA (Engineering)
- DD. MIME USA, LLC Professional 560Meadows Lark Lane, belle Mead, NJ (Supplier)
- EE. MOTOR CITY PROGRAMING- Professional/ 21272 Danbury, Clinton MI (Robotics)
- FF. PEAK TECHNICAL SERVICES Professional 583 Epsilon Dr., ~ Pittsburgh PA (Staffing)
- GG. DATF, INC. dba JIMBOY'S TACOS General 4825 Idlewood Dr. Reno, NV (Food Truck
- HH. ONE SOURCE WATER, LLC -General / 3143 W Post Rd. ~ Farmington, CT (Sales)

Storey County Community Development

Business Dicensing

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

II. J.B HUNT TRANSPORT, INC - transportation / PO Box 130 Sparks, NV (Transportation)

JJ. SINGLE-PLY SYSTEMS, INC - Contractor / 909 Apollo Rd., Eagan, MN (Roofing)

KK. THERMA-TRON-X, INC. - Contractor / 1155 S. Neenah Ave. Sturgeon Bay, WI (Installation)

LL. ZION ROBOTICS & CONTROLS, LLC -Professional / 924 N Blacks Corners Rd., Inmlay City, MI (Programming)

ec: 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: August 1, 20	17 Estimate of	of time required: 10 minutes
Agenda: Consent [] Regul	ar agenda [X] Public hear	ing required []
Professional Services b		ance and Approval of the contract for arr West Engineering for the USDA loan
County and Farr West	Engineering for the USDA loa	atract for Professional Services between Storey an funded 5-Mile Waterline Replacement his designee to sign the contract documents.
3. Prepared by: Cherie Nevin Department: Community S	dervices Tel	ephone: 847-0986
5- Mile Waterline Project to m for the Virginia City/Gold Hill	eet the present and future need communities. This project verween the 5-Mile Reservoir and	evelopment Utilities Program for financing the eds of the Virginia City Water System demands will replace approximately 14,000 linear feet of d a location 1.3 miles west of the Virginia City ximately \$2.13 million.
The contract for professional e of \$300,002.00.	ngineering services for this p	roject through Farr West Engineering is a total
USI	eement Between Owner and I DA Contract Concurrence ter of Conditions	Engineer for Professional Services
6. Fiscal impact: YES		
Funds Available:	Fund:	Comptroller
7. Legal review required:		District Attorney
8. Reviewed by: Department Head County Manager	Department Name: Other agenc	Commissioner's Office
9. Board action: [] Approved [] Denied	[] Approved v	vith Modifications Agenda Item No.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by







This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314-2794 (703) 684-2882 www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of	May 1, 2017	("Effective Date") between
Storey County		("Owner") and
Farr West Engineering		("Engineer").
Owner's Project, of which Engineer's services of Storey County 5 Mile Water Line Project	nder this Agreement are a part, is ge	nerally identified as follows: ("Project").
Storey County 5 Mile Water Line Project	dia Adida 7	(Project).
Other terms used in this Agreement are define	d in Article 7,	
Engineer's services under this Agreement are a	enerally identified as follows:	
Design, Bidding, Field Engineering, Const	ruction Management, Inspection,	Environmental/Archaeological
Monitoring and Reporting,		

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

- 2. the presence at the Site of any Constituent of Concern; or
- any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer or Owner fails, through its their own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner and Engineer shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices must include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

- B. Failure to Pay: If Owner fails to make any **undisputed** payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality Northern Nevada. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

- resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer for liability which arises after completion of the Project and then only to the extent of Owner's percentage of fault in the incident giving rise to liability; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

- format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such insurance covering general liability, motor vehicle damage and injuries and other insurance necessary to protect Owner's and Engineer's interests in the Project but not including workers compensation insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance except Owners shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement. Owner agrees to provide at least ten days written notice that it has chosen not to pay any premium due for its insurance policy.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

- upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph 6.06.8 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 - In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 Environmental Condition of Site

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for

- consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern not disclosed to Engineer in writing pursuant to Section 2.01.D.2 at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.; (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 10. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
- 11. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
- Construction Contract Times—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
- 13. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
- 14. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- Consultants—Individuals or entities having a contract with Engineer to furnish services
 with respect to this Project as Engineer's independent professional associates and
 consultants; subcontractors; or vendors.
- Contractor—The entity or individual with which Owner enters into a Construction Contract.
- 17. Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
- 18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

- 19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
- 20. Engineer—The individual or entity named as such in this Agreement.
- Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
- 22. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 23. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
- 24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- 25. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 26. Reimbursable Expenses—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
- 27. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
- 28. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 29. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

- 30. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- 31. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 32. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 33. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 34. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- 36. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
- 37. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- 38. Agency—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

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B. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit NOT USED.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- Exhibit I, Limitations of Liability. NOT USED
- Exhibit J, Special Provisions NOT USED.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. Suspension and Debarment. Engineer certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal

department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Storey County	Engineer: Farr West Engineering
By: Print name:	By: Runt Farm Print name: OBrent Farr
Title:	Title: President
Date Signed:	Date Signed: 7 · /4 · 17
	Engineer License or Firm's Certificate No. (if required): 14234
	State of: Nevada
Address for Owner's receipt of notices: Storey County Commissioner's Office	Address for Engineer's receipt of notices: Farr West Engineering
P.O. Box 176 [26 South B St.]	5510 Longley Lane
Virginia City, NV 89440	Reno, NV 89511
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Title:	Title: Brent Farr, P.E.
Phone Number:	Phone Number: (775) 851-4788
E-Mail Address:	E-Mail Address: brent@farrwestengineering.com

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

- Consult with Owner to define and clarify Owner's requirements for the Project, including
 design objectives and constraints, space, capacity and performance requirements,
 flexibility, and expandability, and any budgetary limitations, and identify available data,
 information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: Project Alternatives evaluated in Preliminary Engineering Report — September, 2010.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
- 2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
- 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

- 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
- 6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
- Identify, consult with, and analyze requirements of governmental authorities having
 jurisdiction to approve the portions of the Project to be designed or specified by
 Engineer, including but not limited to mitigating measures identified in an environmental
 assessment for the Project.
- 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780 2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency."
- Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
- 10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
- 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

- 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
- 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
- 14. Perform or provide the following other Study and Report Phase tasks or deliverables: [List any such tasks or deliverables here.] Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.
- 15. Furnish ____ review copies of the Report and any other Study and Report Phase deliverables to Owner within ____ days of the Effective Date and review it with Owner. Within ____ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
- 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or

- following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
- 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
- 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
- 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [List any such tasks or deliverables here.]
- 10. Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within N/A days of authorization to proceed with this phase, and review them with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

- 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner N/A copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within N/A days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

- 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- 9. Perform or provide the following other Final Design Phase tasks or deliverables: a. The Engineer will provide site surveying, water line design, details.
 - b. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
- 10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 365 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
- 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - Assist Owner in advertising for and obtaining bids or proposals for the Work, assist
 Owner in issuing assembled design, contract, and bidding-related documents (or
 requests for proposals or other construction procurement documents) to prospective
 contractors, and, where applicable, maintain a record of prospective contractors to
 which documents have been issued, attend pre-bid conferences, if any, and receive and
 process contractor deposits or charges for the issued documents.
 - Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
 - Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

- Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and
 assist Owner in evaluating bids or proposals, assembling final contracts for the Work for
 execution by Owner and Contractor, and in issuing notices of award of such contracts.
- 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Upon award of the Construction Contract, the Engineer shall furnish to Owner Five Executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist
 the Engineer and to provide more extensive observation of Contractor's work. Duties,
 responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of
 such RPR's services will not limit, extend, or modify Engineer's responsibilities or
 authority except as expressly set forth in Exhibit D.
 - Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 - 4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.

- 5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- 6. Original Documents: If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- 7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer

shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described in Article A1.05.A.9.a shall be at least weekly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
- 10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- 11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- 12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- 13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- 14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- 15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- 17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 18. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.

19. Inspections and Tests:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties

- that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are

to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

- 23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- 24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
- 25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs. At completion of construction, from as-built drawings provided by the contractor to the engineer, produce record drawings.
 - Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - Perform or provide the following other Post-Construction Phase tasks or deliverables:
 [None]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 - ADDITIONAL SERVICES

- A2.01 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - Services to make measured drawings of existing conditions or facilities, to conduct tests
 or investigations of existing conditions or facilities, or to verify the accuracy of drawings
 or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents

when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

- 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
- 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
- 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

- 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- 20. Preparation of operation, maintenance, and staffing manuals.
- 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- 25. Overtime work requiring higher than regular rates.

- 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- 29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 - 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 - 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 - Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern not disclosed to Engineer in writing pursuant to Section 2.01.D.2 or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

- 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
 - A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - Property descriptions.
 - Zoning, deed, and other land use restrictions.

- Utility and topographic mapping and surveys.
- 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
- 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
- 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
- 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests. In no event can Owner be required to retain outside counsel to provide the legal services.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Perform or provide the following: [List any other Owner responsibilities here.]

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2017.

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 - OWNER'S RESPONSIBILITIES

- C2.01 Compensation for Basic Services (other than Resident Project Representative) Lump Sum Method of Payment
 - A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 - A Lump Sum amount of \$209,774.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	\$ 0.00
b.	Preliminary Design Phase	\$ 60,442.00
c.	Final Design Phase	\$ 100,420.00
d.	Bidding and Negotiating Phase	\$ 11,700.00
e.	Construction Phase	\$ 29,900.00
f.	Post-Construction Phase	\$ 7,312.00

- Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
- The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
- In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None
- 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

В.	Period of Service: The compensation amount stipulated in Compensation Packet BC-1 conditioned on a period of service not exceeding 36 months. If such period of service extended, the compensation amount for Engineer's services shall be appropriately adjuste with concurrence of the Owner and Agency.						

COMPENSATION PACKET RPR-2:

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

- C2.04 Compensation for Resident Project Representative Basic Services Standard Hourly Rates Method of Payment
 - A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
 - 1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$81,520.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 100 day construction schedule.
 - B. Compensation for Reimbursable Expenses:
 - For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 - 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 15%.
 - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of 2017) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

- C. Other Provisions Concerning Payment Under this Paragraph C2.04:
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 15%.
 - Factors: The external Reimbursable Expenses and Engineer's Consultant's factors
 include Engineer's overhead and profit associated with Engineer's responsibility for the
 administration of such services and costs.
 - 3. Estimated Compensation Amounts:
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 - 4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost at no cost.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - General: For services of Engineer's personnel engaged directly on the Project pursuant
 to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness
 under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on
 the nature of the required consultation or testimony) an amount equal to the
 cumulative hours charged to the Project by each class of Engineer's personnel times
 Standard Hourly Rates for each applicable billing class for all Additional Services
 performed on the Project, plus related Reimbursable Expenses and Engineer's
 Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

- For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
- 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 15%.
- 4. The Reimbursable Expenses Schedule will be adjusted annually (as of 2017) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. Other Provisions Concerning Payment for Additional Services:
 - Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 15%.

2.	Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3.	To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Mileage (auto)	Federal Reimbursement Rate
Meals	\$40 per day allowance for personnel that are
	staying overnight (if required).
Lodging	At cost (if required)

This is Appendix 2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 7, 2017.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Title	Hourly	Title	Hourly
	Rate		Rate
Principal Civil Engineer	\$140	Planner	\$125
Senior Engineer	\$130	Building Inspector II	\$80
Engineer III	\$120	Building Inspector I	\$65
Engineer II	\$110	Designer II	\$100
Engineer I	\$100	Designer I	\$90
Engineer in Training II	\$90	GIS Analyst II	\$125
Engineer in Training I	\$80	GIS Analyst I	\$110
Senior Hydrogeologist	\$140	GIS Specialist	\$90
Hydrogeologist III	\$120	GIS Technician	\$80
Hydrogeologist II	\$100	Water Rights Specialist III	\$150
Hydrogeologist I	\$80	Water Rights Specialist II	\$125
Electrical Engineer	\$150	Water Rights Specialist I	\$100
Environmental Scientist	\$105	Water Rights Technician III	\$90
Construction Inspector III	\$95	Water Rights Technician II	\$80
Construction Inspector II	\$85	Water Rights Technician I	\$70
Construction Inspector I	\$75	Professional Surveyor	\$125
Project Assistant	\$70	Survey Technician II	\$85
Admin III	\$80	Survey Technician I	\$70
Admin II	\$65	1 Man Survey Crew	\$125
Admin I	\$50	2 Man Survey Crew	\$165
Intern	\$45	3 Man Survey Crew	\$240

NOTE: Different survey labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

RUS CERTIFICATION PAGE

PROJECT NAME:	Storey County 5 Mile Water Line Project	
	Did a di	

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementing Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services		\$ 209,774.00
Resident Project Observation	n	\$ 81,520.00
Additional Services		\$ 8,708.00
	TOTAL:	\$ 300,002.00

RUS Bulletin 1780-26 Exhibit C Page 2

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Recent Fan-	7.14.17
Engineer	Date
BRENT FARR, PRESIDENT	
Name and Title	
Owner	Date
Name and Title	
Agency Concurrence:	
As lender or insurer of funds to defray the costs of this C thereunder, the Agency hereby concurs in the form, con-	
Agency Representative	Date
	×
Name and Title	

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**dated March 7, 2017.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison:

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings and Samples:

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work:

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups:

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems startups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- Co- Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f: Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 7, 2017.



NOTICE OF ACCEPTABILITY OF WORK				
PROJECT: Storey County 5 Mile Water Line Project				
OWNER: Storey County				
CONTRACTOR:				
OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:				
EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:				
ENGINEER: Farr West Engineering				
NOTICE DATE:				
To: Storey County Owner				
And To: Contractor				
From: Farr West Engineering Engineer				
The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated, and the following terms and conditions of this Notice:				

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

- 1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- This Notice reflects and is an expression of the Engineer's professional opinion.
- This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
- This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:			
Title:	V		
Dated:			

This is **EXHIBIT F**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**dated May 1, 2017.

Construction Cost Limit - NOT USED

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of
- B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for

damages attr	ibutable to the	lowest bona	fide proposal	and will not otherw or bid exceeding	the established
Construction (Cost limit.				

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
 - 1. By Engineer:

a.	Workers' Compensation:	Statutory

b. Employer's Liability --

1)	Bodily injury, each accident:	\$1,000,000
2)	Bodily injury by disease, each employee:	\$1,000,000
3)	Bodily injury/disease, aggregate:	\$1,000,000

c. General Liability --

1)	Each Occurrence:	\$2,000,000
2)	General Aggregate:	\$4,000,000

d. Excess or Umbrella Liability --

1)	Per Occurrence:	\$1,000,000
2)	General Aggregate:	\$1,000,000

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

	1)		\$1,000,000
f.	Prof	fessional Liability —	
	1) 2)	Each Claim Made Annual Aggregate	\$2,000,000 \$4,000,000

2. By Owner:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability	
	1) Bodily injury, Each Accident	\$2,000,000

Exhibit G - Insurance.

2)	Bodily injury by Disease, Each Employee	\$2,000,000
3)	Bodily injury/Disease, Aggregate	\$2,000,000
4)		
Gene	eral Liability	

1) General Aggregate: \$10,000,000

2) Each Occurrence (Bodily Injury and Property Damage): \$10,000,000

B. Additional Insureds:

c.

The following individuals or entities are to be listed on Owner's general liability policies
of insurance as additional insureds:

a.	NONE	
b.	NONE	
c.	NONE	
d.	NONE	
	NONE [other]	

- During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

A. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

Limitations of Liability - NOT USED

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

- Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or emissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
- 2. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

aragraph(s)	of the Agreemen	t is/are amendo	ed to include th	e following agree	ement(s) of th	e parties

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. _____

The Effective Date of this Amendment is:		
Background Data		
Effective Date of Owner-Engineer Agreement:		
Owner: Storey County		
Engineer: Farr West Engineering		
Project: Storey County 5 Mile Water Line Project		
Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]		
Additional Services to be performed by Engineer		
Modifications to services of Engineer		
Modifications to responsibilities of Owner		
Modifications of payment to Engineer		
Modifications to time(s) for rendering services		
Modifications to other terms and conditions of the Agreement		
Description of Modifications:		
Additional site surveying and control; project staking at key locations limited to 4 site visits and 200 shots.		
Agreement Summary:		
Original agreement amount: \$ Net change for prior amendments: \$ This amendment amount: \$ Adjusted Agreement amount: \$		
Change in time for services (days or date, as applicable):		

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

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

OWNER:	ENGINEER:
Storey County	Farr West Engineering
Ву:	Ву:
Print	Print
name:	name:
Title:	Title:
Date Signed:	Date Signed:

From:

Nelson, John - RD, Carson City, NV

To:

Chuck Reno; Goodfellow, Lisa - RD, Carson City, NV

Cc:

Couch, Cheryl - RD, Carson City, NV; Cherie Nevin (cnevin@storeycounty.org); Greg Lyman

Subject:

RE: Storey County 5-Mile Water Line Project - Draft Contract

Date:

Friday, June 23, 2017 10:06:14 AM

We have reviewed the proposed contract and concur with the contents therein. Once the County has reviewed and signed we will be ready to sign our concurrence.

If you have any questions please feel free to contact me-

John Nelson | State Engineer (Nevada)
Rural Development
U.S. Department of Agriculture
1390 South Curry Street | Carson City, NV 89703
Phone: 775.887.1222 ext 112

http://www.rd.usda.gov/nv

Committed to the future of rural communities

"Estamos dedicados al futuro delas comunidades rurales"

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From: Chuck Reno [mailto:chuck@farrwestengineering.com]

Sent: Monday, June 12, 2017 8:25 AM

To: Nelson, John - RD, Carson City, NV <john.nelson4@nv.usda.gov>; Goodfellow, Lisa - RD, Carson

City, NV < lisa.goodfellow@nv.usda.gov>

Subject: Storey County 5-Mile Water Line Project - Draft Contract

John and Lisa,

Attached is the draft contract we sent to Storey County for review. The contract language is the same as the VC Sewer plant. We have not received comments back from Storey County yet, but we suspect they will be minor. We thought we would have you review it also for USDA conformance. Please see email below for further explanation in the costs allocations.

Let me know if you have any questions.

Thanks,





Chuck Reno, P.E., W.R.S. Senior Engineer Farr West Engineering 5510 Longley Lane Reno, NV 89511

Main: (775) 851-4788 Direct: (775) 853-7264 Cell: (775) 225-0096 Fax: (775) 851-0766

www.farrwestengineering.com

From: Chuck Reno

Sent: Friday, May 19, 2017 12:42 PM

To: Cnevin@storeycounty.org

Cc: Lucas Tipton < lucas@farrwestengineering.com >; Brent Farr < brent@farrwestengineering.com >

Subject: Storey County 5-Mile Water Line Project - Draft Contract

Cherie,

Attached is the contract for the 5-Mile Water Line Project for the County's review. Please note, we used the Sewer Plant contact as our base for this contract. I know the Sewer Plant contract was heavily reviewed by the County; it is hopeful this new contract review will be quick and easy.

The PDF file is 70 pages long. On PDF page 45 of 70 is shows the breakdown of the different categories like we discussed in our meeting a few weeks back. However, for ease of billing review for the County and USDA, we'll break the invoices into 3 major tasks as shown on PDF page 53 of 70. The billing tasks will be:

Task-1: Basic Services (Lump sum – total of items a-f from page 45)

Task-2: Resident Project Observation (T&M)

Task-3: Additional Services (T&M)

Let me know if you have any questions.

Have a great weekend!



Chuck Reno, P.E., W.R.S. Senior Engineer Farr West Engineering 5510 Longley Lane Reno, NV 89511

Main: (775) 851-4788 Direct: (775) 853-7264 Cell: (775) 225-0096 Fax: (775) 851-0766

www.farrwestengineering.com

USDA, Rural Development NV 1780, Guide 14 Letter of Conditions (Rev. 04/2013)

December 22, 2016

Storey County

Attn: Marshall McBride, Chairman

P.O. Box 176

Virginia City, NV 89440

SUBJECT: Recipient Name: Storey County

Project Name: Storey County 5 Mile Water Line Project

Type of Project: Water Application

CFDA NUMBER - 10.760 Water and Waste Disposal Systems for Rural

Communities

Loan:

\$2,126,000

Dear Chairman McBride:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III - Requirements Prior to Advertising for Bids must be met within 180 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 5 days:

> Form RD 1942-46, "Letter of Intent to Meet Conditions" Form RD 1940-1, "Request for Obligation of Funds" NV 1780 Guide 31 - Conflict of Interest Policy

After you sign and return the forms to the Agency, the request will be processed and loan funds will be approved and obligated. The loan will be considered approved on the date the Form RD 1940-1. "Request for Obligation of Funds," is signed by the approving official.

Extra copies of this letter are being provided for use by your engineer, attorney, auditor, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at www.rd.usda.gov.

The conditions are as follows:

SECTION I - PROJECT DETAIL

1. <u>Project Description</u> – Funds will be used to construct a new water transmission line for the Storey County Water System.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

2. Project Funding - The Agency is offering the following funding for your project:

Agency Loan	\$2,126,000
TOTAL PROJECT FUNDING:	\$2,126,000

This funding is offered based on the amounts stated above.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary.

3. <u>Project Budget</u> – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	Total Budgeted:
Construction	\$1,630,400
Contingency	\$162,990
Engineering Fees – includes the following:	
Preliminary Engineering/Environmental	\$55,442
Engineering Design	\$81,520
Environmental/Archaeological	\$32,608
Construction Engineering	\$48,912
Resident Project Representation (Inspection)	\$81,520
Interest on Interim Financing	\$16,304
Legal Fees - Bond Counsel	\$16,304
TOTAL	\$2,126,000

Obligated loan funds not needed to complete the proposed project will be deobligated prior to start of construction. An amended letter of conditions will be issued for any changes to the total project budget.

SECTION II – LOAN TERMS

4. Repayment – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning one year after closing. For planning purposes, use a 1.375% interest rate and an amortization factor of 32.67 which provides for an annual payment of \$69,457.00. The precise payment amount will be based on the interest rate at which the loan is closed, and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided.

5. Security— The loan will be secured by a Revenue bond with first lien position in the amount of \$2,126,000. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)." A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing.

- 6. Electronic Payments Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.
- 7. Construction Completion Timeframe All projects must be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.
- 8. <u>Disbursement of Agency Funds</u> Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/ Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first.

- 9. Reserves Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:
 - a. Debt Service Reserve As a part of this Agency loan proposal, you must establish a restricted debt service reserve fund equal to at least one annual loan installment. It should be funded at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$578.81 per month; this amount should be deposited monthly until a total of \$69,457 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
 - b. Short-Lived Asset Reserve In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. The short-lived asset reserve is <u>not</u> a restricted account, and it is expected to see withdrawls from this fund as well as deposits. Based on the preliminary engineering report, you must deposit at least \$35,060 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

SECTION III -REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

10. Environmental Requirements – At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated December, 2015, the following actions are required for successful completion of the project and must be adhered to during project design and construction:

Biological Resources

Nesting birds may be disturbed during construction and as such during nesting season from April through September a biologist will provide a survey to assure that no nesting birds are present in the area of construction.

Invasive Species of Weeds

Identify and flag all noxious and invasive weed populations present in the project area;

Treat or contain any weed populations that may be impacted or disturbed by construction activity;

Provide training to construction workers and equipment operators on the identification of weeds to be avoided, Certify that all construction material sources are weed-free, Minimize

ground disturbance and vegetation removal as much as possible and practical, Re-vegetate or otherwise prevent the establishment of weeds in all areas of the job site.

Historic and Cultural Properties

Buried components associated with the dirt road are unlikely within the project area. However, should any unanticipated discoveries of subsurface features occur, work will cease and the federal agencies, SHPO, and consulting parties will be notified. In this event, specific mitigation and/or avoidance protocols will be determined by the lead federal agency in consultation with the SHPO and other interested parties. Work will not resume until consulting parties have had opportunity for comment and the lead federal agency has given notice to proceed. Within these parameters, the undertaking poses no adverse effect to the eligibility of this resource and no further management is recommended.

Air Quality

Watering of the construction site will be required to reduce fugitive dust.

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

11. Engineering Services - You have been/will be required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

12. Contract Documents, Final Plans, and Specifications

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- 13. Legal Services You may be required to execute a legal services agreement with your attorney (if you are not using the services of the district/county attorney) and bond counsel, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

- 14. <u>Property Rights</u> Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisition of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:
 - a. Right-of-Way Map Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. Form RD 442-20, "Right-of-Way Easement" This form may be used to obtain any necessary easements for the proposed project.
 - c. Form RD 442-21, "Right-of-Way Certificate" You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
 - d. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
 - e. Preliminary Title Work (Title Opinion) When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

- 15. System Policies, Procedures, Contracts, and Agreements The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.
 - a. Conflict of Interest Policy Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant's governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

b. Contracts for Other Services/Lease Agreement – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

- 16. <u>Closing Instructions</u> The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.
- 17. Interim Financing For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable.
- 18. Construction Account You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositaries accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

System Users – This letter of conditions is based upon your indication at application that there
will be at least 485 residential users and 221 non-residential users on the existing system when
construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

20. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

- 21. <u>Permits</u> –The owner or responsible party will be required to obtain all applicable permits for the project. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.
- 22. Vulnerability Assessment/Emergency Response Plan (VA/ERP) The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

23. <u>Bid Authorization</u> — Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

- 24. <u>Bid Tabulation</u> Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.
 - a. Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
 - b. Excess Funds. If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated. Excess funds do not include contingency funds as described in this letter.
- 25. <u>Contract Review</u> Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).
 - Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.
- 26. Final Rights-of-Way If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.
 - Final Title Work Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.
- 27. <u>Insurance and Bonding Requirements</u> Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of

insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. General Liability Insurance Include vehicular coverage.
- b. Workers' Compensation In accordance with appropriate State laws.
- c. Fidelity or Employee Dishonesty Bonds Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage should normally approximate the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
- d. National Flood Insurance If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. Real Property Insurance Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

29. <u>Initial Civil Rights Compliance Review</u> – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

SECTION V - REQUIREMENTS PRIOR TO LOAN CLOSING

- 30. <u>Multiple Advances</u> Multiple advances of Agency funds will be used. Loan closing will occur prior to when the funds are needed, and all of the items detailed in the sections above, as well as the items listed in this section, must be completed prior to closing.
- 31. Vulnerability Assessment/Emergency Response Plan (VA/ERP) The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or

wildfires occur. The documents should be reviewed and updated every three years at a minimum.

- 32. Other Requirements All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.
 - a. System for Award Management. You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: http://sam.gov. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.
 - To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).
 - b. <u>Litigation</u>. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
 - c. <u>Certified Operator</u>. Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

- 33. <u>Resident Inspector(s)</u> Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.
- 34. <u>Preconstruction Conference</u> A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.
- 35. <u>Inspections</u> The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

- 36. Change Orders Prior Agency concurrence is required for all Change Orders.
- 37. <u>Payments</u> Prior Agency concurrence is required for all Invoices and Partial Payment
 Estimates before Agency funds will be released. Requests for payment related to a contract or
 service agreement will be signed by the owner, project engineer, and contractor or service
 provider prior to Agency concurrence. Invoices not related to a construction contract or service
 agreement will include the owner's written concurrence.
- 38. <u>Use of Remaining Funds</u> Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:
 - a. Remaining funds may be used for eligible loan purposes, provided the use will not result in major changes to the <u>original</u> scope of work and the purpose of the loan remains the same.
 - b. Loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
- 39. Technical, Managerial and Financial Capacity It is required that members of the Board of County Commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.

40. Reporting Requirements Related to Expenditure of Funds

a. <u>Financial Audit</u>—An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

b. Reporting Subawards and Executive Compensation - You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to

subrecipients in accordance with Appendix B of the CFR and <u>www.fsrs.gov</u>. Your Agency processing office can provide more information.

SECTION VII - SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

41. <u>Prepayment and Extra Payments</u> - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

- **42. Graduation** By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.
- 43. <u>Security/Operational Inspections</u> The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.
- 44. Annual Financial Reporting/Audit Requirements You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

a. Audits – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart

from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. Financial Statements If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- 45. Annual Budget and Projected Cash Flow Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

- 46. <u>Vulnerability Assessment/Emergency Response Plan (VA/ERP)</u> You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.
- 47. <u>Insurance</u>. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.
- 48. <u>Statutory and National Policy Requirements</u> As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973 Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

- b. Civil Rights Act of 1964 All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. The Americans with Disabilities Act (ADA) of 1990 This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. Age Discrimination Act of 1975 This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. Limited English Proficiency (LEP) under Executive Order 13166 LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

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

49. Compliance Reviews and Data Collection – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Lisa Goodfellow, Community Programs Specialist at 775-887-1222 ext. 114 or by e-mail at Lisa.Goodfellow@nv.usda.gov

Sincerely,

Cheryl Couch

Community Programs Director

Cheryl Couch

Attachments

Sarah Adler, State Director Nevada via email only sarah.adler@nv.usda.gov

USDA Rural Development

Pat Whitten, County Manager

via email only at pwhitten@storeycounty.org

Storey County

Hugh Gallagher, Comptroller

Storey County

via email only at hgallagher@storeycounty.org

Cherie Nevin, Storey County

via email only at cnevin@storeycounty.org

David A. Pringle, Auditor

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Keith Loomis

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Deputy District Attorney, Storey County

Kendra Follett, Bond Counsel

Sherman & Howard, LLC

via email only kfollett@shermanhoward.com

Lucas Tipton, P.E.

