



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

2/20/2018 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JACK MCGUFFEY
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

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

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

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

Approval of the Agenda for February 20, 2018.

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for January 2, 2018.

5. **CONSENT AGENDA**

- I For possible action, Approval of payroll claims in the amount of \$714,439.06 and accounts payable claims in the amount of \$1,334,782.60.
- II For possible action, approval of the Treasurer's Report for January 2018.
- III For possible action, approval of the cancelation of the March 6, 2018 meeting.
- IV For possible action, approval of Update to Storey County Administrative Policies and Procedures including 001 Functions, Policy, and Procedures; 002 Creating, Reviewing, and Modifying Policies; 003 Smoking and Vaping; 004 Travel Policy; 005 Use of Public Buildings and Facilities; 006 Use of Employer Premises; 007 Facilities Maintenance and Project Assistance; 009 General Communications; 010 Vehicle-Equipment Assignment and Use; 011 Use of Private Vehicle; 012 County Vehicle Maintenance; 013 Vehicle Fuel; 015 Mailing Procedures; 016 Telephone Usage; 017 Social Media; and associated request forms.
- V For possible action, approval of business licenses first reading:
 - A. DESERT BOILERS AND CONTROLS, INC - Contractor / 303 W. Saint Louis Ave ~ Las Vegas, NV
 - B. OUTBOUND TECHNOLOGIES INC - General / 30026 Research Dr ~ New Hudson, MI
 - C. GEORGE & SONS, INC - Contractor / 5301 Longley Lane ~ Reno, NV
 - D. GREGORY R. ANDERSON, DBA: MOBILE NOTARY SVC'S - General / 785 Joel Way ~ Fallon, NV
 - E. CMC TIRE INC - General / 95 Washington St ~ Spokane, WA
 - F. GREGORY R. CHAPEL, DBA: ONSTREET CONCESSIONS - General / 385 Freeport ~ Sparks, NV
 - G. GILLETT CONSTRUCTION - Contractor / 1226 Wigwam Pkwy ~ Henderson, NV
 - H. LEE'S JANITORIAL SERVICES, INC - General / 561 Keystone ~ Reno, NV
 - I. KORBIN CONRAD, DBA: TOP DOG CARPET CLEANING - Home Bus / 210 S"O" ~ VC, NV
- VI For possible action, approve renewal of Government Affairs Consulting Agreement with Porter Group.

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

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

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

Update regarding implementation of Tyler Technologies ERP system.

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

Review of the 2nd Quarter 2018 Unaudited Budget to Actual.

10. **DISCUSSION/POSSIBLE ACTION:**

Review and possible approval of the Storey County Property Tax Rate for 2018-2019.

11. **DISCUSSION/POSSIBLE ACTION:**

Approval of Interlocal Agreement between Nevada Department of Public Safety/State Fire Marshal Division and Storey County.

12. **RECESS TO CONVENE AS THE FIRE PROTECTION DISTRICT**

13. **DISCUSSION/POSSIBLE ACTION:**

Storey County Fire Protection District contract agreement between Chartwell Staffing Solutions to provide temporary staff for fuels reduction.

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

15. **DISCUSSION/POSSIBLE ACTION:**

Approval of contract with Morpho Trak for maintenance and service agreement for the period of 8/17 to 8/18 for the fingerprinting at the Lockwood substation in the amount of \$2,181.

16. **DISCUSSION/POSSIBLE ACTION:**

Interlocal agreement providing the terms and conditions for the use of Piper's Opera House by the Storey County School District and the display of historic personal property within Pipers belonging to the School District.

17. **DISCUSSION/POSSIBLE ACTION:**

Adoption of Resolution 18-482 setting forth a procedure by which a business may object to the adoption of a "rule" by Storey County which impacts the business.

18. **DISCUSSION/POSSIBLE ACTION:**

Approval of revised county manager's job description.

19. **DISCUSSION/POSSIBLE ACTION:**

Approval of business licenses second readings:

- A. CALIFORNIA DRILLING & BLASTING CO, INC - Contractor / 525 Mission St ~ Pasadena, CA
- B. SIERRA SHADING SOLUTION INC - Contractor / 685 Abbay Way ~ Reno, NV
- C. INFINITY AUTOMATION - General / 561 Keystone Ave ~ Reno, NV
- D. COPPER ENVIRONMENTAL CONSUTLING, INC - Professional / 406 E. Park Ave ~ Anaconda, Mt
- E. TRANE US, INC - Contractor / 4145 Del Mar Ave ~ Rocklin, CA
- F. VITAL SYSTEMS CORPORATION - General / 4999 Air center Cir ~ Reno, NV
- G. LITTLE CITY PIZZERIA, LLC - 2632 Alessandro Ct ~ Sparks, NV
- H. T E LARSON INC - General / 1696 S. Virginia St ~ Reno, NV
- I. TEAM INDUSTRIAL SERVICES, INC - General / 13131 Dairy Ashford ~ Sugarland, TX
- J. INDUSTRIEMONTAGE MEHNERT - General / 7 Bergstrabe ~ Muelsen, Germany
- K. LAPP USA INC - General / 6975 S. Decatur Blvd ~ Las Vegas, NV
- L. CHARTWELL STAFFING SOLUTIONS - General / 5220 Longley Lane ~ Reno, NV
- M. SAVAGE WELDING SUPPLY, DBA - General / 265 Pompe Way ~ Reno, NV
- N. PLASMO USA LLC - General / 44160 Plymouth Blvd ~ Plymouth, MI
- O. SIXCLEAR LIMITED LIABILITY CO - General / 500 E 4th St ~ Austin, TX
- P. HIGH CALIBER GLASS - Contractor / 1220 E. Greg St ~ Reno, NV
- Q. THE SHERWIN-WILLIAMS COMPANY - General / 1286 Disk Dr ~ Sparks, NV
- R. HD SUPPLY CONSTRUCTION SUPPLY, LTD / General / 501 West Church St ~ Orlando, FL
- S. EXPEDITORS BY LINDALE, INC - General / 638 N. Eckhoff St ~ Orange, CA
- T. TENANT SALES AND SERVICE - General / 701 N. Lilac Dr ~ Minneapolis, MN
- U. ORKIN - General / 9410 Prototype Dr ~ Reno, NV
- V. THE RYAN COMPANY - Contractor / 15 Commerce Way ~ Norton, MA
- W. PROAXIA CONSULTING K.K. - General / Osaka, Japan
- X. CTOU INC - General / 5209 W. 700 S. ~ Salt Lake City, UT
- Y. TACOS EL GORDO - General / 5330 Torobie Dr ~ Sun Valley, NV
- Z. SUSHI PIER LLC, DBA:FOOD EVOLUTION - General / 1290 E. Plumb ~ Reno, NV
- AA. ELECTRIC BLUE ELEPHANT - General / 136 Moran ~ Reno, NV

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

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

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

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

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

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

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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 2/13/2018; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City

Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018
Agenda Item Type: Regular Agenda

Estimate of Time Required: 0-5 min.

1. Title: Approval of the Minutes for January 2, 2018.
2. Recommended motion: Approval of minutes as submitted.
3. Prepared by: Vanessa Stephens

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: No
8. Reviewed by:

☒ Department Head

Department Name: Clerk

☐ County Manager

Other Agency Review: _____

9. Board Action:

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JANUARY 2, 2018 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL: Chairman McBride, Vice-Chairman McGuffey, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Outside Counsel Robert Morris, Sheriff Gerald Antinoro, Administrative Officer/Planning Director Austin Osborne, Comptroller Hugh Gallagher, Tourism Director Deny Dotson, IT Director James Deane, Fire Chief Jeff Nevin, Community Relations Director Cherie Nevin, Justice of the Peace Eileen Herrington

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. ELECTION OF CHAIRMAN TO THE STOREY COUNTY BOARD OF COMMISSIONERS
FOR THE TERM OF ONE YEAR Pursuant to Storey County Code 2.04.008**

County Manager Whitten recommended that Marshall McBride remain the Chairman of the Storey County Board of County Commissioners. Vice-Chairman McGuffey nominated Marshall McBride as Chairman.

Public Comment:

None

Motion: Approve Marshall McBride as Chairman of the Storey County Board of County Commissioners, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=2)**

4. ELECTION OF VICE CHAIRMAN TO THE STOREY COUNTY BOARD OF COMMISSIONERS FOR THE TERM OF ONE YEAR Pursuant to Storey County Code 2.04.008

County Manager Whitten recommended re-appointment of Jack McGuffey as Vice Chairman of the Storey County Board of Commissioners for 2018. Chairman McBride nominated Jack McGuffey for Vice Chairman of the Storey County Board of Commissioners for 2018.

Public Comment:
None

Motion: Approve Jack McGuffey as Vice-Chairman of the Storey County Board of County Commissioners, **Action:** Approve, **Moved by:** Chairman McBride, **Seconded by:** Vice Chairman McGuffey, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

5. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for January 2, 2018

Public Comment:
None

Motion: Approve Agenda for January 2, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

6. CONSENT AGENDA:

I Consideration of re-appointment of Dr. James C. McLennan to serve as County Health Officer per NRS 439.310.

II For possible action, update to Storey County Administrative Policies and Procedures including 100 Personnel Policies and Acknowledgments, 101 Administrative Directive, 102 Computing Time for Notice, 103 Employee changes of Address, 104 Personnel Files Contents, 105 Personnel Files Confidential Information, 106 Disposal of Personnel Records, 501 Worktime and Workweek, 502 Pay Periods, 503 Overtime, 504 Rate of Pay, 505 Longevity Pay, 506 Acting and FTO pay, 507 Step Advancement, 601 Holidays, 602 Annual Leave, 603 Sick Leave, 604 Catastrophic Leave, 606 Leave Without Pay, 608 Bereavement Leave, 610 Emergency Conditions, 611 Leave for Parents, 612 Leave for Nursing Mothers, 701 Health Insurance Coverage, 702 Life Insurance Coverage, 703 Retirees, 704 Retiree Health Benefits, 705 Workers' Compensation and Transitional Duty, 706 Education Assistance, 901 Performance Management, and Policy 1002 Definitions.

III For possible action, approval of payroll claims in the amount of \$1,084,574.77 and accounts payable claims in the amount of \$3,637,520.11.

IV For possible action, approval of Business Licenses First Readings:

- A. AIR GUYS LLC - General / 1211 Avian Dr. ~ Sparks, NV
- B. NEW ELECTRIC STERLING HEIGHTS LLC- General / 6475 19 ½ Mi. ~ Sterling Hgts, MI
- C. URTON LTD - Contractor / 1512 Hwy 395 N ~ Gardnerville, NV
- D. SUGINO CORP - General / 1380 Hamilton Pkwy ~ Itasca, IL

E. LIBERTY INDUSTRIAL GROUP INC - Contractor / 1132 S 500 W ~ Salt Lake City, UT
 F. AQ&B, LLC - General / 5470 Sidehill Dr ~ Sun Valley, NV
 G. KYYBA, INC - General / 28230 Orchard Lk ~ Farmington Hills, MI
 H. YBD TECH MOVING, LLC - General / 1 East First St ~ Reno, NV
 I. SHRED IT USA - General / 28161 N. Keith Dr - Lake Forest, IL
 J. COMSTOCK COPYWRITING - General / 21335 Saddleback ~ VC Highlands, NV
 K. GO SOLAR GROUP, LLC - Contractor / 4892 S Commerce Dr ~ Murray, UT
 L. TANAMERA CONSTRUCTION, LLC - Contractor / 5560 Longley Ln ~ Reno, NV
 M. GULF COAST PROTECTIVE WRAP, LLC - General / 5301 Longley Ln ~ Reno, NV
 N. MASKINE LLC - General / 704 Mill Rd ~ Webster, IN
 O. THE JAMO TRUCK, LLC - General / 1416 Canyon Creek ~ Reno, NV
 P. AMAZON.COM.KYDC, LLC - General / 410 Terry Ave N ~ Seattle, WA
 Q. COSCO FIRE PROTECTION INC - Contractor / 3620 W. Reno ~ Las Vegas, NV
 R. COMSTOCK CRITTER TAXIDERMY - Home Business / 2247 S. Main St ~ Virginia City, NV
 S. THERMAL RESOURCE SALES, INC - General / 750 Yellow Pine Rd ~ Reno, NV
 T. ACCO ENGINEERED SYSTEMS, INC - Contractor / 6265 San Fernando ~ Glendale, CA
 U. TESLA, INC - General / 3550 Deer Cr Rd ~ Palo Alto, CA
 V. APPLIED MANUFACTURING TECHNOLOGIES LLC - 219 Kay Industrial Dr ~ Orion, MI
 W. CALIFORNIA-NEVADA ILLUMINATION, INC - General / 4000 Executive Pkwy ~ San Ramon, CA
 X. QUALITY TELECOM CONSULTANTS, INC - Contractor / 3740 Cincinnati Ave ~ Rocklin, CA
 Y. EAGLE NEST PARTNERS - General / 2255 Green Vista ~ Sparks, NV
 Z. ELWEMA AUTOMOTICE GMBH - General / 21 Schneider-Strasse 21 ~ Ellwanger Wagst, Germany
 AA. SPARKS ELECTRIC MOTOR REPAIR, LLC - General / 845 Marietta Way ~ Sparks, NV
 BB. INMAN'S JEWELRY - Home Business / 204 Wagon Wheel ~ Dayton, NV
 CC. BOURQUE ENTERPRISES - General / 5017 S 36th St ~ Phoenix, AZ

Public Comment:
 None

Motion: Approve Consent Agenda for January 2, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

7. DISCUSSION ONLY/POSSIBLE ACTION: Resolution 18-480, honoring In memoriam Susanne (Sue) Ayres Graves of Virginia City.

Sheriff Antinoro presented the Resolution. Ms. Graves worked 26 years in the Sheriff's Office and the Sheriff said it is proper to recognize her contributions. Sarah Jensen, Ms. Graves' daughter, was present to accept the Resolution.

Sheriff Antinoro read the Resolution:

WHEREAS: The Storey County Commission remembers the dedicated service of Susanne Ayers Graves and is saddened at her passing;

WHEREAS: Susanne Ayers Graves served as an employee of the Sheriff's Office for 26 years and in retirement continued to provide assistance and counsel to the Office of the Sheriff right up until the time of her passing;

WHEREAS: Susanne Ayers Graves was more than just an employee of county government but had deep ties to our community going back decades, always having time for family, friends, and neighbors, and even serving for many years on the board of the Virginia City Senior Center;

WHEREAS: Susanne Ayers Graves earned the respect, admiration and high regard of all who had the pleasure of knowing and working with her, and while in recent years she could not be a part of the Storey County community, the County has sustained a great loss in her death;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the citizens, the Sheriff, and the Storey County Board of Commissioners, extend sincere regret to Susanne Graves' family members for their loss and the hope that her family will be consoled by the memories of her life and contributions to community;

BE IT FURTHER RESOLVED, that this Resolution be made a part of the official minutes of Storey County and that an official copy of this expression of our deepest sympathy be presented to her family.

Dated this 2nd day of January 2018.

Public Comment: None

Motion: I recommend approval of Resolution 18-480, to recognize Susanne Graves, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

8. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports:
Sewer Improvement Project Manager Mike Nevin:

- The wastewater project is 25% complete.
- Work this week will focus in front of the elementary school as well as under SR 341.
- There may be traffic control in these areas.
- The contractors are great to work with.

