

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

12/5/2017 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.

CLOSED SESSION AT 9:30 A.M.

Call to Order Closed Session meeting pursuant to NRS 288,220 for the purpose of conferring with county/fire district management and legal counsel pertaining to labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. The meeting will commence at 9:30 a.m. before the regular fire board meeting.

- 2. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
- PLEDGE OF ALLEGIANCE

4. DISCUSSION/POSSIBLE ACTION:

Approval of the agenda for December 5, 2017.

DISCUSSION/POSSIBLE ACTION:

Approval of the minutes for October 17, 2017.

6. DISCUSSION/POSSIBLE ACTION:

Approval of the minutes for November 7, 2017.

CONSENT AGENDA

- I Update to Storey County Administrative Policies and Procedures including 201 Fair Employment Practices, 202 Anti-Harassment, 203 Dealing with Discrimination, 204 Employee Bullying, 205 Employment Disabilities, 206 Drug and Alcohol Free Workplace, 207 Reasonable Alcohol Drug Testing, 208 Discipline Related to Alcohol and Drug Abuse, 209 Prohibition of Workplace Violence, 210 Employment of Relatives, 211 Employee Dating, 212 Code of Ethical Standards, 213 Political Activity, 214 Solicitation, 215 Work Stoppage, 216 Outside Employment, 217 Dress and Grooming, 219 Reporting Convictions, 220 Genetic Information Nondiscrimination Act (GINA), 221 Telecommuting; and the addition of Policy 222 Whistleblower Protection which removes the associated text from Policy 219 and places it appropriately into its own policy.
- II For possible action, Approval of payroll claims in the amount of \$879,747.27 and accounts payable claims in the amount of \$805,123.02.
- III For possible action, cancelation of the December 19, 2017 Board of County Commissioners Meeting.
- IV For possible action, approval of First Reading General Business License. Applicant is Jonathan Deitrich, owner of a home based business, The Supply SGT, at 450 S E St., Virginia City, NV 89440.
- V For possible action, approval of Treasurers Report for October 2017.
- VI For possible action, approval of First Reading Business Licenses:
 - A. TACTICAL CONTROLS General / 943 W. Overland Rd ~ Meridian, ID
 - B. VERTECH INDUSTRIAL SYSTEMS, LLC General / 4409 E. Baseline Rd \sim Phoenix, AZ
 - C. ZERO CHAOS General / 420 S. Orange Ave ~ Orlando, FL
 - D. EXPRESS JANITORIAL General / 418 S. Rock Blvd ~ Sparks, NV
 - E. DELTA MOLD General / 9415 Stockport Pl. ~ Charlotte, NC
 - F. HDR General / 6805 Double R Blvd ~ Reno, NV
 - G. APEX General / 4400 Cox Rd ~ Glen Allen, VA

- H. CONCRETE VALUE CORP OF NEVADA General / 695 Edison Way ~ Reno, NV
- I. JOHN GHILIERI Contractor / 3455 Thornhill Ct ~ Reno, NV
- J. MY FRIENDS General / 2995 Scottsdale Rd ~ Reno, NV
- K. NATHAN OSBORNE, DBA: STIX & STRIPS General / 6016 Plumas ~ Reno, NV
- L. MOORE THAN LOCKS General / 7565 Halifax Dr. ~ Reno, NV
- M. SILVER SAGE WATER CO, LLC General / 129 Ashley Way ~ Reno, NV
- N. TACOS EL GORDO General / 5330 Torobie Dr. ~ Sun Valley, NV
- O. KNA SOLUTIONS LLC General / 2035 Sunset Lade Rd ~ Newark, DE
- P. FIRE EXTINGUISHER SERVICE CENTER Contractor / 260 Freeport Blvd ~ Sparks, NV
- Q. EDEGARDO CANDIDO Handyman / 44 "G" St. ~ Virginia City, NV
- R. ELRINGKLINGER SILICON VALLEY, INC General / 2 Max-Eym-Strasse ~ Dettingen Erms, Germany
- S. NORTHSTAR ELEMENTS, LLC General / 1215 Alexandria ~ McCarran, NV
- T. PEARLY CAKES MERCANTILE General / 465 S "C" St ~ Virginia City, NV
- U. PAC VAN INC. General / 9155 Harrison Park Ct. ~ Indianapolis, IN
- V. SAN-EI TECH LTD. General / 7-1-15 Kashiwa ~ Chiba, Japan
- W. RAPID CONSTRUCTION INC Contractor / 3072 Research Way ~ Carson City, NV
- X. PRECIOUSE HOLDING, DBA: BAM!DOG HOT DOGS General/1795 Laurel Ridge \sim Reno, NV
- Y. SOFTWARE SPECIALISTS INC General/ 401 Smith Dr ~ Cranberry Township, PA
- Z.PRISM SYSTEMS SOFTWAREM, INC General / 200 Virginia St ~ Mobile, AL AA. ESC, Inc. General / 1922 N. Broadway Ave ~ Springfield, MO
- 8. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports
- 9. BOARD COMMENT (No Action No Public Comment)
- 10. DISCUSSION/POSSIBLE ACTION:

A resolution honoring Bruce and Linda Larson & Botcha-Caloop's as the 2017 Storey County business of the year.

11. DISCUSSION ONLY (No Action):

Presentation by Ron Radil with Western Nevada Development District.

- 12. RECESS TO CONVENE AS THE BROTHEL LICENSING BOARD
- 13. DISCUSSION/POSSIBLE ACTION:

Work Card appeal for Haley Hartman.

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

15. DISCUSSION/POSSIBLE ACTION:

Approval of Resolution 17-479 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 \$25,000,000 for the purpose of assisting in the financing of constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy to be used for converting municipal solid waste into renewable fuel products located at 3600 Peru Drive in the Tahoe-Reno Industrial Center and/or the improvements to and equipping of the facility owned and operated by Fulcrum used for the preliminary sorting and processing of municipal solid waste located at 350 Saddle Court in Mustang, Nevada, both locations being in Storey County, Nevada. Approval of the County is required pursuant to NRS 349.580(2).

16. DISCUSSION/POSSIBLE ACTION:

Review and possible approval of Communication Tower lease extension to SBA Communications for an additional 65 years when the current lease expires in 2034.

17. DISCUSSION/POSSIBLE ACTION:

Review and possible approval of TRI Public-Private Partnership Schedule of Project Revenue and Net Revenue and Supplementary Information for the year ended June 30, 2016.

18. DISCUSSION/POSSIBLE ACTION:

Review and possible approval of Storey County Audited Financial Statements for the year ended June 30, 2017.

19. DISCUSSION/POSSIBLE ACTION:

Approval and acceptance of the Trial Court Improvement (TCI) grant from the Nevada Administrative Office of the Courts in the amount of \$29,456.92 (Project Total) for a Jefferson Audio Video Arraignment System for the courtroom. Actual requested amount is \$20,619.92. Match is \$8,8837.00 to be shared equally by the Storey County District Court and Justice Court. (Justice Court Special Fund will be used to provide \$4,418.50 of the match.)

20. DISCUSSION/POSSIBLE ACTION:

Continue to January 2, 2018, First Reading of: Ordinance No. 17-279 amending Storey County Code Title 16 Subdivisions to adopt new codes for land subdivisions, parcel maps, division of land into large parcels, surety requirements, land readjustments, boundary line adjustments, and reversions to acreage; Ordinance No. 17.280 amending Storey County Code Title 17 Zoning including chapters 17.03 Administrative Provisions, 17.10 Definitions, 17.12 General Provisions, 17.15 Public Zone, 17.24 Agriculture Zone, 17.28 Commercial Zone, 17.30 Commercial-Residential

Zone, 17.32 Forestry Zone, 17.34 Light Industrial Zone, 17.35 Heavy Industrial Zone, 17.40 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards; Ordinance No. 17.278 amending Storey County Code 17.56 Planned Unit Developments to revise the procedure for approval of planned unit developments; and approval of Resolution No. 17-474 to the Board of County Commissioners with recommendation by the Planning Commission adopting a design criteria and improvement manual setting forth certain development and design standards and guidelines for residential and non-residential planned unit developments, multifamily residential complexes, and other uses; Resolution No. 17-461 to the Board of County Commissioners with recommendation by the Planning Commission determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution. In addition to provisions of the NRS, any person may complete and return to the board or planning commission a statement supporting or opposing the proposed amendments to the county code and zoning ordinance.

21. DISCUSSION/POSSIBLE ACTION:

Review of monetary payments, described as buyouts, to two department heads in December 2016, January 2017 and June 2017 by the County Manager. The Board may take action, including but not limited to, determining whether the county manager had authority to make the payments, setting a review of the county manager's job performance, referring the matter to an outside agency for evaluation for violation of NRS, or determine whether to try to recover part or all of the payments.

22. RECESS TO CONVENE AS THE FIRE PROTECTION DISTRICT BOARD

23. DISCUSSION/POSSIBLE ACTION:

Review of monetary payments, described as buyouts, to fire chief in December 2016, and June 2017 by the County Manager. The Board may take action, including but not limited to, determining whether the county manager had authority to make the payments, referring the matter to an outside agency for evaluation for violation of NRS, or determine whether to try to recover part or all of the payments.

24. DISCUSSION/POSSIBLE ACTION:

Approval of Memorandum of Understanding between the Storey County Fire Protection District (Employer) and the Storey County Firefighters' Association IAFF Local 4227 (Union) amending language in Article 1 Sections 1(a) and 1(b) of the 2017-2019 collective bargaining agreement pertaining to supervisory and non-supervisory bargaining units.

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

26. DISCUSSION/POSSIBLE ACTION:

Approval of the purchase of body cameras for the Storey County Sheriff's Office.

27. DISCUSSION/POSSIBLE ACTION:

Authorize the County Manager to sign a Grant of Easement/License to Switch Business Solutions, LLC for the purposes of installing and maintaining twelve (12) above ground utility poles at specified locations within the Storey County Right-of-Way (ROW) along Ireland Drive and Peru Drive in the Tahoe-Reno Industrial Center and situated in Storey County. Switch will also run fiber-optic wire between said poles for purposes of transmitting and receiving data to/from sources outside our prescribed ROW.

28. DISCUSSION/POSSIBLE ACTION:

Special Use Permit 2017-044 request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

29. DISCUSSION/POSSIBLE ACTION:

Division of Land into Large Parcels File 2017-045. The applicant is requesting two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. The subject properties are located at McCarran (McCarran Ranch area of the River District), Storey County, Nevada, existing APNs 004-161-16 and 004-111-06.

30. DISCUSSION/POSSIBLE ACTION:

Variance 2017-046 request. The applicant requests a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

31. DISCUSSION/POSSIBLE ACTION:

Licensing Board Second Readings:

- A. BARRY-WEHMILLER DESIGN GROUP General/ 8020 Forsyth Blvd ~ Roseville, CA
- B. WTD HOLDINGS, INC. Contractor / 2255 Justin trail ~ Alpharetta, GA
- C. INTERNATIONAL WORKERS GROUP General / 26 Center Rd ~ LaGrange, GA
- D. MOUNTAIN MUNCHIES VENDING CO. General/ ~ Truckee, CA
- E. MARLOWE HEINZ General / 355 N "F" St. ~ Virginia City, NV
- F. MITSUBISHI ELECTRIC AUTOMATION General/ 500 Corporate Woods Pkwy ~ Vernon Hills, CA

- G. CHROMALOX INC. General/ 103 Gamma Dr ~ Pittsburgh, PA
- H. BOART LONGYEAR CO. Contractor/ 2455 South 3600 West ~ West Valley City, UT
- I. TESLA ENERGY, DBA: SOLARCITY General/ 3055 Clearview Way ~ San Mateo, CA
- J. ADECCO USA, INC General/ 10151 Deerwood Pk ~ Jacksonville, FL
- K. COBALT CONTRACTING LLC General/ 5669 Courtney Plummer Rd ~ Oshkosh, WI
- L. ACME CONSTRUCTION SUPPLY General/ 330 se Salmon St ~ Portland, OR
- M. DIANDA CONSTRUCTION INC Contractor/ 5485 Reno Corporate Dr ~ Reno, NV
- N. THERMOLD INSULATION Contractor/ 2995 White Pine Dr ~ Washoe Valley, NV
- O. REYNOLDS BATTERY SVC, INC General / 1390 N. McDowell ~ Petaluma, CA
- P. SAKANA, LLC General/7655 Town Square Ln ~ Reno, NV
- Q. TECH PLUMBING & HEATING INC Contractor/ 2601 Warm Springs Ct ~ Carson City, NV
- R. TECHNOSOFT SERVICES, INC. General/ 13400 Bishops Lane ~ Brookfield WI
- S. ISLAND ICE, LLC General/ 6137 Torrington ~ Reno, NV
- T. AMERICA RENTS General/ 10450 S. Virginia St ~ Reno, NV
- U. TECHNICOAT MANAGEMENT, INC Contractor/ 6879 Speedway Blvd ~ Las Vegas, NV
- V. SUMMIT LINE CONSTRUCTION, INC Contractor/ 441 W. Power Line Rd ~ Heber City, UT
- W. TRUE NORTH SOLUTIONS LP General/8822 S. Ridgeline Blvd ~ Highlands Ranch, CO
- X. ENCORE STEEL, INC General/ 3420 S. 39th Ave ~ Phoenix, AZ
- Y. BANGKOK CUISINE, LLC General / 55 Mt. Rose St ~ Reno, NV
- Z. MIDWEST ENGINEERED SYSTEMS, INC General/ W238 N. 1800 Rockwood ~ Waukesha, WI
- AA. DEVIN GALLOWAY, DBA: IN THE ROUGH RECDORDS General/ 333 Territory Rd ~ Dayton, NV
- BB. CHEF YORKEY, LLC. -General/881 Golfers Pass Rd. ~ Incline Village, NV CC. INFERNO PIZZA TRAILER General / 5885 Wishbone CT ~ Sun Valley, NV
- 32. PUBLIC COMMENT (No Action)
- 33. 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.

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: <u>program.intake@usda.gov</u>.

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 11/30/2017; Virginia City Post Office at $132\,\mathrm{S}\,\mathrm{C}\,\mathrm{St}$, Virginia City, NV, the Storey County Courthouse located at $26\,\mathrm{S}\,\mathrm{B}\,\mathrm{St}$, Virginia City, NV, the Virginia City Fire Department located at $145\,\mathrm{N}\,\mathrm{C}\,\mathrm{St}$, Virginia City, NV, the Virginia City Highlands Fire Department located a $2610\,\mathrm{Cartwright}\,\mathrm{Rd}$, VC Highlands, NV and Lockwood Fire Department located at $431\,\mathrm{Canyon}\,\mathrm{Way}$, Lockwood, NV.

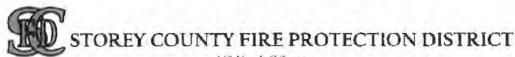
Ву		
	Vanessa Stenhens Clerk-Treasurer	



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 12/05/17		Estimate of time r	equired: 30 min.
Agenda: Consent [] Regular agenda	[] Publ	ic hearing required [] x (CLOSES SESSION)
1. <u>Title</u> : Call to Order Closed Session with county/fire district managem County Firefighters' Association regular fire board meeting.	ent and le	gal counsel pertainin	8.220 for the purpose of conferring g to labor negotiations with the Storey will commence at 9;30 a.m. before the
2. Recommended motion. No action.			
3. Prepared by: Austin Osborne			
<u>Department</u> : Human Resources		Tel	lephone: 775.847.0968
2019 CBA about "supervisory request reflects the mediated a	nciliation " and "no greement	Services (FMCS) reports of the supervisory and learning the services,	garding a disagreement in the 2017- anguage. The MOU shown in this subject to approval by the fire board.
5. <u>Supporting materials</u> : Enclosed Fi subject to a	MCS med pproval by	iated agreement betw the fire board.	veen the Employer and the Union,
6. Fiscal impact:			
Funds Available: n/a	Fund	: n/a	Comptroller
7. <u>Legal review required</u> :	D	istrict Attorney	
8. Reviewed by:			
_@' Department Head		Department Name:	Commissioner's Office
County Manager		Other agency review	N;
9. Board action: [] Approved [] Denied	[1]	Approved with Moc Continued	difications
			Agenda Item No

Enclosure A: FMCS Mediated Agreement and MOU Amending Text in the 2017-2019 CBA



145 North C Street P.O. Box 603 Virginia City, NV 89440 (775) 847-0954 Phone • (775) 847-0987 Fax.

October 30, 2017

Re: FMCS Mediated Agreement: Memorandum of Understanding to 2017-2019 CBA

The Storey County Fire Protection District (Employer) and the Storey County Firefighters' Association, IAFF Local 4227 (Union) engaged in mediation with the Federal Mediation and Conciliation Services (FMCS) on October 30, 2017, regarding the contents of Article 1 Recognition of the 2017-2019 Collective Bargaining Agreement (CBA). The parties hereby agree to the following terms as a Memorandum of Understanding (MOU) to the CBA, subject to approval by the Board of Storey County Fire Commissioners and in accordance with NRS 288.

- By November 7, 2017, at 5:00 p.m., the Union agrees to ratify in its entirety the 2017-2019 CBA as adopted by the Board of Storey County Fire Commissioners on August 15, 2017, and the Union's ratification will include Article 1 as adopted by the Board of Storey County Fire Commissioners on said date and as shown in Exhibit A attached hereto.
- At its December 5, 2017, meeting of the Board of Storey County Fire Commissioners, Fire
 District staff will present as an action item with recommendation for approval this MOU
 amending Article 1 as shown in Exhibit B attached hereto. If the Boards fails to approve the
 MOU, Article 1, Sections 1(a) and 1(b) of the CBA remain open to further negotiations. No other
 part of Article 1, or any other part of the CBA, will remain open to further negotiations.
- Action by the Board of Storey County Fire Commissioners or Fire District staff will not affect any other part of the 2017-2019 CBA.
- This MOU will remain in effect for the remaining term of said CBA.

Enclosures: Exhibit A – Board approved CBA Article 1 from August 15, 2017

Exhibit B – CBA Article 1 as amended per this MOU

SIGNATORIES TO MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this day of, 2017

STOREY COUNTY FIRE PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION TAFF LOCAL 4227

Marshall McBride, Chairman

Man Dixon, President

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// % -
Justin Grimm, Vice-President
Attest By:

Anne Langer, District Attorney

Vanessa Stephens, Storey County Clerk/Treasurer

Exhibit A - Board approved CBA Article 1 from August 15, 2017

ARTICLE 1: RECOGNITION

- I. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the Supervisory and Non-Supervisory bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units. This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units as follows:
 - a. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the Union as the exclusive bargaining agent for all nonsupervisory District employees listed in Section 2 of this Article.
 - b. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the union as the exclusive bargaining agent for supervisory District employees listed in Section 2 this Article.
- 2. The following job class(es) shall be covered by this Agreement:
 - Senior Firefighter/AEMT Non Supervisory Unit
 - b. Senior Firefighter/Paramedic Non-Supervisory Unit
 - c. Fire Captain Supervisory
- 3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

Exhibit B - CBA Article I as amended per this MOU

ARTICLE 1: RECOGNITION

- 1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the Supervisory and Non-Supervisory bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units.
- 2. The following job class(es) shall be covered by this Agreement;
 - a. Senior Firefighter/AEMT Non Supervisory Unit
 - b. Senior Firefighter/Paramedic Non-Supervisory Unit
 - c. Fire Captain Supervisory Unit
- 3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017 Estin

Estimate of Time Required: 0-5 min.

end	ia Item Type: Regular Agen	da					
1.	Title: Approval of minutes for October 17, 2017.						
2.	Recommended motion: Approve as submitted.						
3.	Prepared by: Vanessa						
	Department: Clerk	Contact Number: 775.847.0969					
4.	Staff Summary: Minutes are attached.						
5.	Supporting Materials: See attached						
6.	Fiscal Impact: 0						
7.	Legal review required: N	бо					
8.	Reviewed by:						
	Department Head	Department Name: Clerk					
	County Manager	Other Agency Review:					
9.	Board Action:						
	[] Approved	[] Approved with Modification					
	[] Denied	[1 Continued					



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, OCTOBER 17, 2017 10:00 A.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

JACK MCGUFFEY VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman McGuffey, Commissioner Gilman, Clerk & Treasurer Vanessa Stephens, County Manager Pat Whitten, Planning Director/Administrative Officer Austin Osborne, Fire Chief Jeff Nevin, Director of Security Melanie Keener, Comptroller Hugh Gallagher, Deputy District Attorney Keith Loomis, Outside Counsel Robert Morris, IT Director James Deane, Tourism Director Deny Dotson, Community Outreach Director Cherie Nevin, Virginia City Senior Center Director Stacey Gilbert, Justice of the Peace Eileen Herrington, Community Chest Executive Director Erik Schoen, Recorder Jen Chapman, and Sergeant Eric Kern.

- CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
 The meeting was called to order by the Chair at 10:00am.
- PLEDGE OF ALLEGIANCE
 The Chair led those present in the Pledge of Allegiance
- 3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for October 17, 2017

Chairman McBride stated he has been asked to move item #15 to follow the Consent Agenda. Mr. Osborne asked that item #25 be continued to December 19th or January 2nd if the December 19th meeting should be canceled due to the holidays.

Public Comment:

None

Motion: Approve Agenda for October 17, 2017 with changes indicated, 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 the Minutes for September 5, 2017.

Public Comment:

None

Motion: Approve Minutes for September 5, 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 payroll claims in the amount of \$692,763.13 and accounts payable claims in the amount of \$5,063,677.80.

II For possible action, approval of the Treasurer Report for September 2017.

III For possible action, approval of the Justice Court Quarterly Report.

IV For possible action, approval of Update to Storey County Administrative Policies and Procedures including: Policies 301 Personnel Role in Hiring, 302 Candidates and Recruiting, 303 Job Announcements, 304 Applicant Eligibility, 305 Examinations and Interviews, 306 Reference Checks, 307 Applicant Investigations, 308 Selection and Screening, 309 Orientation, 310 Probation, 311 Rehire, 312 License and Certs, 313 Casual Employment, 314 Volunteer Program, and 1002 Definitions.

V For possible action, approval of Interlocal Agreement between Storey County and Washoe County for the River District Lunch Program.

VI For possible action, approval of Business License First Readings:

- A. ATLAS CONULTING GROUP, LLC General / 71 W Main St. Freehold NJ
- B. FULCRUM, LLC-General / 1105 Williamsburg Dr ~ Mobile, AL
- C. MOTAN, INC. General / 320 N Acorn Street ~ Plainwell, MI
- D. RENO CARSON MESSENGER SERVICE. General/ 185 Martin St. ~ Reno, NV
- E. TSS TECHNOLOGIES, INC. General / 8800 Global Way- W. Chester, OH
- F. VWR INTERNATIONAL, LLC General / 738 Space Island Rd. Sparks, NV
- G. ZEPHYR COMMUNICATIONSOF NV General / 2187 Main Street Gold Hill

Public Comment:

None

Motion: Approve Consent Agenda for October 17, 2017, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

14. RECESS TO CONVENE AS THE 474 FIRE DISTRICT BOARD

15. **DISCUSSION/POSSIBLE ACTION:** Payment of retirement claim for one year of service up to \$41,346.59 based on PERS estimate, as requested by Rob DuFresne.

Deputy District Attorney Anne Langer joined the meeting via teleconference.

Chairman McBride stated that a couple of weeks ago he was contacted by Rob DuFresne with a request to purchase him a year of retirement. Chairman McBride asked him if he was short in years of retirement. Mr. DuFresne explained that he is not short – he is fully vested in the system; it is his understanding that years have been purchased for other employees in the past. Chair McBride advised him that neither staff nor the Chair had authority to give additional retirement benefits and this would be an item to be taken to the Board.

Marie DuFresne was present on behalf of her husband. She stated that her husband was unable to be present today due to a prior commitment. She explained that he is not asking for anything out of the ordinary as three other individuals received similar buyouts this year.

Vice-Chairman McGuffey explained that he has recently become aware of this issue. He feels that it is an excessive amount for a bonus and shouldn't be given to employees.

Commissioner Gilman stated that it appears does not believe that any money should be spent outside of the purview of the Board – this is the Commission's responsibility under NRS. Previous "buy outs" did not come before this Board – Commissioner Gilman was not aware of this. This gentleman is entitled to a lot of benefits from the union retirement plan. These types of issues could come before the Commission and should be a line item if going to be allowed along with a procedure to be followed.

Mr. Loomis added that the agenda item is specific to the request for PERS claim and not changing or creating policy. This is relevant but cannot be discussed today.

Chairman McBride said currently there is no policy to give a bonus or buy additional retirement years for employees. It has been perceived by past practice that there should be some entitlement. It was explained that in the past the County has bought service for employees, get them into the PERS system and off County payroll which was cost effective due to high salaries and then bring in someone at the "bottom of the ladder". Storey County employees are entitled to a 100% tax-payer funded retirement with benefits.

Public Comment:

Marie DuFresne: In talking about excess, isn't it excess to give one employee an \$80,000 bonus on top of a year at the end of their term. She asked the Board if they approve the Treasurer's report monthly, and if they approve that report shouldn't you know about the previous purchases. How do you not know when the Board approved the previous Treasurer reports?

Nicole Barde: The possibility of "misappropriation of funds" has been brought up as well as the fact that in order for money to be paid out of the County it would be on the Treasurer's Report. When the

investigation into how this could have happened without (the Commission's) knowledge, will a report come back to the Board and made public? Agenda items regarding (bonuses) have been approved in the past.

Chairman McBride: This agenda item is regarding Mr. DuFresne's request and not past practice. The Board will only speak on Mr. DuFresne's request.

Outside Counsel Robert Morris stated he was asked by District Attorney Langer to be here should issues about policy or past practices come up and agrees this Item is solely for Mr. DuFresne's request. Staff can be directed to come back with an item regarding past practices. There is a retirement incentive program – this is different than a bonus which is being requested in this item.

Chairman McBride: Commissioner Gilman has requested that past practice regarding this be looked into with a report brought to the Board. What does the Board feel regarding this item?

Commissioner Gilman: Does not believe it would be appropriate to establish precedent at this Board to enter into programs after the fact.

Vice-Chairman McGuffey: Prefers not to make a decision without coming up with a policy. Right now his decision is no – if there was a policy in place that could sway his opinion.

District Attorney Anne Langer added that a policy would be after the fact and not retroactive.

Commissioner Gilman: Is not aware of a precedent that indicates the Board should entertain further retirement benefits for employees. Staff and the legal department should provide feedback.

Motion: I make a motion to deny the application for \$41,349.56 based on PERS estimate presented by Rob DuFresne, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

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

Community Chest & Library Director Erik Schoen:

- Construction of the new building continues on track for completion in February.
- Go to ccnevada.net for information regarding the October 27th fundraiser at Pipers.
- Thank you to Commissioner McGuffey for organizing TRI businesses to come to Virginia City to visit non-profits, which are being run very well.

IT Director James Deane:

- Hardware has been purchased for the new system replacing the AS400 at a cost \$100,000. Currently \$88,000 has been spent, which is under budget.
- December 1st is the estimated date for hardware to be up and running and development testing with Tyler and Devnet.
- Has attended presentations with Harris, Tyler, and Devnet. Devnet is opening a support center in Carson City.

Justice of the Peace Eileen Herrington:

- The number of citations coming is an indication of growth in the County and the opening of USA Parkway.
- This brings an increase in fines with over \$40,000 for the first quarter.
- Traffic citations were up to 1,300 for the last quarter of the fiscal year.
- All of this has an impact on the Court. Costs are offset by use of special funds.

Mr. Whitten: This is an indication of more volume of people and cars in the TRI area, not that the Sheriff's Office is becoming more aggressive.

Tourism Director Deny Dotson:

- V&T Rail Commission Board met last Friday. New Chairs will be set next week. Looking forward to great changes for next year. The Polar Express team is in place.
- The Red Run Event was held last week. It came out pretty well. A lot of history was learned through this event.
- Thomas Train will be held the next two weekends.
- Upcoming events will be the Halloween and Veterans Day parades.

Fire Chief Jeff Nevin:

- Drop box collections have been set up at all fire stations in response to the devastating fires in California. Items needed: gift cards, dry goods, clothing, pet supplies.
- This week is high school homecoming. Friday night will be the annual bon fire held at the Ice House. This will only take place pending weather conditions. The bon fire will be monitored by the Fire Department.

Community Outreach Director Cherie Nevin:

- The Lockwood Community Senior Center Open house is October 24th at 12:30 PM. Call the day before for reservations.
- There is a lot of information on the County website and facebook regarding the sewer project. A letter will go out to all residents with all information. This will be an 18 month project.
- There will be street closures with the sewer project. This is a very complex project and there will be unexpected situations.
- Attending a mass-fatality planning workshop in Washington state along with other quadcounty representatives.

Director of Planning/Human Resources Austin Osborne:

- Work is finishing up on Title 16 and 17 updates, along with other items dealing with Planning.
- The latest updates are on the website.
- Up-coming Planning Commission meetings to discuss updates are: October 19 in Lockwood;
 November 2, Mark Twain; November 16, Virginia City.
- The Lands Bill is moving forward.

Deputy District Attorney Keith Loomis:

• Update on Sutro Springs Road litigation: the plaintiff has requested to stipulate to dismissing the lawsuit. There is an opportunity to recover costs and some attorney's fees.

County Manager Pat Whitten:

- There will be and are impacts with the sewer project. Interruptions, including water service, can be planned or unexpected this is going to happen.
- Congratulations to Deny Dotson and Katie Demuth in hosting a successful meeting with the Reno-Tahoe Territory tourism group in the County Slammer Museum.
- The County has hired Martin Azevedo as full-time Fire Marshal.
- The Commission meetings of November 21st and December 19th may be dismissed. There is opportunity for special meetings if necessary.

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

Vice Chairman McGuffey:

- The V&T Rail Commission elected Deny Dotson as Chair.
- T-Mobile is close to signing agreement for cell service on the Highlands tower possibly by the end of the year.
- Great turnout last weekend at St.Mary's Art Center for the fall gallery.
- The Back in Time fundraiser at the Fourth Ward School was big success.
- 12. **DISCUSSION/POSSIBLE ACTION:** Consideration and Possible Action to approve contract to purchase Pipers Opera House from the Storey County School District for \$300,500.00 and other consideration.

District Attorney Keith Loomis presented this item. In order to sell School District property, the District must obtain two appraisals – property cannot be sold for less than appraised value. The County will meet the \$300,500 and provide other consideration. An Interlocal Contract will provide that the School District will have use of Pipers for up to 30 days per year at no charge.

The School District will have to approve a Resolution proposing the sale and the publish the Resolution twice. Any objections must be heard prior to the sale.

Commissioner Gilman asked if a structural report was available on the building. Any structural damage should be known up front.

Mr. Whitten: The County has a historic structures report. This will need to be updated. The County Engineer has identified issues which appear to be issues the County can better address than the School District. The County has already fixed some issues identified this year. Mr. Whitten would also like to protect the Opera House from falling into private hands.

Public Comment:

Kris Thompson, TRI Project Manager: This is a great move by the County to protect the Opera House for posterity. He suggested that the County has an infrastructure fund and perhaps those funds can be used to improve the structure.

Sam Toll, Gold Hill Resident: Is it the position of the County or Mr. Whitten to protect the Opera House from falling into private hands.

Mr. Whitten: It's mine.

Mr. Toll: Concerned that estimates he has heard could be up to \$2 to 3 million to renovate the property. There is also concern with the County owning and maintaining historical properties which may suggest to owners of other (historical) properties that this is a direction the County wants to go. Is it appropriate for the County to purchase properties with or without plans for future use? More money may be received if the property was put on the open market.

Nicole Barde, Storey County Resident: Thank you for considering this purchase. What is the County's plan for Pipers? Is the County willing to put money behind and into it? What will make a difference in preserving this building?

Todd Hess, Storey County School District Superintendent: Thank you to Mr. Loomis for the great direction. Per NRS two appraisals were obtained. The School District purchased the Opera House for \$282,310 in 2014 with the intention to not own it forever. The County was not in a position at the time to purchase. The School District does not have the resources to maintain it.

Chairman McBride: Commended the School District for taking on this building in 2014. Chair McBride reviewed the history of the Opera House while on the non-profit Board. Several million dollars have been put into the building and foundation, in structural support, and other areas. The County has access to apply for grants for assistance. We have a responsibility and moral obligation to look after the history of Virginia City. Chair McBride said he is in total support of the County taking over this building.

Vice-Chairman McGuffey: Feels the goal is to get a Board in place and apply for grants to assist with repairs. When it was in private hands, the people meant well but were unable to generate enough funds to maintain it.

Commissioner Gilman: Industry here is driven by tourist dollars – properly done, Pipers could be a major draw.

Mr. Whitten: Does not doubt the figure of \$2 – 3 million worth of work, but probably does not need to be done immediately. We will work down the list. There are a number of options for funding of this work. Purchase funds will come from two areas. One, Toys R Us had a 50% abatement on personal property tax with agreement that if they left sooner than the 10 year commitment – which they did - they would pay back to Storey County approximately \$250,000, with limited parameters on what it could be used for. This would be the "lions share" of funding.

Sam Toll: It was suggested that a plan would be to create a 50C3 entity to take over – is that the plan?

Mr. Whitten: The uses have to be looked at. There are four County "treasures" being operated by 501C3 groups – which might even be here without these groups. This would be at the top of the list for Pipers.

Mr. Toll: With the investment in this building, it is in everyone's best interest to have a more solid, defined plan than we may do this or that.

Chairman McBride: The Eureka Opera House just had a windfall of funds from mining taxes.

Mr. Loomis explained this is an offer to the School Board and they can accept or reject the offer.

Motion: I, Commissioner Jack McGuffey, moved to approve the contract for the purchase of the Pipers Opera House from the Storey County School 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)

8. **DISCUSSION ONLY (No Action):** Review of the 1st Quarter 2017 Unaudited Budget to Actual Review

Comptroller Hugh Gallagher discussed and reviewed the 2017 1st Quarter Unaudited Budget. At 25% of the year, revenues are up and expenses are low, continuing with the way things were during the 4th quarter of last year. The General Fund is currently at 35% of revenue and 21% expenses.

Community Development has requested to hire a licensed building inspector with electrical background.

Mr. Gallagher reviewed the few departments that are over in percentages. Overall Mr. Gallagher feels very good about the first quarter.

 DISCUSSION/POSSIBLE ACTION: Approval of Cooperative (Local Public Agency)
 Agreement between the State of Nevada Department of Transporation and Storey County for the Six Mile Canyon Emergency Repair Project.

Cherie Nevin stated that as a result of the winter storms Six Mile Canyon sustained severe damage and was closed for several months for emergency repairs. Six Mile Canyon is considered a major collector to a State Highway allowing the County to seek reimbursement from Federal Highways, through NDOT, for some of the costs. This Agreement allows for reimbursement of approximately \$255,113 once funding is made available through Federal Highways.

Chairman McBride: Is the total amount were entitled to?

Ms. Nevin: This is 100% total amount for repairs. For the permanent repairs later, the County will receive 95%. It is unknown when the funds will come.

Public Comment:

None

Motion: I move to approve the Cooperative (Local Public Agency) Agreement between the State of Nevada Department of Transportation and Storey County for the Six Mile Canyon Emergency Repair Project, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

10. **DISCUSSION/POSSIBLE ACTION:** Accept receipt of two motorcycles from Washoe County, free of charge, through a Department of Homeland Security grant for response and use in back country operations.

Mr. Whitten presented this item on behalf of the Sheriff. Washoe County had two motorcycles available to the first agency that wanted them. The intended use would be in the back roads only. The motorcycles are street legal and free, and will save wear and tear on vehicles. The County has at least four qualified deputies to operate these motorcycles.

Sergeant Eric Kern: These are BMW motorcycles with fairly low mileage. The Sheriff indicated that deputies will be doing some training with Carson City Sheriff. Some of the back roads are very rough on vehicles.

Public Comment:

None

Motion: I motion to accept receipt of two motorcycles from Washoe County, free of charge, through a Department of Homeland Security grant for response and use in back country operations, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

11. **DISCUSSION/POSSIBLE ACTION:** Consideration and possible action regarding Resolution 17-475 setting Storey County Sheriff's Office Jail parking lot as location for transaction of internet sales as required by AB 297.

Deputy District Attorney Loomis stated that the Legislature passed AB297 stating that a location for internet transactions must be designated. The Sheriff has requested that the parking lot at the jail be the designated place.

Mr. Whitten: The parking lot is well lit and has cameras - it is the logical place for this.

Public Comment:

None

Motion: I make a motion to approve Resolution 17-475 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)

13. **DISCUSSION/POSSIBLE ACTION:** Consideration and Possible Action on approval of contract to purchase real property from Kimberly Neal located at 10 South B Street adjacent to the County Courthouse for approximately \$355,000.00.

Deputy District Attorney Loomis: This is a proposed contract for purchase of the property north and adjacent to the Courthouse for use as additional office space and parking. An appraisal was done in August 2017 with a value of \$355,000. The seller, Ms. Neal, has requested changing the date of closing from December 15 to November 1, 2017. The Preliminary Title Report has not yet been received. Mr. Loomis would like to review this Report before closing and is recommending the

contract be amended to state escrow shall close on or about November 1, 2017, and in no event prior to the County's opportunity to review the Preliminary Title Report.

Mr. Whitten: This property has been on the County's radar for years. Most of the land north of the Courthouse is owned by this property. Ms. Neal leased this area to the County when there were parking issues last winter. This area is prime for parking. There is a need for space for the Justice Court and other departments can also make use of this property.

Commissioner Gilman: Feels this is an appropriate purchase and logical move in order to obtain more space.

Chairman McBride: This property slipped through the County's fingers years ago. This will play nicely into the acquisition of the Opera House, when approved. Access will be easier through the Union Street side entrance.

Public Comment:

None

Motion: I make a motion to approve the entry into the contract for the purchase of real property belonging to Kimberly Neal and authorize the Chairman to sign, paragraph 5 will be amended to provide that escrow will close on or about November 1, 2017, but in no event prior to the County opportunity to review the Preliminary Title Report, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

17. **DISCUSSION/POSSIBLE ACTION:** Modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to include certain parcels located within an area previously transferred from Washoe County to Storey County in 2014. The subject parcels include APNs 005-121-01, 005-121-02, 005-121-03, 005-121-04, and 005-121-05.

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

Austin Osborne presented this item - request to modify the development agreement between Tahoe-Reno Industrial Center and Storey County to include parcels totaling approximately 2,500 acres, zoned commercial/industrial. This was land transferred from Washoe County to Storey County in 2014. Only the portions owned by TRI Center and zoned IC are subject to this request. Mr. Osborne reviewed all conditions agreed to by TRI, including agreement not to allow medical marijuana uses on this land and to include that restriction to all of the Industrial Center.

Public Comment:

Nicole Barde: Is the Master Plan being altered to accommodate this annexation?

Mr. Osborne: There are no changes to the Master Plan. This is an area in and around TRI Center that the Master Plan states this land should be used for industrial, commercial - those sort of uses.

Karen Woodmansee, Comstock Chronicle: Is this land owned by Storey County, now going to be owned by TRI? Would the "infrastructure agreement" apply to this property?

Chairman McBride: This is privately owned land transferred from Washoe County into Storey County.

Mr. Whitten: Yes - the (infrastructure) agreement will apply.

Kris Thompson: Appreciates Storey County's efforts getting this property moved into Storey County. This property will generate a lot of retail business.

Mr. Whitten: During the process, Washoe County has been very cooperative and supportive.

Vice Chairman McGuffey: His biggest concern is the river and does not want to see companies backed up to the river. He would like to see this as a green-belt area.

Mr. Osborne: These river-front properties have been acquired and are managed by the Nature Conservancy just for that purpose.

Motion: In accordance with recommendation by staff, I Commissioner McGuffey, motion to approve modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to include APNs 005-121-001, 005-121-02, 005-121-03, 005-121-04, and 005-121-05 as legally described in Exhibit A enclosed herewith, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

27. **DISCUSSION/POSSIBLE ACTION:** Road Abandonment. The applicants are requesting an abandonment of a portion of "O" Street. The applicant requests that the eastern four feet of "O" Street along the property line of Lot 9A, Block 116 of Virginia City, for a distance of 75 linear feet be abandoned to accommodate proposed construction of a garage. The property is located at 97 South "O" Street, the northeast corner of "O" Street and Taylor Street, Virginia City, Storey County, Nevada and having Assessor's Parcel Number (APN) 001-255-02.

Vice-Chairman McGuffey recused himself from discussion and vote on this item.

Planner Kathy Canfield presented this item. This application is made to correct and error when the permit was issued for construction of a two-car garage addition. It was discovered that the addition is 3 feet into the right-of-way. All required noticing was done and responses to objections were answered. Even with the abandonment, the general requirements for right-of-way are met. Property owner has agreed to an easement.

Mr. Osborne indicated changes have been made to work-flow and structure to insure this will not happen again.

Public Comment:

None

Chairman McBride said errors were made by the County and applicant, and does not see any problem.

Ms. Canfield read the Findings of Fact:

The Applicant requests an abandonment of a portion of "O" Street. The applicant requests that the eastern four feet of "O" Street along the property line of Lot 9A, Block 116 of Virginia City, for a distance of 75 linear feet be abandoned to accommodate proposed construction of a garage. The property is located at 97 South "O" Street, the northeast corner of "O" Street and Taylor Street, Virginia City, Storey County, Nevada and having Assessor's Parcel Number (APN) 001-255-02.

The Abandonment complies with NRS 278.480 relating to Abandonment of a street or easement.

The Abandonment complies with all Federal, State, and County regulations pertaining to vacation or abandonment of streets or easements, including NRS 278.240.

The Abandonment will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.

The Abandonment will not cause the public to be materially injured by the proposed abandonment.

The conditions of approval for the requested Abandonment do not conflict with the minimum requirements in Storey County Code Chapters 17.12.090, General Provision – Access and Right-of-Ways, or any other Federal, State, or County regulations.

Public Comment:

None

Motion: Approve In accordance with the recommendation by staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I, Commissioner Lance Gilman, move to approve an abandonment of the eastern four feet of "O" Street along the property line of Lot 9A, Block 116 of Virginia City, for a distance of 75 linear feet and the area of abandonment be combined with the property located at 97 South "O" Street, the northeast corner of "O" Street and Taylor Street, Virginia City, Storey County, Nevada and having Assessor's Parcel Number (APN) 001-255-02, (the following read by Chairman McBride): Additionally, the Final Map must delineate a four foot wide easement along the west boundary of the adjusted parcel (i.e., over the street abandonment area) which shall be exclusive for above-ground hanging fiber optic, telephone, cable, and television utilities. The portion of the residential/garage structure located within this easement area must not exceed 20 feet in height in order to not conflict with the overhanging utilities. The easement area must not allow utility poles, boxes, or other ground-mounted apparatus that would conflict with the residential structure built thereon,

Action: Approve, Moved by: Commissioner Gilman, Seconded by: Chairman McBride, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

28. **DISCUSSION/POSSIBLE ACTION:** Variance 2017-041. The applicants are requesting a variance to the side yard setback for the construction of a one-story garage attached to the existing residence. The applicants request the side yard setback be reduced from the required 10-feet to the proposed 1-foot. The property is located at 97 South "O" Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-255-02.

Vice-Chairman McGuffey recused himself discussion and vote on this item.

Planner Kathy Canfield presented this item. With the abandoned four feet, applicant is requesting a one foot setback from the property line which reflects the one foot garage over-hang into the right-of-way. The garage will be 13 feet from the pavement edge to garage wall.

Public Comment:

None

Mr. Osborne: Updates in zoning requirements will include "loosening restrictions" for building garages in Virginia City on 50x100 lots, rather than going through the variance process.

Ms. Canfield read the Findings of Fact:

The applicants are requesting a variance (Variance 2017-041) to the side yard setback for the construction of a one-story garage attached to the existing residence. The applicants are requesting the side yard setback be reduced from the required 10-feet to the proposed 1-foot. The property is located at 97 South "O" Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-255-02.

An abandonment of 4-feet by the 75-feet length of the west property line (Abandonment File 2017-040) has been approved for the applicant which permits this Variance application to proceed.

Because of errors made on submitted plans and measurements at the site, the granting of this Variance resolves the inadvertent construction of a garage foundation encroaching onto public right-of-way, without requiring the removal of the constructed foundation.

The subject property is located within R1 Residential zoning with an existing residence as a primary use and the proposed garage as attached allowed accessory use.

That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.

The Storey County Public Works Department reviewed the site and determined that no above-ground or below-ground public utilities exist in the area subject to the variance.

That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.

The proposed Variance is in compliance with all Federal, Nevada State, and Storey County regulations.

The proposed Variance is in compliance with Storey County Code 17.03.140 Variances and 17.16 R1 Residential Zones when all Conditions of Approval are met.

The proposed Variance is in compliance with and supports the goals, objectives and policies of the 2016 Storey County Master Plan.

Public Comment:

None

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 of County Commissioners, and in compliance with the conditions of approval, I Commissioner Lance Gilman), move to approve Variance 2017-041 to reduce the side yard setback from the required 10-feet to the proposed 1-foot. The property is located at 97 South "O" Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-255-02, Action: Approve, Moved by: Commissioner Gilman, Seconded by: Chairman McBride, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

18. **DISCUSSION/POSSIBLE ACTION:** Modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement, in accordance with Section 5.2, by accepting and approving the application of the amendments made to Title 17 of the Storey County Code set forth in Storey County Ordinance 17-275 (see Enclosure B) within the Tahoe-Reno Industrial Center, amendments which prohibit the use of land within the Tahoe-Reno Industrial Center as a marijuana cultivation facility, as a marijuana testing facility, as a marijuana manufacturing facility, as a marijuana distributor, as a retail marijuana store or as a facility from which a facility or organization from which a person may obtain marijuana and marijuana related products.

Commissioner Gilman recused himself discussion and vote on this item.

Planning Director Osborne presented this item - a request for TRI Center to accept the restrictions of the approved amendments to Ordinance 17-275 within Tahoe Reno Industrial Center.

Public Comment:

Sam Toll: Reviewed the background of marijuana in the 1900's. This industry (marijuana) is subject to triple taxation. The County turning its back is contrary to what the intent of the voters of the State of Nevada, and Storey County, made clear in question 2. It is disappointing in light of the fact (the County) is not getting much in the way of tax revenue from TRI.

Chairman McBride: The Federal Government still deems marijuana a "schedule one" drug. The County has a good relationship with the Federal Government – receiving assistance in funding various projects. Would not like to see a revocation of funding because the County was disobeying Federal law. If the Federal Government relaxes prohibition in the future, the County can look at this again. I do not believe the companies in the Industrial Center want "pot shops" set up where they're doing business.

Louise Pena, River District resident: Does not want to see the County pass something that would be so harmful to people in the River District. Allowing any part of marijuana distribution in that area is putting everyone at a disadvantage - especially with the current traffic issues. Does not want to see Storey County allow this in the Industrial Park.

Mr. Whitten: An agreement with the owners of the park states that subsequent laws passed don't necessarily pertain (to the park) unless agreed to at the County level. There are 15 rural counties none have enacted recreational marijuana. Restrictive use of marijuana is allowed in this county – this cannot be eliminated.

Kris Thompson: It was agreed by all parties that the Industrial Park must comply with all Federal law. If allowed, it would seem – under the Development Agreement – that everyone could come after TRIC and the County. TRIC supports the County on this issue.

Motion: In accordance with the recommendation by staff, I, Commissioner Jack McGuffey, motion to approve modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement in accordance with Section 5.2 by accepting and approving the application of the amendments made to Title 17 of the Sorey County Code set forth in Storey County Ordinance 17-275 within the Tahoe-Reno Industrial Center, amendments prohibiting the use of land within the Tahoe-Reno Industrial Center as a marijuana cultivation facility, as a marijuana testing facility, as a marijuana manufacturing a facility, as a marijuana distributor, as a retail marijuana store or as a facility for which a facility or organization from which a person may obtain marijuana and marijuana related products, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Chairman McBride, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

19. **DISCUSSION/POSSIBLE ACTION:** Workshop related to Property Tax Relief.

Comptroller Hugh Gallagher: The County is looking at what type of relief can be obtained – including real property tax reductions, rebates (both apply to ad valorem), utility fees (including tax gas), and anything that could provide relief for residents. The County must look at implementation, which starts Department of Taxation with discussions and others about what the procedures may be. Whether or not there are legal issues needs to be determined.

Commissioner Gilman: It sounds like the County is still researching and looking at how this may be accomplished.

Mr. Gallagher: Property tax relief will be on a percentage of what is originally put in. Businesses contribute about 65% and will get 65% back; centrally assessed is 22%; and residents and everyone else, would share about 12-15%. We continue looking for another way – nothing has been found yet. Once legality is established – will the Department of Taxation allow it?

Commissioner Gilman: This County is moving towards incredible prosperity. I want to see a vehicle that allows residents to participate in the County's financial successes and will be extremely disappointed if we do not come up with a way to reward (the residents).

Vice-Chairman McGuffey: There's been discussion that lowering taxes is hard to do and raising taxes is even harder. Once a year, Alaska sends out checks to every resident for the pipeline – maybe something like that can be considered. We want to fulfill promises made.

Mr. Whitten: The problem is finding meaningful relief. A lower tax rate will be seen by the "big boys". The rebate is sort of the same thing – big companies would benefit most, the average taxpayer would see minimal, to hardly any, relief. The idea of a check (as in Alaska) is fascinating and will be pursued further. The County is committed to find a way to get this done.

Commissioner Gilman: Believes the County spends about 85% of income in union support – for all of the community unions who share in the County's growth through automatic payroll increases and other guarantees. If the County is doing this, the most important faction is the residents – people who are paying the way.

Chairman McBride: That figure is not just the unions, all County employees are part of that figure. As the County gets closer to expiration of abatements, and new with new companies that do not have abatements, there will be a "windfall" of revenue. Tesla, paying the most taxes, will be the biggest winner of a tax rollback. Abatements do not last forever – everyone should get a benefit when the abatements expire.

Commissioner Gilman: Thinks some companies in TRI have received incentives, but only two have received abatements. There is a strong mix of income from TRI.

Chairman McBride: Before the growth in TRI, there were only volunteer fire departments in several areas where now there are paid, fully staffed fire stations – going from a small part of the budget to a good portion of it for these services. It's a cost of doing business and the residents are well-taken care of. The County is not near its (tax rate) cap and has been able to maintain a moderate tax rate. Other counties continue to raise rates.

Commissioner Gilman: The County has done a great job. Excess revenues are growing and will be available – it would be nice to plan how to have everyone in the loop.

Mr. Whitten: No action was anticipated today.

Public Comment:

Sam Toll: Does the Comptroller have an abated tax figure the County has received for 2016-17?

Mr. Gallagher: The abated taxes for 17-18 are about \$10 million. It was \$6 million the year before. The more property Tesla builds on – the higher the assessed valuation.

Mr. Toll: The Department of Taxation has no way of quantifying where tax revenues are generated from. One problem is – if you can't measure it, you can't manage it. A lot of the taxes collected are "one time", not recurring. What is it we're dealing with, how to figure that out, can a check be written to every resident in the County? Without real numbers, making any decision is dangerous.

Kris Thompson, TRI Project Manager: Property values and sales data in the region are tracked by TRI. Property values since the Tesla deal, have gone up over 20%. It seems the increased property taxes based on increased valuations could be turned back to Storey County residents. A government that is succeeding should be able to turn some of that success over to its residents.

Chairman McBride: Even though values of companies have gone up in three years, it is based on a ten year, rolling average on the property tax cap. Property taxes may have actually gone down because of the convoluted Legislative action.

Mr. Whitten: The answers lie with the Legislature.

Mr. Thompson: Is there a point that property tax relief can be enacted – can it be defined? There has to be a point where taxes can be lowered or a rebate given to residents.

Keith Loomis: The Nevada Constitution states the rate of taxation shall be equal across all properties. This is one roadblock distinguishing between residential and commercial users.

Mr. Whitten: The Alaska pipeline probably is not a refunded tax. How can a "pot of money" not tied to taxes be distributed in a way acceptable to the Board and meaningful to the people of the County?

Mr. Loomis: The Alaska pipeline idea is a thought.

20. **DISCUSSION/POSSIBLE ACTION:** Second reading for General Business License, Applicant is Michelle Haley, owner of Virginia City Cigar and Bar located at 69 C Street, Virginia City, NV 89440.

On behalf of the Sheriff, Pat Whitten said approval of the General Business License for Michelle Haley is recommended by the Sheriff's Office.

Public Comment:

None

Chairman McBride disclosed he has a General Business License in proximity to this business, and his vote on this matter would not affect applicant or any other business in proximity to this business.

Commissioner Gilman disclosed he has a General Business License in proximity to this business, and his vote on this matter would not affect applicant or any other business in proximity to this business.

Motion: Approve Second reading for General Business License, Applicant is Michelle Haley, owner of Virginia City Cigar and Bar located at 69 C Street, Virginia City, NV 89440, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

21. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

22. **DISCUSSION/POSSIBLE ACTION:** Second reading for On-sale Liquor & Cabaret License. Applicant if Michelle Haley, owner of Virginia City Cigar and Bar located at 69 C Street, Virginia City, NV 89440.

Board member Sheriff Antinoro absent.

Pat Whitten on behalf of the Sheriff, stated the applicant was found to have no disqualifying history. Applicant has been operating on q temporary license since September 19th. Applicant has a six year lease with no irregularities seen in the lease agreement. All fire, health, and safety approvals have been obtained.

Approval is recommended by the Sheriff's Office.

Public Comment:

Sam Toll: Encourages and welcomes the new business and points to the irony of embracing a business like this. They sell alcohol and tobacco, clearly two dangerous substances.

Chairman McBride disclosed he has a Liquor and Cabaret License in proximity to this business, and his vote on this matter would not affect applicant or any other business in proximity to this business.

Commissioner Gilman disclosed he has a Liquor and Cabaret License in proximity to this business, and his vote on this matter would not affect applicant or any other business in proximity to this business.

Motion: I make a motion to approve the second reading, On-sale Liquor and Cabaret License for Virginia City Cigar and Bar located at 69 C Street, Virginia City, NV 89440, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

24. **DISCUSSION/POSSIBLE ACTION:** Letter to Congressman Mark Amodei, Senator Dean Heller, and Senator Catherine Cortez-Masto supporting Congressional bill action which serves to clarify language in Public Law 113-291 conveying to Storey County approximately 1,745 acres of land in and immediately surrounding Virginia City and Gold Hill which is identified as having clouded federal ownership, as well as any other Congressional bill which serves to convey said lands from federal ownership to Storey County.

Austin Osborne said the County is working with the Porter Group, Congressman Mark Amodei, Senator Dean Heller, and Senator Catherine Cortez-Masto in efforts to get the Lands Bill approved. The support of this Board in writing a letter will help this effort. It is believed that in 2018 something will be done to get this approved and the transfer of these lands can begin.

Public Comment:

None

Motion: I, Commissioner, Jack McGuffey, motion to send this letter to Honorable Congressman Mark Amodei, Honorable Senator Dean Heller, and Honorable Senator Catherine Cortez-Masto supporting Congressional bill action which serves to claify language in Public Law 113-291 conveying to Storey County approximately 1,745 acres of land in and i8mediately surrounding Virginia City and Gold Hill which is identified as having clouded federal ownership, as well as any other Congressional bill which serves to convey said lands from federal ownership to Storey County, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

25. **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 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.

Continued to December 19th or January 2nd.

26. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit 2017-034 request by the applicant CEMEX Materials Pacific (property owner Tahoe-Reno Industrial Center, LLC) to construct and operate a ready mix batch plant at 1000 Peru Drive, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-08.

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

Planner Kathy Canfield presented this item, a Special Use Permit Request for vacant land in TRI. The Applicant CEMEX Materials Pacific (property owner Tahoe-Reno Industrial Center, LLC) requests to construct and operate a ready mix batch plant at 1000 Peru Drive which will serve the surrounding community. Project is consistent with the zoning ordinance and Master Plan. This is an approval for something permanent.

Public Comment:

None

Ms. Canfield read the Findings of Fact:

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

This approval is for a Special Use Permit (File 2017-034) for applicant CEMEX Materials Pacific (property owner Tahoe-Reno Industrial Center, LLC) to construct and operate a ready mix batch plant at 1000 Peru Drive, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-08.

The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding

for the Special Use Permit is provided in Section 2.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 ready mix batch plant requires a Special Use Permit.

Granting of the 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.