Farr West Engineering

via email only Lucas@FarrWestEngineering.com

FORMS and BULLETINS:

Form RD 440-24, "Position Fidelity Schedule Bond"

Form RD 442-2, "Statement of Budget, Income and Equity" - not attached

Form RD 442-3, "Balance Sheet" - not attached

Form RD 442-7, "Operating Budget" - not attached

Form RD 442-20, "Right-of-Way Easement"

Form RD 442-21, "Right-of-Way Certificate"

Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"

Form RD 1927-9, "Preliminary Title Opinion"

Form RD 1927-10, "Final Title Opinion"

Form RD 1940-1, "Request for Obligation of Funds"

Form RD 1942-46, "Letter of Intent to Meet Conditions"

Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" - not attached

SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form"

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance"

RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)"

NV 1780 Guide 8 - User Documentation

NV 1780 Guide 12 - Vulnerability Assessment

NV 180 Guide 24 - Graduation Certification

NV 1780 Guide 31 - Conflict of Interest Policy

Appendix A 2 CFR Part 25

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another appendix.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

- Must notify potential subrecipients that no entity (see definition in paragraph C of this appendix) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- 2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this appendix:

- System for Award Management (SAM) means the Federal repository into which an
 entity must provide information required for the conduct of business as a recipient.
 Additional information about registration procedures may be found at the SAM Internet
 site (currently at http://www.sam.gov).
- 2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- 3. Entity, as it is used in this appendix, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- 5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Appendix B 2 CFR Part 170

Reporting Subawards and Executive Compensation

- a. Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).
 - 2. Where and when to report.
 - You must report each obligating action described in paragraph a.1. of this appendix to http://www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. What to report. You must report the information about each obligating action listed in the submission instructions posted at http://www.fsrs.gov.
- b. Reporting Total Compensation of Recipient Executives.
 - Applicability and what to report. You must report total compensation for each of your five
 most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:
 - i. As part of your registration profile at https://www.sam.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - Applicability and what to report. Unless you are exempt as provided in paragraph d. of this
 appendix, for each first-tier subrecipient under this award, you shall report the names and
 total compensation of each of the subrecipient's five most highly compensated executives for
 the subrecipient's preceding completed fiscal year, if
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:
 - i. To the recipient,
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this appendix:

- 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.

Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient means an entity that:
 - Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - Salary and bonus.

- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Form RD 1942-46 (Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB NO. 0575-0015 OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 12-22-2016

USDA Rural Development	
(Name of USDA Agency)	
1390 South Curry St. Carson City, NV 89703	
(USDA Agency Office Address)	
	7
We have reviewed and understand the conditions s	set forth in your letter dated 12-22-2016. It is our intent to meet all
We have reviewed and understand the conditions s them not later than 06-22-2017	set forth in your letter dated 12-22-2016. It is our intent to meet all
	set forth in your letter dated $\frac{12-22-2016}{}$. It is our intent to meet all of Storey County

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017		Estimate of time required: 10 minutes
Agenda: Consent [] Regular age	enda [X]	Public hearing required []
Title: Recommendation to awa Virginia City Sewer Impro		ct to successful bidder for the construction of the Project Phase II.
		ed contract to the successful bidder (TBD) for the wer Improvement Project Phase II in the amount of
3. Prepared by: Cherie Nevin Department: Community Serv	vices	Telephone: 847-0986
ON 07/21/17. THE BID TABUI PRIOR TO THE COMMISSIO The project includes replacement	ATION N MEET of wastew	vater collection lines throughout Virginia City.
Supporting materials: Contra Office	ct Docum	ents are available for reference at the Commissioners
6. Fiscal impact:		
Funds Available:	Fun	d: Comptroller
7. Legal review required: 8. Reviewed by: Department Head County Manager 9. Board action: Approved Denied		District Attorney Department Name: Commissioner's Office Other agency review: Approved with Modifications Continued
		Agenda Item No.

February 23, 2017

Marshall McBride, Chairman Storey County Commissioners P.O. Box 176 Virginia City, NV 89440

via: e-mail

SUBJECT:

Storey County - Virginia City & Gold Hill Wastewater System Replacement - Plans, Specification and Contract Documents Concurrence - Authorization to go

to Bid

Dear Mr. McBride:

The USDA Rural Development has reviewed the Plans and Specifications submitted to us on February 3, 2017 and concur with the submittal. Based on our review of the Plans, Specifications, and the Contract Documents, we hereby authorize you to go to bid on this proposed project. Any addendum issued during the bid process must be submitted to me for concurrence. Do not award the contract until we issue an approval to award letter.

If you have any questions, please call John Nelson at 775-887-1222 ext. 112 or email at john.nelson4@nv.usda.gov.

Sincerely,

John Nelson, P.E., P.L.S.

State Engineer

USDA Rural Development (Nevada)

cc:

Cherie Nevin, Storey County

via: e-mail

Greg Lyman, Farr West Engineering

via: e-mail

Cheryl Couch, USDA RD

via: e-mail

Lucas Tipton, Farr West Engineering

via: e-mail

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date		
Addendum 1	June 16, 2017	Addendum 5 7/20/17	-1-01-
Addendum 2	June 25, 2017	ADDENDUMS-NOUISON	07/20/17
Addendum 3	June 26, 2017		
Addendum 4	July 13, 2017		

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	TotalAmount
1	Mobilization/Demobilization (not to exceed 5% of the base bid)	inch	160	\$	\$
2	8" PVC SDR-35 Pipe	48,187	LF	\$	\$
3	Type 1-A 48" Sewer Maphq	192	EA	\$	\$
4	Type 1-B 48" Sewer Manhole	2	EA	\$	\$
5	Type III (Drop) 48" and 60" Sewer Manhole	9	EA	\$	\$
6	Type V 60" Sewer Manhole	2	EΑ	\$	\$
7	Abandon Sewer Manhole	17	EA	\$	\$

8	Remove and Dispose of Existing Asbestos Concrete Pipe	1,300	LF	\$	\$
9	Sewer Service Connection with Cleanout	367	EA	SUCH	\$
10	3" AC Patch Paving	393,980	25/18	(8)	\$
11	4" AC Patch Paving	86,03	SE	\$	\$
12	Striping and Pavement Marking	2 113	LS	\$	\$
13	Water Main Vertical Realignment (Contingent Item)	30	EA	\$	\$
14	Final Soils Placement (Contingent Item)	20,000	CY	\$	\$
15	Traffic Control	1	LS	\$	\$
16	BMP and Stormwater Protection	1	LS	\$	\$
17	Over Excavation (Contingent Item)	250	CY	\$	\$
18	Jack and Bore	23	EA	\$	\$
19	Concrete Restoration (Contingent Item)	1,000	SF	\$	\$
20	Rock Excavation (Contingent Item)	100	CY	\$	\$

TOTAL BASE BID (Items 1-20) PRICE - \$	(without alternates)
•	
\$In Words	

BID ALTERNATE A - NORTHWEST CORNER OF SYSTEM

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
A1	8" PVC SDR-35 Pipe	5,349	MAS	J101	\$
A2	Type 1-A 48" Sewer Manhole	43627 D	EA	\$	\$
А3	Sewer Service Connection with Cleanout	45	EA	\$	\$
A4	3" AC Patch Paving	53,744	SF	\$	\$
A5	Remove and Dispose of Existing Asbestos Concrete Pipe	440	LF	\$	\$

TOTAL ALTERNATE A BID (Items A1-A5) PRICE - \$	(without base bid)
ė	
In Words	

BID ALTERNATE B - EASTERN INTERCEPTOR

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
B1	8" PVC SDR-35 Pipe	5,886	VLFLI	\$	\$
B2	Type 1-A 48" Sewer Manhole	6 26-13	LF	\$	\$
В3	Type III (Drop) 48" and 60" Sewer Manhole	1	EA	\$	\$
B4	Sewer Service Connection with Cleanout	22	EA	\$	\$
B5	3" AC Patch Paving	24,312	SF	\$	\$

	В6	NDOT AC Patch Paving	1/72/8/18/16/	SF	\$ \$
	B7	NDOT Grind and Overlay	9,244	SF	\$ \$
_	B8	-Jack and Bore	21	EA	\$ \$

TOTAL ALTERNATE B BID (Items B1-B8) PRICE - \$	(without base bid)
\$	
In Words	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

The requirements of Nevada Revised Statues (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statues. These statutes include, but are not limited to:

- A. NRS 338.020: Hourly and daily rate of wages must not be less than prevailing wage in County.
- B. NRS 338.080: Exemptions
- C. NRS 338.141: Bids to include certain information concerning subcontractors; requirements for substitution of named subcontracts.
- D. NRS 338.147: Award of Contract to Contractor who submits best bid.

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond (EJCDC C-430);
 - B. List of all first-tier subcontractors and name of the prime contractor (Section 00440). This shall include both the "5% Subcontractor List" and the "1% Subcontractor List", within the required timeframe per NRS Chapter 338.141;
 - C. Required Bidder Qualifications Statement with supporting data including List of Project References (EJCDC C-451);
 - D. Evidence of authority to do business in Storey County and the State of Nevada;

- E. Signed EEO Compliance Statement (Section 00460);
- F. Signed USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Section 00470);
- G. Signed Certification for Contracts, Grants and Loans (Form 1940-Q) (Section 00480);
- H. Signed Contractor's Waiver (Section 00490); and
- I. Contractor's License No.: 0023739 (may be combined with another attachment).
- 7.2 Each Bidder submitting a Bid on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five-percent (5%) preference and is also eligible for the bidder-preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall:
 - A. Submit-with his or her Bid a valid certificate of eligibility to receive a preference in bidding on public-works issued to the Bidder by the State-of-Nevada Contractors' Board; and
 - B. Within 2 hours after the completion of the opening of bids by Storey-Gounty or its authorized representative, submit a signed affidavit (Section 00445).

Failure to submit the Certificate of Eligibility and Affidavit shall result in a waiver of any Bidder preference.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization (not to exceed 5% of the base bid)	1	LS	\$528,710.00	\$528,710.00
2	8" PVC SDR-35 Pipe	43,787	LF	\$112.50	\$4,926,037.50
3	Type 1-A 48" Sewer Manhole	192	EA	\$9,300.00	\$1,785,600.00
4	Type 1-B 48" Sewer Manhole	2	EA	\$6,400.00	\$12,800.00
5	Type III (Drop) 48" and 60" Sewer Manhole	9	EA	\$17,900.00	\$161,100.00
6	Type V 60" Sewer Manhole	2	EA	\$42,000.00	\$84,000.00
7	Abandon Sewer Manhole	17	EA	\$760.00	\$12,920.00
8	Remove and Dispose of Existing Asbestos Concrete Pipe	1,300	LF	\$50.00	\$65,000.00
9	Sewer Service Connection with Cleanout	367	EA	\$2,400.00	\$880,800.00
10	3" AC Patch Paving	393,980	SF	\$2.70	\$1,063,746.00
11	4" AC Patch Paving	86,032	SF	\$3.20	\$275,302.40
12	Striping and Pavement Marking	1	LS	\$57,400.00	\$57,400.00
13	Water Main Vertical Realignment (Contingent Item)	30	EA	\$5,435.00	\$163,050.00
14	Final Soils Placement (Contingent Item)	20,000	CY	\$8.90	\$178,000.00
15	Traffic Control	1	LS	\$278,500.00	\$278,500.00
16	BMP and Stormwater Protection	1	LS	\$20,500.00	\$20,500.00
17	Over Excavation (Contingent Item)	250	ÇY	\$21.40	\$5,350.00
18	Jack and Bore	3	EA	\$59,320.00	\$177,960.00
19	Concrete Restoration (Contingent Item)	1,000	SF	\$6.00	\$6,000.00
20	Rock Excavation (Contingent Item)	100	CY	\$110.00	\$11,000.00
OTAL BASE	BID (Items 1-20) (without alternates)	- Lower Rive			\$10,693,775.90

In Words \$ Ten Million-Six Hundred Ninty Nine Thousand-Sixty Five Dollars and Ninety Cents.

BID ALTERNATE A - NORTHWEST CORNER OF SYSTEM

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
A1	8" PVC SDR-35 Pipe	5,349	LF	\$93.00	\$497,457.00
A2	Type 1-A 48" Sewer Manhole	27	EA	\$8,850.00	\$238,950.00
A3	Sewer Service Connection with Cleanout	45	EA	\$2,236.00	\$100,620.00
A4	3" AC Patch Paving	53,744	SF	\$2.30	\$123,611.20
A 5	Remove and Dispose of Existing Asbestos Concrete Pipe	440	LF	\$50.00	\$22,000.00
OTAL ALTEI	RNATE A BID (Items A1-A5) (without base bid)				\$982,638.20

Ames Construction 7/21/17

BID ALTERNATE B - EASTERN INTERCEPTOR

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
B1	8" PVC SDR-35 Pipe	5,886	LF	\$90.00	\$529,740.00
B2	Type 1-A 48" Sewer Manhole	26	LF	\$8,900.00	\$231,400.00
В3	Type III (Drop) 48" and 60" Sewer Manhole	1	EA	\$11,900.00	\$11,900.00
B4	Sewer Service Connection with Cleanout	22	EA	\$2,470.00	\$54,340.00
B5	3" AC Patch Paving	24,312	SF	\$2.60	\$63,211.20
B6	NDOT AC Patch Paving	2,818	SF	\$10.90	\$30,716.20
B7	NDOT Grind and Overlay	9,244	SF	\$6.75	\$62,397.00
В8	Jack and Bore	2	EA	\$88,210.00	\$176,420.00
OTAL AL	TERNATE B BID (Items B1-B8) (without base bid)	161	- No		\$1,160,124.40

in Words \$ One Million-One Hundred Sixty Thousand-One Hundred Twenty Four Dollars and Fourty Cents.

ARTICLE 9 - BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity] Ames Construction, Inc. By: [Signature] John Tripi, Jr. /Vice President of Engineering [Printed name] (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.) Attest: [Signature] Michelle Tacke [Printed name] Procurement Coordinator Title: 7/21/17 Submittal Date: Address for giving notices: Ames Construction, Inc. 3737 West 2100 South West Valley City, Utah 84120 801-977-8012 Telephone Number: 801-977-8059 Fax Number: John Tripi, Jr. Contact Name and e-mail address: Johntripi@amesco.com 0023739 Bidder's License No.: (where applicable)



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable,

BIDDER (Name and Address):	
Ames Construction, Inc. 3737 West 2100 South West Valley City, UT 84120	
SURETY (Name, and Address of Principal Place of Busi	ness):
Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183	
OWNER (Name and Address):	
Storey County PO Box 435 Virginia City, NV 89440	
BID	
Bid Due Date: July 21, 2017	
Description (Project Name— Include Location): V Virginia City, Nevada	irginia City and Gold Hill Wastewater Improvement Project;
BOND	
Bond Number: Bid Bond	
Date: July 21, 2017	
Penal sum Five Percent (5%) o	of Total Amount Bid \$ 5%
(Words)	(Figures)
Surety and Bidder, intending to be legally bound here	by, subject to the terms set forth below, do each cause
this Bid Bond to be duly executed by an authorized of	ficer, agent, or representative.
BIDDER	SURETY
Ames Construction, Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
Ву:	By: June / Cour
Signature	Signature (Attach Power of Attorney)
Michael J. Kellen	John E. Tauer
Print Name	Print Name
Secretary/Chief Financial Officer	Attorney-in-Fact
Title	Title
Luly M. D	
Attest: / Will Manual	Attest:
Signature	Signature
Title	Surety Account Representative Title
Note: Addresses are to be used for giving any required	d notice.
Provide execution by any additional parties, such as j	oint venturers, if necessary.



- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)	
) ss	
County of Dakota	
On this 21st day of July	2017 , before me appeared Michael J. Kellen ,
	y sworn, did say that he/she is the Secretary/Chief Financial Officer
	, a corporation, that the seal affixed to the
	aid corporation, and that said instrument was executed in
	pard of Directors, and that said Michael J. Kellen
acknowledged said instrument to be the free a	
	Alle Illeans
	Notary Public County,
S CONTRACTOR CONTRACTO	My commission expires 1.31 2020
AMIE J. KRAUS	Triy commission expires
NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2020	
{ William Will	
CAMOUNT	
SURET	TY ACKNOWLEDGMENT
State of Minnesota)	
) ss	
County of Hennepin)	
On this 21st day of July	2017 , before me appeared John E. Tauer ,
	sworn, did say that (s)he is the Attorney-in-Fact of
Travelers Casualty and Surety Company of A	merica , a corporation, that the seal
affixed to the foregoing instrument is the corpo	orate seal of said corporation and that said instrument was
	ority of its Board of Directors; and that said
John E. Tauer acknowledged	said instrument to be the free act and deed of said corporation.
\$	
LIN ULVEN NOTARY PUBLIC - MINNESOTA	
My Commission Expires January 31, 2020	Notary Public Ramsey County, Minnesota
3 January 31, 2020	My commission expires 1/31/2020



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231753

Surety Bond No. or Project Description: Virginia City and Gold Hill Wastewater Improvement Project; Virginia City, Nevada

Principal: Ames Construction, Inc.

Obligee: Storey County

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint John E. Tauer, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Oulmet, Kurt C. Lundblad, Melinda C. Biodgett, R. C. Bowman, R. Scott Egginton, Ted R. Jorgenson, Emily Kelser, and Lin Ulven of the City of Minneapolis State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in Iheir separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



















State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 30th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Marie C Tetreault
Marie C. Tetreault, Notary Public



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.				
BIDDER	(Name and Address):			
SURETY	(Name, and Address of Principal Place of Bus	iness):		
OWNER	(Name and Address):			
	Due Date: scription (Project Name— Include Location):		200 200	
Dat	nal sum		\$	
Surety a this Bid BIDDER	Bond to be duly executed by an authorized of	officer, age SURETY		
Bidder's	s Name and Corporate Seal	Surety's	Name and Corporate Seal	
Ву:	Signature	Ву:	Signature (Attach Power of Attorney)	
	Print Name	_	Print Name	
	Title	=-7	Title	
Attest:		Attest:		
	Signature		Signature	
	Title		Title	
	ddresses are to be used for giving any require e execution by any additional partles, such as		urers, if necessary.	
	EJCDC® C-430, Bid Bond (Po Prepared by the Engineers Joi			



- 1. Bidder and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety walves notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

5% SUBCONTRACTOR LIST

Per NRS Provision 338.141, each Bid submitted must include the name of the prime contractor and each first tier subcontractor who will provide labor or a portion of the Work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding five (5) percent of the prime contractor's total bid.

If a Bidder fails to provide a complete list, their Bid shall be deemed not responsive. Subcontractors must not be on a disqualified status with the State Public Works Board.

Listed hereinafter is the list of the prime contractor and first tier subcontractors who will be employed and the segregation of the Work each will perform if the Contract is awarded to the party or parties listed herein.

First tier subcontractor is defined as a contractor who contracts directly with a prime contractor to provide labor, materials, or services for a construction project. NRS 338.141(8)(a).

Work to be Performed	Percentage of Total Contract	Subcontractor's Name, Address, and License Number
1. ALL WORK NOT SUBCUNTRACTOR	91.478	(Prime Contractor) AMES CUNSTAULTION, INC 3737 W ZIOUS WEST VIALLY CITY, 47 84120 WZ3739
2.		(Subcontractor)
3.		(Subcontractor)
4.		(Subcontractor)
5.		(Subcontractor)
6.		(Subcontractor)

NOTE: Additional numbered pages may be attached if needed.

1% SUBCONTRACTOR LIST

Per NRS Provision 338.141, within 2 hours after the completion of the opening of the Bids, the Bidders who submitted the three lowest bids must submit a list that contains the name of the prime contractor and each first tier subcontractor who will provide labor or a portion of the Work on the public work in an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.

If a Bidder fails to provide a complete list, their Bid shall be deemed not responsive. Subcontractors must not be on a disqualified status with the State Public Works Board.

Listed hereinafter is the list of the prime contractor and first tier subcontractors who will be employed and the segregation of the Work each will perform if the Contract is awarded to the party or parties listed herein.

First tier subcontractor is defined as a contractor who contracts directly with a prime contractor to provide labor, materials, or services for a construction project. NRS 338.141(8)(a).

Work to be Performed	Percentage of Total Contract	Subcontractor's Name, Address, and License Number	
1. ALL WOLKNOT SUBCOMMACTOR	94475	WEST VALLES CITY UTCAN 0023739	
ZACK + BORG CASHUS	1.66%	(Subcontractor) BORING, ZNC. 51 CURN. 57 BORING, ZNC. PO BOX 2376 CARDINGULLE, NV 89410 27468A	
3.0		(Subcontractor)	
4.		(Subcontractor)	
5		(Subcontractor)	
6.		(Subcontractor)	

NOTE: Additional numbered pages may be attached if needed.

BIDDER QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1.	SUBMITTED BY: Official Name of Firm: Address:	Ames Construction, Inc. 3737 West 2100 South West Valley City, Utah 84120
2.	SUBMITTED TO: SUBMITTED FOR: Owner: Project Name:	Farr West Engineering Virginia City and Gold Hill Wastewater Improvement Project Storey County, 100 Toll Road/OO Box 435 Virginia City, NV 89440 Virginia City and Gold Hill Wastewater Improvement Project
10	TYPE OF WORK:	Wastewater Improvement Project
4.	CONTRACTOR'S CONTACT INFORM Contact Person: Title: Phone: Email:	John Tripi, Jr. Vice President of Engineering 801-977-8012 Johntripi@amesco.com
5.	AFFILIATED COMPANIES: Name:	N/A EJCDC' C-451, Qualifications Statement.

	Address	*					
			home and a				
6.	TYPE OF	ORGANIZATION:			2		
		SOLE PROPRIETORSHIP					
		Name of Owner:					
		Doing Business As:					
		Date of Organization:					· · · · · · · · · · · · · · · · · · ·
		PARTNERSHIP					
		Date of Organization:		MARINE TO THE STATE OF THE STAT			
		Type of Partnership:					
		Name of General Partner(s):				
				WW.			
						-	
	[x	CORPORATION					
		State of Organization:		Minnesota			
		Date of Organization:		July 10, 1963	*******		
		Executive Officers:		Raymond G. Ames	5	+:	
		- President:					
		- Vice President(s):	Tony Ames	4		
		- Treasurer:		Raymond G. Ames	3		
		- Secretary:		Michael J. Kellen	10)		
		LIMITED LIABILITY COMPA	NY	STRAIT.			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	اسما	State of Organization:	41				
		Date of Organization:	-				· · · · · · · · · · · · · · · · · · ·
		Date of Organization	EJCDC* C-451, Qui	alifications Statement.			

	Memi	bers:	
	□ IOINT	VENTUDE	
		VENTURE	
	Sate o	of Organization:	
	Date	of Organization:	
	Form	of Organization:	
	Joint	Venture Managing Partner	
		- Name:	
		- Address:	
	Joint	Venture Managing Partner	
	24114	- Name:	
		- Address:	The state of the s
	Joint \	Venture Managing Partner	
		- Name:	1
		- Address:	
			William 1977
7.	LICENSING		9
		Jurisdiction:	Nevada
		Type of License:	Contractor's License/Unlimited
			0023739
		License Number:	
		EJCDC* C-45	1, Qualifications Statement.

		Jurisdiction:	Utah		
		Type of License:	Contractor's License/Unlimited		
		License Number:	241617-5501		
8.	CERTIFICATIONS	Disadvantage Business Enterprise: Minority Business Enterprise: Woman Owned Enterprise: Small Business Enterprise;	se:	CERTIFIED BY: N/A	
		Other ():		
9.	BONDING INFOR	MATION Bonding Company: Address: Bonding Agent: Address:	Travelers 150 S Fifth Street, # Minneapolls, MN 5: Brian Oestreich CS02		
10.	FINANCIAL INFO	Contact Name: Phone: Aggregate Bonding Capacity: Available Bonding Capacity as o	Brian OestreIch 612-349-2400 350 million f date of this submitte	+100 million	
101		Financial Institution:	U.S Bank		
		Address:	U.S Bank Center		
		Addiess.	800 Nicolet Mall/N	Minneapolis, MN 55402	
		Account Manager:	John Frazier		
		Pagodit Manageri	7		

Phone: 612-303-3720			
CONSTRUCTION EXPERIENCE:			
Current Experience:			
List on Schedule A all uncompleted projects currently under contract (if Joint Venture list each participant's projects separately).			
Previous Experience:			
List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).			
Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?			
□YES NO			
If YES, attach as an Attachment details including Project Owner's contact information.			
Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?			
☐ YES ☒ NO			
If YES, attach as an Attachment details including Project Owner's contact information.			
Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?			
☐YES ☒ NO			
If YES, attach as an Attachment details including Project Owner's contact information.			
SAFETY PROGRAM:			
Name of Contractor's Safety Officer:Andy Anderson			
Include the following as attachments:			
Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 and 300A - Log & Summary of Occupational Injuries & Illnesses for the past 5 years. See attached			
Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. See attached			
Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety			
E/CDC* C-451, Qualifications Statement.			

11.

12.

citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. None

Provide the following for the firm listed in Section V (and-for-each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2016	EMR	0.58
YEAR	2015	EMR	0.72
YEAR	2014	EMR	0.71
YEAR	2013	EMR	0.75
YEAR	2012	EMR	0.76

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2016	TRFR	0.86
YEAR	2015	TRFR	0.0
YEAR	2014	TRFR	0.28
YEAR	2013	TRFR	0.26
YEAR	2012	TRFR	1.42

Total number of man-hours worked for the last 5 Years:

YEAR	2016	TOTAL NUMBER OF MAN-HOURS	928,156
YEAR	2015	TOTAL NUMBER OF MAN-HOURS	765,483
YEAR	2014	TOTAL NUMBER OF MAN-HOURS	722,745
YEAR	2013	TOTAL NUMBER OF MAN-HOURS	765,815
YEAR	2012	TOTAL NUMBER OF MAN-HOURS	1,546,401

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10-percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor (and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2016	DART	0.21
YEAR	2015	DART	0.0
YEAR	2014	DART	0.0
YEAR	2013	DART	0.26
YEAR	2012	DART	0.25

13.	EQUIPMENT:				
	MAJOR EQUIPMENT:				
	List on Schedule C all p	leces of major equipme	ent avallable for use o	n Owner's Project.	
				29	
			9		
				3)	
			ē.		

OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION:

Ames Construction, Inc.

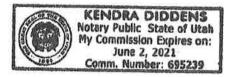
John Tripi, Jr. Vice President of Engineering

DATED:

7/20/17

NOTARY ATTEST: Kendua Didduns

SUBSCRIBED AND SWORN TO BEFORE ME
THIS DAY OF 11, 20 17



MY COMMISSION EXPIRES: U- 2- 2021

REQUIRED ATTACHMENTS

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
- 5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 12.
- 8. Additional items as pertinent.