County Manager Whitten commented that there are no immediate plans to pave the south section of O Street, however gravel has been put down. Re-paving of streets will be done as long as weather permits.

- The County is working with NDOT in researching remedies to get C Street storm drains off of the sewer system.

Project Manager Mike Northan:

- Insurance work continues to correct damages sustained to County facilities during the January floods.
- Footings and a column have been replaced at Pipers Opera House.

- Work is being done on the Courthouse roof – steel frames are being added to support chimneys.

Community Relations Director Cherie Nevin:

- The Lockwood Community Center lunch program is temporarily relocated to the Rainbow Bend Clubhouse to accommodate building repairs.
- The County is expecting a \$115,000 grant award reimbursement from the State Division of Emergency Management.

Tourism Director Deny Dotson:

- Working on a budget for Pipers Opera House.
- The VCTC will be conducting a business assessment impact study regarding an extended-stay lodging ordinance.
- There was great participation from Virginia City businesses during the holidays.
- The V&T Rail Commission will be doing a business assessment.

Fire Chief Jeff Nevin:

- Storey County fire crews were sent to the recent fires in Southern California.
- The Fire District received a grant from the Nevada Division of Forestry for fuel reduction. Fuel reduction work will be done in the Highlands.

Emergency Management Director Joe Curtis:

- Weather is looking good for this year.
- Working on new signs stating this is a “snow ready community”.

IT Director James Deane:

- Electrical work has been completed for the data center in the Courthouse.

Director of Planning and Human Resources:

- The Porter Group is still working on the Lands Bill in Washington DC.
- The County is working on maps to give to the BLM in connection with the Lands Bill.
- Health Benefit ratings are upside down this year. This is very serious as the rating affects premiums and ability to obtain insurance bids. Working with LP Insurance to come up with a strategy. This is a cyclical occurrence.
- No new word on installation of a cell tower in the Highlands.

Deputy District Attorney Keith Loomis:

- The Alaska Sovereign Wealth Fund was researched in regards to a possible tax rebate/refund (in Storey County). 25% of mineral revenues to the State are awarded to residents in the form of checks. This was done through a State Constitutional Amendment.
- Any abatement(s) would have to be done through a legislative solution and would be subject to local Government acts.
- The Nevada Constitution states that all taxes must be equal across the State.

County Manager Pat Whitten:

- There is a lack of movement in Congress regarding the zip code issue, however, the Porter Group (the County's lobbyist group), is not giving up and will continue to work on this important item.
- The District Court Judges have been pressuring the County to come up with a solution for moving the Justice Court to another location. Suggested locations include: a modular building, the Gold Hill Depot, the training center building (next to Fire Station) – moved and relocated, a building adjacent to the Courthouse building, the old Piper house.

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

Vice Chairman McGuffey:

- Reported on a recent NACO meeting. Items discussed included a new direction for Nevada Cooperative Extension and coalitions against bigger trucks.

Chairman McBride:

- Acknowledged the passing of Storey County residents: Zoanne Abel, Greg Sutherland, Nick Bullock, Sue Graves, and Jack Eshenauer.

10. DISCUSSION/POSSIBLE ACTION: Review and possible approval of Storey County Audited Financial Statements for the year ended June 30, 2017.

Comptroller Hugh Gallagher presented this item and introduced Joe Costanza from the firm DiPietro and Thorton, CPA's (the County's new auditors). Mr. Gallagher said there was difficulty balancing to beginning balances on July 1, 2016. Some items could not be verified and Mr. Costanza took appropriate measures to fix this. Several meetings were held with the previous auditors. The beginning balance for 2017 is correct and we are going forward from there.

Mr. Gallagher reviewed the audit figures for each fund. Note that net revenues over expenditures were \$964,000 compared to \$860,000 the previous year. The ending fund balance is approximately \$10.2 million compared to \$8.6 million for 2016.

Public Comment:

Nicole Barde, Storey County resident: As part of this report, will material issues found in the audit be addressed today?

Mr. Gallagher: Part of the issues were discussed. As far as discrepancies, that again will have to be filed with the Department of Taxation – this can be done.

Ms. Barde: One issue was relating to Comptroller's staff needing more training. All three issues should be addressed.

Mr. Costanza: Nothing big was found. Ways to improve are always part of the audit. It was found that in working with the Comptroller's staff, they are pretty good. One issue was that statements may be materially wrong (not unusual in an organization this size, due to time constraints, and associated costs). Also, a lot of the investments need to be held at fair-market value – the variance is very small. The County is not in investments that go up and down. These are suggestions looking at ways to improve internal control. These are not-issues where we think the statements are materially bad.

Sometimes the suggestions are not realistic. An audit of this type should contain suggestions each year. No one should take anything in (the audit) as someone did anything wrong or things not being done correctly.

Chair McBride: Every audit has come with recommendations. The County does it's best to implement recommendations.

Sam Toll, Gold Hill resident: Prior audits list the TRIC liability as long-term debt. Does the re-allocation of this debt to change liability reality? Why was it moved?

Mr. Costanza: It's in the section with long-term liability. It should not affect the borrowing.

Mr. Toll: Does that affect the County's credit rating and ability to obtain future indebtedness?

Mr. Gallagher: No.

Mr. Toll: Asked if, after this audit, there be any opportunity to distribute cash (to taxpayers) or would it be suggested to re-distribute any available wealth? Is there an abundance of wealth?

Mr. Costanza: My job is to look and see that (the County) is in a correct financial situation.

Mr. Gallagher: The County has been looking at re-distribution for some time. An ending-fund balance does not mean it's free income. We need to be prudent. It is unknown what's on the horizon. There will likely be things in TRIC the County is obligated for from the next budget session. There are several issues that will hopefully clear up by June 30th, including issues with the Industrial Park and a pipeline. We are still in the process to see if a tax rebate or refund can be done. There should be a clearer picture by the end of the budget session.

Motion: I make a motion to approve the Storey County Audited Financial Statements for the year ended June 30, 2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

11. DISCUSSION/POSSIBLE ACTION: 2018 Appointments to serve on State, County and Regional Boards:

Mr. Whitten presented this item. Staff recommends the following:

1. Safety Committee - Vanessa Stephens - Chair (No Change)
2. Legislative Representative - Marshall McBride with all others, including staff as needed (No Change)
3. Historic Fourth Ward School and Museum Board - Jack McGuffey (No Change)
4. NACO - Jack McGuffey with Austin Osborne as alternate (No Change)
5. Nevada Works - Lance Gilman with Austin Osborne as alternate (No Change)
6. Virginia City Senior Center - Cherie Nevin (No Change)
7. Lockwood Senior Center - Lance Gilman and Cherie Nevin (No Change)
8. St. Mary's Art Center - Jack McGuffey with Cherie Nevin as alternate (No Change)
9. Western Nevada Development District - Austin Osborne (No Change)

10. Carson Water Subconservancy District – Austin Osborne with Kathy Canfield as alternate (No Change)
11. State Land Use Planning Advisory Council – Austin Osborne with Kathy Canfield as alternate (No Change)
12. Natural Resources Conservation District (USDA) – Kathy Canfield with Austin Osborne as alternate (was Dean Haymore)
13. Truckee River Flood Management Authority (Technical Advisory Committee) – Lance Gilman with Austin Osborne and Kathy Canfield as alternates (No Change)
14. Comstock Historic District – Marshall McBride (No Change)
15. Nevada Commission for the Reconstruction of the V& T Railway – Jack McGuffey (No Change)
16. Virginia City Tourism Commission – Lance Gilman as Commissioner designate (No Change)
17. Oversight of Fire and Public Works – Marshall McBride (No Change)
18. Economic Development
 - a. EDAWN – Pat Whitten (No Change)
 - b. NNDA – Lance Gilman and Austin Osborne as alternate (No Change)
19. Storey County Wildlife Advisory Board – Confirming continued appointments of Greg Hess Sr., Greg “Bum” Hess, Jim Clark, Rob DuFresne and Rich Bacus (No Change)
20. Washoe-Storey Conservation District – Kathy Canfield with Austin Osborne as alternate (No Change)

Public Comment:

None

Motion: I move to approve Committee appointments as recommended by staff, **Action:** Approve
Moved by: Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

12. DISCUSSION/POSSIBLE ACTION: Consideration of letters of interest for reappointment of a planning commissioner or appointment of new planning commissioner to serve a term representing Precinct 2 Virginia City/Gold Hill position on the Storey County Planning Commission.

Planning Director Austin Osborne: This Planning Commission term expired in December. The position was posted per policy. A letter of interest for re-appointment, including recommendation letters, was submitted by Jim Hindle. No other letters of interest were received. Staff highly recommends re-appointment of Mr. Hindle. Mr. Hindle brings a very commendable level of expertise to the position.

Public Comment:

None

Motion: In accordance with the recommendation by staff, I, Commissioner Jack McGuffey, motion to re-appoint Durward James “Jim” Hindle III, to serve on the Storey County Planning Commission, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

13. DISCUSSION/POSSIBLE ACTION: Approval and acceptance of a National Park Service Historic Preservation Grant (HPF) award for \$80,000.00 to assist the St. Mary's Art Center with a

building and Site Assessment Project and the Comstock Cemetery Foundation with the Visitor Center Porch Rehabilitation Project.

Community Relations Director Cherie Nevin: Storey County applied for a National Park Service Historic Preservation grant which was successful.

St. Mary's Art Center will receive \$60,000 in grant funds, with a 40% cash/in-kind match. Comstock Cemetery Foundation will receive \$20,000 with a \$13,333.33 cash/in-kind match. St. Mary's Art Center has issues with water coming into the building – these funds will help to assess the conditions and make improvements, including the porch. The Comstock Cemetery Foundation will use the funds to construct a porch on the old home that was recently moved to the cemetery.

This grant is retroactive to December 6, 2017 – the funds need to be spent by June 30, 2018. An extension can be requested.

Public Comment:
None

Motion: I move to accept and approve a National Park Service Historic Preservation Grant award for \$80,000.00 to assist the St. Mary's Art Center with a Building & Site Assessment Project and the Comstock Cemetery Foundation with the Visitor Center Porch Rehabilitation Project, and authorization for Cherie Nevin to sign all associated grant documentation, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

14. DISCUSSION/POSSIBLE ACTION: Approval of rights-of-way license agreement for power line transmission granted to Switch Business Solutions, LLC.

Deputy District Attorney Keith Loomis: This is a license agreement requested by Switch for the installation of communication/power lines on poles they already installed in County right-of-way. This 20-year agreement states, in part:

- It is subject to 5 year renewals.
- Switch must pay a certain amount per foot for right-of-way actually used or \$500, per year - whichever is greater.
- Switch can come back to the County and ask for extension on to different areas of County right-of-way by application to, and approval by, the County Manager;
- Subsequent to this agreement requests for expansion of the right-of-way will go to the County Manager.

Mr. Whitten: Switch is a great partner. This is a housekeeping matter.

Public Comment:

Sam Toll, Gold Hill Resident: Are we granting Switch a license or an easement? What is being licensed specifically?

Mr. Loomis: A license to use the County's right-of-way to install power poles for electric and communication lines - possibly with underground installation.

Mr. Toll: Does (the County) have any other similar licensing agreements? Is it typical to grant easements NVEnergy.

Mr. Loomis: There are licensing agreements with a couple of wireless communication companies. Not with NVEnergy. An easement is a permanent interest in land. The County maintains more control with licensing.

Mr. Toll: There was indication of a product being sold. Are the wires for their own personal use?

Mr. Loomis: At this point, yes.

Mr. Toll: Is there any way to get Switch to tap into the high speed line near the River District to get access for that area to high-speed bandwidth?

Adam Kramer, Executive Vice President with Switch: Switch has been working with the schools in Lockwood and rural areas throughout the State. With 40% of the schools in the State, connectivity has been increased 2,000% - decreasing cost 14%. Switch is starting with schools. This opens up opportunity for businesses and residents to leverage this to grow and connect to this service. Switch continues to look for opportunities to support the community.

Mr. Whitten: We are working with the company Wi-Fi in the Park developing a list of potential problems to submit for solutions.

Mr. Toll: Lockwood residents still have 52K dial-up service - this is unworkable.

Motion: I move to approve the licensing agreement with Switch for the installation of electrical and data communication lines and related equipment in County rights-of-ways, and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=2)**

Chairman McBride called for recess at 12 noon
Meeting reconvened at 12:08 PM

15. DISCUSSION/POSSIBLE ACTION: USA Parkway Tower Project Inter-Local Agreement.

IT Director James Deane: This is an interlocal agreement between Storey County and the Nevada Department of Transportation to provide access to the proposed radio tower site on the ridge overlooking USA Parkway. This is the first step in providing access. NDOT will construct the site, install the tower and power facilities for co-location of radio equipment. This will be the first County-owned radio site, reducing dependence on other counties and agencies.

Mr. Whitten: This is coming to the County "gratis" from Roger Norman and Lance Gilman.

Mr. Deane: Coverage is shadowed out of the "80" corridor. This will not cover a large area but does provide coverage approximately from Silver Springs to Switch. This will significantly improve ambulance, fire, and NHP trunk systems.

The County will probably end up putting a tower at the McCarren government center.

Public Comment:

None

Motion: I make a motion to approve the USA Parkway Tower Project Interlocal Agreement, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

16. DISCUSSION/POSSIBLE ACTION: Virginia City Tourism Commission Appointments:

- a. Appointment of Corrado DeGasperis, with the Gold Hill Hotel, to the vacant "Hotel" seat on the Virginia City Tourism Commission effective January 2, 2018.
- b. Reappointment of Ron Gallagher (at-large position) and Angelo Petrini (business district representative)

VCTC Director Deny Dotson: Thanks to Scott Jolcover who is leaving his position as the "Hotel seat" after many years. The position was posted in the local newspaper. Applicant Corrado DeGasperis is recommended for this position.

Public Comment:

Sam Toll, Gold Hill resident: Mr. DeGasperis is the title holder of the Gold Hill Hotel, but does not participate in the day-to-day operation. Was there outreach to others who might have a better pulse of the industry before selecting Mr. DeGasperis?

Chair McBride: It was advertised. Not everyone in this business wants to participate.

Mr. Toll: I missed the advertisement. Thank you.

Motion: I make a motion to approve appointment of Corrado DeGasperis and reappointment of Ron Gallagher and Angelo Petrini, along with a County Commissioner to make up the VCTC board, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

17. RECESS TO CONVENE AS THE STOREY COUNTY BROTHEL LICENSE BOARD

18. DISCUSSION/POSSIBLE ACTION: Work Card appeal for Justine Hadera.

Attorney Joey Gilbert was present on behalf of the Brothel. Applicant Justine Hadera was not present. Mr. Gilbert indicated applicant applied for a work card which was denied by the Sheriff's Office. Ms. Hadera presented the Sheriff's Office with requested information. Clarification of the denial was requested. Mr. Gilbert explained the applicant's situation and reviewed the reasons for denial. Had the applicant been here today, the Sheriff has indicated the work card would most likely been issued.

Sheriff Antinoro: Applicant has not been denied or revoked a work card but was told a temporary work card would not be given until issues regarding immigration status were resolved. This is not a work card denial item as a work card has not been issued.

Mr. Gilbert: In his interpretation of the Code, does not see why the Sheriff should worry about immigration issues – not when required documents are provided pursuant to what the County Code asks for.