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of the staff report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I Commissioner Jack McGuffey, move to approve Special Use Permit 2017-034, a request by the applicant CEMEX Materials Pacific (property owner Tahoe-Reno Industrial Center, LLC) to construct and operate a ready mix batch plant at 1000 Peru Drive, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-08, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Chairman McBride, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

- 29. DISCUSSION/POSSIBLE ACTION: Approval of Business License Second Readings:
- A. AHAUS TOOL & ENGINEERING, INC General / 200 Industrial Parkway ~Richmond, IN
- B. BAUMBACH ENTERPRISES, LLC. -General / 1700 Marietta Way ~ Sparks
- C. GLOBAL ASI, INC General / 17870 New Hope St., Fountain Valley ~ CA
- D. GRANITE PROPANE- General / 2685 Almond Dr. Silver Springs, NV
- E. INTERSTATE CONCRETE PUMPING-General/ 11180 Vallejo Ct. French Camp ~ CA
- F. LEADEC ES, INC. General / 9595 Kenwood Ave, Cincinnati ~ OH
- G. LELAC'S FILIPINO BAKERY. General/ 720 Baring Blvd, Sparks ~ NV
- H. MASTER SERVICE PLUMBING, INC. Contractor / 325 Sunshine Lane, Reno ~ NV

- I. ONSTREET CONCESSIONS General / 385 Freeport Blvd. 21, Sparks, NV
- J. STRAIGHT UP! PLUMBING Contractor / 260 Freeport Blvd ~ Sparks ~ NV
- K. SUPERIOR DRAIN SVC & HOME REPAIR -Home Business / 266 N C Street, VC ~ NV
- L. THE BURNT ORANGE. General / 1630 Elk Run Trail ~ Reno ~ NV
- M. TRUCKEE MEADOWS OFFICE CLEANING INC -General / 820 E Second Street, Reno~ NV
- N. UNARCO MATERIAL HANDLING Contractor/ 701 16th Ave E., Springfield ~ TN
- O. UTICA ENTERPRISES, INC. -General/ 5750 New King Drive #200, Troy ~ MI
- P. WOODPECKERS General / 2160 Alamo Square Way, Reno ~ NV
- Q. 4D SYSTEMS, LLC. General / 4130 Market Place, Flint ~ MI

On behalf of Community Development, County Manager Whitten requested items A through Q be approved.

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

30. PUBLIC COMMENT (No Action)

Virginia City Resident, Richard Bacus: Addressed the current problem with the feral horses in Virginia City. There are at least 8 people in town that are watering and/or feeding the horses. Has tried to contact Chris Miller from Department of Agriculture. Something has to be done. Someone is going to get hurt.

Mr. Whitten: The County is aware of the problem. Efforts to contact Department of Agriculture have gone unanswered. A scheduled meeting has been cancelled.

Sergeant Kern: Added that the Sheriff's Office is actively investigating any complaints regarding watering and feeding the horses. His advice is that people continue to report any incidents to the Sheriff's Office to help build the paper trail. The consequences are up to \$1,000 fine and/or up to six months in jail.

Nicole Barde, Storey County Resident: Asked when a debt is not a debt? There has been some discussion on the Highlands chat board. Mr. Thompsen has stated online that the money owed to TRI is not a debt, it is a limited profit sharing agreement. Would like clarity – does the County owe TRI a debt for the infrastructure?

Mr. Whitten: The Developer Agreement has been explained previously. It is not just taxes, it is plan review and permitting, and more. Each year there is an independent audit of revenues resulting from TRI properties. Formulary expenses (fire and police expenses, and many more) are deducted from the gross revenues to get a net revenue. The developer builds - as example - new fire stations, having costs which goes into the amount of money the County is subject to pay back to TRI, at the rate of 35 cents on the dollar. A debt is a debt when the County's debt management firm says it's a debt. This has not been said about TRI - it is not on the debt management reports. There is an agreement between the County and TRI that they build specific infrastructure - these items go back into the items subject to payback at zero interest. This is revenue sharing and economic development.

Ms. Barde: Regarding unapproved bonuses - please do not bury the report.

Jay Carmona, VC Highlands resident: Requested that an alcohol checkpoint be set up on the Grade just outside of town.

Kris Thompson, TRI Project Manager: He has posted a link to the Capital Improvement Agreement on the Highlands blog – the Agreement contains the specific terms. Second, the agreement is referred to as a public-private partnership, and is has been a great partnership. Lastly, this meeting above all others, points out the level of transparency.

Louise Pena, Rainbow Bend resident: The horses have split the community in Rainbow Bend. You are either on one side or the other. If you tell Mr. Chris Miller that you are afraid that the horses are going to get hurt, he will respond. She added that she is intrigued with how open the Commission meetings are run.

Mr. Whitten: A follow up to clearing some of the banks (along the river) in Rainbow Bend. Not in Lagarmisino – which is the Corps of Engineers area. There were issues with who was going to be used to clear up the riverbanks – this may not get done this year, but please keep requesting this.

Ms. Pena: Will not give up. If we can dumpsters from Waste Management and homeowners to volunteer – this may work.

Mr. Whitten: Congressman Amodei's representative is available downstairs to listen to constituent concerns after this meeting.

Sam Toll: Suggests that (the Commission) return to the letter of the NRS statutes that state public comment shall occur at the beginning of every meeting and at the end.

Referring to taxes, fees, and licenses as profit – creates a disturbing tone. Government is not in the business of making money.

31. ADJOURNMENT

The meeting adjourned by the call of the Chair at 1:57PM

Respectfully Submitted,

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

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

end	la Item Type: Regular Agenda	
1.	<u>Title:</u> Approval of the minu	tes for November 7, 2017.
2.	Recommended motion: Ap	oprove as presented.
3,	Prepared by: Vanessa	
	Department: Clerk	Contact Number: 775.847.0969
4.	Staff Summary: Minutes a	re attached.
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	[1 Continued



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

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

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE CHAIRMAN

ANNE LANGER DISTRICT ATTORNEY

LANCE GILMAN VICE-CHAIRMAN

JACK MCGUFFEY COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

ROLL CALL: Chairman Marshall McBride, Vice-Chairman Jack McGuffey, Commissioner Lance Gilman, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Administrative Officer/Planning Director Austin Osborne, Comptroller Hugh Gallagher, IT Director James Deane, Outside Counsel Robert Morris, Community Relations Director Cherie Nevin, Project Manager Mike Northan, Wastewater Project Coordinator Mike Nevin, Director of Security Melanie Keener, and Sergeant Kern

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 November 7, 2017

County Manager Whitten requested Consent Agenda item VII. F - Edegardo Candido business license - be removed.

Public Comment:

None

Motion: Approve Agenda for November 7, 2017, with removal of Consent Agenda Item VII. F, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman,

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

4. DISCUSSION/POSSIBLE ACTON: Approval of the Minutes for September 19, 2017.

Public Comment:

None

Motion: Approve Minutes for September 19, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. DISCUSSION/POSSIBLE ACTON: Approval of the Minutes for October 3, 2017.

Public Comment:

None

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

6. CONSENT AGENDA:

I For possible action, approval of payroll claims in the amount of \$584,285.09 and accounts payable claims in the amount of \$2,738,451.98.

II For possible action, authorize the County Manager to sell approximately 154 sections of 12 foot "K-Rail" on an "as is; where is" condition to Ames Construction in the amount of \$27,720.00.

III For possible action, approval of Resolution 17-476, a resolution to direct the County Assessor to prepare a list of all the taxpayers on the secured roll in the County pursuant to NRS 361.300(3).

IV For possible action, approval of Assessor's Recommended Corrections to 2017-18 Secured Tax Roll for Exemptions.

V For possible action, approval of general business license first reading, applicant is Carol Maley, owner of Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440. VI For possible action, approval of cancellation of the November 21st meeting.

VII For possible action, approval of Business License First Readings:

- A. BARRY-WEHMILLER DESIGN GROUP General/ 8020 Forsyth Blvd ~ Roseville, CA
- B. WTD HOLDINGS, INC. Contractor / 2255 Justin trail ~ Alpharetta, GA
- C. INTERNATIONAL WORKERS GROUP General / 26 Center Rd ~ LaGrange, GA
- D. MOUNTAIN MUNCHIES VENDING CO. General/ ~ Truckee, CA
- E. MARLOWE HEINZ General / 355 N "F" St. ~ Virginia City, NV
- F. EDEGARDO CANDIDO HandyMan HB / ~ Virginia City, NV REMOVED
- G. MITSUBISHI ELECTRIC AUTOMATION General/ 500 Corporate Woods Pkwy ~ Vernon Hills, CA
- H. CHROMALOX INC. General/ 103 Gamma Dr ~ Pittsburgh, PA
- I. BOART LONGYEAR CO. Contractor/ 2455 South 3600 West ~ West Valley City, UT
- J. CALLE TACOS General/ 2880 Kieztke Ln ~ Reno, NV
- K. TESLA ENERGY, DBA: SOLARCITY General/ 3055 Clearview Way ~ SanMateo, CA
- L. ADECCO USA, INC General/ 10151 Deerwood Pk ~ Jacksonville, FL
- M. COBALT CONTRACTING LLC General/ 5669 Courtney Plummer Rd ~ Oshkosh, WI

- N. ACME CONSTRUCTION SUPPLY General / 330 se Salmon St ~ Portland, OR
- O. DIANDA CONSTRUCTION INC Contractor/ 5485 Reno Corporate Dr ~ Reno, NV
- P. THERMOLD INSULATION Contractor/ 2995 White Pine Dr ~ Washoe Valley, NV
- Q. REYNOLDS BATTERY SVC, INC General/ 1390 N. McDowell ~ Petaluma, CA
- R. SAKANA, LLC General/7655 Town Square Ln ~ Reno, NV
- S. **TECH PLUMBING & HEATING INC** Contractor/ 2601 Warm Springs Ct ~ Carson City, NV
- T. BDE ENGINEERING GMBH General/ 10 Industrie Strasse ~ Germany
- U. ISLAND ICE, LLC General / 6137 Torrington ~ Reno, NV
- V. AMERICA RENTS General / 10450 S. Virginia St ~ Reno, NV
- W. INFERNO PIZZA TRAILER, LLC General / 5885 Wishbone Ct ~ Sun Valley, NV
- X. **TECHNICOAT MANAGEMENT, INC -** Contractor/ 6879 Speedway Blvd ~ Las Vegas, NV
- Y. **SUMMIT LINE CONSTRUCTION, INC** Contractor/ 441 W. Power Line Rd ~ Heber City, UT
- Z. TRUE NORTH SOLUTIONS LP General/8822 S. Ridgeline Blvd ~ Highlands Ranch, CO
- AA. ENCORE STEEL, INC General/ 3420 S. 39th Ave ~ Phoenix, AZ
- BB. BANGKOK CUISINE, LLC General/ 55 Mt. Rose St ~ Reno, NV
- CC. MIDWEST ENGINEERED SYSTEMS, INC General/ W238 N. 1800 Rockwood \sim Waukesha, WI
- DD. DEVIN GALLOWAY, DBA: IN THE ROUGH RECORDS General/ 333 Territory Rd ~ Dayton, NV
- EE. CHEF YORKEY, LLC. -General/ 881 Golfers Pass Rd. ~ Incline Village, NV
- FF. TECHNOSOFT SERVICES, INC. General/ 13400 Bishops Lane ~ Brookfield WI

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

7. DISCUSSION/POSSIBLE ACTION (No Action-No Public Comment): Committee/Staff Reports.

VRWPA representative, Valerie Lebel-Flatley:

- Thank you the Commission and especially to Commissioner Gilman for support of the Cooperative Agreement regarding the wild horse issues.
- It would be helpful if all of the Commissioners could sign a letter rescinding the termination of the Cooperative Agreement.
- There is a rally tomorrow in Carson City.
- The cattle guards in Lockwood need to be cleaned out before drainage issues occur. The guards deter horses from entering the community.

Mr. Whitten: Acting Public Works Director Jason Wierzbecki is looking in to the issues with the cattle guards.

Community Relations Director Cherie Nevin:

A blood drive is being held today in the parking lot.

 Grant funds of approximately \$80,000 have been awarded to the County from State Historic Preservation Office. Approximately \$50,000 will go to St. Mary's Art Center for structural and drainage issues. The rest of the funds to the Cemetery Foundation for construction of the Visitors Center porch.

Project Manager Mike Northan:

- A final set of drawings and scope of work have been received for the Virginia City Highlands mailboxes. A couple of contractors have expressed interest in this project.
- A site visit was made to the area of the communication tower project. There is some potential commercial interest that may put resources toward this project.
- A huge amount of insurance work took place over the last two weeks, including at the Courthouse, the building department, and the District Attorney's Office. Work will begin at Station 71 this week.
- Thank you to all department heads and personnel for patience and understanding while the work is being completed.

Wastewater Project Coordinator Mike Nevin:

- Week 9 of this project has started, with approximately 345 days left for completion.
- Work continues on Washington Street and along Flowery.
- The intersection of Washington and L will be completely re-done. The V&T Railway tunnel runs under this intersection causing some issues that have been addressed.
- Mr. Nevin presented statistics regarding equipment and products being used in this project.

Administrative Officer/Planning Director Austin Osborne:

- Work continues with the Porter Group in Washington DC on the Lands Act. The Porter Group
 is working with offices of Congressman Amodei, and Senators Heller and Cortez-Masto on
 this issue. The Bill is being written along with BLM, who is working with them, and is looking
 to be positive for the 2018 session of Congress with no real issues expected. There may be an
 option to go through the initial Lands Act and create administrative clarification without going
 through the Congressional process.
- Title 16 and 17 will be discussed at the Planning Commission meeting on November 16th with action to be taken at that time.
- Carson River Water Subsconservancy received bids to conduct the Master Plan flood study in Mark Twain.

County Manager Pat Whitten:

- The November 21st Commission meeting has been cancelled. The next regular meeting will be held on December 5, 2017.
- Introduced and welcomed Carol and Mark the new owners of the Virginia City RV park.
- Read the following statement from the Porter Group regarding the zip code issued into the record:

"As we've mentioned in previous updates, language to create a single, unique ZIP code for all of Storey County is currently in a bill – HR 756, the Postal Service Reform Act of 2017 – which has been unanimously approved by the House Oversight and Government Reform Committee. Other Committees in the House also have jurisdiction over parts of this bill and we are pushing them to complete their work on it as soon as possible so it can be sent to the full House floor for a vote. Congressman Amodei has

also been helpful in pushing the other Committees to act on HR 756 yet, to date, no timeline has been given to Porter Group or Congressman Amodei as to when we might expect the bill to move next.

In addition to that, we are also pursuing other legislative vehicles that we might be able to attach our ZIP Code language to. These include both appropriations bills and authorization bills. It is our view that the more exposure we get for our ZIP code language, the better chance we have to get it enacted into law. It is still our strong opinion that we will get a new ZIP code for Storey County by the end of the 115th Congress."

- The County will take responsibility for re-paving portions of roads where sewer work is being done and is outside of the area being re-paved by the contractor.
- Community members are encouraged to take up Mr. Nevin's offer to tour this (wastewater improvement) project. It is a very intrusive project, however in the last two weeks there have only be a handful of complaints. The contractor, Ames Construction, is great to work with. Updates are provided weekly on the County website or by calling 847-INFO.
- In regards to tax relief, a suggestion was made to look into what is done in Alaska with pipeline program and checks being sent to residents. There is a lot to be looked at but there may be some potential in this type of program. It may take an act of the Legislature. The District Attorney's Office is working to find viable solutions (to tax relief).

County Manager Whitten on behalf of Jason Wierzbecki, Acting Public Works Director:

- Mark Twain road project is just about complete.
- An unpaved section of "O" Street has been paved.
- The Community Center/Pool parking lot has been striped.
- New street signs for all streets in Virginia City have been picked up. These signs denote "north" and "south".
- Working with Mr. Nevin and the contractor in determining sewer and water locations for the wastewater project.
- Farr West Engineering has completed the survey of property around the mailboxes in the Highlands.
- Working on playground options for Lockwood Park.

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

- Reported on his recent trip to Washington DC to attend the Nevada Local Elected Officials White House Convention. This is a new program being developed by the Administration looking for "grass roots" input into decisions being made in Washington DC. This convention will be held for each state. Discussions took place with the County's lobbyist regarding the Lands Bill and Zip Code issues. There was an opportunity to meet and speak with every major Federal department. An invitation was extended to communicate with each of these Federal departments on any issues, concerns, or requests that are important to the County.
- He left Washington with an optimistic outlook that de-regulation is being looked at the Federal level.

Vice Chairman McGuffey:

- The annual Homeowners Association meeting was held in the Highlands with new Board members voted on. Information provided at the meeting by Chairman McBride and Mr. Osborne was greatly appreciated.
- **9. DISCUSSION ONLY (No Action):** Update of the Devnet and Tyler software/hardware installation.

James Deane, IT Director, gave an update on the installation of software for the Devnet and Tyler systems which will replace the County's mainframe.

- Flooring is in and power has been run in the new data center.
- · The machines are built and ready to be plugged in.
- Working with both companies to consolidate server requirements.

Comptroller Hugh Gallagher: The County is at about \$200,000 in costs at this time and will get close to the \$400,000 shortly. The Assessor is approximately 35% into the building of software. The Clerk and Recorders offices are just getting started.

Public Comment:

None

10. DISCUSSION/POSSIBLE ACTION: Authorize the County Manager to move and/or dispose of pending personal property located at 141 North C Street in Virginia City, NV (more commonly known as the Fire Department Training Room/Building) by the following sequential steps:

-Move the main portion of the existing building from its current location to a location to be determined down at the County Jail property located at 911 Highway 341 in Virginia City for possible use as County office workspace. Estimated cost of moving the building has been quoted at \$18,000. with the rear "tag" portion being demolished. Ball park estimated cost of placing on a foundation, building additional office square footage and making the building compliant with the Americans with Disabilities Act of 1990 are \$82,000.00 for a maximum out-of-pocket cost not to exceed \$100.000 for the shell building. Future use will create additional tenant improvement cost which will depend on the ultimate tenant. Relocation location would be subject to approval by the Comstock Historic District Commission. If this is unsuccessful, we would then;

-Take bids for the sale of the structure with the provision that if a bid is accepted, the County will sever the structure from the foundation. Buyer will pay the cost of moving the structure subject to requiring relocation within the Comstock Historic District conditioned upon approval by the Comstock Historic District Commission. A recommended minimum bid would be \$6,000 to cover the cost of severing the building. If this is unsuccessful, we would then;

- Dispose of the personal property unit (building) thru a public bid process with the proviso that if a bid is accepted, the County will sever the structure from the foundation requiring removal to a location outside the Comstock Historic District conditioned upon approval by the Comstock Historic District Commission. A recommended minimum bid would be \$6,000 to cover the cost of severing the building with the buyer paying for the actual move of the building. If this is unsuccessful, we would then;

-Make application to the Comstock Historic District Commission to demolish the building.

County Manager Whitten presented this item. This building is next to the Fire Department and was last used by the IT Department.

- The building has been used as a training facility, a command center, and such.
- Significant environmental issues have been discovered, including radon, mold, and asbestos (intact).
- The County and the Comstock Historic District (CHD) would like to save the building.
- There are some insurance funds to help with remediation, if possible.
- A process has been determined by the Historic District and the County on how to handle this.
 Options include:
 - 1. Move the main portion to a foundation at the jail, with additions made to include ADA compliant restrooms, etc. Estimated cost to "shell it out" is \$100,000 including moving.
 - 2. Take bids for sale. Buyer would pay cost of moving to a required location with the Comstock Historic District.
 - 3. Sell it and with approval from CHD, move to a location outside the District;
 - 4. Apply to CHD to demolish the building.
- Priority is to seal and/or mitigate the site. There would be a bid process for this.
- Once mitigated, there are several potential ideas for use of the site including living quarters for Fire staff or additional town parking.

Public Comment:

Steve Ayer, Virginia City Resident: What is the cost for just remediating the problems? The building has been handy for the Fire Department forever.

Mr. Whitten: It would probably be in same range. The problem is the lack of ADA compliance, other "out of code" hazards, and so many other issues, that moving it makes sense. In the future, we will discuss potential living quarters for the Fire Department. The old bank building is now being used as a training center.

Motion: In accordance with the recommendation by staff, I, Commissioner Jack McGuffey, move to approve the County Manager to consider the relocation and/or disposal of the personal property located at 141 North C Street in Virginia City by the outlined, sequential steps, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Resolution No. 2017-477, acceptance of quitclaim deed of dedication between EP Minerals, LLC, a Delaware limited liability company, to Storey County, a political subdivision of the State of Nevada, where EP Minerals, LLC is to dedicate, release, remiss, and quitclaim to Storey County to have and hold for public use as a public street, including rights, title, and interest in the real property located at McCarran, Storey County, Nevada and described in Enclosure A hereto.

Austin Osborne said there is a portion of Electric Avenue - a road in TRI - that needs to have the land underneath conveyed to Storey County. Currently, EP Minerals technically owns the land - which would be deeded over to the County to be taken care of like any other road in the County. This will apply to the Tahoe Reno Industrial Center Development Agreement.

Mr. Whitten explained this action will enable the installation of a signal, paid for by NDOT, on Electric Avenue. The County will be responsible for maintenance of the road and the signal light.

Public Comment:

None

Motion: In accordance with the recommendation by staff, I, Commissioner Jack McGuffey, motion to approve Resolution No. 2017-477, acceptance of quitclaim deed of dedication between EP Minerals, LLC, a Delaware limited liability company, to Storey County, a political subdivision of the State of Nevada, where EP Minerals, LLC is to dedicate, release, remiss, and quitclaim to Storey County to have and hold for public use as a public street, including rights, title, and interest in the real property located at McCarran, Storey County, Nevada and described in Enclosure A hereto, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Approval of Voting System Agreement by and between Dominion Voting Systems, Inc. and Storey County, NV for the purchase of a voting system, licenses and related services with a total purchase price of \$127,217.

County Clerk Vanessa Stephens: This contract is for replacement of the current voting system with an up-graded system. Reimbursement of \$59,000 will be paid by the State, plus additional for training and the poll-book system. \$100,000 was budgeted for this purchase.

Public Comment:

Steve Ayer: How is security provided?

Ms. Stephens: It will work like the current system, with a paper audit trail that is verified after each election. It's the same system – just smaller and lighter.

Motion: I, Commissioner Jack McGuffey, motion to approve the Voting System Agreement by and between Dominion Voting Systems, Inc. and Storey County, NV for the purchase of a voting system, licenses and related services with a total purchase price of \$127,217, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Approval of Memorandum of Understanding between the Comstock Historic District Commission, Storey County and the Nevada State Preservation Office.

Community Outreach Director Cherie Nevin: The County is working with the Nevada State Preservation Office to develop a Memorandum of Understanding (MOU)governing the County's relationship with them under the Certified Local Government (CLG) program. This program supports and strengthens local historic preservation programs. The County has been CLG status based on its status as a National Historic Landmark. The MOU is beneficial if the County is requested documentation of this relationship. This continues the course of business and how the County interacts with the programs.

Public Comment: None

Motion: As recommended by staff, I move to approve the Memorandum of Understanding between the Comstock Historic District Commission, Storey County, and the Nevada State Historic Preservation Office, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

14. DISCUSSION/POSSIBLE ACTION: Approval of revised County Manager's job description and discussion on enacting complimentary county policies on agreements and contracts.

Outside Counsel Robert Morris requested action on this item be continued to January 2, 2018, giving the Board opportunity to discuss, implement changes, possibly establish a retirement incentive program, and to take public comment. A current policy, number 042 – Contracts and Agreements, along with other policies, interface with the County Manager position. The proposed job description includes administering the preparation of board meeting agendas. The Board is requested to not consider the current County Manager's job performance as part of this item.

Proposed changes have been made to the existing policy 042. This policy states all contracts shall be reviewed by the District Attorney, County Manager, and Comptroller – Mr. Morris is not sure this is being done. This policy should be looked at to see if this is what the Board wants. Mr. Morris reviewed other proposed changes to the policy and is looking to the Board for direction. The requirements should be clear.

Public Comment:

Nicole Barde, Storey County resident: Does a retirement policy currently exist?

Mr. Morris said he is not aware of any.

Ms. Barde: Does the policy on budgets contain compensation or is there a separate compensation policy? Retirement incentive is a small piece of compensation. Is the County Manager allowed to provide compensation above certain thresholds?

Mr. Morris replied that compensation is covered more by the contracts with employees. There are some employees that are not covered by contracts.

Mr. Osborne: (The County) does have a policy on compensation and on retirement. The County is on PERS and does not manage a retirement system like a private company. PERS manages the retirement program. Everything being discussed is in a policy. Adjustments can be made to each of these policies.

Mr. Whitten: Look at the job description for structure and then address the policies – which can be adjusted. This process is being worked on to shore up the practices that need to be set as policy. The Board is cautioned to be careful at how restrictive they get. The County is known for getting things done – a lot of times there is opportunity to get something done and there is a timing element.

Sam Toll, Gold Hill resident: Appreciates the direction being taken in this process. Be mindful of being more transparent. There is a responsibility to the taxpayers. Suggests the County Manager's authorization for spending funds should be zero, as the Comptroller is steps away. Future County Managers may not have same approach to spending money as Mr. Whitten.

Mr. Gallagher: There is a lot of legal and financial liability in signing contracts. As example, on the Tesla Agreement, the Deputy District Attorney informed Mr. Gallagher he had no signatory abilities.

Mr. Whitten: Looking forward, does not propose any changes in the language, but cautions the Board and the public, that the County Manager and Comptroller will not always agree with each other.

Chairman McBride: Agrees with Counsel Morris on a \$10,000 threshold. If the limit was lower, the Board could be hearing many requests at each meeting.

Mr. Whitten: Some contracts deserve Board action regardless of amount.

Mr. Morris: Another addition to the policy states: "nothing in this policy prohibits the County Manager from having the Board review, vote on, and sign on contracts and change orders" – giving the County Manager the ability to give the Board contracts that are less than \$10,000 if he thinks it's appropriate. This policy does not prohibit the Board from requesting certain agreements, contracts, change orders be approved by vote of the Board. There is a 10% percentage on change orders.

Mr. Whitten: The Board may want to look at having another workshop.

Mr. Loomis: Chapter 332 – Public Bidding and Purchasing for Local Governments – states the authorized representative of the local government shall request bids. Mr. Loomis suggests this should go into the policy or the proposed job description. Other department heads could be directed to request bids.

Mr. Morris: Will make that change before the next meeting.

Commissioner Gilman: This is a very important document in making plans for a future position. It is appropriate to take time and focus on the detail.

Vice Chairman McGuffey: The County Manager runs and oversees the County and its department, and does not want to "tie his hands behind his back".

Motion: I make a motion to continue Item 14 to January 2, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

15. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

16. DISCUSSION/POSSIBLE ACTION: First reading for Off-sale Liquor License. Applicant is Carol Maley, owner of Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440.

Mr. Whitten stated that Sheriff Antinoro has recommended approval of this first reading for Off-Sale Liquor License. The business is operating on a temporary license.

Public Comment:

None

Motion: I make a motion to approve first reading for Off-sale Liquor License for Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

18. DISCUSSION/POSSIBLE ACTION: Continue to December 5, 2017, First Reading of: Ordinance No. 17-279 amending Storey County Code Title 16 Subdivisions to adopt new codes for land subdivisions, parcel maps, division of land into large parcels, surety requirements, land readjustments, boundary line adjustments, and reversions to acreage; Ordinance No. 17.280 amending Storey County Code Title 17 Zoning including chapters 17.03 Administrative Provisions, 17.10 Definitions, 17.12 General Provisions, 17.15 Public Zone, 17.24 Agriculture Zone, 17.28 Commercial Zone, 17.30 Commercial-Residential Zone, 17.32 Forestry Zone, 17.34 Light Industrial Zone, 17.35 Heavy Industrial Zone, 17.40 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards; Ordinance No. 17.278 amending Storey County Code 17.56 Planned Unit Developments to revise the procedure for approval of planned unit developments; and approval of Resolution No. 17-474 to the Board of County Commissioners with recommendation by the Planning Commission adopting a design criteria and improvement manual setting forth certain development and design standards and guidelines for residential and non-residential planned unit developments, multi-family residential complexes, and other uses; Resolution No. 17-461 to the Board of County Commissioners with recommendation by the Planning Commission determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution. In addition to provisions of the NRS, any person may complete and return to the board or planning commission a statement supporting or opposing the proposed amendments to the county code and zoning ordinance.

Mr. Osborne: This is first reading of Ordinances amending/up-dating Titles 16 and 17 and various other matters dealing with fees and other planning issues. The Planning Commission has not yet approved these amendments. Continuance of this item to December 5, 2017 is requested.

Public Comment:

None

Motion: Based on the recommendation from staff, I, Commissioner Jack McGuffey, motion to continue the following to the December 5, 2017, meeting of the Board of Storey County Commissioners, to be held at the Storey County Courthouse, District Courtroom, 26 South "B" Street, Virginia City, Nevada, First Reading of: Ordinance No. 17-279 amending Storey County Code Title 16 Subdivisions to adopt new codes for land subdivisions, parcel maps, division of land into large parcels, surety requirements, land readjustments, boundary line adjustments, and reversions to

acreage; Ordinance No. 17.280 amending Storey County Code Title 17 Zoning including chapters 17.03 Administrative Provisions, 17.10 Definitions, 17.12 General Provisions, 17.15 Public Zone, 17.24 Agriculture Zone, 17.28 Commercial Zone, 17.30 Commercial-Residential Zone, 17.32 Forestry Zone, 17.34 Light Industrial Zone, 17.35 Heavy Industrial Zone, 17.40 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards; Ordinance No. 17.278 amending Storey County Code 17.56 Planned Unit Developments to revise the procedure for approval of planned unit developments; and approval of Resolution No. 17-474 to the Board of County Commissioners with recommendation by the Planning Commission adopting a design criteria and improvement manual setting forth certain development and design standards and guidelines for residential and nonresidential planned unit developments, multi-family residential complexes, and other uses; Resolution No. 17-461 to the Board of County Commissioners with recommendation by the Planning Commission determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution. In addition to provisions of the NRS, any person may complete and return to the board or planning commission a statement supporting or opposing the proposed amendments to the county code and zoning ordinance, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

19. DISCUSSION/POSSIBLE ATION: Amended Special Use Permit 2000-217-A1-2017 request by the applicant Basalite Concrete Products, LLC., to increase the annual mining capacity from the 1999 Storey County approved 200,000 tons per year to 500,000 tons per year. The project includes identifying a new area of surface mining activities approximately 12 acres in size adjacent to existing mining areas at the top of the mountain owned by the applicant, and approval of a future watchman's dwelling. The property is located at 1150 N. Pinenut Road, Mark Twain area, Storey County, Nevada, APNs 004-291-09, 13, 25, 45 and 47.

Planner Kathy Canfield presented this item. This is an amended Special Use Permit to the original issued in 1999. The request is to increase capacity to 500,000 tons per year in increments. It will take about 5 years to reach this number. The potential for a watchman's dwelling as well as equipment replacement needs are included in this request. This is a 20-year Special Use Permit. The conditions in the permit were setup consistent with those of Comstock Mining. The Planning Commission recommended approval.

Vice Chairman McGuffey: Attended the Planning Commission and did not see anything detrimental (with this request). Some residents did bring an issue of noise.

Public Comment:

Sam Toll, Gold Hill Resident: Does the increase in volume have a financial impact on the County?

Ms. Canfield: Generating more rock and quarry would have additional sales tax.

Jeremy Anthony, General Manager, Basalite Concrete Products: Would anticipate a positive financial impact to the County.

Mr. Whitten: Potentially, no (impact on the County). Will follow up with the Comptroller's Office.

Chair McBride: There is no known expense. Basalite is a long-established business, with no known problems with the mine.

Mr. Anthony: The Plant Superintendent is looking into and currently addressing complaints of noise.

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

This approval is for an Amended Special Use Permit 2000-217-A1-2017 request by the applicant Basalite Concrete Products, LLC., to increase the annual mining capacity from the 1999 Storey County approved 200,000 tons per year to 500,000 tons per year. The project includes identifying a new area of surface mining activities approximately 12 acres in size adjacent to existing mining areas at the top of the mountain owned by the applicant, and approval of a future watchman's dwelling. The property is located at 1150 N. Pinenut Road, Mark Twain area, Storey County, Nevada, APN 004-291-09, 13, 25, 45 and 47.

The Amended Special Use Permit conforms to the 2016 Storey County Master Plan for the Mark Twain 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 I2-Heavy Industrial and Forestry zoning in the Mark Twain area of Storey County. The project is identified as Large Operation per Section 17.92 of the Storey County Zoning Ordinance. A Special Use Permit is required for both the zoning districts and the Large Operation use.

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 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. The project is expected to meet the safety and health requirements for the subject area.

The Amended 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 Amended Special Use Permit do not conflict with the minimum requirements in the Storey County Zoning Ordinance Section 17.35 – I2 Heavy Industrial Zone, Section 17.32 - F Forestry Zone, Section 17.92 – Mineral Exploration, Mining, and Extraction and Section 17.03.150 Special Uses.

Certain mineral and surface property rights exist across the county and the Zoning Ordinance serves to protect those rights. The Zoning Ordinance also recognizes and serves to abide by the Mining Law of 1872 which provides mineral property owners the right to mine where the

property is a mine patent pursuant to Title 30 of the United States Code Section 29, or an unpatented mining claim located pursuant to Section 23, as well as the right to milling and ancillary uses pursuant to Section 42(a).

The county has a diversified economy including agriculture, commercial, industrial, tourism, recreation, and mining. Permitted uses under these categories are found to be economically and socially beneficial to the county, directly and indirectly, when they are appropriately regulated so that they do not cause substantial adverse impacts to adjacent uses and are not detrimental to the health, safety, and general welfare of citizens, property owners, scholars, and businesses in the county.

The provisions of the Zoning Ordinance serve to address and mitigate potential adverse impacts that mining and related activities may have on the natural and historic environment and adjacent land uses (e.g, residential, commercial, tourism, etc...) as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, Title 17, and any other plan, program, map or ordinance adopted or under consideration, pursuant to an official notice by the county or other governmental agency having jurisdiction to guide growth and development.

This project is not located within the Virginia City National Historic Landmark, nor is it part of the Comstock Historic Preservation Area identified in Chapter 17.92 of the Storey County Code.

This mine has been in operation for approximately 71 years. The 2016 Storey County Master Plan states the mine should be a continued use and Storey County should protect the long-term well-being of the quarry mine.

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 of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Jack McGuffey, move to approve Amended Special Use Permit 2000-217-A1-2017, a request by Basalite Concrete Products, LLC, to increase the annual mining capacity from 1999 Storey County approved 200,000 tons per year to 500,000 tons per year. The project includes identifying a new area of surface mining activities approximately 12 acres in size adjacent to existing mining areas at the top of the mountain owned by the applicant, and approval of a future watchman's dwelling. The property is located at 1150 N. Pinenut Road, Mark Twain area, Storey County, Nevada, APN 004-291-09, 13, 25, 45 and 47, Action: Approve, Moved by: Vice Chairman McGuffey, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

- 20. DISCUSSION/POSSIBLE ACTION: Approval of Business License Second Readings:
- A. ATLAS CONSULTING GROUP, LLC General / 71 W Main St. ~ Freehold, NJ
- B. FULCRUM, LLC-General / 1105 Williamsburg Dr. ~ Mobile, AL
- C. MOTAN, INC. General / 320 N Acorn Street ~ Plainwell, MI
- D. RENO CARSON MESSENGER SERVICE. General/ 185 Martin St. ~ Reno, NV
- E. TSS TECHNOLOGIES, INC. General / 8800 Global Way ~ W. Chester, OH
- F. VWR INTERNATIONAL, LLC General / 738 Space Island Rd. ~ Sparks, NV
- G. ZEPHYR COMMUNICATIONS OF NV General / 2187 Main Street ~ Gold Hill, NV

- H. SISSYS BBQ & MORE, DBA General/ 1378 S. Spruce ~ Tulare, CA
- I. REBECCAS WILD KITCHEN, LLC. General/ 257 Artesia Rd. ~ Wellington, NV
- J. RENO TAHOE CATERING COMPANY General / 313 Flint St ~ Reno, NV

Mr. Whitten presented this item on behalf of Community Development, requesting all items A. through J. be approved.

Public Comment:

None

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

Mr. Whitten: Has been advised that it is not necessary to read all names of approved Second Readings for business licenses. Unless the Board requests, this will not be done in the future.

21. PUBLIC COMMENT (No action)

NicoleBarde, Storey County Resident: Asked why the "pipeline bond" did not pass?

Mr. Whitten: What he has heard is that the approach using a "tax increment area" is on life-support. The shortage of time to get this through the Special Session created a lot of vagaries in the bill, including the nature of a tax increment area and ways to fund parts of this project. Another approach, or a combination, is being sought. From the County's perspective, this deals with an ultraconservative set of restrictions on bonding capacities and debt service coverage. There is another governing restriction – a 15% rule - that will not let it go, stating not to rely on an increment area for more than 15%. This is not enough to meet the criteria. Other ideas are being looked at. Legislative intent is being debated. To change the role to the State being responsible and take the County out of first position would require new legislation.

Commissioner Gilman: It's premature to explore what vehicle may be used – there are a number of options.

Ms. Barde: In regards to the tax rebate discussion, understands there is a regional approach that will take into account all revenue and expenses in Northern Nevada associated with economic growth and then re-apportion it back out.

Mr. Whitten: This comes up in every economic cycle. The County is watching and is aware there is all kinds of "flack" out there right now. This not just a regional issue, but also a "turf", issue.

Ms. Barde: Asked that the Commission just keep everyone informed.

Commissioner Gilman: (The County) has had incredible success. All parties surrounding the County would like a piece of that action – this will be an on-going issue.

Kris Thompson, TRI Project Manager: On the pipeline: the bond has not yet been heard by the Board with jurisdiction. All discussions are pre-hearing, this is negotiation. It is typical in floating public bonds that the people applying for the bonds have to satisfy those paying it back – in this case would be some of the businesses or all of TRI. The local government authority, in this case Storey County – the State, the Department of Taxation, and the bond counsel and investment advisors have to be satisfied. Counsel wanted to take a more conservative approach and brought in concepts from other laws and types of bonds – this is being worked on now. There are a number of ways to still go forward and they are hopeful.

Mr. Thompson reviewed revenues coming into the County before and after the beginning of TRI, which almost quadrupled the County budget.

Sam Toll, Gold Hill Resident: Suggested the people who will need the water that will flow through the pipeline are the ones who should finance the \$35 million.

Mr. Toll commented that his vision of a workshop is sitting down around a table and "hashing out" ideas. When it is an issue that will affect County government and the public, it may be a good idea to have an actual workshop after hours.

Mr. Toll understands that Fire Marshal duties have been transferred to Community Development from the Fire Protection District, reflecting a shift of budget of \$900,000 from Fire District to Community Development. Is this accurate? If so, what's happened to the Fire District budget?

Mr. Whitten: Not much - it will not be anywhere near those numbers (\$900,000). Contracted out through an interlocal agreement rather than transferred, is a more accurate statement. The plan is to have those duties performed by Community Development. In the past few years, funding support has been provided from the General Fund to the Fire District for to help out with some of that work.

Mr. Toll: The Fire District isn't under budget and public safety isn't being affected? Are employees transferred from the Fire District to Community Development still County employees?

Mr. Whitten: Services are not being risked. There was a question whether or not Fire District personnel are "true" County employees – the persons transferred to Community Development are County employees.

22. ADJOURNMENT:

The meeting was adjourned by the Chair at 12:50 PM

Respectfully submitted,

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/05/17	Estimate of time required: 15 min.
Agenda: Consent [x] Regular agend	da [] Public hearing required []
including 201 Fair Employment Employee Bullying, 205 Employ Reasonable Alcohol Drug Testin of Workplace Violence, 210 Emp Standards, 213 Political Activity, Dress and Grooming, 219 Report (GINA), 221 Telecommuting; an	on. Update to Storey County Administrative Policies and Procedures Practices, 202 Anti-Harassment, 203 Dealing with Discrimination, 204 ment Disabilities, 206 Drug and Alcohol Free Workplace, 207 gg, 208 Discipline Related to Alcohol and Drug Abuse, 209 Prohibition ployment of Relatives, 211 Employee Dating, 212 Code of Ethical, 214 Solicitation, 215 Work Stoppage, 216 Outside Employment, 217 ting Convictions, 220 Genetic Information Nondiscrimination Act and the addition of Policy 222 Whistleblower Protection which removes 19 and places it appropriately into its own policy.
County Administrative Pol amendments to Storey Cou Harassment, 203 Dealing v Disabilities, 206 Drug and Discipline Related to Alco Employment of Relatives, Activity, 214 Solicitation, Grooming, 219 Reporting 221 Telecommuting; and the	the recommendation by staff and in conformance with the Storey licies and Procedures, I [commissioner] motion to approve the anty Administrative Policies 201 Fair Employment Practices, 202 Anti-with Discrimination, 204 Employee Bullying, 205 Employment Alcohol Free Workplace, 207 Reasonable Alcohol Drug Testing, 208 hol and Drug Abuse, 209 Prohibition of Workplace Violence, 210 211 Employee Dating, 212 Code of Ethical Standards, 213 Political 215 Work Stoppage, 216 Outside Employment, 217 Dress and Convictions, 220 Genetic Information Nondiscrimination Act (GINA), he addition of Policy 222 Whistleblower Protection which removes the 219 and places it into its own policy.
Prepared by: Austin Osborne	
Department : Human Resources	Telephone : 847-0968
authority to im	he Storey County Administrative Policies and Procedures is to establish aplement the personnel program on a consistent basis. The Policies and quire that review and necessary updates occur every five years and eeded.
. Supporting materials: Enclosed	markup policy updates.
. Fiscal impact: None on local gove	ernment.
Funds Available:	Fund: Comptroller
Legal review required:	District Attorney
. Reviewed by:@' Department Head	Department Name:
County Manager	Other agency review:
Denied Board action: Approved Denied	Approved with Modifications Continued Agenda Item No.

Enclosure: Markup policy recommended amendments.

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 201
EFFECTIVE DATE: 05/19/08
REVISED: 12/15/16-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Fair Employment Practices

1 PURPOSE: It is the policy of the employer to provide equal employment opportunity for all applicants and employees.

2 POLICY: The employer recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the employer may also be considered. Therefore, it is the policy of the employer to provide equal employment opportunity for all applicants and employees. The employer does not sanction or tolerate discrimination in any form on the basis of race, color, religion, age, gender, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, or genetic information.

2.1 The employer will:

- Recruit, hire, train, and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, veteran status, domestic partnership, genetic information, or disability, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, employer-sponsored training, social, and recreation programs will be administered in conformance with the employer's policy.
- 2. Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), and any other applicable federal, state, and local statutory provisions.
- 3. Provide reasonable accommodation wherever the need for such is known by the employer, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others.
- 4. Hold all managers and supervisors responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

2.2 Scope of this policy

This policy applies to all persons involved in the operation of the employer and prohibits harassment, discrimination, and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the employer, and any vendor or other service provider with whom the employer has a business relationship. The employer will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the employer nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such.

2.3 Equal Employment Opportunity Officer designated

The primary responsibilities for ensuring fair employment practices for the employer are promoted and adhered to are assigned to the employer's designated Equal Employment Opportunity (EEO) Officer. The employer's designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the employer's compliance with federal and state disability laws. The EEO Officer shall be designated by the County Commissioners or County Manager. The name and work telephone number of the designated individual will be posted on bulletin boards at employer work sites (reference: Notice – Designation of Equal Employment Opportunity Officer). In the event the designated EEO Officer is unavailable, County Manager is designated as the alternative EEO Officer.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 202
EFFECTIVE DATE: 05/19/08
REVISED: 12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Anti-Harassment

- 3 POLICY: The Employer promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, sexual orientation, national origin, ancestry, disability, veteran status, genetic information, domestic partnership, or any other basis that is inappropriate or offensive. prohibited by law.
- 4 PROHIBITED CONDUCT BEHAVIOR(S): The employer will not tolerate any form of harassment, including any conduct/ behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:
 - Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.

- Offensive written communications including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
- Offensive gestures, expressions and graphics including leering, obscene hand or finger gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
- Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
- · Expectations, requests, demands, or pressure for sexual favors.
- 5 TRAINING: The employer will provide training every two (2) years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within thirty (30) days of hire. A copy of this policy will be made available to applicants upon request.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER: 203 EFFECTIVE DATE: 05/19/08 REVISED: 03/16/10-12/06/16

12/05/17

AUTHORITY: BOC COUNTY MANAGER: PAW

SUBJECT: Dealing w/ with Allegations of Discrimination and/or Prohibited Conduct/Behavior(s)

I. Process

Employees or applicants who believe they are being discriminated against or subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, contractor, etc.) because of their race, color, religion, age, gender, sexual orientation, national origin, ancestry, disability, veteran status, genetic information, or domestic partnership, as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the employer. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement, but may not use both.

II. Employee Responsibilities

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, should immediately:

- 1. Identify the offensive conduct/behavior(s) to the alleged harasser and request that the behavior cease.
 - Note: An employee is NOT required to talk directly to the alleged harasser or to the employee's supervisor. It is *critical*, however, that the employee contacts one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), contractor(s), etc.
- 2. If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to a supervisor or manager or to the employer's designated EEO Officer or the HR Representative Administrative Officer and/or Personnel Director.
- 3. Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to any County Commissioner the County Manager. The County Commissioner will designate an objective person to conduct an independent impartial investigation of such allegations. Employees may also report the conduct/behavior(s) to the County Manager any County Commissioner or the county's District Attorney. or the employer's attorney. In either case, the recipient of the request will designate an objective person to conduct an independent impartial investigation in into the allegations.
- 4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO Officer or HR Representative Administrative Officer and/or Personnel Director, or otherwise as described in subsection (3) above.
- Applicants are encouraged to contact the designated EEO Officer or the alternate.

III. Supervisor/Manager Responsibilities

Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer, HR Representative <u>Administrative Officer and/or Personnel Director</u>, Elected Official, Department Head, or County Manager. A supervisor's or manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination. <u>The information must include:</u>

- 1. The persons(s) involved, including all witnesses;
- A written record of specific conversations held with the accused and any witnesses; and
- 3. All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's or manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

IV. Investigation

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the employer will ensure that such allegations or complaints are investigated promptly. The employer treats all allegations or complaints seriously and expects all employees to be candid and truthful during the investigation process.

The employer will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees may be required to provide information to regulatory agencies and/or the employee's union representative or attorney. The employer will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

The employer will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, whether the allegations were substantiated or not.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including possible termination.

If it is determined that a violation of this policy has occurred, the employer will take remedial action against the perpetrator commensurate with the severity of the offense. Such remedial action may include, but is not limited to, a-counseling, verbal warning, written reprimand, transfer, demotion, suspension without pay, and/or termination. The employer will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer (when appropriate, working with the supervisor and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the employer determines that such a reasonable accommodation can be provided by the employer.

V. Training

The employer will provide training every two years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) as part of the new-hire orientation process. A copy of this policy will be made available to applicants upon request.

VI. Prohibition Against Retaliation

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The employer will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process, should immediately notify the EEO Officer or the alternate. The employer will promptly investigate and deal appropriately with any allegation of retaliation.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 204 EFFECTIVE DATE: 05/19/17 REVISED: 01/20/09-07/06/10

12/05/17

AUTHORITY: BOC COUNTY MANAGER: PAW

SUBJECT: Employee Bullying

I. Definition

The employer defines bullying as repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms:

- a. Verbal abuse;
- b. Offensive conduct/behaviors (including nonverbal, physical, and cyber bullying) which are threatening, humiliating, or intimidating, or
- c. Work interferences, such as sabotage, which prevents work from getting done.

II. Purpose

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the employer will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action <u>up to and including termination</u>.

III. Prohibited Conduct

The employer considers the following types of behavior examples of bullying (this list is not all-inclusive):

- a. Verbal Bullying: Slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; <u>velling</u>, <u>screaming</u>, and cursing; chronic teasing; belittling opinions; or constant criticism.
- Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- c. Gesture Bullying: Non-verbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- d. Cyber Bullying: Repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, or any other type of digital technology.
- e. Workplace Interference: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; assigning menial tasks outside of a person's normal job duties.

IV. Dealing with Allegations of Bullying

a. Process

Employees or applicants who believe they are being bullied by another (e.g. employee, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, client, or member of the public being subjected to bullying behavior, have an affirmative duty to bring the situation to the attention of the employer.

b. Supervisor/Manager Responsibilities

A supervisor/manager is required to report this information to his/her EEO Officer, Department Head, or County Manager immediately.

c. Investigation

Upon being made aware of allegations or complaints of bullying, the employer will ensure that such allegations or complaints are investigated where deemed necessary.

The employer will make efforts to ensure that all investigations are kept as confidential as reasonably possible. The employer will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint, or as required by law. The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware of the final determination by the employer. That the investigation is completed and appropriate action, if any, has been taken.

If it is determined that bullying has occurred, the employer will take appropriate action to deter any future prohibited conduct/behavior(s) from occurring.

V. Prohibition Against Retaliation

The employer will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The employer will promptly investigate and deal appropriately with any allegation of retaliation

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

 NUMBER:
 205

 EFFECTIVE DATE:
 05/19/08

 REVISED:
 01-20-09 & 3-16-10

 REVISED
 4-5-11, 12-05-17

 AUTHORITY:
 BOC

 COUNTY MANAGER:
 PAW

SUBJECT: Employment Disabilities

I. Purpose of Policy

The employer recognizes that the preceding sections of its personnel policy policies relating to fair employment practices encompass its commitment to fair and equitable treatment of all employees and applicants, including those with disabilities. The employer also recognizes that there are specific issues relating to individuals with disabilities that must be individually addressed. The employer acknowledges its responsibility to ensure that individuals in the workplace can efficiently and safely perform the essential functions of their jobs without posing a direct threat to themselves and others.

II. Policy

It is the employer's policy to comply proactively with the applicable employment provisions of disability laws, including the American with Disabilities Act (ADA), as amended and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The employer does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and it prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the employer.

The employer is committed to provide reasonable accommodation wherever the need for such is known to the employer and whenever the employee or applicant indicates a need for reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others.

III. Determination of Disability

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more life activities, have a record of such an impairment, or is regarded as having such an impairment.

- Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, <u>reading</u>, <u>sitting</u>, <u>reaching</u>, <u>interacting</u> with others, and working.
- A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respirator, circulatory, endocrine, and reproductive functions.

IV. Disability-Related Inquiries

The employer shall adhere to the provisions of applicable laws regarding an employer's limitations on making disability-related inquiries or requiring medical examinations.

The employer's restrictions regarding disability-related inquiries and medical examinations apply to all employees/applicants, whether or not they have disabilities. A disability-related question to an applicant may be a violation of law, even though the applicant may not have a disability.

The employer may require the employee to provide a fitness-for-duty certification from an appropriate medical provider whenever the employer has reason to believe the employee may be unable to perform the essential functions of his/her job. (Reference: Policy 220 Genetic Information Nondiscrimination Act (GINA).

V. Confidentiality of Medical Records

The employer shall treat any medical information or genetic information obtained from a disability related inquiry or medical exam, as well as any medical information voluntarily disclosed by an employee, as a confidential medical record. Confidential medical records also include medical information from voluntary health or wellness programs. The employer will share such information only with appropriate supervisors, managers, first aid and safety personnel, and officials investigating compliance claims on a need to know

basis. Such information may be disclosed to appropriate employer personnel or outside consultants and attorneys in relation to any employment issue between the employee and the employer, if the medical records are relevant to any such dispute. Any medical information shall not be kept in or with the employee's personnel or "site" file. Such medical information shall be kept in a separate secure confidential medical file.

Under the ADA, medical information obtained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information that the employer obtains in connection with a request for reasonable accommodation must be kept in files separate from the individual's personnel file.

This includes the fact that an accommodation has been requested or approved and information about functional limitations. It also means that any employee who obtains or receives such information is strictly bound by these confidentiality requirements.

The ADA Coordinator may share certain information with an employee's supervisor or other agency official(s) as necessary to make appropriate determinations on a reasonable accommodation request. Under these circumstances, the ADA Coordinator will inform the recipients about these confidentiality requirements. The information disclosed will be no more than is necessary to process the request. In certain situations, the ADA Coordinator will not necessarily need to reveal the name of the requestor and/or the office in which the requestor works, or even the name of the disability.

In addition to disclosures of information needed to process a request for accommodation, other disclosures of medical information are permitted as follows:

- supervisors and managers are entitled to whatever information is necessary to implement restrictions on the work or duties of the employee or to provide a reasonable accommodation;
- first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or assistance in evacuation; and
- government officials may be given information necessary to investigate the agency's compliance with the Rehabilitation Act.

VI. Accommodation

1. Assignment of an ADA Coordinator

The Administrative Officer and/or Personnel Director shall serve as the employer's ADA Coordinator, or s/he may assign the function to another qualified human resources representative.

2. Accommodation for Applicants

Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the employer, the ADA Coordinator shall determine whether the applicant's condition constitutes a disability under the disability laws. The employer's ADA Coordinator shall then determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making that determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the employer.

3. Accommodation for Employees Process and Determination

When the employer has some objective reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the employer must initiate an interactive process (See subsection 3 below) with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the employer's ADA Coordinator, or any other manager within the employer requesting some type of accommodation, the employer will initiate the interactive process. Whenever a manager or supervisor becomes aware that an employee has requested or may require some type of accommodation, the manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for any reasonable documentation of the disability and the associated functional limitations, and the impact of the proposed accommodation on the employer. Review of an employee's particular situation by a medical review officer will assist the organization in determining appropriate accommodation. References:

- ADA Reasonable Accommodation Checklist (Form 205 F);
- ADA Employee Request for Accommodation (Form 205 F1):
- ADA Accommodation Request Employee Release (Form 205 F2);
- ADA Accommodation Request Health Care Provider Information (Form 205 F3);
- ADA Accommodation Approval Letter (Form 205 F4);
- ADA Accommodation Denial Letter (Form 205 F5)

a. Interactive Process

After a request for accommodation has been made, the next step is for the parties to begin the interactive process to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and the employer must communicate with each other about the request, the precise nature of the problem that is generating the request, how a disability is prompting a need for an accommodation, and alternative accommodations that may be effective in meeting an individual's needs.

The employer will contact the employee within 10 business days after the request is made to begin discussing the accommodation request. In some instances, the employer may need to get information to determine if an individual's impairment is a "disability" under the ADA and this policy or to determine what would be an effective accommodation. Such information may not be necessary if an effective accommodation is obvious, if the disability is obvious (e.g., the requestor is blind or has a paraplegia) or if the disability is already known to the employer (e.g., the requestor previously asked for an accommodation and information submitted at that time showed a disability existed and that there would be no change to the individual's medical condition.

Communication is a priority throughout the entire process, but particularly where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are considering different forms of reasonable accommodation. Both the individual making the request and the

decision maker should work together to identify an effective accommodation. A list of suggested resources for identifying accommodations is contained in Appendix 205A of this policy.

When a third party (e.g., an individual's doctor) requests accommodations on behalf of an employee, the employer should, if possible, confirm with the employee that s/he wants a reasonable accommodation before proceeding. Where this is not possible, for example, because the employee has been hospitalized in an acute condition, the employer will process the third party's request if it seems appropriate (e.g., by granting immediate leave) and will consult directly and as soon as possible with the individual needing the accommodation.

The ADA Coordinator may need to consult with other personnel (e.g., an employee's supervisor, Information Technology staff, etc.) or outside sources to obtain information necessary to make a determination about the request. The employer expects that all staff will give a high priority to responding quickly to a request of the ADA Coordinator for information or assistance. Any delays by employer personnel may result in failure to meet required timeframes and may be grounds for disciplining the employee to whom the request for information was made.

b. Reassignment

There are specific considerations in the interactive process when an employee needs, or may need, a reassignment.

- Generally, reassignment will only be considered if no accommodations are available to enable the individual to perform the essential functions of his or her current job, or if the only effective accommodation would cause undue hardship.
- In considering whether there are positions available for reassignment, the ADA Coordinator will work with the employee requesting the reassignment to identify: (1) current vacant positions within the employer for which the employee may be qualified, with or without reasonable accommodation; and (2) positions which ADA Coordinator has reason to believe will become vacant within 15 days from the date the search is initiated and for which the employee may be qualified.

c. Requests for Medical Information

If a requestor's disability and/or need for accommodation are not obvious or already known, the ADA Coordinator is entitled to ask for and receive medical information showing that the requestor has a covered disability that requires accommodation. A disability is obvious or already known when it is clearly visible or the individual previously provided medical information showing that the condition met the qualifications under the ADA. It is the responsibility of the employee to provide appropriate medical information requested by the employer where the disability and/or need for accommodation are not obvious or already known.

Only the ADA Coordinator may determine whether medical information is needed and, if so, may request such information from the requestor and/or the appropriate

healthcare professional. Even if medical information is needed to process a request, the ADA Coordinator does not necessarily have to request medical documentation from a health care provider; in many instances the requestor may be able to provide sufficient information that can substantiate the existence of a "disability" and/or need for a reasonable accommodation. (See Section V above about the confidentiality of all medical information obtained in processing a request for accommodation.) If an individual has already submitted medical documentation in connection with a previous request for accommodation, the individual should immediately inform the ADA Coordinator of this fact. The ADA Coordinator will then determine whether additional medical information is needed to process the current request.

If the initial information provided by the healthcare professional or volunteered by the requestor is insufficient to enable the ADA Coordinator to determine whether the individual has a "disability" and/or that an accommodation is needed, the ADA Coordinator will explain what additional information is needed. If necessary, the individual should then ask his/her health care provider or other appropriate professional to provide the missing information. The ADA Coordinator may also give the individual a list of questions to give to the health care provider or other appropriate professional to answer. If sufficient medical information is not provided by the individual after several attempts, the ADA Coordinator may ask the individual requesting accommodation to sign a limited release permitting the ADA Coordinator to contact the provider for additional information. The ADA Coordinator may have the medical information reviewed by a doctor of the agency's choosing, at the employer's expense.