SCHEDULE A

11	DDENT	EVDED	TENICE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Red Rock Hydoelectric	Name: WMMPA /Thomas Heller Address: 3724 W Avera Drive, Sloux Falls, SD 57109 Telephone: 605-330-6963	Name: Raiph Watt Company: MWH Telephone: 312-831-3000	7/14	Hydroelectric Power	60% Complete	\$255,643,80
USA Parkway	Name: NOOT /Pedro Rodriguez Address: 1263 S Stewart St, Carson City - NV, 89712 Telephone: 775-888-7320	Name: Matt Horrocks Company: Horrocks Telephone: 801-201-2365	1/16	Design Build Heavy Highway	80% Complete	\$75,923,220
Olmstead Hydroelectric	Name: CUWCO Address: 355 W University Pkwy, Orem Utah 84058 Telephone:801-226-7	Name: Adam Murdock Company: CH2M Telephone: 385-474-8540	9/16	Hydroelectric Power	31% Complete	\$25,914,440
Naughton FGD Ponds 1 & 2	Name: PacifiCorp Address: B25 NE Multnomah St, #906 Portland, OR 97232 Telephone: 503-813-7100	Name: Chad Tomlinson Company: MWH Telephone: 801-617-3390	5/16	Pond Reclamation	55% Complete	11,865,125
Salt Lake Airport BP4	Name: HDJV/Mindy DeCarolis Address: 4051 W. Terminal Dr, SLC, UT 84122 Telephone: 801-321-2397	Name: Brett Paxton Company: HTNB Telephone: 801-656-2101	11/16	Excavation	23% Complete	7,960,000
Sait Lake Airport Apron Paving BP9	Name: HDJV/Mindy DeCarolls Address: 4051 W. Terminal Dr, SLC, UT 84122 Telephone: 801-321-2397	Name: Brett Paxton Company: HTNB Telephone: 801-656-2101	5/17	Airport Demo	5% Complete	20,869,196
Salt Lake Airport PB3	Name: HDJV/Mindy DeCarolls Address: 4051 W. Terminal Dr, SLC, UT 84122 Telephone: 801-321-2397	Name: Brett Paxton Company: HTNB Telephone: 801-656-2101	1/16	Demo, earthwork, sewer, water storm drain	97% Complete	30,005,000

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years

	ALL Projects Completed within last 5 ye Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Project Name	Name: UDOT Address: 4501 South 2700 West SLC, UT 84114 Telephone: 801-965-4000	Name: Jon Gillchrist Company: WSP Telephone: 801-288-3234	4/15	Design Build, highway bridge underground utilities	Complete	\$28,468,000
I-15 CORE	Name: UDOT Address: SLC, UT 84114 Telephone:801-955-4000	Name: Brad Johnson Company: HDR Telephone: 801-653-7310	2/10	Design Build Highway, bridge pipe/utilities	Complete	\$1 billion
Long Canyon Mine Site	Name: Newmont Mining Address: 6363 S Fiddler's Green Circle Suite 800, Greenwood Village, Telephone CO 80111 303-863-7414	Name: Ryan Baker Company: New Field Telephone: 303-294-0950	4/15	Mine site and infrestructure, earthwork, water storm sewer pipe	Complete	16,717,700
Magnum Sawtooth Brine Pond 2	Name: Magnum Dev Solution Mining Sam Quigley Address: 3165 E Millrock Dr, #330 Holladay, UT 84121 Telephone: 801-520-3110	Name: Kevin Jennings Company: New Fields Telephone: 720-218-4364	5/15	Pond Construction	Complete	\$4,712,846/ 5,147,371
Phase IV Talling Raise & Cell 4 Expansion	Name: Barrick Cortez Mine Address: Hc 66 Box 1250 Crescent Valley NV 89821 Telephone: 775-748-1001	Name: Carl Burkhalter Company: AMEC Telephone: 303-433-0262	9/11	Tailings, Dam Construction piping.	Complete	37,500,178
Jim Bridge Closure FGD Pond 1	Name: PacifiCorp Address: 825 NE Multnomah St, #906 Portland, OR 97232 Telephone:503-813-7100	Name: Chad Tomlinson Company: MWH Telephone: 801-617-3390	5/16	Pond Reclamation pipe and pump station	Complete	\$6,222,494
Provo Canal Enclosure	Name: Provo River Water Use Assoc. Address: 285 W 1100 N Pleasant Grove, UT 84062 Telephone: 801-796-8770	Name: Adam Murdock Company: CH2M Telephone: 385-474-8540		20 miles 126" cs pipe, underground sewer/water	Complete	\$138,224,778

EXCDC* C-451, Qualifications Statement.

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SCHEDULE B

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
KUC Water Relocation	Name: Rio Tinto /Rick Hanson Address: 4700 W Daybreak Pkwy South Jordan, UT 84095 Telaphone: 801-204-2000	Name: CH2M-Hill Company: CH2M-hill Telephone: 385-474-8500	9/13	New Pipeline Corridor	Complete	\$1,05,520
Provo Westside Connector	Name: UDOT/John Higgins Address: 4501 S 2700 W, SLC, UT 84114 Telephone: 801-227-8000	Name: John Higgins Company: UDOT Telephone: 801-227-8000	9/14	Highway, earthwork, pipe, sewer, lift station	Complete	\$17,298,545
UPRR Lakeside Bridge	Name: UPRR/ Connie Winkler Address: 1400 Douglas Street, Omaha, NE 0750 Telephone: 402-544-7244	Name: Jeff Telg Company: HDR, Inc. Telephone: 402-399-1051	9/15	Railroad Bridge and Causeway	Complete	\$7,772,229
NDOT US95 Engineering Repairs	Name: NDOT /Larry Boge, P.E Address: 310 Gallettl Way, Sparks, NV 89431 Telephone: 775-688-1253	Name: Sajid Sulahria, P.E Company: NOOT Hydraulics Telephone: 775-888-7538	3/17	Install precast box culverts	Complete	\$945,809
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:	×			
	Name: Address: Telephone:	Name: Company: Telephone:				

EICDC* C-451, Qualifications Statement.

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
8 each Blades CAT 14 or 140	various	good	various
6 ea CAT D6 Dozers	various	good	various
10 ea Forklifts 8000 lbs	various	good	various
10 ea Skidsterer Loader	various	good	various
12 ea Wheel Loaders 938-980	various	good	various
4 ea Boom Trucks	vralous	good	various
15 ea Compactor	various	good	various
15 ea Excavator CAT 320-349	various	good	various
10 ea Side Dump Trucks	various	good .	various
5 ea End Dump Trucks	varlous	good	various
20 ea Pickup Trucks	various	good	various
4 ea Service Trucks	various	good	varous
2 ea Fuel Trucks	various	good	various
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EJCDC* C-451, Qualifications Statement.

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EEO COMPLIANCE STATEMENT

This statement relates to a proposed contract with _	Ames Construction, Inc.
A	(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

- I [x] have, [] have not, participated in a previous contract or subcontract subject to
 Executive Order 11246 (regarding equal employment opportunity) or a preceding similar
 Executive Order.
- 2. If I have participated in such a contract or subcontract, I [x] have, [] have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

- 3. I [x] have, [x] have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
- 4. If I have participated in such a contract or subcontract, I [X] have, [] have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Position 6

RD 400-6 (Rev. 4-00)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 7/20/17

Signature of Bidder or Prospective Contractor

3737 West 2100 South, WVC, UT 84120

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Ames Construction, Inc.	Virginia City-Gold Hill Wastewater Improvements
Organization Name	PR/Award Number or Project Name
John Tripi, Jr./Vice President of Engineering	
Name(s) and Title(s) of Authorized Representative(s)	
Sha Mar	7/20/17
Signature(s)	Date

Form AD-1048 (1/92)

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard From LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John	Tri	рi,	Jr_{z}
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(Name)

Vice President of Engineering

(Title)

(08-21-91) PN 171

CONTRACTOR'S WAIVER

_	Public Works Project No. ST-2017-03	51
Contract_		

As a condition of award of the said Contract, the undersigned Bidder acknowledges that he is aware of the provisions of Nevada Revised Statute 338.160, which provides for investment of Contract retainage, and the payment of interest thereon to the Contractor after completion of the project.

The undersigned Bidder further agrees to waive and does hereby waive all his rights to investment of and payment of interest on retainage, as provided by said statute, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this project will not be available.

IN WITNESS WHEREOF, Bidder has executed these presents this

Ames Construction, Inc.

Bidder

Title Vice President of Engineering

NOTE: This instrument should be executed by the officer who executes the contract and in the same manner.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY	
PROJECT NAME: Virginia City Gold Hill	Wastewater Improvements
CONTRACTOR NAME: Ames Construction,	inc.
representative of	pinion that each of the aforesaid agreements is oper parties thereto acting through their duly ives have full power and authority to execute said amed thereon; and that the foregoing agreements upon the parties executing the same in accordance
Name	Date
AGENCY CONCURRENCE As lender or insurer of funds to defray the costs of to payments thereunder, the Agency hereby concurs Agreement.	his Contract, and without liability for any in the form, content, and execution of this
Agency Representative	Date
regulary respirations and resident and resid	

WRITTEN ACTION OF THE BOARD OF DIRECTORS OF AMES CONSTRUCTION, INC.

The undersigned, constituting all the members of the Board of Directors of Ames Construction, Inc., a Minnesota corporation (the "Company"), acting pursuant to Minnesota law and the bylaws of the Company, hereby adopt the following resolutions as set forth below with the same force and effect as if said resolution were duly adopted at a meeting of the Board of Directors held for that purpose:

EXECUTION OF BIDS, PROPOSALS AND CONSTRUCTION CONTRACTS

WHEREAS, the Company has been, and will continue to submit bids and proposals, execute contracts and perform contracting work through its regional offices; and

WHEREAS, Owners of projects the Company is pursuing require that bids, proposals and contract documents be signed by an officer of the Company or an agent authorized by the Company to bind the Company; and

WHEREAS, it is desirable, necessary, and in the best interest of the Company to grant authority to regional representatives of the Company to execute and deliver bids, proposals and contract documents; therefore it is:

RESOLVED, that after providing the President of the Company with details of the particular bid, proposal or contract documents to be signed, and after receiving approval to proceed, the following individuals shall be authorized to execute and deliver bids, proposals, contracts, and other documents related thereto, and to do all things otherwise legal, necessary and proper to carry out their terms on behalf of the Company:

Southwestern Region

John A. Ames, Senior Vice President Gerard F. Miller, Regional Vice President of Engineering

Western Region

Mark R. Brennan, Senior Vice President John R. Tripi, Jr., Regional Vice President of Engineering

Midwest Region

Ronald L. Ames, Senior Vice President Emil J. Trebesch, Regional Vice President of Engineering

Rocky Mountain Region

Tony R. Ames, Regional Vice President Robert P. Gillis, Regional Vice President of Engineering Thomas B. Flick, Regional Vice President of Design-Build

AND

RESOLVED, that either the President or the Chairman of the Board of Directors of the Company may, when he determines it to be necessary and in the best interests of the Company, authorize any other responsible employee of the Company to execute and deliver bids, proposals and other documents related thereto. Such authorization shall be in writing.

AND

RESOLVED, that the resolutions in this Written Action shall supersede prior resolutions on the same subject to the extent inconsistent with this Written Action.

IN WITNESS WHEREOF, the undersigned have executed this Written Action to

become effective the 25th day of August, 2011.

Richard J. Ames

Raymond G. Ames

CONSTITUTING THE ENTIRE BOARD OF DIRECTORS

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Subdivision 2 permits the board to remove an officer with or without cause by a simple majority, in recognition of the fact that an officer has no fixed right to his position as an officer. Although the officer may have an action for damages under a valid employment contract with the corporation for removal without cause prior to the expiration of the contract, such a contract must be established independently of the election or appointment to the office.

Of course, the board may not have the power to remove an officer if a shareholder control agreement under section 302A.457 has mandated that a certain per-

son shall hold a certain office. Unless the shareholder agreement is modified, the board has no power to remove that person from office.

Subdivision 3 merely states that vacancies may be filled in a variety of ways, including by implication, pursuant to section 302A_305.

Any office filled under this subdivision is filled for the remainder of the term, if any, for which the original officer was elected. If the term was indefinite, or if no term was specified, the vacancy shall be filled without reference to the term.

Library References

Corporations €291 to 295. C.J.S. Corporations §5 723, 732 et seq.

302A.351. Delegation

Unless prohibited by the articles or bylaws or by a resolution approved by the affirmative vote of a majority of the directors present, an officer elected or appointed by the board may, without the approval of the board, delegate some or all of the duties and powers of an office to other persons. An officer who delegates the duties or powers of an office remains subject to the standard of conduct for an officer with respect to the discharge of all duties and powers so delegated.

Laws 1981, c. 270, § 53, eff. July 1, 1981.

Reporter's Notes-1981 By Bert Black, Reporter

Source:

New

Former Minnesota Provision:

None

Change From Former Law:

Prior Minnesotz law did not address this issue.

General Comment

This section explicitly gives the elected or appointed officers the power to assign

duties to persons filling subordinate positions, without board approval. The officer remains liable for damages to the corporation for the actions of those persons if the officer has violated the standard of conduct set forth in section 302A.331 in the course of delegating duties to, or failing to supervise, those persons. However, the articles or bylaws, or a resolution of the board may prohibit the officers from delegating some or all of their duties.

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Library References

Corporations \$ 758 et seq.

302A.361. Standard of conduct

An officer shall discharge the duties of an office in good faith, in a manner the officer reasonably believes to be in the best interests of the corporation, and

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JOHN TRIPI

VICE PRESIDENT OF ENGINEERING

He is currently assigned to Ames Western Region as Vice President of Engineering. As Vice President of Engineering he is responsible for the management of field engineering and construction project estimating. He is also responsible for providing technical and field support to our mining and rock excavation projects and overseeing all drilling and blasting company wide.

He has been employed by Ames Construction Inc. for the past 31 years. He has experience in project management including field engineering, estimating, project controls, cost control, QA/QC, subcontract administration and safety. He previously worked on a variety of mining, heavy and highway projects as a Foreman, Project Engineer and Project Manager.

John's experience and responsibilities include management and supervision of supervisors, project managers, engineers, and estimators for the company in the estimating, management scheduling and construction of various General Engineering construction and design-build projects including; roads, highways, water retention dams, hydro-electric power plants, plant site, mine site facilities, mine tailings dams and leach pads, contract mining, residential infrastructure, airports, underground utilities (all types), water & waste water plants, pumping stations, railroad and railroad facilities, process piping and site development projects. His demonstrated ability in the scope of work on these projects, includes excavation, grading, drainage, utilities, electrical, ATMS, concrete structures, bridges, crushing, asphalt and concrete paving, and all other features of work required for complete construction of the above work.

John has been responsible for overseen and estimated projects ranging from \$100,000.00 to over \$1 billion for the above type work.

Major Ames projects he has worked on include:

- -Red Rock Hydroelectric Project
- -Legacy Parkway Segment 1 & 2
- -Pegasus Gold Black Pine Contract Mining Project
- -Kennecott Smelter/Refinery/Tailings Projects
- -Melco Contract Mining Project
- -Interstate I-35E Highway
- -Sulphur Creek Dam & Reservoir
- -Jim Falls Hydroelectric Project
- -Kennecott Modernization Project
- -Roosevelt Lake Dam & Bridge
- -Gem State Hydroelectric Project



JOHN TRIPI

page 2

Prior to joining Ames, he worked as a Blasting Engineer for a Colorado base contractor and as an Associate Engineer for a mining company.

Education:

M.S., Mining Engineering, University of Missouri, Rolla, 1984 B.S., Mining Engineering, University of Missouri, Rolla, 1982

Member

-Society of Explosive Engineers

-Society of Mining Engineers

-American Society of Civil Engineers
-Dispute Review Board Foundation

Contractor License Qualified Person in AZ, CA, ID, NV, UT



Tim Odell

Western Region Senior Vice President

Tim is a Senior Project Manager (PM) for Ames who has managed large transportation DB projects as Deputy Project Manager and Deputy Director, and managed both best-value and fixed-price procurement method DB projects. These include large complex projects that involved integrating multiple phases to minimize user disruptions, and coordinating with multiple local governmental jurisdictions, regulatory agencies, public and private utility companies, and client representatives. Tim played a key role in completing these projects with minimal inconvenience to stakeholders, creating an atmosphere of innovation and cost-saving measures, meeting both the contractor's and client's budgets, and ensuring compliance with quality specifications with safety records well below the industry averages.

RELEVANT PROJECT EXPERIENCE

UDOT, I-15 CORE Design-Build, Utah County, UT

Years of Experience:

Deputy Project Director

3

Ames PM/JV Deputy Project Director responsible for overall construction of the project. This \$1.1-billion fixed-price best-value procurement involved reconstructing 24 miles of I-15 through Utah County including widening 10 interchanges and 63 bridges, and became the fastest billion-dollar public highway project built in U.S. history. Planning techniques such as using lane closures on off-peak hours, ABC, and performing off-line work in interchanges prior to reducing traffic were used to reduce impacts to the traveling public. Tim brings to the Point experience in minimizing traffic impacts during construction as demonstrated the project receiving over 90% of the allowable incentives for closure reductions on I-15 CORE. Mainline I-15 was constructed with a designed 40-year life concrete pavement with portions constructed with a concrete overlay. Project quality was ISO 9001 compliant with over 58,000 items inspected and over 16,000 control points.

MnDOT, TH 212 Design-Build, Minneapolis, MN

Years of Experience:

| Deputy Project Manager

13

Ames PM/JV Deputy Project Manager responsible for overall construction of a \$238-million DB, best-value project. Project involved constructing 11 miles of new freeway through an urban corridor, 7 interchanges, 28 bridges, 10 million cubic yards of earthwork, concrete and bituminous pavement, and drainage/utility installations. The project was adjacent to several highly environmentally sensitive areas, and required coordination with 4 cities and 2counties. Tim brings experience in balancing scope with client budget considerations as evidenced by the project receiving AASHTO's 2007 National Value Engineering Award.

MnDOT, ROC 52 Design-Build, Rochester, MN

Years of Experience:

| Deputy Project Manager

13

Ames PM / JV Deputy Project Manager responsible for overall construction of a \$232 million DB, best-value project. Project involved reconstructing 10 miles of freeway construction including 11 interchanges, 26 bridges, concrete mainline pavement, MOT, retaining walls, and utility installations. Project executed in multiple phases while maintaining traffic and causing minimal disruption to the public. First best-value MnDOT DB project. Tim brings experience completing large projects ahead of schedule – the project received the maximum schedule incentive for early completion.



EDUCATION

Relevant education:

BS, Civil Engineering, University of Minnesota, 1992

Relevant professional registrations:

Professional Engineer:

MN 41293

Numbers of years with Ames:

20

Ames PM / Joint Venture (JV) Deputy Project Director for I-15 CORE Design-Build Ames PM / JV Deputy Project Manager for TH 212 Design-Build Ames PM / JV Deputy Project Manager for ROC 52 Design-Build

References

- Todd Jensen, UDOT Statewide Quality Director ToddJensen@utah.gov 801-860-6221
- Jon Chiglo, MnDOT
 Division Director, Engineering Services jon.chiglo@state.mn.us

 651-366-4826
- Terry Ward, MnDOT Project Manager Terry.ward@state.mn.us 507-286-7688



Andy Anderson

Regional Safety/HR Manager

Years in the Industry

Years with Ames

Education B.S. Construction Management Utah Valley State College

Certifications See List

Training See List

Summary

Andy is currently the Division Manager of Health, Safety and Human Resources for Ames Western Region. As the Division Manager, Andy develops, implements, coordinates and enforces the corporate safety, health, and human resource programs for all projects administered through the Western regional office. Andy also supervises a team of safety supervisors, HSE technicians and administrative assistants assigned to various commercial, industrial and mining projects throughout the western states to maintain corporate HSE goals. He reports to the Corporate HSE Director.

Relevant Experience

Division Manager of Health, Safety and Human Resources, Western Region, West Valley City, Utah

Andy's responsibilities include:

- Develop and administer site specific Safety, Health and Environmental Action Plans
- Conduct training in accordance with the Mine Safety and Health Administration 30 CFR
- Part 48 Surface Mines and Part 46 Sand and Gravel Mines
- Perform audits to ensure compliance with MSHA/OSHA, client and company regulations
- Accident/Incident Investigations including root cause analysis
- Develop Job Safety Analysis/Risk Assessment
- Prepare and conduct formal craft and supervisory safety meetings
- Conduct Industrial Noise Dosimetry and administer Hearing Conservation Program

Andy has acquired the following training and certifications throughout his career:

- Registered Safety Officer through the International Board of Environmental Health and Safety
- Certified Instructor from the US Dept. of Labor Mine Safety and Health Administration (MSHA) for
- Part 48 Surface Metal/Non-Metal Mines
- Competent Person designation for MSHA Part 46 Sand and Gravel



- Mine Training
- OSHA 10-hr Construction Safety 01/2001
- OSHA 30 hr Construction Safety 01/2004
- Low Level Radioactive Waste Worker Training
- First Aid-CPR Certified 01/2004
- Fall Protection "Competent Person"
- Accident Investigation Course, St. Paul
- D-2000 Confined Space Entrant/Attendant/Supervisor
- National Safety Council Supervisors Development Program
- Forklift Operators Trainer in accordance with 29 CFR 1910.178
- Traffic Control Supervisor certified through UDOT
- Environmental Control Supervisor certification through UDOT
- Trench Safety/Excavation Awareness Program
- MSHA certification for Industrial Hygiene, Noise and Dust Sampling
- Certificate of Completion for Timberline Estimating Software
- Certificate of Completion for Primavera P3 Scheduling Software

Andy Anderson 01/14



Ames Construction, Inc.*

Greg Lahr

Safety Manager

Years in the Industry 26

Years with Ames

Education
B.S. Engineering
Cal State University
Northridge

Certifications
MSHA Certified
Instructor

American Red Cross First Aid and CPR Certified Instructor

Competent Person Instructor

Training OSHA 30 Hour

OSHA 10-Hour

OSHA 500

OSHA HAZWOPER

Zero Harm

UDOT Traffic Control Maintainer

OHSA Competent Person

KUC & Barrick Contractor Orientation

Various company safety and management training courses

Summary

Greg has spent his entire career managing project safety and environmental compliance throughout the western United States. As a Project Safety Manager, Greg develops, implements, trains, and manages projects' site specific health and safety and environmental plans in addition to the corporate health and safety and environmental plans. He travels to project sites assisting the Regional Safety Manager in conducting safety audits, storm water prevention plan audits, develops safety hazard analyses and various industry and company trainings. Greg also conducts incident investigations performing a root cause analysis.

Relevant Experience

Site Safety Manager, Red Leaf Resources Phase I, Vernal, Utah

Greg recently managed the site specific safety program on the approximately 400 acre site development project for Red Leaf Resources. The project scope of work included 300,000 cubic yards of earthwork for site preparation and grading, 1.1 million cubic yards of drilling and blasting for rock excavation, material processing, water pond construction, material pad construction, and haul road construction for a proprietary project in eastern Utah.

Field Safety Manager, Western Region Mining Group, Carlin, Nevada

Greg has been overseeing the implementation of the corporate safety, health and environmental plans for the western region out of the Carlin, Nevada area office. Greg's responsibilities included frequent travel to various mining and construction sites to perform safety audits, sound level surveys, dust monitoring, safety hazard analysis and safety training. He assisted the Regional Safety Manager in conducting OSHA and MSHA training, jobsite safety orientations and developing new safety policies and procedures to address the changes in the industry.

Safety Manager, I-15 CORE Project, Utah County, Utah, \$1.2 billion

Greg was the Safety Manager on this major joint-venture, design/build highway widening project along the I-15 corridor from Lehi Main Street to Spanish Fork. The project will add an additional two lanes in each direction, extend the express lane from University Parkway in Orem to Spanish Fork, rebuild and reconfigure 10 freeway interchanges, replace and restore 61 bridges. Greg's role on the project is one of the most demanding and time consuming in monitoring all field work, including that of subcontractors, along the entire 24 mile corridor of the project. In addition, he performed the safety orientation of new hires and a majority of the training for the project's



Ames Construction, Inc.

personnel such as; rigging, fall protection, trenching and excavation, forklift operations, OSHA, and first aid.

Safety Manager, Chevron Refinery, Salt Lake City, Utah, Total of Projects \$14 million

Greg oversaw the safety with all field work activities performed by Ames personnel during construction at the Chevron Refinery. His role involved direct task training, assisting in work plan JSAs creation, and implementation and refinement of safety work practices in conjunction with Chevron safety personnel. Most of the work at the site involved labor intensive piling and concrete activities. No accidents were reported over the four-year period onsite which demonstrates the proactive approach taken to safety by Greg and Ames.

Safety/Environmental Supervisor, Bull Mountain Rail Spur, Yellowstone and Musselshell Counties, Montana, \$105 million

Greg managed the safety and environmental plans on this design-build project to construct a new 36-mile long rail spur near Billings, Montana. The project was completed under an unusually aggressive schedule, completing in only one year with many remarkable achievements, including 11 million cubic yards earthwork in less than nine months, five bridges in seven months, and 3 million cubic yards drilled and blasted rock excavation. Work was conducted 24 hours-a-day, 7 days-a-week during both summer and winter seasons. Construction operations were confined in narrow right-of-way with challenging railroad grade and curve restrictions and numerous county and private road improvements. The project was constructed during one of the coldest winters in Montana history. The project followed an A-B-C shift method which ran equipment 24 hours-a-day, 7 days-a-week to keep the fill material "live" and prevent freezing so that it could pass quality testing. Greg developed and performed all new orientation training performed and ongoing task training over the course of the project.

02/15



Ames Construction, Inc.

Jose Acosta

Pipe Superintendent

Years in the Industry

Years with Ames

Education High School Diploma

Certifications None

Training
Various company safety
and management
training courses

Summary

Jose has shaped his career over the last 10 years with Ames as a Pipe Foreman and Pipe Superintendent. His experience installing pipe includes numerous types of pipe including, reinforced concrete pipe, ductile iron, PVC, HDPE, CMP, carbon steel and ranging from 4-inches to 126-inches in diameter. He has played an integral role in supervising and training craft personnel on pipe installation procedures, scheduling, work layout, inspection and testing. His attention to detail has proven valuable to every project he has been a part of and has resulted in projects completing on time and within budget with minimal quality issues.

Relevant Experience

Pipe Superintendent, NA5 Data Center, Los Luncas, New Mexico

Jose was pipe superintendent for Ames on the NA5 Data Center in New Mexico. He was responsible for installing 10,000 lf of 24"-72" storm/sewer 10-30 feet deep and manholes, 18,000 lf of 6" to 10" PVC sanitary sewer and 62 manholes along with 6,000 lf of 6" to 12" water line, valves and fire hydrants.

Pipe Superintendent, USA Parkway, Reno, NV

This project consisted of construction 14 miles of new 4 lane highway from Interstate 80 to US 50 in Storey and Lyon County, NV. Jose was Ames Pipe Superintendent responsible for storm drain installation consisting of 11,7000 If of 18 to 60" RCP pipe.

Pipe Superintendent, Rio Tinto-US Borax Pond R-7 and FCC 1, Boron, California \$6.5 million

Jose was the Pipe Superintendent on this new pond construction for US Borax operations. The pond was a1 million square foot pond with 136,000 cy of excavation and embankments placed. The pond had a leak detection system, was lined with 1 layer of GCL followed by HDPE liner. Jose was responsible for installing a 20 foot vertical turbine pump along with 1.5 to 8 inch HDPE pipe and associated piping. Leak detection instrumentation was installed under the liners with remote readouts.

Pipe Foreman, I-15 CORE Project, Utah County, Utah, \$1.085 billion

Jose was a Pipe Superintendent on this major joint-venture, design/build highway widening project along the I-15 corridor from Lehi Main Street to Spanish Fork. The project added an additional two lanes in each direction, extended the express lane from University Parkway in Orem to Spanish Fork, rebuilt and reconfigured 10 freeway interchanges, replaced and/or restore 61 bridges, and provided additional improvements to relieve traffic congestion to meet future anticipated travel demands. Jose was responsible



Ames Construction, Inc.®

for multiple utility relocations involving over 15,000 If 6" to 24" ductile iron pipe water pipe valves fittings fire hydrants, over 18,000 If of 8" HDPE pipeline, multiple culvert crossings.

Piping Foreman, Provo Reservoir Canal Enclosure, Utah County, Utah, \$131 million

Jose was the Piping Foreman on this project that included supply and installation of 19.4 miles (102,145 linear feet) of 126-inch diameter welded carbon steel pipeline to enclose an existing canal that ran through urban areas of Utah County. The project also included construction of air valve and blow-off structures, 40 turnout structures, crossing of 34 city streets. Jose was responsible for the installation and rerouting of 167 utility conflicts including 4" to 12" sewer and 6" to 24" water line.

Jose Acosta 07/17

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries an

U.S. Department of Labor

Occupational Safety and Health Administration Year 2015

All establishments corered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the critics are complete.	ven'il no injunes or the entries are complete	Foan approved Oakle no. 1218-0078	Fam approved	OMB no. 1218-cm
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "O."	wile the totals below, o cases write "0."	Establishment information		
Employees former employees, and their representatives have the right to raidew the OSHA Form 300 in its entiraly. They also have limited access to the OSHA Form 301 or its equivalent. See 28 CFR 1904.35, in OSHA's Recordiceping rule, for further details on the access provisions for these forms.	w the OSHA Form 300 in thent. See 28 CFR 1904.35, these forms	Your establishment name. Ames Construction Inc. Reports are for UT Region. Street. 2000 Ames Drive.	9	
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Number of Days		Employment information		
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(1) (1)	1	Total hours worked by all employees last year	Ē	
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	*	Trish Campbell	Cleans Administrator	
Post this Summary page from February 1 to April 30 of the year following the year	ear following the year	952-867-5/20 Phone	1/12/2016	

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries an

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Your establishment name Ames Construction Inc.