Chair McBride: Understands that under State law everyone has to fill out an I-9. Does the application state the applicant can't have a work card in another County? If an applicant knew, they may take whatever action necessary before applying.

Sheriff Antinoro: Does not know if the application does, but it is in the ordinance.

Mr. Gilbert: Could there be legal clarification on this? Workers are being limited to one area. In reading the Code, the cards were put in place to keep organized crime out of the industry.

Public Comment:
None

Motion: I make a motion to take no action on the work card appeal by Justine Hadera, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

19. DISCUSSION/POSSIBLE ACTION: Work card appeal for Jason Pillmore

Mr. Gilbert appeared on behalf of the Brothel and applicant Jason Pillmore. Mr. Pillmore is present. Mr. Pillmore's work card was revoked on December 22nd with no explanation. The revocation was based failure to disclose an issue from 18 years ago. The issue was indicated on a separate document submitted with the application. The Sheriff has previously indicated a work card would be not be denied or revoked based on failure to remember information if the applicant included service background check. The revocation was damaging to Mr. Pillmore since it happened three days before Christmas holiday. The Sheriff did indicate this gentleman would be approved without the necessity of an appearance. These are the issues being faced.

Sheriff Antinoro: Timing depends on when results come back on background checks – not around whether or not it's a holiday. I did say if someone forgot to include background history - but it was attached - they would not be denied for that. I do not see every single application coming through the office. If I am told there is failure to disclose, there is no reason to doubt staff – the card is revoked. FBI requirements state we can only talk to the applicant, with identification - no one else.

Vice Chairman McGuffey: Asked if the Sheriff follows-up when staff says a work card should be revoked.

Sheriff Antinoro: Staff does the work, gives me the information – I sign the letter. If I have to do all the work of the staff, what do we have staff for?

Mr. Gilbert: Thinks there is some unfair treatment and discretion should be used.

Public Comment:

None

Motion: I make a motion to reinstate Mr. Pillmore's work card, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Chairman McBride: It has been stressed with the brothel that applicants "cross every T and dot every I".

Donny Gilman: The information was on Mr. Pillmore's application, but the date was incorrect.

20. DISCUSSION//POSSIBLE ACTION: Work Card Appeal for Mikala Enriquez.

Joey Gilbert was present on behalf of the brothel. This is no longer an issue as Ms. Enriquez has never returned.

Sheriff Antinoro added that Ms. Enriquez had never applied for a work card.

Mr. Gilbert: Ms. Enriquez went there to turn in the application. The application was refused because courts could not be reached to find out the facts. Mr. Gilbert does not believe the Sheriff has the authority to refuse a work card application and is not accepting the FBI background check as full disclosure of information. Ms. Enriquez was never contacted by the Sheriff or staff to get further information.

Mr. Gilman: In addition, everything was emailed to the Sheriff's Office.

Sheriff Antinoro: She was told she could apply but that a temporary work card would not be granted based on issues that were outstanding. The application was never submitted.

Mr. Gilman: The problem is the application was not allowed to be submitted at the Sheriff's station (in Lockwood) and without an application being submitted how can they say a work card cannot be issued?

Sheriff Antinoro: The Ordinance does not say (applicant) will leave with a work card – rather that the Sheriff may issue a temporary. There are a few instances where no temporary work card was issued – hundreds have been processed where temporary work cards have been issued. It has been said many times – they can apply, there is no guarantee they will leave with a work card in hand.

Mr. Gilman: This particular issue was that she was turned away from the Sheriff's Office and not allowed to turn in her application.

Chair McBride: How did the Sheriff know there were issues with unknown resolution if an application was not turned in?

Mr. Gilman: That's the point, she did turn in an application.

Chair McBride: I'm at a loss.

Sheriff Antinoro: As of this morning, there is no record of Ms. Enriquez in the system. She came in and had a question about specific issues. I advised staff to have her submit the application to be looked into, but she will not leave with a temporary card today.

Mr. Gilbert: Referred to an email message (to the Sheriff's Office) stating this is the work card application and FBI printout for Ms. Enriquez. The email referred to a conversation with Sheriff staff where Ms. Enriquez was told she would only be able to get a temporary work card until everything was settled. In response, the staff said courts were unable to be reached to verify facts. It was explained to the staff the FBI printout explains it all – the Sheriff needs to look into the issue(s).

Chair McBride: (to the Sheriff) There is no application for this person?

Sheriff Antinoro: Correct.

Public Comment:
None

Chair McBride, addressing Outside Counsel Morris: It is my recommendation to take no action on this item.

Mr. Morris: State why you are taking no action.

Mr. Gilbert: Recognize there is no application and we are aware of that.

Motion: I make a motion that because there is no application filed with the Sheriff's Department for the work card appeal for Mikala Enriquez, we will not take any action, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

21. DISCUSSION/POSSIBLE ACTION: Discussion of a potential change to the County Code and a proposed process for consultation with County Staff regarding such a change. Requested by Donny Gilman and Joey Gilbert.

Mr. Gilbert read a prepared statement into the record:

Good morning commissioner and board and happy new year!!

Normally, I don't believe I need to make an opening statement simply to appear on the work card matter, but I believe the time has come for some straight talk from an outsider (ME) who came before this board and the Sheriff with nothing, but honest intentions and an indefatigable spirit to foster better communications and help everyone get along. I truly did.

I believe I have had very positive meeting with the Sheriff and I believe I've always treated everyone and every issue with the utmost respect.

First, let me digress quickly and tell you why it's me here in front of you today and maybe then you'll understand better where I'm coming from.

I am here in front of you all here in Storey County because of a couple reasons, one being, Bum Hess is a friend of mine - his sister married to married to Mike Conners and his brother, Pat Conners was my best friend all through high school and college, still is a friend etc...

Some of you may remember after I appeared on The Contender series (2005) on NBC along Sylvester Stallone, I got a call from Bum while I was living and training in LA, to come speak at the high school and junior high for graduation.

Well I came and I met many wonderful people, still all friend today and I actually have a couple of VC graduates working at my other businesses, while finishing school at the University.

Second reason I'm in front of you today is because I saw Lance speak at the Atlantis - on landing Tesla in the park.

I was beyond impressed with the vision, the tenacity and the straight up balls it took to make the park happen, - only then fill it with the greatest and sexiest companies in the world, savage.

I knew I wanted to be involved in projects here in Storey County, in the park and so simply put, I'm here; this is my angle - I'm determined to make an impact here, by simplifying the process.

Gentlemen, in that speech Lance gave at the Atlantis, I'm sure you all have heard it - because they are your county codes, your ordinances - you wrote them!

If I remember correctly, a company could apply for and receive a grading permit in a day - what was it?! Incredible and through simplification and private industry.

Well; to my point we have a county where everything moves at the speed of light for business, but for our fellow citizens or those looking for work, we have an ever moving timeline and goal posts, that absolutely we're not what the ordinance was drafted for.

With all due respect, how the hell is it going to take days/weeks/months to approve a work card - and is the "action" and "inaction" really necessary reasonable and prudent.

Is this the best practice for a forward thinking county - that really seems to understand Americans' frustrations with government overreach??

We must consider the cost and challenges all counties/ municipalities face with regards to how important resources are spent – and ask, “is this truly an necessary function and utilization of the Sheriff’s office 2017?”

As an example, currently the Department of Taxation and other State agencies handle all kinds of enforcement and regulatory duties as they apply to State licenses businesses that were traditionally left to law-enforcement; I merely point this out because at these of the day, I personally see no reason why the Sheriff’s Office is managing day to day operations at a local brothel and from the outside, the bias is pretty clear and straightforward and rightfully so.

The Sheriff and the business owners have a history and I leave it at that because I get it, but innocent, broken down women with very few, if any other options, shouldn’t end up as pawns in the little game that seems to be on repeat.

On balance, I believe it would be fair to know what percentage of time and resources the Sheriff’s Office is spending to “enforce brothel ordinances” – relative to what is spent on other businesses and other duties of the Sheriff’s office.

My point to all this, what level of Public Safety is being addressed by revoking Mr. Pillmore’s work card on December 22, three days before Christmas, on a holiday weekend, with all administrative staff out of the office – all because there was an arrest 17 years prior accidentally left off his application.

Note: Mr. Pillmore has zero convictions, all visible on FBI printouts that was also turned in – which shouldn’t have matters regardless – and definitely not resulted in pulling his work card for what was a clerical error. See packet provided for supporting documentation to everything stated here and in this opening statement document.

In my reading of the brothel ordinance and in trying to formulate its intent, I have to ask myself and County staff, why the work cards were originally implemented and the purpose they serve.

It is my understanding that the work cards were initiated to prevent organized crime from being involved in the industry and the essentially keep track of and perform due diligence background checks on people correct? Am I missing something?

Meaning, it definitely seems much more limited in scope than I believe the Sheriff is interpreting and applying it and it is absolutely this board’s duty to guide that interpretation and application and it should be discussed, voted on and put to bed today please if possible.

Whether it’s a girl seeking medical clearance because she originally failed a medical test, but now has a clean test, or someone with charges, but not convictions, there must be a specific protocol that’s followed with as little interaction with law enforcement as possible.

Treating a local business and its employees like criminals is not fair or acceptable in our great Country.

There must be permanent standard and/or criteria not open to interpretation and ladies must clear medical test after testing dirty shouldn't be required to reapply or told the ordinance needs to be reviewed because the ordinance is clear, it doesn't mention it, which means its not required and Ad Hoc rule making should never occur when it affects peoples lives.

The above being so, if the proper documentation has been provided, then the Sheriff has no need, nor the authority to question immigration status.

That's how I read it.

In America, you are innocent until proven guilty and with the internet and social media accusations and uncorroborated charges are being thrown around - and careers and businesses are being destroyed - it's just not fair and it's just not American to jump the gun and deny people the right to work, just because they may or may not be facing legal charges.

All defendants have a right to defend themselves in a court of law and the right to an attorney, all while they continue to work and provide for their families.

I think we need to respect our laws and our democracy and for this reason alone, I'm going to implore you; I'm not too proud to beg you - to take whatever kind of action or vote necessary to change the words from "may" to "must".

Put simply, if there's no disqualifying conditions or conviction - automatic temporary work cards.

Changing it from the Sheriff "may" to the Sheriff "must" issue a temporary work card will keep everyone on and make certain that if there is a genuine concern over a lease history and there's no conviction for disqualify issues, then the sheriff can prioritize accordingly I get the answers information he needs from the courts quickly.

In speaking with the Sheriff, I asked him why he was so concern3d with the work card applications at the brothel and he said - it's simply a matter of public safety". I was respectful and listened and took notes and immediately tried to implement some better communications and inserted myself where/when appropriate.

I was told by the Sheriff (I'm paraphrasing) that with regards to calling for information on why a work card was denied, I was told that if the applicant appeared in person at the substation or up in Virginia City, that I would then be allowed to call and ask about that application.

Sadly, I was unable to make any difference whatsoever and in fact, that's way I am in front of you today - having flown back late last night from Maui Hawaii on a family vacation to be here today because this is important to me and bother me that I see good people, - if they're working in Storey County then they are in search of something safer and better and 1000 x more positive and no one from this County should be judging anybody or lady from what so many times they are running from and should never be subjectively forced to return to.

I have made an honest attempt at trying to resolve issues as they come up; I do so because I respect everyone's time and I know that county staff and law-enforcement do a lot to keep us all safe. We respect and appreciate your service Sheriff and all your deputies.

This is why I just don't understand how we've gotten to this point in Storey County, where we are scrutinizing work cards in a way, time, manner and priority (as applied to the brothel) in a manner I have never seen before (for county work cards), and 2017, possibly utilizing a system that simply does not work.

I say this in terms of how quickly information can be verified and courts or other county's offices contacted and concerns addressed.

What took days and weeks before, now takes minutes and we owe it to the tax paying citizens of this county to process their information in a timely manner, especially when it's a matter of survival and options are limited and very dangerous.

Storey County is a safe place.

The runaround given to Ms. Hadera, - who was first told her card could not be processed because of her "immigration status", which was later changes to Ms. Hadera possessing a work card from Nye County and so again the goal posts were moved and reasons, standards and/or system changes again and its just not fair and any other business going through this would say the same thing.

Finally, since we just touched on the topic, a lady being denied a work card - because she has another one in a county is outdated, antiquated concern that was specific to this county because there were additional brothels and the thinking at that time was, "if a girl got her work card pulled at one brothel for ,say a failed medical test, they didn't want to have them driving down the street and working at the other one.

The State has addressed these concerns and many others that originally fell to the counties and there is no reason for the limiting provision to be interpreted and applied in this fashion as it serves no interest, nor addresses a legitimate concern for public safety.

The Sheriff has just recently began to apply this now over the past couple of months (after it not being enforced in the manner for more than 17 years) and so it is my position that Storey County is effectively restricting someone's ability to work, which I believe is not lawful, but the more serious repercussion on the ladies or even staff who are then forced to stay or return to a location that they are desperately trying to leave.

In closing, I am prepared to answer any additional questions as they apply to the specific work cards denials, but I believe I have also identified significant concerns or issues as they relate to the applicants before you, using real life scenarios to demonstrate the damage and harm done to the business and those wishing to be employed there. The solution is simple and clear and I ask that the board consider my request and then advise and direct me accordingly.

Sheriff Antinoro responded: How quickly do gaming and liquor licenses go through? There are public issues to be considered with employment at a brothel. Hundreds of licenses have been issued in seven years – three instances where a temporary is not issued. Issues that come up are looked into. Everything being done is in the ordinance. Every time the ordinance is reviewed, it is weeded down. I am doing what the ordinance requires. It is still a privileged license. The safety of the public is at stake. The brothel should have a vested interest in the safety of customers.

Mr. Gilbert: I think they do.

Vice Chairman McGuffey: There could be some changes of the brothel code. Some of the verbage needs to be nailed down and this will take time. The same issues are seen time after time. The Sheriff is doing his job. A lot of the appeals could be cut down if the code was cleaned up.

Chairman McBride: You can expect to see scrutiny in the future. Prostitution, gaming, and liquor are privileged licenses. There is some room to “tweek” the ordinance. The ordinance was written to mirror the gaming ordinance to keep out criminal element. The brothel ordinance may be a little over the top. Some people may be required to have a work card that do not need one – people not involved in management or prostitution. Background checks need to remain.

Mr. Whitten: There are four items on this agenda with no supporting documents. Would like to work with Mr. Gilbert and Mr. Gilman for better information. Looking at the timing of the original drafting of the ordinance, it was designed after gaming. No one wants the criminal or drug element. It would be good to get clarification and get rid of some of the ambiguities (in the ordinance).

Public Comment:

Mr. Toll: The ordinance is clear. There is some tightening up that could be done. The Sheriff is doing his job and his responsibilities are clear. Perhaps Mr. Gilbert should review the licenses to work out any issues ahead of time. Until the rules are changed, the rules are the rules and the Sheriff’s job is to do what the rules say.

Robert Morris, Outside Counsel: There was a good process when revisions were done in 2013-14. A few decisions were made that are coming forth today.

- Required ID – it specifically states forms of acceptable ID. This is very clear to the Sheriff and he follows this requirement.
- How to handle temporary permits was discussed during the revision process. It was Board decision for the Sheriff to have discretion – he tends to be more conservative and have some items come to the Board for hearing. If the Board is interested in changing this, it can be worked on.
- A new policy is being developed on agendizing items.
- One item is the filing of an appeal by a person whose work card has been revoked. There could be a document stating the specific reason for denial or revocation.
- It is suggested there be an agenda item with input from the Sheriff and from the person who is appealing. If not, the Board is not in a position to make a decision.