In determining whether documentation is necessary to support a request for reasonable accommodation and whether an employee has a disability within the meaning of the ADA, the ADA Coordinator will be guided by principles set forth in the ADA. Specifically, the ADA directs that the definition of "disability" be construed broadly and that the determination of whether an individual has a "disability" generally should not require extensive analysis. Notwithstanding, the ADA Coordinator may require medical information in order to design an appropriate and effective accommodation.

A supervisor or office director who believes that an employee may no longer need a reasonable accommodation must contact the ADA Coordinator. The ADA Coordinator will decide if there is a reason to contact the employee to discuss whether s/he has a continuing need for reasonable accommodation.

The employer may make disability-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements, etc.

d. Timeframe for Processing Requests and Providing Reasonable Accommodation

1. Generally

The time frame for processing a request (including providing accommodation, if approved) is as soon as possible but no later than 30 business days from the date the request is made. This 30-day period includes the 10-day timeframe in which the

ADA Coordinator must contact the requestor after a request for reasonable accommodation is made.

The employer will process requests and, where appropriate, provide accommodations in as short a period as reasonably possible. The timeframe above indicates the maximum amount of time it should generally take to process a request and provide a reasonable accommodation. The ADA Coordinator will strive to process the request and provide an accommodation sooner, if possible. Unnecessary delays can result in a violation of the ADA.

The timeframe begins when a verbal or written request for reasonable accommodation is made, and not necessarily when it is received by the ADA Coordinator. Therefore, everyone involved in processing a request should respond as quickly as possible. This includes referring a request to the ADA Coordinator, the ADA Coordinator contacting a health care provider if medical information or documentation is needed, and for everyone involved to provide technical assistance to the ADA Coordinator regarding issues raised by a request (e.g., information from a supervisor regarding the essential functions of an employee's position, information from the Information Technology (IT) staff regarding compatibility of certain adaptive equipment).

If the ADA Coordinator must request medical information or documentation from a requestor's doctor, the time frame will stop on the day that the ADA Coordinator makes a request to the individual to obtain medical information or sends out a request for information/documentation, and will resume on the day that the information/documentation is received by the ADA Coordinator.

If the disability is obvious or already known to the ADA Coordinator, if it is clear why reasonable accommodation is needed, and if an accommodation can be provided quickly, then the ADA Coordinator should not require the full 30 business days to process the request. The following are examples of situations where the disability is obvious or already known and an accommodation can be provided in less than the allotted time frame:

- An employee with insulin-dependent diabetes who sits in an open area asks for three breaks a day to test her blood sugar levels in private.
- A supervisor distributes a detailed agenda at the beginning of each staff meeting. An employee with a serious learning disability asks that the agenda be distributed ahead of time because his disability makes it difficult to read quickly and he needs more time to prepare.
- 2. Expedited Processing of a Request

In certain circumstances, a request for reasonable accommodation requires an expedited review and decision. This includes where a reasonable accommodation is needed:

 To enable an applicant to apply for a job. Depending on the timetable for receiving applications, conducting interviews, taking tests, and making hiring decisions, there may be a need to expedite a request for reasonable accommodation to ensure that an applicant with a disability has an equal opportunity to apply for a job.

• To enable an employee to attend a meeting scheduled to occur soon. For example, an employee may need a sign language interpreter for a meeting scheduled to take place in 5 days.

3. Extenuating Circumstances

These are circumstances that could not reasonably have been anticipated or avoided in advance of the request for accommodation, or that are beyond the employer's ability to control. When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. Extensions will be limited to circumstances where they are absolutely necessary and only for as long as required to deal with the extenuating circumstance.

e. Resolution of the Reasonable Accommodation Request

All decisions regarding a request for reasonable accommodation will be communicated to an employee verbally and the appropriate forms subject to this policy.

- 1. If the employer grants a request for accommodation, the ADA Coordinator will provide the ADA Accommodation Approval Form (See Form 205F4) to the requestor, and discuss implementation of the accommodation. The form must be filled out even if the employer is granting the request without determining whether the requestor has a "disability" and regardless of what type of change or modification is approved (e.g., employer grants a three-month removal of an essential function, which is not a form of reasonable accommodation but nonetheless must be specified on the form.
 - A decision to provide an accommodation other than the one specifically requested will be considered a decision to grant an accommodation. The form will explain both the reasons for the denial (See ADA Accommodation Denial Form 205F5) of the individual's specific requested accommodation and why the employer believes that the chosen accommodation will be effective.
 - If the request is approved but the accommodation cannot be provided immediately, the ADA Coordinator will inform the individual in writing of the projected time frame for providing the accommodation.
- 2. If the employer denies a request for accommodation, the ADA Coordinator will give the ADA Accommodation Denial Letter (See Form 205F5) to the requestor and discuss the reason(s) for the denial. When completing the form, the explanation for the denial will clearly state the specific reason(s) for the denial. This means that employer cannot simply state that a requested accommodation is denied because of "undue hardship" or because it would be "ineffective." Rather, the form will state and the ADA Coordinator will explain specifically why the accommodation would result in undue hardship or why it would be ineffective.

- If there is a legitimate reason to deny the specific reasonable accommodation requested (e.g., the accommodation poses an undue hardship or is not required by the ADA), the ADA Coordinator will explore with the individual whether another accommodation would be possible and reasonable. The fact that one accommodation proves ineffective or would cause undue hardship does not necessarily mean that this would be true of another accommodation. Similarly, if an employee requests removal of an essential function or some other action that is not required by law, the ADA Coordinator will explore whether there is a reasonable accommodation that will meet the employee's needs.
- If the ADA Coordinator offers an accommodation other than the one requested, but the alternative accommodation is not accepted, the ADA Coordinator will record the individual's rejection of the alternative accommodation on ADA Employee Request for Accommodation Form 205F1.

f. Resources

- ADA Reasonable Accommodation Checklist (Form 205 F);
- ADA Employee Request for Accommodation (Form 205 F1):
- ADA Accommodation Request—Employee Release (Form 205 F2);
- ADA Accommodation Request—Health Care Provider Information (Form 205 F3);
- ADA Accommodation Approval Letter (Form 205 F4);
- ADA Accommodation Denial Letter (Form 205 F5)

rements of Other Laws

The employer may make disability related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements, etc.

VIII. Glossary of ADA-Related Terms and Usage

- An "essential function" is a fundamental job duty of the position held or desired. A
 function is essential if the job exists to perform that function, a limited number of other
 employees are available to perform the function, or the function requires special skill or
 expertise. Determinations as to essential functions must be made on a case-by-case
 basis and are normally determined based on such factors as:
 - The written job description prepared before advertising or interviewing applicants for the job;
 - In the employer's judgment, the amount of time spent performing the function;
 - Input as to the actual work experience of past employees in the job or current employees in similar jobs; and
 - The nature of the work operation and the consequences of not having the function performed.

Marginal functions associated with any job should not be considered essential functions. Punctuality and regular work hours may not be an essential function of some jobs. For example, if the job

functions can be performed without the presence of a supervisor, adhering to established work hours may not be an essential function. Therefore, reasonable accommodations to the contrary may be necessary.

- 2. A "disability-related inquiry" is a question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:
 - 1. Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee's/applicant's disability;
 - 2. Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
 - Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication; and
 - 4. Asking about an employee's/applicant's genetic information.

Other examples of prohibited disability-related questions include, but are not limited to, asking about an employee's/applicant's prior workers' compensation history, and asking an employee's/applicant's coworker, family member, doctor, or other person about the employee's/applicant's disability.

Questions that are not likely to elicit information about a disability are not prohibited under the ADA. These types of inquiries include asking employees/applicants about their general well-being, whether they can perform the essential job functions, whether they currently use illegal drugs. The employer may also ask an employee, but not a job applicant, about non-disability-related impairments such as how s/he broke his/her arm.

- 3. A "medical examination" is a procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. Medical examinations include, but are not limited to:
 - Vision tests conducted and analyzed by an ophthalmologist or optometrist;
 blood, urine, and breath analyses to check for alcohol use;
 - Blood pressure screening and cholesterol testing; nerve conduction tests;
 - Range-of-motion tests that measure muscle strength and motor function;
 - Pulmonary function tests;
 - Psychological tests designed to identify a mental disorder or impairment;
 and
 - Diagnostic procedures such as x-rays, CAT scans, and MRIs.

Procedures and tests that employers may require that are generally not considered medical examinations include:

- Blood and urine tests to determine the current illegal use of drugs;
- Physical agility and physical fitness tests;
- Tests that evaluate an employee's/applicant's ability to read labels or distinguish objects as part of a demonstration of the ability to perform actual job functions.
- 4. Under the ADA, an "employee" is an individual employed by an employer. Generally, an individual is an employee if the employer controls the means and manner of his/her work performance. Where more than one entity controls the means and manner of how an individual's work is done, the individual may be an employee of each entity.

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

Appendix 205A: Selected Reasonable Accommodation Resources

POOL/PACT Human Resources

775.887.2240 (Main Office)

The county's insurance pool provides human resources consultation and support, sample policies and forms, and other resources regarding human resources and ADA compliance.

U.S. Equal Employment Opportunity Commission

1-800-669-3362 (Voice) 1-800-800-3302 (TT)

EEOC has published many ADA and Rehabilitation Act-related documents that may assist both individuals requesting accommodations as well as those involved in the decision-making process. Most of these documents are available at www.eeoc.gov.

Job Accommodation Network (JAN)

1-800-232-9675 (Voice/TT) http://janweb.icdi.wvu.edu/.

A service of the Office of Disability Employment Policy, JAN can provide information, free-of-charge, about many types of reasonable accommodations and provide referrals to other organizations that may have particular information about accommodations for persons with different disabilities.

ADA Disability and Business Technical Assistance Centers (DBTACs) 1-800-949-4232 (Voice/TT)

The DBTACs consist of 10 federally funded regional centers that provide information, training, and technical assistance on the ADA. Each center works with local business, disability, governmental, rehabilitation, and other professional networks to provide current ADA information and assistance. The DBTACs can provide information on reasonable accommodation and make referrals to local sources of expertise in reasonable accommodations.

Registry of Interpreters for the Deaf

(301) 608-0050 (Voice/TT)

The Registry offers information on locating and using interpreters and transliteration services.

RESNA Technical Assistance Project

(703) 524-6686 (Voice) (703) 524-6639 (TT)

http://www.resna.org

RESNA, the Rehabilitation Engineering and Assistive Technology Society of North America, can refer individuals to projects in all 50 states and the six territories offering technical

assistance on technology-related services for individuals with disabilities. Services may include:

- Information and referral centers to help determine what devices may assist a
 person with a disability (including access to large data bases containing
 information on thousands of commercially available assistive technology
 products),
- Centers where individuals can try out devices and equipment,
- Assistance in obtaining funding for and repairing devices, and
- Equipment exchange and recycling programs.

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 206
EFFECTIVE DATE: 05/19/08
REVISED: 1-18-11/12-05-17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Drug and Alcohol-Free Workplace

- Policy: The employer recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug and alcohol free workplace policy applies to volunteers as well as employees.
 - 1) The employer is committed to:
 - a) Maintaining a safe and healthy workplace for all employees, and volunteers;
 - b) Assisting employees <u>or volunteers</u> who recognize they have a problem with drugs or alcohol and to help provide <u>in receiving</u> appropriate treatment;
 - c) Periodically providing employees <u>and volunteers</u> with information about the dangers of workplace drug abuse; and
 - d) When appropriate, taking disciplinary action for failure to comply with this policy.
 - 2) The employer strictly prohibits the following behavior:
 - a) The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs by an employee at any time and in any amount. This prohibition includes the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. In addition, the employer prohibits employees from possessing open containers of alcoholic beverages while on the employer's premises and/or while on duty and from working with a blood alcohol level of .02

Property. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. Prohibited substances include medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the employer prohibits employees from possessing open containers of alcoholic beverages while on the employer's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.

- b) Bringing alcohol, illegal drugs, and other substances which may impair the safety or welfare of employees or the public onto the premises controlled by the employer or placing in vehicles or equipment operated on behalf of the employer.
- c) Driving an organizational vehicle while on or off duty with a blood alcohol level of <u>0</u>.02 or more or under the influence of an illegal drug, regardless of the amount.
- d) Public safety personnel performing job-related functions which require possession and/or transportation of such substances are exempt from this section.

3) Reporting Requirements

- a. A supervisor who receives information or is a witness to any use of <u>illegal</u> drugs, <u>prohibited substances</u>, or alcohol by an employee which violates employer's policies or the law, is required to report this information to his/her department head, County Manager, or Administrative Officer <u>and/or</u> Personnel Director immediately. The information reported must include:
 - The persons(s) involved, including all witnesses;
 - Any information gathered, such as actual observation of drug /alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
 - A written record of specific conversations held with the accused and any witnesses:
 - All pertinent facts, including date(s), time(s), and locations(s).
- b. A department head is required to report this information to his/her immediate supervisor, e.g., the County Manager, Administrative Officer and/or Personnel Director, and may not conduct a formal investigation, release findings, or administer discipline prior to this disclosure and without specific authorization to do so.
- c. An employee who witnesses or obtains information regarding illegal drug/alcohol use by his/her immediate supervisor is required to report the incident to that individual's supervisor.
- Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
- A positive test result for alcohol or drugs will be grounds for disciplinary action, up to and including possible-termination.

- Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399) see policy HR 206A, as well as the employer's Drug and Alcohol-Free Workplace Policy.
- The employer receives funding through federal grants and it is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical marijuana), cocaine, opiates, amphetamines, (including methamphetamines), phencyclidine (PCP), MDMA are considered illegal Schedule I or II drugs through the federal government. All employees must comply with the Drug-Free Workplace Act of 1988 and may not have any detectable level of Schedule I or II drugs in their system while at work. Failureto comply will result in disciplinary action, up to and including termination.
- 8) As provided in NRS 453A, the employer is not required to provide reasonable accommodation for the medical use of marijuana for:
 - a. Attorneys, investigators, special investigators or other employees acting in his/her professional or occupational capacity within the District Attorney's Office, and
 - b. Peace Officers or other employees acting in his/her professional occupational capacity in a law enforcement agency.

II. Employee Responsibilities

Each employee is responsible for reviewing and complying with the employer's Drug and Alcohol-Free Workplace Policy.

- Each employee is responsible for meeting standards for work performance and safe onthe-job conduct.
- 2) Employees shall not report to work under the influence of alcohol, illegal drugs, or misused prescription or over-the-counter drugs.
- 3) Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from *the employer's Employee Assistance Program* (EAP) provider, a substance abuse professional or other treatment provider. The employer's medical insurance policy or other preferred programs may provide for payment of some or all of the treatment costs.
- 4) It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the Administrative Officer and/or Personnel Director who will attempt to find an appropriate alternative assignment. If no alternative assignment is available, the employee may take sick leave or be placed on a medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a healthcare provider. If an employee reports

to work under the influence of prescription medication and as a result of this action endangers himself/herself or others, the employee will be disciplined, up to and including termination.

- 5) Each employee must report the facts and circumstances of any criminal drug or alcohol conviction that occurred while on duty or which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI), and/or revocation or suspension of the driver's license pending adjudication. Notification to employer must occur before resuming work duties or no later than five (5) days immediately after the conviction or revocation/suspension. Failure to notify employer will result in disciplinary action, up to and including possible termination. The supervisor shall immediately forward the notification to notify the employer's attorney.
- 6) Employees in department safety-sensitive positions identified by the employer are subject to random drug and alcohol testing as provided in policy # 206A Vehicle Operators Drug and Alcohol Policy.
- 7) Employees must act as responsible representatives of the employer and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor, County Manager or to County Administrative Officer/Personnel Director, Such reporting is critical in preventing serious injuries or damage to the employer's property.
- 8) Employees who are required to submit to a drug/alcohol test must complete and sign the consent form.
- Public Safety employees and applicants for Public Safety positions are also subject to the Public Safety Department's Drug Testing Policy.
- III. Department Head Responsibilities: The department head or his/her designee is responsible for:
 - 1) Authorizing the testing of employees.
 - 2) Coordinating drug and/or alcohol testing.
 - 3) Requesting Completion of a required consent form.
 - 4) Notifying employees of positive test results and their right to a retest of the same sample.
 - 5) Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
 - 6) Notifying the employer's attorney of an employee's conviction of a federal or state criminal drug and/or alcohol statute violation.
 - 7) Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
 - 8) Identifying safety-sensitive positions.

9) Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.

IV Supervisor Responsibilities: Supervisors are responsible for:

- Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
- 2) Submitting the documentation to the department head or designee.
- Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

V. Employer Responsibilities: Employers are responsible for:

- Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to effectively intervene take appropriate corrective action.
- Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
- 3) Making drug and/or alcohol testing and notice forms available.
- 4) Notifying appropriate department heads of positive results of drug and alcohol tests.
- Administering the contract with a third party to provide drug and alcohol testing services.
- Overseeing the administration of the employer's Drug and Alcohol-Free Workplace Policy.
- 7) Designating safety-sensitive positions.
- 8) Notifying department heads of their employees randomly selected for drug and/or alcohol testing. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.
- Ensuring the administration of all pre-employment drug testing for positions identified as safety-sensitive (see policy Vehicle Operators Drug and Alcohol Policy # 206A).

VI Employee Education

The employer maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the employer periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

VII Employee Assistance and Voluntary Referral

- 1) The employer strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs or alcohol under this policy and prior to any other violation of this policy, including a criminal conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.
- 2) Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program may, if the Americans with Disabilities Act applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol.
- 3) The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, for if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the employer's management. Employees are limited to treatment for substance abuse one time only under this policy.

VIII. Searches

- 1. If the employer suspects that an employee or on-site contractor is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the employer may search employer vehicles parked on the county's property, lockers, desks, and work area. By entering into or being present at a job site while on employer time or representing the employer in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The employer may take whatever legal means consistent with policy that are necessary to determine whether alcohol, prohibited substances, or illegal drugs are located or being used on employer property. The employer may call upon law enforcement authorities to conduct an investigation if deemed necessary.
- 2. Searches will be conducted by management personnel or law enforcement authorities to and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the employer's representative conducting the search.

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

STOREY COUNTY ADMINISTRATIVE

POLICIES AND PROCEDURES

NUMBER 207 EFFECTIVE DATE: 05/19/08

REVISED: 11-17-09 & 08-03-10
REVISED: 1-18-11 & 12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Reasonable Alcohol & Drug Testing

I. Reasonable Suspicion Testing

- When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol or drugs, the employee in question will be directed by the department head or designee or the employer's Administrative Officer/Personnel Director to submit to drug and/or alcohol testing.
- 2) The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the department head or designee to authorize the drug and/or alcohol test of an employee.
- 3) The department head or designee or the employer's Administrative Officer/Personnel Director shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be suspended placed on administrative leave with pay pending results of the test.
- 4) The employee who is required to submit to reasonable suspicion testing:
 - a) Must sign a consent form.
 - b) Will be immediately provided transportation by the employer to the location of the test.
 - c) Will be advised to refrain from eating or drinking before being tested.
 - d) Will be provided transportation by the employer to his/her home after s/he submits to the test or refuses to be tested.
- 5) Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - a) Information provided either by reliable and credible sources or independently corroborated.
 - b) The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the employer's policy.
 - c) Direct observation of drug or alcohol use.
 - d) The first line supervisor or another supervisor/manager directly observes an employee using drugs or alcohol while an employee is on duty. Under these circumstances, a request for testing is mandatory.
 - e) Employee admits using drugs, *prohibited substances*, or alcohol prior to reporting to work or while at work.

- f) Drug, <u>prohibited substance</u>, or alcohol paraphernalia possibly used in connection with illicit drugs or alcohol found on the employee's person or at or near the employee's work area may trigger a request for testing.
- g) Evidence that the employee has tampered with a previous drug and/or alcohol test. test for drugs, prohibited substances, or alcohol.
- 5) The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a drug and/or alcohol test: test for drugs, prohibited substances, or alcohol:
 - a. A pattern of abnormal or erratic behavior.

This includes, but is not limited to, a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.

b. Presence of physical symptoms of drug and/or alcohol use.

The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.

c. Violent or threatening behavior.

First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.

Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.

d. Absenteeism and/or tardiness.

If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

An employee who is required to submit to reasonable suspicion testing will be <u>immediately</u> provided transportation by the employer to the location of the test. <u>The employee will be advised to refrain from eating or drinking before being tested.</u> After the employee submits to the test or if the employee refuses to be tested, the employer will provide transportation for the employee to his/her home.

II Post-Accident Testing

- 2. Each employee involved in an OSHA-recordable accident will be tested for <u>illegal</u> drugs, <u>prohibited substances</u>, and/or alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. OSHA-recordable Accidents <u>that trigger testing</u> are those accidents that result in:
 - a. Death:
 - b. Days away from work;

- Diagnosis by a physician or other licensed health care professional as a significant injury or illness;
- b. Medical treatment other than first-aid treatment;
- c. Loss of consciousness; or
- d. Restricted work or transfer to another job.
- Additionally, any accident in which there is property damage estimated to be valued at or in excess of five hundred dollars (\$500.00) will trigger a post-accident test (An employee may be suspended with pay pending the results of this test and with or without pay pending any subsequent investigation). An employee who is required to submit to post-accident testing will be provided transportation by the employer to the location of the test.
- d. Property damage estimated to be valued at or in excess of \$1,500.00 or the vehicle becoming immobilized because of the event, unless determined otherwise by the Administrative Officer and/or Personnel Director, subject to concurrence of the County Manager.
- 3. An employee who is subject to a post-accident test must sign a consent form and remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal may be treated as a positive test. The employee will be advised to refrain from eating or drinking before being tested. Further, the employee, subject to a post-accident test, must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.

An employee who is required to submit to post-accident training will be immediately provided transportation by the employer to the location of the test.

Upon completion of the test:

- a. If the employee caused or contributed to the accident, or the employer determines there is a risk to return him/her to work, the employee will be provided transportation to his/her home and placed on administrative leave with pay pending the results of this test.
- b. If the employer determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.

If the test comes back positive and the employer needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.

Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. The test for marijuana must be a blood test.

4. In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the employer to obtain hospital records or other documents that indicate whether there were the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.

- In the event federal, state, or local officials conducted drug and/or alcohol testing
 following an accident, the employee will be required to sign a release allowing the
 employer to obtain the test results from such officials.
- 6. An employee who is subject to a post-accident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee, subject to a post-accident test, must refrain from consuming alcohol for eight (8) hours following the accident or until the employee submits to an alcohol test, whichever comes first.

III Department Safety-Sensitive Positions

- Storey County may conduct pre-employment testing for drugs and random testing
 for drugs, <u>prohibited substances</u>, and/<u>or</u> alcohol for positions identified as
 department safety-sensitive by the Administrative Officer <u>and/or</u> Personnel
 Director. Successfully passing these tests is a condition of future or continued
 employment. (Also, see policy 206A Vehicle Operators Drug and Alcohol Policy)
- Department safety-sensitive positions mean employment positions which may, in the normal course of business:
 - a. Require the employee to operate the employer's vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis; and/or
 - b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; inspect and make final determinations on life-safety code compliance; or carrying firearms in the performance of job duties.
- c. The Administrative Officer <u>and/or</u> Personnel Director shall maintain a list entitled "List of Positions Designated as Department Safety-Sensitive." The list shall be a public record. Before a position is included on this list, the Administrative Officer <u>and/or</u> Personnel Director shall post a notice in a conspicuous location accessible to employees at the work site affected that a position is to be included as department safety-sensitive for purposes of pre-employment drug testing and random drug and alcohol testing. The notice will afford an opportunity for comment within a twenty (20) calendar day period.
- d. The Administrative Officer <u>and/or</u> Personnel Director shall meet and consult with the recognized employee organization's representative, where affected employees are represented, before a position is included on this list. The final determination to place a position on the list shall be made by the County Manager. The Administrative Officer <u>and/or</u> Personnel Director will maintain a master list of safety-sensitive positions subject to random testing.

IV Random Testing - (see policy Vehicle Operators Drug and Alcohol Policy # 206A)

V Return-to-Work Testing/Follow-Up Testing

If the employer agrees to continue employment, an employee who violates this
policy and undergoes rehabilitation for drugs or alcohol will, as a condition of
returning to work, be required to agree to <u>undergo</u> follow-up testing as established
by the employer's Administrative Officer <u>and/or</u> Personnel Director and department

head. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The employer's Administrative Officer <u>and/or</u> Personnel Director and department head will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The Administrative Officer <u>and/or</u> Personnel Director and department head may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.

2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

VI Consequence of Refusal to Submit to Testing/Adulterated Specimen

- 1. An employee who refuses to submit to testing for drugs and/or alcohol, will be subject to disciplinary action, up to and including termination. An employee or who consents to a drug or alcohol test but fails to appear timely at the collection site, or who fails to give his/her urine sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a drug or alcohol test. Such refusal shall be treated as a positive test and may result in and is subject to disciplinary action up to and including termination.
- Submission of an altered <u>invalid</u>, <u>substituted</u>, or adulterated specimen or substitution of a specimen by a specimen donor will be considered a refusal to comply with this policy and subject the employee to <u>test</u> and <u>such refusal shall be</u> <u>treated as a positive test and may result in</u> disciplinary action, up to and including termination.
- 3. A diluted positive test result shall be treated as a positive test and may result in disciplinary action up to and including termination.

VII Testing Guidelines

- The employer will may test for the following types of alcohol and illegal substances including but not limited to:
 - Marijuana (THC)*
 - Cocaine, including crack
 - Opiates, including heroin, codeine and morphine
 - Amphetamines, including methamphetamines
 - Phencyclidine (PCP)
 - * NOTE: Tests for marijuana for workers' compensation purposes must be a blood test.
- In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
 - 6-Acetylmorphine
 - 2. MDMA (Ecstasy)

NOTE: (see policy Vehicle Operators Drug and Alcohol Policy # 206A)

Other drugs may be added to this list. Where applicable, the employer will
follow federal testing procedures for drugs and alcohol set forth by the Federal
Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor

Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

4. An employer may test for alcohol.

VIII Option for Drugs and Prohibited Substances Retest

- 1. No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice.
- 2. Upon request, the medical review officer (laboratory primary point of contact) will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the <u>State</u> Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
- 3. The employee will be required to authorize the laboratory to provide the employer with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The result of the confirmatory test is final.

IX Requirement for Drug Testing

An employee who tests negative dilute will be required to immediately retest. The employee will:

- 1. Be given the minimum possible advance notice of retest,
- 2. Will be accompanied by a supervisor to the collection site, and
- 3. Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the employer will not conduct a third test unless directed to do so by the Medical Review Officer.

X Confidentiality

All medical and rehabilitation records are confidential medical records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by state and federal law. Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the employer's attorney; an employer representative necessary to respond to an alleged violation of this policy; individuals within the employer who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal in any adverse personnel action.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 208 EFFECTIVE DATE: 5/19/08

SUBJECT: Discipline Related to Alcohol and Drug Abuse

I POLICY: Discipline for Violation of County Policy

- Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
- An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
 - a) Direct observation of illegal use of drugs, prohibited use of alcohol, or possession of illegal drugs or alcohol or related contraband; Direct observation of illegal use of drugs or use of prohibited substances, prohibited use of alcohol, or possession of illegal drugs, prohibited substances, alcohol, or related contraband;
 - b) Evidence obtained from an uncontested motor vehicle citation, an arrest, or a criminal conviction for use or possession of illegal drugs or for the use, or being under the influence, of alcohol on the job; or a conviction for use or possession of illegal drugs or prohibited substances, or for the use or being under the influence, of alcohol on the job;
 - c) A verified positive test result; or
 - d) An employee's voluntary admission.
- 3. Prior to determining its course of action, the employer may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
- 4. If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the employer's expense; however, employees may use benefits provided by his/her-applicable-health insurance coverage. Failure by the employee to enroll within the required timeframe in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment. Employees are limited to substance abuse treatment one time only under this policy.
- 5. When an employee is required to undergo treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
 - a) Monitoring of the treatment program and the employee's participation by the employer;
 - Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the Return-to-Work Testing/Follow-Up Testing, policy HR 207;
- c) Any other reasonable condition that the employer deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

- Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.
- 7. Confidentiality: Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the employer's attorney; an employer representative necessary to respond to an alleged violation of this policy; individuals within the employer who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 209
EFFECTIVE DATE: 05/19/08
REVISED: 12/22/16-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: __PAW

SUBJECT: Prohibition of Workplace Violence

- Policy: The employer is committed to providing for the safety and security of all employees, customers, visitors, and property.
- Scope: This policy applies to all employees, including regular, part-time temporary, casual, provisional, and elected officials, as well as contract and temporary workers and anyone else on the employer's property.

III Implementation of Policy

- The employer will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the employer or which occur on property owned or controlled by the employer or during the course of the employer's business. Examples of workplace violence include, but are not limited to, the following:
 - a. All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the employer, regardless of the relationship between the employer and the parties involved in the incident.
 - b. All threats of any type or acts of violence occurring off the employer's premises involving someone who is acting in the capacity of a representative of the employer.
 - c. All threats of any type or acts of violence occurring off the employer's premises involving an employee of the employer, if the threats or acts affect the legitimate interests of the employer.
 - d. Any acts or threats resulting in a criminal conviction of an employee or agent of the employer or of an individual, performing services for the employer on a contract or temporary basis which adversely affect the legitimate interests and goals of the employer.

- 2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
 - a. Hitting, shoving, or otherwise assaulting an individual;
 - Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
 - The intentional or malicious destruction or threat of destruction of the employer's property;
 - d. Harassing or threatening phone calls, text messages, notes, letters, or computer_messages, or other forms of communication;
 - e. Harassing surveillance or stalking;
 - f. Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives;
 - g. <u>Displaying overt signs of extreme stress</u>, resentment, hostility, or anger toward another;
 - h. Making intimidating, abusive, or threatening remarks;
 - Displaying irrational or inappropriate behavior.
- 3. The employer desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, or other individual. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on employer property is encouraged to report incidents of threats or acts of violence of which s/he is aware.
- 4. Reports of violence or threatening behavior should be made to the Human Resources Department, an employee's immediate supervisor or manager, or any other supervisory or management employee. The employer is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the employer's policies or in state, federal, or other applicable law.

IV Violations

- Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The employer may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.
- 2. Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the employer or of employer property shall not be considered to violate this policy.

V Temporary Restraining Orders

- The employer may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 - 33.360 when it has reason to believe that:
 - a. A person knowingly threatens to cause or commits an act that causes:
 - Bodily injury to him/herself or to another person;
 - Damage to the property of another person; or
 - Substantial harm to the physical or mental health or safety of a person.
 - If the threat is made or an act committed against the employer, any employee of the employer while performing employment duties, or against a person present at the employer's workplace; and
 - c. The threat would cause a reasonable person to fear that the threat will be carried out, or the act would cause a reasonable person to feel terrorized, frightened, intimidated, or harassed.
- 2. Such order of protection against harassment in the workplace may:
 - Enjoin the alleged harasser from contacting the employer, an employee of the employer while performing his/her duties, and any person while the person is present at the employer's workplace;

Order the alleged harasser to stay away from the workplace; and

Order such other relief as the court deems necessary to protect the employer, the workplace of the employer, the employer's employees while performing their employment duties, and any other persons who are present at the workplace.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 210
EFFECTIVE DATE: 06/17/08
REVISED: 12/22/16-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Employment of Relatives

POLICY: Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the employer may employ in any capacity on behalf of the employer any relative of such person who is within the third degree of consanguinity or affinity. (*Reference: Consanguinity/Affinity Chart.*) Existing employees may continue in their current position following the election of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity. For purposes of this paragraph, supervision includes second or higher levels of supervision.

(Example: An employee reports to an immediate supervisor, who reports to a division manager, who reports to a department head. The employee may not be related within the third degree of consanguinity or affinity to the division manager or department head.)

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 211
EFFECTIVE DATE: 06/01/08
REVISED: 12/22/16-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Employee Dating

I. Policy

The employer recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees. However, employees in supervisory/managerial positions are precluded prohibited from having a romantic relationship with any subordinate employee.

II. Employee Responsibilities

Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on employer property, whether or not such physical contact occurs during work hours.

III. Supervisor/Manager Responsibilities

Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.

Violation of this policy could result in disciplinary action up to and including termination.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 212
EFFECTIVE DATE: 05/19/08
REVISED: 01/03/17-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Code of Ethical Standards

- **POLICY:** The elected and appointed officers and employees of employer recognize that holding public office and/or employment is a public trust. To preserve that trust, we demand the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.
 - A) The officers and employees of employer shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.
 - All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
 - They will act with care and diligence in the course of their employment.
 - 3. They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost respect and courtesy.
 - 4. They will comply with all applicable federal, state, and local laws.
 - They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
 - 6. They will maintain appropriate confidentiality.
 - They will disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment.
 - 8. They will use employer resources in a proper manner.
 - They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment
 - They will, at all times, act in a way that upholds the values and the integrity and good reputation of employer.
 - They will comply with any other conduct requirement that is prescribed by the employer.
 - 12. They will demonstrate positive attitude and progressive actions through the display of professionalism, courtesy, tact, punctuality, attendance, safety and discretion.
 - B) In addition, consistent with the provisions of NRS 281A.400 and NRS 281.230, the employer's officials and employees are required to comply with the following:
 - No official or employee shall will seek or accept any gift, service, favor, employment, engagement, perquisite, gratuity, or economic opportunity or advantage which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her public duties.
 - No official or employee shall will use his/her position with the employer to secure or grant unwarranted privileges, preferences, exemptions, or advantages for him/herself, any member of his/her household, any business entity in which s/he has a significant pecuniary interest, or any other person.
 - No official or employee shall will participate as an agent of government in the negotiation or execution of a contract between the governmental entity and any private business in which s/he has a significant pecuniary interest.

- No official or employee shall will accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his/her duties as an official or employee.
- 5. If an official or employee acquires, through his/her public duties or relationships, any information which by law or practice is not at the time available to the public generally, s/he shall not use such information to further his/her own current or future pecuniary interests or the current or future pecuniary interests of any other person or business entity.
- 6. No official or employee shall will suppress any governmental report or other document or information because the release of such report or information has the potential to impact his/her own pecuniary interests or those with whom s/he has a business or personal relationship.
- No official or employee shall will use governmental time, property (including monies or funds), equipment, or other facility to benefit his/her personal or financial interests.
- 8. No official or employee shall will attempt to benefit his/her personal or financial interest(s) by influencing or intimidating a subordinate.
- 9. No official or employee shall will seek other employment or contracts through the use of his/her official position or the influence associated thereto.
- 10. An official or employee shall will not, in any manner, directly or indirectly, receive any commission, personal profit, or compensation of any kind resulting from any contract or other transaction in which the employer is in any way interested or affected except:
 - a. A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission, or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board, commission or body of which s/he is a member, if s/he has not taken part in developing the contract plans or specifications and s/he will not be personally involved in opening, considering, or accepting offers.
 - b. A public officer or employee, other than an officer or employee described in a. (a) above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, s/he has not taken part in developing the contract plans or specifications, and s/he will not be personally involved in opening, considering, or accepting offers.

Violations of any of the above provisions may result in disciplinary action, up to and including termination.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER EFFECTIVE DATE: REVISED: 213 06/17/08 12/05/17 **SUBJECT: Political Activity**

I POLICY:

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is also an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by employer, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the employer.

Employees are expressly forbidden to use any employer resources, including but not limited to: interoffice mail, email, telephone, fax machines, the Internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

II Running for, or Holding, Political Office

While employees are encouraged to participate in the political process, they must understand the employer also has an obligation to provide service to the public.

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any business related to these activities while on duty. This includes all the items listed in the previous section, (i.e., political activity.)

If there is a conflict with, or the activities hinder the performance of the duties with employer, the employee will comply with one of the following: (final approval is at the employer's sole discretion)

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued annual leave time, or;
- The employee may request unpaid leave.

The maximum duration of paid or unpaid leave time approved will be 30 days. Employers' leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

If there is any question regarding this policy, employees should contact their supervisor for clarification.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 214
EFFECTIVE DATE: 06/17/08
REVISED: 12/05/17
AUTHORITY: BOC

PAW

COUNTY MANAGER:

SUBJECT: Solicitation

I POLICY:

L Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized employee organization may be allowed pursuant to <u>NRS 288 and</u> the terms of a collective bargaining agreement.

2. Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

- a) Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of <u>NRS 288 and</u> a current collective bargaining agreement.
- b) Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the employer for payment through payroll deduction may meet with employees during designated work time at designated places or on employer property as may be approved by the appropriate employer representative.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 215
EFFECTIVE DATE: 06/17/08
REVISED: 12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Work Stoppage

I. POLICY:

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER 216 EFFECTIVE DATE: 06/17/08 REVISED: 12/05/17 **SUBJECT: Outside Employment**

I Policy

In order to maintain a work force that is fit and available to provide proper services and carry out functions of the employer, employees are prohibited from engaging in outside employment which presents real or potential conflict with or negatively impacts their employment with the employer.

II Conflicting Employment

Outside employment may be classified as in conflict with the employer's interests if it:

- 1. Interferes with or negatively impacts the employee's ability to perform his/her assigned job.
- 2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
- 3. Is conducted during the employee's work hours.
- 4. Requires the services of other employees during their normally scheduled work hours.
- 5. Makes use of the employer's telephones, computers, supplies, or any other resources, facilities, or equipment.
- 6. Is represented as an activity of the employer or an activity endorsed, sanctioned, or recommended by the employer.
- 7. Takes advantage of the employee's employment with the employer, except to the extent that the work with the employer may demonstrate expertise or qualification to perform the outside work.
- 8. Requires the employee to schedule time off at specific times that could disrupt the operation of the employer.
- Involves employment with a firm that has contracts or does business with the employer. Exceptions to this policy have been identified in policy 212, Code of Ethical Standards.

III Procedure

- 1. Each employee will determine whether s/he believes the proposed outside employment may conflict with his/her employment with the employer.
- An employee must notify his/her Supervisor or Dept. Head <u>supervisor or department head</u>
 of the outside employment if such outside employment may be reasonably perceived to be
 in conflict with his/her employment, or if the employee is unsure about a perceived
 conflict.
- 3. In order to determine if there is a conflict with the employee's duties, the supervisor or manager may request information, such as:
 - The outside employer's name;

- Hours of proposed employment;
- Job location; and
- Duties to be performed. If the supervisor or manager-department head turns down
 the request, the employee may request and the employer will grant a review by
 another person at a management level.
- 4. If the supervisor or department head believes that there is a conflict or perceived conflict, s/he will consult with the Administrative Officer and/or Personnel Director in making the final determination. The final determination is subject to validation by the Administrative Officer and/or Personnel Director.
- 5. If there is a conflict with the employee's employment, the supervisor or manager department head will inform the employee, in writing, that the outside employment is not allowed, and a copy of the correspondence will be placed in the employee's personnel file.
- 6. The supervisor or manager will advise County Administrative Officer of conflicts or perceived conflicts caused by an employee's outside employment.
- 7. Within 30 calendar days of receiving written notice from his/her supervisor or department head of the conflict, the employee must terminate the outside employment if s/he wishes to remain an employee of the employer Storey County and/or the Storey County Fire District.
- 8. Employees who engage in outside employment which is prohibited by this policy are subject to discipline, up to and including termination.
- Provisions of policies and procedures of the Fire/Sheriff's Department fire district or Sheriff's Office may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER EFFECTIVE DATE: 217 06/17/08

REVISED:

12/05/17

AUTHORITY:

BOC

COUNTY M

MANAGER

PAW

SUBJECT: Dress and Grooming

I Policy

Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor.

The employer may also establish special requirements based on safety concerns. If the employee feels aggrieved by the dress and grooming requirements of his/her department, s/he may use the dispute resolution process provided in the employer's personnel policies.

In setting standards for dress and grooming, supervisors will consider the following factors:

- 1. The specific nature of the work and the work environment.
- 2. The attire of other employees engaged in similar work.

- Safety considerations such as necessary precautions when working with or near machinery.
- The nature of the employee's public contact, if any.
- The effects on others of the attire or grooming such as heavy scents when coworkers have allergies.

II Enforcement

When the employer believes an employee's dress or grooming does not comply with established standards, the immediate supervisor will discuss the issue with the employee. If eontinued counseling and/or directives fails—to result in the desired response, the supervisor may initiate disciplinary action. An employee who disagrees with a supervisor's judgment on matters of dress and grooming shall address the issue with the next level Supervisor or County the Administrative Officer and/or Personnel Director, or use the dispute resolution process described in the employer's personnel policies or the applicable collective bargaining agreement.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER: 219
EFFECTIVE DATE: 08-03-10
REVISED: 12/05/17

AUTHORITY: <u>BOC</u> COUNTY MANAGER: <u>PAW</u>

SUBJECT: Reporting Convictions, Investigations, and Changes of License

I. Policy:

- All employees are required to immediately report convictions, guilty or nolo contendere
 plea, or deferred adjudications for felony, misdemeanor (excluding juvenile
 adjudication) or any lesser crime other than a minor traffic infraction. Convictions
 shall not automatically impact the employees' employment.
 - The employer will make an assessment of the effect of the conviction to the essential duties of the position the employee holds.

1.1. Reporting Convictions, Investigations, and Change of License

1.1.1. Reporting Convictions

All employees and volunteers are required to immediately report convictions, guilty or nolo contendere pleas, or deferred adjudications for felony, misdemeanor (excluding juvenile adjudication) or any lesser crime other than minor traffic infractions to their supervisor or manager. Convictions shall not automatically impact the employees' employment or the volunteer's assignment.

The employer will make an assessment of the effect of the conviction to the essential duties of the position the employee holds or the duties the volunteer performs.

1.1.2. Reporting Investigations

All employees and volunteers are required to immediately report to their supervisor or manager if they are under investigation by a licensing board or other regulatory entity for actions related to their employment or volunteer assignment.

1.1.3. Reporting Change of License

An employee or volunteer must immediately notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver's license, permit, or other license or certification required for the performance of his/her assigned job.

1.2. Whistleblower Protection (Required for County and Incorporated City Employees per NRS 281.611)

1.2.1. Purpose

The purpose of this policy is to establish "whistleblower protection" for employees of the employer who report improper governmental action, per NRS 281.611-.671.

1.2.2. Definitions

"Improper governmental action" is defined as action taken by an officer or employee in the performance of official duties which is:

- In violation of state law or regulation;
- In violation of county code, ordinance, or regulation adopted by the employer;
- An abuse of authority;
- Of substantial and specific danger to the public health or safety;
 or
- A gross waste of public money.

1.2.2.1. Filing an Appeal (Required to be adopted by Ordinance per NRS 281.645)

An officer or employee who claims that a reprisal or retaliatory action was taken against the officer or employee for disclosing information concerning improper governmental action as defined above may file a written appeal with the human resources manager or appropriate authority.

"Reprisal or retaliatory action" includes:

- The denial of adequate personnel to perform duties;
- Frequent replacement of members of the staff;
- Frequent and undesirable changes in the office location:
- Refusal to assign meaningful work;
- Issuance of letters of reprimand or evaluations of poor performance;
- Demotion:
- Reduction in pay;
- Denial of a promotion;
- Suspension;
- Dismissal:
- · Transfer:
- · Frequent changes in working hours or workdays; or
- If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee, if such

action is taken in whole or in part, because the officer or employee disclosed information concerning improper governmental action.

A written appeal must be filed by the officer or employee within 60 days after the date the alleged reprisal or retaliatory action took place. The reprisal or retaliatory action must have occurred within two years after the date the officer or employee disclosed information concerning improper governmental action. The appeal must be filed with the human resources manager or appropriate authority on a form provided by the employer. The appeal must contain a statement that sets forth with particularity:

- The facts and circumstances under which the disclosure of improper governmental action was made; and
- The reprisal or retaliatory action that is alleged to have been taken against the officer or employee.

1.2.3. Appointment of Hearing Officers

As set forth by ordinance, hearing officers shall be appointed by the employer's governing board upon the recommendation of the appropriate authority. The qualifications of the hearing officers require a combination of education and experience in resolving disputes, adjudicating issues through the interpretation of statutes, rules or regulations, or serving as a hearing officer with the state.

1.2.4. Appeal Hearings

A hearing officer may reject an appeal form that is incomplete or otherwise insufficient to commence an appeal.

When an officer or employee alleging reprisal or retaliatory action requests an appeal hearing, s/he may represent themselves at the hearing or be represented by an attorney or other person of the employee's or officer's choosing. All testimony given at the hearing is under oath. The officer or employee alleging reprisal or retaliatory action presents his/her case first and must establish:

- That the officer or employee was an officer or employee on the date of the alleged reprisal or retaliatory action;
- That the officer or employee disclosed information concerning improper governmental action; and
- The alleged reprisal or retaliatory action was taken against him/her within two years after the date s/he disclosed the information concerning improper governmental action.

The employer then presents its case and must show that the employer did not engage in the alleged reprisal or retaliatory action, or that the action was taken for legitimate business purposes and was not the result of the disclosure of information regarding improper governmental action by the officer or employee. The employee or officer making the allegation must then show that the stated business purpose for the action was a pretext for the reprisal or retaliatory action.

If the hearing officer finds that the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing the person to desist and refrain from engaging in such action.

1.2.5. Prohibition of Threats or Coercion

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action. The provisions of this policy shall not be used to harass another officer or employee.

1.2.6. Disclosure of Untruthful Information

This policy does not preclude the employer from initiating proper disciplinary action against an individual who discloses untruthful information concerning improper governmental action.

1.2.7. Annual Summary

As required by NRS 281.661, a summary of this policy will be provided to employees on an annual basis.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER: 220
EFFECTIVE DATE: 4-5-11
REVISED: 12/22/16-12/05/17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Genetic Information Nondiscrimination Act (GINA)

II. Policy:

Employers with 15 or more employees must comply with the federal regulations associated with the Genetic Information Nondiscrimination Act (GINA). When requiring employees or applicants to see a health care provider for work-related medical exams, pre-employment physicals, ADA accommodations, fitness-for-duty exams, or similar work-related medical exams, the employer must state to the applicant, employee, AND the health care provider that no genetic information is sought by or to be relayed to the employer under Title II provisions of GINA.

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

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

NUMBER: 221
EFFECTIVE DATE: 08-03-10
REVISED: 12-05-17
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Telecommuting

I. Purpose

The purpose of this policy is to define the telecommuting program of the employer and the guidelines under which it will operate. Telecommuting is defined as working at an alternate worksite that is away from the main or primary worksite typically used by the employer.

Telecommuting is a mutually agreed upon alternative work location between the telecommuting employee and employer. Telecommunicating is not an employee benefit, but rather a work alternative <u>or possible accommodation</u> based upon the job content, satisfactory work performance, and work requirements of the department and employer.

II. Scope

The policy applies to all employees, supervisors, and managers who are approved to telecommute as a work alternative. All supervisors, managers, and department heads must be familiar with the contents of this policy.

A. Requesting Permission to Telecommute

An employee who wishes to request a telecommuting arrangement shall submit a written request for approval to his/her supervisor. The form shall be approved by the appropriate department head with concurrence of the Administrative Officer/Personnel Director before employee may telecommute. Employees requesting telecommuting as an ADA accommodation shall make such requests to their supervisor and the ADA coordinator (see Policy 205).

B. Employee Rights and Responsibilities

- Except as specified in this policy or agreed to in the individual telecommuting
 agreement signed by the employee, employee rights and responsibilities are not
 affected by participating in telecommuting. An employee's compensation, benefits,
 and expected total number of hours worked will not change regardless of work
 location.
- No benefits provided by employer are enhanced or abridged by the implementation
 of a telecommuting agreement. All forms of telecommuting imply an employeeemployer relationship. The employee is expected to adhere to all of the same
 policies, regulations, and performance expectations established for all employees of
 employer.
- 3. Telecommuting employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while telecommuting. The employee must generate a <u>written</u> synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the supervisor, department head, and/or employer.
- Office needs will take precedence over telecommute days. An employee must forgo
 telecommuting if needed in the office on the regularly scheduled telecommute day.
- 5. The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Equipment supplied by employer is to be used for business purposes only. Any additional financial burden resulting from the telecommuting arrangement is solely the responsibility of the employee <u>unless the arrangement is identified as the ADA reasonable accommodation in which case, the situation will be addressed individually.</u>
- Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care.

C. Employer Rights and Responsibilities

- Participation in a telecommuting agreement is at the sole discretion of the employer.
 Except as specified in this policy or agreed to in the individual telecommuting agreement, employer rights are not affected by an employee's participation in telecommuting.
- 2. The employer will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment. Employer must manage the work of employees in their area of responsibility and assure that employees receive the assistance they need to accomplish their responsibilities.
- The employees will be given as much advance notice as possible if they will be needed in the office on the regularly scheduled telecommute day.
- 4. Each telecommuting agreement will be discussed and renewed at least annually, or whenever there is a major job change <u>or other need to discuss and renew the agreement</u>. Because telecommuting is selected as a feasible work option based on a combination of job characteristics, employee performance, and employer needs, a change in any one of these elements may require a review of the telecommuting agreement.
- 5. Employer may, upon request, inspect the employee's alternate workspace for safety and workers' compensation concerns.

D. Termination of Telecommuting Agreement

- Employer and/or employee may terminate the telecommuting agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not a requirement.
- 2. The opportunity to participate in a telecommuting agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Employees must notify their supervisor of any changes to their standard workweek (i.e. sickness, health care provider visits, or annual leave). Failure to maintain a proper work environment, as determined by employer, provides cause for discipline and the termination of the employee's telecommuting agreement.
- 3. Approval for any telecommuting request is based upon employer and department requirements as determined by the employer. Employees previously participating in a telecommuting agreement are not assured a telecommuting agreement in the future. Note: If telecommuting is considered as a reasonable accommodation, the employer and employee will follow the employer's ADA policy and process, to include proper use of appropriate forms and procedures.

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

STOREY COUNTY ADMINISTRATIVE	NUMBER:	222
POLICIES AND PROCEDURES	EFFECTIVE DATE:	12/05/17
	REVISED:	
	AUTHORITY:	BOC
	COUNTY MANAGER:	PAW

I. Purpose

The purpose of this policy is to establish "whistleblower protection" for employees of the employer who report improper governmental action, per NRS 281.611-.671.

II. Definitions

"Improper governmental action" is defined as action taken by an officer or employee in the performance of official duties which is:

- In violation of state law or regulation;
- In violation of county code, ordinance, or regulation adopted by the employer;
- An abuse of authority;
- Of substantial and specific danger to the public health or safety; or
- A gross waste of public money.

III. Filing an Appeal

An officer or employee who claims that a reprisal or retaliatory action was taken against the officer or employee for disclosing information concerning improper governmental action as defined above may file a written appeal with the Administrative Officer and/or Personnel Director or appropriate authority.

"Reprisal or retaliatory action" includes:

- The denial of adequate personnel to perform duties;
- Frequent replacement of members of the staff:
- Frequent and undesirable changes in the office location;
- Refusal to assign meaningful work;
- Issuance of letters of reprimand or evaluations of poor performance;
- Demotion:
- Reduction in pay;
- Denial of a promotion;
- Suspension;
- · Dismissal:
- · Trunsfer,
- · Frequent changes in working hours or workdays; or
- If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee, if such action is taken in whole or in part, because the officer or employee disclosed information concerning improper governmental action.

A written appeal must be filed by the officer or employee within 60 days after the date the alleged reprisal or retaliatory action took place. The reprisal or retaliatory action must have occurred within two years after the date the officer or employee disclosed information concerning improper governmental action. The appeal must be filed with the Administrative Officer and/or Personnel Director or appropriate authority on a form provided by the employer. The appeal must contain a statement that sets forth with particularity:

- The facts and circumstances under which the disclosure of improper governmental action was made; and
- The reprisal or retaliatory action that is alleged to have been taken against the officer or employee.

IV. Appointment of Hearing Officers

As set forth by ordinance, hearing officers shall be appointed by the governing board upon the recommendation of the appropriate authority. The qualifications of the hearing officers require a combination of education and experience in resolving disputes, adjudicating issues through the interpretation of statutes, rules or regulations, or serving as a hearing officer with the state.

V. Appeal Hearings

A hearing officer may reject an appeal form that is incomplete or otherwise insufficient to commence an appeal.

When an officer or employee alleging reprisal or retaliatory action requests an appeal hearing, s/he may represent themselves at the hearing or be represented by an attorney or other person of the employee's or officer's choosing. All testimony given at the hearing is under oath. The officer or employee alleging reprisal or retaliatory action presents his/her case first and must establish:

- That the officer or employee was an officer or employee on the date of the alleged reprisal or retaliatory action;
- That the officer or employee disclosed information concerning improper governmental action; and
- The alleged reprisal or retaliatory action was taken against him/her within two years after the date s/he disclosed the information concerning improper governmental action.

The employer then presents its case and must show that the employer did not engage in the alleged reprisal or retaliatory action, or that the action was taken for legitimate business purposes and was not the result of the disclosure of information regarding improper governmental action by the officer or employee. The employee or officer making the allegation must then show that the stated business purpose for the action was a pretext for the reprisal or retaliatory action.

If the hearing officer finds that the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing the person to desist and refrain from engaging in such action.

VI. Prohibition of Threats or Coercion

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of

information concerning improper governmental action. The provisions of this policy shall not be used to harass another officer or employee.

VII. Disclosure of Untruthful Information

This policy does not preclude the employer from initiating proper disciplinary action against an individual who discloses untruthful information concerning improper governmental action.

VIII. Annual Summary

As required by NRS 281.661, a summary of this policy will be provided to employees on an annual basis.

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017 Agenda Item Type: Consent Agenda Estimate of Time Required: 0-5 min.

ida Item Type: Consent Agenda	
. <u>Title:</u> For possible action, Appracounts payable claims in the a	oval of payroll claims in the amount of \$879,747.27 and amount of \$805,123.02.
. Recommended motion: Appro	ve as part of the Consent Agenda.
. Prepared by: Vanessa	
Department: Treasurer	Contact Number: 775.847.0969
. Staff Summary: Attached.	
. Supporting Materials: See atta	ached
. Fiscal Impact: 0	
. Legal review required: No	
. Reviewed by:	
Department Head	Department Name: Treasurer
County Manager	Other Agency Review:
. Board Action:	
[] Approved	[] Approved with Modification
[] Denied	[] Continued

STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 11/01/17 15:48:22

Payroll Type: Special Payroll Groups: 1

Period-end Date: 10/31/17

Page 2 FINAL

Check Date: 11/01/17

Check/ Emp #/ DD # Ded # Payee

Amount

478.87 Total User Transfer for EFTPS:

00.

Total Deductor Checks:

00. 3,383.70 00. Total Employee Deds Xferd on Dir Dep File: Total Employee Direct Deposit: Total Employee Checks:

00. Total User Transfer to Deductor:

3,862.57 Total Disbursed:

Approved by the Storey County Board of Commissioners:

COMMISSIONER COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 11/02/17 15:07:51

Payroll Type: Special Payroll Groups: 4

Check/ Emp #/ DD # Ded # Payee

Check Date: 11/02/17

Period-end Date: 10/29/17

Page 2 FINAL

Amount

1,807.48 Total User Transfer for EFTPS:

00. 6,661.79 Total Employee Direct Deposit: Total Deductor Checks: Total Employee Checks:

00. 00.

1,505.67 Total User Transfer to Deductor:

Total Employee Deds Xferd on Dir Dep File:

9,974.94 Total Disbursed:

Approved by the Storey County Board of Commissioners:

COMMISSIONER COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

Rept: PR0510A Run: 11/01/17 15:08:07

Payroll Type: Regular Check Date: 11/03/17
Payroll Groups: 1 2 3 4 5 6 7 8 9

Amount

Emp #/ Ded # Payee

Check/ DD #

STOREY COUNTY PAYROLL SYSTEM Check Register

Period-end Date: 10/29/17

58,839.96 112,738.55 Total User Transfer for EFTPS: Total Deductor Checks:

88.668 282,488.90 Total Employee Direct Deposit: Total Employee Checks:

15,270.25 Total Employee Deds Xferd on Dir Dep File:

3,874.74 Total User Transfer to Deductor:

474,112.28 Total Disbursed:

Approved by the Storey County Board of Commissioners:

COMMISSIONER COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

Page 5 FINAL

STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 11/15/17 15:53:25

Page 5 PRELIMINARY

Period-end Date: 11/12/17

Payroll Type: Regular Check Date: 11/17/17 Payroll Groups: 1 2 3 4 5 6 7 8 9

Amount

Check/ Emp #/ DD # Ded # Payee

66,052.74 Total User Transfer for EFTPS:

14,968.85 2,510.90 Total Deductor Checks: Total Employee Checks:

287,898.74 15,697.25 Total Employee Deds Xferd on Dir Dep File: Total Employee Direct Deposit:

3,130.92 Total User Transfer to Deductor:

Approved by the Storey County Board of Commissioners:

390,259.40

Total Disbursed:

COMMISSIONER COMMISSIONER CHAIRMAN

COMPTROLLER

TREASURER

STOREY COUNTY PAYROLL SYSTEM Check Register Rept: PR0510A Run: 11/22/17 15:39:25

Payroll Type: Special Payroll Groups:

Check/ Emp #/ DD # Ded # Payee

Check Date: 11/23/17

Period-end Date: 11/23/17

Amount

00.