Establishment information

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Street 2000 Ames Drive	City Burnsville States	Industry description (e.g., Manufacture of molor buck insites) HIWAY HEAVY CONSTRUCTION	Standard Industrial Classification (SIC), if known (e.g., SIC, 3715)	OR North American Industrial Classification (NAICS), d'known (e.g., 336212)	Employment Information	Aranula lavesage rumber of employees 348	Total hours workled by all employees last 722,745	and there	Knowingly Eskifying this document may result in a fine.	Toutify that I have examined this document and that to the best of my knowledge the entries are this, accerate, and complete.	Trish Carrebell	952-877-6128 Phone.
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in OSHA's Recordkeeping	Number of Cases	Total number of deaths	o	(9)	Number of Days	Total number of days away from work	376	Injury and Illness Types	Total number of	(1) Injury (2) Skin Disorder (3) Respiratory Condition		Post this Summary page from February 1 to April 30 of

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Claims Specialist

1/9/2015 Date

Summary of Work-Related Injuries and Illnesse: OSHA's Form 300A (Rev. 01/2004)

Year 2013

Occupational State State State State State State States Administration of the state State States Sta U.S. Department of Labor

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Report for state of, UT

Your establishment name Ames Construction Inc.

Street 2000 Ames Drive

Establishment information

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OSHA CITATION HISTORY: 5 YEAR (3/1/2013 -3/18/2017)

#	Opened	State	Type	Penalty	Violation/ Merit	CITATIONS	CORRECTIVE ACTION
Н	1/27/2017	N	Complete	\$2,200	1 Serious	OSHA cited Ames for having a bench in a Type C soil. Ames classified it as a Type B and our outside soils engineering firm has agreed with us.	Ames immediately launched refresher training for all site personnel. Soils engineering training was completed within 7 days to avoid future issues.
2	7/27/2016	5	Complete	\$300	1 Other	Low Pressure on fire extinguisher.	Replaced fire extinguisher.
m	08/31/2015	প্র	Planned	\$500	4 Other	Walkway toe board missing; Program deficiency on LOTO; missing inspection form on air compressor.	Revised program, provided air compressor inspection form and installed toe board on platform.
4	08/27/2015	ð	Accident	\$ 750	1 General	Forklift operator improperly loaded equipment caused machine to tip. Serious Citation vacated; general citation reduced from \$900 to \$750.	Company retrained operators on forklift backing procedures and how to more safely handle concrete barriers.
r2	07/16/2015	ND	Planned	\$1,500	1 Other	Utility company failed to respond in a timely manner and our crews worked around an unsupported utility line in an excavation. No verified exposure.	Crews advised to wait until utility company(s) arrive and support lines before working.
9	11/06/2014	CA	Program Related	\$ 200	1 Other	Electrical inspection inadequate or not documented.	Deficiency corrected at project.
7	07/26/2014	క	Power Company Referral	\$3,745	4 Other	Operator contacted guy wire on an electrical pole stabilizing guy wire. Citations for training, notification and proximity work.	Operator drove too close to power pole. Retrained the operators on proximity awareness and operation.

						Employee failed to wear fall protection as	Safety alert issued for workers
00	11/07/2013	Z	Planned	\$3,000	1 Serious	required. He was properly trained and was to use fall protection gear.	to use fall protection gear.
				*:		equipment.	company wide.
x						Employee stood between a large dumpster Issued Safety Alert and	Issued Safety Alert and
6	4/29/2013	8	UnProg.	\$3,000	I Serous	and loader. Other employee pushed other	initiated training on pinch
						end of dumpster.	points and caught in hazards.

AMES CONSTRUCTION, INCORPORATED

Project Safety Manual

Submittal Copy



PROJECT SAFETY MANUAL

"Safety is No Accident"

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Southern Nevada Office 2310 Corporate Circle, Suite 200 Henderson, Nevada 89074 (702) 486-1100

STATE CONTRACTORS BOARD

Northern Nevada Office 9670 Gateway Drive, Suite 100 Reno, Nevada 89521 (775) 688-1141

The Nevada State Contractors Board certifies that

AMES CONSTRUCTION INC

Licensed since April 18, 1986

License No. 0023739

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RAYMOND G AMES, President RICHARD JAMES AMES, COB TODD MARTIN GODERSTAD, Qualified Inc. JOHN ROBERT TRIPI, Qualified Individual

A-GENERAL ENGINEERING

LIMIT:

Unlimited

EXPIRES: 04/30/2018



Chairman, Nevada State Contractors Board



STATE OF NEVADA **CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(8) SHOWN:

AMES CONSTRUCTION INC 2000 AMES DR BURNSVILLE MN 55306

LIC, NO.

EXPIRES:

LIMITINIImited Class: A

0023739

04/30/2018

STATE OF NEVADA STATE CONTRACTORS BOARD

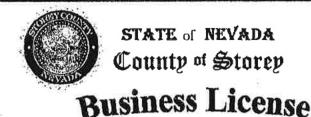
9870 Galeway Drive, Suite 100 Reno, Nevada 89521 2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_ pocket cards at ten deltara	to cover the cost of	additional
Firm Name		
License No		
Date:	By:	

AMES CONSTRUCTION INC 2000 AMES DR BURNSVILLE MN 55306

Storey County Business Licensing P O Box 526 Virginia City NV 89440



AMES CONSTRUCTION, INC. TRIPI, JOHN R. 1135 TERMINAL WAU #207 RENO NV 89502

Located: 1705 PERU DR MCCARRAN

Issue Date: 5/30/17

Class: C

License #: 18-2341

AMES CONSTRUCTION, INC., having paid the required Storey County business license fee(s) in the amount of \$ 206.00 is hereby granted permission to transact business under this CONTRACTOR license for the period 7/01/17 through 6/30/18 in conformance with and subject to the County Commissioners of Storey County, Nevada.

Conditions:

~ COUNTERSIGNED ~

Hugh Gallagher - Storey County Comptroller

Dean Flaymore - Commissioner's Assigned Administrator

Please Post in Conspicuous Place

Account: # 018033
** NON-TRANSFERABLE **

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

References

PacifiCorp – Closure of FGD Ponds 1 and 2 at Naughton – Landon Hatch, (801) 220-4431, cell (801) 656-8488. Ames is currently 50% complete with this project for PacifiCorp which involves borrow excavation, capping existing FGD Pond 1 & 2, placing GCL clay liner, installing dewatering system and covering GCL liner with cover soil.

Kennecott Utah Copper – Kennecott Tailing Dam- Erick Franco, (801) 204-3526- Scope of work includes over 125 million cubic yards dam construction, and over 1 million linear feet of pipe installation (HDPE and Carbon Steel) for the past 18 years. Operations run 24 hours a day, 365 days a year with tailing placement occurring nine months of the year.

Portage – Moab UMTRA Project-Kirk Briscoe, (435) 564-3425 x 3- Ames is currently performing 2 million cubic yards of excavation of the Crescent Junction Disposal cell.

Newmont-Long Canyon Mine-Gordon Mountford, (775) 7778-2835-Mass earthwork project for a new mine complex west of Wendover, Nevada and includes topsoil stripping, road construction, waste rock storage facility, heap leach pad, sediment basin mine complex, and landfill.

BID OPENING FORM
Storey County Public Works
Virginia City and Gold Hill Wastewater Improvement Project
Friday, July 21, 2017

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July 25, 2017

Storey County Board of Commissioners

Re: Bid Acceptance of Virginia City and Gold Hill Wastewater Improvement Project

Dear Commissioners:

Farr West Engineering compiled the bid information following the bid opening for the Virginia City and Gold Hill Wastewater Improvement Project on July 21, 2017. Ames Construction, Inc. (Ames) is the apparent low bidder with a bid price of \$10,693,775.90.

Farr West Engineering has evaluated Ames' Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered "responsive". We have also performed a due diligence check on Ames by checking references, System for Award Management, Nevada State Contractor's Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that they are qualified to perform and complete the work associated with this project. A search with the Contractor's Board shows no disciplinary action against Ames and they are within their licensed limits. A search for debarment on the System for Award Management shows no action. A search of the Secretary of State shows that they are in current and good standing. Lastly, a search of the Labor Commissioner shows no action as well.

Ames has over 50 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, Farr West finds Ames as being a "responsible" Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,

Lucas Tipton, Principal Engineer

Attached: Bid Tabs and Bid Submittal Package



NOTICE OF AWARD

Date of Issuance	:		
Owner:	Storey County	Owner's Contract No.:	ST-2017-051
Engineer:	Farr West Engineering	Engineer's Project No.:	983
Project:	Virginia City and Gold Hill Wastewater Improvement Project	Contract Name:	Virginia City and Gold Hill Wastewater Improvement Project
Bidder:	Ames Construction, Inc.		
Bidder's Address	s: 3737 West 2100 South, West Valle	ey City, Utah 84120	
TO BIDDER:			
	fied that Owner has accepted your essful Bidder and are awarded a Cor		_] for the above Contract, and that
the base bid.			
	•	tes, or sections of Work aw	
The Contract Pri seven hundred s	ce of the awarded Contract is: \$ 10 eventy five dollars and ninety cents)	[note if subject to unit pr	rices, or cost-plus]
Contract	executed counterparts of the Agree Documents accompanies this Noti lectronically. [revise if multiple copie	ice of Award, or has beer	transmitted or made available to
∑ as	et of the Drawings will be delivered	separately from the other	Contract Documents.
You must co of Award:	mply with the following conditions p	precedent within 15 days o	f the date of receipt of this Notice
1. Deli	ver to Owner [_5_]counterparts of the	he Agreement, fully execut	ed by Bidder.
and	ver with the executed Agreement(s) insurance documentation as specicles 2 and 6.	the Contract security [e.g.	, performance and payment bonds] o Bidders and General Conditions,
	ce of Award is contingent on Agency er conditions precedent (if any):	, approval of the Contract,	per form 495-1.
	mply with these conditions within the of Award, and declare your Bid sec		le Owner to consider you in default,
counterpart of t	ays after you comply with the above he Agreement, together with any ad of the General Conditions.	e conditions, Owner will ret Iditional copies of the Cont	turn to you one fully executed ract Documents as indicated in
Owner: Store	y County Public Works		
Auth By: Title:	orized Signature		
Copy: Enginee	r		
		510. Notice of Award.	

July 26, 2017

Marshall McBride, Chairman Storey County Commissioners P.O. Box 176 Virginia City, NV 89440 via USPS & e-mail

via e-mail

SUBJECT: Storey County Sewer Project Contract - Concurrence to Award Contract to Ames Construction Inc. - \$10,693,775.90

Dear Mr. McBride:

The USDA Rural Development has reviewed and concurs in Low Bid Award to Ames Construction Inc. for the above referenced project in the amount of \$10,693,775.90.

The USDA Rural Development requests that the contract documents be prepared to include insurance requirements and all documents including technical specifications in one document. We will need five bound original sets. The contract documents must be completely signed including our agencies concurrence prior to the Pre-Construction Conference. We need several days to complete our review before we can sign the concurrence certificate.

If you have any questions, please call me at 775-887-1222 ext. 112, or email me at john.nelson4@nv.usda.gov

Sincerely,

Gohn Nelson, P.E. & P.L.S.

John C. Nelson

State Engineer

USDA Rural Development (Nevada)

cc: Lucas Tipton, P.E. Farr West Engineering Lisa Goodfellow, USDA Rural Development

Lisa Goodfellow, USDA Rural Development via e-mail Cherie Nevin, Storey County via e-mail



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017	Estimate of time required: 45 min.
Agenda: Consent [] Regular agenda	[X] Public hearing required []
comments from the Commissioners, strin an Economic Development Financin Legislative Special Session (SB 1). All Analysis and Cory Hunt with the Gove parameters include constructing an effl Reclamation Facility (TMWRF) to the the pipeline (\$35 million) will be paid Nevada pursuant to SB 1. The bonds within TRI. A tax increment area may	ON ONLY – NO POSSIBLE ACTION: Discussion and aff and the public regarding the possibility of participating ag Proposal pursuant to Senate Bill 1 of the 2015 Nevada so participating will be Jeremy Aguero with Applied ernor's Office of Economic Development. Project quent water pipeline from the Truckee Meadows Water Tahoe Reno Industrial Center (TRI). The estimated cost of for from the proceeds of bonds issued by the State of would be repaid from incremental tax revenues generated be created pursuant to NRS Chapter 278C which would cortion of increased tax revenues would be dedicated to
2. Recommended motion: None. Wo	rkshop & Discussion Only with No Possible Action
3. Prepared by: Pat Whitten	
<u>Department</u> : Commissioner's Office	<u>Telephone</u> : 847-0968
4. Staff summary: Please see Page 2	
5. Supporting materials: Economi	c Development Financing Proposal – June 2017
6. Fiscal impact: Yes	
Funds Available: Future IncremComptroller	nental State and County Revenue Fund: Various
7. Legal review required: Yes	District Attorney
8. Reviewed by:	
Department Head	Department Name: Commissioner's Office
County Manager	Other agency review:
9. Board action:	
[] Approved [Approved with Modifications Continued

Agenda Item No.

4. Staff Summary:

During the workshop, presentations will be made by Jeremy Aguero, Principal analyst with Applied Analysis and possibly Cory Hunt with the Governor's Office of Economic Development. The primary topic of discussion will be our potential to participate regionally in the importation of treated effluent from the TMWRF to the TRI. There are essentially 3 working components associated with this project; those being:

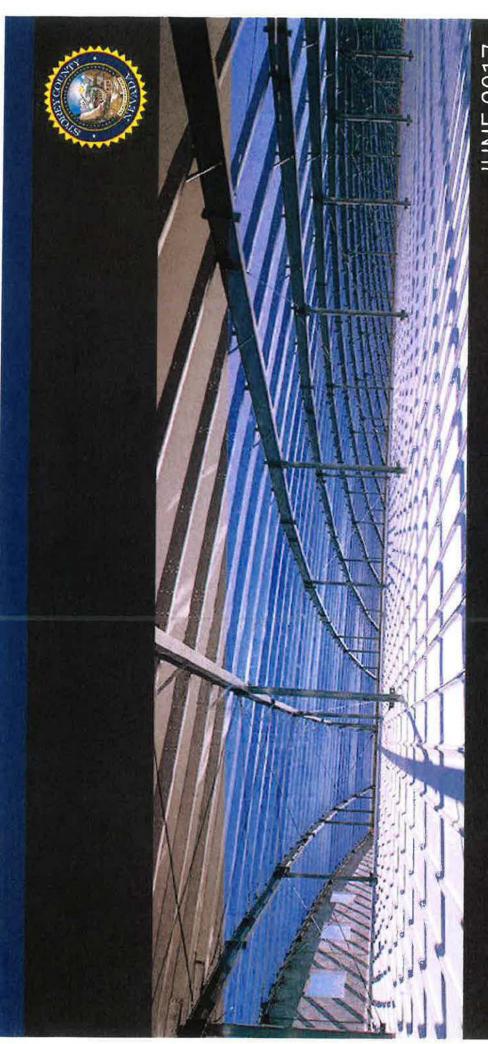
- 1. Construction and financing of a 13 mile pipeline from TMWRF to the TRI. The projected cost on this is approximately \$35 million. This is the singular project component we would be involved with.
- 2. On-Site system improvements within the TRI in the estimated amount of \$30 million. We are not considering involvement in this component.
- 3. Valuations and negotiations on the actual transfer of water from TMWRF to TRI. We are not involved in this component.

Legislation passed in the 2015 Special Session of the Nevada Legislature provides for the potential creation by the Board of County Commissioners of a Tax Increment Area (TIA) within which portions of increased tax revenues could be directed to repayment of bonds issued by the State to cover pipeline construction costs. It is important to note that this is a multi-step process which includes:

- 1. Today's workshop to publicly discuss key factors and analysis underlying the pipeline project and our potential participation.
- 2. A follow-up meeting tentatively scheduled for August 15th, to consider possible approval of our final application submittal to the Governor's Office of Economic Development (GOED) for consideration. Please note we are still not obligated or bound to participate at this point.
- 3. If submitted, GOED has 45 days to determine the acceptability and conformity of our application and will notify us as to if it is a "qualified" project.
- 4. The process then comes back to the Board of County Commissioners to potentially establish a TIA thru additional public meetings. If established, we are then committed to participate and portions of increased tax revenues would be dedicated as a source of repayment of the bonds.

There is substantially more information involved in a project of this scope that can hopefully be best provided thru public presentation and discussions during the workshop and subsequent meetings.

Staff's recommendation is simply to weigh and consider what you hear at the workshop, ask any and all questions you may have and make sure you have sufficient and solid answers to potentially base your future decisions on.



JUNE 2017

ECONOMIC DEVELOPMENT FINANCING PROPOSAL

Tahoe Reno Industrial Center Effluent Water Pipeline

Presentation Objectives







Economic Development Provide an Overview of Financing Proposal Storey County's

Summarizes the Current Preliminary Submittal Application and Status of the Provided

and Development of the Timelines for Financing Project (If Deemed Discuss Potential Appropriate)



Economic Development Financing Proposal Provide an Overview of Storey County's

Key Players

Private

Public

Applicant

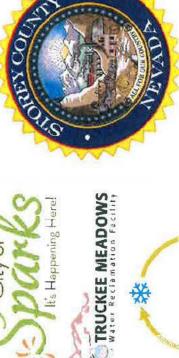
ECONOMIC DEVELOPMENT

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ECONOMIC DEVELOPMENT FINANCING PROPOSAL Tahoe Reno Industrial Center Effluent Water Pipeline

Provide an Overview of Storey County's Economic Development Financing Proposal

Project Overview

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Effluent Water



Water Pipeline (Off-Site Improvements)



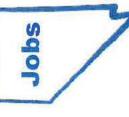
Water Processing (On-Site Improvements)



Economic Development



IAHOE (E)



Consideration

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"The Project"

Under

TRIGID



ECONOMIC DEVELOPMENT FINANCING PROPOSAL



Project Overview



Effluent Water



Water Pipeline (Off-Site Improvements)



Water Processing (On-Site Improvements)





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Consideration

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Economic Development Financing Proposal Provide an Overview of Storey County's

Enabling Legislation: SB1 (2015)

Senate Bill No. 1-Committee of the Whole

provide natural gas to the legal boundary of an economic diversification district, authorizing the creation of an improvements district to acquire, operate and maintain an electrical project and a fire protection project for a qualified project; authorizing a regional transportation commission in a county in which a qualitied project is located to acquire, taxes to a project that satisfies certain capital investment and other requirements, authorizing the governing body of a city or county to grant abatements of certain permitting and heensing fees imposed or charged by the city or county. provisions governing the creation of districts for the promotion of economic development and the pledge of ection sales and use tax proceeds for those districts, providing for the expansion of infrastructure necessary to freight rail service or contract for the construction or upctation of such a project, authorizing a numeripality to designate a tax inverseme area for certain natural resources projects and rail projects conducted in relation to a quatified project; revising provisions governing the allocation of AN ACT relating to commerce providing for the issuance of transferable tax credits and the partial abatement of ecitain authorizing the Office of Economic Development to approve an economic development financing proposal under certain circumstances, requiring the State Board of Finance to issue general obligation bonds of the State pensium to an economic development financing agreement approved by the Office; establishing limitations on the amount of the general obligation bonds of the State that may be outstanding pursuant to an economic development financing agreement, revising provisions relating to the administration of certain tax increment areas, improvement districts and other special districts, created by a local government pursuant to an Imancing agreement revising e creation of districts for the payment of debt incurred by a manicipality that has designated a tax increment area for the purpose of financing provisions governing the issuance of state obligations for certain purposes related to natural resources; and providing project: revising provisions governing the allocation of certain sales and use taxes and employer excise taxes for the an undertaking, revising provisions governing the financing of certain undertakings in a tax increment area, revising construct, improve, maintain and operate a project to provide other matters properly relating thereto development

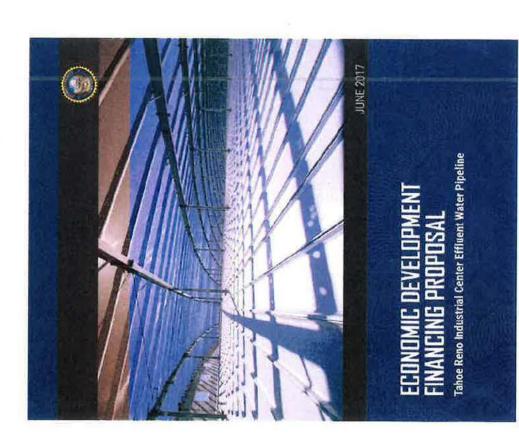


notice from the Office that a qualified project will be pursuant to which a local government that receives government and that determines there is a need to development of the qualified project may submit to bonds, securities or other indebtedness issued by projects would be financed from the proceeds of "Sections 19-29 of this bill establish provisions the Office an economic development financing proposal pursuant to which the infrastructure finance infrastructure projects to support the located within the jurisdiction of the local the State of Nevada."

Note: The reference Senate Bill 1 (SB1) is from the 2015 Special Session.

ECONOMIC DEVELOPMENT FINANCING PROPOSAL

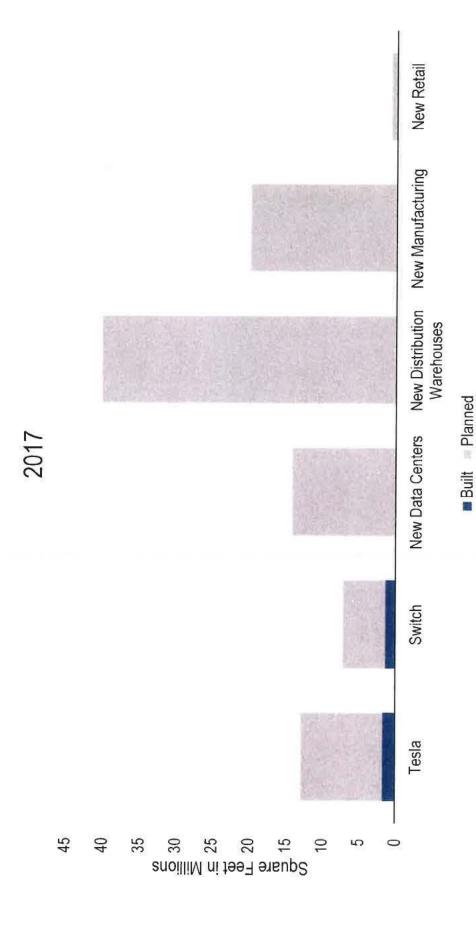
Preliminary Submission Filed



- Filed on June 30, 2017
- Summary document and all supporting exhibits are available at: www.AppliedAnalysis.com/EDFP
- Contains the best available information as of the date of the submission
- Pending items that will be completed before any financing moves forward
- Subject to review and approval of the Board of Commissioners of Storey County



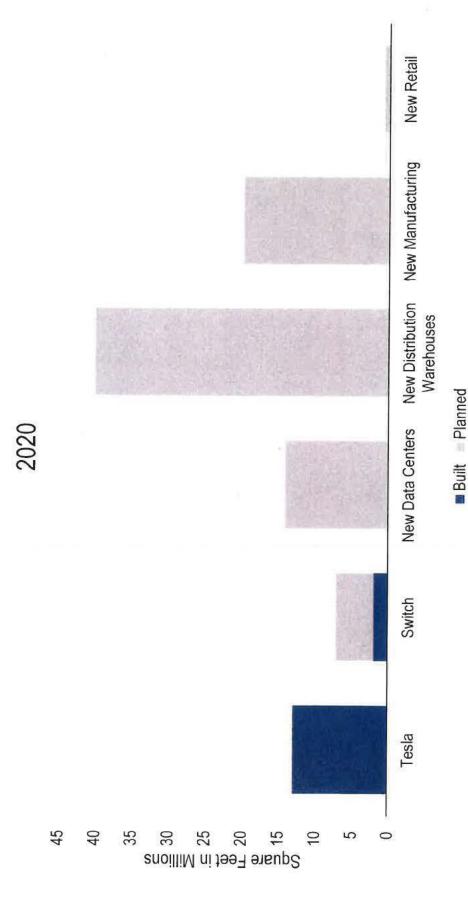
TRIC Build-Out and Absorption



Note: Projected build-out assumes an unconstrained environment (i.e., no infrastructure restrictions).



TRIC Build-Out and Absorption

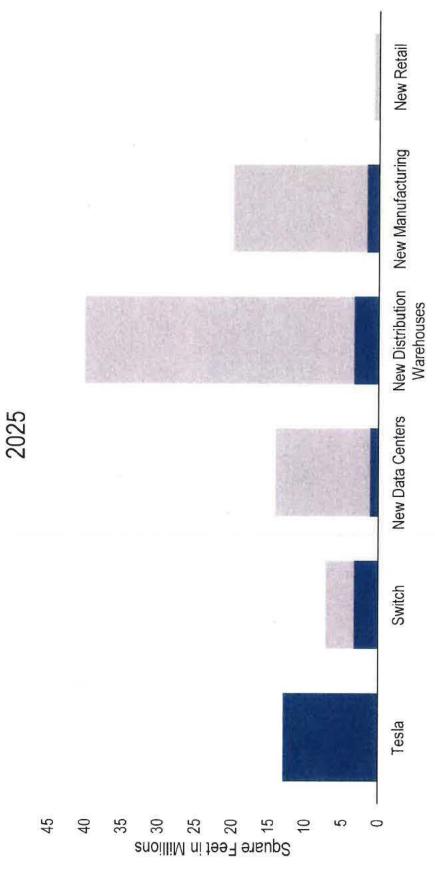


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ECONOMIC DEVELOPMENT FINANCING PROPOSAL

TRIC Build-Out and Absorption



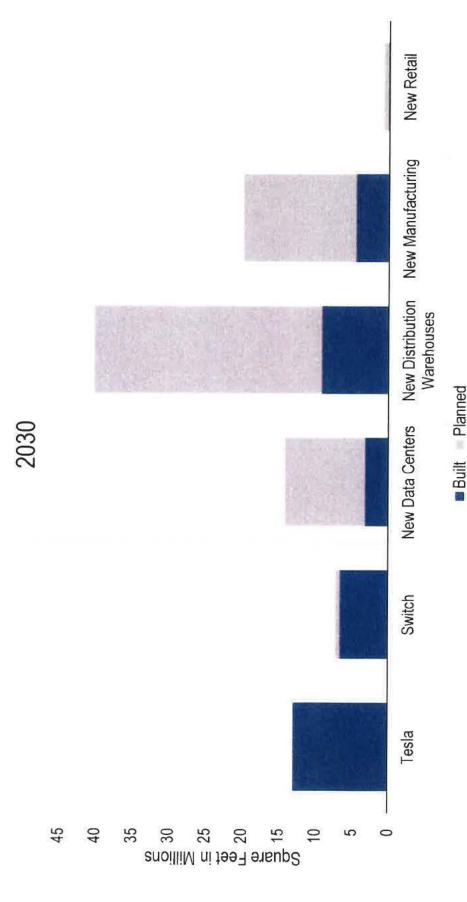
■ Built Planned

Note: Projected build-out assumes an unconstrained environment (i.e., no infrastructure restrictions).