Mr. Whitten: (On this item) there is a missing document. There was an email from Mr. Thompson on behalf of the Gilmans, saying these four items would be heard and I put it on the agenda. Are you saying the request for an appeal must come from the applicant rather than from the Gilmans?

Mr. Morris: Thinks the manager or owner of the business can file the appeal for the applicant if the applicant wants help with it. Personal information should be redacted before being put into the (agenda) packet.

Mr. Whitten: Will work with Mr. Thompson, Mr. Gilman, Mr. Gilbert, and others, to better document these requests early in the process. The Sheriff is always notified as soon as an appeal is received. I will not redact anything. Whatever is provided by applicant or applicant's representative, and by the Sheriff, will be used. Timelines also need to be worked on. This also goes for receipt of documentation.

Kris Thompson, Risk Manager for the Gilman Trust: There are issues with the appeal process that create time issues. Notice to be on the agenda has to be in 7 days before the Commission meeting and there is only 30 days for the appeal process. Many times it takes brothel personnel and counsel time to figure out what happened. This may be an area to be looked at.

Chairman McBride: An issue with one applicant was that she held a work card in another county. Does County ordinance prohibit the holding of more than one work card? Can additional jurisdictions be added to that work card as can be done with a gaming work card.

Sheriff Antinoro: Prohibits holding more than one work card. There is nothing in State law- it is referred to the counties. If a work card is issued in one county, other county's will often suspend or cancel its work card. This keeps card holders from going from one location to another. This goes back to a public health issue of who is responsible for what. Storey County's requirements are the most comprehensive in the state.

Chair McBride: Workers must pass medical every time they leave and return to a property.

Mr. Gilbert: Absolutely.

Motion: I make a motion to direct staff, including legal counsel, Sheriff, and licensee, to make recommended changes to the brothel ordinance, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

23. DISCUSSION/POSSIBLE ACTION: Second reading for General Business License. Applicant is Jonathan Deitrich, owner of a home based business, The Supply SGT, at 450 S E St., Virginia City, NV.

Sheriff Antinoro recommended approval of this General Business License.

Public Comment:
None

Motion: Second reading for General Business License. Applicant is Jonathan Deitrich, owner of a home based business, The Supply SGT, at 450 S E St., Virginia City, NV, **Action:** Approve, **Moved**

by: Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

24. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-279 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/lot consolidations. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or [planning @storeycounty.org](mailto:planning@storeycounty.org). This item will be continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

Mr. Osborne stated all updates are on the website and requested that the items 24-31 be continued to January 16, 2018.

Public Comment:
None

Motion: I make a motion to continue items 24 through 31 to January 16, 2018 in this Courtroom,
Action: Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride,
Vote: Motion carried by unanimous vote, **(Summary:** Yes=2)

25. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-278 amending Storey County Code Title 17 Zoning, including Chapter 17.56 Planned Unit Developments to revise the procedure for approval and standards of planned unit developments. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or [planning @storeycounty.org](mailto:planning@storeycounty.org).

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

26. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-280 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. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or [planning @storeycounty.org](mailto:planning@storeycounty.org).

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

27. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-281 amending Storey County Code Title 17 Zoning including Chapter 17.06 Nonconforming Uses pertaining to legally nonconforming uses and adding language pertaining to substandard development. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or planning@storeycounty.org. This item will be continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

28. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-282 amending Storey County Code Title 17 Zoning including Chapter 17.03 Administrative Provisions to revise the procedure for the expiration of development permits. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or planning@storeycounty.org.

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

29. DISCUSSION/POSSIBLE ACTION: First Reading of Ordinance No. 18-276 amending Storey County Code Title 17 Zoning to provide for design criteria and improvement standards for certain types of development and a design review process with review by the planning director with appeal to the planning commission and board. 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. Additional information may be obtained from the Planning Department at 775-847-1144 or planning@storeycounty.org.

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

30. DISCUSSION/POSSIBLE ACTION: First of Resolution No. 18-481 determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution.

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV.

31. DISCUSSION/POSSIBLE ACTION: Approval of Resolution No. 18-474 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.

This item continued to the January 16, 2018 Commission meeting to be convened at 10:00am in the Storey County District Courtroom in Virginia City, NV

32. DISCUSSION/POSSIBLE ACTION: Division of Large Parcels Map 2017-055 by Tahoe Reno Industrial Center. The applicant is requesting a Division of Land into Large Parcels, File 2017-055. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The subject property extends west from USA Parkway, having Assessor's Parcel Number 004-171-16, Storey County, Nevada. The project is a division of Parcel 2016-25 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sections 28, 31, 32, 33 & 34, T19N, R23E, M.D.M.

Planner Kathy Canfield presented this item. This is one large 1,653 acre parcel being divided into three 40 acre plus parcels. It is anticipated that one parcel will be for the fire station, the other parcels to remain privately owned. Planning Commission recommended approval.

Public Comment:
None

Ms. Canfield read the Findings of Fact:

The applicant is requesting a Division of Land into Large Parcels, File 2017-055. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The subject property extends west from USA Parkway, having Assessor's Parcel Number 004-171-16, Storey County, Nevada. The project is a division of Parcel 2016-25 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sections 28, 31, 32, 33 & 34, T19N, R23E, M.D.M.;

The Division of Land into Large Parcels complies with NRS 278.471 through 278.4725 relating to the adjustment of one parcel to three parcels, all 40 acres or more in size;

The Division of Land into Large Parcels complies with all Federal, State, and County regulations pertaining to Parcel Maps and allowed land uses;

The Division of Land into Large Parcels will not impose substantial adverse impacts or safe hazards on the abutting properties or the surrounding vicinity;

The conditions of approval for the requested Division of Land into Large Parcels do not conflict with the minimum requirements in Storey County Code Chapter 17.32 Forestry Zone or any other Federal, State, or County regulations.

Motion: 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 Jack McGuffey, hereby move to waive the requirement for filing a Tentative Map and I hereby move to approve the Final Map Division of Land into Large Parcels, File 2017-055. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The subject property extends west from USA Parkway, having Assessor's Parcel Number 004-171-16, Storey County, Nevada. The project is a division of Parcel 2016-25 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sections 28, 31, 32, 33 & 34, T19N, R23E, M.D.M. , **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

33. DISCUSSION/POSSIBLE ACTION: Division of Large Parcels Map 2017-054 by Tahoe Reno Industrial Center. The applicant is requesting a Division of Land into Large Parcels, File 2017-054. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The project is a division of parcel 2016-24 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sec. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 27 & 28, T19N, R24E, M.D.M. The subject property is located along USA Parkway at the Storey/Lyon County line and extends northeast along the county boundary, having Assessor's Parcel Number 004-171-14, Storey County, Nevada.

Planner Kathy Canfield: This is a request for division of land into three large parcels over 40 acres. One of the parcels will be the location of the communications tower discussed in a previous item. No change to the Forestry zoning. All three parcels will have access to USA Parkway. Planning Commission recommended approval.

Public Comment:

None

Ms. Canfield read the Findings of Fact:

The applicant is requesting a Division of Land into Large Parcels, File 2017-054. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The project is a division of parcel 2016-24 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sec. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 27 & 28, T19N, R24E, M.D.M. The subject property is located along USA Parkway at the Storey/Lyon County line and extends northeast along the county boundary, having Assessor's Parcel Number 004-171-14, Storey County, Nevada;

The Division of Land into Large Parcels complies with NRS 278.471 through 278.4725 relating to the adjustment of one parcel to three parcels, all 40 acres or more in size.

The Division of Land into Large Parcels complies with all Federal, State, and County regulations pertaining to Parcel Maps and allowed land uses.

The Division of Land into Large Parcels will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.

The conditions of approval for the requested Division of Land into Large Parcels do not conflict with the minimum requirements in Storey County Code Chapter 17.32 Forestry Zone or any other Federal, State, or County regulations.

Motion: 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 Jack McGuffey, hereby move to waive the requirement for filing a Tentative Map and I hereby move to approve the Final Map Division of Land into Large Parcels, File 2017-054. One existing large parcel over 40 acres will be divided into a total of three large parcels over 40 acres. The project is a division of parcel 2016-24 as shown on Record of Survey Map No. 125044, and as described in Document Number 125418, within portions of Sec. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 27 & 28, T19N, R24E, M.D.M. The subject property is located along USA Parkway at the Storey/Lyon County line and extends northeast along the county boundary, having Assessor's Parcel Number 004-171-14,

Storey County, Nevada, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

34. DISCUSSION/POSSIBLE ACTION: Business Licenses Second 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. MOORE THAN LOCKS - General / 7565 Halifax Dr. ~ Reno, NV
- L. SILVER SAGE WATER CO, LLC - General / 129 Ashley Way ~ Reno, NV
- M. KNA SOLUTIONS LLC - General / 2035 Sunset Lade Rd ~ Newark, DE
- N. FIRE EXTINGUISHER SERVICE CENTER - Contractor / 260 Freeport Blvd ~ Sparks, NV
- O. EDDIE CAN DO - Handyman / 44 "G" St. ~ Virginia City, NV
- P. ELRINGKLINGER SILICON VALLEY, INC - General / 2 Max-Eym-Strasse ~ Dettingen Erms, Germany
- Q. NORTHSTAR ELEMENTS, LLC - General / 1215 Alexandria ~ McCarran, NV
- R. PEARLY CAKES MERCANTILE - General / 465 S "C" St ~ Virginia City, NV
- S. PAC VAN INC. - General / 9155 Harrison Park Ct. ~ Indianapolis, IN
- T. SAN-EI TECH LTD. - General / 7-1-15 Kashiwa ~ Chiba, Japan
- U. RAPID CONSTRUCTION INC - Contractor / 3072 Research Way ~ Carson City, NV
- V. PRECIOUSE HOLDING, DBA: BAM!DOG HOT DOGS - General/1795 Laurel Ridge ~ Reno, NV
- W. SOFTWARE SPECIALISTS INC - General/ 401 Smith Dr ~ Cranberry Township, PA
- X. PRISM SYSTEMS SOFTWAREM, INC - General / 200 Virginia St ~ Mobile, AL
- Y. ESC, Inc. - General / 1922 N. Broadway Ave ~ Springfield, MO
- Z. CALLE TACOS - General / 2880 Kieztke Ln ~ Reno, NV

County Manager Whitten said Community Development recommended approval of all items A. through Z.

Motion: Approve Items A. through Z., **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

35. PUBLIC COMMENT:

Sam Toll: Reiterating previous public comments, please consider opening public comment at the beginning of the meeting as well as the closing.

Nicole Barde: Read the following statement into the record:

It came to my attention over the holidays that Commissioner Jack McGuffey has once again been spreading untrue rumors about the senior center. The first time that this happened was in 2017 and I had to have a clarifying conversation with Commissioner McGuffey in Pat

Whitten's office with Pat Whitten present. During that meeting I asked Commissioner McGuffey to go back to everyone that he has told this rumor to and tell them that it was not true. I also asked that if in the future he has any questions or concerns about the Senior Center to come to me first.

A couple of weeks ago I was told that Commissioner McGuffey was telling people "the senior center is missing \$800 and Nicole is the treasurer and can't handle money". When I heard this I knew that it was not true but has to speak with Center Executive Director Stacey Gilbert and asked her the question "are we missing \$800?"

The answer is what I expected.... "no Nicole we are not, I can show you the accounts". Stacy was crushed that this false rumor had been put out there.

Stacy Gilbert, and her staff, have worked tirelessly to strengthen and expand the Senior Center's services to provide for more seniors. They have put effective and transparent financial and inventory systems in place and have become a benchmark to other centers on how to do fundraising. Significant improvements in the quality of food, service, activities and events have been implemented and continue to this day.

The Center's board of directors have all jumped to the support of Stacy and the center with countless hours of work. They all deserve better than this slap across the face by you.

To be clear, the Senior Center is not missing any money. Please come examine the books yourself. Stacy Gilbert is a county employee reporting to Cherie Nevin, another county employee. Hugh Gallagher is the Comptroller overseeing the centers finances. It takes two board signatures to write a check, we have two people count and logging cash when we have it and we don't typically have more than \$100 in cash.

I am not the treasurer, I am the board chair and some of the other board members and signators on the account are Virginia Nevin, who is the treasurer, Ellie Curtis and Edith Andreesen.

Once again, Commissioner McGuffey, I ask that you go back to those you've told this rumor to and tell them that it is not true. I also ask that if you hear of anything concerning the Center that concerns you come to me or Stacy Gilbert.

Lastly, I will tell you again what I told you when we met in Whitten's office.....if you want come after me.....just do it directly.....don't involve the Senior Center.

36. ADJOURNMENT

Chairman McBride adjourned the meeting at 1:54 P.M.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, Approval of payroll claims in the amount of \$714,439.06 and accounts payable claims in the amount of \$1,334,782.60.
2. **Recommended motion:** Approve as part of the Consent Agenda.
3. **Prepared by:** Vanessa Stephens

Department: Treasurer

Contact Number: 775.847.0969

4. **Staff Summary:** 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:**

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

Payroll Type: Regular Check Date: 02/09/18 Period-end Date: 02/04/18
Payroll Groups: 1 2 3 4 5 6 7 8 9

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

Total User Transfer for EFTPS:			47,997.37
Total Deductor Checks:			114,458.21
Total Employee Checks:			912.12
Total Employee Direct Deposit:			276,496.66
Total Employee Deds Xferd on Dir Dep File:			16,239.32
Total User Transfer to Deductor:			40,076.99
Total Disbursed:			496,180.67

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Rept: PR0510A
Run: 02/09/18 09:18:53

STOREY COUNTY PAYROLL SYSTEM
Check Register

Page 2
PRELIMINARY

Payroll Type: Special
Payroll Groups: 1

Check Date: 02/09/18 Period-end Date: 02/04/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			151.92
Total Deductor Checks:			681.22
Total Employee Checks:			1,536.67
Total Employee Direct Deposit:			.00
Total Employee Deds Xferd on Dir Dep File:			50.00
Total User Transfer to Deductor:			81.81
Total Disbursed:			2,561.62

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN

COMMISSIONER

COMMISSIONER

Wood for H. Gallagher 2/9/18

COMPTROLLER

TREASURER

Rept: PR0510A STOREY COUNTY PAYROLL SYSTEM
Run: 02/12/18 09:59:43 Check Register

Payroll Type: Deductor Check Date: 02/10/17

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			148,079.31

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

STOREY COUNTY PAYROLL SYSTEM
Check Register

Rept: PR0510A
Run: 02/12/18 10:06:50

Payroll Type: Deductor
Check Date: 02/12/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			67,617.46