1,391.00

137.08

Total User Transfer for EFTPS:

Total Deductor Checks: Total Employee Checks: 00. 00. .00

Total Employee Deds Xferd on Dir Dep File:

Total Employee Direct Deposit:

Total User Transfer to Deductor:

Total Disbursed:

COMMISSIONER

COMMISSIONER

CHAIRMAN

COMPTROLLER

TREASURER

Approved by the Storey County Board of Commissioners:

1,528.08

Page 2 FINAL

Report No: PB1390 Run Date: 11/14/17 CHECK FISCAL NUMBER YEAR RECORD# VENDOR NAME

2018

AMES CONSTRUCTION 4218

STOREY COUNTY
TYPED CHECKS REGISTER
CHECK CHECK
COUNT TOTAL DATE AMOUNT

576,781.32 11/14/17

576,781.32

INVOICE#

DATE

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

576,781.32

TYPED CHECKS TOTAL

COMPTROLLER

TREASURER

CHAIRMAN

DESCRIPTION

Page

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PAY REQ #2 SEWERLINE USDA 92-07

COMMISSIONER COMMISSIONER

STOREY COUNTY
TYPED CHECKS REGISTER
CHECK CHECK
TOTAL DATE AMOUNT Report No: PB1390 Run Date: 11/15/17 CHECK FISCAL NUMBER YEAR RECORD# VENDOR NAME 4275 2018

9,450.00

CHRISTMAS BUDGET CHRISTMAS BANK 2017

DESCRIPTION

2017

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INVOICE#

10,950.00 TYPED CHECKS TOTAL

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER COMMISSIONER

DATE

10,950.00 11/16/17

LIQUID BLUE EVENTS LLC

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Run Date : 11/21/17

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90580	CURTIS, TRACY	PLANS EXAM PER DIEM		11/22/17	82779	150.00	00 051
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90584	ELLIOTT AUTO SUPPLY INC	PANTS X 2		11/22/17	82708	103.97	103.97
	4	FR45143 FUEL WATER SEPARA SO 66025 OLL PAN SOG6025 OLL PAN FIRE WT27 BELT FR65597 TRANS FLUID FR45143 BATTERIES SOG2213 SENSOR PR65611- EXHAUST SENSOR PR65611- EXHAUST SENSOR PR65611- EXHAUST SENSOR PR65611- EXHAUST SENSOR PR65918 FILTER CARB MNT FR69948 FILTERS SOG2213 VALVE FR59811 BATTERS		11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17 11/22/17	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	17.2 % % % % % % % % % % % % % % % % % % %	

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EMS SUPPLIES 100 TOLL RD 9 HRS @ \$45 D BATTERIES BATTERIES IT STOCK SERVICE VICES PES GOLDEN GATE/SET PETROLEUM INTERMOUNTAIN SLURRY SEAL IRON MOUNTAIN INFO MGT IN LANGUAGE LINE SERVICES IN EVERBANK COMMERCIAL FIN FCC COMMUNICATIONS, LLC GRANITE CONSTRUCTION CO HOT SPOT BROADBAND INC LIQUID BLUE EVENTS LLC GREAT BASIN TERMITE & FARR WEST ENGINEERING GTP INVESTMENTS LLC L N CURTIS & SONS FASTENAL COMPANY JOHN MOHLER & CO LIFE-ASSIST INC GRANSBERY, TOM ITI SOURCE LLC FERRELLGAS LP Run Date : 11/21/17 GRAINGER JBP LLC VENDOR 90588 90590 90595 CHECK NUMBER 90585 90586 90587 90589 90591 90593 90594 90596 90597 90598 90599 90906 90592 90602 90603 90605 90600 90601 90604 Report

STOREY COUNTY	CHECK REGISTER 11/22/17	
Report No: PB1315	Run Date : 11/21/17	CHECK

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	AMOUNT	2,285.00	88.00	79.36	3.65	35.61	116.78	182.95	199.58	49.76	1 1	47.08	000	00.001	93.06	5.49	1,677.00	5,799.87	115.50	1,840.10	2,855.00	2,804.75	21. 21.	170.75	119.98	20.37	24.99	4.76	148.73	16.99		6,05	227.13	000	P 0 . 27 H	1,650.00	633.60	80.00	
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NUMBER N	ERMA		INMATE MILK		11/22/17	82704	56.00	7
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PW REG 470 / DSL 246 11/22/17 82726 PW-REG 415 / DSL 164 11/22/17 82726	OMAS	PETROLEUM LLC	REPAIR CONTROL		11/22/17	82742	66.00	66.00
			470 / DSL 415 / DSL		11/22/17	82726 82726	1,624.69	

Report No: PB1315 Run Date : 11/21/17	PB1315 11/21/17	STOREY COUNTY CHECK REGISTER 11/22/17	TTY 11/22/17			Page 6
CHECK	VENDOR	INVOICE DESCRIPTION P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
90646	THURSTON, BILL K.					11.00
90647	TRI GENERAL IMPROVEMENT	SNOW MARKERS	11/22/17	82744	435.00	435.00
		1705 PERU -W/S 7K	71/22/11	82727	196.67	0000
90648	UNITED SITE SERVICES OF N		17/22/11	7	0.440	000000000000000000000000000000000000000
90649	V & T ROCK, INC	HALLOWEEN PARADE	11/22/17	82687	42.90	42.90
90650	CECA	TYPE II BASE	11/22/17	82754	1,156.98	1,156.98
9		OFFICE SUPPLIES	11/22/17	82691	44.76	
		11/8/17	11/22/17	82691	40.00	
		R. EWING	11/22/17	82691	200.00	
		MAILED PCKG TO VISITOR	11/22/17	82691	8,35	293.11
90651	VIRGINIA CITY TOURS INC					
			11/22/17	82776	464.00	
		11/2-11/15 2017	11/22/17	82776	100.00	
90652	OBE SELECTION OF THE PROPERTY		11/22/17	82776	14.00	578-00
1	STREET E SCOOLSTES	SECTIONS TRANSPORT	71/00/11	00100	000	00 101
90653	WASHOE CO CORONER	CODITION SERVICES	11/22/11	26120	7,101,00	7, 10, 100
		& AUTOPSY	11/22/17	82682	1,449.30	
		TOX & AUTOPSY FEES	11/22/11	82682	5,240.10	6,689.40
90654	WASHOE COUNTY SENIOR SERV	FLOC FOO STEEM GOODSOOL	71/00/11	337.00	900	100 60
90655	WATERS SEPTIC TANK SV DBA		17/22/11	00/70	70000	T, 120.03
		GH SEPTIC	11/22/17	82758	2,560.00	2,560.00
90656	WESTERN ENVIRONMENTAL LAB					
1000	SHARTMAN VARIETY MERMORE	WETLAB	11/22/17	82759	20.00	20.00
	THE COLUMN	NOTARY PUB ERRORS/OMISS	11/22/17	82764	143.75	143.75

CHECKS TOTAL 200,020,47

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECK DATE 11/22/17					
CHECK DA	COMPTROLLER	TREASURER	CHAIRMAN	COMMISSIONER	COMMISSIONER
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STOREY COUNTY	DESCRIPTION	GAS-TRAINING IN LV 11/22/17 BOSTAGE REC OFFICE 11/22/17 HUTCHS/11/11 11/22/17 SATELLITE PHONE 11/22/17 WEW VEHICLE REG X 11/22/17 NEW VEHICLE REG X 11/22/17 J. HOLMAN 11/22/17 J. SERETTA 11/22/17 J. SKRETTA 11/22/17 J. SKRETTA 11/22/17 CODE - RESDENTIAL 11/22/17 CODE - RESDENTIAL 11/22/17 CODE - RESDENTIAL 11/22/17 COMDEV DSL T. SKRETTA 11/22/17 COMDEV DSL T. STARFTY 11/22/17 TO STATE DETAINED 11/22/17 J. J	
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Report No: PB5480ST	PC NUMBER VENDOR	WELLS.	

17,371,23 17,371.23

STOREY COUNTY PURCHASE CARD REGISTER

DESCRIPTION

FUND-DEPT INVOICE #

Report No: PB5480ST Run Date : 11/21/17 PC NUMBER VENDOR

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

CWEEL YN H.

TREASURER

COMMISSIONER

COMMISSIONER

CHAIRMAN

DATE TRANS#

CARD

Page 2

AMOUNT



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	12/5/17	Estimate of time required:
Agenda: Consent [x]	Regular agenda [Public hearing required []
Title: First reading home based bu	for General Busine siness, The Supply	ess License. Applicant is Jonathan Deitrich, owner of a SGT, at 450 S E St, Virginia City, NV 89440.
General Busine	ess License for Jona	approve as part of the consent agenda the first reading, athan Deitrich, owner of a home based business, The nia City, NV 89440.
3. Prepared by: Brand	dy Gavenda, Admii	nistrative Assistant
Department: SCSC)	Telephone: 775-847-0959
at 450 S E St, V	nt is Jonathan Deit. Virginia City, NV	
5. <u>Supporting materia</u> 6. <u>Fiscal impact</u> : Non		Agenda letter
Funds Availabl	e: Fu	und: Comptroller
7. Legal review requi	red:	_ District Attorney
B. Reviewed by: _X_ Department	ent Head	Department Name: Gerald Antinoro
County M	lanager	Other agency review:
Board action:		
[] Approve	ed []	Approved with Modifications Continued



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro Sheriff

November 17, 2017

To: Vanessa Stephens, Clerk's Office

Pat Whitten, County Manager

Tou Dans

Brandy Gavenda

Please add the following item(s) to the December 5, 2017 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

A. General Business License - Applicant is Jonathan Deitrich, owner of a home based business, The Supply SGT, at 450 S E St, Virginia City, NV 89440.



Storey County Board of County Commissioners Agenda Action Report

	ting date: December 5, 2017 la Item Type: Consent Agenda	Estimate of Time Required: 0-5 min.
1.	Title: For possible action, approval of	f Treasurers Report for October 2017.
2.	Recommended motion: Approve as 1	part of the Consent Agenda.
3.	Prepared by: Vanessa	
	Department: Treasurer	Contact Number: 775.847.0969
4.	Staff Summary: Report is attached.	
5.	Supporting Materials: See attached	
6.	Fiscal Impact: 0	
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

October 2017

TOTAL	2,213.64	402.99 376.11	376.11 587.92	587.92 3,580.66	4,011.51 7,592.17 1,092,859.43 86.97 1,092,946.40	1,100,546.57	\$ 1,100,546.57	*****	298.90 298.90	597,879.14	5. 25 (2. 18)
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Report No: TR2100 Run: 11/27/17 14:13:18

STOREY COUNTY TREASURER
TREASURER'S ACCOUNTING
MONTHLY BALANCING SHEET
FOR 10/2017

ENDING BALANCE	00*	8.947.36	5,123.70	00	00.	27,818,869.87	7,159,202.50	8,178,894,70	439.30	1,100:00	2,000:00	200:00	21,953,662,93-	489,677,74-	00*	780,889.22-	461,11-	99,899,54	00	00,	84,876-27-	43,215,00	504,029-52-	1,669,177-52-	1,892,549,08-	1,237,237,04-	1,000,000,000-	-00.099	00.	322,577.14-	3,115,918.67-	40:00-	460,997:95-	88,353,27-	100,497:65-	745,126,38-	48,864:78-	12,426.43-	32,607.60-	00.	122,857.90-	2,826,665.30-	85,692.92-	318.03-	713,893.69-	215,837.61-	3,394,384.84-	207,140,83-	208,545,65-	-000,000,000	00.	.00	
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Storey County Board of County Commissioners Agenda Action Report

	Esti	mate of time required: 0 - 5
Agenda: Consent [X] Regula	ar agenda [] Public hearin	ng required []
1. <u>Title:</u> Business License Fir	st Readings Approval	
2. Recommended motion: No approve all first readin	one required (if approved a gs (if removed from conse	as part of the Consent Agenda) I move to nt agenda by request).
B. <u>Prepared by:</u> Melissa Field		
Department: Community I	Development	Telephone: 847-0966
A. Staff summary: First reading approved on the consert Commissioners' meeting.	nt agenda. The application	license applications are normally as are then submitted at the next
A	Codd Civir	
. Supporting materials: See	attached Agenda Letter	
	e attached Agenda Letter	
	e attached Agenda Letter Fund:	Comptroller
Fiscal impact: Funds Available: Legal review required:		T. 1
i. Supporting materials: See i. Fiscal impact: Funds Available: Legal review required: Reviewed b. A. Department Feat	Fund: District Attorn	ney
Fiscal impact: Funds Available: Legal review required:	Fund: District Attorn	ney Name:

Storey County Community Development



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

To: Vanessa Stephens, Clerk's Office Pat Whitten, County Manager November 22, 2017 Via email

Fr: Melissa Field

Please add the following item(s) to the December 5, 2017, COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. TACTICAL CONTROLS General / 943 W. Overland Rd ~ Meridian, ID
- B. VERTECH INDUSTRIAL SYSTEMS, LLC General / 4409 E. Baseline Rd ~ Phoenix, AZ
- C. ZERO CHAOS General / 420 S. Orange Ave ~ Orlando, FL
- D. EXPRESS JANITORIAL General / 418 S. Rock Blvd ~ Sparks, NV
- E. DELTA MOLD General / 9415 Stockport Pl. ~ Charlotte, NC
- F. HDR General / 6805 Double R Blvd ~ Reno, NV
- G. APEX General / 4400 Cox Rd ~ Glen Allen, VA
- H. CONCRETE VALUE CORP OF NEVADA General / 695 Edison Way ~ Reno, NV
- I. JOHN GHILIERI Contractor / 3455 Thornhill Ct ~ Reno, NV
- J. MY FRIENDS General / 2995 Scottsdale Rd ~ Reno, NV
- K. NATHAN OSBORNE, DBA: STIX & STRIPS General / 6016 Plumas ~ Reno, NV
- L. MOORE THAN LOCKS General / 7565 Halifax Dr. ~ Reno, NV
- M. SILVER SAGE WATER CO, LLC General / 129 Ashley Way ~ Reno, NV
- N. TACOS EL GORDO General / 5330 Torobie Dr. ~ Sun Valley, NV
- O. KNA SOLUTIONS LLC General / 2035 Sunset Lade Rd ~ Newark, DE
- P. FIRE EXTINGUISHER SERVICE CENTER Contractor / 260 Freeport Blvd ~ Sparks, NV
- O. EDEGARDO CANDIDO Handyman / 44 "G" St. ~ Virginia City, NV
- R. ELRINGKLINGER SILICON VALLEY, INC General / 2 Max-Eym-Strasse ~ Dettingen Erms, Germany
- S. NORTHSTAR ELEMENTS, LLC General / 1215 Alexandria ~ McCarran, NV
- T. PEARLY CAKES MERCANTILE General / 465 S "C" St ~ Virginia City, NV
- U. PAC VAN INC. General / 9155 Harrison Park Ct. ~ Indianapolis, IN
- V. SAN-EI TECH LTD. General / 7-1-15 Kashiwa ~ Chiba, Japan
- W. RAPID CONSTRUCTION INC Contractor / 3072 Research Way ~ Carson City, NV
- X. PRECIOUSE HOLDING, DBA: BAM!DOG HOT DOGS General/1795 Laurel Ridge ~ Reno, NV
- Y. SOFTWARE SPECIALISTS INC General/401 Smith Dr ~ Cranberry Township, PA
- Z. PRISM SYSTEMS SOFTWAREM, INC General / 200 Virginia St ~ Mobile, AL
- AA. ESC, Inc. General / 1922 N. Broadway Ave ~ Springfield, MO

ec: Community Development Commissioners' Office

Planning Department Comptroller's Office Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date:		Estimate of time required:							
Agenda: Consent []	Regular agenda [X]	Public hearing required []							
Title: A resolution county busine		Linda Larson & Botcha-Caloops as the 2017 Storey							
2. Recommended me	otion; Pass								
3. Prepared by: Den	y Dotson								
Department:	VCTC	Telephone:							
competitive cl organization t	limate, Storey County hat has shown signific to the residents of Vir	ating what it takes to start a business in today's each year recognizes and awards a business or cant achievements or have made significant reginia City and or Storey County.							
6. Fiscal impact: N/A	A								
Funds Availab	ole: Fun	nd: Comptroller							
7. Legal review requ	nired: N/A	District Attorney							
8. Reviewed by: _X_ Departme	ent Head	Department Name: Commissioner's Office							
County I	Manager	Other agency review:							
9. Board action: [] Appro [] Denied		Approved with Modifications Continued							

RESOLUTION NO: 17-478

A RESOLUTION HONORING BRUCE AND LINDA LARSON & BOTCHA-CALOOP'S AS THE 2017 STOREY COUNTY BUSINESS OF THE YEAR

WHEREAS THIS AWARD WILL BE GIVEN TO A STOREY COUNTY BUSINESS OR ORGANIZATION THAT HAS SHOWN SIGNIFICANT CONTRIBUTIONS TOWARDS THE ECONOMIC STABILTY IN STOREY COUNTY

WHEREAS BRUCE AND LINDA LARSON & BOTCHA-CALOOP'S HAVE SHOWN NEARLY 20 YEARS OF EXTRAORDINARY ENTREPRENEURSHIP, MARKET INNOVATION, STRONG COMMUNITY RELATIONS AND CONTRIBUTIONS TOWARDS FULFILLING A NEEDED SERVICE IN VIRGINIA CITY

THEREFORE LET IT BE KNOWN TO ALL PRESENT THAT THE BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY DO HEREBY RESOLVE TO COMMEND AND HONOR BRUCE AND LINDA LARSON & BOTCHA-CALOOP'S FOR THEIR CONTINUED AND EXEMPLARY SERVICE TO THE PEOPLE OF STOREY COUNTY

PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER 2017 BY THE FOLLOWING UNANIMOUS VOTE

By: Marshall McBride, Chairman	By:Lance Gilman, Vice Chairman
By:	By: Vanessa Stephens, Clerk / Treasurer
Date:	



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017
Agenda Item Type: Regular Agenda

Estimate of Time Required: 5-15 min.

end	la Item Type: Regular Agenda					
1.	Title: Work Card appeal for Haley Hartman.					
2.	Recommended motion: No	ne.				
3.	Prepared by: Kris Thompson					
	Department: Public	Contact Number: Unknown				
4.	Staff Summary: Requested by Kris Thompson					
5.	Supporting Materials: See attached					
6.	Fiscal Impact: 0					
7.	Legal review required: No					
8.	Reviewed by:					
	Department Head	Department Name: Public				
	County Manager	Other Agency Review:				
9.	Board Action:					
	[] Approved	[] Approved with Modification				
	[] Denied	[] Continued				

From: Brandy Gavenda <bgavenda@storeycounty.org>

Date: Wednesday, November 8, 2017 at 9:25 AM **To:** Jennifer <jennifer@worldfamousbrothel.com>

Cc: Gerald Antinoro <gantinoro@storeycounty.org>, Jennifer Burns

<jburns@storeycounty.org>, MaryLynne Bacus <mbacus@storeycounty.org>

Subject: Work Card

Hi Jennifer,

To follow up in regards to the state of the

surrendered.

She may now apply for a work card with us.

Thanks! Brandy

Brandy Gavenda

Administrative Assistant

Storey County Sheriff's Office

PO Box 498 Virginia City, NV 89440

Phone: 775-847-0959 Fax: 775-847-0924

UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES DIVISION CLARKSBURG, WV 26306

USNCRD09Z PART 2

NCN E2017257000000297471

- FBI IDENTIFICATION RECORD - FBI UCN-

NAME

FBI UCN

DATE REQUESTED 2017/09714

RACE

SEX

BIRTH DATE

WEIGHT HEIGHT 120 504

HAIR EYES BRO

BIRTH PLACE

PATTERN CLASS

CITIZENSHIP UNITED STATES

LS LS LS WU RS RS WU WU RS RS

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1-ARRESTED OR RECEIVED 2010/09/22 SID- CA31497323 AGENCY-POLICE DEPARTMENT LOS ANGELES (CA0194200) AGENCY CASE-2486715

FINGERPRINT INFORMATION BSI/1000079059512 PRINT DATE/2010/09/22

CHARGE 1-001 COUNTS OF HIT AND RUN, PROP DAMAGE

RECORD UPDATED 2017/09/14

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

IT IS PROVIDED FOR OFFICIAL THE USE OF THIS RECORD IS REGULATED BY LAW. USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

TO WHOM it may concern !

On or aprind September 4HH 2017, I received a phone call from Sheriff. He stated he had some questions regurding my amest history back when I was 14. He stated it was not going to be used against me or previent me from obtaining my Sherifts "Courd He then proceeded to cisto me it i used any other pames at the time of the arrest, I said I did and then he cested if I remembered wheet the name was, I said I was not sure but I think it was . He then said that was close enough and theet was it.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017	Estimate of time required: 15	min.
Meeting date. December 5, 2017	Estimate of time r	equirea: 15

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

- 1. <u>Title:</u> DISCUSSION/POSSIBLE ACTION: Approval of Resolution 17-479 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 \$25,000,000 for the purpose of assisting in the financing of constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy to be used for converting municipal solid waste into renewable fuel products located at 3600 Peru Drive in the Tahoe-Reno Industrial Center and/or the improvements to and equipping of the facility owned and operated by Fulcrum used for the preliminary sorting and processing of municipal solid waste located at 350 Saddle Court in Mustang, Nevada, both locations being in Storey County, Nevada. Approval of the County is required pursuant to NRS 349.580(2).
- 2. Recommended motion: I, (Commissioner), move for approval of Resolution 17-479 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 \$25,000,000 for the purpose of assisting in the financing of constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy to be used for converting municipal solid waste into renewable fuel products located at 3600 Peru Drive in the Tahoe-Reno Industrial Center and/or the improvements to and equipping of the facility owned and operated by Fulcrum used for the preliminary sorting and processing of municipal solid waste located at 350 Saddle Court in Mustang, Nevada, both locations being in Storey County, Nevada. Approval of the County is required pursuant to NRS 349.580(2).

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: Draft Resolution 17-479

Director's Findings Resolution 17-463 Resolution 17-468

6. Fiscal impact: No

Funds Available: N/A Fund: ____Comptroller

7. Legal review required: Yes		_KL District Attorney
8. Reviewed by:		
Department Head		Department Name: Commissioner's Office
County Manager		Other agency review:
9. Board action: [] Approved [] Denied	[]	Approved with Modifications Continued Agenda Item No.

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. The Board of Commissioners also approved Resolution #14-468 at their August 1, 2017 meeting which approved the Director of the Department of Business & Industry with regards to bond financing in an amount not to exceed \$150 million thru them for Fulcrum. Fulcrum has now made a second application for additional financing in an amount not to exceed \$25,000,000. The Director's findings, which are outlined on pages 4 thru 6 of the Memorandum of 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 once again 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 additional bond financing thru the State. Staff recommends approval of Resolution #17-479. Representatives from the Department of Business & Industries will be present to answer any questions.

RESOLUTION NO. 17-479

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, inclusive, for the purpose of assisting in the financing or a refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by the Operator to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, 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 Storey County, Nevada" (the "Director's Findings"), contained in a Memorandum of Findings, dated November 27, 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 NRS 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, the existence of all discretionary approvals

necessary for the construction, improvement, rehabilitation or redevelopment of the project 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.
- Nothing in this Resolution obligates the County in any way with respect to the Project or the Bonds.
- 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.
- 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	

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY OFFICE OF THE DIRECTOR

MEMORANDUM OF FINDINGS

TO:

Nevada State Board of Finance and Storey County Board of County

Commissioners

FROM:

CJ Manthe, Director, State of Nevada Department of Business

and Industry

DATE:

November 27, 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 Biorefinery and Feedstock Processing Facility

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 Nevada 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 \$25,000,000 Director of the State of Nevada Department of Business and Industry Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project) (Green Bonds) in one or more series or issues (the "Bonds"). Currently the Director expects to issue approximately \$21,960,000 in aggregate principal amount of the Bonds in December 2017, and approximately \$3,040,000 in aggregate principal amount of the Bonds in 2018 contingent upon its receipt of 2018 volume cap and an opinion of bond counsel. 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 that the Director issue the Bonds on its behalf. Proceeds from the sale of the Bonds will be used for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project"). Bonds in the aggregate principal amount of up to \$25,000,000 (excluding any original issue premium or discount) may be issued with respect to either component of the Project identified herein; however, the aggregate amount of Bonds to be issued for the Project will not be greater than \$25,000,000.

The Board of Finance and the County Commissioners previously approved certain findings of the Director, dated as of July 14, 2017, relating to the Director's \$150,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds) (the "Initial Bonds"). The Initial Bonds were issued on October 27, 2017 and the proceeds thereof are being used to finance a portion of the costs of the acquisition, construction and equipping of the Biorefinery.

Fulcrum submitted its application for this industrial development bond financing to the Director on November 15, 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 Agreement dated November 21, 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 or refinance the Project on November 21, 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. 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 December 4, 2017. Upon approval of the Findings and the advice of a Special Committee, the Director expects to issue a certificate of private activity bond volume cap allocation on or about December 12, 2017 Subject to final approval from the Board of Finance and the County for the Project. Commissioners, the Bonds will be sold in a negotiated, limited public offering and are expected to be issued by the end of December 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 the 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 the 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 that 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 the County Commissioners approve the Findings as required by law, the financing may proceed. Issuance of the Bonds as tax-exempt obligations is contingent upon the satisfaction of the following conditions:

- 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.
- The issuance by the Director of a certificate of private activity bond volume cap allocation.
- 4. 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 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 November 15, 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 \$25,000,000 (excluding any original issue premium or discount) (the "Bonds"); and

WHEREAS, proceeds from the sale of the Bonds will be used for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site located at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, the "Project"). Bonds in the aggregate principal amount of up to \$25,000,000 (excluding any original issue premium or discount) may be issued with respect to either component of the Project identified herein; however, the aggregate amount of Bonds to be issued for the Project will not be greater than \$25,000,000; 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"):

 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 an approximately \$352 million investment in the Project located 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 technology performance insurance policy to be entered into by Indian Harbor Insurance Company, The Bank of New York Mellon Trust Company, N.A., as collateral agent, and the Borrower in connection with the issuance of the Bonds, 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, dated as of October 1, 2017, which was entered into in connection with the issuance of the Initial Bonds, as amended by a First Amendment to Financing Agreement to be entered into in connection with the issuance of the Bonds (together, the "Financing Agreement"), and (b) the Operator under the Guaranty Agreement to be entered into in connection with the issuance of the Bonds (the "Guaranty").
- 4. Pursuant to Section 349.580(2)(d) of the Act, based on the Financing Agreement, the Trust Indenture, dated as of October 1, 2017, as supplemented by a First Supplement to Trust Indenture to be entered into in connection with the issuance of the Bonds (together, the "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 that have been or will 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, improvement 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 table of governmental approvals and 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	e Application for
financing,	Fulcrum has requested the Director to issue the Bonds to assist in	the financing or
	g of the Project.	

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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 DEVELOPMENT PROJECT TO BE LOCATED IN 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, 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 \$25,000,000 (exclusive of any original issuance premium or discount).
- 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.
- 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, S&P Global Ratings, 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 U.S. 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.
- 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 inte	ended
	d upon by investors.	

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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 27th day of November, 2017

DIRECTOR OF THE STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

- CIX HOOL

Director

LIST OF EXHIBITS

- EXHIBIT A Financial Advisor Memorandum
- EXHIBIT B Office of Economic Development Approval
- EXHIBIT C County Support Resolution
- EXHIBIT D Reserved
- 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

- Revenue Bonds for Industrial Development Act (NRS 349.400 349.670)
- Regulations Pertaining to the Act (NAC 349.010-349.080)
- 3. Fulcrum Application
- 4. Trust Indenture, dated as of October 1, 2017, between the Director and the Trustee
- 5. First Supplement to Trust Indenture (draft), between the Director and the Trustee
- 6. Financing Agreement, dated as of October 1, 2017, between the Director and Fulcrum
- 7. First Amendment to Financing Agreement (draft), between the Director and Fulcrum
- 8. Preliminary Limited Offering Memorandum (draft) relating to the Bonds
- Bond Purchase Agreement (draft) among the Director, Fulcrum and the underwriters named therein
- 10. Guaranty Agreement (draft) of the Operator

EXHIBIT A

FINANCIAL ADVISOR MEMORANDUM

(Attached)



AN INDEPENDENT MUNICIPAL FINANCIAL ADVISORY
AND CONSULTING FIRM

November 27, 2017

C. J. Manthe
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 Manthe:

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 \$25,000,000 Environmental Improvement Revenue Bonds (industrial development revenue bonds) to finance the Fulcrum Project, as more fully described below.

The proposed financing is in concert with the initial financing recently completed in October 2017 of \$150,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project), Series 2017 (Green Bonds). As a part of the overall Fulcrum financing plan, its intent is to issue \$175,000,000 in bonds. Wherein the bonds mentioned above had an extremely high level of success with overwhelming market reception, rather than exploring other avenues to issue bonds, Fulcrum is approaching the B&I to issue the balance of the bonds for the project.

In responding to proposed federal legislation that could potentially impact the federal tax code that would eliminate the issuance of certain private activity bonds, Fulcrum is requesting the bonds be issued prior to December 31, 2017. The issuance of these bonds will provide a lower cost of borrowing than could otherwise be obtained, thus providing cash flow flexibility to the Project.

Whereas the first series of bonds were solely utilized to acquire, construct, improve, develop, equip and furnish the Biorefinery, this series of bonds will also reimburse Fulcrum for certain expenses related to the Feedstock Processing Facility component of the Fulcrum Project, in addition to proper reserves, potential capitalized interest, costs of issuance and related items.

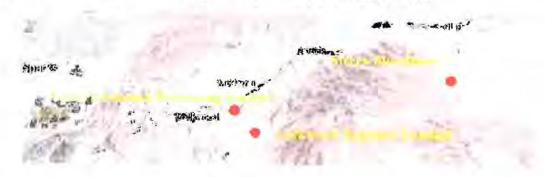
Introduction

Fulcrum originally 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. The first financing was completed successfully in October 2017. LYRB is now tasked, along with Gilmore & Bell, P.C., to review Fulcrum's second 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 175,000 tons of municipal solid waste (MSW) diverted from the local landfill, into approximately 10.5 million gallons of low-carbon transportation fuel to be utilized primarily for airline fuel, but also potentially for military purposes.



The entire Fulcrum Project is located in Storey County, Nevada and is being constructed in two phases.

Phase 1, located at 350 Saddle Court, Mustang, Storey County, is the Feedstock Processing Facility where the MSW is sized, sorted and processed to meet the specifications of the Biorefinery. The Feedstock Processing Facility is approximately 65,000 square feet with a capacity to process more than 1,500 tons of MSW per day and is strategically located on 10-acres adjacent to the Lockwood Regional Landfill. The Feedstock Processing Facility utilizes conventional MSW 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 the feedstock.

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. Proceeds from the second issuance of bonds will finance approximately \$8.5 million of equipment upgrades for the Feedstock Processing Facility.

Phase 2 of the Project, located at 3600 Peru Drive, in the Tahoe Reno Industrial Center, Storey County, is the 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 Processing facility. The Biorefinery employs commercially proven equipment deployed in a proprietary and innovative process utilizing a steam-reforming gasifier that converts the MSW-derived feedstock into syncrude. This syncrude product will be transported to Andeavor (formerly known as Tesoro Corporation) refinery to be further processed into transportation fuel.



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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 Fulcrum Project which is expected to begin operations in early 2020.

Additional site and facility photos are in Appendix A.



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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 10.5 million gallons of syncrude per year at full capacity. Fulcrum entered into agreements with its strategic partners to provide the MSW (Waste Management of Nevada), refine the syncrude (Andeavor Offtaker) and take delivery of the final transportation 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
- o Future plans include a 30 million gallon a year expansion totaling \$450 million

Job Creation

- Anticipated \$9.4MM in expected payroll increase for the first 3-yrs
- 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
- o 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
- 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	

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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, 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 Argus Consulting Services and Nexant, Inc. to prepare market study reports. The reports' 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:

- "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."

Price Sensitivity:

Wherein the Cellulosic Waiver Credit ("CWC") price is inversely correlated to gasoline prices, the CWC creates an effective hedge against gasoline and oil prices. Even in a low oil price environment of \$35 per barrel, the effective floor for Fulcrum's Cellulosic RIN will exceed \$3.50 per gallon. This Renewable Fuel Standard mechanism that is established under law provides Fulcrum with price stability in any oil price environment. Because the CWC is inversely correlated to gasoline prices, the CWC creates an effective hedge against gasoline and oil prices (see the "Market Overview—Renewable Fuel Standard" section in the Preliminary Limited Offering Memorandum). As oil prices go down, cellulosic RIN prices go up.

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 approximately 10.5 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 1.7x, 1.9x and 2.0x coverage in the first 3 years of operations with an average of 2.6x 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

In addition to the original \$150,000,000 in bonds allocated to finance the Project supplemented with significant equity and federal grants, Fulcrum is seeking the balance of \$25,000,000 to fulfil its finance plan of issuing total of \$175,000,000 in tax-exempt bonds. At this time, the bond structure considers the following key components:

- Sources:
 - Bonds Issued: \$175,000,000
 - Fulcrum Equity Contribution: \$91,100,000
 - Department of Defense Grant: \$67,500,000
 - o EPC Contractor Equity Contribution: \$15,000,000
 - o Interest Income: \$3,400,000
 - o Total Sources of Funds: \$352,000,000
- Uses:
 - o Project costs: \$236,000,000
 - Fixed-priced Biorefinery EPC Contract: \$203,500,000
 - Feedstock Processing Facility EPC Cost: \$32,500,000
 - Non-EPC Costs: \$57,600,000
 - Development, Technology Performance Insurance Premium, Preliminary
 Engineering, Commission, Start-up and Taxes, TRI License Fee, and Other Costs
 - Financing Costs:
 - Capitalized Interest (through 2020): \$28,900,000
 - Debt Service Reserve Fund: \$11,800,000
 - Costs of Issuance: \$5,700,000
 - Working Capital: \$2,000,000
 - Contingency: \$10,000,000
- * Payments
 - First interest payment will be in 2017
 - 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

Financing Credit Enhancements:

The Fulcrum Project will use commercially proven equipment and systems that are supported by several layers of financial guarantees, including (i) an Engineering, Procurement and Construction ("EPC") Contract that guarantees cost, schedule and performance in the EPC Contract; (ii) \$10 million of contingent capital provided by the Fulcrum; and (iii) a technology performance insurance policy that guarantees \$175 million up to 100% of the principal amount of the Bonds for technology performance.

- o Pursuant to the EPC Contract, the EPC Contractor guarantees the cost, schedule and performance of the Biorefinery, including responsibility for 100% of any cost overruns through Mechanical Completion and \$18.2 million of liability should additional costs be incurred during performance testing of the Biorefinery. In order to align the EPC Contractor's incentives with those of Fulcrum, Fulcrum has the option to pay the final \$15 million to the EPC Contractor in the form of equity in Fulcrum. Abeinsa Abner Teyma General Partnership is the EPC Contractor
- In addition to the EPC Contractor's guarantees, Fulcrum has committed \$10 million in equity capital as contingency to cover costs incurred in excess of the EPC Contractor's \$18.2 million liability during performance testing of the Biorefinery.
- Additionally, Fulcrum has secured a technology performance insurance policy from New Energy Risk, Inc., Indian Harbor Insurance Company that will guarantee the performance of the Biorefinery at Substantial Completion by paying down all or a portion of the Bonds of providing funds for the mandatory redemption of up to 100% of the principal amount of the Bonds should projected cash flows from Sierra not meet the Minimum LLCR prior to the Substantial Completion Date. The Technology Policy does not guarantee payment on the Bonds and is NOT a municipal bond insurance policy.
 - The technology insurance is to guarantee production of a certain amount of syncrude annually to meet a minimum debt service coverage ratio of 1.20x

Series 2017 Bond Sale Summary

The Bonds that were sold and closed in October 2017 received an overwhelming amount of interest. For the \$150,000,000 final bond amount, the underwriters received approximately \$600,000,000 in total orders from 30 different accounts. The final interest rate on the bonds was 6.41% with an average life of 13.31 years.

Estimated Draw Schedule

Fulcrum issued the full notice to proceed to the ECP contractor on October 31, 2017. Construction is expected to begin in May of 2018 with final construction completed in December 2019. Fulcrum has three main sources of funds for the Project being Investor Equity (\$106.1MM), Department of Defense Grant (\$67.50MM) and the Tax-Exempt Bonds issued through the B&I (\$175.00MM). It should be noted that Fulcrum has already expended approximately \$57.4MM for development and of Phase 1 of the Project. Fulcrum anticipates spending down the balance of the funds for Phase 2 accordingly:

- Construction:
 - o May 2018 thru December 2019
 - Total: \$352.0MM
 - This amount includes equity funds expended to date along with new energy risk insurance



- Use of Funds
 - o Investor Equity (\$106.1MM)
 - \$57.4MM expended to date
 - Balance to be expended November 2017 thru February 2018 and final payments
 - Department of Defense Grant (\$67.50MM)
 - Will be expended November 2017 thru August 2019
 - Tax-Exempt Bonds issued through the B&I (\$175.00MM)
 - Will be used to reimburse approximately \$17MM of investor equity expended to date (after capitalized interest, debt service reserve and COI is paid at closing)
 - The remaining will be expended February 2018 thru November 2019 (including payment of capitalized interest through 2020)

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 Fulcrum Project is a productive use of the private activity volume cap.

Wherein the first financing realized a high level of success and market reception, it is anticipated investors will receive this next financing similarly.

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

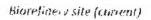
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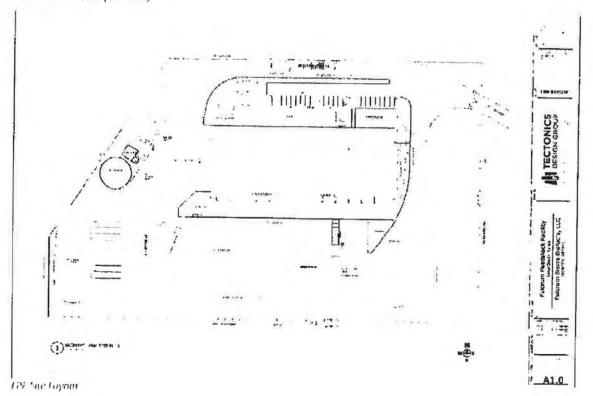
Vice President

APPENDIX A
FEEDSTOCK AND BIOREFINERY PHOTOS









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EXHIBIT B

OFFICE OF ECONOMIC DEVELOPMENT APPROVAL

(Attached)

DETERMINATION AND APPROVAL OF THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT PURSUANT TO NEVADA REVISED STATUTES 349.585 RELATING TO THE FINANCING OR REFINANCING OF A PROJECT 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 November 15, 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 \$25,000,000 (the "Bonds") for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by the Operator to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada and (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site at 350 Saddle Court in Mustang, Storey County, Nevada (collectively, 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 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 2017

THE STATE OF NEVADA OFFICE OF ECONOMIC DEVELOPMENT

sy:___

Executive Director

EXHIBIT C

COUNTY SUPPORT RESOLUTION

(Attached)

RESOLUTION #17-463

A RESOLUTION OF SUPPORT FOR FULCRUM BIO-ENERGY

WHEREAS, on May 14, 2008, Fulcrum BioEnergy (then Fulcrum Sierra Biofueis, 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

Jack MaGu

NAYS: None

And Signed:

Marshall McBride, Chairman

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Lance Gilman, Commissioner

Attested:

Vanessa A. Stephens, Clerk-Treasurer

EXHIBIT D

RESERVED

EXHIBIT E

FORM OF GOVERNOR'S CERTIFICATE REGARDING THE ISSUANCE OF THE BONDS FOR TEFRA HEARING PURPOSES

(Attached)

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 December 4, 2017, at the principal office of the Nevada Department of Business and Industry Director's office located at 1830 E. College Parkway, Suite 200, Carson City, Nevada 89706 to hear public comment on plans for the issuance and sale of up to \$25,000,000 Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project) (Green Bonds) in one or more series or issues (the "Bonds") to assist in the financing or refinancing of a portion of the costs of constructing and equipping a facility to be used for converting municipal solid waste into renewable fuel products and/or the improvements to and equipping of the facility used for preliminary sorting and processing of municipal solid waste, each 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

(Attached)

Extracts from the Indenture

Section 5.02 Delivery of Series 2017 Bonds and Other Moneys.

- (a) On the Closing Date, the Trustee shall deposit the proceeds of the Series 2017 Bonds, in the aggregate amount of \$147,009,765.23 (representing \$150,000,000.00 of proceeds of the Series 2017 Bonds less the underwriting fee and expenses of \$2,990,234.77), as follows:
- (i) \$24,251,666.90, allocable to the proceeds of the Series 2017 Bonds, to the Series 2017 Capitalized Interest Account held by the Trustee;
- (ii) \$9,765.23, allocable to the proceeds of the Series 2017 Bonds, to the Series 2017 Costs of Issuance Account held by the Trustee;
- (iii) \$112,748,333.10, allocable to the proceeds of the Series 2017 Bonds, to the Construction Collateral Account within the Construction Collateral Fund held by the Collateral Agent; and
- (iv) \$10,000,000.00, allocable to the proceeds of the Series 2017 Bonds, to the Series 2017 Debt Service Reserve Account of the Debt Service Reserve Fund held by the Trustee.
- (b) On the Closing Date, the Trustee shall deposit \$67,000.00 received from the Director as a return of an application deposit, to the 2017 Costs of Issuance Account held by the Trustee.
- (c) On the Closing Date, the Trustee shall deposit \$1,031,564.02 received from the Company as an equity contribution, to the 2017 Costs of Issuance Account held by the Trustee.

Section 5.03 Project Fund.

- (a) <u>Subaccounts</u>. The Trustee, upon direction from the Company on behalf of the Director, shall open new subaccounts of the Project 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 Project 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) <u>Series 2017 Capitalized Interest Account</u>. 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 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.

Notwithstanding the foregoing, if proceeds of the Series 2017 Bonds remain in the Series 2017 Capitalized Interest Account on the earlier of (i) the date on which the Company reasonably determines that the Biorefinery will not be completed, or (ii) the date on which the Biorefinery is placed in service for federal income tax purposes, then to the extent the Company does not reasonably expect those proceeds of the Series 2017 Bonds will be allocated to costs of the Project consistent with the Tax Certificate, unless the Company obtains an opinion of Bond Counsel to the effect that a failure to redeem Tax-Exempt Bonds as contemplated by Section 7.3(c) of the Financing Agreement will not adversely affect the tax-exempt status of the Tax-Exempt Bonds, then proceeds of Series 2017 Bonds in the Series 2017 Capitalized Interest Account may be used to redeem Series 2017 Bonds or other Tax-Exempt Obligations.

Subject to the requirements set forth in the Tax Certificate, 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 Completion Date, to the applicable subaccount of the Construction Collateral Account of the Construction Collateral Fund, and (ii) if such final disbursement occurs on or after the Trustee's receipt of a certification from the Company that the Final Completion Date has occurred, to the Revenue Fund.

(c) Series 2017 Costs of Issuance Account. Amounts on deposit in the Series 2017 Costs 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, 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 Costs 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 Costs 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 the Collateral Agency Agreement

Section 5.05 Construction Collateral Fund.

- 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, allocation or reallocation 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 5.06. 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.
- Disbursements from Construction Collateral Account. The Collateral Agent shall make withdrawals, transfers and payments from the Construction Collateral Account in accordance with Section 5.05(a) and in the amounts, at the times and only for the purposes specified in this Section 5.05, but only after first withdrawing and applying all funds in the Equity Construction Account, in accordance with Section 5.05(d), and the Restricted Equity Construction Account, in accordance with Sections 5.05(e) (it being agreed that certain expenditures to pay Tax-Exempt Project Costs or to reimburse the Company or any affiliate of the Company or to allocate or reallocate for the benefit of 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, allocation or reallocation pursuant to the Tax Certificate shall be withdrawn first from the Construction Collateral Account to the extent necessary to be able to fully expend amounts in such Construction Collateral Account on Tax-Exempt Projects Costs); provided, however, that in the first instance where funds are withdrawn from the Construction Collateral Account, such drawing shall be accompanied by a certificate from the Engineer certifying that, based on its reasonable belief, all amounts deposited in the Equity Construction Account and the Restricted Equity Construction Account on the Closing Date have been used for the purposes set forth in this Section 5.05(b) and Sections 5.05(d) and (e), respectively.
 - (c) [Reserved]

Equity Construction Account. On the Closing Date, the Company shall make an equity contribution into the Equity Construction Account in an amount equal to \$18,222,322.48. From time to time, the proceeds of any subsequent equity contributions may be deposited into the Equity Construction Account or into a new sub-account of the Construction Collateral Fund pursuant to the terms hereof at the sole option of the Company. From time to time, on not less than ten (10) Business Days' notice to the Collateral Agent, the Company may deposit Additional Equity Letters of Credit with the Collateral Agent for deposit into the Equity Construction Account, and at the direction of the Company at the time of deposit of any such Additional Equity Letter of Credit, the Collateral Agent shall release an amount of cash from the Equity Construction Account equal to the stated amount of the Additional Equity Letter of Credit and transfer such released amount to such accounts or payees as set forth in such direction. For all purposes of this Section 5.05(d), each Additional Equity Letter of Credit shall be deemed to be an Equity Construction Letter of Credit. The Company hereby agrees and directs the Collateral Agent to execute and deliver to the issuer of the applicable Equity Construction Letter of Credit (i) promptly, upon five (5) Business Days prior written notice from the Company, a fully completed drawing certificate in the amount set forth in such written notice, and (ii) thirty (30) days prior to the expiration date of the Equity Construction Letter of Credit, a fully completed drawing certificate in an amount equal to the Equity Construction Letter of Credit's then-current stated amount (as determined in accordance with the terms thereof), only to the extent that the Company has not provided to the Collateral Agent prior to such date a substantially similar (in all material respects) letter of credit, or other letter of credit in form reasonably acceptable to the Collateral Agent acting at the direction of the Required Agent (acting in accordance with the Intercreditor Agreement), issued by an Acceptable Letter of Credit Bank with a stated amount equal to the undrawn amount of the Equity Construction Letter of Credit that such letter of credit replaces. The Collateral Agent shall promptly execute and deliver a fully completed drawing certificate under the Equity Construction Letter of Credit to the issuer thereof, when so instructed by the Required Agent (acting in accordance with Section 6.06 hereof and the Intercreditor Agreement) pursuant to a Direction Notice. All amounts drawn on any Equity Construction Letter of Credit shall be deposited in the Equity Construction Account and all amounts available under any such Equity Construction Letter of Credit shall be deemed to be on deposit in the Equity Construction Account for all purposes hereunder. Amounts on deposit in the Equity Construction Account shall be used to pay (i) Project Costs or to reimburse the Company or any affiliate of the Company for any Project Costs actually paid by the Company or on behalf of the Company and (ii) Other Project Costs or to reimburse the Company or any affiliate of the Company for any Other Project Costs actually paid by the Company or on behalf of the Company. The Collateral Agent shall from time to time withdraw funds from the Equity Construction Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06. In the event that, on the Closing Date, the Company has not deposited an Equity Construction Letter of Credit, then any Additional Equity Letter of Credit thereafter delivered, in substitution for cash as provided in Section 5.05(d) above or otherwise, shall be a direct pay letter of credit and provide that the Collateral Agent shall make drawings thereunder for the purposes set forth in this Agreement and in the form of the Additional Equity Letter of Credit by sending a sight draft and drawing certificate in the form attached to such Additional Equity Letter of Credit signed by an authorized officer of the Collateral Agent under the circumstances described in this Section 5.05(d), within the time period specified in the Additional Equity Letter of Credit, and there shall be no other preconditions to any such drawing.

- (e) Restricted Equity Construction Account. On or prior to the Closing Date, TriLinc Global Impact Fund Latin America III, Ltd. and TriLinc Global Sustainable Income Fund Master, Ltd. shall make equity contributions in the amounts of \$11,315,000 and \$4,685,000, respectively, into the Restricted Equity Construction Account; provided, however, that if such entities make equity contributions into the Restricted Equity Construction Account prior to the Closing Date and the Series 2017 Bond closing does not occur by 5 PM PST on October 30, 2017 (the "Deadline Date"), such equity contributions shall be disbursed to such entities no later than 1 PM PST on October 31, 2017, without any further condition or restriction. TriLinc Global Impact Fund Latin America III, Ltd. and TriLinc Global Sustainable Income Fund Master, Ltd. shall be considered third parties beneficiaries to this Agreement solely for the purposes of enforcing the provision referenced in the immediately preceding proviso. The Collateral Agent shall from time to time withdraw funds from the Restricted Equity Construction Account in accordance with a Requisition delivered by the Company pursuant to Section 5.06.
- (f) Early Revenues. To the extent the Company receives Early Revenues, the Company has the option of either (1) opening a new sub-account of the Construction Collateral Fund in accordance with Section 5.05(k) created specifically for the deposit of Early Revenues and the payment of Project Costs or Other Project Costs or (2) depositing such Early Revenues in the Revenue Fund for use in accordance with Section 5.02(c), and the Company shall exercise such option by providing to the Collateral Agent instructions in respect of the same; provided, however, that if a Funding Shortfall then exists, Early Revenues shall first be deposited in the Construction Collateral Fund to the extent necessary to cure such Funding Shortfall. Such new sub-account shall be one of the Project Accounts hereunder and amounts on deposit therein shall be used to pay Project Costs or Other Project Costs or to reimburse the Company or any affiliate of the Company for any Project Costs or Other Project Costs actually paid by the Company or on behalf of the Company. The Collateral Agent shall from time to time withdraw funds from such new sub-account in accordance with a Requisition delivered by the Company pursuant to Section 5.06.
- Company, at any time on or prior to the Mechanical Completion Date, the Company shall direct the Collateral Agent in writing to retain in the Construction Collateral Fund or its sub-accounts amounts necessary for the payment or reimbursement of all remaining Project Costs and Other Project Costs reasonably expected to become due and payable on or prior to the Final Completion Date. On the Operations Date, the Collateral Agent shall pursuant to instructions of the Company transfer any remaining amounts in the Construction Collateral Fund (except for amounts to be retained therein or in any sub-account thereof pursuant to the first sentence of this Section 5.05(g)) to the Revenue Fund; provided, however, that Collateral Agent shall retain in the Construction Collateral Fund an amount equal to all remaining Project Costs and Other Project Costs certified in writing by the Company as reasonably expected to be due and payable in order to achieve the Final Completion Date with such funds to be transferred in accordance with Section 5.05(h).
- (h) <u>Fund Transfer After Final Completion Date</u>. Provided no Event of Default then exists, not more than sixty (60) days from the date of receipt by the Collateral Agent of (i) the Final Completion Certificate signed by an Authorized Company Representative in the form of

Exhibit L attached hereto, (ii) a certification by the Engineer that Final Completion has been achieved, and that all Project Costs and Other Project Costs have been paid in full, (iii) final unconditional lien waivers from EPC Contractor and all Subcontractors (as defined in the EPC Contract) in accordance with the requirements of the EPC Contract, or for any Subcontractor lien waivers not received, a bond or other security is provided by the EPC Contractor in an amount equal to at least 150% of the payment amount that would have been covered by such lien waiver, and (iv) a Disbursement Endorsement sufficient to cover all previous disbursements of Series 2017 Bond proceeds, any balance remaining in the Construction Collateral Fund shall without further authorization, instruction or delivery by the Company of a Requisition to the Collateral Agent be transferred by the Collateral Agent to the Revenue Fund.

- (i) <u>Closing Date Costs</u>. Notwithstanding anything herein to the contrary, any disbursements requested to be made from the Equity Construction Account of the Construction Collateral Fund for payments to be made on or in connection with the Closing Date shall be made pursuant to a Requisition delivered on or within ninety (90) days after the Closing Date.
- (j) <u>Proceeds of Additional Obligations</u>. Net proceeds of Additional Obligations issued to finance Project Costs or Other Project Costs prior to the Final Completion Date (but not refinancing proceeds which may be deposited under the Indenture to facilitate such refinancing) shall be remitted to the Collateral Agent, for deposit into additional sub-accounts of the Construction Collateral Fund as provided in Section 5.01(a) and Section 5.05(k).
- Sub-Accounts. In accordance with the terms of Section 5.01(a), the Collateral Agent, upon direction from the Company, shall open new sub-accounts of the Construction Collateral Fund as specified by the Company (including the name of any such sub-account) for the purpose of (i) depositing the proceeds of any Additional Obligations (but not refinancing proceeds which may be deposited under the Indenture or as provided in Section 5.05(j) to facilitate such refinancing) permitted to be incurred by the Financing Documents in accordance with Section 5.05(j), (ii) accounting for and payment of the capitalized interest, costs of issuance or otherwise thereof, or (iii) any other purpose permitted by the Financing Documents, including for the deposit of any proceeds of draws on the Construction Contract Additional Security, which for the avoidance of doubt, may be deposited into the Construction Collateral Fund prior to transfer to such new sub-account. For avoidance of doubt, any proceeds of draws on the Construction Contract Additional Security shall be deposited in the Construction Collateral Fund or a subaccount thereof. To the extent that such a sub-account of the Construction Collateral Fund is established for (A) Debt pursuant to this Section 5.05(k), such proceeds may be used for the purposes for which such Debt is incurred and requisitioned solely as set forth in any related Additional Financing Document or other agreement evidencing such Debt and (B) proceeds of draws on the Construction Contract Additional Security pursuant to this Section 5.05(k), such proceeds may be used solely to pay Project Costs or Other Project Costs, as applicable, or to reimburse the Company or any affiliate of the Company for any Project Costs or Other Project Costs, as applicable, actually paid by the Company or on behalf of the Company and requisitioned from time to time in accordance with a Requisition delivered by the Company pursuant to Section 5.06. Promptly upon the transfer of the Construction Contract Additional Security from the Company as transferor beneficiary to the Collateral Agent as transferee beneficiary, the Collateral

Agent shall at the direction of the Company hold the Construction Contract Additional Security for the benefit of a new sub-account of the Construction Collateral Fund established by the Company, in accordance with the terms of Section 5.01(a) and this Section 5.05(k). The Company and the Collateral Agent hereby agree that the Collateral Agent shall, and the Secured Parties hereby instruct that the Collateral Agent shall, upon one (1) Business Day's prior written notice from the Company, execute and deliver to the issuer of the Construction Contract Additional Security a fully completed drawing certificate in the form and amount set forth in such written notice and shall deposit any proceeds of draws into the sub-account established for such purpose; and the Collateral Agent hereby agrees to comply with such written notice from the Company, and the Secured Parties hereby instruct that the Collateral Agent shall comply with such written notice from the Company, unless and until an Enforcement Action has occurred and is continuing. In addition to the foregoing, if the Collateral Agent has not received from the Company a replacement Construction Contract Additional Security at least ten days prior to the expiration date of the Construction Contract Additional Security certified by the Company as satisfying the requirements of Section 39.2 of the EPC Contract, the Collateral Agent shall automatically (and without honoring any other notice to draw amounts available under the Construction Contract Additional Security which it has received but not yet submitted to the issuer thereof) execute and deliver to the issuer of the Construction Contract Additional Security a fully complete drawing certificate in an amount equal to the Construction Contract Additional Security's then-current undrawn stated amount (as determined in accordance with the terms thereof), unless the Collateral Agent shall have received from the Company a fully completed copy of the Notice of Final Completion (as defined in the EPC Contract).

(l) Funds Transfer Required Pursuant to the Financing Agreement. Notwithstanding anything in this Section 5.05 to the contrary, on or after the earlier of the third anniversary of the issuance date of the Series 2017 Bonds or the Final Completion Date, the Collateral Agent shall transfer all amounts on deposit in the Construction Collateral Fund representing the proceeds of Tax-Exempt Bonds to the Trustee for the purpose of redeeming Tax-Exempt Bonds in accordance with Section 7.3(c) of the Financing Agreement.