ECONOMIC DEVELOPMENT FINANCING PROPOSAL Tahoe Reno Industrial Center Effluent Water Pipeline

TRIC Build-Out and Absorption

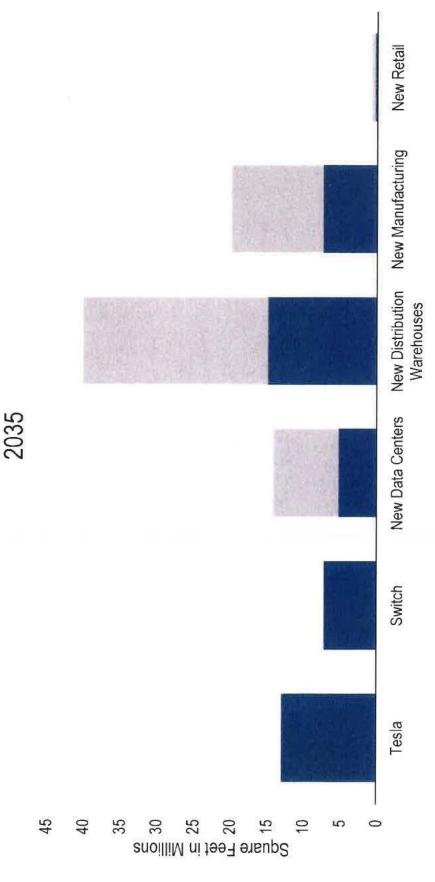


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ECONOMIC DEVELOPMENT FINANCING PROPOSAL Tahoe Reno Industrial Center Effluent Water Pipeline

TRIC Build-Out and Absorption



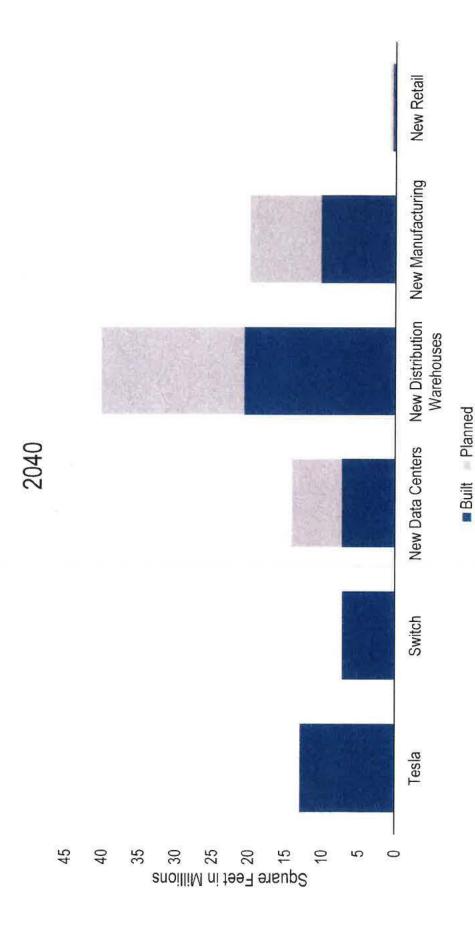
■ Built Planned

Note: Projected build-out assumes an unconstrained environment (i.e., no infrastructure restrictions).



ECONOMIC DEVELOPMENT FINANCING PROPOSAL Tahoe Reno Industrial Center Effluent Water Pipeline

TRIC Build-Out and Absorption

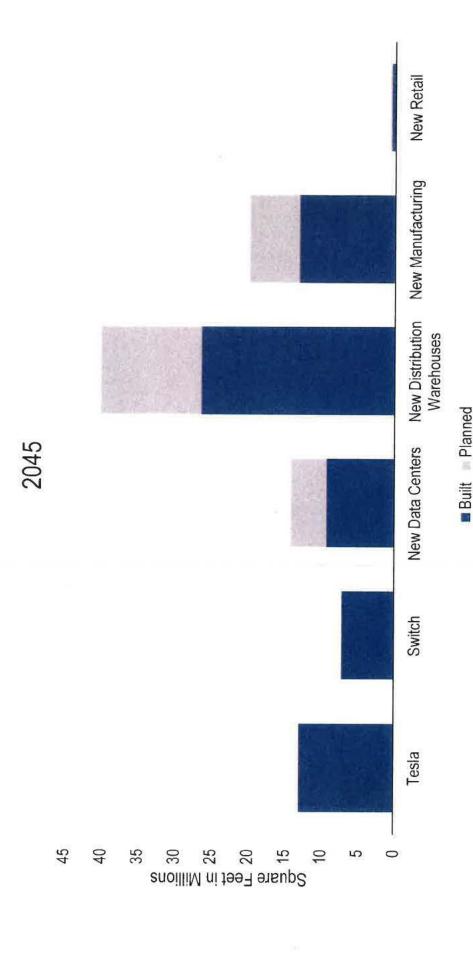


Note: Projected build-out assumes an unconstrained environment (i.e., no infrastructure restrictions).



ECONOMIC DEVELOPMENT FINANCING PROPOSAL

TRIC Build-Out and Absorption



Note: Projected build-out assumes an unconstrained environment (i.e., no infrastructure restrictions).



Summary of Off-Site Project Costs

Project Element	Est. Cost
Pipeline Construction Costs	\$20,422,260
Pump Station Construction Costs	\$1,334,150
Admin, Contingency, and Engineering Costs	\$7,179,615
Total Off-Site Project Costs	\$28,936,025



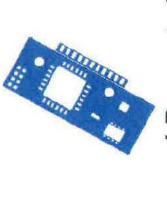
Sources of Revenue for the Project



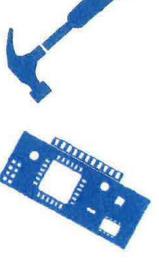
Real Property Taxes



Modified Business Tax (Payroll)



Personal Property Taxes



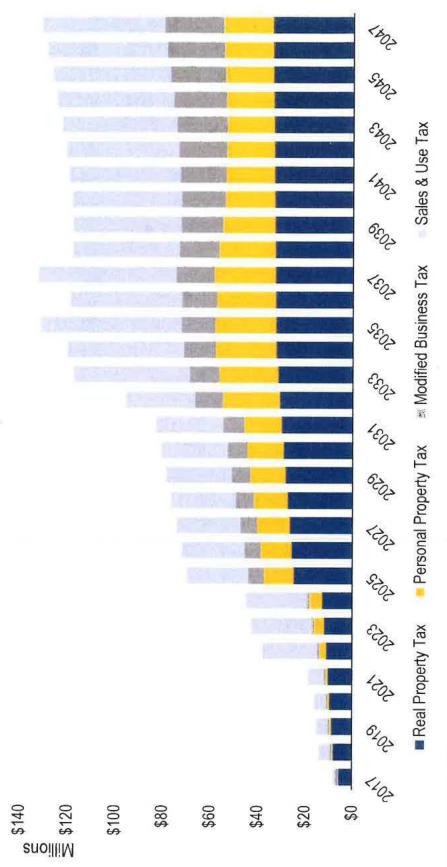
Sales and Use Tax

(Equipment and Material Purchases)



Projected Public Revenues

Total Public Revenues, Net of Abatements

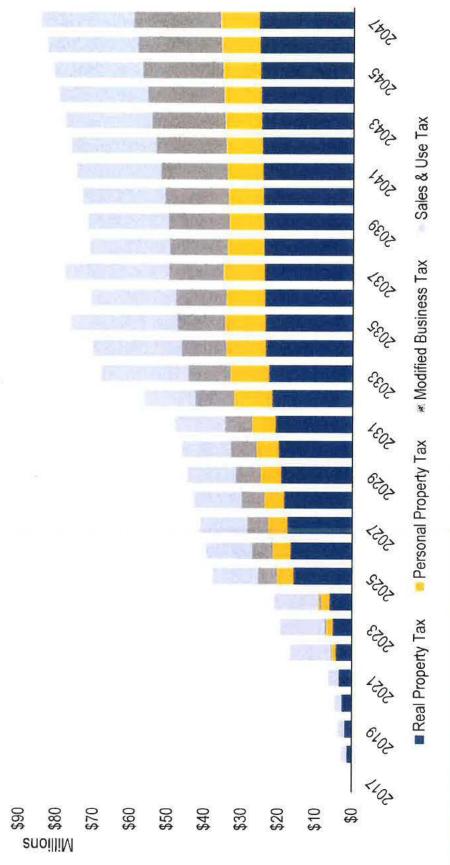




ECONOMIC DEVELOPMENT FINANCING PROPOSAL

Projected Public Revenues

Incremental Public Revenues, Net of Abatements







Bond Financing Summary

Assumptions	Value
Par Amount	\$28,555,000
Premium	\$2,986,646
Interest Rate/Yield	4.03%
Term	25 Years
Amortizing Annual Debt Service Amount	\$2,103,301
Interest-Only Period (Non-Amortizing)	First 2 Years
Required Coverage (Minimum Cash Flow Relative to Debt Service)	3.0x
Required Debt Service Reserves (Paid from Proceeds up Front)	1 Year





Sources and Uses

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Par Amount	\$28,555,000
Premium	2,986,646
Total Sources	¢24 E44 646

Uses

Project Fund	\$28,950,000
Debt Service Reserve Fund	2,105,750
Cost of Issuance	300,000
Underwriter's Discount	185,608
Contingency	288
Total Uses	\$31,541,646

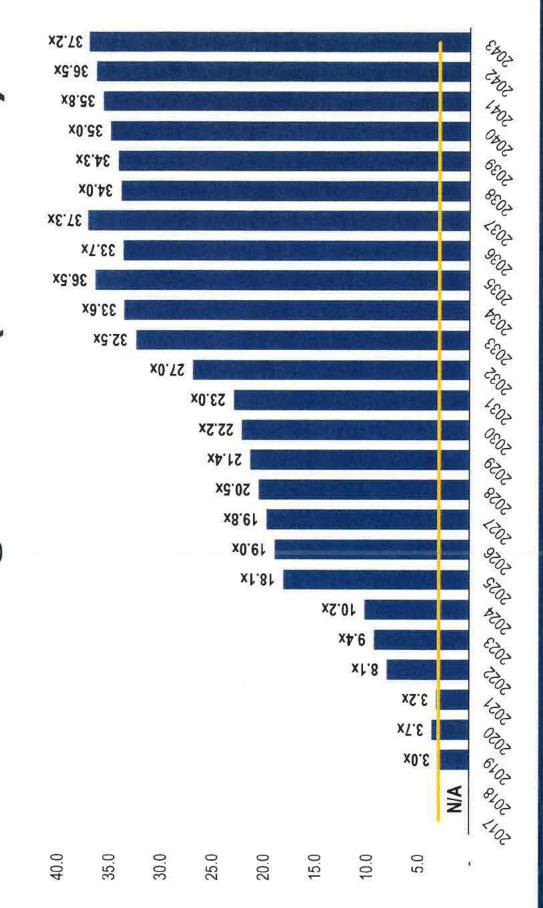


Bond Repayment Schedule

			The second second				
Year Ending June 30	Initial Balance	Principal	Interest	Total Payment	Ending Balance	TIA Revenue	Coverage Ratio
Year 2018	\$28,555,000	\$0	\$0	\$0	\$28,555,000	\$3,274,916	AN
Year 2019	\$28,555,000	\$0	\$1,362,063	\$1,362,063	\$28,555,000	\$4,118,480	3.02x
Year 2020	\$28,555,000	\$0	\$1,362,063	\$1,362,063	\$28,555,000	\$4,979,939	3.66x
Year 2021	\$28,555,000	\$740,000	\$1,362,063	\$2,102,063	\$27,815,000	\$6,751,089	3.21x
Year 2022	\$27,815,000	\$765,000	\$1,339,863	\$2,104,863	\$27,050,000	\$17,026,751	8.09x
Year 2023	\$27,050,000	\$790,000	\$1,315,000	\$2,105,000	\$26,260,000	\$19,682,493	9.35x
Year 2024	\$26,260,000	\$815,000	\$1,287,350	\$2,102,350	\$25,445,000	\$21,513,246	10.23x
Year 2025	\$25,445,000	\$850,000	\$1,254,750	\$2,104,750	\$24,595,000	\$38,112,055	18.11x
Year 2026	\$24,595,000	\$880,000	\$1,220,750	\$2,100,750	\$23,715,000	\$39,822,766	18.96x
Year 2027	\$23,715,000	\$920,000	\$1,181,150	\$2,101,150	\$22,795,000	\$41,527,015	19.76x
Year 2028	\$22,795,000	\$965,000	\$1,139,750	\$2,104,750	\$21,830,000	\$43,220,037	20.53x
Year 2029	\$21,830,000	\$1,010,000	\$1,091,500	\$2,101,500	\$20,820,000	\$44,935,768	21.38x
Year 2030	\$20,820,000	\$1,060,000	\$1,041,000	\$2,101,000	\$19,760,000	\$46,647,488	22.20x
Year 2031	\$19,760,000	\$1,115,000	\$988,000	\$2,103,000	\$18,645,000	\$48,361,950	23.00x
Year 2032	\$18,645,000	\$1,170,000	\$932,250	\$2,102,250	\$17,475,000	\$56,659,311	26.95x
Year 2033	\$17,475,000	\$1,230,000	\$873,750	\$2,103,750	\$16,245,000	\$68,390,281	32.51x
Year 2034	\$16,245,000	\$1,290,000	\$812,250	\$2,102,250	\$14,955,000	\$70,707,954	33.63x
Year 2035	\$14,955,000	\$1,355,000	\$747,750	\$2,102,750	\$13,600,000	\$76,749,267	36.50x
Year 2036	\$13,600,000	\$1,425,000	\$680,000	\$2,105,000	\$12,175,000	\$71,024,204	33.74x
Year 2037	\$12,175,000	\$1,495,000	\$608,750	\$2,103,750	\$10,680,000	\$78,385,946	37.26x
Year 2038	\$10,680,000	\$1,570,000	\$534,000	\$2,104,000	\$9,110,000	\$71,569,979	34.02x
Year 2039	\$9,110,000	\$1,650,000	\$455,500	\$2,105,500	\$7,460,000	\$72,197,367	34.29x
Year 2040	\$7,460,000	\$1,730,000	\$373,000	\$2,103,000	\$5,730,000	\$73,685,801	35.04x
Year 2041	\$5,730,000	\$1,815,000	\$286,500	\$2,101,500	\$3,915,000	\$75,204,969	35.79x
Year 2042	\$3,915,000	\$1,910,000	\$195,750	\$2,105,750	\$2,005,000	\$76,755,475	36.45x
Year 2043	\$2,005,000	\$2,005,000	\$100,250	\$2,105,250	\$0	\$78,337,933	37.21x



Bond Coverage Ratio (3.0x Min.)









Pending Agreements

6.02: Financing Agreement

6.03: Infrastructure Agreement

6.04: Reimbursement Agreement

6.05: Qualified Project Security Agreement

6.06: Development Agreement

6.07: State Release

6.08: Management and Operations Agreement

6.09: Interlocal Agreements

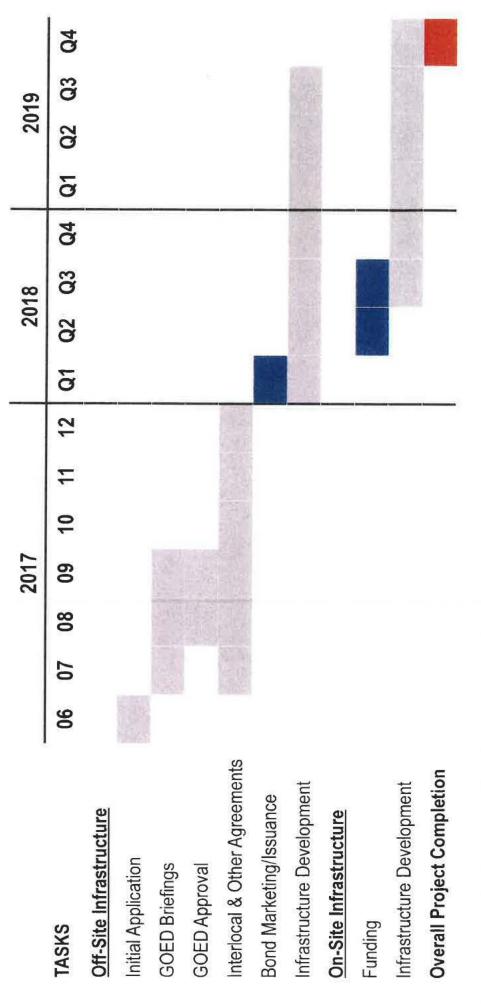
6.10: Development and Construction Insurance Plan

6.11: Prevailing Wage Applicability Opinion



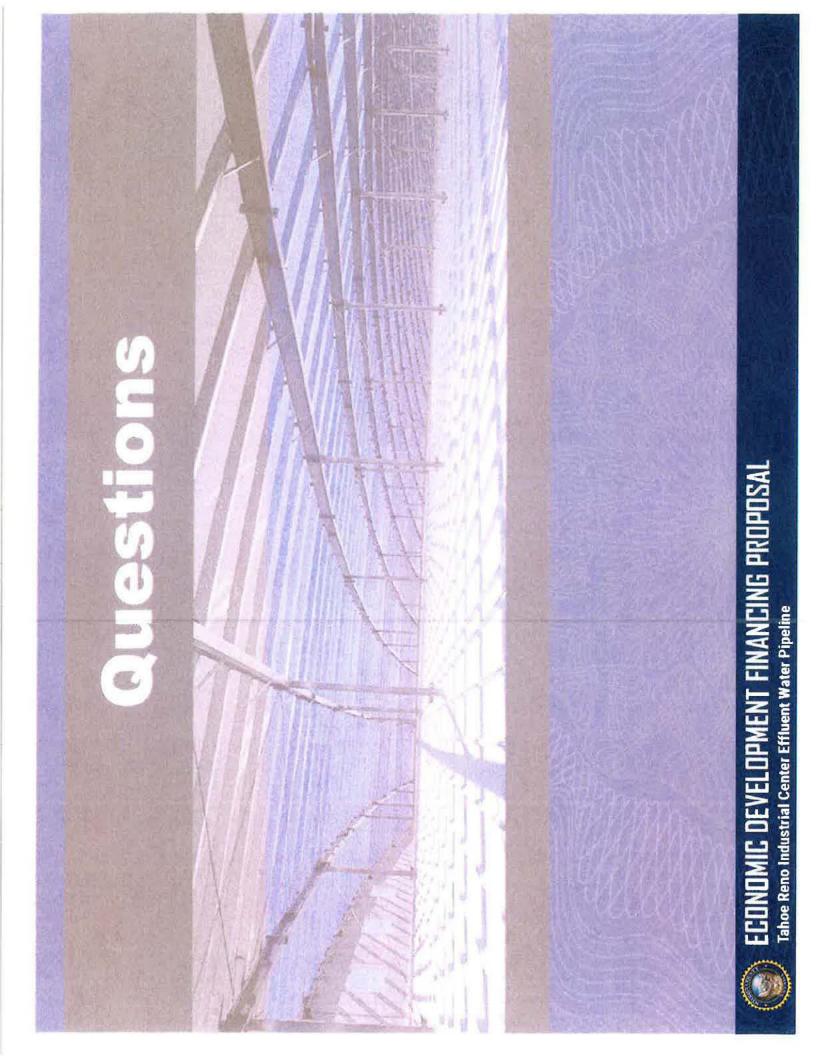
Development of the Project (If Deemed Appropriate) Discuss Potential Timelines for Financing and

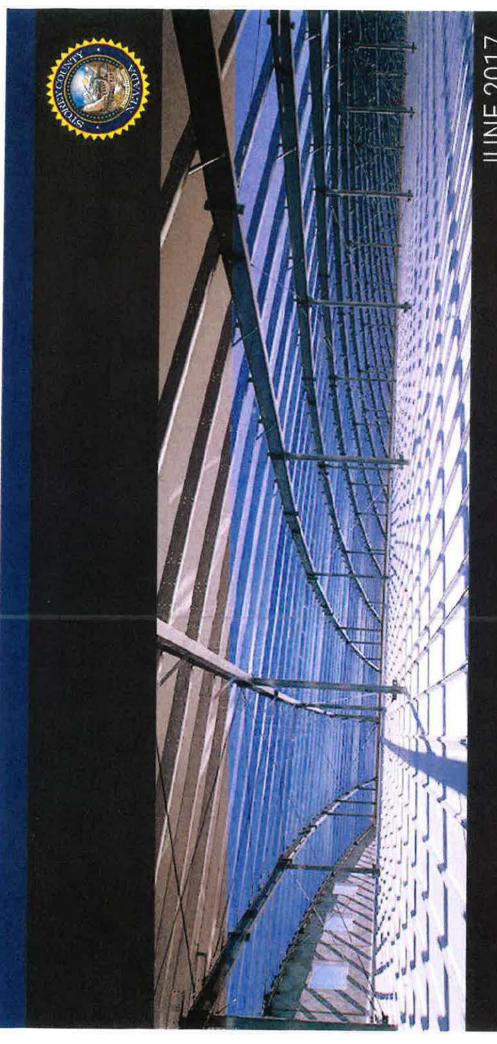
Project Timeline (Tentative)



Note: Timelines are tentative and subject to material review and revision.







JUNE 2017

ECONOMIC DEVELOPMENT FINANCING PROPOSAL



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 2017 minutes		Estimate of	f time required: 15		
Agenda: Consent [] Regular agenda [X] Public hearing required []					
Title: Consideration and possible Fire Chief to prohibit discharge of					
2. Recommended motion: I move to declare a temporary prohibition the chairman to sign.					
3. Prepared by: Keith Loomis					
Department : District Attorney's	Office	Telephone:	847-0964		
by ordinance or regulation the wildland areas during times of resolution would prohibit the Chief of the Storey County F	4. <u>Staff summary</u> : NRS 244.364(3) authorizes the Boards of County Commissioners to prohibit by ordinance or regulation the unsafe discharge of firearms. The discharge of firearms in wildland areas during times of high fire danger has lead to numerous wildland fires. The resolution would prohibit the discharge of firearms in wildland areas whenever the Fire Chief of the Storey County Fire Protection District determines that due to fire conditions the discharge of firearms in wildland areas should not be allowed.				
5. <u>Supporting materials</u>: Resolutio6. Fiscal impact:	n No. 17-467				
Funds Available:	Fun	d:	Comptroller		
7. <u>Legal review required</u> :					
X District Attorney					
8. Reviewed by:					
Department Head County Manager	Department 1 Other	Name: agency review:			
9. Board action: Approved Denied	[] Appro	oved with Modification	ons		

RESOLUTION NO. 17-467

RESOLUTION Prohibiting the Discharge of Firearms in Wildland Areas When Warranted by Fire Conditions.

WHEREAS, NRS 244.364(3) authorizes the Boards of County Commissioners to prohibit by ordinance or regulation the unsafe discharge of firearms.; and,

WHEREAS, A wet winter followed by hot summer weather has resulted in the accumulation of a large amount of dry vegetation throughout Storey County; and,

WHEREAS; The accumulation of dry vegetation has created dangerous wildland fire conditions throughout Storey County, and,

WHEREAS, Other jurisdictions in Nevada have already experienced significant wildland fires, and

WHEREAS, At least nine of these wildland fires are suspected to have been caused by target shooting in wildland areas, and:

WHEREAS, The United States Department of Agriculture, Forest Service has instituted a temporary shooting ban in the Carson Ranger District of the Humboldt Toiyabe National Forest, and,

WHEREAS. It is in the interest of public health, well-being and safety to restrict the discharge of firearms during times of high fire danger.

NOW THEREFORE IS IT HEREBY RESOLVED THAT THE FOLLOWING REGULATION BE IMPLEMENTED AS SET FORTH FOLLOWING;

- The discharge of firearms in the wildland areas of Storey County is temporarily prohibited
 whenever the Chief of the Storey County Fire Protection District determines that
 environmental conditions pose a significant wildland fire danger and that the discharge of
 firearms in the wildland areas as designated in a map prepared by the fire chief should be
 prohibited.
- The temporary prohibition on the discharge of firearms will remain in effect for so long as
 the Chief of the Storey County Fire Protection District determines that the prohibition should
 remain in effect.
- 3. The fire chief's determination must be contained in a writing which sets forth the area within which the prohibition should be applicable and sets out the length of time the prohibition should remain in effect.
- 4. This regulation does not prohibit any federal, state or local law enforcement officer, fire fighting officer or search and rescue officer from discharging a firearm in the performance of lawful duty.
- This regulation does not prohibit licensed hunters who are hunting during a designated hunting season from discharging firearms in accordance with applicable local, state and federal regulations.

ADOPTED	this	day of	, 2017
ADULTED	ums	uayor	3 ZUI /

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

	By:
	MARSHALL McBRIDE, Chairman
A TTPOTE	
ATTEST:	

VANESSA STEPHENS Storey County Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

M	Teeting date: A	lugu	st 1, 2017		Estin	nate of time r	equired: 15 minutes	
A	genda: Consent	[]	Regular agend	da [X]	Public heari	ng required []		
1.	Title: Considerappraise the v	eratio alue	on and possible of the parcel of	e approvof real pr	val of appoint roperty locate	ment of Anne d at 10 S. B St	Delahay as the appraitreet in Virginia City,	ser to
2 . 2.	Recommended	e the					Delahay as the appra S. B Street in Virgini	
3.	Prepared by:	Keit	h Loomis	2:				
	Department:	Dist	rict Attorney's	Office		Telephone:	847-0964	
4.	S. B Stree value of th that purpo	t in 'ne pr se b	Virginia City. V operty must be	Under Ne apprais County	IRS 244.275 ised and its val Commission	in order to pur lue fixed by ar ers. Ms. Delal	ase the parcel of land chase real property, the appraiser appointed that hay has previously	ne
5.	Supporting ma	ateri	als: None					
6.	Fiscal impact:	Cos	t of Appraisal					
	Funds Ava	ailab	le:		Fund:		Comptroller	
7.	Legal review r	equ	ired:					
	X Di	stric	Attorney					
8.	Reviewed by:							
			ent Head Manager	Depart	ment Name: Other agency	y review:		
9.	Board action:	prov	/ed		Approved w	ith Modification	ons	



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	August 1, 2017	Estimate of time required: 1 min
Agenda: Consent []	Regular agenda [X]	Public hearing required []
		olution 17-466 Designating the County Courthouse as inducted pursuant to NRS 107.080
		olution 17-466 Designating the County Courthouse as the cted pursuant to NRS 107.080
3. Prepared by: Jess	ie Fain /Keith Loomi	S
Department: Adr	ninistrative	Telephone: 847-0968
. 5. Supporting mater	rials: Resolution 17-	NRS 107-080 and Senate Bill 267 466, SB 267
6. Fiscal impact: nor	ne	
Funds Availal	ble: n/a Fu	nd: Comptroller
7. Legal review requ	tired:	District Attorney
8. Reviewed by: Departm	nent Head	Department Name: Administrative
County	Manager	Other agency review:
9. Board action: [] Appro [] Denied		Approved with Modifications Continued Agenda Item No

RESOLUTION 17-466

RESOLUTION DESIGNATING THE COUNTY COURTHOUSE AS THE PUBLIC LOCATION FOR AUCTIONS CONDUCTED PURSUANT TO NRS 107.080

WHEREAS, Senate Bill 267 of the 79th Session of the Nevada Legislature (SB 267) amended NRS 107.081(2) to state that all sales of real property must be made at the public location in the county designated by the governing body of the county for that purpose; and

WHEREAS, prior to SB 267's passage, real property auctions conducted pursuant to NRS 107.080 were required to be conducted at the courthouse for the county; and

WHEREAS, SB 267 did not provide a default provision where real property auctions conducted pursuant to NRS 107.080 are to take place between the effective date of SB 267, and the date the County designates a location for real property auctions conducted pursuant to NRS 107.080; and

WHEREAS, SB 267 was to become effective upon passage and approval, which approval occurred on May 25, 2017; and

WHEREAS, real property auctions conducted pursuant to NRS 107.080 were in progress and scheduled to take place at the County's Courthouse between the effective date of SB 267 and the date the County designates a location for real property auctions conducted pursuant to NRS 107.080; and

WHEREAS, it is in the best interest of the public that the County's Courthouse remain the designated location for real property auctions conducted pursuant to NRS 107.080;

NOW, THEREFORE, be it resolved by the Board of County Commissioners that:

- Pursuant to NRS 107.081, the public location for sales of real property pursuant to NRS 107.080 is hereby designated as the County's Courthouse located at 26 S. B Street, Virginia City, NV 89440.
- 2. To the extent authorized by law, this designation is retroactively effective to May 25, 2017, the date of the approval of SB 267 by Governor Sandoval.

This resolution shall be effective on the 1st day of August, 2017.

PROPOSED AND ADOPTED this 1st day of August, 2017.

THOSE VOTING AYE:	
THOSE VOTING NAE:	
	STOREY COUNTY BOARD OF COMMISSIONERS
	Marshall McBride, Chairman
ATTEST:	
CLERK TO THE BOARD	_



June 13, 2017

Storey County Board of County 26 South B Street Virginia City, NV 89440

Re: Request for designation of a location for real property auctions conducted pursuant to NRS 107.080

Storey County Board of County,

During this most recent session of the Nevada State Legislature, Senate Bill 267 was enacted (a copy of which is enclosed, "SB 267") which amended NRS 107.081(2) to require that all sales of real property conducted pursuant to NRS 107.080 ("Auctions") be held at a public location in the county designated by this Board. SB 267 failed to provide, however, a default provision designating an interim location where Auctions were to be conducted after the enactment of SB 267 but prior to this Board's formal designation of a location for such Auctions ("Interim").

As you may be aware, our company, Nevada Legal Support Services, is the entity primarily responsible for conducting Auctions within this jurisdiction. Prior to SB 267's passage, these Auctions were held at the courthouse for the county ("County Courthouse"). In order to avoid disrupting any of the ongoing Auctions during the Interim, we have not made any effort to move the Auction location away from the County Courthouse nor do we have any desire to do so in the future as the County Courthouse is both:

(a) easily accessible by the public; and (b) widely regarded by interested parties as the traditional location for Auctions within this jurisdiction.