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

STOREY COUNTY
TRANSACTION POSTING
FOR FISCAL YEAR 2018

TP. Record#	Post Dt	Tran#	Vend#	Name	Debit Account	Credit Account	Invoice #	Amount
PC	6185	2/02/18	1307	404295 WELLS ONE COMMERCIA	231-231-53057-000		JEFFH- HD	8.48
					001-106-54407-000		JEFFH- HD	4.34
					001-105-53026-115		JEFFH- HD	10.77
					001-106-53026-120		JEFFH- HD	22.48
					001-106-54409-000		JEFFH- HD	39.97
					090-090-53024-000		JEFFH- HD	13.97
					001-116-57002-000		JEFFH- HD	43.23
					001-116-57002-000		JEFFH- HD	20.26
					001-107-53057-000		JEFFH- HD	147.28
					001-105-53026-617		JEFFH- HD	320.37
					231-000-10300-000			8.48-
					001-000-10300-000			608.70-
					090-000-10300-000			13.97-
PC	6188	2/02/18	1525	404295 WELLS ONE COMMERCIA	001-105-53082-136		FAIN LED L	491.95
					001-105-53027-617		FAIN QUICK	985.45
					001-105-56500-000		FAIN SPRAK	74.24
					001-105-53029-000		FAIN UNR E	1,295.00
PC	6197	2/02/18	1308	404295 WELLS ONE COMMERCIA	001-104-53011-000		OFFICE DEP	2,846.64-
								4.19-
PC	6199	2/02/18	1309	404295 WELLS ONE COMMERCIA	001-105-53012-000		5077MYW9V0	4.19
					001-109-53012-000		5077MYW9V0	86.76
					001-119-53027-000		00001821	96.88
					001-119-53016-000		090383	139.95
					001-109-53027-000		18196846	6.20
					001-111-53027-000		18207544	350.65
					001-107-53028-000		5077MYW9B0	256.26
					250-250-53012-000		5077MYW9B0	91.05
					001-119-53016-000		030057	86.00
					001-119-56500-000			233.75
								35.92
					001-000-10300-000			1,297.42-
					250-000-10300-000			86.00-
PC	6217	2/02/18	1310	404295 WELLS ONE COMMERCIA	001-103-53029-000		REF #16372	650.00
					001-103-53029-000		REF #16374	470.00
					001-103-53070-000		INV #25200	130.00
					001-103-53029-000		ORD #79000	190.92
PC	6222	2/02/18	1311	404295 WELLS ONE COMMERCIA	250-250-53016-000		ADKINS HOM	1,440.92-
					250-250-53024-000		ARROYO LOW	15.22
					250-250-53016-000		REVELLE AM	90.72
					250-250-53010-000		RUSSELL US	145.85
					250-250-53014-000		RUSSELL CM	49.00
					250-250-53010-000		RUSSELL US	569.00
					250-250-53024-000		THOMSEN MO	4.52
								11.98
					250-000-10300-000			886.29-
					PC DEBITS	11,531.23	PC CREDITS	11,531.23-
TRANSACTION TYPE: VR								
VR	6026	2/02/18	83328	103009 WASHOE COUNTY SENIO	001-116-57009-147		DEC 2017	1,128.53
VR	6027	2/02/18	83329	100655 COMMUNITY CHEST INC	001-116-57004-000		2017-08	1,128.53-
					001-116-57012-000		2017-08	8,333.33
					001-000-20101-000			6,416.66
					001-000-20101-000			14,749.99-

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91123	ACCURATE MOBILE LOCKSMITH	17-1054LOCKSMITH		2/02/18	83377	200.00	200.00
91124	ACTN	2018 MEMBERSHIP DUES		2/02/18	83402	40.00	40.00
91125	ALPINE LOCK INC	COMMISH- KEYS		2/02/18	83333	60.00	88.75
		WATER- KEYS		2/02/18	83333	8.75	
		PIPER'S KEYS		2/02/18	83333	20.00	
91126	ALSCO INC	ST 71 LAUNDRY		2/02/18	83413	13.80	250.35
		ST 72 LAUNDRY		2/02/18	83413	8.77	
		ST 75 LAUNDRY		2/02/18	83413	18.58	
		ST 74 LAUNDRY		2/02/18	83413	10.52	
		SHOP		2/02/18	83335	77.84	
		SHOP		2/02/18	83335	77.84	
		CH		2/02/18	83335	43.00	
91127	ARC HEALTH AND WELLNESS	THOMSEN PHYSICAL		2/02/18	83414	499.54	4,297.65
		STREETER PHYSICAL		2/02/18	83414	499.54	
		DIXON M PHYSICAL		2/02/18	83414	519.39	
		LICATA PHYSICAL		2/02/18	83414	504.39	
		BROWN PHYSICAL		2/02/18	83414	514.54	
		MORIN PHYSICAL		2/02/18	83414	519.39	
		HICKS PHYSICAL		2/02/18	83414	504.39	
		USCHYK PHYSICAL		2/02/18	83414	389.09	
		ANNUAL PHYSICAL		2/02/18	83406	347.38	
91128	AT&T MOBILITY II LLC	IPAD X 4		2/02/18	83369	110.87	
91129	BATTLE BORN CONSULTING SE	COMM DEVELOP OVERSIGHT		2/02/18	83370	11,354.00	11,354.00
91130	BERRY ENTERPRISES	GROUND KIT		2/02/18	83343	50.00	100.00
		MINI-U CRIMPS		2/02/18	83343	50.00	
91131	BLACKPOINT LLC	FIRE-171 FIRE BC-70		2/02/18	83427	605.85	605.85
91132	BOB BARKER COMPANY INC	TUMBLERS		2/02/18	83379	104.63	104.63
91133	BRANDON, RUSSELL D	PUBLIC ADMINISTRATION		2/02/18	83407	60.00	60.00
91134	BURRELL, SCOTT LEWIS	1/11/18 TO 1/24/18		2/02/18	83354	204.00	204.00
91135	CELICO PARTNERSHIP	9799650675 COMM RELATIONS		2/02/18	83393	40.01	1,414.16
		INV 9799363369 WIFI 1/18		2/02/18	83400	40.01	
		9799703438 BLDG/GRNDS		2/02/18	83393	779.30	
		9799703439 COMM DEV		2/02/18	83393	77.37	
		9799735026 FIRE		2/02/18	83393	477.47	
91136	CFOA	ANNUAL DUES 2018		2/02/18	83403	60.00	60.00
91137	CMC TIRE INC	S062212- TIRES		2/02/18	83336	595.50	595.50
91138	E KIRK CHRISTMAN	SNOW BLADES		2/02/18	83391	6,113.00	6,113.00
91139	COMMUNITY CHEST INC	FEB 2018 PROGRAM SUPPORT		2/02/18	83329	14,749.99	14,749.99
91140	COMSTOCK CEMETERY FOUNDAT						

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91141 COMSTOCK CHRONICLE (VC)	DONATION FOR CEM GIN		2/02/18	83349	216.00	216.00
91142 CORNWALLS SERVICES LLC	WINTER ADVENTURE GUIDE		2/02/18	83348	450.00	450.00
91143 DAIOHS USA INC	VEST CLEANING		2/02/18	83411	27.00	27.00
	ST 72 WATER		2/02/18	83415	73.95	
	ST 71 WATER		2/02/18	83415	30.95	
	ST 74 WATER		2/02/18	83415	36.95	
	ST 75 WATER		2/02/18	83415	30.95	
	CH RENTALS		2/02/18	83424	51.90	
			2/02/18	83405	25.95	250.65
91144 DIPIETRO & THORNTON APC	ACCT 42070JC		2/02/18	83429	46,500.00	46,500.00
91145 DISH DBS CORPORATION	800 PERI RANCH LOCKWOOD		2/02/18	83332	82.03	82.03
91146 DIXON, MATT	EDU REIMBURSEMENT		2/02/18	83416	265.00	265.00
91147 DOOLEY ENTERPRISES INC	AMMUNITION		2/02/18	83380	3,656.24	3,656.24
91148 DUNCAN, CANDY L	V&T CONTRACT		2/02/18	83431	2,500.00	2,500.00
91149 FARMER BROS CO	COFFEE- LOCKWOOD CENTER		2/02/18	83382	171.88	171.88
91150 FARR WEST ENGINEERING	SITE SURVEY BLM USDA		2/02/18	83372	9,517.50	
	TOP SURVEY EA REVISION		2/02/18	83372	4,005.00	
	ALIGNMENT PRESSURE NETWRK		2/02/18	83372	10,410.00	
	DRAIN #10 BASE DESC		2/02/18	83372	300.00	
	LIDAR COORD FLIGHTS		2/02/18	83372	175.00	
	CONSTR. MGMT		2/02/18	83390	2,465.52	
	ALTERNATIVES FOR NDEP		2/02/18	83390	6,686.21	
	FINAL DESIGN SURFACE MODL		2/02/18	83372	4,400.00	
	PIPE NETWORKS		2/02/18	83372	9,600.00	
	WASHOE ANNEX INFRASTRUCTR		2/02/18	83372	410.83	
	MT GIS DAYTON ADMP PROJECT		2/02/18	83372	395.00	48,365.06
91151 FERGUSON ENTERPRISES INC	STOCK MATERIALS		2/02/18	83373	517.04	
	STOCK MATERIALS		2/02/18	83373	4,480.03	
	BOX LIDS		2/02/18	83373	88.00	
	STOCK MATERIALS		2/02/18	83373	2,259.27	7,444.34
91152 FERRELLGAS LP	WTR PLANT		2/02/18	83374	254.63	254.63
91153 FIRE SERVICE SPEC & SUPPLY	HOLMATRO EQUIP SVC		2/02/18	83417	2,760.00	2,760.00
91154 GLADDING, EDWARD A.	SCDA ADMIN 1-22-18		2/02/18	83410	5,364.00	5,364.00
91155 GOLDEN GATE/SET PETROLEUM	TRI-UNL 456 / DSL 201		2/02/18	83339	1,387.63	1,387.63
91156 GRAINGER	SEWER- FOOTSWITCH CABLE		2/02/18	83340	106.48	
	SHOP- GRINDER		2/02/18	83340	180.19	286.67
91157 GREAT BASIN TERMITE & PES	CH- QUARTERLY		2/02/18	83376	100.00	
	VCCC- QUARTERLY		2/02/18	83376	35.00	
	372 C- QUARTERLY		2/02/18	83376	35.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91158	HAT, LTD	PW- QUARTERLY WTP-QUARTERLY MTCC- QUARTERLY		2/02/18 2/02/18 2/02/18	83376 83376 83376	35.00 35.00 65.00	305.00
91159	HOME DEPOT CREDIT SERVICE	ROADS		2/02/18	83341	1,357.44	2,714.88
91160	HOMETOWN HEALTH	ROADS		2/02/18	83341	1,357.44	203.96
91161	HOT AUGUST NIGHTS INC	DOOR LOCK TRI + GFT TABLE		2/02/18	83395	203.96	14,424.54
91162	HOT SPOT BROADBAND INC	18000836-00052		2/02/18	83362	14,424.54	30,000.00
91163	IT1 SOURCE LLC	HOTAUG NIGHT SPONSORSHIP		2/02/18	83350	30,000.00	82.50
		ST 72 INTERNET		2/02/18	83396	82.50	
		ELECTION EQUIPMENT		2/02/18	83398	8,617.14	
		4451-X ROUTERS		2/02/18	83398	16,445.46	
		ELECTION EQUIPMENT		2/02/18	83398	1,666.73	
		SMARTNET SERVICE		2/02/18	83398	3,218.46	
		SMARTNET SERVICE		2/02/18	83398	5,117.04	
		STARTECH		2/02/18	83398	138.70	
		DATACENTER SWITCH		2/02/18	83398	1,476.02	
		ELECTION EQUIPMENT		2/02/18	83398	1,101.13	
		ROUTER POWER SUPPLY		2/02/18	83398	1,132.68	
		WALLMOUNTS AND FANS SMAC		2/02/18	83398	1,341.90	
		DATACENTER SERVERS+DRIVES		2/02/18	83398	5,461.92	45,717.18
91164	JAMES C MCLENNAN MDPC	FEB 2018 HEALTH OFFICER		2/02/18	83331	500.00	500.00
91165	JBP LLC	E75 SERVICE CALL		2/02/18	83342	100.00	
		ROADS- G/H SEAL		2/02/18	83342	4.74	104.74
91166	JOHN MOHLER & CO	4TH QTR CHART REVIEWS		2/02/18	83419	50.00	50.00
91167	L N CURTIS & SONS	BC/CAPT HELMETS		2/02/18	83418	2,152.00	2,152.00
91168	LIQUID BLUE EVENTS LLC	FEB 2018 RETAIN		2/02/18	83351	2,285.00	2,285.00
91169	MACKEY MANSION	1/11/18 TO 1/24/18		2/02/18	83355	55.00	55.00
91170	MARK TWAIN COMMUNITY CTR	FEB 2018 PROGRAM SUPPORT		2/02/18	83330	1,666.67	1,666.67
91171	MCCARTHY, TIMOTHY	PAPER, DIVIDERS & STAPLER		2/02/18	83412	50.00	50.00
91172	METRO OFFICE SOLUTIONS IN	PAPER		2/02/18	83381	128.44	
		JANUARY 29, 2018		2/02/18	83368	39.98	168.42
91173	MORRIS, ROBERT T	DEC 2017 BILLING		2/02/18	83408	6,400.00	6,400.00
91174	NEV DEPT HUMAN RESOURCES	VIRGINIA CITY TOURISM		2/02/18	83425	3,885.29	3,885.29
91175	NEV DEPT TAXATION	11/18/17 - 12/23/17		2/02/18	83359	31.86	31.86
91176	NEV EMPLOYMENT SECURITY	POST CAT1- RANSON PARKER		2/02/18	83428	364.30	364.30
91177	POST NEV			2/02/18	83384	1,000.00	

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STOREY COUNTY
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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91178	NEVADA ASSOC OF COUNTY EL	ANNUAL MEMBERSHIP		2/02/18	83399	35.00	1,000.00
91179	NEVADA TAXPAYERS ASSN	SENT TO WRONG ACCT		2/02/18	83399	70.00	105.00
91180	O'REILLY AUTO ENTERPRISES	DUES 2018		2/02/18	83361	500.00	500.00
		IT GASKET		2/02/18	83344	21.00-	
		GREASE GUN		2/02/18	83344	59.99	
		SHOP STOCK		2/02/18	83344	78.70	
		FIRE 66632 OIL/FILTER		2/02/18	83344	216.75	
		FIRE 66632 ANTIFREZ		2/02/18	83344	107.94	
		FIRE 66634 MOUNT		2/02/18	83344	2.87	
		FR66634-JOINT CMEND		2/02/18	83344	35.96	481.21
91181	OCCUPATIONAL HEALTH CENTE	BOSLEY VFD PHYSICAL		2/02/18	83420	269.00	269.00
91182	OPTUMINSIGHT INC	HSA = 73 3.75 EACH		2/02/18	83366	273.75	
		HSA = 75 3.75 EACH		2/02/18	83366	281.25	555.00
91183	OTIS ELEVATOR COMPANY	02/01/18 - 04/30/18		2/02/18	83371	358.65	358.65
91184	OWENS EQUIPMENT SALES	PW67075 VACTOR		2/02/18	83345	1,155.06	
		PW 67075 VACTOR		2/02/18	83345	160.90	
		PW67075 VACTOR		2/02/18	83345	45.45	
		PW67075 VACTOR		2/02/18	83345	255.24	1,616.65
91185	PEDLEY KNOWLES & COMPANY	GAS MONITORING SENSORS		2/02/18	83392	1,292.00	1,292.00
91186	PETRINI, ANGELO D	1/11/18 TO 1/24/18		2/02/18	83356	36.00	36.00
91187	POWERPLAN	BACK HOE'S		2/02/18	83426	1,020.78	1,020.78
91188	RAY MORGAN CO INC (CA)	PLOTTER-ASSESSOR CANON		2/02/18	83397	165.91	165.91
91189	RENO TAHOE TERRITORY	ANNUAL MEMBERSHIP		2/02/18	83352	150.00	150.00
91190	REPORTING SYSTEMS, INC	FIRE/EMS REPORTING SYSTEM		2/02/18	83421	644.00	644.00
91191	ROBERTS, BOBBI JEAN	SAMANIEGO, MARIA		2/02/18	83375	297.72	297.72
91192	SENKO, JOHN & CHRISANN	REFUND TAXES, ESCROW ERR.		2/02/18	83401	767.00	767.00
91193	SHERMARK DISTRIBUTORS INC	INMATE MILK		2/02/18	83383	56.00	
		INMATE MILK		2/02/18	83383	56.00	112.00
91194	SHOAF, BRIAN ALLEN	1/11/18 TO 1/24/18		2/02/18	83357	15.00	15.00
91195	SIERRA ENVIRONMENTAL	FECAL COLI MPN		2/02/18	83360	105.00	
		BOD-5; PH		2/02/18	83360	148.00	253.00
91196	SIERRA FRONT WILDFIRE COO	ANNUAL DUES		2/02/18	83422	650.00	650.00
91197	SIERRA PACIFIC POWER CO	VIRGINIA CITY ST LIGHTS		2/02/18	83346	901.98	
		SC COMMISSIONERS ST LIGHT		2/02/18	83346	117.17	
		2610 CARTWRIGHT PUMPHSE		2/02/18	83346	101.71	
		431 CANYON WAY ST 4		2/02/18	83346	276.19	