Section 5.06 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 5.05 and this Section 5.06 (to the extent applicable).
- (b) Subject to the last sentence of this clause (b) and other than as expressly provided in Sections 5.05(g), 5.05(h) and 5.05(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 tenth (10th) Business Day prior to the proposed date of disbursement (unless such disbursement is requested on the Closing Date, in which case no prior notice shall be required), 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 5.06(c) and Section 5.06(d)) (collectively, a "Requisition"); provided, that an Engineer Withdrawal Certificate shall only be required to the extent a Requisition includes a disbursement for payment of Project Costs or Other Project Costs. Company may make Requisitions no more frequently than twice per month. 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. However, notwithstanding anything to the contrary contained herein, Collateral Agent may decline to disburse funds pursuant to a Requisition if Collateral Agent determines that any such Requisition is incomplete in any material respect, or does not include the attachments required by this Section 5.06 and provides notice thereof and the basis for such assertion to the Company. Except as provided in Sections 5.05(g), 5.05(h), 5.05(k) and 5.05(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 5.06. The opening of or requisitioning of amounts on deposit in any new sub-accounts pursuant to Section 5.05(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 (with respect to disbursements of bond proceeds), and (y) a lien waiver from the EPC Contractor in accordance with the requirements of the EPC Contract, and lien waivers in accordance with the requirements of the EPC Contract from all Major Subcontractors with respect to which work has been performed and for which disbursement is requested, conditioned solely upon payment of such requisitioned funds. Such Company Withdrawal Certificate shall also include a statement from the EPC Contractor representing that the EPC Contractor has made all payments or arranged for payment of all payments due and payable to all of its Subcontractors (as defined in the EPC Contract) with respect to work which has previously been reimbursed by a Requisition. 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 or Other Project Costs, as applicable, have been applied solely to pay or reimburse Project Costs or Other Project Costs, as applicable;
 - (ii) All amounts requisitioned in such Company Withdrawal Certificate relate to Project Costs or Other Project Costs, as applicable, that have been or are reasonably projected to be incurred in connection with the Project within thirty (30) days 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) Solely to the extent funds are being requisitioned pursuant to such Requisition to pay Project Costs or Other Project Costs, no Funding Shortfall exists; and
 - (v) No Event of Default has occurred and is continuing.
- (d) Subject to Section 5.06(e) and Section 5.06(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, Substantial Completion can be achieved by the Outside Operations Date.
- (e) No funds shall be requisitioned under this Section 5.06 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 5.06(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 or would directly result from such requisition. 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 would directly result from such requisition, 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 5.06 (other than this clause (e)).
- (f) Notwithstanding the foregoing, the Company shall not be able to requisition for the payment of Project Costs or Other Project Costs from any sub-account of the Construction

Collateral Fund subject to the requisition procedures of Section 5.06 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);
- (iv) lien waivers from the EPC Contractor and from all other Major Subcontractors, in each case, as and to the extent required by the EPC Contract and conditioned solely upon payment of such requisitioned funds, have not been delivered with such requisition (until and unless such lien waiver is provided); provided that the requirement for delivery of any lien waiver shall be deemed to be satisfied to the extent that a bond or other security is provided by the EPC Contractor in an amount equal to at least the payment amount that would have been covered by such lien waiver; or
- (v) a lien (other than a Permitted Lien) previously filed by the EPC Contractor or any Subcontractor (as defined in the EPC Contract) has not been bonded over or discharged;

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 (Attached)

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), (Green Bonds), in one or more issues, for the purpose of assisting in the financing or refinancing of a portion of the costs of (i) constructing and equipping a facility owned by Fulcrum and operated by Fulcrum BioEnergy, Inc. (the "Operator") to be used for converting municipal solid waste into renewable fuel products located on an approximately 19.4-acre site to be located at 3600 Peru Drive in the Tahoe-Reno Industrial Center, Storey County, Nevada (the "Biorefinery") and/or (ii) the improvements to and equipping of the facility owned by Fulcrum and operated by the Operator used for preliminary sorting and processing of municipal solid waste located on an approximately 10.0-acre site at 350 Saddle Court in Mustang, Storey County, Nevada (the "Feedstock Processing Facility" and, together with the Biorefinery, 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 WHEREOF, I have hereunto set my signature as an authorized officer of Fulcrum this day of November, 2017.

FUL.	CRUM SIERRA BIOFUELS, LLC, a	ò
Dela	ware limited liability company	
		ċ
By:	- (1)	
	Jeanne Benedetti	
	1/	
Its:	Vice President	

EXHIBIT H

FORM OF CERTIFICATE OF APPROVAL BY THE STATE BOARD OF FINANCE AND RESOLUTION OF APPROVAL BY THE COUNTY COMMISSIONERS

(Attached)

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 December 4, 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 November 27, 2017, relating to its Environmental Improvement Revenue Bonds (Fulcrum Sierra BioFuels, LLC Project) (Green Bonds) to be issued in one or more series or issues (the "Bonds") and reviewed the Additional Considerations contained therein.
- 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 4th day of December, 2017.

STATE	BOARD	OF	FINANCE	

By:		
	Tara Hagan	
	Chief Deputy Treasurer	
	Ex-Officio Secretary	

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: Walkay VIL TO

Marshall McBride, Chairman

Jack McGuffey, Vice Charman

Lance Gilman, Commissioner

Attested:

Vanessa A. Stephens, Clerk-Treasurer

17 -RESOLUTION NO. <u>46</u>8

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, the existence of all discretionary approvals necessary for the construction, improvement, rehabilitation or redevelopment of the project 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 August, 2017.

AYES: All

NAYS: None

Machan The #3/1 Marshall McBride

Chairman

ATTEST:

Vanessa A. Stephens County Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	Estimate of time required:
Agenda: Consent [] Regular age	enda [x] Public hearing required []
Title: Review and possible appr Communications for an add	roval of Communication Tower lease extension to SBA ditional 65 years when the current lease expires in 2034.
Recommended motion I move to approve the Con an additional 65 years when	nmunication Tower lease extension to SBA Communications for n the current lease expires in 2034
3. Prepared by: Hugh Gallagher	
Department: Comptroller	Telephone: (775)847-1006
4. Staff summary:	
5. Supporting materials: Attache	ed
6. Fiscal impact:	
Funds Available: Yes	Fund: Water Fundx_ Comptroller
7. Legal review required:	District Attorney
8. Reviewed by:	
Department Head	Department Name: Commissioner's Office
County Manager	Other agency review:
9. Board action:	W4
[] Approved [] Denied	[] Approved with Modifications [] Continued

Prepared by: Joanne Beaulieu After recording return to: Leysi Quincoses SBA Network Services, LLC 8051 Congress Avenue Boca Raton, FL 33487-1307 Ph: 1-800-487-7483 ext. 7795

Parcel ID: 002-023-11; 002-023-10

MEMORANDUM AND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS MEMORANDUM AND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Memorandum and Amendment") is executed this ______ day of _______, 2017, by and between COUNTY OF STOREY, STATE OF NEVADA, a municipal corporation, a/k/a STOREY COUNTY, a government agency, having an address at P.O. Drawer D, Virginia City, NV 89440 ("Landlord") and SBA MONARCH TOWERS I, LLC, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

WHEREAS, Landlord and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, entered into that certain unrecorded Communications Site Lease Agreement (Ground), dated October 27, 2004, as addended to by that certain Addendum to Lease, as amended by that certain Amendment No. 1 dated October 18, 2005, as further amended by that certain Amendment No. 2 dated May 31, 2006, as further amended by that certain Second Amendment to Communications Site Agreement dated April 15, 2008, and ultimately assigned to Tenant, successor by merger to SBA Monarch Towers II, LLC, a Delaware limited liability company, f/k/a Mobilitie Investments II, LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Assignment recorded March 7, 2008, as Document #0108597, in Book 247, Page 242, of the Recorder's Office of Storey County, Nevada (collectively, "Agreement") for Tenant's use of a portion of the real property ("Premises") located at 150 E. Toll Road, Gold Hill, NV 89440 ("Land"), being more particularly described in the attached Exhibit "A"; and

⁰⁰¹⁴⁶⁵⁵⁹ NV41485-T/Virginia City

WHEREAS, the Premises leased by Tenant under the terms of the Agreement, along with any corresponding easements granted, lies within the described property on Exhibit "A" attached hereto. The original term of the Agreement was five (5) years, which commenced on November 1, 2004, and ended on October 31, 2009, with five (5) renewal terms of five (5) years each. The terms of the Agreement shall run with the land described in Exhibit "A". The original Agreement is on file with Tenant at 8051 Congress Avenue, Boca Raton, Florida 33487.

WHEREAS, Landlord and Tenant desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. Section 3. <u>Term</u>, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Tenant notifies Landlord of its intention not to renew the Agreement prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on November 1, 2034 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on October 31, 2034.

2. The first three (3) sentences of **Section 15**. Assignment and **Subletting**, of the Agreement are hereby deleted in their entirety and replaced as follows:

Tenant may sublet all or part of the Premises or may assign or transfer the Agreement in whole or in part. Upon such assignment, Tenant shall be relieved of all liabilities and obligations under the Agreement.

3. Section 19(e). Miscellaneous, of the Agreement is hereby amended as follows:

Landlord:

Storey County P.O. Drawer D Virginia City, NV 89440

Tenant:

SBA Monarch Towers I, LLC Attn: Site Administration 8051 Congress Avenue Boca Raton, FL 33487-1307 Re: NV41485-T/Virginia City

 Upon full execution of this Amendment, Tenant shall pay to the Landlord a onetime payment of Six Thousand and No/100 Dollars (\$6,000.00).

- 5. Capitalized terms not defined in this Memorandum and Amendment will have the meaning ascribed to such terms in the Agreement.
- 6. This Memorandum and Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
- Except as specifically set forth in this Memorandum and Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Memorandum and Amendment, the terms of this Memorandum and Amendment shall take precedence.
- 8. Landlord acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Premises and easements and rerecord this Memorandum and Amendment without obtaining the further approval of Landlord. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Memorandum and Amendment.
- 9. Landlord represents and warrants to Tenant that the Landlord is the sole owner in fee simple title to the Premises and easements and the Landlord's interest under the Agreement and that consent or approval of no other person is necessary for the Landlord to enter into this Memorandum and Amendment.
- 10. This Memorandum and Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Memorandum and Amendment.
- 11. Tenant shall have the right to record this Memorandum and Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Memorandum and Amendment as of the day and year first above written.

WITNESSES:	LANDLORD:
	COUNTY OF STOREY, STATE OF NEVADA, a municipal corporation, a/k/a STOREY COUNTY, a government agency
Print Name:	—— Ву:
	Print Name:
Print Name:	TC:41
The foregoing instrument was	s acknowledged before me on this day of
Storey, State of Nevada, a municipal corporation.	, as of County of orporation, a/k/a Storey County, a government agency, a
(NOTARY SEAL)	Notary Public

WITNESSES:	TENANT:
	SBA MONARCH TOWERS I, LLC, Delaware limited liability company
Print Name:	
	By:Alyssa Houlihan
	Vice President, Site Leasing
Print Name:	
STATE OF FLORIDA COUNTY OF PALM BEACH	
, 2017, by Aly	t was acknowledged before me on the day of ssa Houlihan, Vice President, Site Leasing of SBA Monarch ited liability company, on behalf of the company and who is
36	Notary Public
	Print Name:
NOTARY SEAL)	My Commission Expires:

a

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE TOWN OF GOLD HILL, COUNTY OF STOREY, STATE OF NEVADA:

KNOWN AS: LOT 39-B, BLOCK 1, RANGE 0 (APN 02-011-10); AND A PORTION OF LOT 44, BLOCK 1, RANGE 0, BEING A PORTION OF APN 02-023-05 WEST OF STATE HIGHWAY 342 RIGHT OF WAY, AND SPECIFICALLY EXCLUDING THAT PORTION OF THE PARCEL UNDER LEASE TO AMERIGAS (SEE STOREY COUNTY FILE #67649).

BEING ALSO DESCRIBED OF RECORD AS PARCEL 1 ON PARCEL MAP FOR STOREY COUNTY, RECORDED 06/17/2010, AS MAP #113294 OF THE STOREY COUNTY RECORDS.

TAX ID #002-023-11

A PARCEL OF LAND LOCATED IN GOLD HILL, STOREY COUNTY, IN THE VICINITY OF THE DIVIDE RESERVOIR, ADJOINING LOT 32, BLOCK 1, RANGE 0 ON THE SOUTHERLY AND EASTERLY SIDES, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 32, BLOCK 1, RANGE 0, GOLD HILL, NEVADA, FROM WHICH THE ONE QUARTER CORNER ON THE EAST SIDE OF SECTION 32, T. 17 N., R. 21 E., M.D.B.&M., BEARS S. 87° 53' 07" E., 3632.72 FEET; THENCE

S. 21° 06' 04" W., 158.00 FEET; THENCE S. 69° 07' 18" E., 399.74 FEET; THENCE N. 19° 37' 35" E., 348.45 FEET; THENCE

N. 24° 51' 12" W., 262.00 FEET; THENCE ALONG THE EASTERLY SIDE OF SAID LOT 32, S. 21° 51' 49" W., 346.00 FEET; THENCE ALONG THE SOUTHERLY SIDE OF SAID LOT 32, N. 76° 02' 52" W., 254.00 FEET TO THE POINT OF BEGINNING:

CONTAINING 2.53 ACRES MORE OR LESS

AND.

ALL THAT PART OF LOT 8, BLOCK 1, RANGE 0, GOLD HILL, IN THE COUNTY OF STOREY, STATE OF NEVADA:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF LOT 32, BLOCK 1, RANGE 0 IN GOLD HILL, FROM WHICH THE ONE QUARTER CORNER ON THE EAST SIDE OF SECTION 32, T17N, R21E, BEARS S 84° 53' 50"E, 3573.49 FEET; THENCE RUNNING ALONG THE WESTERLY SIDE OF SAID LOT 32,

N 21° 06' 04" E, 203.00 FEET; THENCE N 53° 26' 36" W, 108.00 FEET; THENCE S 20° 53' 24" W, 231.27 FEET; THENCE S 68° 36' 50" E, 103.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.52 ACRES

BEING ALSO DESCRIBED OF RECORD AS PARCEL 2 ON PARCEL MAP FOR STOREY COUNTY, RECORDED 06/17/2010, AS MAP #113294 OF THE STOREY COUNTY RECORDS.

TAX ID #002-023-10

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF COUNTY OF STOREY, STATE OF NEVADA

The undersigned constitute all of the shareholders and directors of the board of directors of County of Storey, State of Nevada, a municipal corporation, a/k/a Storey County, a government agency (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the shareholders and board of directors of the Corporation:

WHEREAS, the shareholders and board of directors of the Corporation on the day
of, 2017, duly adopted a resolution for an Amendment to
Communications Site Lease Agreement (Ground) ("Amendment") on the property described in
Exhibit "A" to SBA Monarch Towers I, LLC ("SBA"), to amend that certain unrecorded
Communications Site Lease Agreement (Ground), dated October 27, 2004, as addended to by
that certain Addendum to Lease, as amended by that certain Amendment No. 1 dated October
18, 2005, as further amended by that certain Amendment No. 2 dated May 31, 2006, as further
amended by that certain Second Amendment to Communications Site Agreement dated April
15, 2008, and ultimately assigned to SBA, successor by merger to SBA Monarch Towers II,
LLC, a Delaware limited liability company, f/k/a Mobilitie Investments II, LLC, a Delaware
limited liability company, as evidenced by that certain Memorandum of Assignment recorded
March 7, 2008, as Document #0108597, in Book 247, Page 242, of the Recorder's Office of
Storey County, Nevada, as amended and assigned from time to time ("Agreement") to SBA by
and between the Corporation as Landlord and SBA, as Tenant.
RESOLVED , that the Corporation shall be and is hereby authorized and directed to
grant the Amendment, and in connection therewith
, [Signing Officer] as
[Title] of the Corporation, is hereby authorized,
empowered and directed to execute and deliver for, on behalf of, and in the name of
the Corporation, the Amendment, and any and all documents in connection with the Agreement as
Agreement as, [Title] or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the
Corporation; and it is
Corporation, and it is
FURTHER RESOLVED, that
[Signing Officer] be and is hereby authorized to execute, in the name and on
behalf of this Corporation, to take or cause to be taken, any and all actions
necessary to enter into, execute, deliver and perform the Amendment and any and
all documents and documentation (all of which are to be in form and substance as
the person executing the same may deem necessary or desirable, the execution
thereof by
is conclusive evidence of approval of such form and substance by
, [Signing Officer] that may be required or
contemplated under the terms of the Agreement and to do any and all things which
in his/her discretion he/she may deem to be necessary or appropriate in connection
with or in furtherance of the foregoing resolution; and it is

F	URTHER	RESOLVED,				of
th	ny other document hereto shall be construments or doc	nts and instruments nclusive evidence of	executed in	connection	the Amendme in therewith or p secute and deliv	ursuant
fo	onnection with	DLVED, that all action the Amendment, are thereby be, and the respects.	nd the trans	actions c	ontemplated by	the
This d	locument may be al and together, b	executed in two or rut all of which toget	nore counter her will cons	parts, each	of which will band the same ins	e deemed an trument.
as of t	IN WITNESS V	WHEREOF, the und	ersigned here	eby affix t	heir hands and s	eal effective
			Print	Name:		
			Title:			
			Print 1 Title:	Name:		
			Print 1 Title:	Name:		
			Print l Title:	Name:		
			Print 1 Title:	Name:		

EXHIBIT 'A'

SITUATED IN THE TOWN OF GOLD HILL, COUNTY OF STOREY, STATE OF NEVADA:

KNOWN AS: LOT 39-B, BLOCK 1, RANGE 0 (APN 02-011-10); AND A PORTION OF LOT 44, BLOCK 1, RANGE 0, BEING A PORTION OF APN 02-023-05 WEST OF STATE HIGHWAY 342 RIGHT OF WAY, AND SPECIFICALLY EXCLUDING THAT PORTION OF THE PARCEL UNDER LEASE TO AMERIGAS (SEE STOREY COUNTY FILE #67649).

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TAX ID #002-023-11

A PARCEL OF LAND LOCATED IN GOLD HILL, STOREY COUNTY, IN THE VICINITY OF THE DIVIDE RESERVOIR, ADJOINING LOT 32, BLOCK 1, RANGE 0 ON THE SOUTHERLY AND EASTERLY SIDES, AND DESCRIBED AS FOLLOWS:

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TAX ID #002-023-10



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	December 5, 2017	Estimate of time required:
Agenda: Consent []	Regular agenda [x] Pu	blic hearing required []
1. Title: Review Revenue and 1 2016.	and possible approval of Net Revenue and Supplen	TRI Public-Private Partnership Schedule of Project nentary Information for the year ended June 30,
Recommended me I. I hereby approach Revenue and 1 2016.	ove the TRI Public-Private	e Partnership Schedule of Project nentary Information for the year ended June 30,
3. Prepared by: Hug	h Gallagher	
Department:	Comptroller	Telephone: 847-1006
Revenue and 1 2016.	Net Revenue and Supplen	rship Schedule of Project nentary Information for the year ended June 30, artnership Report by Coon and Company CPA.
3. Supporting mater	iais TRI Fuone-Filvate F	armership Report by Coon and Company CPA.
6. Fiscal impact:		
Funds Availab	le: Fund:	_x Comptroller
7. Legal review requ		rict Attorney
8. Reviewed by:		
_x Departr	ment Head De	epartment Name: Commissioner's Office
County N	Manager Ot	her agency review:
9. Board action: [] Approv		oproved with Modifications

SCHEDULE OF PROJECT REVENUE AND NET REVENUE AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED JUNE 30, 2016

TABLE OF CONTENTS JUNE 30, 2016

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NOTES TO SCHEDULE	4-6
SUPPLEMENTARY INFORMATION Schedule of Net Revenue Reimbursement Schedule of Project Vouchers Schedule of Reimbursement Limits	7 8 9 10



INDEPENDENT AUDITORS' REPORT

To the Members
Tahoe-Reno Industrial Center, LLC and
to the Commissioners of Storey County, Nevada

We have audited the accompanying schedule of project revenue and net revenue (Schedule) of the TRI Public-Private Partnership (Project) for the year ended June 30, 2016, and the related notes to the schedule.

Management's Responsibility for the Schedule

Storey County is responsible for the preparation and fair presentation of this schedule in accordance with the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC (TRI) dated February 1, 2000, as amended. Storey County is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of project revenue and net revenue is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the schedule of project revenue and net revenue referred to above presents fairly, in all material respects, the project revenue and net revenue of the TRI Public-Private Partnership for the year ended June 30, 2016, in accordance with the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC, as amended.

Basis of Accounting

We draw attention to Note 1 of the Schedule, which describes the basis of accounting. The Schedule is prepared by Storey County on the basis of the financial reporting provisions of the development agreement between Storey County, Nevada and Tahoe-Reno Industrial Center, LLC., as amended, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. Our opinion is not modified with respect to that matter.

Other Matters

Report on Summarized Comparative Information

We have previously audited the schedule of project revenue and net revenue of the TRI Public-Private Partnership for the year ended June 30, 2015, and we expressed an unmodified opinion on that schedule in our report dated June 22, 2016. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2015, is consistent, in all material respects, with the audited schedule of project revenue and net revenue from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the schedule of project revenue and net revenue of the TRI Private-Public Partnership as a whole. The accompanying information included in pages 8 through 10 is presented for purposes of additional analysis and is not a required part of the schedule of project revenue and net revenue. Such information is the responsibility of Storey County and was derived from and related directly to the underlying accounting and other records used to prepare the schedule of project revenue and net revenue. The information, except for that portion marked, "unaudited" on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the schedule of project revenue and net revenue and other records used to prepare the schedule of project revenue and net revenue itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the information marked, "unaudited," the supplementary information is fairly stated in all material respects to the schedule of project revenue and net revenue as a whole. The information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the schedule of project revenue and net revenue and, accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

Our report is intended solely for the information and use of the members and management of the Tahoe-Reno Industrial Center, LLC and the Commissioners and management of Storey County, Nevada, and is not intended to be and should not be used by anyone other than these specified parties.

Krown + Company UP

Reno, Nevada November 6, 2017



SCHEDULE OF PROJECT REVENUE AND NET REVENUE FOR THE YEAR ENDED JUNE 30, 2016 (WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2015)

PROJECT REVENUE	e 	2016	2015 (Memorandum Only)
Sales tax	\$	- \$	
Real and personal property taxes		4,117,333	3,794,418
Tax settlements		(3)	19,084
Business licenses and fees		48,149	65,254
Building and special use permits		810,998	692,460
Real property transfer taxes		24,486	103,138
Fire and safety inspection fees		294,891	198,127
Recorder fees		3,958	5,727
Total project revenue		5,299,815	4,878,208
STIPULATED PROJECT COSTS	_	2,511,674	2,392,071
NET REVENUE	\$	2,788,141	2,486,137

NOTES TO SCHEDULE

NOTES TO THE SCHEDULE OF PROJECT REVENUE AND NET REVENUE FOR THE YEAR ENDED JUNE 30, 2016

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Tahoe-Reno Industrial Center, LLC (TRI) owns approximately 82,000 acres, of which more than 9,000 acres is zoned for industrial usage within Storey County, Nevada (County). On February 1, 2000, TRI, along with DP Operating Partnership, L.P., entered into a development agreement with the County for the purposes of completing structures, including grading, infrastructure, and all public facilities related to the Tahoe-Reno Industrial Center property. The TRI Public-Private Partnership (Project) represents the commitment between TRI and the County to fund the capital infrastructure costs and local community services required by the development agreement. According to the agreements, TRI is responsible for the construction of the Project public infrastructure, which shall be dedicated to and maintained by the County, such as streets, sidewalks and streetlights; flood control drainage channels, storm drains, basins and other related facilities; and County building complexes (i.e. fire stations, police stations, public works maintenance yards, and administrative offices). TRI is also responsible for the construction of the Project private infrastructure, which shall be dedicated to and maintained by the TRI General Improvement District, such as community water and sewer facilities. The utilities shall be dedicated to the purveyors. The railroad track and related facilities; landscaping of common areas; private trails and parks; and other property not dedicated to the County shall be constructed by TRI and dedicated to the TRI Owners Association. The County is responsible for separately recording certain revenue and expenses directly attributable to the Project, approving reimbursable costs, and determining the annual net revenue reimbursement to TRI, if applicable.

The agreements establish a threshold of \$5,000,000 for the Project net revenue before any reimbursements are made to TRI for Project-related infrastructure costs. This revenue threshold was met during the year ended June 30, 2008. Accordingly, the County is responsible for reimbursing TRI for the outstanding approved Project vouchers up to 35% of the annual net revenue. The County's annual debt is limited to 5% of the Project assessed valuation. See the supplementary schedules on page 10 for the calculation of these limitations.

Reporting Entity

This schedule includes only selected financial activity attributable to the Project as agreed upon by TRI and Storey County. Such information has been extracted from the financial records of Storey County, Nevada.

Basis of Accounting

Basis of accounting refers to when revenue and expenditures are recognized in the accounts and reported in the schedule. For purposes of this schedule, revenue includes only amounts received by the County within the fiscal year and expenses are based upon a stipulated amount as discussed below.

Project Revenue

Project revenue includes certain taxes and fees recorded by the County from Project-related sources. Project revenue does not include portions of any tax which are not specifically identifiable as to origin, actually distributed to the County, or are dedicated revenue for earmarked programs not associated with Project services. In addition, certain revenue sources may be included/excluded in Project revenue based on mutual consent of TRI and the County.

Proceeds from certain tax settlements related to businesses within the Project subject to Nevada Revised Statutes (NRS) Chapter 360.750 must be used by the County only for the purposes authorized by NRS 354.6113 or 354.6115. Accordingly, such amounts are not included in Project revenue.

Stipulated Project Costs

In lieu of allocating actual operations and maintenance costs, capital outlay and overhead, TRI and the County have stipulated to a base total of \$1,700,000 for Project costs for the year ended June 30, 2008 with scheduled annual increases of 5%. Accordingly, the stipulated Project costs for the years ended June 30, 2016 and 2015 total \$2,511,674 and \$2,392,071, respectively.

NOTES TO THE SCHEDULE OF PROJECT REVENUE AND NET REVENUE (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2016

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of the schedule of project revenue and net revenue and supplementary schedules includes estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through November 6, 2017, which represents the date the schedule of project revenue and net revenue was available to be issued. Subsequent events after that date have not been evaluated.

NOTE 2 - VOUCHERS

Through June 30, 2016, the Storey County Board of Commissioners has accepted vouchers totaling \$47,008,953 and approved payments and credits against property taxes owed by TRI totaling \$5,340,639 and \$4,790,870, through June 30, 2016 and 2015, respectively. At June 30, 2016 and 2015, outstanding approved vouchers totaled \$\$41,668,314 and 42,218,083, respectively.

Subsequent to June 30, 2016, vouchers totaling \$1,059,547 were paid in the form of a credit against property taxes owed by TRI for the 2016/2017 and 2017/2018 fiscal years and an additional voucher for Milan East was submitted for \$825,647.

NOTE 3 - SUPPLEMENTAL CITY-COUNTY RELIEF TAX

During the year ended June 30, 2015, the State of Nevada notified the County that sales taxes generated within the County exceeded the Supplemental City-County Relief Tax (SCCRT) thus allowing the County to elect to be removed from its current "guaranteed" status effective July 1, 2015. Under the "guaranteed status," no portion of the SCCRT was allocated to the Project revenue because the amount the County receives is not affected by the existence of the TRI properties. The County elected to be removed from the guaranteed SCCRT and will receive revenue based on actual sales taxes collected from County sources, which may have a significant impact on current and future Project net revenue. However, it is uncertain at this time, how the SCCRT attributable to the Project will be determined as there is currently no separately identifiable zip code or other mechanism in place to allocate the tax source within the County.

NOTE 4 - CONTINGENCIES AND UNCERTAINTIES

In addition to the SCCRT, the County receives other taxes and fees that have not been allocated to the Project because of a lack of readily available information that specifically identifies the source of the funds. Accordingly, such amounts have not been included in the past or current schedule of project revenue and net revenue. In the event that the information necessary to allocate such taxes and fees becomes available, or TRI and the County enter into a stipulation agreement to include additional revenue sources, such amounts may have a significant effect on the Project revenue and net revenue. The effect of any additional revenue sources cannot be determined at this time.

SUPPLEMENTARY INFORMATION

SUPPLEMENTARY INFORMATION SCHEDULE OF NET PROJECT REVENUE REIMBURSEMENT

FOR THE YEAR ENDED JUNE 30, 2016 (WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2015)

		2016	_	2015 (Memorándum Only)
NET PROJECT REVENUE			_	
For the year ended June 30, 2002	\$	622,967	\$	622,967
For the year ended June 30, 2003		281,152		281,152
For the year ended June 30, 2004		620,102		620,102
For the year ended June 30, 2005		599,079		599,079
For the year ended June 30, 2006		1,095,455		1,095,455
For the year ended June 30, 2007		1,537,981		1,537,981
For the year ended June 30, 2008		1,608,939		1,608,939
For the year ended June 30, 2009		1,844,154		1,844,154
For the year ended June 30, 2010		2,467,573		2,467,573
For the year ended June 30, 2011		2,179,714		2,179,714
For the year ended June 30, 2012		1,672,476		1,672,476
For the year ended June 30, 2013		1,559,563		1,559,563
For the year ended June 30, 2014		2,068,872		2,068,872
For the year ended June 30, 2015		2,486,137		2,486,137
For the year ended June 30, 2016		2,788,141		
	-	23,432,305		20,644,164
Revenue threshold	-	(5,000,000)	-	(5,000,000)
Total net project revenue reimbursement		18,432,305		15,644,164
LESS CUMULATIVE REPAYMENTS THROUGH JUNE 30	-	(5,340,639)	-	(4,790,870)
Total net project revenue reimbursement over cumulative repayments through June 30	\$_	13,091,666	\$_	10,853,294

SUPPLEMENTARY INFORMATION SCHEDULE OF PROJECT VOUCHERS FOR THE YEAR ENDED JUNE 30, 2016

	Prior to Ju	Prior to June 30, 2015		Year Ended 30, 2016	June 30, 2016 Outstanding
Location/Costs	Approved Vouchers (Unaudited)	Vouchers Paid (Unaudited)	Vouchers Approved (Unaudited)	Vouchers Paid (Unaudited)	Approved Vouchers (Unaudited)
Waltham Way Phase I	\$ 751,562	\$ (751,562)	\$ -	\$ -	s -
Waltham Way Phase II Fire Station -	3,226	(3,226)			
Includes Hydrants	3,093,856	(3,093,856)	180		-
Britain	510,546	(510,546)		-	_
Denmark	804,327	(401,409)		(402,918)	
Ireland	318,999	(30,271)	(2)	(146,851)	141,877
Italy	285,648		(* €)	3.60	285,648
London	373,299		550	5 7 7	373,299
Milan	695,025		-		695,025
Peru	1,980,606	3 m 3	3#0	-	1,980,606
Pittsburgh	202,328	: **:	3=3	(=)	202,328
Portofino	3,685,873				3,685,873
RR Spur	4,918,261	: €	140	-	4,918,261
Sydney	589,985				589,985
USA Interchange	10,725,755				10,725,755
USA Parkway	2,484,529	· ·	320		2,484,529
USA Parkway Phase II	8,920,764	:•:	:=:	: €0	8,920,764
USA Parkway Phase III	3,618,053			-	3,618,053
USA RR Bridge	2,380,905	:	128	-	2,380,905
Venice	507,017	185	5*05	(4)	507,017
Infrastructure					
2010-2011 Fiscal Year	120,013	· ·	2	-	120,013
2011-2012 Fiscal Year	28,482		940	? ♣ !	28,482
2012-2013 Fiscal Year	9,894				9,894
	\$_47,008,953	\$(4,790,870)	\$	\$(549,769)	\$_41,668,314_*

^{*} Total does not reflect the following subsequent activities:

1) Payments made or subject to approval in the form of credits against property taxes owed by TRI:

2016/2017 fiscal year	\$ 464,057
2017/2018 fiscal year	595,490
	\$ 1,059,547

- 2) New voucher submitted for Milan East totaling \$825,647
- 3) Storey County has established the TRI Payback Fund in order to accumulate money for the payback of approved vouchers. At June 30, 2016, the TRI Payback Fund balance totaled \$2,020,563.

SUPPLEMENTARY INFORMATION SCHEDULE OF REIMBURSEMENT LIMITS FOR THE YEAR ENDED JUNE 30, 2016

(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2015)

ANNUAL DEBT LIMIT CALCULATION	_	2016		2015 (Memorandum Only)
Project Assessed Valuation (Unaudited)	•	E7 744 400	•	50,000,074
Land Improvements	\$	57,744,466	\$	58,020,871
·		126,960,685		109,146,250
Personal property	_	55,850,209		51,040,441
Total net project assessed valuation		240,555,360		218,207,562
Percentage allowed	_	5%		5%
Annual debt limit	\$_	12,027,768	\$_	10,910,378
ANNUAL NET REVENUE LIMIT CALCULATION				
Net revenue	\$	2,788,141	\$	2,486,137
Percentage allowed		35%		35%
Annual net revenue limit	\$_	975,849	\$_	870,148
ANNUAL ELIGIBLE REIMBURSEMENTS BASED ON NET REVENUE LIM	SITS			
June 30, 2012	\$	(=)	\$	140
June 30, 2013	•	_	•	
June 30, 2014		2		554,560
June 30, 2015		769,731		870,148
June 30, 2016		975,849		5.
	_	1,745,580		1,424,708
Reimbursed vouchers		(549,769)		(654,977)
Eligible reimbursements based on debt and	_			
annual net revenue limits at June 30	\$_	1,195,811	\$	769,731
SUMMARY OF OUTSTANDING VOUCHERS				
Total outstanding approved vouchers, beginning of year	\$	42,218,083	\$	42,863,166
Add new vouchers approved	Ψ	-12,210,000	Ψ	9,894
Less reimbursements from Storey County		(549,769)		(654,977)
Approved outstanding vouchers	_	41,668,314		42,218,083
Approved outstanding vouchers in excess of reimbursement limits	_	(40,472,503)		(41,448,352)
Approved outstanding vouchers eligible for reimbursement	\$_	1,195,811	\$	769,731



Storey County Board of County Commissioners Agenda Action Report

Meeting date:	Estimate of time required:		
Agenda: Consent []	Regular agenda [x]	Public hearing required []	
1. Title: Review and year ended Jun		Storey County Audited Financial Statements for the	
2. Recommended med I hereby approach 30, 2017.		y Audited Financial Statements for the year ended June	
3. Prepared by: Hug	th Gallagher		
Department:	Comptroller	Telephone: 847-1006	
4. Staff summary: The attached S Commission for appre		d Financial Statements are presented the Storey County	
5. Supporting mater	ials: Audit Report St	orey County, Nevada June 30, 2017.	
6. Fiscal impact:			
Funds Availab	ole: Fun	d: _x Comptroller	
7. Legal review requ		District Attorney	
8. Reviewed by: _x Departs	ment Head	Department Name: Commissioner's Office	
County l	Manager	Other agency review:	
9. Board action: [] Appro [] Denied		Approved with Modifications Continued	



Storey County Board of County Commissioners

Agenda Action Report

Meeti	ng Date: Tuesday, December	05, 2017	Estimate of Time rec	quired: 5 minutes		
Agend	la: Consent ⊠	Regular 🗆	Public	Hearing Required 🗆		
Jefferso \$8,837.	Title: DISCUSSION/POSSIBLE Arom the Nevada Administrative Con Audio Video Arraignment System 00 to be shared equally by the Stoused to provide \$4,418.50 of the market states.	ffice of the Cour n for the courtroo prey County Distri	ts in the amount of \$29, om. Actual requested amo	ount is \$20,619.92. Match is		
2. Recommended Motion: I move to approve the Trial Court Improvement (TCI) Grant from the Nevada Administrative Office of the Courts in the amount of \$29,456.92 for a Jefferson Audio Video Arraignment System for the courtroom.						
3.	Prepared By: E.F. Herrington,	Justice of the Pea	ice			
	Department: Justice Court	775-847-0962				
4. Staff Summary: Storey County has been awarded a Trial Court Improvement (TCI) Grant from the Nevada Administrative Office of the Courts in the amount of \$29,456.92 for a Jefferson Audio Video Arraignment System for the courtroom. Judge Eileen Herrington submitted this grant in June 2017 to improve safety in the courtroom. It is also requested that authorization be given to Judge Herrington to sign all associated grant documentation. Your approval of this grant award, grant agreement, and associated documentation will allow staff to move forward with implementing this project.						
5.			ated documentation			
6.	Fiscal Impact: Funds Availabl		206-206-53300-121	Comptroller		
7.	Legal Review Required:	District	t Attorney 🗆			
8.	Reviewed By: Department Head	ě	Department Name: Con	nmissioners' Office		
	☐ County Manager		☐ Other Agency Review	V		
9.	Board Action:					
	☐ Approve	☐ Approved w	ith Modifications			
	☐ Denied	☐ Continued				
			Agend	a Item No		

GRANT AGREEMENT BETWEEN THE NEVADA ADMINISTRATIVE OFFICE OF THE COURTS AND VIRGINIA TOWNSHIP JUSTICE COURT

The Administrative Office of the Courts (AOC), and VIRGINIA TOWNSHIP JUSTICE COURT, Grantee, enter into this Grant Agreement (Agreement) as follows:

WITNESSETH:

WHEREAS, AOC has established a funding source from monies received through preemptory challenge fees, hereinafter referred to as Trial Court Improvement (TCI) Grant; and

WHEREAS, Grantee has provided AOC with all required applications, forms, and budget information, dated July 01, 2017, consisting of 11 pages as required by the Trial Court Improvement (TCI) Grant, a copy of which is attached as **EXHIBIT A**; and

WHEREAS, the AOC has approved Grantee's request for funding to be used for the purchase and installation of a JAVS Arraignment System in the courtroom; and

WHEREAS, the AOC has determined the project is within the parameters of Trial Court Improvement (TCI); and

WHEREAS, the parties agree that this Agreement is in the best interests of all parties;

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

A. The AOC's Commitment

- 1. The AOC and/or the TCI Grant Administrator, or its designee, shall be responsible for contract administration, including, but not limited to, review and approval of all reports required herein and responses to Grantee's inquiries.
- 2. The AOC representative, Jamie Gradick, may be contacted at the Administrative Office of the Courts, 201 South Carson Street, Suite 250, Carson City, Nevada 89701; telephone number 775-687-9808.
- 3. The AOC hereby grants to the Virginia Township Justice Court, Grantee, the total sum of TWENTY THOUSAND, SIX HUNDRED TWENTY DOLLARS (\$20,620.00). These funds shall be paid directly by AOC to the Grantee/Grantee's representative to be used for the purpose described in the recommendation memo more fully described in **EXHIBIT B**.
- 4. Grant funds shall be disbursed via EFT (electronic funds transfer) within a reasonable time after this Agreement has been fully executed by all parties.
- 5. The funds expended will be drawn from budget account 1493-18.

Grant Agreement Virginia Township Justice Court FY 2018 – Page 1 of 3

B. Virginia Township Justice Court Commitment

- The VIRGINIA TOWNSHIP JUSTICE COURT, Grantee, agrees that all grant funds received from AOC under this Agreement shall be used solely for the purpose described in the recommendation memo.
- 2. The Grantee's representative, **JUDGE EILEEN HERRINGTON**, may be contacted at P.O Box 674, Virginia City, NV 89440; telephone number 775-847-0962.
- 3. Grantee agrees that all grant funds received shall be documented and accounted for under an accounting system that is in compliance with AOC's Minimum Accounting Standards. All such accounts and records shall be subject to inspection and audit by AOC or its authorized representative at any time upon reasonable advance written notice.
- 4. Grantee shall safeguard the grant funds upon receipt to the best of its ability.
- 5. Grantee shall comply with all rules and regulations regarding the expenditure of funds and project completion, including timelines and reporting requirements established by the AOC. This includes timely, quarterly submissions of grant program status report forms, if applicable; the grant program status report form shall be in a form/format approved by AOC and is attached as **EXHIBIT C.**
- 6. Grantee acknowledges it is solely responsible for the management of the purpose/project for which grant funds are awarded and that AOC has no responsibility to maintain said equipment.
- 7. Grantee shall submit a comprehensive final narrative, final budget report, and relevant project receipts upon completion of the project, but no later than 30 days later than the expiration date. The final narrative must provide confirmation that the grant project has been completed in accordance with terms of this agreement and should indicate/explain any funding surplus; the final budget report shall be in a form/format approved by AOC and is attached as **EXHIBIT D**.
- 8. Upon completion of the project, if the project comes in under the projected budget, the Grantee agrees to return any unused grant funds to the AOC. The amount of funds returned should be the same percentage as was provided for the whole project. Since 70 % funding was provided for the project, the same percentage of the savings shall be returned to the AOC to be applied to the TCI budget.
- Grantee agrees to acknowledge the Administrative Office of the Courts and the Nevada Supreme Court as a funding source on any and all publications prepared utilizing grant funds as described herein.

C. General Provisions

- 1. This Agreement shall expire on June 30, 2018.
- 2. The parties shall comply with all applicable local, state, and federal laws, as well as applicable Canons of Judicial Conduct, in carrying out the obligations of this Agreement.

- 3. Grantee shall not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without prior written consent of AOC.
- 4. Grantee shall not be liable to AOC or to any third party; nor shall AOC be liable to the Grantee or to any third party for any indirect, special, or consequential damages including, without limitation, any loss of income, loss of profit, loss of revenue, or loss of use of equipment, regardless of whether AOC or Grantee has been advised of the possibility of such damages arising out of or in connection with this Agreement.
- 5. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.
- 6. This Agreement may be terminated by either party within thirty (30) days following execution, without cause and upon written notice by mail, facsimile, email, or other method effecting actual notice. Termination of this Agreement shall be effective thirty (30) days after the date of delivery of the termination notice. Upon the effective date of such termination, any and all rights and obligations of all parties hereto shall be deemed at an end and canceled except as previously accrued or vested.
- 7. If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.
- 8. This Agreement constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

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

ADMINISTRATIVE OFFICE OF THE COURTS NEVADA SUPREME COURT

w - 2 W - 3

By: _	
• 5=	ROBIN SWEET
	Director
	Dated:
VIRO	GINIA TOWNSHIP JUSTICE COURT
	JUDGE EILEEN HERRINGTON
	Justice Court Judge
	Dated:

Nevada Supreme Court, Administrative Office of the Courts AOC Grant Application Coversheet

Applicant Court Virgi	nia Township Justice Co	purt	
Contact Person Eile	en Herrington, Justice of	the Peace	
Address 26 South B	Street, P.O. Box 674		
Phone (775) 847-096	2Fax(7	775) 847-0915	
E-mail eherrin	gton@storeycounty.org	0	
Project Title: Grant f	or JAVS Arraignment Sy	ystem and Jail Video Con	ference
		nment System for the con	
		vill be paid equally by the	
	First Judicial District Con		
Grant Applied For: Project Start Date:	USJR X TC	I ject Completion Date:	April 2018
	Project Total:	\$29,456.92]
	Requested Amount:	\$20,619.92	
	Applicant Match:	\$8,837.00	
Application Checklist	t		·
Coversheet			
Statement of Pr	roblem		
	and Implementation		
Capabilities/Co	mpetencies		
Budget and Nar			
Impact/Outcom	es and Evaluation		
Signed Assuran	ces Oo		
Authorized Signature:_	EL Pr		_Date: 6/19/2017
Name: E, F, HE	RRINGTON		

Storey County – Virginia Township Justice Court Trial Court Improvement Program Grant Funding Application July 2017

STATEMENT OF THE PROBLEM

The Virginia Township Justice Court (VTJC) is in dire need of grant funding to purchase a Jefferson Audio Video Arraignment system (JAVS) to reduce the need for inmates to be transported to the courtroom. Currently, inmates enter the courtroom from the public entrance and are transported via the public elevator. There are no holding facilities in the courthouse and only one elevator. In the last month, during court hearings, one inmate became "ballistic" and ran out of the courtroom in shackles. As security personnel attempted to restrain the inmate outside the courtroom, another inmate was left in the courtroom unguarded. The current situation poses a threat to the public, court staff, and the judge.

The JAVS Arraignment system will significantly decrease the number of times inmates need to be transported to the courtroom. It will also allow inmates who pose a health risk such as suffering from an airborne contagious disease to be confined to the jail and avoid exposure to the public, court staff and judge. Inmates who have been determined as high risk or suffering from mental illness can also be confined to the jail to reduce potential security risks.

Storey County is in the preliminary stages of designing a new Justice Court that will be in a multi-public office complex. Estimated completion date for the project is 2020. Until the complex is completed, the Justice Court faces security risks. If the JAVS Arraignment system is not purchased, the number of times inmates are transported to the courtroom will continue and the security risk will remain the same. The VTJC is utilizing the First Judicial District Court's courtroom for court hearings. The new arraignment system will benefit both the District Court and the Justice Court.

PROJECT DESIGN AND IMPLEMENTATION

The technologically advanced Jefferson Audio Video Arraignment system (JAVS) will allow inmates to remain at the Storey County Jail. Arraignments and other hearings will take place via video conference between the VTJC and Jail for those inmates who pose a security or health risk.

The JAVS Arraignment system will be installed at the courthouse within 120 days after funding approval.

Responsible Party	Milestones/Evaluation	Timeframe
JAVS, Court Personnel, Storey County IT Dept	Courtroom/Equipment Assessment	February 2018
JAVS, Storey County IT Dept and Court Personnel	Installation of JAVS Equipment	March 2018
JAVS, Storey County IT Dept, and Court Personnel	Validation of System and Staff Training	April 2018

Storey County – Virginia Township Justice Court Trial Court Improvement Program Grant Funding Application July 2017

CAPABILITIES/COMPETENCIES

JAVS is a privately held company founded in 1981 and based in Louisville, Kentucky. JAVS personnel who have successfully installed systems in more than 2,500 courtrooms in 35 states and abroad will be responsible for the installation of the JAVS Arraignment system. JAVS installed the existing audio/video system in the Storey County Courthouse. JAVS possesses all appropriate licenses to install products in the State of Nevada. For these reasons, JAVS has been identified as the best suited contractor because of their knowledge and over 35 years of experience.

By using experienced JAVS installers, we anticipate a seamless installation. In addition, we currently utilize existing court staff to operate the JAVS system in the courtroom. We plan to utilize the same court staff to operate the new JAVS Arraignment system which is 100% compatible with the existing JAVS Audio/Video system.

Training will also be provided by JAVS to ensure that court staff can operate both systems unilaterally. Jail staff will also be trained to understand how to correctly position inmates in front of the camera at the jail to allow the video arraignment to be successful. We believe all of these factors will provide the needed capabilities and competencies for the project to be successful.

BUDGET			
ITEM	COST		
Arraignment Video Conferencing System w/court monitor	\$13,347.42		
Secure Video Conferencing Unit for Storey County Jail w/security cabinet	\$16,109.50		
Sub-total Sub-total	\$29,456.92		
Justice Court Contribution for Match 15%	\$4418.50		
District Court Contribution for Match 15%	\$4418.50		
Total Grant Request	\$20,619.92		

Storey County - Virginia Township Justice Court Trial Court Improvement Program Grant Funding Application July 2017

BUDGET NARRATIVE

The total cost for the JAVS Arraignment and Video Conferencing Unit is \$29,456.92 (please see attached proposals). The 30% required match for the JAVS Arraignment system will be split evenly between the Virginia Township Justice Court and the First Judicial District Court in the amount of \$8,837.00.

IMPACT/OUTCOMES AND EVALUATION

If awarded grant funding, the VTJC will contract with JAVS to install the JAVS Arraignment system. The expected impact is that the installation of the Arraignment system will provide a tremendous safety benefit for the public, employees, and judge. The Arraignment system will enable Security personnel to monitor inmates at the Jail which is a locked facility. It will significantly reduce the number of transportations needed of inmates to the courthouse thereby reducing potential risk or harm. The expected outcome is efficient video conferencing for the Arraignment and other court hearings which will result in a safer courthouse.

If grant funding is not awarded, the status quo will continue. Security personnel will have no other option than to continue to transport inmates who may be high risk or possess a health risk for the VTJC.

The evaluation of the JAVS Arraignment system will be conducted by the judge and court staff. Review of court hearings for audio and video clarity will be routinely made. Inmates will be admonished prior to court hearings to advise the judge immediately if there are any problems with audio or video. The judge will stop the hearing instantly if there are any problems.

JAVS will provide regular maintenance to ensure the JAVS Arraignment system is working at optimum level.

I will have the overall responsibility to ensure that the installation of the JAVS Arraignment system at the Storey County Courthouse is performed in an efficient and professional manner for the VTJC.

Honorable Eileen F. Herrington

Justice of the Peace

Virginia Township Justice Court

Storey County - Virginia Township Justice Court Trial Court Improvement Program Grant Funding Application July 2017

I will assist the VTJC to ensure that the installation of the JAVS Arraignment system at the Storey County Courthouse is performed in an efficient and professional manner for the VTJC.

Date

Date

Maxine Cortes

Court Administrator

First Judicial District Court

Carson City Justice/Municipal Court

Nevada Supreme Court, Administrative Office of the Courts

Grant Assurances

As an authorized representative of the applicant, I hereby certify and assure that:

- The applicant has the authority to apply for Administrative Office of the Courts (AOC) grant
 assistance and has the institutional, managerial, and financial capacity to successfully carry out
 the project described in the application.
- The applicant acknowledges receipt of grant funds is contingent upon availability of funds to AOC, and delivery of funds is dependent upon applicant compliance with all terms of the grant award and program.
- The AOC will not be held responsible for recurring costs, maintenance costs, or support costs for any product or service procured with grant funds.
- 4) The applicant agrees to indemnify, save, and hold harmless AOC to the extent legally allowable for all claims related to grant funds and funded projects.
- 5) The applicant will grant the AOC and its authorized representatives full access to, and right to examine, all records, books, papers, documents, and electronic files relating to the award, expenditure of funds, and applicant contribution.
- 6) The applicant will account for any awarded funds and applicant contribution under an accounting system that is in compliance with the AOC's Minimum Accounting Standards (MAS).
- 7) The applicant will make reasonable efforts to ensure that no employee or official will use the awarded funds for personal gain, and will diligently work to prevent conflict of interest, or an appearance thereof, related to grant funds and grant funded projects.
- 8) The applicant will comply with all rules, regulations, policies, and procedures regarding the expenditure of funds and project completion, including timelines and reporting requirements, as set forth by AOC in any award that is made.
- 9) The applicant is, and will continue to be, in compliance with all applicable Nevada Revised Statutes, Federal Laws, and Cannons of Judicial Conduct applicable to the awarded funds, expenditure of funds, and/or project completion.
- 10) The applicant will acknowledge the Nevada Supreme Court, Administrative Office of the Courts as a funding source on all publications furnished by grant funds.

 The applicant will receive awarded grant funds vi hardship is demonstrated. 	a electronic funds transfer (EFT), unless undue
Authorized Signature:	Date: 6/19/2017
Name: EFHERRINGTON	Title: TUSTICE OF THE 16ACS

APPENDIX A

Administrative Office of the Court Grant Request Budget Form

Indicate grant funding source (s):

Uniform System for Judicial Records Grant

Trial Court Improvement Grant

CATEGORY	<u>A</u> TOTAL (B+C)	<u>B</u> CASH MATCH	<u>C</u> AOC GRANT FUNDS
Personnel	\$	\$	\$
Fringe Benefits	\$	\$	\$
Consultant/Contractual	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$29,456.92	\$8,837.00	
Supplies	\$	\$	\$20,619.92
Telephone	\$	\$	3
Postage	\$	\$	\$
Printing/Photocopying	\$	\$	\$
Audit	\$	\$	\$
Other	\$	\$	\$
Indirect Costs (%)	\$		\$
, and the second	7	\$	\$
TOTALS:	\$29,456.92	\$8,837.00	\$20,619.92

other sources:	ce has been or will be sought for this project from the following



13020 Middletown Industrial Blvd Louisville KY 40223 **United States** Phone: 502.244.8788 www.javs.com Tax ID #61-0990800

Quote

5/10/2017	JAVQ-36771
Quote Date	Quote#

50274

Page 1 of 2

AP Invoice To

Vanessa Stephens, Clerk Treasurer Storey County District Court 26 S B Street PO Drawer D Virginia City NV 89440 United States

Storey County District Court P.O. Drawer D 26 S B St Virginia City NV 89440 United States

VICES ON A STATE OF THE STATE O	Oon #	Terms	Date Expires	Sales Rep
	Oup #	Net 30	6/1/2018	Gabriel Schmitz
	CODD #	Net 30	6/1/2018	Gabriel Schmitz Order Notes

Order Notes

Quote provides for a Video Conferencing System and new Courtroom Monitor to be integrated into an existing JAVS Centro audio video recording

THIS QUOTE IS AN ESTIMATE ONLY. A TRUE SITE VISIT WILL BE REQUIRED TO ENSURE PROPER SYSTEM FUNCTIONALITY

ltern	Description	Quantity	Units	Rate	A
	NV Storey County District Court Video Conferencing Add On	DOWNSHIAM BOOKS AND ST	300000000000000000000000000000000000000	Malle	Amount
	VIDEO CONFERENCING				
JAV-GROUP500-AC	RealPresence Group 500 - 720P: Group500 HD CODEC, EagleEye Acoustic Camera MAINTENANCE CONTRACT REQUIRED	1	EACH	6,999.00	6,999.0
JAV-GROUP500-PREMIER-AC	Polycom Partner Premier extended service agreement - 1 year. RealPresence Group 500 - 720P: Group 500 HD CODEC, EagleEye Acoustic Cam	ı	EACH	865.00	865.0
JAV-SC-CSV-HDMI	Composite/S-Video to HDMI Up-Converter	1	EACH	415.00	415.0
I/AV-AT-HD530	HDMI/DVI to Composite and S-Video Down-Converter with HDMI Loop Thru	1	EACH	350.00	350.00
AV-A3-PHX	Line Level Audio Input with Phoenix Connection	1	EACH	75.00	75.00
AV-MHD-18INPROBLK	1.5' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	2	EACH	19.99	39.98
	COURTROOM MONITOR				
AV-LED-60	60" LED Monitor	1	EACH	1,429.00	1,429.00
AV-PNRUB	Universal Articulating Arm Wall Mount for 42"- 71" with 25" extension	1	EACH	728.00	728.00
N-UH-IBT	HDMI/DVI over UTP Extender with HDBaseT up to 230'	1	EACH	430.00	430.00



13020 Middletown Industrial Blvd Louisville KY 40223 United States Phone: 502.244.8768 www.javs.com Tax ID # 61-0990800

Quote

Quote Date	Quote #
5/10/2017	JAVQ-36771

Acct No: 50274

Page 2 of 2

Item	Description	Quantity	Units	Rate	Amaria
	Sender & Receiver (For Connection from Codec Downscaler Loop Thru to Monitor for HDMI Feed)		35/13	i veno	Amount
JAV-MHD-18INPROBLK	1.5' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	1	EACH	19.99	19.9
	WIRES AND CONNECTORS				
JAV-CAT6P-STP	23 AWG Category 6 Shielded Twisted Pair Plenum Cable	1	EACH	0.95	0.93
JAV-STP-RJ45	EXT Ground CAT5E/6 (for use w/ HD Base T Equipment)	2	EACH	2.75	5.50
FAV-MISC	Misc. Hardware for Installation (Examples - Wall Plates, Wiremold, Floor Boxes) Please List all additional items used during Installation	1	EACH		50.00
	SHIPPING AND LABOR				
AV-Shipping	Shipping	1	EACH		100.00
AV-LABOR	Labor for Installation & Setup	1	EACH		1,840.00
Subtotal	SUBTOTAL	1			
					13,347.42
		_			
				1	
	1	ł		1	
	1				
	1				
		1			



13020 Middletown Industrial Blvd Louisville KY 40223 United States Phone: 502.244.8788 www.javs.com Tax ID # 61-0990800

Quote

5/10/2017	JAVQ-36772
Quote Date	Quote #

Appl No. - 50274

Page 1 of 2

AP Invoice To

Vanessa Stephens, Clerk Treasurer Storey County District Court 26 S B Street PO Drawer D Virginia City NV 89440 United States

Shin Tn

Vanessa Stephens, Clerk Treasurer Storey County District Court 26 S B Street PO Drawer D Virginia City NV 89440 United States

Sales Rep	Date Expires	Terms	Opp#	
Gabriel Schmitz	6/1/2018	Net 30		

Order Notes

Quote provides for a secure video conferencing unit for NV Storey County Detention Center.

The jail will be required to provide a duplex power outlet and network connection for the security cabinet.

Item	Description	Quantity	Links	D-1-	CITY OF MATERIAL PROPERTY.
	NV Storey County District Court Arraignment System Jail Cell Via Codec to Courtroom		150 M(S	Rate	Amount
	CODEC w/ SECURITY EQUIPMENT CABINET				
JAV-VIDEOPROTECT-500	Polycom RealPresence VideoProtect 500 Includes: Group 500-720p Codec - Rmt, MicArray, EE Acoustic Camera, 1-22" LCD w/Integrated Audio, - Handset, Cable Bundle, NA Pwr Cord, (Maintenance Contract Required)	1	EACH	11,999.00	11,999.00
JAV-VIDEOPROTECT-500-PREMIER	Polycom Premier Support, One Year, RealPresence VideoProtect 500 Includes: Group 500-720p Codec, Rmt, MicArray, EE Acoustic Camera, 1-22" LCD	I	EACH	1,483.00	1,483.00
	CABLE & CONNECTORS				
JAV-CAT5P-UTP	24 AWG Category 5e Unshielded Twisted Pair (UTP) Cable for Data Transmission up to 350 MHz. This cable is Plenum Rated and Verified to Category 5e Electricals	50	EACH	0.35	17.50
JAV-UTP-RJ45	RJ45 Connector unsheilded plug	4	EACH	2.50	10.00
	SHIPPING & LABOR				
JAV-Shipping	Shipping	1	EACH		300.00
JAV-LABOR	Labor for Installation & Setup	1	EACH		2,300.00
Subtotal	SUBTOTAL				2,500.00



13020 Middletown Industrial Blvd Louisville KY 40223 United States Phone: 502.244.8788 www.javs.com Tax ID # 61-0990800

Quote

5/10/2017	JAVQ-36772		
Quote Date	Quote #		

Acct No:

Page 2 of 2

Item	Description	Quantity	Units	Rate	Amount



Supreme Court of Nevada ADMINISTRATIVE OFFICE OF THE COURTS

MEMORANDUM

TO:

Supreme Court Executive Committee

THROUGH: Robin Sweet, Director and State Court Administrator

FROM:

AOC Grant Review Board

Jamie Gradick, Rural Courts Coordinator

John McCormick, Assistant Court Administrator

Rick Stefani, Deputy Director, IT

DATE:

October 12, 2017

SUBJECT: Fiscal Year 2018 AOC Grant Requests and Recommendations

The Administrative Office of the Courts received nine grant requests for funding during fiscal year 2018 AOC Grant Program submission period. All nine grant applications have been evaluated against the guidelines; six of those applications have been determined to be within the parameters of either the USJR or the Trial Court Improvement (TCI) funding stream. The requests are separated by funding stream below:

USJR

The USJR funding stream has \$50,000 available to award to Nevada trial courts. The Third Judicial District Court was the only court to request funding for projects that fall within the USJR funding stream guidelines. The court requested \$50,000 to help fund the conversion of data/records from the old ADS case management system to the new Justware system in order to allow for better USJR reporting.