For the above reasons, we respectfully request this Board:

Designate the County Courthouse, which is located at 26 S. B Street, Virginia City, NV
 89440 as the location for sales of real property conducted pursuant to NRS 107.080; and



2. Ratify, confirm and approve nun pro tunc any sales of real property made pursuant to NRS 107.080 which took place at the County Courthouse between the enactment of SB 267 and the adoption of the attached resolution as having taken place at the required designated location in this jurisdiction.

Thank you in advance for your consideration in this matter. Should you have questions or require any additional information, please feel free to contact me by phone or email.

Respectfully,

Stephanie Sibley

Nevada Legal Support Services, LLC

930 S. 4th Street, Suite #200

Las Vegas, Nevada 89101

stephanie@nvlss.com

(702) 382-2747 Phone

Senate Bill No. 267-Senators Ford and Harris

CHAPTER.....

AN ACT relating to real property; revising provisions governing the auction of property pursuant to the power of sale under a deed of trust; revising provisions requiring certain mortgagees and beneficiaries of a deed of trust to provide certain contact information to the Division of Financial Institutions of the Department of Business and Industry; providing for the continuation of certain provisions relating to an expedited process for the foreclosure of abandoned residential property; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, the trustee under a deed of trust concerning owner-occupied housing has the power to sell the property to which the deed of trust applies, subject to certain restrictions. (NRS 107.080, 107.085, 107.086) Existing law requires such a sale to be made: (1) in a county whose population is less than 100,000 (currently all counties other than Clark and Washoe Counties), at the courthouse in the county in which the property or some part thereof is situated; or (2) in a county whose population is 100,000 or more (currently Clark and Washoe Counties), at the public location in the county designated by the governing body of the county for that purpose. (NRS 107.081) Section 1 of this bill removes the population cap to require any such sale to be made at a public location in the county designated by the governing body of the county for that purpose.

Existing law requires a financial institution that is a mortgagee or beneficiary of a deed of trust under certain residential mortgage loans to provide to the Division of Financial Institutions of the Department of Business and Industry the name and certain contact information of a person to whom: (1) a borrower or a representative of a borrower must send information and notices to facilitate a mediation under the Foreclosure Mediation Program; and (2) a unit-owners' association must mail notices concerning the foreclosure of the association's lien on a unit. Existing law further requires the Division to maintain this information on its Internet website and provide a prominent display of, or a link to, this information on the home page of its Internet website. (NRS 657.110) Section 1.5 of this bill requires any mortgagee or beneficiary of a deed of trust under a residential mortgage loan to provide the Division with such contact information.

Senate Bill No. 278 of the 2013 Legislative Session (S.B. 278): (1) established an expedited process for the foreclosure of abandoned residential property; and (2) authorized a board of county commissioners or the governing body of an incorporated city to establish by ordinance a registry of abandoned residential real property and a registry of real property in danger of becoming abandoned. (Chapter 330, Statutes of Nevada 2013, p. 1543) The provisions of S.B. 278 expire by limitation on June 30, 2017. Section 2 of this bill extends the prospective expiration of the provisions of S.B. 278 to June 30, 2021.



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

Section 1. NRS 107.081 is hereby amended to read as follows: 107.081 1. All sales of property pursuant to NRS 107.080 must be made at auction to the highest bidder and must be made between the hours of 9 a.m. and 5 p.m. The agent holding the sale must not become a purchaser at the sale or be interested in any purchase at such a sale.

2. All sales of real property must be made :

(a) In a county with a population of less than 100,000, at the courthouse in the county in which the property or some part thereof is situated.

(b) In a county with a population of 100,000 or more,] at the public location in the county designated by the governing body of the county for that purpose.

Sec. 1.5. NRS 657.110 is hereby amended to read as follows:

- 657.110 1. [A] Each mortgagee or beneficiary of a deed of trust under a residential mortgage loan, including, without limitation, a bank, credit union, savings bank, savings and loan association, thrift company or other financial institution which is licensed, registered or otherwise authorized to do business in this State, [and which is the mortgagee or beneficiary of a deed of trust under a residential mortgage loan] shall provide to the Division of Financial Institutions the name, street address and any other contact information of a person to whom:
- (a) A borrower or a representative of a borrower must send any document, record or notification necessary to facilitate a mediation conducted pursuant to NRS 40.437 or 107.086.

(b) A unit-owners' association must send any notice required to

be given pursuant to NRS 116.3116 to 116.31168, inclusive.

- 2. The Division of Financial Institutions shall maintain on its Internet website the information provided to the Division pursuant to subsection 1 and provide a prominent display of, or a link to, the information described in subsection 1, on the home page of its Internet website.
 - As used in this section:

(a) "Borrower" means a person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan.

(b) "Residential mortgage loan" means a loan which is primarily for personal, family or household use and which is secured by a



mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086.

Sec. 2. Section 7 of chapter 330, Statutes of Nevada 2013, at page 1555, is hereby amended to read as follows:

Sec. 7. This act becomes effective on July 1, 2013, and expires by limitation on June 30, {2017.} 2021.

Sec. 3. This act becomes effective upon passage and approval.

20 ~~~~ 17





Storey County Board of County Commissioners Agenda Action Report

LIQUOR BOARD

Meeting date:	8/1/17		Estimate of time required:
Agenda: Consent [x]	Regular agend	la []	Public hearing required []
			License. Applicant is Turk Cobell, managing member of at 795 USA Pkwy., McCarran, Nevada.
an On & Off s Pkwy., McCar	ale Liquor Lice ran, Nevada.	nse fo	approve as part of the consent agenda the first reading, or Electric Avenue Hotel LLC located at 795 USA istrative Assistant
3. Prepared by: Bran	idy Gavenda, A	dmini	istrative Assistant
Department : SCSO			<u>Telephone</u> : 775-847-0959
			lle Liquor License. Applicant is Turk Cobell, managing LLC located at 795 USA Pkwy., McCarran, Nevada.
5. Supporting mater	ials: See attach	ed Ag	genda letter
6. Fiscal impact: No	ne		
Funds Available:		Fur	nd: Comptroller
7. <u>Legal review requ</u>	ired:	<u> </u>	District Attorney
8. Reviewed by: _X_ Department Head			Department Name: Gerald Antinoro
County N	Manager		Other agency review:
9. Board action: Approx		[] []	Approved with Modifications Continued



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro Sheriff

July 18, 2017

To:

Vanessa Stephens, Clerk's Office

Pat Whitten, County Manager

Fr:

Brandy Gavenda

Please add the following item(s) to the August 1, 2017 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

A. General Business License – Turk Cobell, Managing Member, 795 USA Pkwy., McCarran

LIQUOR BOARD

First Reading:

B. On & Off Sale Liquor License – Turk Cobell, Managing Member, 795 USA Pkwy., McCarran

Office: (775) 847-0959

Fax: (775) 847-0924



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 1, 20	17	Estimate of time r	equired: 15 min.
Agenda: Consent [] Regul	ar agenda [X]	Public hearing required []	
findings made by the Directo pursuant to Nevada Revised	or of the Depart Statutes Section	ON: Approval of Resolution 17-468 tment of Business and Industry of the 349.580 relating to the financing of the of Storey; and providing other m	ne State of Nevada of a solid waste
approving certain findings m State of Nevada pursuant to	ade by the Dire Nevada Revise	oner), move for approval of Resolut ector of the Department of Business d Statutes Section 349.580 relating in the County of Storey; and provid	and Industry of the to the financing of a
3. Prepared by: Pat Whitter	1		
Department: Commission	ner's Office	Telephone:	847-0968
4. Staff summary: Please s	ee Page 2		
5. Supporting materials:	Draft Resolut Director's Fir Resolution 17	ndings	
6. Fiscal impact: No			
Funds Available: N/A	Y Fund:	Comptroller	
7. <u>Legal review required</u> :		District Attorney	
8. Reviewed by:			
Department Hea	ad	Department Name: Commissioner	's Office
County Manage	er	Other agency review:	
9. Board action: Approved Denied	[]	Approved with Modifications Continued	Agenda Item No.

4. **Staff summary:** The Board of Commissioners approved Resolution # 17-463 at their June 30, 2017 Special Meeting evidencing support of Fulcrum Sierra Biofuels efforts to obtain bonding and funding support thru the Nevada Department of Business & Industry. As part of that process, the Director of the Department of Business & Industry has determined certain findings which are outlined on pages 4 thru 7 (S-1) of the Director's Findings provided. The Director represents the Findings comply with NRS 349.580 (2) and is recommending approval of the provided resolution by the Board of Commissioners. Please note provision # 4 on the draft resolution specifies that "nothing in this resolution obligates the County in any way with respect to the Project or the Bonds. This is simply the next step to support Fulcrum in obtaining bond financing thru the State. Staff recommends approval of Resolution 17-468.

Special Note: Please consider draft resolution language as subject to change in minor but important areas. Our District Attorney's Office is reviewing and considering suggested changes.

RESOLUTION NO. 17-468

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY APPROVING CERTAIN FINDINGS MADE BY THE DIRECTOR OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA PURSUANT TO NEVADA REVISED STATUTES SECTION 349.580 RELATING TO THE FINANCING OF A SOLID WASTE DISPOSAL FACILITY PROJECT LOCATED IN THE COUNTY OF STOREY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company ("Fulcrum"), a wholly owned subsidiary of Fulcrum BioEnergy, Inc. (the "Operator"), has applied to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds (the "Bonds") pursuant to Nevada Revised Statutes ("NRS") Sections 349.400 to 349.670 for the purpose of assisting in the financing of a facility to be used for the disposal of solid waste and conversion to renewable fuel products to be owned by Fulcrum and operated by the Operator, consisting of real and personal property to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center in Storey County, Nevada (the "Project"); and

WHEREAS, pursuant to NRS Section 349.580, the Director, after reviewing the application and other materials submitted to the Director, has made certain findings with respect to the financing of the Project as are provided in the "Findings of the Director of the State of Nevada Department of Business and Industry Pursuant to Nevada Revised Statutes 349.580(2) Relating to the Financing of an Industrial Project to be Located in the Tahoe-Reno Industrial Center, Storey County, Nevada" (the "Director's Findings"), contained in a Memorandum of Findings, dated July 14, 2017, addressed to the Nevada State Board of Finance and the Storey County (the "County") Board of County Commissioners (the "Board of County Commissioners"); and

WHEREAS, the Director requests in the Director's Findings that the Board of County Commissioners approve the Director's Findings pursuant to Section 349.580(2); and

WHEREAS, the Board of County Commissioners has reviewed the Director's documents and heard testimony before the Board of County Commissioners concerning the Director's Findings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Storey County, Nevada the following:

1. The Director's Findings be and the same hereby are approved pursuant to NRS Section 349.580(2), based upon the materials submitted by the Director and other material submitted to the Board of County Commissioners and testimony described above in the final preamble hereto. This approval is made for the purposes of NRS Section 349.580(2). It is not (i) an analysis of the Bonds or the appropriateness or risks of the Bonds as investments, (ii) a guarantee, or (iii) a finding that there is no risk in the Project, the Bonds or both.

- 2. The approval in Paragraph 1 is based upon the satisfaction of the requirements of the Director.
- 3. The Clerk-Treasurer of the Board of County Commissioners is hereby authorized and directed to mail a certified copy of this Resolution to the Director.
- 4. Nothing in this Resolution obligates the County in any way with respect to the Project or the Bonds.
- 5. If any action taken herein is found to be unenforceable, the remaining actions and provisions of this Resolution shall remain valid and enforceable unless and until the Board of County Commissioners determines otherwise.
- 6. The County Manager and County Attorney are authorized to take all steps necessary to carry out the actions taken herein and to carry out the purpose and intent of this Resolution.
 - 7. This Resolution shall be effective upon its passage and approval.

PASSED AND ADOPTED THIS 1st day of A	August, 2017.
AYES:	
NAYS:	
(-	
	Marshall McBride Chairman
ATTEST:	
Vanessa A. Stephens	
County Clerk-Treasurer	

STATE OF NEVADA



OFFICE OF THE DIRECTOR

MEMORANDUM OF FINDINGS

TO:

Nevada State Board of Finance and Storey County Board of County

Commissioners

FROM:

Bruce Breslow, Director, State of Nevada Department of Business

and Industry

DATE:

July 14, 2017

RE:

Memorandum of the Director Substantiating Findings Pursuant to Nevada

Revised Statutes 349.580(2) and 349.590 relating to the issuance of industrial

revenue bonds for the Fulcrum Project

BACKGROUND

Nevada Revised Statutes (NRS) 349.400 through 349.670, inclusive, (the "Act") authorize the Director of the State of Nevada Department of Business and Industry (the "Director") to issue industrial development revenue bonds for financing projects owned, operated, or used by one or more obligors for industrial uses, including assembling, fabricating, manufacturing, processing or warehousing.

The State Board of Finance (the "Board of Finance") and the Board of County Commissioners of Storey County, Nevada (the "County Commissioners") are being asked to approve findings of the Director in connection with a proposed issuance of approximately \$150,000,000 Director of the State of Nevada Department of Business and Industry Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds) (the "Bonds"). Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company, validly authorized to do business under the laws of the State of Nevada ("Fulcrum") has requested the Director issue Bonds on its behalf. Proceeds from the Bonds will be used for the purpose of assisting in the financing of an approximately 19.4-acre solid waste disposal facility to be owned by Fulcrum and operated by Fulcrum BioEnergy, Inc. (the "Operator"), and consisting of real and

personal property to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, in Storey County, Nevada (the "Project").

Fulcrum submitted its application for this industrial development bond financing to the Director in April 2017 (the "Application"). A summary memorandum of the Application and proposed financing prepared by the financial advisor to the Director is attached hereto as Exhibit A. The Director and Fulcrum signed a Letter of Agreement as of May 10, 2017, setting forth certain requirements and fees to be paid by Fulcrum for the bond financing. Pursuant to NRS 349.585 the Director received approval of the Office of Economic Development to finance the Project on June 23, 2017, attached hereto as Exhibit B. The Director also received a resolution in support of the Project from the County adopted June 30, 2017, attached hereto as Exhibit C. The Director issued a certificate of private activity volume cap allocation dated June 26, 2017, attached hereto as Exhibit D. A public hearing to receive public comment regarding the issuance of the Bonds and necessary to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "TEFRA Hearing") will be held on August 1, 2017. Subject to final approval from the Board of Finance and the County Commissioners, the Bonds will be sold in a negotiated, limited public offering and are expected to be issued by the end of September 2017, subject to market conditions.

The Bonds and the interest due thereon will not be an obligation, debt or liability of the State of Nevada or the Director and will not constitute or give rise to any pecuniary liability or charge against the credit of the Director or the credit or taxing power of the State of Nevada, but will be a limited obligation payable solely from loan payments made by Fulcrum, the guaranty of the Operator and other revenues derived from the financing.

As a prerequisite to the issuance of the Bonds, attached are findings of the Director as required by NRS 349.580(2) (the "Findings") for approval by the Board of Finance and County Commissioners. Additional considerations of the Director as set forth in NRS 349.590 (the "Additional Considerations") are also attached.

Additional documents relevant to the Findings and Additional Considerations have been placed on file with the Ex-Officio Secretary of the Board of Finance and the County Manager of Storey County and are available for review by the Board of Finance and County Commissioners. A list of such additional documents is attached to the Findings. The Findings are based on the totality of the record, and the Director has not attempted to list each element of the record which has led to each of the determinations made in the Findings. The Director, in consultation with financial professionals, legal counsel and bond counsel, represents the Findings comply with NRS 349.580(2) and recommends approval of the Findings by the Board of Finance and the County Commissioners for the issuance of the Bonds.

If the Board of Finance and County Commissioners approve the Findings as required by law, the financing may proceed. Effective upon receipt of the Board of Finance and County Commissioners approvals, respectively, the Director will be deemed to have given the order to

authorize issuance of the Bonds pursuant to NRS 349.650. Such order while deemed given, will be contingent upon the satisfaction of the following conditions:

- 1. Receipt of a Certificate of the Governor of the State of Nevada approving the issuance of the Bonds in the form attached to the Findings as Exhibit E and necessary to satisfy the TEFRA Hearing requirements.
- 2. Receipt of an unqualified opinion from Gilmore & Bell, P.C., bond counsel to the State of Nevada Department of Business and Industry, that interest on the Bonds will be tax-exempt for federal tax purposes. This opinion will be in a standard form acceptable to the financial market. The financing will not go forward unless such opinion is delivered.
- 3. The final agreements related to the Bonds will be in forms acceptable to the Director and its legal counsel.

FINDINGS OF THE DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY PURSUANT TO NEVADA REVISED STATUTES 349.580(2) RELATING TO THE FINANCING OF AN INDUSTRIAL DEVELOPMENT PROJECT TO BE LOCATED IN THE TAHOE-RENO INDUSTRIAL CENTER, STOREY COUNTY, NEVADA

WHEREAS, Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company validly authorized to do business under the laws of the State of Nevada ("Fulcrum") has submitted its application dated April 28, 2017, as amended (the "Application"), to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds in an amount not to exceed \$150,000,000 (the "Bonds"); and

WHEREAS, proceeds from the Bonds will be used for the purpose of assisting in the financing of an approximately 19.4-acre solid waste disposal facility to be owned by Fulcrum and operated by Fulcrum BioEnergy, Inc. (the "Operator"), consisting of real and personal property to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, in Storey County, Nevada (the "Project"); and

WHEREAS, the Director has authority to issue the Bonds pursuant to the Nevada Revised Statues, including Sections 349.400 through 349.670, inclusive, thereof (the "Act"); and

WHEREAS, Fulcrum, the Operator, and other interested parties have prepared and submitted to the Director certain reports, records and other information related to the Project, and the Director has reviewed such reports, records and other information and has otherwise investigated the facts concerning the Project to enable the Director to make the following findings in accordance with the Act;

NOW, THEREFORE, pursuant to Section 349.580(2) of the Act, the Director hereby finds and determines as follows (the "Findings"):

- 1. Pursuant to Section 349.580(2)(a) of the Act, based on the Application and other documents on file with the Director, the Project consists of land, buildings and other improvements and all real and personal property necessary in connection therewith (excluding inventories, raw materials, and working capital) which is suitable for construction, improvement, preservation, restoration, rehabilitation or redevelopment of an industrial or other commercial enterprise.
- 2. Pursuant to Section 349.580(2)(b) of the Act, based on the Application, and other documents on file with the Director, the Project will provide significant public benefits. The public benefits include a \$280 million investment in a solid waste facility in Storey County, Nevada (the "County") which is expected to add (a) 500 construction jobs; (b) 120 permanent, direct jobs; and (c) more than 1,000 indirect jobs and provide other economic benefits to the County. See Exhibit A for a summary of estimated economic benefits.

- 3. Pursuant to Section 349.580(2)(c) of the Act, based on the Application, financial statements of Fulcrum and the Operator, a letter of intent from XL Catlin to provide technology performance insurance and other documents on file with the Director, Fulcrum and the Operator have sufficient financial resources to place the Project in operation, continue or cause the operations conducted at the Project to be continued, and meet the obligations of (a) Fulcrum under the financing agreement (the "Financing Agreement"), and (b) the Operator under the guaranty (the "Guaranty"), each to be entered into in connection with the issuance of the Bonds.
- 4. Pursuant to Section 349.580(2)(d) of the Act, based on the Financing Agreement, Indenture, and other financing documents on file with the Director, there are sufficient safeguards to assure that all money provided by or through the State of Nevada Department of Business and Industry will be expended solely for the purposes of the Project, including (a) certain provisions in the Financing Agreement and other financing documents to be entered into in connection with the issuance of the Bonds which set forth procedures ensuring that such moneys shall only be used to pay for certain costs relating to the acquisition, construction and equipping of the Project, and (b) the appointment of the Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent with respect to the Bonds to ensure such procedures are correctly followed. See Exhibit F hereto for related document extracts.
- 5. Pursuant to Section 349.580(2)(e) of the Act, based on the Application, a special use permit issued by the County and other documents on file with the Director, the Project will be compatible with the existing facilities in the area adjacent to the location of the Project.
- 6. Pursuant to Section 349.580(2)(f) of the Act, based upon the Application, including the opinions of counsel to Fulcrum attached thereto, the certificate of Fulcrum attached hereto as Exhibit G and other documents on file with the Director, the Project has received all approvals by local, state and federal governments which may be necessary at this time to proceed with the construction, improvement, rehabilitation or redevelopment of the Project.
- 7. Pursuant to Section 349.580(2)(g) of the Act, by submission of the Application for financing, Fulcrum has requested the Director to issue the Bonds to assist in the financing of the Project.

ADDITIONAL CONSIDERATIONS OF THE DIRECTOR OF THE STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY PURSUANT TO NEVADA REVISED STATUTES 349.590 RELATING TO THE FINANCING OF AN INDUSTRIAL PROJECT TO BE LOCATED IN THE TAHOE-RENO INDUSTRIAL CENTER, STOREY COUNTY, NEVADA

Pursuant to NRS 349.590, as additional considerations required for the approval and issuance of the Bonds, the Director has determined the following (the "Additional Considerations"). The Director hereby requests the Board of Finance to make the same determinations.

- 1. Pursuant to Section 349.590(1) of the Act, based upon the Application, volume cap allocation, and other documents on file with the Director, the total amount of funds necessary to be provided by the Director through the issuance of the Bonds shall not exceed \$150,000,000.
- 2. Pursuant to Section 349.590(2)(a) of the Act, the Director has received a 5-year operating history from each of Fulcrum and the Operator. Further the Director has received assurances based on covenants in the Indenture that all the Bonds will be sold only to qualified institutional buyers as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act") and/or accredited investors as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the Securities Act in minimum denominations of \$100,000.
- 3. Pursuant to Section 349.590(3) of the Act, based upon the Application and other documents on file with the Director, Fulcrum and the Operator are not currently rated by Moody's Investors Service, Standard and Poor's, or Fitch Ratings, Inc.
- 4. Pursuant to Section 349.590(4) of the Act, based upon the Application and other documents on file with the Director, there are no existing facilities of a like nature within the County. The Director is not prohibited from financing the Project as provided in NRS 349.565.
- 5. Pursuant to Section 349.590(5) of the Act, the Director has considered the extent to which the Project is affected by various federal, state and local governmental action, activities, programs and development and has determined to issue the Bonds, including the consideration that the Department of Defense is providing a grant of up to \$67.5 million for the Project and that the Project is deemed a National Security Program.
- 6. Pursuant to Section 349.590(6) of the Act, neither Fulcrum nor the Operator have maintained facilities appropriate to the community in Nevada for longer than ten years, but have maintained facilities since 2016.

These Findings and Additional Considerations are made only for the purposes of Sections 349.580 and 349.590, respectively, of the Act and do not constitute a guarantee of financial results with respect to the Project or otherwise with respect to the business prospects of Fulcrum or the Operator. These Findings are not intended as an analysis of the Bonds as investments or intended to be relied upon by investors.

NOW, THEREFORE, the Director hereby requests, pursuant to Sections 349.580 and 349.590 of the Act, that the Nevada State Board of Finance and the Board of County Commissioners of Storey County, Nevada approve the Findings as set forth above and evidence such approval by execution of the certificate and adoption of the resolution, respectively, each in the respective form attached hereto as Exhibit H.

Dated this 14th day of July, 2017

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

By:

Bruce Breslow

LIST OF EXHIBITS

EXHIBIT A	Financial Advisor Memorandum
EXHIBIT B	Office of Economic Development Approval
EXHIBIT C	County Support Resolution
EXHIBIT D	Volume Cap Certificate
EXHIBIT E	Form of Governor's Certificate regarding the issuance of the Bonds for TEFRA Hearing Purposes
EXHIBIT F	Document Extracts Regarding Use of Funds
EXHIBIT G	Certificate of Fulcrum Regarding Federal, State & Local Approvals
EXHIBIT H	Form of Certificate of Approval by the State Board of Finance and Resolution of Approval by the County Commissioners

ADDITIONAL DOCUMENTS ON FILE

- 1. Revenue Bonds for Industrial Development Act (NRS 349.400 349.670)
- 2. Regulations Pertaining to the Act (NAC 349.010-349.080)
- 3. Fulcrum Application
- 4. Trust Indenture (draft) between the Director and Bank of New York Mellon Trust
- 5. Financing Agreement (draft) by and between the Director and Fulcrum
- 6. Preliminary Limited Offering Memorandum (draft) relating to the Bonds
- 7. Bond Purchase Agreement (draft) among the Director, Fulcrum and the underwriters named therein
- 8. Guaranty (draft) of Fulcrum BioEnergy, Inc.

EXHIBIT A

FINANCIAL ADVISOR MEMORANDUM



AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY
AND CONSULTING FIRM

July 12, 2017

Bruce H. Breslow Director Nevada Department of Business & Industry 1830 College Pkwy Ste# 100 Carson City, NV 89706

Re:

Fulcrum Sierra BioFuels, LLC

Environmental Improvement Revenue Bonds

Director Breslow:

Acting in its capacity as Financial Advisor (FA) to the Nevada Department of Business & Industry (B&I), Lewis Young Robertson & Burningham, Inc. (LYRB) provides this letter to complement your Findings to be submitted to the Board of Finance addressing the Fulcrum Sierra BioFuels, LLC (Fulcrum) financing application and the proposed issuance of approximately \$150,000,000 Environmental Improvement Revenue Bonds (industrial development revenue bonds) to finance the Fulcrum Project, as more fully described below.

Introduction

Fulcrum approached the B&I, after meeting with Storey County, for an allocation of private activity bonds to access tax-exempt financing for its Project summarized below. LYRB was tasked, along with Gilmore & Bell, P.C., to review Fulcrum's application and supplemental materials on the validity of the application in concert with you Findings. This letter highlights segments of the review process.

Summary of Proposed Project:

The Fulcrum Project will annually convert approximately 200,000 tons of waste diverted from the local landfill, into approximately 11 million gallons of low-carbon transportation fuel to be utilized primarily for airline fuel, but also potentially for military purposes.



The entire Project is located in Storey County, Nevada and is being constructed in two phases. <u>Phase 1</u>, located at 350 Saddle Court, Mustang, Storey County, is the Sierra Feedstock Processing Facility where the waste is sized, sorted and processed to meet the specifications of the biorefinery. The Feedstock

facility is approximately 65,000 square feet with a capacity to process more than 1,500 tons of waste per day and is strategically located on 10-acres adjacent to the Lockwood Regional Landfill. The Feedstock facility utilizes waste-processing equipment, including shredders, waster screens, density separators, magnets, eddy currents and other equipment to process and remove high value recyclable products (metal and plastics) and inorganic material not suitable for processing.

The Feedstock Processing Facility was completed in 2016 and has been operational since that time. Construction of Phase 1 was 100% financed through equity contributions; no proceeds from the Bonds will be used to pay for the feedstock construction nor any related improvements.

Phase 2 of the Project, located at 3600 Peru Drive, McCarran, Storey County, is the Sierra Biorefinery where the feedstock is converted into a low-carbon, renewable synthetic crude oil, or "syncrude." This Biorefinery is located on 19.4 acres, about 20 miles east of Reno, Nevada and 10 miles east of the Feedstock facility. The Biorefinery employs commercially proven equipment deployed in a proprietary and innovative process utilizing a steam-reforming gasifier that converts the waste into syncrude. This syncrude product will be transported to a Tesoro refinery to be further processed into transportation fuel.



Processing System

Fulcrum has entered into a fixed-priced, guaranteed Engineering, Procurement, and Construction (EPC) contract with an EPC Contractor for the construction of the Biorefinery. The Bonds will fund a portion of the construction of Phase 2 of the Project which expected to begin operations in late 2019 or early 2020.

Additional site and facility photos are in Appendix A.



Biorefinery site w/ rendering overlay

Process and Product:

Fulcrum has developed and perfected the process of gasification and FT technologies, in connection with other standard refining processes at a commercial level of operation to process waste diverted from local landfills into jet fuel of a quality to be purchased directly by a major airline and for potential military uses at competitive market pricing. Fulcrum has already demonstrated its process at a fully-integrated plant with over 2-years of successful operations.

Fulcrum expects to deliver approximately 11 million gallons of syncrude per year at full capacity. Fulcrum entered into agreements with its strategic partners to provide the waste (Waste Management of Nevada), refine the syncrude (Tesoro Refinery & Marketing Company, LLC) and take delivery of the final syncrude product (United Airlines and potential military clients).