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2612	CARTWRIGHT RD RES		2/02/18	83346	85.26
145	N C ST UNIT		2/02/18	83346	135.58
381	N C ST RESTSTOP		2/02/18	83346	123.10
130	TOLL RD BLDG		2/02/18	83346	97.40
110	TOLL RD BLDG		2/02/18	83346	194.21
100	TOLL RD SHOP 1/2		2/02/18	83346	325.87
201	S C ST DA		2/02/18	83346	87.78
203	S C ST SO		2/02/18	83346	137.45
205	S C ST SO		2/02/18	83346	138.83
911	US HWY 341 JAIL		2/02/18	83346	875.59
490	SAM CLEMENS PARK		2/02/18	83346	20.49
100W	SOUTH ST WTR PLNT		2/02/18	83346	606.00
21	S C ST GASLMO		2/02/18	83346	241.37
500	SPANIAL RAVINE RD "V"		2/02/18	83346	38.19
205	N E ST VC PARK		2/02/18	83346	32.32
SUTTON	ST		2/02/18	83346	33.11
104	S B ST GARAGE		2/02/18	83346	32.32
S C ST	UNIT VC/372 C ST		2/02/18	83346	73.10
S C ST	OUTDOOR/PAL LIGHT		2/02/18	83346	40.30
S C ST	UNIT VC		2/02/18	83346	224.58
CARSON	ST BALLPARK		2/02/18	83346	32.91
N C ST	FIREHS		2/02/18	83346	331.81
141	N C ST (TRAINING)		2/02/18	83346	392.01
MAIN	ST UNIT GH DEPOT		2/02/18	83346	35.07
220	SIX MILE CANYON		2/02/18	83346	1,860.74
26	S B ST COURTHOUSE		2/02/18	83346	789.93
176	N C ST LIGHTS		2/02/18	83346	86.61
342	S C ST LIGHTS		2/02/18	83346	135.34
531	S C ST LIGHTS		2/02/18	83346	152.89
800	PERI RANCH RD		2/02/18	83346	177.82
1705	PERU DR		2/02/18	83346	1,699.04
185	N C ST		2/02/18	83346	71.51
420	CANYON WAY UNIT B		2/02/18	83346	497.07
420	CANYON WY UNIT A		2/02/18	83346	207.46
2141	EMPIRE RD VCH PARK		2/02/18	83346	32.32
1000	PERI RANCH RD PARK		2/02/18	83346	34.15
160	UNION ST/ B OF A		2/02/18	83346	117.48
TOWN	OF GH STR LIGHTS		2/02/18	83346	101.01
100	TOLL RD PED(FOUNTAIN)		2/02/18	83346	731.84
2610	CARTWRIGHT FIREHSE		2/02/18	83346	255.17
91198	SIERRA PEST CONTROL INC		2/02/18	83388	150.00
91199	SOUTHERN GLAZERS WINE & S		2/02/18	83353	412.70
91200	SPALLONE, DOMINIC J III		2/02/18	83423	221.52
91201	STARNES, JOSEPH		2/02/18	83385	32.00
91202	STARZSTAR COMMUNICATIONS,		2/02/18	83430	170.00
	5 LUNCH @10/6 DINNER @20		2/02/18	83378	430.83
	TRI FINAL 3 OF 3 SETUP		2/02/18	83378	6,775.65
	TRI FINAL 2 OF 3 SETUP		2/02/18	83378	7,206.39
	DBL PAID ADD00018576		2/02/18	83378	94.94
	JAIL 11/20/17 - 12/19/17		2/02/18	83378	290.47
	FIRE 71 11/20/17-12/19/17		2/02/18	83378	96.86
	JAIL 12/20/17 - 01/19/18		2/02/18	83378	

12,682.08

150.00

412.70

253.52

170.00

Report No: PB1315
Run Date : 02/02/18

STOREY COUNTY
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TOTAL

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VENDOR

INVOICE DESCRIPTION

P/O #

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AMOUNT

91215 LINCOLN NATIONAL LIFE

RETIREE LIFE

2/02/18 83364

18.33

18.33

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18.33

Report No: PB1390

Run Date : 02/08/18

CHECK FISCAL

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103	2082	103	...
104	2083	104	...

2018 6501

AMES CONSTRUCTION

186,607.78

186,607.78 2/09/18

ADDL WORK

TYPED CHECKS TOTAL

186,607.78

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

COMPTROLLER

TREASURER

TREASURER

CHAIRMAN

CHAIRMAN

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER

AMOUNT	821,315.06				
TOTAL	821,315.06				
TYPED CHECKS TOTAL	821,315.06				
ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION					
					DATE
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COMPTROLLER					
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TREASURER					
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CHAIRMAN					
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COMMISSIONER					
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COMMISSIONER					



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of the Treasurer's Report for January 2018.
2. **Recommended motion:** Approve as part of the consent agenda.
3. **Prepared by:** Vanessa Stephens

Department: Treasurer **Contact Number:** 775.847.0969
4. **Staff Summary:** Supporting report is attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

☒ Department Head

_____ County Manager

Department Name: Treasurer

Other Agency Review: _____

9. **Board Action:**

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

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check#	Check Date	Amount
					0/00/00 -	1/31/18	Amount	
CK	81922	199 00	403959	BENDER, DEBORAH		4/17/15	60.00	
CK	81937	199 00	404621	EVANS, CHAD		4/17/15	16.91	
CK	81973	199 00	404619	SEAY, JOHN		4/17/15	39.75	
CK	82404	199 00	403382	DUPRESNE, JOHN		6/12/15	90.00	
CK	82475	199 00	404670	PIPER, LINDA & BARRY		6/12/15	86.05	
CK	82591	199 00	404676	JEFFCOAT, HUGH		7/26/15	90.18	
CK	82917	199 00	403938	THREE GGG INC		7/24/15	78.00	
CK	83250	199 00	404736	HOBSON, TABITHA		9/04/15	75.00	
CK	83390	199 00	404697	MURRAY, ANN MARIE ARAGON		9/18/15	14.08	
CK	84999	199 00	403677	CORELOGIC INC		3/18/16	801.00	
CK	85761	199 00	404873	LYNCH, TERRIE		6/10/16	25.34	
CK	86021	199 00	404895	HARLOW, TONYA		7/08/16	100.00	
CK	86273	199 00	101256	NEVADA GRAZING BOARD		7/08/16	15.19	
CK	86195	199 00	404908	HAWKINS, JASON		7/22/16	19.93	
CK	86449	199 00	404936	BUIST, BOBBIE JO		8/19/16	29.62	
CK	86611	199 00	103340	INNOVATIVE IMPRESSIONS		9/02/16	46.00	
CK	86624	199 00	404953	LEIGHTON, GLENN & CELESTE		9/02/16	8.43	
CK	86676	199 00	403892	SUN PEAK ENTERPRISES		9/02/16	2,344.00	
CK	86738	199 00	100877	HAYMORE, DEAN		9/16/16	14.00	
CK	86743	199 00	103340	INNOVATIVE IMPRESSIONS		9/16/16	46.00	
CK	86967	199 00	404663	MADISON, SCOTT & LISA		10/14/16	2,348.47	
CK	87439	199 00	103247	COSTCO WHOLESALE MEMBERSH		12/09/16	624.69	
CK	87534	199 00	404818	TEST NOTICE LLC		12/09/16	25.00	
CK	88119	199 00	100654	CINDERLITE TRUCKING CORP		3/03/17	1,824.08	
CK	89380	199 00	405118	BERNARD, SHARON		7/20/17	43.84	
CK	89459	199 00	405117	POTTS, JENNIFER		7/20/17	6.45	
CK	89639	199 00	101946	WHITTEN, PAT		8/04/17	16.23	
CK	89656	199 00	100335	C & W LOCK, GLASS & SAFE		8/18/17	30.90	
CK	89828	199 00	404366	HOMETOWN HEALTH		9/01/17	14,424.54	
CK	89853	199 00	101256	NEVADA GRAZING BOARD		9/01/17	22.33	
CK	90204	199 00	405157	EADES, PAUL & PATRICIA		10/13/17	91.37	
CK	90209	199 00	405100	FIELD, MELISSA		10/13/17	23.99	
CK	90283	199 00	403901	THE TOMSTONE COWBOYS		10/13/17	192.00	
CK	90428	199 00	405164	BACUS, DOUG		11/09/17	7.64	
CK	90463	199 00	404191	HARDWICK, WAYNE C		11/09/17	2,911.20	
CK	90467	199 00	404725	HOOD, CHRIS		11/09/17	76.70	
CK	90785	199 00	100285	AVS DEVELOPMENT LTD		12/22/17	62.70	
CK	90827	199 00	405188	JORDAN, REBECCA		12/22/17	25.00	
CK	90881	199 00	405183	VCRV PARK		12/22/17	100.00	
CK	90911	199 00	403576	DOMINION VOTING SYSTEMS I		1/05/18	59,411.00	
CK	90961	199 00	403895	PETRINI, ANGELO D		1/05/18	68.00	
CK	90970	199 00	200395	SAINT MARYS ARTCENTER INC		1/05/18	10,000.00	
CK	90993	199 00	403893	VIRGINIA CITY TOURS INC		1/05/18	456.00	
CK	91010	199 00	405194	BOY SCOUTS OF AMERICA NV		1/19/18	500.00	
CK	91011	199 00	403671	BURRELL, SCOTT LEWIS		1/19/18	730.50	
CK	91018	199 00	404779	CHURCHILL VINEYARDS, LLC		1/19/18	144.00	
CK	91030	199 00	405204	ELLOWAY, STEVEN		1/19/18	87.08	
CK	91037	199 00	405203	FIRST AMERICAN TITLE INS		1/19/18	20.30	
CK	91038	199 00	103367	GLOBAL TOWER LLC		1/19/18	395.83	
CK	91050	199 00	103249	INTERNATIONAL CODECOUNCIL		1/19/18	890.00	
CK	91058	199 00	404899	MCCARTHY, TIMOTHY		1/19/18	50.00	
CK	91059	199 00	405200	MENDOZA, JOHN MICHAEL		1/19/18	20.55	
CK	91062	199 00	100471	MOUND HOUSE TRUE VALUE		1/19/18	644.38	
CK	91074	199 00	404163	NORTON CONSULTING LLC		1/19/18	73.50	

Report No: Br1762
Run Date : 02/14/18 Run Time : 08:39:04

STOREY COUNTY
TREASURER'S ACCOUNTING
Outstanding Checks
1 Through 999999

TP	Check #	Bank	Seq	Person #	Vendor/Employee Name	From Check#	From Check Date	Amount
CK	91079	199	00	404926	OLIVAS, RICHARD A	0/00/00 -	1/31/18	10,000.00
CK	91081	199	00	402987	OSBORNE, AUSTIN		1/19/18	20.00
CK	91084	199	00	403895	PETRINI, ANGELO D		1/19/18	146.00
CK	91086	199	00	102589	PUBLIC AGENCY COMPENSATIO		1/19/18	139,663.25
CK	91095	199	00	10026	RUPPCO INC		1/19/18	207.00
CK	91099	199	00	404187	SHOAF, BRIAN ALLEN		1/19/18	12.00
CK	91107	199	00	403892	SUN PEAK ENTERPRISES		1/19/18	1,780.00
CK	91112	199	00	101845	US POSTOFFICE (VC)		1/19/18	270.00
CK	91114	199	00	403893	VIRGINIA CITY TOURS INC		1/19/18	666.00
CK	91117	199	00	101932	WASHOE CO SHERIFFS OFFICE		1/19/18	800.00
CK	91118	199	00	403150	WASHOE COUNTY, NEVADA		1/19/18	387.00
					Type Total:			254,299.00
PR	34231	199	00	900615	SHERIFF FEE COLLECTION/GA	8/15/14		10.71
PR	34705	199	00	900201	COLONIAL LIFE INS. 125	8/14/15		50.73
PR	34774	199	00	900107	MEDICAL/EMPLOYEE BUYUP	10/09/15		1,143.53
PR	35013	199	00	900113	LIFE INSURANCE	4/08/16		736.93
PR	36035	199	00	900402	AFSCME/UNION DUES	1/12/18		570.96
PR	36036	199	00	900501	FIRE FIGHTER ASSOC #4227	1/12/18		1,460.00
PR	36037	199	00	112	HESS, GREG J	1/12/18		899.88
PR	36050	199	00	112	HESS, GREG J	1/26/18		912.12
PR	36055	199	00	900307	EMPDED/WASH INS AFTER TAX	1/26/18		619.55
PR	36057	199	00	900402	AFSCME/UNION DUES	1/26/18		571.66
PR	36058	199	00	900501	FIRE FIGHTER ASSOC #4227	1/26/18		1,410.00
PR	36091	199	00	900050	NEV ST RETIR/4159565779	2/10/17		148,079.31
					Type Total:			156,465.38
					Bank Total:			410,764.38
					Total:			410,764.38