The Grant Review Board recommends funding this proposal at the full, requested amount of \$50,000. The fiscal year 2018 budget has allocated funds for these purchases and there is money available to support the request.

COURT	PROJECT SUMMARY	PROJECT AMT	MATCH AMT	REQUEST AMT
Third Judicial District	Convert and transfer data and records from the old (2014) ADS system to the new Justware system database.	\$180,000.00	\$130,000.00	\$50,000.00

TCI

The TCI funding stream has \$100,000 available to award to Nevada trial courts. Five courts have requested funding within the scope of the TCI funding stream requirements. Although all requests meet the qualifying area regarding improvement to courts, the

requested grant funded project will help to mitigate these concerns by allowing inmates to appear via videoconference. The Grant Review Board recommends funding this grant in the amount of \$20,620.00* as requested.

5. The Walker River Justice Court request demonstrates need as the current audio/visual equipment in place is not suitable for the recording system installed by JCG Technologies using funds from the AOC Grant Program FY17 grant cycle. Given the court's successful completion of the previous grant cycle project and cost-efficiency of this proposed project, the Grant Review Board recommends funding this grant in the amount of \$5420.00* as requested.

	MARIZED FY2018 AOC GRANT REVIE	
RECO	MMENDATIONS FOR EXECUTIVE CO	OMMITTEE
	APPROVAL	
COURT	PROJECT SUMMARY	RECOMMENDED AWARD AMOUNT
	TCI FUNDING STREAM (\$100,000 available)
Boulder City	Purchase equipment for use in displaying evidence	
Justice Court	during hearings/court proceedings	\$14,660.00
Carson City	Purchase 2 CourtSmart digital systems to replace	
Muni/Justice	the current system that is nearing "end of	
Court	technological life".	\$31,580.00
Tonopah Justice	Purchase and installation of security camera	
Court	surveillance system	\$27,720.00
Virginia	Purchase and installation of JAVS Arraignment	
Township	System in courtroom	\$20,620.00
Justice Court		
Walker River	Purchase and installation of equipment for JCG	
Justice Court	Technologies video system	\$5,420.00
	MOTAL TO	
	TOTAL TCI	\$100,000.00
Third Judicial	USJR FUNDING STREAM (\$50,000 available	
	Convert and transfer data and records from the old	
District Court	(2014) ADS system to the new Justware system	
	database.	\$50,000.00
	TOTAL USJR	\$50,000.00

^{*} The Grant Review Board rounded the recommended amounts up to maintain even dollar amounts.

1	Name:	Title:
(AC Uniform System for Jud	OC Grant Program Status Report Form icial Records Grant Trial Court Improvement Grant
Grant	tee:	Grant Project Manager:
Repo	rting Period:	Agreement Number:
1	Program Summary	
1 2 3 4 5		Yes No Comments Short S
3	Please list activities planned	for next reporting period ending:
1		
2		
3		
<u>4</u> 5		
4	Please list any known risks or	challenges to project completion.
1		
2		

AOC Grant Program Final B	udget Re	port Form
Indicate grant (s):		
Uniform System for Judicial Records Grant		
Trial Court Improvement Grant		
Grantee	Grant Project Manager	
Reporting Period	Agreement Number	
	Totals	
1. Grant award amount:		
2. Grantee's contribution amount:		
3. Total project amount (1 +2):		
4. Final project cost (as reflected on final receipt/invoice):		
5. Expenditures previously reported to AOC:		
6. *Balance of awarded grant funds:		
*Balance of grantee's contribution amount:		
Signature of Authorized Official:		Date
Name:		Date:
Title:		

*If the project comes in under budget, this amount must be calculated in accordance with the percentage as outlined in Section B(8) of the Grant Agreement and the appropriate amount remitted to the AOC.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/05/17		Estimate of	time required: 10 min.
Agenda: Consent [] Regular agen	nda [x]	Public hearing require	ed [x]
1. Title: Discussion/For Poss No. 17-279 amending Storey County Code maps, division of land into large parcels, s reversions to acreage; Ordinance No. 17.2 Administrative Provisions, 17.10 Definition 17.28 Commercial Zone, 17.30 Commercial 17.35 Heavy Industrial Zone, 17.40 Estate Billboards; Ordinance No. 17.278 amending procedure for approval of planned unit dev Commissioners with recommendation by to manual setting forth certain development a planned unit developments, multi-family r County Commissioners with recommendat fees, including removing certain fees from any person may complete and return to the proposed amendments to the county code:	e Title 16 surety requises amendions, 17.12 ial-Resider 2 Zone, 17. ng Storey velopment the Plannir and design residential tion by the a code and a board or	Subdivisions to adopt new irements, land readjustmenting Storey County Code Times General Provisions, 17.15 atial Zone, 17.32 Forestry 44 Special Planning Review County Code 17.56 Plannes; and approval of Resoluting Commission adopting a standards and guidelines to complexes, and other uses a Planning Commission deplacing them into resoluting planning commission a standards commission a standards commission a standards and guidelines to complexes, and other uses a Planning Commission deplacing them into resolutions a standards and guidelines of the place of the planning commission a standards and guidelines to complexes, and other uses a place of the place of	nts, boundary line adjustments, and litle 17 Zoning including chapters 17.03 Public Zone, 17.24 Agriculture Zone, Zone, 17.34 Light Industrial Zone, aw Zone; and 17.84 Signs and ad Unit Developments to revise the lion No. 17-474 to the Board of County design criteria and improvement for residential and non-residential; Resolution No. 17-461 to the Board of termining and consolidating all planning on. In addition to provisions of the NRS.
2. Recommended motion: Se	e Enclos	ure A Recommended	Motion for Continuance.
3. Prepared by: Austin Osborne			
4. Department: Planning			Telephone: 775.847.0968
5. Staff summary: The item is required additional time		be continued to 01/0 of-reading, cleanup, ar	
 Supporting materials: Drafts are be available for the board meeting. 	e posted	at https://www.storey	county.org/517/Updates and will
7. Fiscal impact: None on local go	vernmen	t.	
Funds Available:	Fund	I:	Comptroller
8. Legal review required:	7	50.90 (a	
9. Reviewed by:	1	District Attorney	
_@'Department Head		Department Name:	
County Manager		Other agency review	
10. Board action:			
[] Approved [] Denied		Approved with Modi Continued	fications
	4.4	S out white right &	Agenda Item No.

Enclosure A: Recommended Motion for Continuance

Recommended Motion:

Based on the recommendation from staff, I [commissioner] motion to continue the following to the January 2, 2018, meeting of the Board of Storey County Commissioners, to be held at the Storey County Courthouse, District Courtroom, 26 South "B" Street, Virginia City, Nevada:

First Reading of: Ordinance No. 17-279 amending Storey County Code Title 16 Subdivisions to adopt new codes for land subdivisions, parcel maps, division of land into large parcels, surety requirements, land readjustments, boundary line adjustments, and reversions to acreage; Ordinance No. 17.280 amending Storey County Code Title 17 Zoning including chapters 17.03 Administrative Provisions, 17.10 Definitions, 17.12 General Provisions, 17.15 Public Zone, 17.24 Agriculture Zone, 17.28 Commercial Zone, 17.30 Commercial-Residential Zone, 17.32 Forestry Zone, 17.34 Light Industrial Zone, 17.35 Heavy Industrial Zone, 17.40 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards; Ordinance No. 17.278 amending Storey County Code 17.56 Planned Unit Developments to revise the procedure for approval of planned unit developments; and approval of Resolution No. 17-474 to the Board of County Commissioners with recommendation by the Planning Commission adopting a design criteria and improvement manual setting forth certain development and design standards and guidelines for residential and non-residential planned unit developments, multi-family residential complexes, and other uses; Resolution No. 17-461 to the Board of County Commissioners with recommendation by the Planning Commission determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution. In addition to provisions of the NRS, any person may complete and return to the board or planning commission a statement supporting or opposing the proposed amendments to the county code and zoning ordinance.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017		Estimate of time required: 20 min.
Agenda: Consent []	Regular agenda [x]	Public hearing required []
two department heads Board may take action authority to make the	in December 2016, a , including but not lib payments, setting a r e agency for evaluat	Review of monetary payments, described as buyouts, to January 2017 and June 2017 by the County Manager. The imited to, determining whether the county manager had review of the county manager's job performance, referring ion for violation of NRS, or determine whether to try to
2. Recommended mo payments and make ar	tion: The Board sho by appropriate motion	ould decide on a course of action of how to deal with these ns.
3. Prepared by: Hugh Department: Comp		847-1006
made by the County M the attached exhibit. A. The Board of by the county manager B. There are no Manager for these pay	lanager to department loes have written Po r, comptroller and di written materials in ments. hould decide if it wa r not informing the I	
	idget augmentation t	to cover these payments has been approved. Further fiscal
7. Legal review requi	red: Yes	District Attorney
8. Reviewed by: Departme	ent Head	Department Name: Commissioner's Office
County M	lanager	Other agency review:
9. Board action: [] Approv [] Denied	ed []	Approved with Modifications Continued Agenda Item No. 2

November 28, 2017

Storey County Commission

Commissioners;

Per your request at a regularly scheduled meeting of the Storey County Board of County Commissioners meeting on October 17, 2017, the following represents additional monetary payments to three Storey County Department Heads in December 2016, January 2017 and June 2017, who had already announced retirement dates. In an effort to disclose each of these transactions, I have listed the following Index and will comment on each schedule.

Exhibit A Storey County Retirement Benefits

Exhibit B Mike Nevin

Exhibit C Dean Haymore

Exhibit D Gary Hames

Exhibit A Storey County Retirement Payments

This exhibit reveals total payments to Mike Nevin, Dean Haymore and Gary Hames in the amount of \$ 214,410.14. Monetary payments to the above employees who opted into the "Nevada Public Employee's Deferred Compensation Program" in the amount of \$ 144,215.41 and were distributed as follows:

Mike Nevin \$ 39,335.61

Dean Haymore \$ 49,793.01

Gary Hames \$ 55,086.79

The amount of each individual's payment into the Deferred Compensation Program was equal to one year of additional PERS Retirement calculated as if each recipient's retirement date was December 2016 as reflected in Exhibits (A-1 through A-3).

This exhibit also reflects an Annual Leave and Sick Leave Buyout for Mike Nevin in the amount of \$ 24,670.00. In addition a PERS payment was made on behalf of Gary Hames in the amount of \$ 45,534.73.

Monetary Payments to Mike Nevin

Exhibit A indicates monetary payments in the amount of \$ 39,335.61 and an Annual Leave and Sick Leave buyout of \$ 24,670.00.

Exhibit B reflects how the first transaction was completed.

Nevada Deferred Compensation (VOYA) is normally used by employees to contribute pre-tax income from their payroll checks. In this particular case, this was the only document presented to the Comptroller's Administrative Assistant during the payroll week ended December 16, 2016. You will notice next to the VOYA insignia is a \$36,000 amount and the description "Note: For Buyout".

Exhibit B-1 reflects the same type of transaction for \$3,335.61, for the payroll period ending January 13, 2017. There is also no initials or signature authorizing this transaction, only the word "For Buyout Balance".

Exhibit B-2 reflects a "Notice of Termination of Employment" for Mike Nevin. This represents the entire monetary transaction on January 13, 2017 and the categories of payment. Of particular concern is the calculation of Vacation pay of \$ 19,670.00. Under the current AFSCME Collective Bargaining Agreement dated November 1, 2016 and effective July 1, 2016, the terminated employee will be compensated "for the total number of annual leave hours accrued (up to 240 hours).

Exhibit B-3 Reflects comments and documentation from the Human Resources Department and County Manager on the Vacation Pay for Mike Nevin.

Monetary Payments to Dean Haymore

Exhibit A indicates monetary payments in the amount of \$ 49,783.39.

Exhibit C reflects the initial payment of \$ 27,600 to VOYA for the payroll week ended December 16, 2016. This document is noted "For buyout".

Exhibit C-1 reflects the second half of the payment of \$ 22,183.01 for the payroll week ended June 16, 2017. Note at the bottom of the page that this transaction was approved by the County Manager on June 13, 2017.

Monetary Payments to Gary Hames

Exhibit A indicates monetary payments in the amount of \$55,086.79 and a contribution to the Nevada Public Retirement System (PERS) OF \$45,534.73.

Exhibit D reflects the initial payment of \$ 35,000.00 into a VOYA deferred income account for the payroll week ended December 16, 2016. The explanation on this document was described as "Note: For Buyout".

Exhibit D-1 reflects the second half of the payment of \$ 20,086.79 for the payroll week ended June 16, 2017. Note at the bottom of the page that this transition was approved by the County Manager on June 13, 2017.

Exhibit D-2 represents a document from Nevada PERS with regard to a "Purchase of Service Agreement" on behalf of Gary Hames. This Document was approved by County Manager Pat Whitten on June 13, 2017. At the present time, we are unable to confirm the payment amount of \$ 45,534.75 from the Nevada Public Employee Retirement System (NVPERS).

Conclusion

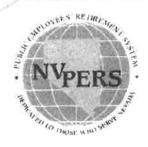
In summary, these transactions reflect a Buy-Out for early separation of service. There is however, no documentation to demonstrate that these transactions are similar to those constructed in the past. Past recipients were required to complete and sign a document similar to (Exhibit E). If this was not considered Early Separation but additional remuneration for quality of service, then a Pay Request form (Exhibit F) should have been completed.

Respectively Submitted,

Storey County Comptroller

STOREY COUNTY RETIREMENT PAYMENTS

DATE			Mike	Dean	Gary	Total	
			Nevin	Haymore	Hames		
12/16/2016	Bonus	Α	\$ 36,000.00	\$ 27,600.00	\$ 35,000.00	\$ 98,600.00	
1/13/2017	Bonus	Α	\$ 3,335.61			\$ 3,335.61	
1/13/2017	Sick Leave Buyout		\$ 5,000.00			\$ 5,000.00	
1/13/2017	Annual Leave Buyout	В	\$ 19,670.00			\$ 19,670.00	
6/16/2017	Bonus			\$ 22,183.01	\$ 20,086.79	\$ 42,269.80	
6/23/2017	PERS	c			\$ 45,534.73	\$ 45,534.73	
			\$ 64,005.61	\$ 49,783.01	\$ 100,621.52	\$ 214,410.14	
A	There is no information	as to the i	ntent of this buy	out, nor are th	nere any calculat	ions	
	pertaining to the buyou	ıt amount	per individual.				
В	This amount represents Annual Leave for 362.99 hours. According to the current ASCME contract signed November 1, 2016 and effective July 1, 2017, the total hours that						
	should have been paid						
	are no issues with the s						
С	The explanation for this	s expenditu	re is a result of a	a PERS dispute			
	over prior years. I have no other paperwork on this						
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	expenditure nor were v	ve informe	d as to the natur	e of the disput	ie.		
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Quick Links

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Judicial Retirement System

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2016 Pensionomics

Positive Impact for Nevada September 2013

Service Credit Purchase Estimator

You can use our calculator below to give you an estimated cost for the purchase of one year of service credit. This cost is based on your salary times the number of months purchased times the adultrial percentage based on your age:



Special note for part-time employees: You should adjust the salary amount you input to reflect what you would earn if you had worked full-time. A part-time employee is a member who works less than full-time according to the employer's full-time work schedule.

Which employee group do you belong to?

What is your current annual salary (No Comma Necessary)?

What is your current age?

Regular Police / Fire

\$112709.50

62 years

Total lump sum cost for a 1 year purchase (Principal):

\$39335761



Tell me more

If you decide to purchase, you must first contact PERS to request a purchase of service agreement.



CERTIFIED

39,335.61

36,000.00 PAID OUT IN 2016

3,335.61

DUE JAN 2017

EXHIBIT

A-1





Public Employees' Retirement System of Nevada
693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax (775) 687-5131
5740 S. Eastern Ave. Suite 120, Las Vegas, NV 89119 (702) 486-3900 Fax (702) 678-6934
Toil Free 1-866-473-7768 Website: www.nvpers.org Email: nvpers@nvpers.org

Purchase of Service Program

If you have five years of creditable service you may purchase up to a maximum of five years of service credit. The cost to purchase service is based on your average compensation times the number of months purchased times the actuarial percentage based on your age. Purchases may be paid in a lump sum, through installments (at 8% interest), or through direct rollover of deferred funds. If you decide to purchase, you must first contact PERS to request a purchase-of-service agreement.

Special note for part-time employees: Your average compensation is calculated on salary you would have received had you worked full-time. A part-time employee is a member who works less than full-time according to the employer's full-time work schedule.

1. Your Average Monthly Compensation
(Average of your 36 highest consecutive months of salary)

= \$ 12,420.91

2. Multiplied by the # of months to be purchased

x 12.00

s 149,050.92

Purchase Percentage Based on Age
 (Find your age and corresponding % from table below)

 $= X_33.40$

= s 49,783.01

4. Estimated lump sum cost to purchase additional service (Principal) Purchase Percentages Purchase Percentages for Regular Members: for Police and Firemen: Age Percent Age Percent Age Percent Percent Age 30 or 55 38.6 30 or 39.4 55 under 16.9 37.9 56 24.5 38.8 under 56 31 17.5 57 37.2 25,2 31 57 38.1 32 18.1 58 36.5 25.8 37.4 32 58 33 18.7 59 35.7 33 26.5 59 36.7 34 19.3 60 35.0 34 27.3 60 36.0 35 19.9 61 34.2 35 28.0 61 35.3 36 20.6 62 33.4 36 28.8 34.5 62 21.3 37 63 32.6 37 29.6 63 33.7 38 22.0 64 31.8 38 30.4 64 33.0 39 22.7 65 31.0 39 65 31.2 32.2 40 23.4 66 30.1 41 24.2 67 29.3 Jessica Polisso 42 25.0 68 28.4 NOVEES' RETIREAD Retirement Examiner I 43 25,9 69 27.6 44 26.7 70 26.7 45 27.6 71 25.8

693 W. Nye Lane
Carson City, NV 89703
(775) 687-4200
Fax: (775) 687-5131
Toll Free: (866) 473-7768
www.nvpers.org

80

EXHIBIT

Purchase of Service information and calculator are also available on our website at <u>www.nvpers.org</u>. POS Worksheet.doc

24.9

24.1

23.2

22.3

21.4

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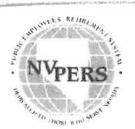
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18.9



NVPERS Home Log Off to view general information

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_ .

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Help FAQs

Glossary of Terms

st 1287 1190

Welcome Back, GARY HAMES

Email: gharnes@storeycounty.org Last Login: Jan 16, 2015 at 11 41.29

Service Credit Purchase Estimator

You can use our calculator below to give you an estimated cost for the purchase of one year of service credit.

This cost is based on your salary times the number of months purchased times the actuarial percentage based on your age.



Special note for part-time employees: You should adjust the salary amount you input to reflect what you would earn if you had worked full-time. A part-time employee is a member who works less than full-time according to the employer's full-time work schedule.

Enter Information

Which employee group do you belong to?

What is your current annual salary (No Comma Necessary)?

What is your current age?

Calculate

Calculation Results

Total lump sum cost for a 1 year purchase (Principal):

\$ 55086.79

O Regular Police / Fire

\$ 129615.98

49 years

Tall me more

If you decide to purchase, you must first contact PERS to request a purchase of service agreement.

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1-Year = \$55,086.79

EXHIBIT

A-3





Nevada Public Employees' Deferred Compensation Program (NDC) Payroll Contribution Form

t 904		Payroll C	ontribution	Form	
Name_N	lichael E	Neum	Employee ID#_	14	
Agency_	STORLY (2 wn Ty	Daytime Telep	hone_775-5	847-0417
	Change Paychec	k Deduction		check Deduction *	
				ust complete an EZ i ne with Voya Finan	Enroliment form or cial® to set up an account.
EMPLOYER	☐ State of Neva	da 🔲 NV System o	of Higher Educa		ance Partner City, County, Non-State)
PAYCHECK I authorize m from my sala	v Employer to ded		iount(s) <i>per pa</i> j	rperiod (minimum FOR Bu	\$12.50 per pay period)
V	OVA.	Pre-Tax (Regular)	Post-Tax (I	
If you wish to previous for	cancel/suspend c n(s) on file.	urrent payroll dedu	ction, please in	dicate \$0. This for	m,will supersede any
CHECK BOX	IF APPLICABLE*:				
		f Birth/ the end of the calen		e electing to use t	his catch-up provision。
You <u>mu</u>	457(b) Catch-Up E st include a copy o eeper to ensure eli	the investment pro	ovider calculatio	on sheet submitted	to the
*Please note to choose t	that you cannot use ne option most benef	both the Age 50+ and icial to you.	the Special Catc	h-up provision at the	e same time. You need
EFFECTIVE D This agreeme received and		the first full payroll ayroll department.	period of the m	onth following the	date this form is
Signature	Ufidial .	Mai		Date 12-8	·2016
		Please send the o Fax: 7 Email: <u>deferred</u> c	75.684.3399		
		Vere Sie	10 4 055 55		EXITIBI

Voya Financial® 1.866.464.6832



Nevada Public Employees' Deferred Compensation Program (NDC) Payroll Contribution Form

A 904	rayion	Contribution Form
Name (Tichael Nevin	Employee ID#
Agency_	STOREY COUNTY	Daytime Telephone 775 %47-0417 New Paycheck Deduction **STOP HERE!!**
	Change Paycheck Deduction	New Paycheck Deduction **STOP HERE!!** **You must complete an EZ Enrollment form or enroll online with Voya Financial® to set up an account.
EMPLOYE	R: State of Nevada NV System	of Higher Education (NSHE) Alliance Partner (City, County, Non-State)
I authorize	ary to NDC: Pre-Tax	mount(s) per pay period (minimum \$12.50 per pay period) * FOR BUYOUT DAMACE (Regular) Post-Tax (Roth)
previous fo	to cancel/suspend current payroll dec rm(s) on file.	duction, please indicate \$0. This form will supersede any
Age 5 You n Speci You n recor	ni 457(b) Catch-Up Election ust include a copy of the investment p lkeeper to ensure eligibility.	endar year you are electing to use this catch-up provision.
to choose	the option most beneficial to you. DATE:	nd the Special Catch-up provision at the same time. You need
	ent will be effective the first full payro I processed by the payroll department	Il period of the month following the date this form is
Signatu	Michael 10 &c	Date 12/30/16
	Fax:	completed form to NDC 775.684.3399 dcomp@defcomp.nv.gov
	Voya Financ	cial® 1.866.464.6832

STOREY COUNTY NOTICE OF TERMINATION OF EMPLOYMENT

Nevin LAST NAME	Michael FIRST	E.		
Hire Date 1-1-1980 Rate of Pay	Last Day Worked 12-30-2016	Date Terminated 12-31-2016	Position Public Works Director	
1. Has er	mployee returned all a	ssigned County Prov	porty including	
a.	Keys	ssigned County Prop	berty including:	
b	Tools and Equip	ment		
c.	Manuals, Books,	Charge Cards etc	•	
d	Cellular phone	omingo ouras, otc.		
е.	Uniform, includi	ng pants, button-up	shirt, hat, t-shirt, and any other	
	Fire District own	ned items.	sint, nat, t-sint, and any other	
f	Badge	17.000 A		
2. (Option terminal	onal) Supervisor and o	r employee explanat	ion or comments regarding	
I certify under	penalty of perjury tha	t the shows is some		
11/ 1	pointry of perjuty tha	t the above is correc	t.	
THEGUAL	C'Ken		12/27/2016	
Employee Sign	nature		Date	
10 35 350			Date	
I certify under	penalty of perjury that	the above is correc	t	
11/1/10	/		1 1	
11/11/11/11	1. Ei	10-	12/17/2016	
Employer Sign	ature		Date	
PAYROLL ON	ILY:			
Regular Pay \$	Overtin	ne Pay \$	Other \$	
Vacation Pay \$				
Tomas -	TANTO SICK TO	ave ray \$ 5000	00 Sev 3335.61	
TOTAL FINAL	CHECK \$	Date Paid:	Agreement Y/N DD/LC	
	Gross 2	0,006.04		
	/	/	_	
Delete: AL/SL Deduc	Termed .	AS400 Cop	y for PERS Z	a . -

Melissa Field

From:

Pat Whitten

Sent:

Thursday, January 12, 2017 11:39 AM

To:

Austin Osborne

Cc:

Hugh Gallagher; Jennifer McCain; Melissa Field; Jessie Fain

Subject:

Re: Mike Nevin

I concur with Austin's comments and actions.

Pat Whitten - Storey County Manager

Sent from my iPad

On Jan 12, 2017, at 11:29 AM, Austin Osborne <aosborne@storeycounty.org> wrote:

Hugh,

Mike Nevin announced his retirement at the time that the former CBA and current policy were and are effective, respectively. Bargaining with the AFSCME group at that time was still in negotiations. As you know we make strong effort to treat all employees, management and non-management, equitably, that including the offering of sick and annual leave accrual and payout. Mike's leave payout shall conform to current policy and it is consistent with the prior CBA.

Austin

From: Hugh Gallagher

Sent: Thursday, January 12, 2017 9:06 AM

To: Austin Osborne Subject: Mike Nevin

Austin

Just a reminder that we need the explanation pertaining to Mike Nevin's adjustment on Annual Leave. I don't feel comfortable issuing the check until I have the directive.

1

Thanks,

Hugh

<image001.jpg>
Hugh Gallagher
Storey County Comptroller
PO BOX 432
Virginia City, NV 89440

Office: 775-847-1006 Cell: 775-291-4508 Fax: 775-847-1151

Storey County is an Equal Opportunity Provider

Ex HIBIT



Nevada Public Employees' Deferred Compensation Program (NDC) Payroll Contribution Form

504

Name DARTELL DEAN HAYMORE Employee ID#
Agency STOCEY COUNTY Daytime Telephone
Change Paycheck Deduction New Paycheck Deduction **STOP HERE!!** **You must complete an EZ Enrollment form or enroll online with Voya Financial® to set up an account.
EMPLOYER: State of Nevada NV System of Higher Education (NSHE) Alliance Partner (City, County, Non-State)
PAYCHECK DEDUCTION AMOUNT: Contactoff authorize my Employer to deduct the following amount(s) per pay period (minimum \$12.50 per pay period) from my salary to NDC: FOR buyout
from my salary to NDC: NOTE: FOR boyout Pre-Tax (Regular) Post-Tax (Roth) \$ 27,600 \$
If you wish to cancel/suspend current payroll deduction, please indicate \$0. This form will supersede any previous form(s) on file.
CHECK BOX IF APPLICABLE*:
Age 50+ Catch-Up: Date of Birth
Special 457(b) Catch-Up Election You must include a copy of the investment provider calculation sheet submitted to the recordkeeper to ensure eligibility.
*Please note that you cannot use both the Age 50+ and the Special Catch-up provision at the same time. You need to choose the option most beneficial to you.
EFFECTIVE DATE: This agreement will be effective the first full payroll period of the month following the date this form is received and processed by the payroll department.
Signature Date De 2016
Please send the completed form to NDC Fax: 775.684.3399 Email: deferredcomp@defcomp.nv.gov
Voya Financial® 1.866.464.6832

Nevada State Library and Archives Building, 100 N. Stewart Street, Suite 210, Carson City Phone 775,684.3397 | Fax 775,684.3399 | Website http://defcomp.nv.gov/



Nevada Public Employees' Deferred Compensation Program (NDC) Payroll Contribution Form

平304

Name DARRELL DEEN HALMORE Employee ID#
Agency STOREY COOTY Daytime Telephone 742 8226
Change Paycheck Deduction New Paycheck Deduction **STOP HERE!!** **You must complete an EZ Enrollment form or enroll online with Voya Financial* to set up an account.
EMPLOYER: State of Nevada NV System of Higher Education (NSHE) Alliance Partner (City, County, Non-State)
PAYCHECK DEDUCTION AMOUNT:
authorize my Employer to deduct the following amount(s) per pay period (minimum \$12.50 per pay period)
from my salary to NDC: * NOTE: FOR BUYOUT
Pre-Tax (Regular) Post-Tax (Roth)
VOVA
VOVA \$ 22,183.01 s
If you wish to cancel/suspend current payroll deduction, please indicate \$0. This form will supersede any previous form(s) on file.
CHECK BOX IF APPLICABLE*:
Age 50+ Catch-Up: Date of Birth/ You must reach age 50 by the end of the calendar year you are electing to use this catch-up provision. Special 457(b) Catch-Up Election You must include a copy of the investment provider calculation sheet submitted to the
recordkeeper to ensure eligibility.
*Please note that you cannot use both the Age 50+ and the Special Catch-up provision at the same time. You need to choose the option most beneficial to you.
This agreement will be effective the first full payroll period of the month following the date this form is received and processed by the payroll department. Signature Date Date Divide 2017 Please send the completed form to NDC Fax: 775.684.3399 Email: deferredcomp@defcomp.nv.gov
EXHIBIT
Vova Financial® 1.866.464.6832
Nevada State Library and Archives Building, 100 N. Stewart Street, Suite 210, Carson City Phone 775.684.3397 Fax 775.684.3399 Website http://defcomp.nv.gov/

13 JUNE 2017



Payroll Contribution Form

Name Gary Hames Employee ID# 0912
Agency Fire District (Storay County) Daytime Phone (775) 742. 9826
Change Paycheck Deduction Increase, Discontinue New Paycheck Deduction **STOP HERE!!** **You must complete an EZ Enrollment form OR Enroll Online with Voya Financial® to set up an account. Please initial here if you enrolled online
EMPLOYER: State of Nevada NV System of Higher Education (NSHE) Alliance Partner (City, County, Non-State)
PAYCHECK DEDUCTION AMOUNT: 10 Contractor of the
If you wish to cancel/suspend current payroll deduction, please indicate \$0. This form will supersede an previous form(s) on file. CHECK BOX IF APPLICABLE*:
Age 50+ Catch-Up: Date of Birth// You must reach age 50 by the end of the calendar year you are electing to use this catch-up provision.
Special 457(b) Catch-Up Election You must include a copy of the investment provider calculation sheet submitted to the recordkeeper to ensure eligibility. *Please note that you cannot use both the Age 50+ and the Special Catch-up provision at the same time. You need to choose the option most beneficial to you.
EFFECTIVE DATE: This agreement will be effective the first payroll period of the month following the date this form is received and processed by the payroll department.
Signature Day Lange Date 12/25/16
Please send the completed form to NDC Fax: 775.684.3399 Email: deferredcomp@defcomp.nv.gov

Voya Financial® 1.866.464.6832

EXHIBIT



Payroll Contribution Form

Date 6/13/2017

₩ 912 Name GARY D. HAMES Employee ID# Agency STOREY COUNTY Daytime Phone (775) 742 - 9826 Change Paycheck Deduction New Paycheck Deduction **STOP HERE!!** Increase, Decrease, Discontinue **You must complete an EZ Enrollment form OR Enroll Online with Voya Financial® to set up an account. Please initial here if you enrolled online EMPLOYER: State of Nevada NV System of Higher Education (NSHE) Political Subdivision (City, County, Non-State) PAYCHECK DEDUCTION AMOUNT: I authorize my Employer to deduct the following amount(s) per pay period (minimum \$12.50 per pay period) from my salary to NDC: * NOTE: FOR Buyest Pre-Tax (Regular) Post-Tax (Roth) \$ 20.086,79 If you wish to cancel/suspend current payroll deduction, please indicate \$0. This form will supersede any previous form(s) on file. CHECK BOX IF APPLICABLE*: Age 50+ Catch-Up: Date of Birth ____/__/
You must reach age 50 by the end of the calendar year you are electing to use this catch-up provision. Special 457(b) Catch-Up Election You must include a copy of the investment provider calculation sheet submitted to the recordkeeper to ensure eligibility. *Please note that you cannot use both the Age 50+ and the Special Catch-up provision at the same time. You need to choose the option most beneficial to you. EFFECTIVE DATE: This agreement will be effective the first payroll period of the month following the date this form is received and processed by the payroll department.

> Please send the completed form to NDC Fax: 775.684.3399

Email: deferredcomp@defcomp.nv.gov

Voya Financial® 1.866.464.6832

Nevada State Library and Archives Building, 100 N. Stewart Street, Suite 210, Carson City, NV 89701 775.684.3397 | Fax 775.684.3399 | http://defcomp.nv.gov/

HABROVEL - July

Signature

EXHIBIT

D-1

13 JUHE 2017



Public Employees' Retirement System of Nevada

693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax (775) 687-5131
5740 S. Eastern Ave. Suite 120, Las Vegas, NV 89119 (702) 486-3900 Fax (702) 678-6934
Toll Free 1-866-473-7768 Website: www.nvpers.org Email: nvpers@nvpers.org

Purchase of Service Agreement

SECTION I - General Terms and Conditions

This Agreement is entered into on May 19, 2017, between Storey County, Employer # 320, hereinafter referred to as "Agency", and the Public Employees' Retirement System of Nevada, hereinafter referred to as "PERS", on behalf of Gary D Hames, SSN# hereinafter referred to as "Member".

This purchase is for 0 years, 8 months, and 14 days of additional Police/Fire service for Member.

Total Due Date:

July 18, 2017

Identification #:

7

Amount of Principal

\$45,534.73

Total Amount Due by lump-sum payment

\$45,534.73

SECTION II - Allocation of Payments

Upon completion of this Agreement, one hundred percent (100%) of the Agency's payment will be credited to Member's employer contribution account. Employer contributions are not refundable to Member upon termination of membership in PERS.

Approved 13 same 5011

EXHIBIT D-2



STOREY COUNTY EARLY RETIREMENT INCENTIVE PROGRAM APPLICATION

NAME:	
CURRENT JOB CLASS: Senior Administrative DEPARTMENT: Commissioner Office	ve Specialist
I hereby apply for early retirement program ben- agree to the terms and conditions of program par	efits. By my initials in the blocks below, I
My application for early retirement program	benefits must be submitted by June 1, 2012.
If accepted into the program, I must retire from June 30, 2012.	om Storey County employment no later than
By accepting the benefits of this program, I for Storey County employment in any job cla	waive all rights to apply for or be considered ass in which I have previously worked.
If accepted in the program, my date of retirer	ment will be June 28, 2012.
By signing below, I am accepting the purchase of to receive a one-time cash payment of \$	f two (2) years of retirement and I'm electing
Signature	Date
NOTICE OF DETI	FDMINATION
Your application for benefits under the Early	Retirement Incentive Decomme Last
[Accepted	[] Denied
Ву	Date
Personnel Director	Date
By	Date
County Manager	Datte
County Manager ACCEPTANCE OF DE	
ACCEPTANCE OF DE	eby confirm my application for benefits
County Manager	eby confirm my application for benefits

PAY REQUEST

Department:	x
Employee:	Employee No.:
Title:	
Grade:	
Step:	
Dollar Amount:	
Hours:	
Effective Date:	
Account No.:	EEO:
This DOESN'T	change the above employee's anniversary date to the effective date. change the above employee's anniversary date to:
JUSTIFICATION:	Reclass payroll expense to new Fund per 2014-15 Budget.
APPROVED	DENIED
Signed this day of	,2014
Austin Osborne Adminstrative Officer	
	dtd Emailed to PR
PAYROLL	
New H	ireRaise
	Longevity Updated Fire AL/SK Fire Holiday
	Retro Pay To be paid on: Amount:
	Update Excel Worksheet Update AS400 BiWeekly:
	Update AS400 BiWeekly: AFSCME Dues Hourly:
	OT:
PERS Month	Misc:
Ready to file	dtd PR Enter



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: December 5, 2017		Estimate of time required: 20 min.		
Agenda: Consent [] Regular ag	genda [x]	Public hearing required []		
fire chief in December 2016, and including but not limited to, deter	June 20 rmining v an outsid	Review of monetary payments, described as buyouts, to 17 by the County Manager. The Board may take action, whether the county manager had authority to make the de agency for evaluation for violation of NRS, or determine payments.		
Recommended motion: The I payments and make any appropri		ould decide on a course of action of how to deal with these ons.		
 Prepared by: Hugh Gallagher Department: Comptroller 		847-1006		
made by the County Manager to attached exhibit. A. There are no written m Manager for these payments.	the fire contact aterials it de if it w	th a decision about how it wants to deal with the payments hief within the last year. The payments are detailed in the n relation to the agreement provided by the County ants to review the County Manager's actions in making Board.		
		port and exhibits. See item 21.		
6. Fiscal impact: A budget augm impacts depends on the Board de	entation cides to c	to cover these payments has been approved. Further fiscal		
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 [] Denied	[]	Approved with Modifications Continued Agenda Item No. 23		



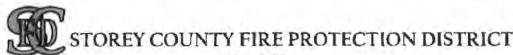
Meeting date: 12/05/17

Storey County Board of Fire Commissioners Agenda Action Report

Estimate of time required: 15 min.

County Fire Protection District (4227 (Union) amending languag	a: Approval of Memorandum of Understanding between the Storey Employer) and the Storey County Firefighters' Association IAFF Local in Article 1 Sections 1(a) and 1(b) of the 2017-2019 collective to supervisory and non-supervisory bargaining units.
Employer and the Union with the commissioner] motion to approve Fire Protection District (Employe (Union) by amending language in	the recommendation by staff and a mediated agreement between the Federal Mediation and Conciliation Services (FMCS), I [fire Memorandum of Understanding (MOU) between the Storey County) and the Storey County Firefighters' Association IAFF Local 4227 Article 1 Sections 1(a) and 1(b) of the 2017-2019 collective of supervisory and non-supervisory bargaining units as shown the MOU
3. Prepared by: Austin Osborne	
Department : Human Resources	Telephone : 775.847.0968
the Federal Mediation and Concil collective bargaining agreement a	2017, the Employer and the Union engaged in no-cost mediation with ation Services (FMCS) regarding a disagreement in the 2017-2019 rout supervisory and non-supervisory unit language. The
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding st to approval by fire board. 5. Supporting materials: Enclosed subject to	ation Services (FMCS) regarding a disagreement in the 2017-2019
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding sh to approval by fire board. 5. Supporting materials: Enclosed subject to 5. Fiscal impact:	ation Services (FMCS) regarding a disagreement in the 2017-2019 bout supervisory and non-supervisory unit language. The own in this request reflects the agreement between the parties, subject MCS mediated agreement between the Employer and the Union, approval by the fire board.
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding st to approval by fire board. 5. Supporting materials: Enclosed subject to	ation Services (FMCS) regarding a disagreement in the 2017-2019 bout supervisory and non-supervisory unit language. The own in this request reflects the agreement between the parties, subject EMCS mediated agreement between the Employer and the Union,
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding st to approval by fire board. 5. Supporting materials: Enclosed subject to 6. Fiscal impact: Funds Available: n/a	ation Services (FMCS) regarding a disagreement in the 2017-2019 bout supervisory and non-supervisory unit language. The own in this request reflects the agreement between the parties, subject MCS mediated agreement between the Employer and the Union, approval by the fire board.
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding sh to approval by fire board. 5. Supporting materials: Enclosed subject to 5. Fiscal impact:	ation Services (FMCS) regarding a disagreement in the 2017-2019 bout supervisory and non-supervisory unit language. The bown in this request reflects the agreement between the parties, subject fMCS mediated agreement between the Employer and the Union, approval by the fire board. Fund: n/a Comptroller
the Federal Mediation and Concil collective bargaining agreement a memorandum of understanding sh to approval by fire board. 5. Supporting materials: Enclosed subject to 6. Fiscal impact: Funds Available: 1. Legal review required: 6. Reviewed by:	ation Services (FMCS) regarding a disagreement in the 2017-2019 bout supervisory and non-supervisory unit language. The bown in this request reflects the agreement between the parties, subject of MCS mediated agreement between the Employer and the Union, approval by the fire board. Fund: n/a Comptroller District Attorney

Enclosure A: FMCS Mediated Agreement and MOU Amending Text in the 2017-2019 CBA



145 North C Street P.O. Box 503 Virginia Clty, NV 89440 (775) 847-0954 Phone • (775) 847-0987 Fax

October 30, 2017

Re: FMCS Mediated Agreement: Memorandum of Understanding to 2017-2019 CBA

The Storey County Fire Protection District (Employer) and the Storey County Firefighters' Association, IAFF Local 4227 (Union) engaged in mediation with the Federal Mediation and Conciliation Services (FMCS) on October 30, 2017, regarding the contents of Article 1 Recognition of the 2017-2019 Collective Bargaining Agreement (CBA). The parties hereby agree to the following terms as a Memorandum of Understanding (MOU) to the CBA, subject to approval by the Board of Storey County Fire Commissioners and in accordance with NRS 288.

- By November 7, 2017, at 5:00 p.m., the Union agrees to ratify in its entirety the 2017-2019 CBA as adopted by the Board of Storey County Fire Commissioners on August 15, 2017, and the Union's ratification will include Article 1 as adopted by the Board of Storey County Fire Commissioners on said date and as shown in Exhibit A attached hereto.
- At its December 5, 2017, meeting of the Board of Storey County Fire Commissioners, Fire
 District staff will present as an action item with recommendation for approval this MOU
 amending Article 1 as shown in Exhibit B attached hereto. If the Boards fails to approve the
 MOU, Article 1, Sections 1(a) and 1(b) of the CBA remain open to further negotiations. No other
 part of Article 1, or any other part of the CBA, will remain open to further negotiations.
- Action by the Board of Storey County Fire Commissioners or Fire District staff will not affect any other part of the 2017-2019 CBA.
- This MOU will remain in effect for the remaining term of said CBA.

Enclosures: Exhibit A – Board approved CBA Article | from August 15, 2017 Exhibit B – CBA Article | as amended per this MOU

SIGNATORIES TO MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this day of, 2017

STOREY COUNTY FIRE

PROTECTION DISTRICT

Marshall McBride, Chairman

STOREY COUNTY FIRE FIGHTERS'

ASSOCIATION AFF LOCAL 4227

Man Dixon, President

Page 1 of 4

Jack	McGuffey,	Vice	Chairman

Justin Grimm, Vice-President

Lance Gilman, Commissioner

Jeff Nevin, Fire Chief

Pat Whitten, County Manager

Austin Osborne, HR Director

APPROVED AS TO FORM:

Attest By:

Anne Langer, District Attorney

Vanessa Stephens, Storey County Clerk/Treasurer

Page 2 of 4

Exhibit A - Board approved CBA Article 1 from August 15, 2017

ARTICLE 1: RECOGNITION

- The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the Supervisory and Non-Supervisory bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units. This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units as follows:
 - a. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the Union as the exclusive bargaining agent for all nonsupervisory District employees listed in Section 2 of this Article.
 - b. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the union as the exclusive bargaining agent for supervisory District employees listed in Section 2 this Article.
- 2. The following job class(es) shall be covered by this Agreement:
 - Senior Firefighter/AEMT Non Supervisory Unit
 - b. Senior Firefighter/Paramedic Non-Supervisory Unit
 - c. Fire Captain Supervisory
- 3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

Exhibit B - CBA Article I as amended per this MOU

ARTICLE 1: RECOGNITION

- 1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the Supervisory and Non-Supervisory bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units.
- 2. The following job class(es) shall be covered by this Agreement:
 - a. Senior Firefighter/AEMT Non Supervisory Unit
 - b. Senior Firefighter/Paramedic Non-Supervisory Unit
 - c. Fire Captain Supervisory Unit
- 3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/5/17		Estimate of time required:
Agenda: Consent [x] Regular age	enda [] Public hea	aring required []
. <u>Title</u> : Discussion & possible act Sheriff's Office.	tion for the purchas	e of body cameras for the Storey County
	fice that are outside	for the purchase of body cameras for the e the projected budget for fiscal year 17/18
. Prepared by: Brandy Gavenda,	Administrative As	sistant
Department: SCSO		Telephone: 775-847-0959
	at are outside the pr	the purchase of body cameras for the Storey ojected budget for fiscal year 17/18 and
. Supporting materials: See atta	iched Agenda letter	
Fiscal impact: None		
Funds Available:	Fund:	Comptroller
Legal review required:	District At	torney
. Reviewed by: _X_ Department Head	Departm	ent Name: Gerald Antinoro
County Manager	Other ag	ency review:
. Board action: Approved	[] Approve	d with Modifications
Denied	[] Continue	



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro Sheriff

November 17, 2017

To:

Vanessa Stephens, Clerk's Office

Pat Whitten, County Manager

Fr:

Brandy Gavenda

Please add the following item(s) to the December 5, 2017 Commissioners Consent Agenda:

Discussion & Possible action for the purchase of Body Cameras for the SCSO.

Office: (775) 847-0959

Estimate

Date 10/10/2017 Estimate # 13041 PO #

Bill To

Deputy Chief Tony Dosen Storey County Sheriffs Office (NV) 205 South C Street Virginia City NV 89440



Expires Sales Rep Shipping Method

11/30/2017 Michael Pisciotta FedEx Ground VIEVU 645 Elliott Ave. W. Suite 370 Seattle WA 98119 1.888.285.4548 Fax: 206.299.3380

Ship To

Deputy Chief Tony Dosen Storey County Sheriffs Office (NV) 205 South C Street Virginia City NV 89440

11111	Guidan Salth Agranga	r. Orogan	Uma	Terre	About
VIEVU Solution - Unlimited Plus Plan	16	A 36 month plan that provides a camera, extended warranty and access to our Microsoft Azure Cloud enabled software. Unlimited storage for 366 days or less Retention Policy - must be SD and from a VIEVU camera. Camera must be assigned to an individual officer includes additional 25GB data per camera for all other data not included in prior description. \$48/month per camera.		2.880-00	51,840.00
LE4	20	LE4 Body Worn Video Camera		899 95	0.00
Multi-Dock Network (LE4)	2	Multi-Dock network download station for LE4 cameras		1,499.99	0.00
VIEVU Deployment Kit	18	Includes Sample Policies, Pre-Deployment IT Consult. Onsite Setup and Training, Warranty, 24/7/365 Customer Support		199.00	0,00
		Automatic Video Reduction - Reduction Software License \$299 / month (not included in quote)			
		All VIEVU supplied Hardware is refreshed at 30 months.			
		VIEVU Solution Smart Phone App - Included in price and available to all VIEVU licensed users			
		Unlimited DA Licenses Included in price.			

Thank you for your belief in our products.

We have several options if you like to process this estimate.

Forward a purchase order via email to michael.pisciotta@vievu.com, or

- 2. Fax a purchase order to 206-299-3380 or,
- 3. Contact Mike Pisciotta directly at 1-206-482-3028, or
- 4. Return this estimate signed and approved with a Lieutenant or above signature.

If you are tax exempt, please fax your certificate to 206.299.3380 or email to info@vievu.com.

If you need any additional information or assistance, please let us know.

Thank you.

Shipping Cost (FedEx Ground) 100.00 Total \$51,940.00





VIEVU Solution Services Agreement

THIS VIEVU SOLUTION SERVICES AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN VIEVU, LLC, A STATE OF WASHINGTON LIMITED LIABILITY COMPANY ("VIEVU"), WITH A PRINCIPAL PLACE OF BUSINESS LOCATED AT 645 Elliott Ave W Suite #370 Seattle, WA 98119, AND THE CUSTOMER LISTED BELOW (THE "CUSTOMER"). CUSTOMER AND VIEVU ARE EACH A "PARTY," AND TOGETHER, THE "PARTIES" TO THIS AGREEMENT. CAPITALIZED TERMS NOT DEFINED IN THIS COVER SHEET ("COVER SHEET") SHALL HAVE THE MEANINGS GIVEN THEM IN THE EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN. THE STANDARD TERMS AND CONDITIONS ARE ATTACHED HERETO AS EXHIBIT A.

ATTAC AS EX	CHED HERETO AND CHIBIT A.) INCORPORATED H	IEREIN. THE STANDARD TERMS A	ND CONDITIONS ARE ATTACHED HERETO
14.00	T	(Street Address)	of Customer) Virginia City, NV 89440	
	application provid the "VIEVU Solut other file content,	ed on a "software as a don") used to facilitate and stored via the Can	a service" (SaaS) basis (the "Subscri	ner (the "Cameras"); and (b) web-based software ption Software", and, together with the Cameras, dio, video and other files created by a Camera, or at the price listed in the table below (the "Solution Exhibit A.
Came	ra Description		Number of Subscriptions	Subscription Fee
	LE4		18	# 48/month (5 yr agreement)
2	Services") at the	orices listed below (the erms and Conditions so ctionality*Aut	"Add-On Fees", and, together with the	sing the following add-on services (the "Add-On the Solution Fees, the "Subscription Fees") subject authorized User per month
3			orage per Camera is included as par	rt of the Solution Fees. Additional storage can be
	purchased from V	IEVU at a cost of \$.12	5 per GB per month if purchased ther	eafter.
4.	Professional Servant Any professional s	<u>vices</u> . In connection was services performed by	vith the VIEVU Solution, VIEVU may p VIEVU will be pursuant to a separate	rovide certain professional services to Customer. agreement entered into between the parties.
5.	Deployment Fee deployment fee of	. Within thirty (30) da \$199.00 per Camera,	ays following the Effective Date (as unless waived by VIEVU.	defined below), Customer will pay a one-time
6	to the VIEVU Solution Date (the "Initial Tunless Customer point (the "Extended Tollowing the Effective Technology of the	tion by VIEVU (the "Ef "erm"). After the Initial provides written notice erm", and together wi tive Date, but prior to	fective Date") and shall remain in efform, this Agreement shall automation of termination to VIEVU at least sixty the Initial Term, the "Term"). If this the end of the Initial Term, Custome	e date that VIEVU provides Customer with access ect for thirty-six (36) months following the Effective cally extend successive twelve (12) month periods (60) days before the end of the then current Term is Agreement is terminated after the fifteenth day or agrees to pay an early termination charge in an appaid the Subscription Fee paid (the "Termination
7.	Cameras and/or S	subscription Software	nall be incorporated into and be bindi that is signed, issued or accepted by d and shall be void and without effect.	ng upon any quote, purchase order or delivery of y Customer. Any additional or different terms set
The Pa	rties agree to the ter orporated herein and	ms of this Agreement I made a part hereof.	, including the terms of this Cover Sho This Agreement shall only be binding	eet and Exhibits A and B attached hereto which when executed by VIEVU, LLC.
VIEVU,			CUSTOMER	
Authoria	zed Signature:		Authorized Sign	ature:

Title:

^{*} Indicates Third Party Programs

1. RIGHTS TO THE VIEVU SOLUTION

- License Grant. During the Term and subject to the terms 1.1. and conditions of this Agreement, VIEVU hereby grants to Customer a limited, non-exclusive, non-transferable, nonsublicenseable right and license to: (a) access and use, solely in object code form, VIEVU's proprietary software (the "Camera Software") solely to the extent installed on the Cameras; and (b) the right to display, access and use the Subscription Software solely for Customer's internal operations. The Customer acknowledges that use of the Subscription Services requires the installation and use of certain on-premise software (the "On Premise Software"), each of which is subject to a separate license agreement between the Parties. As between the Parties, all Intellectual Property rights, distribution rights and all other proprietary rights to the VIEVU Solution remain solely with VIEVU.
- License Restrictions. Customer will not and will not attempt to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the VIEVU Solution or in any Add- On Services; (b) provide, lease or lend the VIEVU Solution or any Add-On Services to any third party except as expressly authorized hereunder; (c) remove any proprietary notices or labels displayed on the VIEVU Solution, an Add-On Service or the Documentation; (d) create a derivative work of any part of the VIEVU Solution or any Add On Service; (e) use the VIEVU Solution or any Add-On Service for any unlawful purpose; or (f) create Internet "links" to or from the VIEVU Solution or any Add- On Service, or "frame" or "mirror" any of VIEVU's content which forms part of any Add-On Service or the VIEVU Solution. Customer may use the VIEVU Solution and the Add-On Services only for Customer's legitimate business purposes and in compliance with applicable laws and regulations, including without limitation laws and regulations applying to privacy and personal information. Customer is solely responsible for ensuring that only authorized personnel of Customer have access to the VIEVU Solution and the Add-On Services.
- Use Restrictions. Customer agrees that it will not and will not permit any Authorized User to use VIEVU Solution or any of the Add-On Services to: (a) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; (b) upload, post, e-mail, otherwise transmit or post links to any content that the Customer does not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (c) to upload, post, e-mail, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the network of VIEVU; and/or
 - (d) to infringe any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contribute to inducing or facilitating such infringement. VIEVU reserves the right to delete or remove any content that may violate a third party's copyright upon receipt of notice of such violation by the third party holder of said

- right. Customer agrees to indemnify and hold VIEVU and its officers, directors, employees and agents of any of the foregoing ("VIEVU Indemnitee") harmless from and against claims, losses, damages, liabilities, fines, penalties, costs and expenses incurred by any VIEVU Indemnitee as a result of Customer's breach of any of the provisions of this Section 11 of this Agreement. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated used to gain access to the VIEVU Solution and Customer agrees to promptly notify VIEVU about any possible misuse of any logonor any security incident related to the VIEVU Solution.
- 1.4. Third Party Programs. The Add-On Services are Third Party Programs. The third party owner, author or provider of such Third Party Programs retains all ownership and intellectual property rights in and to that content, and Customer's rights to use such Third Party Programs are subject to, and governed by, the terms applicable to such programs as specified by such third party owner, author or provider, unless otherwise specified on the Cover Sheet.
- 1.5. Authorized User Accounts. For the Add-On Services, Customer is entitled to the number of users set forth on the Cover Page. Customer is permitted to assign a user account only to its Customer's employees, agents, contractors and subcontractors and other authorized third parties (each an "Authorized User"). Customer will be fully responsible for the acts of its Authorized Users. If in any period it is determined that the number of users in a period exceeds the amount of Authorized User subscriptions purchased, VIEVU will notify Customer in writing and Customer will immediately pay to VIEVU any amounts that should have been paid.
- Storage Access. Data storage is subject to the usage limits specified on the Cover Sheet.

2. CONFIGURATION AND UPDATES

- 2.1. <u>Camera Configuration</u>. Unless otherwise set forth on the Cover Sheet, Customer is responsible for configuring the Cameras and implementing the VIEVU Solution in accordance with the instructions provided by VIEVU (the "Deployment Setup Guide").
- Updates to Subscription Software. VIEVU may make 2.2. changes or updates to the Subscription Software (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Programs. The functionality of the Subscription Software is subject to change at VIEVU's discretion; however, such changes or updates will not result in a material reduction in the functionality of the Subscription Software. improvements, enhancements, modifications, and/or changes to the Subscription Software will be done automatically and remotely by VIEVU.
- 2.3. Software Updates. To enable optimal access, VIEVU may verify the version of the Camera Software and/or the On Premise Software used by Customer and recommend Customer download and install updates, with or without notice, to the Cameras. Failure to install updates to the Camera Software or the On Premise Software, as applicable, may affect Customer's ability to use certain functions of the VIEVU Solution.
- 3. SERVICE SPECIFICATIONS AND THIRD PARTY PROGRAMS

- 3.1. <u>Service Specifications</u>. The VIEVU Solution is subject to and governed by the Service Specifications. Customer acknowledges that use of the VIEVU Solution in a manner not consistent with the Service Specifications may adversely affect the performance of the VIEVU Solution, the availability of any applicable warranty, and/or may result in additional fees.
- 3.2. <u>Camera Specifications</u>. The Cameras are subject to and governed by the Hardware Specifications. Customer acknowledges that use of the Cameras in a manner not consistent with the Hardware Specifications may adversely affect the performance of the Cameras, the availability of any applicable warranty, and/or may result in additional fees.

4. PAYMENT

4.1. <u>Subscription Fees.</u> The Subscription Fees are set forth on the Cover Sheet, as may be amended or modified by the Parties from time to time in accordance with Section 15.7. Subscription Fees will be reviewed from time to time. Subscription Fees shall be paid on a monthly basis during the Term.

5. PAYMENT TERMS.

5.1. Customer agrees to pay to VIEVU all Subscription Fees and other amounts contained in each invoice within thirty (30) days of the invoice date. All amounts due under this Agreement will be paid in US Dollars. Payment obligations are non-cancelable and Subscription Fees are non-refundable, and all amounts payable will be made without setoff, deduction or withholding. VIEVU reserves the right to charge interest at the rate of 1.5% per month (or, the highest rate permitted by law, if less) on all late payments. Customer is responsible for any applicable taxes, duties or other charges.