Economic Impact to Nevada

Fulcrum anticipates that this Project will have a significant economic impact in creating significant jobs from the initial construction phase into full-time permanent jobs, generating both new property and sales tax revenues in addition to spurring economic value within the community with its employees utilizing local services. In summary, Fulcrum anticipates the following benefits to the local economy:

- Construction
 - o \$280 million to fund construction of the Feedstock and Biorefinery projects
 - Subsequently, Fulcrum expects to spend approximately \$20-30 million to install a jet fuel upgrading system
 - Future plans include a 30 million gallon a year expansion totaling \$450 million
- Job Creation
 - Anticipated \$4.0MM annual salary budget with the following likely positions and salary ranges
 - Management / Supervisor (7): \$22.77/hour to \$64.42/hour
 - Operators (28): \$24.88/hour to \$32.82/hour
 - Maintenance (24): \$29.11/hour to \$29.34/hour
 - Equipment Operators (10): \$17.25/hour
 - Other (21): \$11.61/hour
 - Trucking \$1.0MM annually for 20 drivers at \$24,04/hour
 - Maintenance \$600,00 annually for a third-party employer for 10 personnel at \$28.85/hour
 - Wastewater Treatment & ASU \$750,000 annually for a third-party for 10 personnel at \$36.06/hour
 - o Construction Jobs (500)
 - Construction labor will be hired by Fulcrum's construction contractor under a fixed-price EPC agreement.
 - Although the detailed hourly wage information is not available to Fulcrum, the budgeted construction costs include an estimate of \$60 million for the labor portion of the fixed-price contract, which includes the various construction, engineering & design subcontractors.
 - Various jobs will include construction, engineering & design subcontractors
 - Indirect jobs (1,000)
 - Jobs generated within the community



Taxes

Property taxes are estimated at \$13 million over a 10-year tax abatement period

(\$ In Millions)	Amount Paid 10-Yr Total	Amount Abated 10-Yr Total	Amount Paid Annual Average	Amount Abated Annual Average
Biorefinery	\$11.50	\$11.50	\$1.15	\$1.15
Feedstock Facility	1.50	1.50	0.15	0.15
Total	\$13.00	\$13.00	\$1.30	\$1.30

- Sales taxes of approximately \$11 million generated during construction and over the 10year tax abatement period
 - Additional sales tax will be generated through normal operations of the Project and from employees living within the community

(\$ In Millions)	Amount Paid	Amount Abated
During Construction		
Biorefinery	\$3.90	\$10.90
Feedstock Facility	0.34	0.95
10-Yrs of Operations		***************************************
Biorefinery	\$6.20	\$0.00
Feedstock Facility	0.60	0.00
Total	\$11.04	\$11.85

Appraisal and Market Study

Fulcrum engaged Duff & Phelps, LLC ("D&P") to provide an estimation of the fair market value of the Project, a plant located in the Tahoe-Reno Industrial Center in the City of McCarran, Storey County, Nevada, as if complete, as of May 31, 2017 (Valuation Date). Based on D&P's analysis as detailed in its report and exhibits, the Fair Market Value of the Plant is reasonably estimated at \$340 million, as of the Valuation Date.

Fulcrum engaged Nexant, Inc. to perform a market summary. The report's findings are as follows:

- Quality:
 - "In summary, the Project's FT Syncrude's primary qualities overall are superior for the production of transportation fuels compared to conventional crude oils being processed at Tesoro's Martinez refinery. A number of secondary characteristics, including poor cold flow properties, a highly paraffinic naphtha fraction, and its oxygen content, make the FT Syncrude somewhat more challenging to refine to finished products. However, the plan to blend Fulcrum's FT Syncrude in small percentages with conventional crude oils will mitigate these issues, and based on Nexant's review of the FT Syncrude's characteristics, Nexant concludes that the Project's FT Syncrude overall is an easier and less costly refinery feedstock to process than the types of conventional crude oils typically processed at Tesoro's Martinez refinery, and in the quantities being considered will not require any modifications to the existing Martinez refinery."



Competition:

- o "The Project is a one-of-a-kind, processing municipal solid waste into a FT syncrude product that will be sold to Tesoro's Martinez refinery located in the San Francisco Bay area. Nexant evaluated the competitiveness of the Project against U.S. competitive facilities and international imports."
- o "National: Nexant reviewed the potential competitiveness of the Project versus the ongoing U.S. projects and concluded that there is almost no competition to the Project. California refiners, especially in the targeted San Francisco area, are an attractive market for the Project's FT syncrude since the Project will have advantages due to superior logistics, attractive costs for refiners, and limited competition from other FT-based facilities."
- "International: All the worldwide FT syncrudes produced today are captively processed into intermediate or finished products on site. None of the synthesis activities suggest that there is a potential for them to supply FT syncrude to the United States. As such, Nexant does not foresee any international competition for the Project's FT syncrude."

Break-even analysis:

- "The breakeven value of the FT Syncrude, excluding environmental benefits, nearly covers the Project's cash costs when the price of WTI crude oil is \$70 per barrel."
- o "Nexant notes that this comparison does not provide a full picture of the economics of the Project since it does not include the Project's revenue streams associated with its environmental benefits (RINs and LCFS credits), which are expected to be significant. A complete assessment of the economics of the Project should include these projected revenues streams."

Revenues & Expenditures Summary

Fulcrum anticipates generation of meaningful revenues from the Project in 2020 with full operations commencing in 2022. Fulcrum will increase gallons produced over a 3-year period beginning with 6 million gallons in 2020 to 10.7 million gallons in 2022. Approximately 90% of the revenues are derived from generating the syncrude with the balance realized from tipping fees, portfolio energy credits and recyclables being the largest component. As for expenditures, approximately 80% are comprised of plant labor & maintenance, purchased natural gas & power and other operating and General & Administrative. Other expenditures include catalyst and chemicals, operating cost contingency, property tax and insurance and transportation. Fulcrum has engaged third party consultants to measure the feasibility and integrity of the model by stressing the variables and inputs to the model. Conservative inflators were incorporated accordingly.

In servicing the debt, Fulcrum projects 1.8x, 1.9x and 2.2x coverage in the first 3 years of operations with an average of 2.4x coverage for the next 5-yrs. This is conservative in nature with contingencies incorporated into the model allows flexibility in managing future cash-flows.



Financing Summary

Fulcrum has requested \$150,000,000 in bonds allocated to finance the Project supplemented with significant equity and federal grants. At this time, the bond structure considers the following key components:

- Sources:
 - Bonds Issued: \$150,000,000
 - o Fulcrum Equity Contribution: \$78,700,000
 - Department of Defense Grant: \$67,500,000
 - o EPC Contractor Equity Contribution: \$15,000,000
 - o Total Sources of Funds: \$311,200,000
- Uses:
 - o Project costs: \$234,900,000
 - Fixed-priced Biorefinery EPC Contract: \$202,400,000
 - Feedstock Processing Facility EPC Cost: \$32,500,000
 - o Non-EPC Costs: \$21,100,000
 - Includes EPC Scope Exclusions; Commission, Start-up and Taxes; Water Rights and Utilities; Spare Parts and Small Equipment; and Development
 - Financing Costs:
 - Capitalized Interest (through 2020): \$25,500,000
 - Debt Service Reserve Fund: \$12,000,000
 - Costs of Issuance: \$7,700,000
 - o Contingency: \$10,000,000
- Payments
 - First interest payment will be in 2018
 - First principal payment will be in 2021
 - The final principal payment is anticipated to occur in 2037
 - There will be level debt service payments on the bonds

Estimated Draw Schedule

Fulcrum anticipates beginning construction of the Project in September of 2017 with final construction completed in December 2019. Fulcrum has three main sources of funds for the Project being Investor Equity (\$129.55MM), Department of Defense Grant (\$67.50MM) and the Tax-Exempt Bonds issued through the B&I (\$150.00MM). It should be noted that Fulcrum has already expended approximately \$57.72MM for develop of Phase 1 of the Project. Fulcrum anticipates spending down the balance of the funds for Phase 2 accordingly:

- Construction:
 - September 2017 thru December 2019
 - Total: \$347.05MM
 - This amount includes equity funds expended to date along with new energy risk insurance
- Use of Funds
 - Investor Equity (\$129.55MM)
 - \$57.72MM expended to date
 - Balance to be expended October 2017 thru April 2018 and final payments
 - Department of Defense Grant (\$67,50MM)
 - Will be expended September 2017 thru May 2019



- Tax-Exempt Bonds issued through the B&I (\$150.00MM)
 - Will be expended (after capitalized interest and COI is paid at closing) April 2018 thru October 2019 (including payment of capitalized interest through 2019)

Fulcrum will begin utilizing its Equity and Grants before expending bond proceeds.

Conclusion

In considering the various aspects of the transaction such as project scope, economic impact, environmental benefit, lack of competition, comprehensive management, exhaustive planning and overall value to the industry, County and State, the Fulcrum Project is very beneficial and should be considered a positive asset to Storey County and the State of Nevada. The Fulcrum project, as proposed, would provide a meaningful economic benefit in job creation and revenue generation to both the State and County. Further, the Project is a productive use of the private activity volume cap.

LYRB concurs with the B&I Bond Counsel that the Fulcrum Project meets the requisite Nevada Revised Statutes and should be presented to the Board of Finance for its approval.

We welcome the opportunity to discuss the Fulcrum financing application. Please contact me at (801) 456-3903 or by cell (801) 647-4823 or by e-mail david@lewisyoung.com.

Sincerely,

David Robertson Vice President

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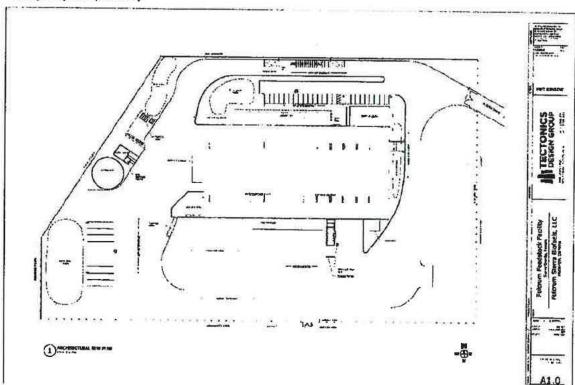


APPENDIX A

FEEDSTOCK AND BIOREFINERY PHOTOS



Biorefinery site (current)



FPF Site Layout



Tipping floor



Post-Shredded MSW Moving Into the Processing System



MSW Shredder and Conveyor Moving MSW into the Processing System



Waste tipper

EXHIBIT B

OFFICE OF ECONOMIC DEVELOPMENT APPROVAL

DETERMINATION AND APPROVAL OF THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT PURSUANT TO NEVADA REVISED STATUTES 349.585 RELATING TO THE FINANCING OF A PROJECT TO BE LOCATED IN STOREY COUNTY, NEVADA

WHEREAS, Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company ("Fulcrum"), a wholly owned subsidiary of Fulcrum Bioenergy, Inc. (the "Operator") has submitted the attached application dated April 28, 2017 (the "Application") to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds in an amount not to exceed \$150,000,000 (the "Bonds") for the purpose of assisting in the financing of a biorefinery facility to be used for the disposal of solid waste and conversion to renewable fuel products to be owned by Fulcrum and operated by the Operator, consisting of real and personal property to be located on a 19.4-acre parcel at 3600 Peru Drive in the Tahoe-Reno Industrial Center, in Storey County, Nevada (the "Project"); and

WHEREAS, the Director has authority to issue the Bonds pursuant to the Nevada Revised Statues, including Sections 349.400 through 349.670 thereof (the "Act"); and

WHEREAS, Fulcrum, the Operator and other interested parties have prepared and submitted to the Director certain reports, records and other information related to the Project, and the Director has reviewed such reports, records and other information and has otherwise investigated the facts concerning the Project so as to enable the Director to make certain findings in accordance with the Act; and

WHEREAS, pursuant to Section 349.585 of the Act, the State of Nevada Office of Economic Development (the "Office") must, prior to the issuance of the Bonds, determine that the Project is consistent with the State Plan for Economic Development and must approve the financing of the Project;

NOW, THEREFORE, pursuant to Section 349.585 of the Act, the Office hereby determines and approves as follows:

The Project is consistent with the State Plan for Economic Development developed by the Executive Director of the Office pursuant to Subsection 2 of Section 231.053 Nevada Revised Statutes.

Based upon the foregoing, the Project is hereby approved by the Office.

This determination and approval is made only for the purposes of Section 349.585 of the Act and does not constitute a guarantee of financial results with respect to the Project or otherwise with respect to the business prospects of Fulcrum or the Operator. This determination and approval is not intended as an analysis of the Bonds as investments or intended to be relied upon by investors.

IN WITNESS WHEREOF, the STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT has caused this determination and approval to be made this day of June , 2017

THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT

Executive Director

EXHIBIT C

COUNTY SUPPORT RESOLUTION

RESOLUTION #17-463

A RESOLUTION OF SUPPORT FOR FULCRUM BIO-ENERGY

WHEREAS, on May 14, 2008, Fulcrum BioEnergy (then Fulcrum Sierra Biofuels, LLC/IMS Nevada, LLC) was granted No. 2007-062 by the Storey County Commissioners; and

WHEREAS, in 2009 the company was granted an amendment to the Special Use Permit allowing relocation to a larger parcel; and

WHEREAS, in 2014 the company was granted a subsequent amendment to the Special Use Permit for modified processing and other considerations; and

WHEREAS, Fulcrum Bio-Energy is in compliance with the conditions of its special use permit and is in good-standing with Storey County. Fulcrum Bio-Energy and Storey County have maintained continuous communication about the company's proposed design, future plans of construction and permitting; and

WHEREAS, Fulcrum Bio-Energy will undoubtedly serve as an economic development engine for Storey County and the region.

THEREFORE LET IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby endorse and support Fulcrum Sierra Biofuels, LLC/IMS Nevada LLC's efforts to obtain bonding and funding support thru the Nevada Department of Business & Industry.

PASSED and ADOPTED the 30th day of June 2017, by the following:

AYES: McBride, McGuffey and Gilman

NAYS: None

And Signed: Walhart 16

Marshall McBride, Chairman

Jack McGuffey, Vice Charman

Lance Gilman, Commissioner

Attested:

Vanessa A. Stephens, Clerk-Treasurer

EXHIBIT D

VOLUME CAP CERTIFICATE

BRIAN SANDOVAL Governor

BRUCE H. BRESLOW Director

DEPARTMENT OF BUSINESS AND INDUSTRY OFFICE OF THE DIRECTOR

Private Activity Bond Certificate of Volume Cap Allocation

Pursuant to Section 146 of the United States Tax Reform Act of 1986, the undersigned duly authorized official issues this certificate to Fulcrum Sierra BioFuels, LLC on this date for the purpose described below:

1. Name and Address of Initial Owner

2. Project Location & Description:

Fulcrum Sierra BioFuels, LLC

or User of Project:

The proceeds of the bonds will be used to construct and equip a solid waste disposal

facility to be located in the Tahoe-Reno
Industrial Center, County of Storey, State of

Nevada

3. Principal Amount of Bonds:

\$150,000,000

4. Certificate Expiration Date:

45 days from the date of issuance.

5. Bond Counsel:

Ryan R. Warburton Gilmore & Bell, P.C.

15 West South Temple, Suite 520 Salt Lake City, Utah 84101

Date: June 74, 2017

ruce H. Breslow

Director of the State of Nevada Department of

Business and Industry

EXHIBIT E

FORM OF GOVERNOR'S CERTIFICATE REGARDING THE ISSUANCE OF THE BONDS FOR TEFRA HEARING PURPOSES

CERTIFICATE BY THE GOVERNOR REGARDING THE DEPARTMENT OF BUSINESS AND INDUSTRY'S ISSUANCE OF SOLID WASTE DISPOSAL REVENUE BONDS

I, Brian Sandoval, Governor of the State of Nevada, DO HEREBY CERTIFY:

A public hearing was held on August 1, 2017, at the principal office of the Nevada Department of Business and Industry Director's office located at 1830 College Parkway, Suite 100, Carson City, Nevada 89706 to hear public comment on plans for the issuance and sale of up to \$150,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds) (the "Bonds") to assist in the financing of a solid waste disposal facility to be located in Storey County, Nevada.

Notice for the hearing was given and the hearing was conducted in accordance with the Report of Hearing. Such Notice and Report of Hearing are attached hereto as Exhibit A. Solely for the purpose of satisfying the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and for no other purpose, I hereby approve the plan of financing for the issuance of the Bonds. This approval is not to be construed as a pledge of the faith and credit of or by the State of Nevada, or of any agency, instrumentality, municipality, or subdivision of the State of Nevada.

	IN WITNESS WHEREOF, I have set my hand	
	This day of 2017.	
Governor, State of Nevada	BRIAN SANDOVAL	

EXHIBIT F

DOCUMENT EXTRACTS REGARDING USE OF FUNDS

Extracts from Indenture of Trust

Section 5.03 Construction Fund.

- (a) Subaccounts. The Trustee, upon direction from the Company on behalf of the Director, shall open new subaccounts of the Construction Fund as specified by the Company for the purpose of (i) depositing the proceeds of any Bond (other than proceeds to be applied to a refunding of the Series 2017 Bonds) permitted to be incurred by the Bond Documents, (ii) accounting for and payment of the capitalized interest or costs of issuance thereof, or (iii) for any other purpose permitted by the Bond Documents. To the extent that a subaccount of the Construction Fund is established, such proceeds may be used for the purposes for which such Bonds are issued and applied or requisitioned solely as set forth in any related Supplemental Indenture; provided, that the Company may, at any time, (x) open such subaccounts, (y) direct the Trustee to retain any necessary amounts therein and (z) transfer any remaining funds therein to the Revenue Fund; provided, further, that, for the avoidance of doubt, amounts on deposit in the other accounts pursuant to this Indenture or any Project Accounts pursuant to the Collateral Agency Agreement may not be transferred to such new subaccounts unless expressly permitted herein or therein.
- (b) Series 2017 Capitalized Interest Account. Amounts on deposit in the Series 2017 Capitalized Interest Account shall be used to pay capitalized interest related to the Series 2017 Bonds or to reimburse any affiliate of the Company for capitalized interest actually paid by or on behalf of the Company and eligible for reimbursement pursuant to the Tax Certificate. On any date upon which capitalized interest is due and payable, and prior to any payments under Section 5.05(a) hereto, in accordance with schedule attached as Exhibit C hereto, the Trustee shall, without further authorization, instruction or delivery by the Company of a Requisition, withdraw sufficient funds to make such payments from the Series 2017 Capitalized Interest Account. Upon receipt of interest earnings, the Trustee shall, without further authorization, instruction or delivery by the

Company of a Requisition, transfer any interest earned on the Series 2017 Capitalized Interest Account to the applicable subaccount of the Construction Collateral Account held by the Collateral Agent for the payment or reimbursement of Tax-Exempt Project Costs pursuant to the Collateral Agency Agreement. Upon the acceleration of the Series 2017 Bonds pursuant to Section 7.03 hereof, the amounts on deposit in the Series 2017 Capitalized Interest Account shall be applied in accordance with Section 7.06 hereof, provided that if such acceleration shall be rescinded before such application date, any unapplied amounts on deposit in such Series 2017 Capitalized Interest Account shall continue to be applied as provided herein.

Any amount remaining in the Series 2017 Capitalized Interest Account upon the final scheduled payment of capitalized interest on the Series 2017 Bonds, shall, without further authorization, instruction or delivery by the Company of a Requisition, be transferred by the Trustee to the Collateral Agent for deposit as follows: (i) if such transfer occurs prior to Trustee's receipt of written notice from the Company confirming the occurrence of the Final Acceptance Date, to the applicable subaccount of the Construction Collateral Account of the Construction Fund, and (ii) if such final disbursement occurs on or after the Trustee's receipt of a certification from the Company that the Final Acceptance Date has occurred, to the Revenue Fund.

of Issuance Account shall be used to pay the costs of issuance of the Series 2017 Bonds or to reimburse the Company or any affiliate of the Company for costs of issuance of the Series 2017 Bonds actually paid by or on behalf of the Company and eligible for reimbursement, and amounts on deposit in the Series 2017 Cost of Issuance Account shall be used to pay the costs of issuance of the Series 2017 Bonds actually paid by or on behalf of the Company and eligible for reimbursement, all in compliance with the Tax Certificate, upon receipt of an executed COI Requisition, in substantially the form attached to this Indenture as Exhibit D. The Trustee shall from time to time withdraw sufficient funds from the Series 2017 Cost of Issuance Account to fund disbursements made with respect to the Series 2017 Bonds on the date of issuance of such Series 2017 Bonds. Any amounts remaining in the Series 2017 Cost of Issuance Account on the 90th day after the Closing Date shall be transferred by the Trustee to the applicable subaccount of the Construction Collateral Account held by the Collateral Agent.

Section 5.04 [Reserved].

Section 5.05 Debt Service Fund. Pursuant to the Financing Agreement, the Company shall pay or cause moneys to be paid by the Collateral Agent to the Trustee for deposit in the accounts within the Debt Service Fund described below at the times and in the amounts necessary for the Trustee to make the transfers described below. Such amounts shall be paid by the Company in accordance with Exhibit C hereto; provided, however, that the Company shall, from time to time, prepare and provide to the Trustee an amended Exhibit C as may be required in connection with any prepayments, optional redemptions or mandatory redemptions that result in a change in Debt Service hereunder. The Trustee shall create, and shall apply money contained, in the accounts described below at the following respective times in the manner hereinafter provided, which accounts the Trustee hereby agrees to establish and maintain within the Debt Service Fund so long as this Indenture is not discharged in accordance with Article IX and each such account shall

constitute a trust fund for the benefit of the Bondholders, and the money in each such account shall be disbursed only for the purposes and uses hereinafter authorized. Funds will be applied pro rata across all Outstanding Series of Bonds.

- (a) <u>Bond Interest Account</u>. The Trustee, on each Interest Payment Date, shall withdraw and apply from moneys on deposit in the Bond Interest Account, an amount which shall be sufficient to pay interest payable on the outstanding Bonds on such Interest Payment Date.
- (b) <u>Bond Principal Account</u>. The Trustee, on each Principal Payment Date, shall withdraw and apply from moneys on deposit in the Bond Principal Account, an amount equal to the principal due on Bonds on each date on which principal is due (other than a Redemption Date). Money in the Bond Principal Account shall be used and withdrawn by the Trustee on each date on which principal is due solely for the payment of the principal of outstanding Bonds.
- (c) <u>Bond Redemption Account</u>. The Trustee, on each Redemption Date, shall withdraw and apply moneys on deposit in the Bond Redemption Account, amounts required to pay the redemption price on Bonds to be redeemed prior to their stated maturity. Money in the Bond Redemption Account shall be used and withdrawn by the Trustee on each Redemption Date solely for the payment of the redemption price other than in the case of a Sinking Fund Installment, which payments shall be made from the Bond Sinking Fund Installment Payment Subaccount.
- (d) <u>Bond Sinking Fund Installment Payment Subaccount</u>. The Trustee shall deposit to the credit of the Bond Sinking Fund Installment Payment Subaccount within the Bond Principal Account moneys deposited by the Company or the Collateral Agent to pay each Sinking Fund Installment when due.

Extracts from Collateral Agency Agreement

Section 5.04 Construction Collateral Fund.

(a) Construction Collateral Account. On the Closing Date, the proceeds of the Series 2017 Bonds, net of all costs and expenses incurred in connection with the issuance thereof and the costs and expenses of the borrowing of Loans related to the issuance of the Series 2017 Bonds under the Financing Agreement, amounts for the payment of which shall be deposited into the Series 2017 Costs of Issuance Account under the Indenture, and net of the amounts to be deposited into the Series 2017 Capitalized Interest Account and the Series 2017 Debt Service Reserve Account, shall be deposited into a segregated subaccount of the Construction Collateral Account and thereafter, any interest earned on such proceeds shall be deposited into the Construction Collateral Account. Amounts on deposit in the Construction Collateral Account shall be used to pay Tax Exempt Project Costs or to reimburse the Company or any affiliate of the Company for any Tax Exempt Project Costs actually paid by the Company or on behalf of the Company and eligible for reimbursement pursuant to the Tax Certificate. The Collateral Agent shall from time to time withdraw funds from the Construction Collateral Account in accordance

with a Requisition delivered by the Company pursuant to Section 5.05. The Construction Collateral Account is created solely for the benefit of the Trustee on behalf of the owners of the Series 2017 Bonds and shall not be subject to any Lien in favor of any Person other than the Collateral Agent solely for the benefit of the Trustee on behalf of the owners of the Series 2017 Bonds and shall be held by the Collateral Agent for the exclusive benefit of only such parties.

Section 5.05 Construction Collateral Fund Requisition Procedures.

- (a) Withdrawals from all sub-accounts of the Construction Collateral Fund, collectively, may be made from time to time, subject to the terms and conditions of Section 5.04 and this Section 5.05 (to the extent applicable).
- (b) Subject to the last sentence of this clause (b) and other than as expressly provided in Sections 5.04(b), 5.04(g), 5.04(h) and 5.04(k), the Company shall request disbursements of monies on deposit in the Construction Collateral Fund (and any sub-account thereof) by delivering to the Collateral Agent (with a copy to each Agent), not later than the second (2nd) Business Day prior to the proposed date of disbursement, a withdrawal certificate (the "Company Withdrawal Certificate") signed by an Authorized Company Representative in the form of Exhibit I attached hereto (together with a certificate of the Engineer in the form of Exhibit J attached hereto (the "Engineer Withdrawal Certificate"), in each case, to the extent necessary for compliance with Section 5.05(c) and Section 5.05(d)) (collectively, a "Requisition"). Upon receipt of each Requisition, the Collateral Agent shall make the payments set forth in such Requisition out of money in the Construction Collateral Fund (and each sub-account thereof) as set forth in such Requisition. For the avoidance of doubt, the Collateral Agent is not prevented by the two (2) Business Day notice requirement from paying the obligations set forth in the Requisition prior to the date of disbursement proposed in the Requisition. In making such payments the Collateral Agent may conclusively rely upon the Requisition without further inquiry. Except as provided in Sections 5.04(b) 5.04(g), 5.04(h), 5.04(k) and 5.04(l), any payments from the Construction Collateral Fund shall be made by the Collateral Agent solely based on Requisitions received from time to time pursuant to this Section 5.05. The opening of or requisitioning of amounts on deposit in any new sub-accounts pursuant to Section 5.04(k) shall be made by the Collateral Agent solely based on instructions received by the Collateral Agent from the Company.
- (c) Each Company Withdrawal Certificate shall set forth the funds requested to be withdrawn and the applicable accounts and payees to which such funds shall be transferred (with a description of the purpose therefor), referencing customary invoices, to the extent required, and attaching (x) a Disbursement Endorsement, to the extent required, and (y) solely to the extent funds are being requisitioned pursuant to such Requisition to pay the EPC Contractor, a lien waiver from the EPC Contractor in accordance with the requirements of the EPC Contract, conditioned solely upon payment of such requisitioned funds. Subject to Section 5.05(e) and Section 5.05(f) hereof, each Company Withdrawal Certificate shall include the following certifications of the Company as of the date of proposed requisition:
 - (i) All amounts previously requisitioned pursuant to prior Requisitions for the payment or reimbursement of Project Costs have been applied solely to pay or reimburse Project Costs;

- (ii) All amounts requisitioned in such Company Withdrawal Certificate relate to Project Costs that have been or are reasonably projected to be incurred in connection with the Project and none have been the basis for a prior Requisition that has been paid;
- (iii) Solely to the extent funds are being requisitioned pursuant to such Requisition to pay the EPC Contractor, no Act of Bankruptcy in respect of the EPC Contractor has occurred and is continuing;
 - (iv) No Funding Shortfall exists; and
 - (v) No Event of Default has occurred and is continuing.
- (d) Subject to Section 5.05(e) and Section 5.05(f) hereof, each Engineer Withdrawal Certificate shall include the following certifications of the Engineer, in its reasonable belief, as of the date of proposed requisition:
 - (i) Based on its reasonable belief, no Funding Shortfall exists; and
- (ii) Solely to the extent funds are being requisitioned pursuant to such Requisition to pay the EPC Contractor, (A) the work performed by the EPC Contractor pursuant to the EPC Contract to date has been performed in accordance with the terms of the EPC Contract; (B) the amount being paid to the EPC Contractor pursuant to the applicable Requisition does not exceed the amount then due and payable to the EPC Contractor under the EPC Contract, and (C) in its reasonable belief, Provisional Acceptance can be achieved by the Outside Operations Date.
- (e) No funds shall be requisitioned under this Section 5.05 from any sub-account of the Construction Collateral Fund with respect to the payment of interest on the Series 2017 Bonds unless no more funds are available in the Series 2017 Capitalized Interest Account under the Indenture, and the only certification required to be made to requisition for due payment of interest shall be a certification by the Company that as of the date of the proposed requisition, no Financing Default Event has occurred and is continuing with respect to the applicable Bonds (each such requisition solely of interest in accordance with this Section 5.05(e), an "Interest Requisition"); provided that, following the funding by the Collateral Agent of any Interest Requisition, the Collateral Agent shall request a certificate from the Engineer certifying that, based on its reasonable belief, no Funding Shortfall then exists. If the Engineer cannot deliver such certificate, the Collateral Agent shall withhold funding future Interest Requisitions unless and until (i) the Engineer is able to deliver a certificate to the Collateral Agent certifying that, based on its reasonable belief, no Funding Shortfall then exists or (ii) the Collateral Agent is instructed by the Trustee (at the direction of the Holders or Beneficial Owners of at least a majority of the aggregate principal amount of Series 2017 Bonds outstanding) to resume funding of such Interest Requisitions without the delivery of such certificate; provided further that, notwithstanding any instructions of the Holders or Beneficial Owners of Series 2017 Bonds, the Collateral Agent shall not withhold funding of any requisitions that satisfy all the conditions that would otherwise apply to requisitions of such amounts pursuant to this Section 5.05 (other than this clause (e)).