STOREY COUNTY TREASURER
TREASURER'S ACCOUNTING
MONTHLY BALANCING SHEET
FOR 01/2018

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
193 WELLS FARGO USDA CASH	.00	.00	.00	.00	.00	.00	.00	.00
194 DISTRICT COURT HOLDING	8,947.36	.00	.00	.00	.00	.00	.00	8,947.36
195 CASH IN BANK	5,123.70	100.00	.00	.00	.00	.00	.00	5,223.70
197 BUSINESS BANK CARDS	.00	.00	.00	.00	.00	.00	.00	.00
198 B OF A PROPERTY SALES	.00	.00	.00	.00	.00	.00	.00	.00
199 WELLS FARGO CC ACCOUNT	9,466,842.38	6,697,005.70	10,461,204.12	1,058,296.93	4,979,394.44	.00	.00	9,623,741.47
191 WELLS FARGO MONEY MARKET	7,159,202.50	.00	.00	.00	.00	.00	.00	7,159,202.50
196 STATE LGIP ACCOUNT	8,178,894.70	.00	.00	.00	.00	.00	.00	8,178,894.70
901 OLD COINS	439.30	.00	.00	.00	.00	.00	.00	439.30
903 PETTY CASH	1,100.00	.00	.00	.00	.00	.00	.00	1,100.00
904 PETTY CASH SHERIFF	2,000.00	.00	.00	.00	.00	.00	.00	2,000.00
905 PETTY CASH ASSESSOR	200.00	.00	.00	.00	.00	.00	.00	200.00
001 GENERAL	4,012,530.83	4,265,481.61	8,367,347.14	683,502.25	4,851,646.91	.00	.00	4,078,809.96
010 INDIGENT MEDICAL	490,435.86	3,046.18	6,271.78	.00	.00	.00	.00	487,210.26
015 INDIGENT ASSISTANCE -TAX	.00	.00	.00	.00	.00	.00	.00	.00
020 ROADS	556,778.67	77,633.43	33,027.80	14,282.53	7,963.77	.00	.00	579,138.00
024 RESTITUTION	911.11	150.00	250.00	.00	.00	.00	.00	811.11
030 FIRE	99,649.54	.00	.00	.00	.00	.00	.00	99,649.54
035 FIRE EMERGENCY	.00	.00	.00	.00	.00	.00	.00	.00
040 FIRE DISTRICT	.00	.00	.00	.00	.00	.00	.00	.00
045 MUTUAL AID	84,876.27	.00	.00	.00	.00	.00	.00	84,876.27
050 SERVICE	43,215.00	.00	.00	.00	.00	.00	.00	43,215.00
060 EQUIPMENT ACQUISITION	569,355.98	15,355.77	.00	.00	38,910.00	.00	.00	545,801.75
070 CAPITAL PROJECTS	1,283,639.12	23,433.13	88,921.87	.00	.00	.00	.00	1,218,150.38
080 INFRASTRUCTURE FUND	1,954,285.73	29,663.74	.00	.00	.00	.00	.00	1,983,949.47
090 WATER SYSTEM	1,317,099.06	44,361.21	16,104.95	19,065.35	688.10	.00	.00	1,326,978.07
100 STABILIZATION	1,000,000.00	.00	.00	.00	.00	.00	.00	1,000,000.00
110 TOWN OF GOLD HILL	660.00	.00	.00	.00	.00	.00	.00	660.00
120 TOWN OF VIRGINIA CITY	.00	.00	.00	.00	.00	.00	.00	.00
130 VIRGINIA DIVIDE SENER	369,126.21	33,075.94	5,633.03	10,972.53	62,750.00	.00	.00	322,846.59
135 USDA BOND WELLS FARGO	3,063,136.73	958,907.00	1,015,470.84	.00	98,410.00	.00	.00	3,104,982.89
140 DRUG COURT	80.00	70.00	50.00	.00	.00	.00	.00	100.00
150 SCHOOL	483,179.78	235,289.32	384,376.28	.00	.00	.00	.00	334,092.82
160 SCHOOL DEBT	92,607.62	45,265.72	74,089.16	.00	.00	.00	.00	63,784.18
165 TECHNOLOGY FUND	110,569.91	7,485.22	21,010.10	.00	.00	.00	.00	97,045.03
170 STATE	956,463.40	545,696.51	267,454.77	.00	.00	.00	.00	1,234,705.14
180 DISTRICT COURT	49,576.78	1,618.00	387.00	.00	.00	.00	.00	50,807.78
185 INDIGENT ACCIDENT	24,354.15	4,590.11	18,999.70	.00	.00	.00	.00	9,944.56
187 JUSTICE COURT FUND	36,233.98	2,978.50	81.62	.00	.00	.00	.00	39,130.86
189 TRI NET	.00	.00	.00	.00	.00	.00	.00	.00
190 PARK FUND	128,599.57	250.00	.00	.00	.00	.00	.00	128,849.57
200 TRI PAYBACK	2,779,350.34	.00	.00	.00	187,750.00	.00	.00	2,967,100.34
206 FEDERAL GRANTS	103,480.12	975.00	936.77	.00	.00	.00	.00	103,518.35
210 SHERIFF'S JAIL BLDG FUND	318.03	.00	.00	.00	.00	.00	.00	318.03
220 VC RAIL PROJECT	724,787.87	.00	.00	.00	.00	.00	.00	724,787.87
221 V&T COMMISSION	.00	.00	.00	.00	.00	.00	.00	.00
230 VC TOURISM COMMISSION	109,952.15	62,229.13	82,345.90	28,309.96	1,869.49	.00	.00	160,248.37
231 PETERS OPERA HOUSE	.00	8,587.85	169.95	.00	.00	.00	.00	8,417.90
250 FIRE DISTRICT	3,438,843.16	330,962.31	76,705.64	302,164.31	47,607.31	.00	.00	3,343,328.23
260 FIRE EMERGENCY	207,140.83	.00	.00	.00	.00	.00	.00	207,140.83
270 MUTUAL AID	235,220.62	.00	1,569.82	.00	.00	.00	.00	233,650.80
800 CAPITAL PROJECT FIRE	1,000,000.00	.00	.00	.00	.00	.00	.00	1,000,000.00
800 UNSECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
900 SECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/20/18

Estimate of time required: 15 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Discussion/Possible Action. Update to Storey County Administrative Policies and Procedures including 001 Functions, Policy, and Procedures; 002 Creating, Reviewing, and Modifying Policies; 003 Smoking and Vaping; 004 Travel Policy; 005 Use of Public Buildings and Facilities; 006 Use of Employer Premises; 007 Facilities Maintenance and Project Assistance; 009 General Communications; 010 Vehicle-Equipment Assignment and Use; 011 Use of Private Vehicle; 012 County Vehicle Maintenance; 013 Vehicle Fuel; 015 Mailing Procedures; 016 Telephone Usage; 017 Social Media; and associated request forms.

2. **Recommended motion:** Based on the recommendation by staff and in conformance with the Storey County Administrative Policies and Procedures, I [commissioner] motion to approve the amendments to Storey County Administrative Policies 001 Functions, Policy, and Procedures; 002 Creating, Reviewing, and Modifying Policies; 003 Smoking and Vaping; 004 Travel Policy; 005 Use of Public Buildings and Facilities; 006 Use of Employer Premises; 007 Facilities Maintenance and Project Assistance; 009 General Communications; 010 Vehicle-Equipment Assignment and Use; 011 Use of Private Vehicle; 012 County Vehicle Maintenance; 013 Vehicle Fuel; 015 Mailing Procedures; 016 Telephone Usage; 017 Social Media; and associated request forms.

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 847-0968

4. **Staff summary:** The purpose of the Storey County Administrative Policies and Procedures is to establish authority to implement the personnel program on a consistent basis. The Policies and Procedures require that review and necessary updates occur every five years and otherwise as needed.

5. **Supporting materials:** Enclosed markup policy updates.

6. **Fiscal impact:** None on local government.

Funds Available:

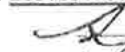
Fund:

____ Comptroller


7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. **5 IV**

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 001
EFFECTIVE DATE: 9/18/07
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: FUNCTION OF THE POLICY AND PROCEDURE MANUAL

- I. PURPOSE:** This procedure describes the purpose and format of the Storey County Administrative Policies and Procedures Manual.
- II. POLICY:** The Storey County Policies and Procedures Manual is designed to be a comprehensive manual incorporating all policies, procedures, commission regulations and directives that affect and guide the actions of all county departments. They are intended to respect department specific approved policies and ~~adhere~~ be consistent with the provisions of collective bargaining agreements. ~~contracts.~~
- A. DEFINITIONS:**
1. Policy: A basic rule established to govern functions so that they are performed in line with desired objectives. A general guideline that regulates organization actions.
 2. Procedure: The act, method or manner of proceeding in some process or course of action; the sequence of steps to be followed.
- III. PROCEDURE:**
- A. FUNCTION:**
1. The Administrative Policies and Procedures Manual will be a resource for all countywide procedures, policies and directives.
- B. REASONS FOR ESTABLISHING A POLICIES AND PROCEDURES MANUAL:**
1. To improve communications.
 2. To promote uniformity of action.
 3. To improve direction setting.
- C. CONTENT:** The following types of policies and procedures will be included in the manual.
1. Those policies and/or procedures, which cross department lines and require action, compliance or give direction to more than one department.
 2. Those policies and/or procedures that provide information of value to all county departments.

- D. County Policies and Procedures shall be reviewed and signed by the County Manager, and authorized by the Board of Commissioners prior to implementation.

IV. RESPONSIBILITY FOR REVIEW: The County Manager's office will review this policy every 5 years.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 002
EFFECTIVE DATE: 9/18/07
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: CREATING, REVIEWING AND MODIFYING POLICIES

I. PURPOSE: To establish guidelines for departments to use for proposing, reviewing, modifying or deleting policies or procedures from the Storey County Administrative Policies and Procedures Manual.

A. DEFINITIONS:

1. Originating Department Head/Elected Official: That department or office that is the source of a proposed or revised policy or procedure.

II. POLICY: County policies and procedures are the primary reference for direction that applies to county administration. As such, it is essential that they be consistently reviewed and updated as needed to reflect current ~~policies, procedures and practices,~~ *legal requirements, issues, and trends*. Any department or office may propose a policy or procedure or revision of an existing policy related to their departments.

III. PROCEDURE:

A. PROPOSING OR REVISING POLICIES:

1. Originating Department/Elected Official
 - Propose Policy draft or revision.
 - Type in policy format.
 - *Proposed amendments to existing policies and procedures or the addition of new policies and procedures shall be shown in the following format: Policy language to be deleted must be shown with a strike-out line through each word and character to be deleted; and policy language to be added must be shown in italics and underlined for regular text and bold italics and underlined for any text which is to be bolded in the final document.*
 - Send to County Manager or designee for review
2. County Manager's Office (or designee)
 - Forward to District Attorney if there are legal implications.
 - Forward to Human Resources if there is employee relations, benefit or personnel *related* impact.
 - Revise draft if necessary.

- Upon preliminary approval, submit to the affected ~~impacted~~ department heads for review and comment.
- Revise as appropriate.
- Review final draft.
- Prepare action sheet a board agenda request form, schedule on ~~commission~~ board agenda and obtain approval for policy from the board of county commissioners.
- Provide documentation of ~~Commission~~ board approval and copy of policy on a computer disk to all departments.

B. DELETING A POLICY OR PROCEDURE:

1. Deletion of an existing policy or procedure requires the same procedure as draft of proposal or revision. Thorough justification for deletion must be presented.

C. REVIEW OF POLICIES:

1. At the time of proposal of a policy or procedure a specific time period will be assigned for review and discussion.
2. The County Manager's office will establish and maintain a 'tickler' file to identify and pull out those policies due for review.
3. Implementation of all changes will follow procedures outlined under proposing or revising policies.
4. Policies shall be reviewed at least once every five years or as needed.

IV. **RESPONSIBILITY FOR REVIEW:** The County Manager's office is responsible for review at least every 5 years.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 003
EFFECTIVE DATE 9/18/07
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: SMOKING AND VAPING

- I. PURPOSE:** To establish ~~guidelines~~ a prohibition of for smoking and vaping in a county facility and county vehicle and ensure compliance with the state law regarding smoking and vaping in public facilities.
- II. POLICY:** This policy documents the county's position on smoking in county facilities and vehicles.
- III. DEFINITION:**
Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices, including, but not limited to, e-cigarettes, e-pipes, e-hookahs, and e-cigars.
- IV. PROCEDURES:** In accordance with NRS Number 202.2491 there shall be no smoking of tobacco or other products in any office building owned or leased by Storey County, unless it is in an area or room specifically designated for smoking by the County Manager. Additionally, smoking is prohibited in County owned vehicles and equipment.
- V. RESPONSIBILITY FOR REVIEW:** This policy will be reviewed every 5 years or as necessary by the County Manager's office.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 004
EFFECTIVE: 9/18/07
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: TRAVEL POLICY

I. PURPOSE: To establish uniform guidelines for payment of travel expenses incurred by County employees while on County business.

II. DEFINITIONS

1. Employee: County employees including elected, appointed, unclassified, classified, permanent, part-time, seasonal, hourly, and quasi-employees.
2. Quasi-employees: Members of boards, and commissions, and all other persons providing services in an official capacity, to the County, with or without compensation, including volunteers in the public safety sector. Expenses for this category of employee must be pre-approved by the responsible Department Head or County Manager.
3. Travel: Any trip outside the County by a County employee in the course of performing their duties, and within the county's TRI Center or Lockwood area.
4. Per Diem: The amount of funds allowed to employees traveling as noted (#3) while on County business to cover meals or other out-of-pocket expenses.

III. POLICY

- A. The county recognizes that certain travel and related expenses incurred on behalf of the county by its employees are of benefit to the county. The county will pay for employees reasonable and customary expenses associated with such travel. Travel shall be at the most reasonable and economical cost to the county, considering total cost of transportation, time spent in transit, and the availability of county vehicles.
- B. Employees should endeavor to attend training and conferences in the State of Nevada whenever possible if such training or conference is of comparable value to that offered out of state. Expenses incurred under this policy shall be consistent with the best interest of the county and it's desire to minimize travel costs.

IV. CONDITIONS

- A. All employees traveling on county business, including attendance at training sessions, seminars, conventions, professional associations and any emergency travel, must comply with the provisions of this policy. Abuse of this policy, including falsification of travel expenses, will result in disciplinary action, up to and including termination of employment.
- B. Any personal travel and associated expenses incurred in conjunction with approved travel on county business must be separate and distinguishable from official, reimbursable county travel expenses. While it is not the intent of the county to pay for personal travel expenses, in the rare exception this should happen, reimbursement is required within 5 business days after returning to work.

V. PROCEDURES

A. Authorization to Travel

- 1. All employee travel must be approved by their department head, ~~Elected Official or designee~~. Employees may travel within the continental United States as long as funds are available within the applicable budget to cover travel costs. ~~Travel by department heads and Elected Officials is self-authorized.~~ Travel by department heads must be authorized by the County Manager and travel by elected officials is self-authorized. There must be reserved funds in the department budget for the travel.
- 2. Travel outside of the continental United States requires Board of Commissioner approval when there is any cost incurred by the county.

B. Travel Forms

1. Travel Expense Claims Form - (see attached A)

A Travel Expense Claim Form (Form F004-A) are required must be submitted to the Comptroller's office for all travel-related advances or reimbursements. Approval for payment requires a compliance with the provisions of this policy by the department head ~~or Elected Official~~ approving the request before submittal to the ~~Auditor's Office~~ Comptroller. This form will be processed through the ~~Auditor's Office~~ Comptroller's office. Applicable original receipts, registration forms, brochures, and/or event agendas must be attached to the Travel Expense Claim Form and submitted in sufficient time for the normal payroll cycle for ~~salaries~~ employees. Volunteers must submit a voucher with required backup. If there are not such documents available, the employee/volunteer must complete, ~~Form (B)~~ Form F004-B Unavailable Backup Documentation Form.

2. Unavailable Backup Documentation Form

An Unavailable Backup Documentation Form ~~—(see attached B)~~ is required to detail travel when no original documents are available. ~~This form should describe~~ A narrative description of the event, the name of the sponsor, the date(s) of the event, costs, location and purpose, ~~and must~~ be attached to the Travel Expense Claim Form described in paragraph (1) above. ~~All The Travel Expense Claim Form (Form F004A)~~ must be submitted no later than 10 days after the end of the month.