SERVICE LEVELS, SUPPORT, UPDATES AND MAINTENANCE.

6.1. VIEVU will use commercially reasonable efforts to provide the VIEVU Solution, the Add-On Services and the support, updates and maintenance related thereto in accordance with industry standards. Customer is entitled to technical support in English during business hours as set by VIEVU from time to time at no additional cost. Additionally, during the Term, the Customer will be entitled to maintenance upgrades and bug fixes at no additional cost.

7. SECURITY

- 7.1. VIEVU will use commercially reasonable efforts to: (a) cause its agents and employees to be informed of and to agree to be bound by applicable data privacy laws, rules, regulations, codes, policies, or procedures; and (b) maintain industry standard safeguards reasonably designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of Customer Data. VIEVU agrees to notify Customer in the event of an actual breach of its security resulting in unauthorized access to or use of Customer Data as soon as practical, but in any event within forty eight (48) hours of discovery of the breach.
- 7.2. Customer will provide any required notices to, and obtain and keep in effect all consents, authorizations, permits or licenses that may be required for the installation and operation of the Cameras, the Add-On Services, and the VIEVU Solution, including, without limitation any required consents regarding the processing and/or storage of Customer Data.

8. CONFIDENTIALITY

- 8.1. <u>Disclosure</u>. The Parties acknowledge that, in the course of performance of this Agreement, one Party (the "Disclosing Party") may find it necessary to disclose or permit access to Confidential Information to the other Party (the "Receiving Party") and its personnel. Disclosing Party's disclosure of or provision of access to, Confidential Information to Receiving Party's personnel is solely for the purposes agreed under this Agreement.
- 8.2. <u>Confidential Treatment</u>. Confidential Information disclosed to a Receiving Party will be held in confidence by the Receiving Party and not disclosed to others or used except as expressly permitted under this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own information of like nature, but in no circumstances less than reasonable care.
- 8.3. Allowances. Notwithstanding anything to the contrary in this Section 8.3, Confidential Information may be disclosed by a Receiving Party: (a) to those of its employees, agents, and consultants who require it in connection with their duties in performing such Party's obligations under this Agreement and who are contractually or legally obligated to hold such Confidential Information in confidence and restrict its use consistent with the Receiving Party's obligations under this Agreement; (b) to the Receiving Party's auditors, outside counsel, accountants and other similar business advisors. or in connection with an actual or prospective sale or transfer of assets; and (c) to the extent required by law, pursuant to a duly authorized subpoena, court order or government authority, provided that: (i) the Receiving Party provides the Disclosing Party with sufficient advance notice of such disclosure requirement or obligation to permit Disclosing Party to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure; and (ii) Receiving Party limits the release of the Confidential Information to the greatest extent possible under the circumstances.
- Exceptions. Obligations under Section 7 will not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Receiving Party or an employee or agent of the Receiving Party; (b) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; or (c) is developed by the Receiving Party independent of such information received from the Disclosing Party. The terms of confidentiality under this Agreement will not be construed to limit VIEVU's ability to use for any purpose the residuals resulting from access to or work with the Confidential Information. The term "residuals" means information in a non-tangible form which may be retained by persons who have access to the Confidential Information, including ideas, concepts, know- how, or techniques contained therein.

9. TERMINATION

9.1. <u>Termination for Cause</u>. This Agreement may be terminated for a breach of this Agreement by either Party upon thirty (30) days' prior written notice to the other Party

is such breach is not cured within such thirty (30) day period.

9.2. Obligations on Termination. Upon termination: (a) Customer agrees to pay VIEVU the Subscription Fees through the effective date of termination of this Agreement and any applicable Termination Charges; (b) each Party will deliver to the other Party all Confidential Information; (c) VIEVU will retain Customer Data in a limited functionality account for thirty (30) days after expiration or termination of this Agreement and (d) Customer shall immediately uninstall the On Premise Software. It is Customer's responsibility to remove any Customer Data within thirty (30) days. After thirty (30) days, VIEVU will disable all login credentials and delete or otherwise render inaccessible all Customer Data. Deleted Customer Data is not recoverable.

10. OWNERSHIP

- 10.1 Ownership of VIEVU Solution. The VIEVU Solution, the Add-On Services and all information which is provided to Customer by VIEVU under this Agreement is confidential and considered Confidential Information, including, but not limited to, drawings, documentation, object code, source code, computer program listings, techniques, algorithms, processes, technical and marketing information products, specifications, formulae, equipment, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, and their potential uses. As between the parties, all right, title and interest in and to the VIEVU Solution, the Add-On Services and all modifications, enhancements and derivatives thereto and all intellectual property contained in any of the foregoing, shall be owned by VIEVU. All use rights in and to the VIEVU Solution or the Add-On Services not expressly granted herein are reserved to VIEVU.
- 10.2. Ownership of Customer Dala. As between VIEVU and Customer, Customer owns and will continue to own all right, title and interest in and to the Customer Data. Customer is responsible for uploading, sharing, withdrawing, managing and deleting Customer Data. Customer grants VIEVU the limited right to view, modify, collect and use Customer Data, solely for the purpose of providing the VIEVU Solution. foregoing, VIEVU may Notwithstanding the anonymized or general information derived from such Customer Data and aggregate it with information from other customers ("Non- Identifiable Aggregated Data") for VIEVU's business purposes, including without limitation for analyzing customer needs and improving its services, and VIEVU will own all right, title and interest in any such Non-Identifiable Aggregated Data.
- 10.3. <u>Delivery and Title to Camera</u>. Delivery of Camera(s) sold pursuant to this Agreement shall be made FCA – VIEVU's delivery point, and risk of loss of shall pass to Customer at such delivery point.

11. MICROSOFT AZURE REPRESENTATIONS

11.1. The Microsoft Azure Government Cloud provided as part of the VIEVU Solution are only available for the benefit of members of Federal Agencies, State/Local Entities, or Tribal Entities, in each case, acting in its governmental capacity (the "Community"). As such, Customer certifies that it is a member of the Community and Customer agrees to use Azure Government Services component of the VIEVU Solution solely in Customer's capacity as a member of the Community and for the benefit of Authorized Users that are members of the Community. Use of Azure Government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of the Azure Government Services component of the VIEVU Solution, or the entire VIEVU Solution, in each case, without notice. Customer agrees that it meets these respective eligibility requirements, and covenants that it will continue to meet the respective eligibility requirements throughout the Term. VIEVU reserves the right to verify eligibility at any time and suspend the VIEVU Solution or any portion thereof if the eligibility requirements are not met.

12. INDEMNIFICATION

- 12.1. Customer agrees to indemnify, defend, and hold harmless VIEVU, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest from and against any claims, liabilities, losses, suits, and damages asserted by a third party based on (a) Customer's improper or misuse of the VIEVU Solution or any Add-On Services (including without limitation, in violation of applicable laws, rules, regulations or this Agreement); (b) Customer Data, content or other materials supplied by Customer, or (c) any breach or alleged breach by Customer of the Agreement.
- Infringement. VIEVU will have the obligation and right to 12.2. defend any claim, suit, or proceeding brought against Customer so far as it is based on a claim that the VIEVU Solution infringes a United States copyright existing as of the Effective Date or a United States patent issued as of the Effective Date. VIEVU's obligation specified in this paragraph will be conditioned on Customer notifying VIEVU promptly in writing of the claim or threat thereof and giving VIEVU full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in VIEVU's opinion is likely to occur, Customer agrees to permit VIEVU, at its option and expense, either to: (a) procure for Customer the right to continue using the VIEVU Solution; (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate VIEVU's obligations Customer's rights) under the Agreement with regard to such VIEVU Solution, and grant to Customer a credit for the unused portion of any license fees and refund any deposits paid by Customer for the VIEVU Solution.
- 12.3. Limitation. Notwithstanding any other provisions hereof, VIEVU will not be liable for any claim, based on Customer's use of the VIEVU Solution or the Add-On Services other than as specified by VIEVU. THE FOREGOING STATES THE ENTIRE OBLIGATION OF VIEVU, ITS LICENSORS AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. THE FOREGOING IS GIVEN TO CUSTOMER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND VIEVU DISCLAIMS, ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE VIEVU SOLUTION.

13. WARRANTIES AND RETURN POLICIES

13.1. Customer may return any Camera in accordance with VIEVU's Camera Return Policy as set forth in http://www.vievu.com/support/warranty-repair within fifteen (15) calendar days of the original date of delivery. All

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returns must be packed in the original, unmarked packaging including any accessories, manuals, and documentation that shipped with the product. All Cameras that are returned unopened are subject to a restocking fee of 10 percent of the purchase price. All opened but undamaged Cameras are subject to a restocking fee of 25 percent of the purchase price. Damaged Cameras are ineligible for return under this Section 13.1. All return shipping costs are the responsibility of Customer and will not be refunded. No returned Camera will be accepted without the original manufacturer's packaging and a Return Material Authorization (RMA).

- 13.2. Camera Warranty. VIEVU warrants to Customer that, provided that the Camera has been stored and used in accordance with the Hardware Specifications and ordinary industry practices and conditions, each Camera shall be free from defects in materials and workmanship and shall conform in all material respect to the Hardware Specifications for a period of ninety (90) days from the date of delivery (the "Initial Warranty Period"), provided, however, that VIEVU will extend the Initial Warranty Period for up to a thirty-six (36) months if Customer maintains an active subscription to the Subscription Software and at the time of the warranty claim, Customer has paid in full all amounts due and payable to VIEVU (the "Extended Warranty Period"). The warranty does not cover: (a) intentional damage; (b) use that is not consistent with its intended operation or the Hardware Specifications; (c) any damage caused by an attempt to open or alter the Camera or (d) the use of non-VIEVU branded or approved accessories or replacement parts. VIEVU DOES NOT WARRANT THAT THE OPERATION OF THE CAMERAS WILL BE UNINTERRUPTED OR ERROR FREE.
- 13.3. Camera Replacement Under Warranty. In the event that a Camera does not comply with the warranty set forth above, Customer should return such non-conforming Camera to VIEVU in accordance with the instructions located at http://www.vievu.com/support/warranty-repair/ within the Initial Warranty Period or the Extended Warranty Period (if applicable). Upon receipt of the returned Camera during the Initial Warranty Period or the Extended Warranty Period (if applicable), VIEVU will repair or replace such nonconforming Camera at no additional charge to Customer. Customer agrees that repair or replacement is the sole remedy available for any Camera malfunction or failure and agrees to indemnify, defend, and hold VIEVU harmless in the event any claim is made for remedy, including monetary damages other than as specifically allowed in this paragraph.
- Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13, VIEVU DOES NOT GUARANTEE THAT (A) THE VIEVU SOLUTION OR ANY ADD-ON SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VIEVU WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY VIEVU, AND (C) THE VIEVU SOLUTION OR ANY ADD-ON SERVICE WILL MEET CUSTOMER REQUIREMENTS. SPECIFICATIONS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT VIEVU DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE VIEVU SOLUTION AND ADD-ON SERVICES MAY

BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VIEVU IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. VIEVU IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE VIEVU SOLUTION OR THE ADD-ON SERVICES THAT ARISE FROM CUSTOMER DATA, APPLICATIONS PROVIDED BY CUSTOMER OR ANY THIRD PARTY CONTENT. The foregoing express warranties are limited to VIEVU and are not transferable and are in lieu of any other warranty by VIEVU with respect to the VIEVU Solution or the Add-On Services. VIEVU GRANTS NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 14.1. Maintenance of Content. The Customer, not VIEVU is responsible for maintaining all evidence and videos taken with Cameras. Customer should routinely back up Customer Data and download all Customer Data from the Cameras before returning any Camera to VIEVU for repair or replacement. Customer agrees to indemnify and hold VIEVU harmless for any evidence or videos that cannot be recovered from Cameras.
- 14.2 <u>Disclaimer of Consequential Damages</u>. NEITHER PARTY WILL HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THE AGREEMENT OR OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS DATA, THE COST OF COVER, SECURITY AND DATA BREACHES, AND FAILURE TO ACCESS THE VIEVU SOLUTION OR ANY ADD-ON SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.3. <u>Limitation of Liability</u>. VIEVU'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE VIEVU SOLUTION DURING THE 12 MONTHS PRECEDING THE CLAIM.
- 14.4. Other Limitations. The obligations of VIEVU under the Agreement run only to Customer and not to its affiliates, its customers, or any other persons. Under no circumstances will any other person be considered a third-party beneficiary of the Agreement or otherwise entitled to any rights or remedies under the Agreement. Customer will have no rights or remedies against VIEVU except as specifically provided in the Agreement. No action or claim of any type relating to the Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

15. GENERAL TERMS

- 15.1. Representation and Warranty. Customer represents and warrants that: (A) it has the power and authority to execute, deliver and fully perform this Agreement, and (B) the signatory has the legal authority to bind Customer.
- 15.2. Other Agreements. All references to the Agreement includes all documents referenced by hyperlink herein, such documents and agreements being expressly incorporated herein by reference and include certain legal terms. The Agreement contains the entire agreement between the parties. All understandings have been

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included in the Agreement. Representations which may have been made by any party to the Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in the Agreement. Only the written terms of the Agreement will bind the parties. Use of the VIEVU Solution is subject to the VIEVU Privacy Policy located at http://www.vievu.com/about-us/privacy-policy/ and all other terms referenced by hyperlink in this Exhibit A, each of which are hereby incorporated by reference and made a part hereof.

- 15.3. Miscellaneous. The Agreement can only be modified in writing signed by both VIEVU and Customer. The Agreement does not create or imply any relationship in agency or partnership between VIEVU and Customer. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting the Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa. If any term, covenant, condition or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of the Agreement will in no way be affected, impaired or invalidated as a result. The Agreement and the terms and conditions contained in the Agreement apply to and are binding upon the VIEVU's successors and assigns.
- 15.4. <u>Assignment</u>. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. VIEVU may assign or otherwise transfer its interest or any part thereof under the Agreement to another party without the consent of Customer except that such party must expressly assume responsibility for all obligations hereunder in writing. Customer may assign or otherwise transfer its interest or any part thereof under the Agreement to any person or entity only upon the written consent of VIEVU.
- 15.5. Compliance with Legal Requirements. Each Party shall be responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction where the VIEVU Solution are used, including laws and regulations pertaining to access or use of the VIEVU Solution.
- 15.6. Force Majeure. "Force Majeure Event" means any act or event that: (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under the Agreement; (b) is beyond the reasonable control of and not the fault of the Nonperforming Party; and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. A Force Majeure Event does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's

- obligations, the Nonperforming Party will immediately resume performance under the Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.
- 15.7. <u>Audit.</u> VIEVU, or its designee, will have the right to perform audits regarding Customer's use of the VIEVU Solution and the Add-On Services, at reasonable intervals, upon reasonable notice during the term and a period of one (1) year after termination of the Agreement. Customer agrees to make all relevant information available to VIEVU, and as appropriate, to VIEVU's designee.
- 15.8. Applicable Law. The Agreement is to be interpreted, construed and governed according to the laws of the State of Washington as those laws are applied to contracts entered into and to be performed entirely in that state. Any claim or controversy arising out of or related to the Agreement or any breach thereof shall be submitted to a court of applicable jurisdiction in the State of Washington, King County, and each Party hereby consents to the jurisdiction and venue of such court.
- 15.9. Waiver of Jury Trial, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 15.10. Attorneys' Fees. If VIEVU prevails in any suit or proceeding relating to the Agreement, VIEVU will have the right to recover from Customer its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment.
- 15.11 <u>Severability</u> Except as provided below, each provision of the Agreement will be interpreted in such a manner and to such an extent as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of such prohibition or invalidity.
- 15.12. <u>Survival</u>. The terms, provisions, representations, and warranties contained in the Agreement whereby their sense and context are intended to survive the performance and termination of the Agreement, shall so survive the completion of performance and termination of the Agreement, including, but not limited to, the making of any and all payments due hereunder and Sections 1.2, 1.2, 4, 5, 8.1, 8.2, 8.3, 8.4, 9.2, 13, 15.7, 15.8, 15.8, 15.10, and 15.11.
- 15.13. <u>Notices</u>. All notices required to be given in writing under the Agreement shall be in writing and shall be given or made by delivery in person, by courier service, by confirmed facsimile, or by registered or certified mail (postage prepaid, return receipt requested) at the following address:

VIEVU, LLC 645 Elliott Ave W Suite #370 Seattle, WA 98119

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Attn: Legal Department

16. DEFINITIONS

- 16.1. "Authorized User Account" means the arrangement under the Agreement authorizing online access of an Authorized User to the VIEVU Solution, whether actually used or not.
- 16.2. "Confidential Information" means information and technical data derived from or disclosed to a Receiving Party or Affiliates of the Receiving Party by the Disclosing Party or its employees, vendors, customers, representatives, Affiliates, agents and other independent contractors during the performance of obligations under the Agreement and which is not generally known to the public, including the Disclosing Party's customers or competitors or any customers or competitors of any Affiliate of the Disclosing Party. Examples of Confidential Information include, but are not limited to Customer Data, and information or data disclosed in oral, written, graphic or machine-readable form, or in forms otherwise embodying or displaying such information, or which is visible or audible to Receiving Party by virtue of the Receiving Party visiting or performing its obligations at a facility controlled by the Disclosing Party or an Affiliate of the Disclosing Party, subsidiaries, agents or subcontractors, or by having access to the Disclosing Party's systems including, but not limited to, business plans, specifications, designs, methods, processes, concepts, drawings, software, pricing, operational plans and know-how, employee information, shareholder information, vendor information, customer information, and consumer information.
- 16.3. "<u>Customer Data</u>" means all data provided to or created by Customer, including without limitation all video and images captured by a Camera and uploaded onto the VIEVU Solution.
- 16.4. "<u>Documentation</u>" means all operating manuals and user manuals, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the VIEVU Solution and provided by VIEVU to Customer.
- 16.5. "Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.
- 16.6. "Hardware Specifications" means: (a) the product manuals (including the Quick Start Guide and Detailed Service Specifications located at [hyperlink] Camera, or such other address specified by VIEVU from time to time; (b) and the product manuals (including the Quick Start Guide, the VIEVU Smartphone App User Guide, the Detailed Specifications, and the VIEVU2 Configuration Utility User Guide) located at http://www.vievu.com/support/vievu2-camera-support/ for the VIEVU2 Camera such other

address specified by VIEVU from time to time; and (c) for all other Camera, the address specified by VIEVU from time to time.

- 16.7. "Intellectual Property" means any trademarks, service marks, trade names, distinctive words, logos, drawings, art work, pictures, colors, designs, design and/or utility models or copyrights, or any marks or works similar thereto, and any modifications, derivations, improvements or adaptations thereof. Intellectual Property includes, but is not limited to, the look and feel of the VIEVU Solution, the Camera and any portions thereof.
- 16.8. "State/Local Entity" means (a) any agency of a state or local government in the United States, or (b) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of a Customer's state and located within the Customer's state's jurisdiction and geographic boundaries.
- 16.9. "<u>Tribal Entity</u>" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.
- 16.10. "Service Specifications" means collectively, (a) the system requirements located http://www.vievu.com/support/vievu-solution-support/; (b) the applicable portions of the VIEVU Solution User Guide located at http://www.vievu.com/support/vievu-solutionsupport/; (c) the Deployment Setup Guide located at http://www.vievu.com/support/vievu-solution-support/; and (c) any other specifications posted by VIEVU from time to on http://www.vievu.com/support/vievu-solutionsupport/. The Service Specifications are subject to change at VIEVU's discretion; however, VIEVU changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable portion of the VIEVU Solution during the Term
- 16.11. "Third Party Programs" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, and other content and material, in any format, or services that are obtained or derived from third party sources outside of VIEVU and made available to Customer through, within, or in conjunction with Customer's use of the VIEVU Solution. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, third party add on applications and marketing data.
- 16.12. "VIEVU Solution" means, collectively, the Camera, Camera Software, Subscription Software, and any Third Party Programs selected by Customer.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 5, 2017		Estimate of time required: 5 min.
Agenda: Consent [] Regular agenda	[X] Public he	aring required []
Easement/License to Switch Business maintaining twelve (12) above ground Right-of-Way (ROW) along Ireland D	Solutions, LLC utility poles at rive and Peru E l also run fiber-	rize the County Manager to sign a Grant of for the for the purposes of installing and specified locations within the Storey County rive in the Tahoe-Reno Industrial Center and optic wire between said poles for purposes of e our prescribed ROW.
purposes of installing and maintaining within the Storey County Right-of-Wa Reno Industrial Center and situated in	License to Switt twelve (12) abo y (ROW) along Storey County.	ch Business Solutions, LLC for the for the ove ground utility poles at specified locations Ireland Drive and Peru Drive in the Tahoe-
3. Prepared by: Pat Whitten		
Department: Commissioner's Office	ce	Telephone : 847-0968
4. Staff summary: Please see Page 2		
5. Supporting materials: Draft Ea	sement Grant w	ith Survey Map
6. Fiscal impact: No		
Funds Available: N/A	und:	Comptroller
7. <u>Legal review required</u> : Yes 8. <u>Reviewed by</u> :	ن -	<u>XL</u> District Attorney
Department Head	Departme	ent Name: Commissioner's Office
County Manager	Other age	ency review:
9. Board action: [] Approved [] Denied [l with Modifications d Agenda Item No.

4. <u>Staff summary</u>: Switch Business Solutions, LLC has requested that Storey County grant a utility easement for 12 existing poles they placed within our Right-of-Way on Ireland Drive and Peru Drive. These poles are a small portion of their fiber optic feed to/from their Data Center and are part of their SUPERLOOP System. The remainder of their lines are located on preexisting easements granted to NV Energy and/or AT&T.

WHEN RECORDED MAIL TO:

Switch Business Solutions, LLC c/o Switch, Ltd.
Attn: Office of General Counsel 7135 S. Decatur Boulevard Las Vegas, NV 89118

APNs: 005-051-08 005-051-11 005-051-12 005-051-13 005-051-39 005-051-41 005-051-42

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

GRANT OF EASEMENT

STOREY COUNTY ("Grantor") for good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to SWITCH BUSINESS SOLUTIONS, LLC, a Nevada limited liability company, ("Grantee"), its successors and assigns, a perpetual right and non-exclusive easement:

- 1. to construct, install, operate, add to, modify, maintain, repair, relocate and remove an overhead or underground electrical or data communications line and related facilities, including but not limited to, buried lines, aerial lines, and all appurtenances necessary for Grantee to reasonably exercise the rights granted by this Easement ("<u>Utility Facilities</u>") upon, over, under and through the property described in Exhibit "A" hereby and, by this reference, made a part of this Grant of Easement ("Easement Area"); and
- 2. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages proximately caused by Grantee negligently constructing, operating, adding to, maintaining, repairing, or removing the Utility Facilities to any tangible personal property or improvements owned by Grantor and located on the Easement Area. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under Section 2 above. Grantee shall have the right, privilege and authority of ingress and egress over and across the property controlled by Grantor for the purposes of this Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold). Grantee agrees to repair at its sole cost and expense any damage to Grantor's improvements caused by repair and maintenance of Utility Facilities (except as specified in Section 2 above). Except for the rights of Grantee contained herein, Grantor retains all rights of use and enjoyment of the Easement Area provided such use does not materially interfere with the rights granted to the Grantee herein.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and be binding upon and shall inure to the benefit of Grantor and Grantee, and the respective grantees, licensees, permittees, lessees, successors, heirs and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular and said premises, granted together with the appurtenances, unto said Grantee and its successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement as of the dates written below. This Grant of Easement may be executed in counterparts, but which together shall constitute one and the same instrument.

GRANTOR:

GRANTEE:

SWITCH BUSINESS SOLUTIONS,	
LLC, a Nevada limited liability company	
By: SWITCH LTD., a Nevada limited liability company, its Manager	STOREY COUNTY
By: Simo	By:
Title: Chief Financial Officer	Title:
Date: 11-20-17	Date:
	,

STATE OF NEVADA)) ss			
COUNTY OF CLARK)			
This instrument was ackno of SWITCH, LTD BUSINESS SOLUTIONS,	., a Nevada limit	ed liability con	pany, the Manage	pe Nach er of SWITCH
Signature of Notary Office	toccopret		DONNA M. ROCCOFORTE Nolary Public, State of Nevada Appointment No. 17-1594-1 My Appl. Expires Mar 4, 2021	
STATE OF)) ss			
COUNTY OF)			
This instrument was ackn		kr	own to me to be th	
signed the foregoing instr to be voluntary act and de-				cution thereof
NOTARY PUBLIC				
Ву:		-		
My Commission Expires:				

3 GRANT OF EASEMENT

[EXHIBITS FOLLOW]

EXHIBIT A PROPERTY AND EASEMENT AREA

[Attached Separately]

Twelve Poles on Storey County ROW

Switch has placed 12 poles on Storey County ROW.

Beginning on the west side of Ireland Drive at GPS location of 39 32'47.99722"N and 119 29'47.84444"W for the northern most pole. Continuing southwest approx. 400 feet to the third pole, across Peru Drive on the west side at GPS location of 39 32'44.49387"N and 119 29'50.00469"W, continuing southeast along the west side of Peru Drive to a point approximately 1000' north of Denmark Drive.

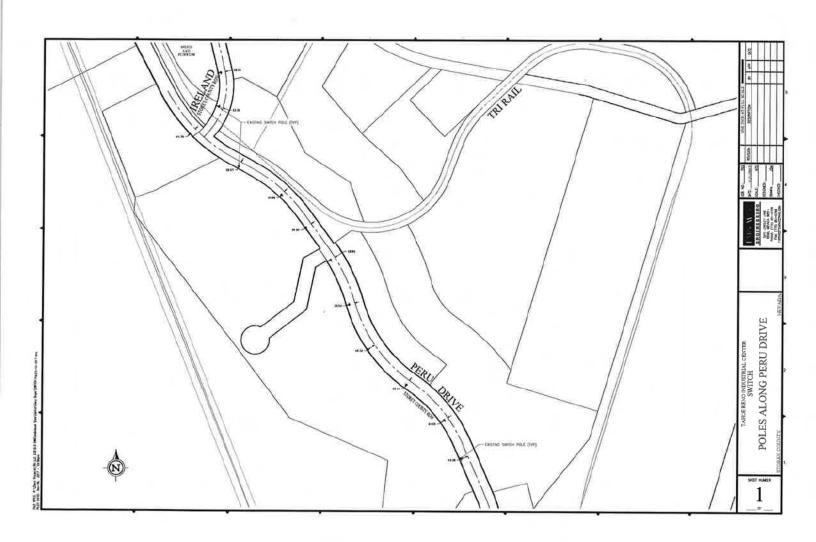
The survey map showing the pole locations and offsets from the CL of the two named roads (Ireland Drive and Peru Drive) clarifies the exact locations of the poles, see Exhibit B attached.

The exact GPS coordinates for each pole are below.

Location	GPS Coordinates	
Ireland Drive	39ø32'47.99722"N	119ø29'47.84444"W
Ireland Drive	39ø32'46.05837"N	119ø29'47.93087"W
Peru Drive	39ø32'44.49387"N	119ø29'50.00469"W
Peru Drive	39ø32'42.70440"N	119ø29'46.41989"W
Peru Drive	39ø32'41.13579"N	119ø29'43.25645"W
Peru Drive	39ø32'39.31154"N	119ø29'41.42257"W
Peru Drive	39ø32'37.49418"N	119ø29'39.60051"W
Peru Drive	39ø32'34.97746"N	119ø29'38.19170"W
Peru Drive	39ø32'32.44752"N	119ø29'36.78629"W
Peru Drive	39ø32'30.49203"N	119ø29'33.94453"W
Peru Drive	39ø32'28.52777"N	119ø29'31.12402"W
Peru Drive	39ø32'26.38606"N	119ø29'29.90252"W
	Ireland Drive Ireland Drive Peru Drive	Ireland Drive 39ø32'47.99722"N Ireland Drive 39ø32'46.05837"N Peru Drive 39ø32'44.49387"N Peru Drive 39ø32'42.70440"N Peru Drive 39ø32'41.13579"N Peru Drive 39ø32'39.31154"N Peru Drive 39ø32'37.49418"N Peru Drive 39ø32'34.97746"N Peru Drive 39ø32'32.44752"N Peru Drive 39ø32'30.49203"N Peru Drive 39ø32'28.52777"N

EXHIBIT B SURVEY MAP

[Attached Separately]







Meeting date: December 5, 2017

Storey County Board of County Commissioners Agenda Action Report

leeting (date: Dece	mber 5, 2017			Estimate of time required: 30 min.
genda:	Consent []	Regular agenda	[x]	Public hearing requi	ired [x]
Con pote Ave	npliance Co ential comm enue, Tahoe	rporation to cons ercial power gen	truct eratio	and operate a medic in from waste. The	017-044 request by the applicant Ecocal waste thermal destruction plant and subject property is located at 475 Pittsburg y County, Nevada, Assessor's Parcel
Con appr appr appl plan Pitts	nmission, the ropriate by the roval, I (continued licent Eco Continued and potents burgh Aver	the Findings of Factorial	et und er), moratio ower Indus	der Section 3.A of the commissioners, and it cove to approve Speen to construct and of generation from wa	endation by Staff, and the Planning his report, and other findings deemed in compliance with the conditions of scial Use Permit 2017-044, a request by the operate a medical waste thermal destruction aste. The subject property is located at 475 rran, Storey County, Nevada, Assessor's
3. <u>Pre</u>	pared by:	Kathy Canfield			
4. <u>Dep</u>	oartment: P	lanning			Telephone: 775.847.1144
5. <u>Sta</u>	ff summar	y: See enclosed	Staff	Report No. 2017-04	14
6. <u>Sur</u>	porting m	aterials: Enclose	d Sta	aff Report No. 2017	7-044
7. <u>Fis</u>	cal impact:	None on local go	vern	ment.	
Fu	ınds Ayailal	ble:	F	und:	Comptroller
8. Leg	gal review i	equired:	_	_ District Attorney	
9. Rev	Departn	nent Head		Department Nam	ne: Planning
-	County	Manager	_	Other agency rev	view:
0. <u>Boa</u>				Approved with Continued	n Modifications Agenda Item N

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:

December 5, 2017 at 10:00 a.m.

Meeting Location:

Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada

Staff Contact:

Kathy Canfield

File:

Special Use Permit File 2017-044

Applicant:

Eco Compliance Corporation

Property Owner:

Eco Compliance Corporation

Property Location:

475 Pittsburgh Avenue, McCarran, Storey County, Nevada

Request:

Special Use Permit 2017-044 request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran,

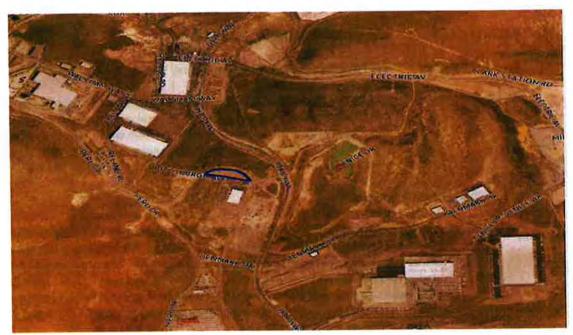
Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

1. Background & Analysis

A. <u>Site Location and Characteristics</u>. The property is located within the Tahoe-Reno Industrial Center in McCarran, Storey County, Nevada. The property is located on Pittsburgh Avenue between USA Parkway and Peru Drive. The site is zoned I-2, Heavy Industrial and is an undeveloped parcel. Surrounding land uses include Union Pacific Railroad line and vacant land to the north, vacant land and USA Parkway to the east, Pittsburgh Paints and vacant land to the south, and vacant land, Tire Rack and a second Pittsburgh Paints location to the east.



Vicinity Map



Property Location



Existing Development



Surrounding Uses

B. Proposed Use. The applicant, Eco Compliance Corporation (ECO) is proposing to construct and operate a medical waste thermal destruction plant. The proposal includes constructing a single building facility which includes the thermal destruction facility, an office area, employee parking area and two separate areas for truck trailer parking. With the construction of the proposed facility, ECO will offer full medical waste disposal services from collection, transportation and final disposal via thermal destruction. It is estimated the facility will employ approximately 36 full-time staff.

In the thermal destruction process, the medical waste is not being burned or incinerated, but rather chemically converted to combustible gases and ash under specific conditions (temperature and oxygen content). In a typical combustion process, the medical waste serves as a fuel and is burned which creates heat, smoke and gaseous combustion byproducts. In the proposed gasification process, the medical waste does not serve as the fuel, but is converted to a combustible gas (sometimes called syngas). This gas is then combusted. The combustion of the resulting syngas is a much cleaner and more efficient process than the combustion of the medical waste directly. During this combustion process, it is estimated that more power than what is consumed for the process will be generated. The applicant will be exploring options to provide the power to other users.

The medical waste will arrive at the facility by both 53-foot semi-trailer trucks and smaller 26-foot trucks. At full operating capacity, it is estimated that 7 to 9 semi-trailer trucks and 8 to 10 smaller trucks will arrive at the facility on a weekly basis. The trucks will be a combination of ECO owned and operated trucks and third-party transporters and will arrive at the facility during low traffic hours (between 8:00 p.m. and 5:00 a.m.). The facility also anticipates constructing a rail spur within the facility to allow for receipt of medical waste by rail; however, the construction of the rail spur will be a future endeavor and is not proposed with the initial construction of the facility.

The delivered waste is processed through the thermal destruction equipment. Approximately 80% of the waste is converted to a combustible gas and the remaining 20% is converted to ash. The high temperatures achieved in the thermal destruction eliminates any biohazard associated with the ash. Water is then added to the ash to create a paste mixture which is then packaged in bags within the facility and then shipped offsite for sale for use as fertilizer.



Proposed Site Layout

- C. Special Use Permit. This property is subject to the provisions of the 1999 Zoning Ordinance of Storey County. The property is zoned I-2, Heavy Industrial and as stated in Section 17.37.040, "Recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes" are a use subject to a special use permit. The generation of excess power is considered an "electric or gas power generating plant" which is also subject to a special use permit. The proposed equipment height is less than 75-feet in height so that no special use permit is needed for additional height.
- D. <u>Biohazardous Waste</u>. The waste streams that the facility will process are considered biohazardous as they potentially can be contaminated with infectious agents that may be a threat to public health if not handled and disposed of properly. These wastes include:
 - Red-Bag Waste: Used medical gloves, paper towels, gauzes, bandages, etc.
 May include some human tissue (teeth, cultures).
 - Sharp Containers: Containers that contain sharps (I.e. needles/syringes).
 - Chemotherapy: Tubing, gauzes, gloves, and other supplies used in the administration of chemotherapy medication. Does not include the actual chemotherapy medication other than what trace amounts may be on the aforementioned supplies.
 - Pharmaceutical: Expired or tainted pharmaceuticals.
 - Pathology: Human or animal tissue or fluids generated during surgery, medical procedures, or autopsies. Does not include bodies (human or animal) or entire limbs. May include human body parts up to the size of a finger.

The medical waste inside the trucks will be stored in one of two containers?:

1) Guylord boxes (pallet sized corrugated cardboard box with ild)



Exemple of a gaylord box

2) 28 or 38-gallon seeled plestic containers



Example of a 28-gallon plastic container

The wastes do not represent an airborne threat and direct contact with the waste is required for a threat to be present. These wastes are collected and stored at their

point of generation (i.e. hospitals, doctor offices, dentists, etc...) in open, non-air tight containers. The closest a typical person comes into contact with any of these wastes is at their doctor or dentist office (inside the exam room) where the waste is stored in open, non-air tight containers.

All of the above referenced medical wastes are not considered or regulated by the U.S. Environmental Protection Agency (EPA) Resource and Conservation Recovery Act (RCRA) as hazardous waste and under Nevada Division of Environmental Protection (NDEP) regulations can be disposed of in a standard landfill without treatment. Some jurisdictions have adopted more stringent requirements for disposal, including the State of California and both Washoe and Clark Counties in Nevada. Regardless of where a waste is ultimately disposed, the local regulations at the point of generation apply to the disposal. The proposed thermal destruction meets the State of California and the Washoe and Clark Counties requirements.

E. Thermal Destruction Process. The medical waste arrives at the site by truck in either Gaylord boxed or in sealed plastic containers as depicted above. The trucks unload directly into the facility at the loading docks proposed on the east side of the facility. At no time are the boxes or containers exposed or stored outdoors. Once inside the facility, the content of the boxes and containers are emptied into a cart and then the cart is unloaded into the thermal unit. The boxes are then separately loaded into the thermal unit and the plastic containers are cleaned and reused. The plastic containers are cleaned in a machine which utilizes hot water and cleaning agents. No air pollutant emissions are generated from this washing machine.

In some instances storage of the medical waste in the delivery trucks may be required due to adverse weather conditions, facility breakdowns or maintenance, or high receipt volume.

The thermal destruction unit consists of a two-chamber thermal unit followed by a heat recovery boiler, and then a series of four air pollutant control devices to treat the exhaust air for the thermal destruction unit prior to discharge to the atmosphere. The heat content of the medical waste is sufficient to maintain the temperature needed for thermal destruction of the waste (i.e. process is endothermic). Following the initial preheat cycle using natural gas to bring the thermal unit to operating temperature, the thermal destruction process operates without the need for natural gas combustion. The natural gas burners remain on standby in case a disruption in the medical waste feed occurs and combustion of natural gas is required to maintain operating temperature.

The thermal destruction unit is also equipped with a "power package" that uses the heat generated during thermal destruction of the medical waste to create steam in the heat recovery boiler and operate a steam turbine for the production of electrical power. The steam generated in the recovery boil is condensed back into water and reused in the boiler, no steam is exhausted from this unit. During normal operation, the facility will produce significantly more power than it consumes. The applicant plans to investigate donating power to University of Nevada – Reno or potentially Storey County, and to selling power to other nearby high energy users. Further discussions between power users will occur at a later date.

The first chamber of the thermal destruction unit, the medical waste is converted into a combustible gas and ash through a process called gasification. Approximately 80% of the medical waste is converted to combustible gas and 20% is converted to ash. The high temperatures achieved in the thermal destruction unit eliminates any biohazard associated with the medical waste. The combustible gas then goes into the second chamber where it is combusted. The exhaust from the secondary chamber, which is at approximately 2,000 degrees Fahrenheit, goes through the heat recovery boiler where the heat is used to create steam which is then turned into electricity in the steam turbine. Following the heat recovery boiler, the exhaust stream is routed to four unique air pollutant control devices. The purpose of the control devices is to remove acid gases, dioxins, particulate matter and metals from the exhaust stream of the secondary chamber. These pollutants are partially byproducts of the thermal destruction process and partially materials present in the medical waste. The pollutant controls devices, which will achieve virtually complete removal of the pollutants are install in series in the following order:

Lime and activated carbon reactor

- Slaked lime dosed with activated carbon is used to remove acid gases and dioxins from exhaust stream.
- Exhaust gas contract lime/activated carbon in a reactor where the acid gases and dioxins absorb to the lime/activated carbon.
- Lime/activated carbon is loaded into unit via a sealed hopper (no dust production) equipped with a metering screw auger.
- Spent lime/activated carbon is discharged into sealed containers (no dust production) located inside the facility building and shipped offsite for disposal/sale.

2. Baghouse

- Baghouse equipped with lime/activated carbon coated filter bags for the removal of particulates (including lime/activated carbon from previous process), metals, and further acid gas and dioxin removal.
- Baghouse removes particulates and materials via filtration and lime coating on baghouses provides removal of residual acids gases and dioxins via absorption.
- Solid material removed by baghouse is discharged into sealed containers (no dust production) located inside facility building and shipped offsite for disposal/sale.

Wet scrubber

- Recirculating wet scrubber with a liquid scrubbing liquor at pH 7 for submicron particle removal and further removal of acid gases (if needed).
- Exhaust stream is passed through "misting" liquid scrubbing liquor inside wet scrubbing unit.

- Acid gases are removed by acid neutralization in the scrubbing liquor and submicron particles are removed via absorption into the scrubber liquor.
- The vast majority, if not all, of acid gases will be removed by this stage and wet scrubber serves as a "polishing" removal.
- Water is produced by this unit which is recirculated into the thermal destruction unit to be used for cooling when needed.

4. Wetted packed tower polisher

- Final pollutant control device designed to remove any residual pollutants not removed by other control devices.
- Unit is a tower "packed" with Teflon balls dosed with scrubbing liquor at pH 7.
- Acid gases are removed by acid neutralization in the scrubbing liquor and submicron particles are removed via absorption into the scrubber liquor.
- It is important to note that by this stage virtually all of the pollutants will be removed and this unit services as a "polisher" and provides redundancy.
- Water is produced by this unit which is recirculated into the thermal destruction unit to be used for cooling when needed.
- This tower discharges to a 70-foot exhaust stack.

In addition to the above pollutants, the thermal destruction process will also produce nitrogen oxides (NOx), carbon monoxide (CO), and sulfur dioxide (SO₂) which the pollutant control devices do not provide significant removal, however, these pollutants are emitted in relatively low quantities compared to other industrial facilities.

			Estimated	Maximum Poten	tial to Emit (t	ans/yr)"			
Particulate Walter	CO (Carbon Mondxide)	Digwin	VOC (Volatile Organic Compounds)	HCI (Hydrochloric Acid)	SO ₁ (Sulfur Dioxide)	NOx (Nitrogen Oxides)	Pb (lead)	Cd (Cadmkum)	Hg (Mercury)
0.14	2.4%	0.0000000319	2.36	0.74	2.66	26.93	0.00000011	0.00000021	0.0000021

*Estimate as of October 2017. Values subject to shaugh based on facility design changes and/or air matrix permitting process

The above table documents the maximum potential emissions that will meet NDEP requirements. The NDEP does not allow facilities to operate that will result in the exceedance of National Ambient Air Quality Standards (NAAQS) based on air dispersion modeling. The NAAQS are the pollutant concentrations in the air that the Environmental Protection Agency has determined to be safe for public air.

In addition, NDEP has a condition in their permits that "Permittee may not discharge or cause to be discharged, from any stationary source, any material or regulated air pollutant which is or tends to be offensive to the senses, injurious or detrimental to health and safety, or which in any way interferes with or prevents comfortable enjoyment of life or property.

There is no odor expected from what is approved to be release in the air quality permit and "down-wind" properties are not expected to be impacted by the proposed air emissions.

F. Safety Issues. In the event of a spill or release of the medical waste, properly trained facility personnel will clean up the released materials. The wastes do not represent an airborne threat. A "portal of entry" (a site where an infectious agent enters the body such as ingestion, break in the skin, etc.) is needed for the waste to represent a threat to humans. The medical waste is a solid product and cannot "flow" out of the facility. A cleanup of any released materials is essentially the same as cleaning up garbage that has spilled with the difference being the training and personal protective equipment (gloves, face shields, protective garments) is required to ensure no direct body contact with the medical waste occurs. Similarly, if one of the delivery trucks is involved in an accident the vehicle and waste containers would be properly labeled such that responders would be aware of the contents and proper cleanup would occur.

In addition, the medical waste is double contained through all transportation. ECO provides third-party response to release of medical waste and therefore will have the full capability to respond to any releases of medical waste that occurs within and outside of the facility.

As stated in Section 1.D, above, all of the above referenced medical wastes are not considered or regulated by the U.S Environmental Protection Agency (EPA) Resource and Conservation Recovery Act (RCRA) as hazardous waste and under Nevada Division of Environmental Protection (NDEP) regulations can be disposed of in a standard landfill without treatment.

All permitting and reporting will be performed per federal, State of Nevada and Storey County requirements. The facility will be subject to Title 40 of Federal regulations (40 CFR Part 60 – Standards of Performance for New Stationary Sources, Subpart Ec, Standards of Performance for Hospital/Medical/infectious Waste incinerators for Which Construction is Commenced After June 20, 1996) which provides federally enforceable standards of performance for facilities of this type. Although the proposed facility is not considered an incinerator, based on meetings with regulatory authorities, the facility will be subject to these same standards and requirements. These standards include limits on emitted air pollutants, air quality compliance testing and monitoring and reporting requirements. The Nevada Division of Environmental Protection – Bureau of Air Pollution Control, will be the regulatory authority responsible for issuing and enforcing the air quality operating permit for the proposed facility.

2. Compatibility and Compliance

A. <u>Compatibility with surrounding uses and zones</u>. The following table documents land uses, zoning classifications and master plan designations for the land at and surrounding the proposed project.

	Land Use	Master Plan Designation	1999 Zoning Code	2015 Zoning Code
Applicant's Land	Vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial
Land to the North	U.P. Railroad line, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial
Land to the East	USA Parkway, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial
Land to the South	Pittsburgh Paints, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial
Land to the West	Pittsburgh Paints, Tire Rack, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial

- B. Compliance with required height limitations. The 1999 Storey County Zoning
 Ordinance Section 17.37.080 states: "No building shall have a height greater than six (6) stories or seventy-five (75) feet, not including silos, stacks, or equipment." Based on the submitted application, the applicant has stated the maximum height proposed is for a 70-foot high exhaust stack, which is consistent with the height limitations.
- Compliance with required setbacks. The 1999 Storey County Zoning Ordinance Section 17.37.080 states: No building shall be located closer than fifty (50) feet to any property line. The applicant has submitted a variance application to allow for the building to be set within the 50-foot setback (File 2017-046). As a condition of the building permit, the applicant will be required to demonstrate that no structure will encroach into the required 50 foot setback or demonstrate that a variance has been granted to allow encroachment into the setback.
- D. General use allowances and restrictions. The 1999 Storey County Code Section 17.62, Special Uses (which refers to Section 17.60) identifies the administration for the Board and Planning Commission for allowing special use permits. The use of "recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes" and electric or gas power generating plants" are uses subject to a Special Use Permit. Approval of a Special Use Permit "may only be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution and under such conditions as the board may deem necessary to assure that the general purpose and intent of this ordinance will be observed, public safety and welfare secured and substantial justice done." The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed in Section 3 of this staff report are the minimum to be cited in an approval.
- E. Conformance with the 2016 Storey County Master Plan. This project is located within the Tahoe-Reno Industrial Center which the Master Plan states "provides for light industrial, heavy industrial, commercial, and industrial commercial uses and zones pursuant to the Development Agreement between Storey County and the Tahoe-Reno Industrial Center, LLC." The property and the Tahoe-Reno Industrial Center are located in the McCarran Area Plan which the Master Plan states "depicts a homogenous planned industrial center located toward the north-central part of Storey County nine miles east of Lockwood. It is home to the Tahoe-Reno Industrial Center and is dedicated solely to manufacturing, utility power production, warehousing and distribution, and

other heavy- and light-industrial, and commercial uses. The industrial center has grown to become a major regional hub for distribution, alternative energy production, digital data management, and highly intensive and experimental industries." The proposed use of "recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes" is consistent with the heavy industrial use statements for the Tahoe-Reno Industrial Center.

3. Findings of Fact

- A. <u>Motion for approval</u>. The following Findings of Fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
 - (1) This approval is for Special Use Permit 2017-044, a request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.
 - (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
 - (3) 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 medical waste thermal destruction plant is defined as a "recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes" and requires a Special Use Permit.
 - (4) Granting of the 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.
 - (5) 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.
 - (6) 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.

- (7) 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.
- B. <u>Motion for denial</u>. Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.
 - (1) This denial is for Special Use Permit 2017-044, a request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.
 - (2) The conditions under the Special Use Permit conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial, 17.62 Special Uses.
 - (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. Recommended Conditions of Approval

- A. Special Use Permit. This approval is for Special Use Permit 2017-044, a request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.
- B. Requirements. The Permit Holder shall apply for all required permits and licenses, including building and fire permits, for the project within 24 months from the date of final approval of this Special Use Permit, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This permit shall remain valid as long as the Permit Holder, its heirs, assigns, or successors remain in compliance with the terms of this permit and Storey County, Nevada State, and federal regulations.
- C. Permit Contents. This permit incorporates by reference the standards, objectives, conditions, terms and requirements of all plans, including the operating plan, safety plan, training plan, and closure plan, to be submitted separately from this permit. The requirements of all submitted plan, along with support material submitted with the application, become part of this Special Use Permit.
- D. <u>Allowed Modes of Transport</u>. The facility may receive and distribute medical waste and the resultant ash/paste via truck and rail. All loading and unloading of materials must

occur within an enclosed structure. The structure must meet the requirements of this special use permit with regard to emergency spill and containment. The Storey County Community Development Department and Fire Protection District plan review are required for any proposed rail spur facilities.

- E. Storage. This permit does not authorize any outdoor storage at the site. All storage of all materials transported to the site and the byproduct created at the site shall be contained within the proposed building or within an enclosed truck trailer while awaiting unloading or delivery.
- Taxes. Before obtaining a building permit, the Permit Holder must show the building department valid evidence that all property taxes on the land are paid-to-date.
- G. Emergency Management Plan. The Permit Holder must submit an emergency plan to the Storey County Fire Protection District, Community Development, Emergency Management and Planning Departments for review and approval. At a minimum, the elements of the plan must include disaster management, Emergency Medical Services (EMS), and environmental protection. This plan shall include industry best practices implementation in addition to local, state and federal requirements. Specific items to be included in the plan are as follows. The following list is not exhaustive; the County may impose additional requirements as necessary. Requirements of State and federal agencies which fulfill the following may suffice when documentation thereof is submitted to the governing body and to Storey County.
 - Basic company, owner, site, and emergency contact information
 - Plot Plan (detailed drawings) of the site and access points
 - Site evacuation, gathering points and emergency procedure
 - Area evacuation and emergency procedure for each applicable emergency situation
 - Initial and ongoing training and education of county and fire district emergency response personnel applicable to the subject use, and at the permit holder's expense
 - Emergency contact procedures, including for the NDEP, Dispatch 9-1-1, and Storey County Emergency Services
 - Facility shut-down and startup procedure
 - Special training and identification of any funding for the Fire District and Emergency Management to address site specific hazards
 - Emergency vehicle access, circulation, and staging
 - Documenting and reporting of emergency situations, including spills and gassing-off of any product.
 - Post disaster management, cleanup, and material disposal
 - Documenting and reporting of NDEP and other environmental permits and notices
 - Stormwater drainage and detention will be submitted for review and approval during the plan review and permitting processes
 - Facility Closure Plan
 - Risk Management Plan

- Industry Best Practices shall be utilized when developing any plans for the facility
- Complete index of MSDS/SDS shall be provided to the Storey County Fire Protection District, Storey County Community Development Department, Storey County Local Emergency Planning Committee, Storey County Emergency Management and Storey County Planning Department
- Community Right to Know Plan and Information shall be maintained and provided at all times within the facility.
- Copy of all Fire Marshall Permits for Hazardous Materials shall be maintained onsite and available upon request to Storey County.
- Dates, time and attendees of all drills held at facility shall be maintained on site and available upon request to Storey County
- H. Transfer of Rights. This Special Use Permit shall inure to the record owner of the Subject Property and to the Permit Holder and shall run with the land defined herein. This Special Use Permit, subject to its terms and conditions, may be transferred by the Permit Holder, its successors, heirs or assigns. Any/all transfers of Special Use Permit 2017-044 shall be advised in writing to Storey County Planning Department 180 days prior to assignee taking over operation of facility. The operators of the facility must sign and accept all stipulations and requirements of the Special Use Permit 2017-044. The operators of the facility must within 60 days of this notice contact Storey County in order to schedule a consultation with the Storey County Fire District, Emergency Management Department, and all other applicable federal, state, and local emergency response agencies, and demonstrate the ability to maintain the level of security, safety, and conformance with the requirements of this special use permit, including the codes and regulations of the applicable agencies during and after the transition to new ownership.
- Abandonment. In the event that the use authorized by this Special Use Permit is abandoned for a period of more than twenty-four (24) calendar months from the date of last producing operations, this permit shall become null and void and a new Special Use Permit shall be required. In the event of a force Majeure such as and not limited to a flood, damage or destruction of the access to the site, earthquake, or other events beyond the control of Storey County of the Permit Holder, the period of abandonment shall not be deemed to commence until such time as the permit holder may be found to once again have reasonable access to the site. In this connection, the permit holder shall reasonably attempt to establish access to the site.
- J. <u>Closure</u>. The Permit Holder shall be responsible for the cost for the closure of this facility as permitted under Special Use Permit 2017-044. Complete closure shall consist of providing reclamation that would eliminate any hazardous materials or environmental damage to the existing site or adjacent areas proven to be contaminated by the Applicant's processes.
- K. <u>Post-Closure Monitoring</u>. In the event that the permit lapses or the use is discontinued or abandoned, the Permit Holder, its heirs, assigns or successors shall remain responsible for environmental monitoring and post-closure maintenance. Under no

circumstances shall Storey County, its officers, or representatives bare any cost or responsibility for the deconstruction, disassembly, or removal of equipment or environmental monitoring or clean-up.

- L. <u>Setbacks</u>. Any proposed buildings and storage tanks and accessory structures containing chemical substances shall be setback a minimum 50-feet from the property line. Other accessory structures must meet the standard setback requirements for the 12 zoning. The fire district may impose more restrictive setbacks on any structure, container, or apparatus on the subject property when the need for additional separation is demonstrated. Any additional setbacks based on the use/materials contained within accessory structures and separation requirements shall be identified. Alternatively, the Permit Holder shall demonstrate that a Variance to the required setbacks has been granted by the Storey County Board of County Commissioners.
- M. <u>Nuisances</u>. As stated in Section 17.12.100(A), noise, smoke, odor, gases, or other noxious nuisances shall be controlled so as not to become objectionable, or adversely affect the properties in the vicinity, and shall not be detrimental to the public health, safety and welfare.
- N. Separate Permits Required. This Special Use Permit shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and building permit will be required. A Nevada Division of Environmental Protection Chemical Accident Prevention Program (CAPP) along with any required air quality control permit must be obtained for the project consistent with NRS 278.147 requirements. A copy of the NDEP approval shall be forwarded to Storey County Planning Department for inclusion with the Special Use Permit. If there is a violation of NDEP permit, Storey County shall be notified of the violation, corrective action to be taken and date to be completed.
- O. <u>Legal Responsibility</u>. Issuance of this permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.
- P. Indemnification. The Permit Holder warrants that the future use of land will conform to the requirements of the County of Storey, State of Nevada, and applicable federal regulatory and legal requirements for the production, refining, purification, processing, dilution, blending, distribution and use of hazardous and non-hazardous chemical products associated with the microelectronics industry; further, the Permit Holder warrants that continued and future use of the land shall so conform. The Permit Holder, its assigns, heirs or successors, agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any environmental damage, environmental liability, and any/all other claims now existing or which may occur as a result of this special use permit.
- Q. <u>Liability Insurance</u>. The Permit Holder, as well as its assigns, heirs or successors, shall provide proof of insurance to Storey County and maintain a satisfactory liability insurance for all aspects of this operation under Special Use Permit 2017-044 for a

minimum amount of \$5,000,000.00 (five million dollars).

R. Operations Safety. The facility/site design and layout must meet all Storey County adopted model codes and amendments, as well as Federal, State and County environmental, best practices and health/safety requirements.

Emergency response plans and protocols must be established, documented and practiced prior to operations commencing on site. All operators must be trained and certified, and plant management will be trained in incident command. Drills must be practiced annually and jointly with the local emergency responders (at the discretion of the emergency responders).

All loading and unloading of materials, along with storage of materials must occur within the structure.