- (f) Notwithstanding any conditions set forth in this Section 5.05 (other than clause (e) above and clause (g) below) that would otherwise apply to withdrawals from any sub-account of the Construction Collateral Fund subject to the requisition procedures of this Section 5.05, the Collateral Agent shall fund a requisition that satisfies solely the following conditions (each such requisition in accordance with this Section 5.05(f), a "Partial Requisition") and no Engineer Withdrawal Certificate shall be required:
- (i) Delivery by the Company to the Collateral Agent (with a copy to each Agent), not later than the second (2nd) Business Day prior to the proposed date of disbursement, of a Company Withdrawal Certificate signed by an Authorized Company Representative, which sets forth the funds requested to be withdrawn and the applicable accounts and payees to which such funds shall be transferred (with a description of the purpose therefor), referencing customary invoices, to the extent required, and attaching (x) a Disbursement Endorsement, to the extent required, and (y) solely to the extent funds are being requisitioned pursuant to such Partial Requisition to pay the EPC Contractor, a lien waiver from the EPC Contractor in accordance with the requirements of the EPC Contract, conditioned solely upon payment of such requisitioned funds; and
- (ii) Such Company Withdrawal Certificate certifies solely that (A) all amounts requisitioned in such Company Withdrawal Certificate relate to Project Costs that have been or are reasonably projected to be incurred in connection with the Project and none have been the basis for a prior Requisition that has been paid; (B) no Event of Default has occurred and is continuing and (C) solely to the extent funds are being requisitioned pursuant to such Partial Requisition to pay the EPC Contractor, no Act of Bankruptcy in respect of the EPC Contractor has occurred and is continuing;

[provided that, following the funding by the Collateral Agent of each Partial Requisition, the Holders or Beneficial Owners of Series 2017 Bonds may vote to withhold funding of future Partial Requisitions from amounts on deposit in any sub-account of the Construction Collateral Fund subject to the requisition procedures of Section 5.05 by a vote of not less than the Holders or Beneficial Owners of at least a majority of the aggregate principal amount of Series 2017 Bonds outstanding.] The Collateral Agent shall continue to fund Partial Requisitions until instructed by the Trustee (at the direction of the Holders or Beneficial Owners of at least a majority of the aggregate principal amount of Series 2017 Bonds outstanding) to withhold funding. Upon such direction, the Collateral Agent shall withhold funding Partial Requisitions until instructed to resume funding of such Partial Requisitions by the Holders or Beneficial Owners of at least a majority of the aggregate principal amount of Series 2017 Bonds outstanding; provided further that, notwithstanding any instructions of the Holders or Beneficial Owners of Series 2017 Bonds, the Collateral Agent shall not withhold funding of any requisitions that satisfy all the conditions that would otherwise apply to requisitions of such amounts pursuant to this Section 5.05.

(g) Notwithstanding the foregoing, the Company shall not be able to requisition for the payment of Project Costs from any sub-account of the Construction Collateral Fund subject to the requisition procedures of Section 5.05 to the extent any of the following events shall have occurred and are continuing:

- (i) an Event of Default has occurred and is continuing;
- (ii) solely to the extent funds are being requisitioned pursuant to such requisition to pay the EPC Contractor and solely with respect to payments to the EPC Contractor, an Act of Bankruptcy in respect of the EPC Contractor has occurred and is continuing;
- (iii) a Disbursement Endorsement to the extent required to be delivered with respect to a requisition has not been delivered with such requisition (until and unless such Disbursement Endorsement is provided); or
- (iv) solely to the extent funds are being requisitioned pursuant to a requisition to pay the EPC Contractor and solely with respect to payments to the EPC Contractor, a lien waiver from the EPC Contractor in accordance with the requirements of the EPC Contract, conditioned solely upon payment of such requisitioned funds, has not been delivered with such requisition (until and unless such lien waiver is provided);

in each case, as evidenced by the failure of the Company or the Engineer, as applicable, to provide the applicable certification or accompanying attachments as part of the Requisition.

EXHIBIT G

CERTIFICATE OF FULCRUM REGARDING FEDERAL, STATE & LOCAL APPROVALS

CERTIFICATE OF FULCRUM SIERRA BIOFUELS, LLC REGARDING FEDERAL, STATE, AND LOCAL APPROVALS OF THE PROJECT

This certification is made by Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company validly authorized to do business under the laws of the State of Nevada ("Fulcrum"), in connection with the findings made by the Director of the State of Nevada Department of Business and Industry (the "Director") pursuant to Nevada Revised Statutes 349.580(2)(b) relating to the issuance by the Director of the State of Nevada Department of Business and Industry Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds), for the purpose of assisting in the financing of an approximately 19.4 acre municipal solid waste to renewable fuels facility to be owned, operated and managed by Fulcrum, and its affiliate, and consisting of real and personal property to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, in Storey County, Nevada (the "Project").

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT the Project has received all approvals by local, state and federal governments which may be necessary at this time to proceed with the construction, improvement, rehabilitation or redevelopment of the Project.

IN WITNESS WIJERFOF, I have hereunto set my signature as an authorized officer of Fulcrum that 11th day of July, 2017.

FULCRUM SIERRA BIOFUELS, LLC, a Delaware limited liability company

Вy

Its VICE PRESIDENT

EXHIBIT H

FORM OF CERTIFICATE OF APPROVAL BY THE STATE BOARD OF FINANCE AND RESOLUTION OF APPROVAL BY THE COUNTY COMMISSIONERS

CERTIFICATE OF APPROVAL BY THE STATE BOARD OF FINANCE

The undersigned duly qualified Chief Deputy Treasurer and Ex-officio Secretary of the State Board of Finance of the State of Nevada (the "Board of Finance"), does hereby certify as follows:

- 1. The Board of Finance met on August 8, 2017, in a duly noticed open meeting at which a quorum of the members of the Board of Finance were in attendance.
- 2. At such meeting the Board of Finance approved the Findings of the Director of the Department of Business and Industry of the State of Nevada (the "Director") dated as of July 14, 2017, relating to its Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds) (the "Bonds") and reviewed the Additional Considerations contained therein.
- 3. The foregoing actions have not been amended, modified, rescinded and are now in full force and effect.

IN WITNESS WHEREOF, I have executed and delivered this Certificate on the date set forth below.

Dated this	day of August, 2017.
	STATE BOARD OF FINANCE
	By:
	Tara Hagan

Chief Deputy Treasurer Ex-officio Secretary

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY APPROVING CERTAIN FINDINGS MADE BY THE DIRECTOR OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA PURSUANT TO NEVADA REVISED STATUTES SECTION 349.580 RELATING TO THE FINANCING OF A SOLID WASTE DISPOSAL FACILITY PROJECT LOCATED IN THE COUNTY OF STOREY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Fulcrum Sierra BioFuels, LLC, a Delaware limited liability company ("Fulcrum"), a wholly owned subsidiary of Fulcrum BioEnergy, Inc. (the "Operator"), has applied to the Director of the State of Nevada Department of Business and Industry (the "Director") for the issuance of industrial development revenue bonds (the "Bonds") pursuant to Nevada Revised Statutes ("NRS") Sections 349.400 to 349.670 for the purpose of assisting in the financing of a facility to be used for the disposal of solid waste and conversion to renewable fuel products to be owned by Fulcrum and operated by the Operator, consisting of real and personal property to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center in Storey County, Nevada (the "Project"); and

WHEREAS, pursuant to NRS Section 349.580, the Director, after reviewing the application and other materials submitted to the Director, has made certain findings with respect to the financing of the Project as are provided in the "Findings of the Director of the State of Nevada Department of Business and Industry Pursuant to Nevada Revised Statutes 349.580(2) Relating to the Financing of an Industrial Project to be Located in the Tahoe-Reno Industrial Center, Storey County, Nevada" (the "Director's Findings"), contained in a Memorandum of Findings, dated July 14, 2017, addressed to the Nevada State Board of Finance and the Storey County (the "County") Board of County Commissioners (the "Board of County Commissioners"); and

WHEREAS, the Director requests in the Director's Findings that the Board of County Commissioners approve the Director's Findings pursuant to Section 349.580(2); and

WHEREAS, the Board of County Commissioners has reviewed the Director's documents and heard testimony before the Board of County Commissioners concerning the Director's Findings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Storey County, Nevada the following:

1. The Director's Findings be and the same hereby are approved pursuant to NRS Section 349.580(2), based upon the materials submitted by the Director and other material submitted to the Board of County Commissioners and testimony described above in the final preamble hereto. This approval is made for the purposes of NRS Section 349.580(2). It is not (i)

an analysis of the Bonds or the appropriateness or risks of the Bonds as investments, (ii) a guarantee, or (iii) a finding that there is no risk in the Project, the Bonds or both.

- 2. The approval in Paragraph 1 is based upon the satisfaction of the requirements of the Director.
- 3. The Clerk-Treasurer of the Board of County Commissioners is hereby authorized and directed to mail a certified copy of this Resolution to the Director.
- 4. Nothing in this Resolution obligates the County in any way with respect to the Project or the Bonds.
- 5. If any action taken herein is found to be unenforceable, the remaining actions and provisions of this Resolution shall remain valid and enforceable unless and until the Board of County Commissioners determines otherwise.
- 6. The County Manager and County Attorney are authorized to take all steps necessary to carry out the actions taken herein and to carry out the purpose and intent of this Resolution.
 - 7. This Resolution shall be effective upon its passage and approval.

PASSED AND ADOPTED THIS	day of	, 2017.	
AYES:			
NAYS:			
		Marshall McBride Chairman	
ATTEST:			
Vanessa A. Stephens			
County Clerk-Treasurer			

RESOLUTION #17-463

A RESOLUTION OF SUPPORT FOR FULCRUM BIO-ENERGY

WHEREAS, on May 14, 2008, Fulcrum BioEnergy (then Fulcrum Sierra Biofuels, LLC/IMS Nevada, LLC) was granted No. 2007-062 by the Storey County Commissioners; and

WHEREAS, in 2009 the company was granted an amendment to the Special Use Permit allowing relocation to a larger parcel; and

WHEREAS, in 2014 the company was granted a subsequent amendment to the Special Use Permit for modified processing and other considerations; and

WHEREAS, Fulcrum Bio-Energy is in compliance with the conditions of its special use permit and is in good standing with Storey County. Fulcrum Bio-Energy and Storey County have maintained continuous communication about the company's proposed design, future plans of construction and permitting; and

WHEREAS, Fulcrum Bio-Energy will undoubtedly serve as an economic development engine for Storey County and the region.

THEREFORE LET IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby endorse and support Fulcrum Sierra Biofuels, LLC/IMS Nevada LLC's efforts to obtain bonding and funding support thru the Nevada Department of Business & Industry.

PASSED and ADOPTED the 30th day of June 2017, by the following:

AYES: McBride, McGuffey and Gilman

NAYS: None

And Signed: Walk

Marshall McBride, Chairman

Jack McGuffey, Vice Charman

Lance Gilman, Commissioner

Attested:

Vanessa A. Stephens, Clerk-Treasurer



Meeting date: August 1, 2017

Storey County Board of County Commissioners Agenda Action Report

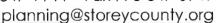
Estimate of time required: 5 min.

Ager	nda: Consent [] Regular agenda	a [x] Public hearing required [x]]		
1.	. <u>Title</u> : Discussion/Possible Action: Special Use Permit 2017-020 request by the applicant Asia Union Electronic Chemicals – Reno, Inc. (property owner Waltham Road Industrial, LLC) to retrofit an existing property and building to allow for the production, distribution and use of hazardous and non-hazardous chemical products associated with the microelectronics industry. The subject property is located at 1400 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-81.				
2.	Commission, a request that this Commission meeting and the Sc County staff concur with this remotion to continue this item to held at the Storey County Court 6:00 p.m., and to be heard at the	agenda item be continued to the eptember 5, 2017 Board of Countquest and recommend the Board be heard at the August 17, 2017, thouse, 26 South "B" Street, Virge Board of County Commissione	August 17, 2017, Planning August 17, 2017, Planning ty Commissioners meeting. Storey of County Commissioners make a Planning Commission meeting to be ginia City, Nevada, commencing at the September 5, 2017 meeting, to be ginia City, Nevada, commencing at		
3.	Prepared by: Kathy Canfield				
4. Department : Planning		Telephone : 775.847.1144			
5.	Staff summary: See enclosed	Staff Report No. 2017-020			
6.	Supporting materials: Enclose	sed Staff Report No. 2017-020			
7.	Fiscal impact: None on local	government.			
	Funds Available:	Fund:	Comptroller		
8.	Legal review required:	District Attorney			
9.	Reviewed by: Department Head	Department Name: Planning			
	County Manager	Other agency review:	W		
10.	Board action: [] Approved [] Denied	[] Approved with Modi	ifications Agenda Item No		

Storey County Planning Department

Storey County Courthouse 26 South B Street, PO Box 176, Virginia City, Nevada 89440

Phone 775-847-1144 - Fax 775-847-0949



To:

Storey County Board of County Commissioners

From:

Storey County Planning Department

Meeting Date:

August 1, 2017 at 10:00 a.m.

Meeting Location:

Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada

Staff Contact:

Kathy Canfield

File:

2017-020

Applicant:

Asia Union Electronic Chemicals - Reno, Inc.

Property Owner:

Waltham Road Industrial LLC

Property Location:

1400 Waltham Way, McCarran, Storey County, Nevada

Request:

Special Use Permit 2017-020 request by the applicant Asia Union Electronic Chemicals – Reno, Inc. (property owner Waltham Road Industrial, LLC) to retrofit an existing property and building to allow for the production, distribution and use of hazardous and non-hazardous chemical products associated with the microelectronics industry. The subject property is located at 1400 Waltham Way, McCarran, Storey County, Nevada,

Assessor's Parcel Number (APN) 004-091-81.

Motion for Continuance:

The applicant has requested this agenda item be continued to the August 17, 2017, Planning Commission meeting and the September 5, 2017 Board of County Commissioners meeting. Storey County staff concur with this request and recommend the Board of County Commissioners make a motion to continue this item to be heard at the August 17, 2017, Planning Commission meeting to be held at the Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada, commencing at 6:00 p.m., and to be heard at the Board of County Commissioners September 5, 2017 meeting, to be held at the Storey County Courthouse, 26 South "B" Street, Virginia City,

Nevada, commencing at 10:00 a.m.



Meeting date: August 1, 2017

Storey County Board of County Commissioners Agenda Action Report

Estimate of time required: 5 min.

Ager	nda: Consent [] Regular agenda	[x] Public hearing required [x]		
1.	requests a use variance allowing its existing ownership condition of inoperable motor vehicles and	a previously permitted non-confi		
2.	2017, Planning Commission me meeting. Storey County staff co Commissioners make a motion to meeting, to be held at the Storey commencing at 6:00 p.m., and to	eting and the September 5, 2017, oncur with this request and recome to continue this item to the August County Courthouse, 26 South "It continue this item to the Septembeld at the Storey County Courthouse this item to the Septembeld at the Storey County Courthouse this item to the Septembeld at the Storey County Courthouse this item to the Septembeld at the Storey County Courthouse the Storey County County Courthouse the Storey County County County County County County County	st 17, 2017, Planning Commission B" Street, Virginia City, Nevada,	
3.	Prepared by: Kathy Canfield			
4.	Department: Planning		Telephone : 775.847.1144	
5.	Staff summary: See enclosed	Staff Report No. 2017-008		
6.	Supporting materials: Enclose	sed Staff Report No. 2017-008		
7.	Fiscal impact: None on local g	government.		
	Funds Available;	Fund:	Comptroller	
8.	Legal review required:	District Attorney		
9.	Reviewed by: Department Head	Department Name: Planning		
	County Manager	Other agency review:		
10.	Board action: [] Approved [] Denied	[] Approved with Modif	ications Agenda Item No	

Storey County Planning Department

Storey County Courthouse 26 South B Street, PO Box 176, Virginia City, Nevada 89440 Phone 775-847-1144 – Fax 775-847-0949 planning@storeycounty.org



To:

Storey County Board of County Commissioners

From:

Storey County Planning Department

Meeting Date:

August 1, 2017 at 10:00 a.m.

Meeting Location:

Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada

Staff Contact:

Kathy Canfield

File:

2017-008

Applicant:

Insurance Auto Auctions

Property Owner:

Robert P. Ellis and Sandra D. Ellis Living Trust

Property Location:

4086 Peru Drive, McCarran, Storey County, Nevada, APN 005-071-16

Request:

Variance 2017-008 by Insurance Auto Auctions. The applicant requests a use variance allowing a previously permitted nonconforming use to remain in-place under its existing ownership conditions. The proposed use subject to the variance request is outdoor storage of inoperable motor vehicles and auctioning of those inoperable vehicles at portions of subject property located at 4086 Peru Drive, McCarran (Tahoe-Reno Industrial Center),

Storey County, Nevada, APN 005-071-16.

Motion for Continuance:

The applicant has requested this agenda item be continued to the August 17, 2017, Planning Commission meeting and the September 5, 2017, Board of County Commissioners meeting. Storey County staff concur with this request and recommend the Board of County Commissioners make a motion to continue this item to the August 17, 2017, Planning Commission meeting, to be held at the Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada, commencing at 6:00 p.m., and to continue this item to the September 5, 2017, Board of County Commissioners meeting, to be held at the Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada, commencing at 10:00 a.m.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8-01-17			Estimate of time required: 0 - 5	
Agenda:	Consent []	Regular agenda [2	X]	Public hearing required []
1. <u>Title</u> :	Business Lic	ense Second Read	ling	s Approval
2. Recon	ımended mo	tion: Approval		
3. Prepa	red by: Saral	n Dillon		
Depar	tment: Com	nunity Developme	ent	Telephone : 847-0966
4. <u>Staff summary</u> : Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.				
5. Suppo	rting materi	als: See attached	Age	enda Letter
6. Fiscal	impact:			
F	unds Availab	le: F	und	d:Comptroller
7. <u>Legal</u>	review requi	red:	[District Attorney
8. <u>Reviev</u>	ved by: X Department	ent Head		Department Name:
_	County N	Manager		Other agency review:
9. <u>Board</u> []	action: Approv Denied			Approved with Modifications Continued

Agenda Item No.

Storey County Community Development

Business Dicensing

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

July 24, 2017

To: Vanessa Stephens, County Clerk/Treasurer

Pat Whitten, County Manager

vstephens@storeycounty.org PWhitten@storeycounty.org

Re: Business License Inspections

Commissioner's Meeting: August 1st, 2017

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. ALUMAG AUTOMOTIVE Contractor / 5421 Kietzke Lane ~ Reno, NV(Installation)
- B. DESALITECH, INC Contractor / 1 Gateway Center ~ Newton, MA(Water Treatment System)
- C. LYNX CONTROL SYSTEMS Contractor / PO Box 138 ~ Israel (Control Systems)
- D. ENCORE AUTOMATION, LLC -Contractor /50Corporate Dr. Auburn Hills, MI (Installation)
- E. ROE PAINTING, INC Contractor /~ PO Box 7351 Boise, ID (Painting Contractor)
- F. DAN MILLS CONSTRUCTION NEVADA, INC -Contractor / Po Box 19760~Reno, NV (Framing Sub-Contractor)
- G. HESCO SERVICES, INC. Contractor / 862 West Fine Drive ~ Salt lake City, UT (Contractor)
- H. CHAMPION EMPLOYMENT GROUP General / 10358 Gratiot Ave, Columbus MI (Staffing)
- I. VERUS ASSOCIATES NEVADA, LLC Professional/ 9210 Prototype Dr. #101 Reno, NV(Engineering)
- J. M & L ELECTRICAL, INC Contractor / 6060 Scottsville Rd, Bowling Green KY (Electrical Contractor)
- K. SLE ELECTRONIC GMBH Contractor /5421 Kietzke Lane ~ Reno, NV((Design)
- L. HIRATA ENGINEERING INCORPORATED Professional /5421 Kietzke Lane ~ Reno, NV (Design)
- M. GIROUX GLASS, INC -Contractor / 850 W. Washington Blvd. #200, Los Angeles, CA (Safety Evaluation)
- N. BELAY ENGINEERING CO. Professional / 2328 Walsh Ave # L. Santa Clara, CA(Contractor)
- O. XION TECHNOLOGY, LLC Contractor / 4650 Wedekind Rd #2, Sparks NV (Installation)
- P. AMADA MACHINE TOOLS AMERICA, INC. Contractor / 2324 Palmer Dr., Schaumbung, IL (Installation)
- Q. NORBLAST, LLC Contractor / 4650 Wedekind Rd #2, Sparks NV (Installation)
- R. CTH INDUSTRIAL SERVICES, LLC Professional/ 7550 Bluewater Hwy, Saranac, MI (Engineering)
- S. PRECISION CONTROL SYSTEMS GROUP, LLC Professional / 29355 W 9 Mile Rd, Farmington, MI (Computer Programming)
- T. J & R TADROS, INC. Professional / 130950Trail Dust Ave, San Diego, CA (Consultant)
- U. SEYI-AMERICA, INC. Professional/ 17534 Von Karman Ave, Irvine, CA (Metal Stamping)
- V. CDWDIRECT, LLC Professional / 200 N. Milwaukee Ave, Vernon Hills IL (Direct Marketer)
- W. BETS SERVICIOS PROFESSIONALES Professional /5421 Kietzke Lane ~ Reno, NV (Engineering)
- X. BECK FACILITY SERVICES, LLC -Contractor / 147 Jackson St., Newman, GA (Janitorial)
- Y. ACCLAIMED INSPECTION SERVICES, INC -Professional- 598 Damonte Ranch Prkwy # B112, Reno, NV (Inspector)
- Z. TOOLING SYSTEMS GROUP Contractor /4315 3 Mile Rd, Grand Rapids, MI (Manufacturing)
- AA.R.E LEWIS REFRIGERATION, INC. Contractor / PO BOX 92 ~ Creston, IA (Refrigeration Contractor)
- BB. PINNACLE HEATING & AIR CONDITIONING Contractor / 5301 Longley Lane Bldg. #201,Reno, NV(HVAC)
- CC. EMPLOYBRIDGE General / 5580 Mill St., Reno, NV (Staffing)
- DD. SUMMIT FIRE PROTECTION OF MN CO. Contractor / 575 Minnehaha Ave W, St. Paul, MI (Design)
- EE. STEYER ASSOCIATES, INC General/ 115 Hall Brothers Loop #104, Bainbridge Island, WA (Staffing)
- FF. 3R AUTOMATION, INCOPORATED—Contractor/5421 Kietzke Lane ~ Reno, NV(Automation)

Storey County Community Bevelopment

Business Licensing

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

- GG. COMPLETE ROBOTICS, INC Professional 3509 Elizabeth lake Rd~ Waterford, MI (Computer Programing)
- HH. CBR ENTERPRISES, LLC Professional /5421 Kietzke Lane ~ Reno, NV (Project Management)
- II. TECNOEFFE, LLC Contractor / 4650 Wedekind Rd. # 2, Sparks, NV (Installation)
- JJ. CENTERAL STRIPING SERVICE, INC Contractor / 3489 Luyung Dr., Rancho Cordova, CA(Roadway Stripping)
- KK. BLACK & VEATCH CORPORATION Pro / 425 Apollo Dr. ~ Lino Lakes MN (sales)
- LL. HOMEGROWN GASTROPUB General / 719 D. Virginia St., Reno, NV (Mobile Food Truck)
- MM. AUTOMATION ELECTRIC, INC. Professional / 3983 S MCCarran Blvd., #491, Reno, NV (Troubleshooting)
- NN. ALPHA ASSEMBLY SOLUTIONS Contractor / 39 Main Street ~ Scottsville NY (Manufacturer)
- OO. NORTH AMERICAN MILLWORK, INC. Contractor / 105 Catron Dr., Reno, NV (Contractor)
- PP. ARMAC CONSTRUCTION, LLC Contractor / 343 Fairview Dr. #103, Carson City, NV (Excavation)
- QQ. CONCEPT SYSTEMS, INC. Professional /1957 Fescue St. SE, Albany, OR (Field Service Tech.)
- RR. RENO TAHOE ADVENTURES, LLC Transpiration/ 18224 Fontana Ct.,~ Reno, NV (Tour Operations)
- SS. US GRANITE- NEVADA, INC Contractor / 5350 Capital Ct., #100, Reno, NV (Fabrication)
- TT. COAST MACHINERY MOVERS OF NV, INC. –Transpiration/2431 Chico Ave, So El Monte, CA (Machinery Moving)
- UU. R & E AUTOMATED SYSTEMS- Professional /17500 23 Mile Rd . Macomb MI(Engineering)
- VV. ABC EMPLOYMENT HOLDINGS, LLC General 6610 N Shadeland Ave., Indianapolis, IN (Staffing)
- WW. MILLWRIGHTS 4 HIRE, LLC General/ 237 Lexington St. Lancaster, KY (Staffing)
- XX. QUALITY COMMUNICATIONS, INC Contractor/ 212 Murray Street ~ Garden City, ID (Cabling Contractor)
- YY. RKI INSTRUMENTS, INC Professional/ 33248 Central Ave, Union City, CA (Training)
- ZZ. HUMAN RESOURCES UNLTD, INC. General 3451 Dunckel Rd #200 Lansing, MI (Staffing)
- AAA. LEVEL ONE ROBOTICS & CONTROLS, INC Pro- 401 Ryland St. #200A, Reno, NV (Software)
- BBB. J.E. SIMAS FLOORS, INC. Contractor/ 9400 S Virginia St. Reno, NV (Floor Covering Sales, Install)
- CCC. ENTEGEE, INC. Professional/10151 Deerwood Park Blvd # 200, Jacksonville, Fl (Robot Programing)
- DDD. TOX -PRESSOTECHNIK L.L.C Contractor 4250 Weaver Prkwy, Warrenville, IL (Manufacturing)
- EEE. YOUNG FAIRBANKS NTERPRISES, LLC- dba Kim's Kool Treats- General 2725 E 9th St., Silver Springs, NV (Mobile Food Truck)
- FFF. COMPRESSOR-PUMP & SERVICE, INC. Professional- 3333 W. 2400 South., Salt Lake City, UT (Sales)

ec: Community Development Assessor's Office Tourism Office Planning Department Fire Department Comptroller's Office Sheriff's Office Commissioners' Office Dispatch

CORRESPONDENCE



July 9, 2017

Dear Pat & County Commissioners,

On behalf of the Board of Trustees and our staff, we wish to thank you and appreciate all that the County is doing to support our Art Center and care of this amazing property. This is clearly going to be a high impact year for urgent maintenance and improvement projects. The new Wi-Fi, beautiful paved driveway and extra funding support for the critical building assessment, restoration and preservation work will be phenomenal.

Several of your Storey County leaders and staff are making critical things happen quickly, have been very helpful resources, and are easy to work with. Several have joined the effort on a personal level and volunteered time and resources outside of their roles as well.

On another note, an amazing volunteer designed beautiful landscaping improvements, obtained phenomenal discounts and assembled volunteers to create a new level of organic beauty for the exterior as well. We have planted a large amount of perennial plants and flowers to elevate the presence of St. Mary's. We also have a beautiful new entrance sign and plantings to welcome visitors.

Once the porch and balcony restoration is complete, St. Mary's Art Center is going to be truly stunning. Our new programs and efforts inside will be visibly highlighted with these exterior improvements and high-speed infrastructure. We will always have critical projects and ongoing restoration requirements to preserve and care for this beautiful building and land, but these 2017 and 2018 projects are a fantastic leap forward.

Thank you, truly. It is a pleasure to work with all of you and an honor to help protect, restore and showcase this amazing historical cornerstone while offering and growing our own arts and history programming, and contributing to the community. Together we are making great strides in preserving this Comstock treasure.

Nolan Freece Tross

Best Regards,

Molly Burnet, President

Vanessa Stephens, Secretary & Treasurer

Pamela Abercrombie

Tom Turman

Arika Perry

St. Mary's Art Center Board of Trustees & Executive Director Don Bailey

Nolan Preece

Jack McGuffey

Gil Martin