- 5. Safety. The following security measures must be implemented at a minimum.
 - All staff shall be trained for spill containment and cleanup. A copy of the training shall be submitted to Storey County.
 - All medical waste shall be double contained.
 - The property shall be enclosed with a minimum 6-foot high fence and entrances shall be gated.
 - The premises must be well lit in order to maintain property security. The lighting
 plan shall be designed to provide necessary operation, but not be over obtrusive to
 avoid safety hazard(s) for adjacent right-of-ways and/or light pollution, and shall
 comply with Chapter 8.02 of the Storey County Code.
 - No outside storage of materials is permitted or proposed with this application. All
 materials will be housed either in the main building or in separate accessory
 buildings designed to meet the requirements of this special use permit and any
 federal, state, and local regulations.
- T. State/Federal Taxes. Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project should be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'. Proof of appropriate reporting is required prior to a 'Certificate of Occupancy' being issued. Additionally, when applicable, the Permit Holder shall be responsible for reporting and paying all Federal Motor Fuels and Lubricants taxes.
- U. <u>Emergency Training</u>. The Permit Holder shall provide and/or pay for any and all special training and/or equipment needed for the Storey County personnel that is required due to the operation of the facility. This may include plugging, diking, air monitoring, Level A response suits or any other item required to properly and safely respond to the facility. This may also include medical equipment specifically needed for exposure to specific products, including body substance isolation (BSI) personal protective equipment (PPE)

- as needed when operating within the facility.
- V. <u>Emergency Response Training</u>. The facility shall be an active member of the Storey County Local Emergency Planning Committee. This includes participation as requested for drills.
- W. <u>Landscaping</u>. A landscaping plan consistent with, but not limited to, the minimum standards set forth in Subsection 4 of the Tahoe-Reno Industrial Center's CC&R's and Architectural Committee, as well as Storey County approval, shall be implemented onsite.
- X. <u>Water and Sewer Connection</u>. The Permit Holder shall provide a 'Will Serve' letter from Tahoe-Reno Industrial Center General Improvement District to the Storey County Building Department for the necessary water and sewer to operate the facility.
- Y. Environmental Monitoring. Before operations commence, the Permit Holder shall submit to Storey County a copy of the environmental monitoring requirements applicable to the facility under the environmental permits issued for the facility. The Permit Holder shall include storm water management measures on its site plan which shall be submitted to Storey County Community Development Department for approval. Community Development.
- Z. Incident Reporting. Any uncontrolled release of hazardous shall be required to be reported immediately to Storey County Emergency Dispatch via 9-1-1. The incident shall be immediately reported to Storey County Community Development and Planning Departments and the Nevada Division of Environmental Protection (NDEP). The Permit Holder shall comply with the NDEP's clean-up requirements and provide Storey County Emergency Management and Fire District a copy of NDEP's completion of remediation. All hazardous materials incident clean-up and response costs shall be borne by the permit holder as part of the issuance of this special use permit. Incidents exceeding a standard first alarm response will be billed to the company. If mutual aid is warranted to suppress an incident, those costs shall also be funded by the company.
- AA. <u>Fluid Containment</u>. The Permit Holder shall construct containment systems in areas where fuels and other types of hazardous materials are being stored or processed to prevent spills, if any, from entering the environment. The containment system shall be designed and installed to the satisfaction of the Storey County Community Development Department and in accordance with model codes.
- BB. Air Emissions. Air emissions from the facility shall meet the Nevada Division of Environmental Protection permit requirements. Copies of the annual reports of environmental quality, necessary to comply with the requirements of the permit issued by the Bureau of Air Pollution Control, Nevada Division of Environmental Protection (NDEP) shall be submitted to Storey County Planning Department. In the event that there is an air discharge in excess of the standards approved by NDEP under the construction or operating permit, the permit holder shall provide Storey Community Planning Department a copy of any notice of the event or plan to remediate the event submitted to NDEP. If the Permit Holder is required by the Bureau of Air Pollution

Control, Nevada Division of Environmental Protection to prepare a report on the event, the permit holder shall submit a copy of the report to Storey County Planning Development. There shall be no obnoxious odors released into the air that are a nuisance to abutting properties. The facility will be subject to Title 40 of Federal regulations (40 CFR Part 60 – Standards of Performance for New Stationary Sources, Subpart Ec, Standards of Performance for Hospital/Medical/infectious Waste incinerators for Which Construction is Commenced After June 20, 1996) which provides federally enforceable standards of performance for facilities of this type. Although the proposed facility is not considered an incinerator, based on meetings with regulatory authorities, the facility will be subject to these same standards and requirements.

- CC. <u>Air Pollution Controls.</u> This permit acknowledges the following pollutant controls devices are to be install in series in the following order:
 - Lime and activated carbon reactor
 - Slaked lime dosed with activated carbon is used to remove acid gases and dioxins from exhaust stream.
 - Exhaust gas contract lime/activated carbon in a reactor where the acid gases and dioxins absorb to the lime/activated carbon.
 - Lime/activated carbon is loaded into unit via a sealed hopper (no dust production) equipped with a metering screw auger.
 - Spent lime/activated carbon is discharged into sealed containers (no dust production) located inside the facility building and shipped offsite for disposal/sale.

Baghouse

- Baghouse equipped with lime/activated carbon coated filter bags for the removal of particulates (including lime/activated carbon from previous process), metals, and further acid gas and dioxin removal.
- Baghouse removes particulates and materials via filtration and lime coating on baghouses provides removal of residual acids gases and dioxins via absorption.
- Solid material removed by baghouse is discharged into sealed containers (no dust production) located inside facility building and shipped offsite for disposal/sale.

Wet scrubber

- Recirculating wet scrubber with a liquid scrubbing liquor at pH 7 for submicron particle removal and further removal of acid gases (if needed).
- Exhaust stream is passed through "misting" liquid scrubbing liquor inside wet scrubbing unit.
- Acid gases are removed by acid neutralization in the scrubbing liquor and submicron particles are removed via absorption into the scrubber liquor.
- The vast majority, if not all, of acid gases will be removed by this stage and wet scrubber serves as a "polishing" removal.

- Water is produced by this unit which is recirculated into the thermal destruction unit to be used for cooling when needed.
- 4. Wetted packed tower polisher
 - Final pollutant control device designed to remove any residual pollutants not removed by other control devices.
 - Unit is a tower "packed" with Teflon balls dosed with scrubbing liquor at pH 7.
 - Acid gases are removed by acid neutralization in the scrubbing liquor and submicron particles are removed via absorption into the scrubber liquor.
 - It is important to note that by this stage virtually all of the pollutants will be removed and this unit services as a "polisher" and provides redundancy.
 - Water is produced by this unit which is recirculated into the thermal destruction unit to be used for cooling when needed.
 - This tower discharges to a 70-foot exhaust stack.
- DD. <u>Drainage Protection</u>. All process drains around each unit and site drainage shall be designed to prevent the discharge of oils to the sewer or septic system and or storm drain systems. All site drainage shall be designed as not to adversely impact surrounding property owners.
- EE. <u>Nevada Division of Environmental Protection (NDEP)</u>. The Permit Holder shall demonstrate all required permits from the NDEP have been obtained prior to commencing the project.
- FF. Roadway Development. The Permit Holder shall be required to pave Pittsburgh Avenue from the edge of existing pavement up to and through the facility's driveway approachment(s). The paved roadway shall be at least thirty (30) feet in total width and include a cul-de-sac near the western driveway entrance, both of which shall be completed to the satisfaction of the Storey County Fire Protection District, Building, Planning and Public Works Departments at the applicant's expense. The permit holder shall be required to maintain said roadway (i.e., repair and resurface and remove snow and ice, etc.) until it is developed to the satisfaction of the Storey County Public Works Director, deeded to Storey County, and accepted as a public right-way by the Board of Storey County Commissioners. Additionally, should the Permit Holder desire to apply for infrastructure reimbursement as provided for under the terms of the Development Agreement between Storey County, Tahoe-Reno Industrial Center and DP Operating Partnership, all applicable requirements contained with the Agreement also apply including obtaining pre-approval of costs and structuring the project as a Public Works Project subject to prevailing wage compensation. At that point, Storey County shall assume the responsibility of maintaining said roadway through deed dedication.
- GG. Power Generation. This permit acknowledges the generation of excess electrical power. Any proposed power purchase agreement or connection to a power facility is a private agreement and Storey County is not a part of any discussions or negotiations

between other parties. Any proposed physical connections (such as power lines) may require future Storey County review and/or permitting.

HH. Compliance. The use on the subject property, along with the medical waste materials transported to the site, must comply with all applicable federal, state, and county codes and regulations and the submitted plans and reports, as approved. The Permit Holder must provide the community development department plans drawn to scale prior to obtaining a building permit. The Permit Holder shall be responsible for maintaining the premises and managing operations in accordance with all conditions and stipulations set forth by this Special Use Permit and all other federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the Permit Holder by Storey County on the first and second offense. A third offense shall warrant Storey County to revoke the Special Use Permit. Storey County shall reserve the right to conduct periodic reviews of the Permit Holder's compliance with all conditions and stipulations of the Special Use Permit. In the event of a life safety issue, standard stop work orders and red tags will be issued as approved within the fire and building codes.

Storey County may refer this Special Use Permit to the Board of County Commissioners for show-cause hearing for revocation based on reasons listed in this section. The procedures for show-cause will be pursuant to Storey County Code. The continuation of uses of a revoked Special Use Permit is a violation of SCC Title 17 (Zoning) and will be punishable as provided for therein or other applicable codes. The Special Use Permit may be referred to show-cause for the following reasons:

- Failure to comply with the SUP conditions, or federal, state, and county regulations, without appropriate remedy;
- Any misrepresentation made in the application for the SUP or in other official documents, or amendments thereof, submitted to a federal, state, or local agency;
- Failure to provide notice to the county on violations, disasters, notice of decisions, and other such correspondence from federal, state, and local agencies as required in this SUP.

5. Public Comment

As of November 7, 2017, Staff has not received any comments from the public.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains two motions from which to choose. The motion for approval is recommended by staff in accordance with the Findings of Fact under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval

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 of County Commissioners, and in compliance with the conditions of approval, I (county commissioner), move to approve Special Use Permit 2017-044, a request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

Alternative motion for denial

Against the recommendation by Staff, and the Planning Commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (county commissioner), move to deny Special Use Permit 2017-044, a request by the applicant Eco Compliance Corporation to construct and operate a medical waste thermal destruction plant and potential commercial power generation from waste. The subject property is located at 475 Pittsburgh Avenue, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

Exhibit A Conceptual Site Plan





Storey County Board of County Commissioners Agenda Action Report

applica total of	ant is requesting two f five large parcels ov	existing large parcels er 40 acres. The sub	Land into Large Parcels File 2017-045. The over 40 acres will be divided and reconfigured to a ject properties are located at McCarran (McCarran, Nevada, existing APNs 004-161-16 and 004-111-
Commi Conditi Tentati 045. T parcels	ission, the Findings of ions of Approval, I [4] ive Map and I hereby wo existing large part over 40 acres. The	under section 3.A of the County Commissione approve the Final Murcels over 40 acres which is a properties are subject properties are	recommendation by Staff and the Planning the Staff Report, and in compliance with all r], hereby move to waive the requirement for filing a ap Division of Land into Large Parcels, File 2017-ill be divided and reconfigured to a total of five large located at McCarran (McCarran Ranch area of the APNs 004-161-16 and 004-111-06.
Prepar	red by: Kathy Canfie	ld	
Depart	tment: Planning		Telephone: 775.847.1144
Staff s	ummary: See enclo	sed Staff Report No.	2017-045
Suppo	rting materials: See	e enclosed Staff Repo	ort No. 2017-045
Fiscal i	impact: None on loc	al government.	
Funds A	Available:	Fund:	Comptroller
Legal	review required:	District	Attorney
Review	ved by:		
10	epartment Head	Departm	nent Name: Planning
C	ounty Manager	Other as	gency review:
Board :	action: Approved Denied	[] Appro	oved with Modifications nued Agenda Item No

STOREY COUNTY PLANNING DEPARTMENT

Storey County Courthouse 26 South B Street, PO Box 176, Virginia City, NV 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:

December 5, 2017 at 10:00 a.m.

Meeting Location:

Storey County Courthouse, District Courtroom, Virginia City, Nevada

Staff Contact:

Kathy Canfield

File:

2017-045

Applicant:

L. Lance Gilman

Property Owners:

Tahoe Reno Industrial Center, LLC

Property Location:

The property is located in the McCarran Ranch area of the River District, Storey County, Nevada, and having Assessor's Parcel Numbers 004-161-16 and 004-111-06, Storey County, Nevada. The property is a merger and resubdivision of Parcel 2001-28 as shown on Parcel Map No. 92221 and a portion of the parcels described in Document No. 86946 within portions of Section 1 and Section 2 and all of Section 12 and Section 13, T19N, R21 E, M.D.M.

Request:

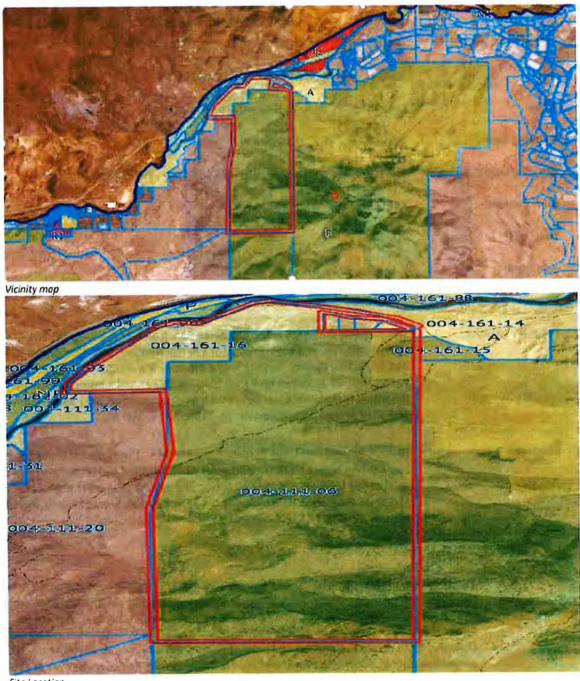
Division of Land into Large Parcels, File 2017-045. The applicant is requesting two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. The subject properties are located at McCarran (McCarran Ranch area of the River District), Storey County, Nevada, existing APNs 004-161-16 and 004-111-06.

Background & Analysis

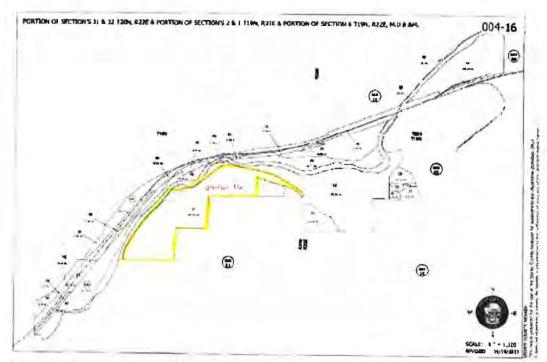
A. <u>Site Location and Characteristics</u>. The two existing parcels are located in McCarran area of the 2016 Storey County Master Plan, Storey County, Nevada. The combined parcels are over 1,690 acres per the Storey County Assessor's Office. There is no development on either property. APN 004-116-16 is zoned Agriculture and APN 004-111-06 is zoned Forestry. Both properties are owned by the applicant. Surrounding land uses to the two properties include the Truckee River and residential properties to the north, vacant Forestry land to the east, vacant Forestry land to the south and vacant Heavy Industrial land to the

west.

Although the properties are owned by the Tahoe Reno Industrial Center, LLC, these properties are not a part of the Industrial Center and are not subject to the Development Agreement between the Tahoe Reno Industrial Center and Storey County. The 2015 Storey County Zoning Ordinance applies to this property.



Site Location

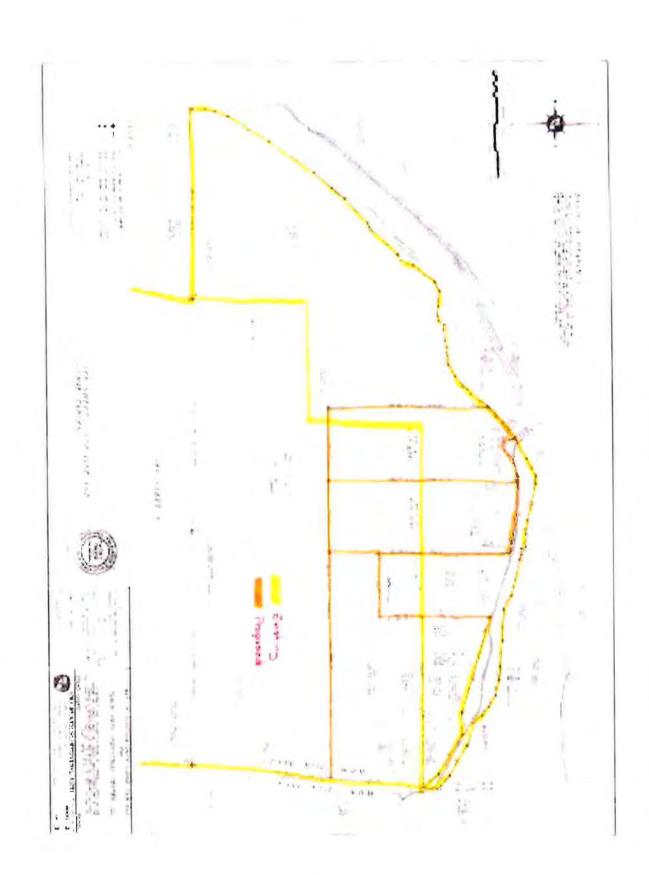


Existing configuration, Assessor's Map for APN 004-161-16



Existing configuration, Assessor's Map for APN 004-111-06

B. Proposed Project. The applicant is requesting a Division of Land into Large Parcels. Two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. A private access easement will be created for parcels that do not have access to existing access easements. Per Nevada Revised Statutes (NRS), this division of land is considered a Division of Land into Large Parcels (NRS 278.471 through 278.4725), and follows the requirements of that section.



- C. Application for a Division of Land into Large Parcels. Nevada Revised Statutes (NRS) 278.471 through 278.4725 defines the requirements for Division of Land into Large Parcels. Storey County Code (SCC) does not specifically require an application for a Division of Land into Large Parcel, however, NRS states a proposed Division must comply with NRS 278.471 through 278.4725, which requires planning commission and governing body approval. This project is not defined as a "Subdivision" by either Nevada Revised Statutes or Title 16 of the Storey County Code because it is not creating five or more parcels from a single parcel of land. The division is not considered a "Parcel Map" because of the large size of the proposed parcels. Division of land into large parcels is exempt from planning commission and board review and approval if the county adopts an ordinance allowing for such exemption for parcels of 10 and/or 40 acres in area. Storey County has not adopted such an ordinance; therefore, the request for division of land into large parcels is subject to planning commission and board action.
- D. Request for Waiver of Requirement to File a Tentative Map. NRS 278.4715 allows for Board of County Commissioners to waive the requirement to file a Tentative Map. The applicant provided a Tentative Map to both staff and the Planning Commission for review. The items identified by staff to include on the Tentative Map have been added and are documented on the Final Map which the applicant will provide at the Board of County Commissioners meeting for consideration.

2. Use Compatibility and Compliance

A. <u>Compatibility with surrounding uses and zones</u>. The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed project and Storey County Title 17 Zoning or the 2016 Master Plan. The proposed boundary line adjustment also consistent with the surrounding zoning and master plan designations.

	Land Use	Master Plan	Zoning
Applicant's Land	vacant	Resources	Agriculture and
			Forestry
Land to the north	Truckee River, Railroad corridor, I-80 corridor, residential	Resources	Agriculture
Land to the east	vacant	Resources	Forestry
Land to the south	vacant	Resources	Forestry
Land to the west	vacant	Resources and	Agriculture and Heavy
		Industrial	Industrial

B. Compliance with the Storey County Code - Section 17.24 – Agricultural & Section 17.32 – Forestry Zones.

The zoning for the proposed new lot configurations will create parcels with dual zoning districts, sharing Forestry and Agricultural zoning on four of the five lots. There is no prohibition in the Storey County Code to keep this from occurring, but split zoning of parcels is discouraged by the 2016 Storey County Master Plan. Any proposed development would need to be consistent with the zoning that is in the location of the development. The applicant has indicated to Storey County staff that an application to rezone the parcels to eliminate the dual zoning on the parcels will be submitted within the next 30 days or less.

Any rezoning requires a separate application and is not a part of this Division of Land into Large Parcels application.

- (1) Storey County Code 17.24 Agricultural and 17.32 Forestry Zones. The proposed Division of Land into Large Parcels is compliant with the zoning outlined in the Storey County Code. The properties are currently vacant and any proposed use would be required to comply with the permissible uses as outlined in the zoning code. Any development would be required to meet the required setbacks and building heights. No development is proposed with this application.
- (2) Minimum Lot Size. The Agricultural zoning requires a minimum lot area of 3 acres and the Forestry zoning requires a minimum lot area of 40 acres. The proposed parcels are a minimum of 40 acres which is consistent with this requirement.

C. Compliance with 2016 Storey County Master Plan

The southern portion of the property is identified in the Storey County Master Plan as a Transition Zone from Resources to Industrial. Although that may be desired in the future, no change in zoning, or transition in zoning from the existing Agricultural or Forestry designations, is proposed at this time. The Division of Land into Large Parcels is not expected to change the character of the neighborhood and is consistent with the Master Plan.

3. Findings of Fact

The Storey County Board of County Commissioners shall cite Findings in a recommended motion for approval, approval with conditions, or denial. The recommended approval, approval with conditions or denial of the requested Division of Land into Large Parcels must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board of County Commissioners may include additional Findings in their decision.

- A. <u>Motion for Approval</u>. The following Findings of Fact are the minimum to be cited for a recommendation of approval or approval with conditions. The following Findings are evident with regard to the requested Division of Land into Large Parcels when the recommended conditions in Section 4 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:
 - (1) The applicant is requesting a Division of Land into Large Parcels, File 2017-045. Two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. The subject properties are located at McCarran (McCarran Ranch area of the River District), Storey County, Nevada, existing APNs 004-161-16 and 004-111-06.
 - (2) The Division of Land into Large Parcels complies with NRS 278.471 through 278.4725 relating to the adjustment of two parcels to five parcels, all 40 acres or more in size.
 - (3) The Division of Land into Large Parcels complies with all Federal, State, and County regulations pertaining to Parcel Maps and allowed land uses.
 - (4) The Division of Land into Large Parcels will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.

- (5) The conditions of approval for the requested Division of Land into Large Parcels do not conflict with the minimum requirements in Storey County Code Chapters 17.24 Agricultural Zone and 17.32 Forestry Zone or any other Federal, State, or County regulations.
- Motion for Denial. Should a recommended motion be made to deny the Division of Land into Large Parcels request, the following Findings with explanation of why should be included in that motion.
 - Substantial evidence shows that the Division of Land into Large Parcels conflicts with the purpose, intent, and other specific requirement of Storey County Code Chapter 17.24 Agricultural Zone and/or 17.32 Forestry Zone, or any other Federal, State, or County regulations, including NRS 278.471 through 278.4725.
 - (2) The Recommended Conditions of Approval for the Division of Land into Large Parcels does not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

4. Recommended Conditions of Approval

All conditions must be met to the satisfaction of each applicable County Department, unless otherwise stated.

- A. General requirements. The Division of Land into Large Parcels must comply with Nevada Revised Statues (NRS) 278.471 through 278.4725 relating to the division and adjustment of land. The Division of Land into Large Parcels must comply with Federal, State, and County regulations pertaining to boundary line adjustments and allowed land uses.
- B. Final Map. The applicant shall submit to the Storey County Planning Department a Final Map for review and approval prior to recordation. The Final Map must show all parcel boundaries, easements, and right-of-ways. Upon acceptance of the format, and completion of all other conditions of approval, the Final Map may be recorded. The Final Map must meet the form and contents pursuant to NRS 278.472.
- C. Access and Easements. Access easements shall be provided for all parcels without frontage to a public travelled way/right-of-way, or without previous access to a private accessway. All existing streets, easements, and utility easements, whether public or private, must remain in effect and be delineated clearly on the Final Map. All utility corridor easements, including those identified in the Storey County Master Plan, shall be shown on the Final Map. Per NRS 278.4725, all proposed access roads shall be suitable for use by emergency vehicles as determined by the Storey County Fire Protection District.
- D. Taxes Paid. Prior to the recording of the proposed Division of Land into Large Parcels, the Applicants shall submit to the Planning Department evidence that property taxes on the land have been paid in full for the fiscal year.
- E. Duties of the Parcel Map Preparer. The preparer of the proposed Parcel Map shall meet all requirements pursuant to NRS 278.471 through 278.4725.

- F. Null and Void. The Division of Land into Large Parcels must be recorded with the Storey County Recorder within 12 months of the Board's approval. If the Final Map is not recorded by that time, this approval will become null and void.
- G. Indemnification. The Property Owner warrant that the future use of land will conform to requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Property Owners warrant that continued and future use of the land shall so conform. The Property Owners agree to hold Storey County, its officers, and representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Approval.
- H. <u>Corners</u>. Per NRS 278.4725, the corners of each lot are to be set by a professional land surveyor.

5. Public Comment

As of November 7, 2017, Staff has not received any comments on the proposed project

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This Section contains two motions from which to choose. The motion for approval is recommended by Staff in accordance with the findings under Section 3.A of this report. Those findings should be made part of that motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended Motion (motion for approval)

In accordance with the recommendation by Staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I [County Commissioner], hereby move to waive the requirement for filing a Tentative Map and I hereby approve the Final Map Division of Land into Large Parcels, File 2017-045. Two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. The subject properties are located at McCarran (McCarran Ranch area of the River District), Storey County, Nevada, existing APNs 004-161-16 and 004-111-06.

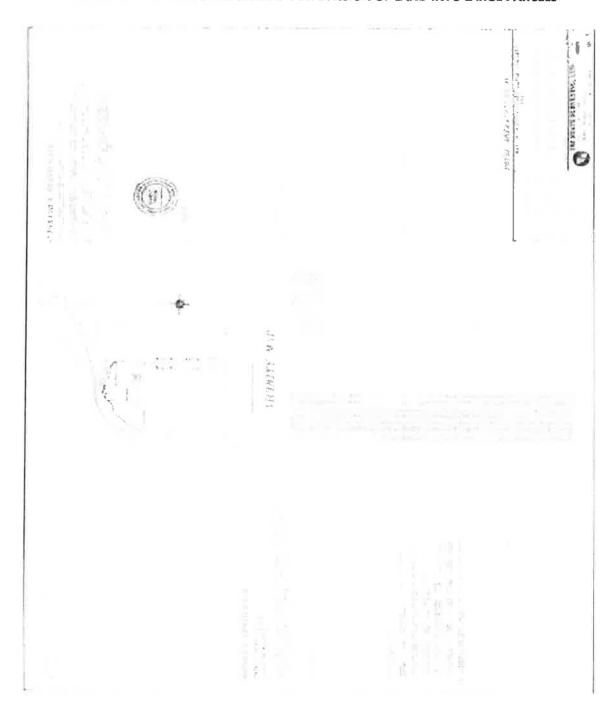
B. Alternative Motion (motion for denial)

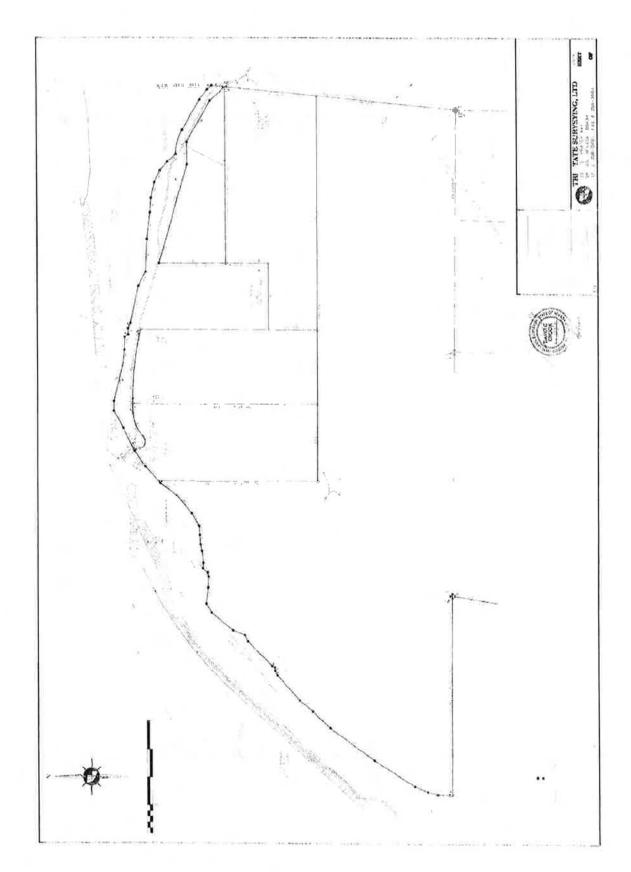
In accordance with the Findings under section 3.8 of this report and other Findings against the recommendation for approval with conditions by Staff, and the Planning Commission, I [County Commissioner], hereby move to deny waiving the requirement for filing a Tentative Map and I hereby deny the Final Map Division of Land into Large Parcels, File 2017-045. Two existing large parcels over 40 acres will be divided and reconfigured to a total of five large parcels over 40 acres. The subject properties are located at McCarran (McCarran

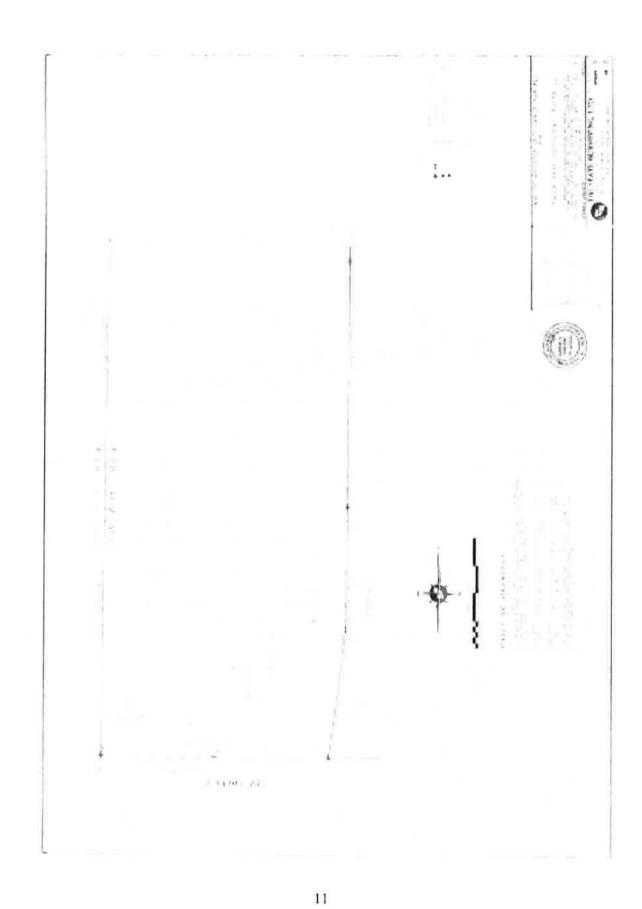
Ranch area of the River District), Storey County, Nevada, existing APNs 004-161-16 and 004-111-06.

APPENDIX 1

PROPOSED TENTATIVE PARCEL MAP FOR DIVISION OF LAND INTO LARGE PARCELS







APPENDIX 2

NRS 278.471 through 278.4725

Division of Land Into Large Parcels

NRS 278.471 Divisions of land subject to NRS 278.471 to 278.4725, inclusive; exemption.

- Except as provided in subsections 2 and 3, a proposed division of land is subject to the provisions of NRS 278.471 to 278.4725, inclusive, if each proposed lot is at least:
 - (a) One-sixteenth of a section as described by a government land office survey; or
 - (b) Forty acres in area, including roads and easements.
- The governing body of a city, the board of county commissioners with respect to the unincorporated area, may by ordinance elect to make <u>NRS 278.471</u> to <u>278.4725</u>, inclusive, apply to each proposed division of land where each proposed lot is at least:
 - (a) One-sixty-fourth of a section as described by a government land office survey; or
 - (b) Ten acres in area, including roads and easements.
- 3. A proposed division of land into lots or parcels, each of which contains not less than one section or 640 acres, is not subject to NRS 278.471 to 278.4725, inclusive.

(Added to NRS by 1979, 1504)

NRS 278.4713 Preparation, contents and filing of tentative map; affidavit required.

- Unless the filing of a tentative map is waived, a person who proposes to make a division of land pursuant to NRS 278.471 to 278.4725, inclusive, must first:
- (a) File a tentative map for the area in which the land is located with the planning commission or its designated representative or with the clerk of the governing body if there is no planning commission;
- (b) Submit an affidavit stating that the person will make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS.398.0923, if applicable, by the person who proposes to make a division of land or any successor in interest; and
 - (c) Pay a filing fee of no more than \$750 set by the governing body.
 - 2. This map must be:
 - (a) Entitled "Tentative Map of Division into Large Parcels"; and
 - (b) Prepared and certified by a professional land surveyor.
 - 3. This map must show:
- (a) The approximate, calculated or actual acreage of each lot and the total acreage of the land to be divided.
- (b) Any roads or easements of access which exist, are proposed in the applicable master plan or are proposed by the person who intends to divide the land.
- (c) Except as otherwise provided in <u>NRS 278.329</u>, an easement for public utilities that provide gas, electric and telecommunications services and for any video service providers that are authorized pursuant to <u>chapter 711</u> of NRS to operate a video service network in that area.

- (d) Except as otherwise provided in <u>NRS 278.329</u>, an easement for public utilities that provide water and sewer services.
 - (e) Any existing easements for irrigation or drainage, and any normally continuously flowing watercourses.
 - (f) An indication of any existing road or easement which the owner does not intend to dedicate.
 - (g) The name and address of the owner of the land.
- 4. The planning commission and the governing body or its authorized representative shall not approve the tentative map unless the person proposing to divide the land has submitted an affidavit stating that the person will make provision for the payment of the tax imposed by chapter.375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS.598.0923, if applicable, by the person proposing to divide the land or any successor in interest.

(Added to NRS by 1979, 1504; A 1989, 794; 1993, 2574; 1997, 2429; 1999, 895; 2003, 2347; 2007, 1381; 2009, 1117)

NRS 278.4715 Waiver of requirement to file tentative map; designation of easements.

- 1. The planning commission or, if there is no planning commission, the governing body or its authorized representative may waive the requirement of filing the tentative map.
- 2. If the tentative map is filed with the planning commission or with the governing body or its authorized representative, the planning commission or the governing body or its authorized representative may within 60 days after the filing of the tentative map designate the location and width of any easements for roads and public utilities as shown on the master plan if there is one applicable to the area to be divided, or designate the location and width of any easements for roads and public utilities which may be reasonably necessary to serve the area to be divided if there is no master plan.
- 3. The planning commission or the governing body or its authorized representative shall not designate an easement after the expiration of 60 days from the filing of the tentative map.

(Added to NRS by 1979, 1505; A 1997, 2429)

NRS 278.472 Final map: Filing; form and contents.

- 1. After the planning commission or the governing body or its authorized representative has approved the tentative map or waived the requirement of its filing, or 60 days after the date of its filing, whichever is earlier, the person who proposes to divide the land may file a final map of the division with the governing body or its authorized representative or, if authorized by the governing body, with the planning commission. The map must be accompanied by a written statement signed by the treasurer of the county in which the land to be divided is located indicating that all property taxes on the land for the fiscal year have been paid.
 - 2. This map must be:
 - (a) Entitled "Map of Division into Large Parcels."
- (b) Filed with the governing body or its authorized representative or, if authorized by the governing body, with the planning commission not later than 1 year after the date that the tentative map was first filed with the planning commission or the governing body or its authorized representative or that the requirement of its filing was waived.
 - (c) Prepared by a professional land surveyor.
- (d) Based upon an actual survey by the preparer and show the date of the survey and contain the certificate of the surveyor required pursuant to NRS 278.375.
- (e) Clearly and legibly drawn in permanent black ink upon good tracing cloth or produced by the use of other materials of a permanent nature generally used for this purpose in the engineering profession. Affidavits, certificates and acknowledgments must be legibly stamped or printed upon the map with permanent black ink.
- (f) Twenty-four by 32 inches in size with a marginal line drawn completely around each sheet, leaving an entirely blank margin of 1 inch at the top, bottom, and right edges, and of 2 inches at the left edge along the 24-inch dimension.
 - (g) Of scale large enough to show clearly all details.
- 3. The particular number of the sheet and the total number of sheets comprising the map must be stated on each of the sheets, and its relation to each adjoining sheet must be clearly shown.

- 4. This map must show and define:
- (a) All subdivision lots by the number and actual acreage of each lot.
- (b) Any roads or easements of access which exist and which the owner intends to offer for dedication, any roads or easements of access which are shown on the applicable master plan and any roads or easements of access which are specially required by the planning commission or the governing body or its authorized representative.
- (c) Except as otherwise provided in <u>NRS 278.329</u>, an easement for public utilities that provide gas, electric and telecommunications services and for any video service providers that are authorized pursuant to <u>chapter</u> 711 of NRS to operate a video service network in that area.
- (d) Except as otherwise provided in NRS 278.329, an easement for public utilities that provide water and sewer services.
 - (e) Any existing easements for irrigation or drainage, and any normally continuously flowing watercourses. (Added to NRS by 1979, 1505; A 1989, 502, 795; 1991, 280, 1384; 1993, 2575; 1997, 2430; 2003, 2348; 2007, 1382)

NRS 278.4725 Final map: Action by planning commission or governing body; appeal; procedures in event of disapproval; conditions for approval; filing; contents; fee for recording; county recorder to provide copy of final map or access to digital final map to county assessor.

- Except as otherwise provided in this section, if the governing body has authorized the planning commission to take final action on a final map, the planning commission shall approve, conditionally approve or disapprove the final map, basing its action upon the requirements of NRS 278.472:
 - (a) In a county whose population is 700,000 or more, within 45 days; or
 - (b) In a county whose population is less than 700,000, within 60 days,
- ➡ after accepting the final map as a complete application. The planning commission shall file its written decision with the governing body. Except as otherwise provided in subsection 5, or unless the time is extended by mutual agreement, if the planning commission is authorized to take final action and it fails to take action within the period specified in this subsection, the final map shall be deemed approved unconditionally.
- 2. If there is no planning commission or if the governing body has not authorized the planning commission to take final action, the governing body or its authorized representative shall approve, conditionally approve or disapprove the final map, basing its action upon the requirements of NRS 278.472:
 - (a) In a county whose population is 700,000 or more, within 45 days; or
 - (b) In a county whose population is less than 700,000, within 60 days,
- after the final map is accepted as a complete application. Except as otherwise provided in subsection 5 or unless the time is extended by mutual agreement, if the governing body or its authorized representative fails to take action within the period specified in this subsection, the final map shall be deemed approved unconditionally.
- An applicant or other person aggrieved by a decision of the authorized representative of the governing body or by a final act of the planning commission may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.3195.
- 4. If the map is disapproved, the governing body or its authorized representative or the planning commission shall return the map to the person who proposes to divide the land, with the reason for its action and a statement of the changes necessary to render the map acceptable.
- 5. If the final map divides the land into 16 lots or more, the governing body or its authorized representative or the planning commission shall not approve a map, and a map shall not be deemed approved, unless:
 - (a) Each lot contains an access road that is suitable for use by emergency vehicles; and
 - (b) The corners of each lot are set by a professional land surveyor.
- If the final map divides the land into 15 lots or less, the governing body or its authorized representative
 or the planning commission may, if reasonably necessary, require the map to comply with the provisions of
 subsection 5.
- 7. Upon approval, the map must be filed with the county recorder. Filing with the county recorder operates as a continuing:

- (a) Offer to dedicate for public roads the areas shown as proposed roads or easements of access, which the governing body may accept in whole or in part at any time or from time to time.
- (b) Offer to grant the easements shown for public utilities, which any public utility may similarly accept without excluding any other public utility whose presence is physically compatible.
 - 8. The map filed with the county recorder must include:
- (a) A certificate signed and acknowledged by each owner of land to be divided consenting to the preparation of the map, the dedication of the roads and the granting of the easements.
- (b) A certificate signed by the clerk of the governing body or authorized representative of the governing body or the secretary to the planning commission that the map was approved, or the affidavit of the person presenting the map for filing that the time limited by subsection 1 or 2 for action by the governing body or its authorized representative or the planning commission has expired and that the requirements of subsection 5 have been met. A certificate signed pursuant to this paragraph must also indicate, if applicable, that the governing body or planning commission determined that a public street, easement or utility easement which will not remain in effect after a merger and resubdivision of parcels conducted pursuant to NRS 278.4925, has been vacated or abandoned in accordance with NRS 278.480.
- (c) A written statement signed by the treasurer of the county in which the land to be divided is located indicating that all property taxes on the land for the fiscal year have been paid.
 - 9. A governing body may by local ordinance require a final map to include:
 - (a) A report from a title company which lists the names of:
 - (1) Each owner of record of the land to be divided; and
- (2) Each holder of record of a security interest in the land to be divided, if the security interest was created by a mortgage or a deed of trust.
 - (b) The signature of each owner of record of the land to be divided.
- (c) The written consent of each holder of record of a security interest listed pursuant to subparagraph (2) of paragraph (a), to the preparation and recordation of the final map. A holder of record may consent by signing:
 - The final map; or
- (2) A separate document that is filed with the final map and declares his or her consent to the division of land.
- 10. After a map has been filed with the county recorder, any lot shown thereon may be conveyed by reference to the map, without further description.
- 11. The county recorder shall charge and collect for recording the map a fee set by the board of county commissioners of not more than \$50 for the first sheet of the map plus \$10 for each additional sheet.
- 12. A county recorder who records a final map pursuant to this section shall, within 7 working days after he or she records the final map, provide to the county assessor at no charge:
 - (a) A duplicate copy of the final map and any supporting documents; or
- (b) Access to the digital final map and any digital supporting documents. The map and supporting documents must be in a form that is acceptable to the county recorder and the county assessor.

(Added to NRS by 1979, 1506; A 1979, 1506; 1989, 503; 1991, 281, 1385; 1993, 1358, 2576; 1995, 199, 710; 1997, 2430; 1999, 790; 2001, 1561, 1970, 2813, 3218; 2003, 227, 2787; 2011, 1199)



Storey County Board of County Commissioners Agenda Action Report

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L.	to the required 50-foot sout for a portion of the principa the principal building's sou subject building or property	h yard setback allowing the building being a mechanth exterior wall. This varing the property is located.	146 request. The applicant requests a variance the south setback area to be reduced to 15 feet nical room, and to 35 feet for the remainder of ance does not apply to any other side of the within the Tahoe Reno Industrial Center at 475 da, Assessor's Parcel Number (APN) 005-051-
2.	Commission, the Findings of appropriate by the Board of approval, I (county commiss to the required 50-foot south for a portion of the principal the principal building's south subject building or property	of Fact under Section 3.A County Commissioners, sioner), move to approve a yard setback allowing the building being a mechanth exterior wall. This varies. The property is located	ommendation by Staff, and the Planning of this report, and other findings deemed and in compliance with the conditions of the Variance request 2017-046 for a variance resouth setback area to be reduced to 15 feet nical room, and to 35 feet for the remainder of ance does not apply to any other side of the within the Tahoe Reno Industrial Center at 475 evada, Assessor's Parcel Number (APN)
	Prepared by: Kathy Canfie	eld	
3.	Trepared by. Rudiy Camir		
	Department: Planning		Telephone: 775.847.1144
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3. 4. 5. 6.	Department: Planning	sed Staff Report No. 2017	7-046
4. 5. 6,	<u>Department</u> : Planning <u>Staff summary</u> : See enclose	sed Staff Report No. 2017 closed Staff Report No. 2	7-046
4. 5. 6,	<u>Department</u> : Planning <u>Staff summary</u> : See enclose <u>Supporting materials</u> : Enc	sed Staff Report No. 2017 closed Staff Report No. 2	7-046
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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:

December 5, 2017 at 10:00 a.m.

Meeting Location:

Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada

Staff Contact:

Kathy Canfield

File:

2017-046

Applicant:

Eco Compliance Corporation

Property Owner:

Eco Compliance Corporation

Property Location:

475 Pittsburgh Avenue, McCarran, Storey County, Nevada

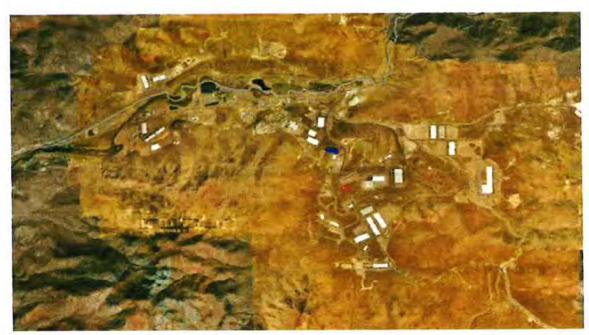
Request:

The applicant requests a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey

County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

1. Background & Analysis

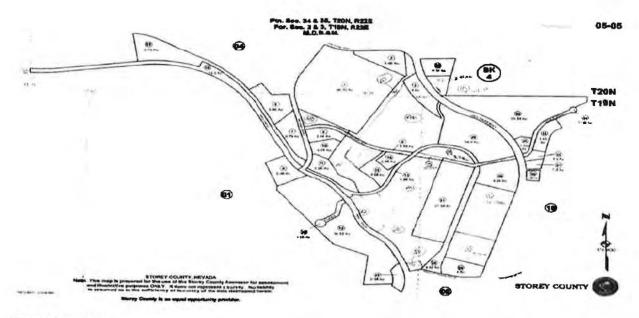
A. <u>Site Location and Characteristics</u>. The property is located within the Tahoe-Reno Industrial Center in McCarran, Storey County, Nevada. The property is located on Pittsburgh Avenue between USA Parkway and Peru Drive. The site is zoned I-2, Heavy Industrial and is a 3.74 acre undeveloped parcel. Surrounding land uses include the Union Pacific Railroad line and vacant land to the north, vacant land and USA Parkway to the east, Pittsburgh Paints and vacant land to the south, and vacant land, Tire Rack and a second Pittsburgh Paints location to the west.



Vicinity Map



Surrounding Properties Map



Assessor's Parcel Map

B. Proposed Use. The applicant, Eco Compliance Corporation (ECO) is proposing to construct and operate a medical waste thermal destruction plant. The proposal includes constructing a single building facility which includes the thermal destruction facility, an office area, employee parking area and two separate areas for truck trailer parking. The applicant is requesting a variance to the 50-foot south yard setback to allow for a 15-foot south setback from the property line.



Existing Site



Proposed Site

Variance. The applicant has requested a variance to the south side yard setback. The south side yard setback is proposed to be 15-feet for a mechanical room, and 35-feet for the main building. The 1999 Storey County Zoning Ordinance I-2 Heavy Industrial zoning requires a 50-foot building setback from all property lines. The 50-foot setback will be met on the west, north and east side of the building. Section 17.60 of the 1999 Storey County Code identifies the process for Variances. The applicant and this report follow the requirements outlined in the Code.

2. Compatibility and Compliance

A. <u>Compatibility with surrounding uses and zones</u>. The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project.

	Land Use	Master Plan Designation	1999 Zoning Code	2015 Zoning Code
Applicant's Land	Vacant	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the North	U.P. Ratiroad line, vacant	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the East	USA Parkway, vacant	Industrial	I-2 Heavy Industrial	i2 Heavy Industrial
Land to the South	Pittsburgh Paints, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial
Land to the West	Pittsburgh Paints, Tire Rack, vacant	Industrial	I-2 Heavy Industrial	12 Heavy Industrial

B. <u>Variances</u>. The 1999 Storey County Code 17.60 Variances states that a Variance to the provisions of its ordinance title may be granted by the Storey County Board of County Commissioners with action by the Storey County Planning Commission where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the lot or parcel, the strict application of the regulations enacted under this ordinance would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon the owner of property.

Section 17.60.010 goes on to state "Such relief from the strict application of the regulations of this ordinance, however, may only be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution and under such conditions as the board may deem necessary to assure that the general purpose and intent of this ordinance will be observed, public safety and welfare secured and substantial justice done."

The proposed facility will be located on a 3.74 acre parcel. The facility consists of one building and associated parking areas. The parcel is roughly the shape of a half circle, with the Union Pacific railroad lines forming an arc boundary to the west, north and east and Pittsburgh Avenue a straight line along the south boundary. The presence of the railroad line on three sides limits expansion opportunities with adjoining parcels. Adding a 50-foot setback from the property lines along the arc and the street frontage leaves a minimal building footprint area on the parcel.

The building configuration is based on dimensions required for the specific thermal destruction equipment and auxiliary equipment arrangements needed for safe and proper operation of the facility. This also includes the truck bay for the loading/unloading of products within the confines of the building. The required 50-foot setbacks will be met on all sides except for the Pittsburgh Avenue frontage, where the proposed setback is desired to be 15-feet for a small mechanical room and 35-feet for the remaining portion of the building. The design of the street system in this particular location and the configuration of adjacent parcels make it unlikely for other buildings to be located near this proposed facility. The closest building is the existing Pittsburgh Paints facility which is approximately 350-feet to the south.

- C. Storey County Zoning Code. The subject property is located within the Tahoe-Reno Industrial Center pursuant to a development agreement between Storey County and the Tahoe-Reno Industrial Center, LLC. Land located within this area is subject to the provisions in the 1999 Storey County Zoning Ordinance; the 2015 Storey County Zoning ordinance does not apply to this area. The existing development complies with the parcel size, loading area and building heights identified in Chapter 17.37 of the 1999 Storey County Code for I-2 zoning. The setbacks will be consistent with the 50-foot requirement with the exception of the south setback for which this variance is requested.
- D. 2016 Storey County Master Plan. The 2016 Storey County Master Plan describes McCarran as a "prime location in which further industrial development can be expected to occur" and as an area "highly suitable for high-intensity...industrial uses" (Chapter 3, p. 84). Section 3.5.7 Goal 2 of the master plan encourages the diversification of commercial and industrial uses in the area by attracting high-technology and commercial uses in addition to distribution and manufacturing. Chapter 7 states that Storey County strives to diversify and expand the local job base; recruit new businesses to industrial centers; maintain regulations that promote industrial uses in the county; continue to update standards for industrial growth in industrial centers; and promote development within the Tahoe-Reno Industrial Center by facilitating efficient and straightforward permitting processes.

The proposed variance to the south setback does not appear to conflict with any elements of the 2016 Master Plan.

3. Findings of Fact

- A. <u>Motion for approval</u>. The following findings of fact are evident with regard to the requested Variance when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
 - (1) This approval is for the applicant's request for a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does

- not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.
- (2) The subject property is located within the Tahoe Reno Industrial Center and is subject to the Development Agreement between Storey County and the Tahoe Reno Industrial Center. The 1999 Storey County Zoning Ordinance I-2 Heavy Industrial zoning applies to the property.
- (3) The property is currently vacant. A medical waste thermal destruction plant is proposed for the property (Special Use Permit File 2017-044).
- (3) That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (4) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (5) That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (6) The proposed Variance is in compliance with all Federal, Nevada State, and Storey County regulations.
- (7) The proposed Variance is in compliance with 1999 Storey County Code 17.60 Variances and 17.37 I-2 Heavy Industrial Zones when all Conditions of Approval are met.
- (8) The proposed Variance is in compliance with and supports the goals, objectives and policies of the 2016 Storey County Master Plan.
- Motion for denial. Should a motion be made to deny the Variance request, the following Findings with explanation of why should be included in that motion.
 - (1) This denial is for the applicant's request for a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

- (2) There are no special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance that would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (3) The granting of the application is not necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (4) That the granting of the application will, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (5) The proposed Variance is not in substantial compliance with all Federal, Nevada State, and Storey County regulations.
- (6) The proposed Variance is not in substantial compliance with and does not support the goals, objectives and recommendations of the Storey County Master Plan.
- (7) The conditions of approval under the Variance do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for the surrounding uses.
- (8) No reasonable level of conditions of approval imposed on this Variance would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.

4. Recommended Conditions of Approval

- A. <u>Variance</u>. This approval is for the applicant's request for variance to the required 50foot south yard setback allowing the south setback area to be reduced to 15 feet for a
 portion of the principal building being a mechanical room, and to 35 feet for the
 remainder of the principal building's south exterior wall. This variance does not apply to
 any other side of the subject building or property. The property is located within the
 Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County,
 Nevada, Assessor's Parcel Number (APN) 005-051-54.
- B. <u>Compliance</u>. The Variance must comply with Storey County Codes, and submitted plans and reports, as approved. The Applicant must provide the Building Department site plans drawn to scale prior to obtaining a Building Permit.
- C. <u>Null and Void</u>. If the Variance is not exercised within 12 months of the date of approval, unless additional time is granted by the Board with action by the Planning Commission, based upon consideration of the specific circumstances of the project, then without

further action, the Variance will be null and void and no non-conforming development activity may be made on the property except on the granting of a new Variance.

- D. Hold Harmless. The Property Owners agree to hold Storey County, its Officers and Representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.
- F. Permits and Expiration. The Applicant shall apply for all Building and Fire permits for the structure within 12 months from the date of Board approval for this Variance, and continuously maintain the validity of those permits, as appropriate, or this approval will become null and void.
- G. <u>Taxes Paid</u>. Before obtaining a Building Permit, the Applicant must show the Planning Department evidence that all property taxes on the land are paid to-date.
- H. <u>Easement</u>. The granting of this Variance will not affect any existing easements on the subject property. No building may be constructed over an easement, ROW within a building setback area not otherwise allowed by this Variance.
- L. <u>Boundary</u>. The applicant must provide the Planning and Building Departments valid evidence indicating the proper location of the property boundaries at time of construction permit submittal.

5. Public Comment

As of November 7, 2017, Staff has not received any comments from the public regarding this Variance request.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the Findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains two motions from which to choose. The motion for approval is recommended by staff in accordance with the findings under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval

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 of County Commissioners, and in compliance with the conditions of approval, i (county commissioner), move to approve the Variance request 2017-046 for a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.

B. Alternative motion for denial

Against the recommendation by Staff, and the Planning Commission, but in accordance with the Findings of Fact under Section 3.2 of this report, and other findings deemed appropriate by the Board of County Commission, I (county commissioner), move to deny Variance request 2017-046 for a variance to the required 50-foot south yard setback allowing the south setback area to be reduced to 15 feet for a portion of the principal building being a mechanical room, and to 35 feet for the remainder of the principal building's south exterior wall. This variance does not apply to any other side of the subject building or property. The property is located within the Tahoe Reno Industrial Center at 475 Pittsburgh Avenue, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-051-54.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12-05-17 Estima Regular agenda [X] Public hear			enda: Consent []
1. <u>Title:</u> Business License Seco	ond Readin	gs Approval	
2. Recommended motion: Ap	proval		
3. Prepared by: Melissa Field			
Department: Community De	evelopment	Rq.	Telephone: 847-0966
follow-up letter noting the	ious reason hose to be o The busines	as, requested to be continued or approves licenses are then p	ense applications are normally ontinued to the next meeting. A ed will be submitted prior to the printed and mailed to the new
Funds Available:	P. ce	a.	6-20-07
	Fund:		Comptroller
Legal review required:	-	District Attorney	
Reviewed by:	_	Department Name	e:
County Manager		Other agency revi	iew:
Board action:			
[] Approved [] Denied		Approved with M Continued	lodifications

Storey County Community Bevelopment



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 November 22, 2017 Via email

Please add the following item(s) to the December 5, 2017 COMMISSIONERS Agenda:

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

LICENSING BOARD SECOND READINGS

- A. BARRY-WEHMILLER DESIGN GROUP General/ 8020 Forsyth Blvd ~ Roseville, CA
- B. WTD HOLDINGS, INC. Contractor / 2255 Justin trail ~ Alpharetta, GA
- C. INTERNATIONAL WORKERS GROUP General / 26 Center Rd ~ LaGrange, GA
- D. MOUNTAIN MUNCHIES VENDING CO. General/ ~ Truckee, CA
- E. MARLOWE HEINZ General / 355 N "F" St. ~ Virginia City, NV
- F. MITSUBISHI ELECTRIC AUTOMATION General/ 500 Corporate Woods Pkwy ~ Vernon Hills, CA
- G. CHROMALOX INC. General/ 103 Gamma Dr ~ Pittsburgh, PA
- H. BOART LONGYEAR CO. Contractor/ 2455 South 3600 West ~ West Valley City, UT
- I. TESLA ENERGY, DBA: SOLARCITY General/3055 Clearview Way ~ SanMateo, CA
- J. ADECCO USA, INC General/10151 Deerwood Pk ~ Jacksonville, FL
- K. COBALT CONTRACTING LLC General/ 5669 Courtney Plummer Rd ~ Oshkosh, WI
- L. ACME CONSTRUCTION SUPPLY General/330 se Salmon St ~ Portland, OR
- M. DIANDA CONSTRUCTION INC Contractor/ 5485 Reno Corporate Dr ~ Reno, NV
- N. THERMOLD INSULATION Contractor/ 2995 White Pine Dr ~ Washoe Valley, NV
- O. REYNOLDS BATTERY SVC, INC General/ 1390 N. McDowell ~ Petaluma, CA
- P. SAKANA, LLC General/7655 Town Square Ln ~ Reno, NV
- Q. TECH PLUMBING & HEATING INC Contractor/ 2601 Warm Springs Ct ~ Carson City, NV
- R. TECHNOSOFT SERVICES, INC. General/ 13400 Bishops Lane ~ Brookfield WI
- S. ISLAND ICE, LLC General/6137 Torrington ~ Reno, NV
- T. AMERICA RENTS General/ 10450 S. Virginia St ~ Reno, NV
- U. TECHNICOAT MANAGEMENT, INC Contractor/ 6879 Speedway Blvd ~ Las Vegas, NV
- V. SUMMIT LINE CONSTRUCTION, INC Contractor/ 441 W. Power Line Rd ~ Heber City, UT
- W. TRUE NORTH SOLUTIONS LP General/8822 S. Ridgeline Blvd ~ Highlands Ranch, CO
- X. ENCORE STEEL, INC General/ 3420 S. 39th Ave ~ Phoenix, AZ
- Y. BANGKOK CUISINE, LLC General/55 Mt. Rose St ~ Reno, NV
- Z. MIDWEST ENGINEERED SYSTEMS, INC General/ W238 N. 1800 Rockwood ~ Waukesha, WI
- AA. DEVIN GALLOWAY, DBA: IN THE ROUGH RECDORDS General/ 333 Territory Rd ~ Dayton, NV
- BB. CHEF YORKEY, LLC. -General/881 Golfers Pass Rd. ~ Incline Village, NV
- CC. INFERNO PIZZA TRAILER General / 5885 Wishbone Crt ~ Sun Valley, NV

ec: Community Development Commissioners' Office Planning Department Comptroller's Office

Sheriff's Office