C. Travel Advance

1. Travel advances are typically used for per diem (meal allowance) or other county business related, out-of-pocket expenses, to be paid by the employee while traveling. Advance for travel must be requested on the Travel Claim Form. ~~A.~~
2. All money advanced to an employee to pay for travel expenses constitutes a lien in favor of the county upon the accrued wages of the employee to whom the advance was made. NRS 245.062(4).
3. All requests for advance funds should be submitted to the ~~Auditor's Office~~ Comptroller's office no less than 10 days before travel to assure timely accounts payable processing. The amount allowed is subject to review and approval by the department head, ~~elected official~~ or County Manager.
4. Other than per diem, receipts accounting for travel expenses in excess of the amount advanced must be presented to the ~~Auditor's~~ Comptroller's office on a travel claim form within 5 business days after the employee's return to work. Failure to submit the request for reimbursement within 5 working days may result in the denial of reimbursement for those expenses.
5. Advances not expended from the travel advance must be deposited with the Treasurer's office within 5 business days of returning to work and a copy of the Treasurer's Receipt ~~should be submitted to the Auditor's Office~~ must be submitted to the Comptroller's office with all backup documentation attached.

VI. ELIGIBLE EXPENDITURES:

- A. Generally, eligible expenditures are those actual travel-related costs incurred by an employee as a result of performing county business.
- B. **Registration Fees**

Fees to attend a conference, seminar, convention, training, etc. may be paid in advance by regular voucher through accounts payable process or paid on-site with procurement card. Request for payment after-the-fact ~~should be submitted to the Auditor~~ must be submitted to the Comptroller's office for payment with documentation.

C. **Transportation Costs**

Actual costs of transportation, such as air travel, bus travel, train travel, taxi, Uber, car rentals, and parking fees, are eligible.

1. Airline Travel - All air travel shall be by coach class. Efforts should be made to book air travel at least two weeks or more in advance to take advantage of lower rates.

D. **Lodging Costs**

The actual costs of hotel or motel accommodations are eligible. Prepayment should be made whenever possible. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. Costs such as ~~non-business~~ phone calls, food, drink, ~~movies, etc.,~~ and other costs not related to business charged to the room should be paid separately by the employee upon check-out as to better differentiate business and non-business expenses. These Non-business related costs are not reimbursable. No reimbursement will be made without receipts. The hotel receipt received at check-out must be turned into the Auditor's office Comptroller's office. Lodging expense is payable on a vouchers payable form.

E. **Meals and Food Related Expenses:**

1. **General Meal Expenses**

- a. The employee will be reimbursed for meal expenses in accordance with this section. No per diem meal allowance will be allowed for any meals that are provided by some other entity, person or group while the employee is on travel status. This includes sponsor or event provided meals and airline meals as designated on the airline ticket. Event schedule should and may be required to be submitted for verification.
- b. **Option A: Standard Per Diem Reimbursement Rate:** The following standard reimbursement rates are maximums, not allowances. The employee may, instead, follow the steps in paragraph (c) to calculate the per diem when traveling. The employee may use Option A or B per diem amount whether or not Option B shows to be a lower or higher amount.

Breakfast	\$ 7	<u>\$15.00</u>
Lunch	\$ 10	<u>\$16.00</u>
Dinner	\$ 20	<u>\$28.00</u>
Gratuities		<u>Up to 20 percent per meal.</u>
TOTAL	\$ 37	<u>59.00 + gratuity (20% max.)</u>

- c. **Option B: General Services Agency Per Diem Reimbursement Schedule:**
The following standard reimbursement rates are maximums, not allowances. The employee may, instead, choose to follow the standard per diem rates shown in paragraph (b). The employee may use Option A or Option B per diem amounts whether or not the other option shows a higher or lower amount.

The steps to find the GSA per diem rate are as follows:

- i. Visit www.gsa.gov/perdiem and navigate to Meals and Incidental Expenses (M&IE) Breakdown.
- ii. On the provided map, click the location where you will be traveling.
- iii. Find the total "M&IE" in the chart for the city/region where you will be traveling.
- iv. Using that "M&IE" amount and using the table provided below, find the exact or closest listed M&IE amount in the first column. The corresponding row is the total per diem amount for each meal and for the daily total.

<u>Table 4.1</u>					
<u>M&IE Breakdown</u>					
<i>M&IE Total</i>	<i>Breakfast</i>	<i>Lunch</i>	<i>Dinner</i>	<i>Incidental</i>	<i>Total Meal Expense Reimbursement Cap</i>
<i>\$51</i>	<i>\$11</i>	<i>\$12</i>	<i>\$23</i>	<i>\$5</i>	<i>\$38.25</i>
<i>\$54</i>	<i>\$12</i>	<i>\$13</i>	<i>\$24</i>	<i>\$5</i>	<i>\$40.50</i>
<i>\$59</i>	<i>\$13</i>	<i>\$15</i>	<i>\$26</i>	<i>\$5</i>	<i>\$44.25</i>
<i>\$64</i>	<i>\$15</i>	<i>\$16</i>	<i>\$28</i>	<i>\$5</i>	<i>\$48.00</i>
<i>\$69</i>	<i>\$16</i>	<i>\$17</i>	<i>\$31</i>	<i>\$5</i>	<i>\$51.75</i>
<i>\$74</i>	<i>\$17</i>	<i>\$18</i>	<i>\$34</i>	<i>\$5</i>	<i>\$55.50</i>

2. Business-Related Meals:

- a. A meal for the employee and one or more employees or non-employees is reimbursable as a business-related meal when the principal purpose of the combined business and meal was the active conduct of business and when all members of the party receiving the county-paid meal were actively engaged in business and business-related discussion.

negotiations, or other business transactions during a majority of the meal period, and when that business and business-related discussion generated specific business benefit to the county. If the business discussion is only incidental to the meal, the expense is not eligible.

- b. A meal for the employee and one or more employees or non-employees is also reimbursable as a business-related meal when the meal was associated with the active conduct of county business, such as when the meal occurred directly before or directly after a substantial business discussion that resulted in specific business benefit to the county. Among the facts to consider is the place, date, and duration of the business discussion, and the reasons that the meal did not take place on the same day of the business discussion. For example, when a group of business associates arrive from out-of-county to hold a substantial business discussion and the county employee takes them to dinner on the evening before the business discussion, or on the evening of the day following the business discussion, the meal expense is generally considered to be held directly before or after the discussion and the expense meets the test.
- c. Business-related meals are not subject to the per diem limitations above, but limits may be imposed by the County Manager.
- d. Business-related meals may only be reimbursed for county department heads, the County Manager, and elected officials, unless specific approval is provided by the department head and the County Manager.

3. Other Food Related Expenses

- a. Provided funds are available, reasonable costs for food items in the following situations are allowable expenses as approved by the department head ~~or Elected Official~~ and County Manager.
 - Scheduled executive meal time meetings as departmental budget allows.
 - Refreshments for county or business-related meetings.
 - Food for appropriate county ceremonies and celebrations.
 - Refreshments for county employees and attendees at training sessions or staff meetings.
 - Food and beverages for emergency response crews as approved by department head.

- b. A voucher must be submitted for payment with the date and description of the activity, name of the event, and for whom food was provided with receipts and invoices applicable.

F. Ineligible Expenses

1. Include, but are not limited to, the following:

- Airline club membership;
- Childcare, babysitting, house-sitting, and pet-sitting/kennel charges.
- Commuting between home and the primary work location;
- Cost incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion, unless the needed cancellation was beyond the control of the employee;
- Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment;
- Personal entertainment expenses including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities, and related incidental costs;
- Travel accident insurance premiums or purchase of additional travel insurance;
- Alcoholic beverages;
- Tobacco and vaping related products;
- Laundry and cleaning; ~~or valet services~~
- Valet services except when no reasonable alternative vehicle parking exists and when approved by the County Manager;
- Personal telephone calls;
- Business class and first-class travel accommodations when coach-class is available;
- Meals and lodging if included in registration fee or otherwise provided;
- Clothing;
- Fines, forfeitures or penalties;
- Rental vehicles for local business trips/meetings;
- Rental vehicle for personal use while on county business;
- Expenses of a spouse or other non-employee;
- Loss or damage to personal property;
- Barber, beauty parlor, shoe shine or toiletries;
- Telephone deposits;
- Other personal or non-business related expenses.

G. Use of Personal Vehicle

1. Reimbursement will be at the IRS allowed mileage rate in effect January 1 of each year. The 2007 rate is \$.4850 per mile.

2. Mileage to the Reno-Tahoe Airport will be reimbursed based on 30 miles (from Virginia City to the Airport).
3. Mileage will be reimbursed for business related trips to Carson City and Reno, based on 17 miles from Virginia City to Carson City, and 32 miles from Virginia City to Reno.
4. County vehicles should be used, when available, before the use of private vehicles. When using a personal vehicle for county business, the employee's personal insurance provides primary coverage. The county's insurance provides no coverage on the employee's vehicle. If a personal vehicle is used as personal preference when a county vehicle is available, mileage will be reimbursed at 50%, per state statute number 281.160 (3).
5. Reimbursement is to be requested on the Travel Expense Claim Form. ~~(attached A)~~ (Form F004-A). The claim form should be filled out as completely as possible, with back-up information. Odometer readings are not required.
6. Only meals and mileage are reimbursable on a Travel Expense Claim Form (Form F004-A).

H. Use of County Vehicles

1. Unless otherwise authorized by the County Manager or department head, only County employees are authorized to drive county-owned vehicles.

I. Use of Rental Vehicles

1. The expense of a rental vehicle will be reimbursed when rented for business necessity, not personal convenience. Payment for rental vehicles must be made using a County issued credit or procurement card whenever possible for insurance purposes. If use of a personal credit card is approved on an exception basis, the rental agreement must clearly be signed "on behalf of Storey County". Failure to do so may expose an employee to added personal liability in the event of accidents.

J. Local Travel/Business Expenses

1. An employee may obtain reimbursement for actual expenses incurred in conducting business within the County at the Tahoe Reno Industrial Center, and Lockwood area.
2. A person seeking reimbursement under this section shall submit a Travel Expense Claim form along with receipts, meeting information, etc. and authorized signatures.

K. Use of County Credit and Procurement Cards

1. Employees may use County credit or procurement cards to pay for necessary travel expenses. Use of a credit card is to be authorized by the department head, elected official or County Manager.
2. Cash advances on these cards are prohibited.
3. Each Department Head/Elected Official is responsible for the use of cards issued to their employees. Each department will be responsible for paying from their budget the expenses so incurred.
4. Employees using cards must retain and submit, by standard claim form, receipts for all expenses charged to the card within five business days following return to work. Any disallowed charges are the responsibility of the employee and shall immediately be paid to the County.
5. On occasion, vendors will charge the card before services are actually received. To avoid payment of finance charges, when ordering by card, the vendor should be asked when the charge will be assessed to the card and if it is before the receipt of services, the charge should be submitted to the Auditor's Office for payment.
6. The use of a credit/procurement card is a privilege, not a right. Abuse of the use of these cards may result in disciplinary action up to and including termination. Attached form (C) must be read and signed before card is issued to an employee/department head.

L. Use of Personal Credit Cards

1. Use of personal credit cards to pay for county expenditures is not acceptable. To the extent possible, travel should be paid for in advance by procurement card or by a requested travel advance.

M. EXCEPTIONS:

The County Commission may authorize an exception to any provision of this policy so long as it does not conflict with any Federal, State or County law.

VII. RESPONSIBILITY FOR REVIEW: This policy will be reviewed every 5 years or a necessary by the County Manager's Office.

STOREY COUNTY
FACILITIES & PROPERTY USE
GENERAL FORM

NUMBER:	005 - F
EFFECTIVE DATE:	10-6-09
REVISED:	<u>02/20/18</u>
AUTHORITY:	BOC
COUNTY MANAGER:	<u>PAW</u>

Sponsor's/Applicant Name: ____

Residence Address: ____ City: ____ State: ____

Cell Phone: ____ Home Phone: ____

E-Mail: ____ FAX: ____

Contact Person's Name, day of the event: ____

Contact Number day of the event: ____

Date(s) of Event: ____ Event Time(s): ____

Requested Location: ____

A description of the proposed use, event or activity: ____

Please estimate expected attendance: ____

Will alcohol be present during this event: ☐ Yes ☐ No

To evaluate your request and issue the permit we require the following information:

Are you representing a charitable or non-profit organization? Yes ☐ NO ☐

If yes, name of organization: ____

The primary purpose of the event or activity is:

Fundraising for charity or group:	Yes <input type="checkbox"/>	NO <input type="checkbox"/>
Program for community benefits:	Yes <input type="checkbox"/>	NO <input type="checkbox"/>
Government activity:	Yes <input type="checkbox"/>	NO <input type="checkbox"/>
Private for Profit:	Yes <input type="checkbox"/>	NO <input type="checkbox"/>
Other: ____		

We hereby certify that we shall be personally responsible, on behalf of our organization, group, or individual for any damage to Storey County buildings, grounds, or property growing out of the use of said facilities and property, and to:

☐ Purchase short term liability insurance for the event(s) mentioned in the above for each day of the event(s). Storey County shall be named as the additional insured party.

☐ I am fully aware that all Storey County Buildings are smoke free areas and will not allow any smoking in Storey County buildings.

☐ I have been informed of the occupancy limits with the building and/or area and agree to not exceed them at any time.

- ☐ Request a waiver of the insurance requirements as provided for under County Policy.
- ☐ I have read the Agreement to the General Rules and Guidelines Governing the usage of Public Building and Property.
- ☐ The county shall be held harmless of any claim arising out of said event(s)
- ☐ We further agree to assume all liability associated with the use of the facilities and property and to indemnify Storey County and its employees against any claims for personal injury and property damage.

Signature of Applicant

Date

Please returned form to: Storey County Commission
Attn: County Manager
26 South "B" Street
PO Box 176
Virginia City, NV 89440

Phone: (775) 847-0968

FAX: (775) 847-0949

Official Use:

Date Application Received:

Received By:

Date Usage Fee Received:

Check Amount \$

Check No

Received By: _____

Deposit Fee \$ 100.00 Check No.

Date Returned:

By: _____

Approval ☐

Date: _____

Authorized Signature

Special Conditions Required:

Denied ☐

Date: _____

Authorized Signature

Reason for denial:

Storey County
Agreement for Building & Property Usage

General Rules and Guidelines:

1. Persons who use these designated areas must not interfere with County operations in any way, hinder any person entering or exiting a County building, or obstruct access by public safety personnel.
2. You shall be contacted by _____ when you arrive at the facility. This person will open the building for you, assure that it is in a neat and tidy state and show you where everything is located in the building.
3. Upon completion of your use you will need to contact _____ again and walk through the facility with the attached check off form. After all of the items on the check off form have been signed off you will need to sign the bottom of the form as will _____. This signature will assure that all items have been addressed.
4. There shall be no smoking within County buildings at any time.
5. Maximum occupancies shall be reviewed with you by the County staff member opening the facility. These occupancy loads shall not be exceeded under any conditions.
6. A cleaning deposit of \$100.00 is required that will be refundable if facilities are left clean, trash is taken away, and chairs/tables are returned to their original places.

Chairs Put Back in a Neat and Orderly Manner	
Assure Nothing is Left on Tables	
Vacuum or Sweep Area	
Close all Blinds	
Wipe down dry erase boards	
Empty Garbage	
Place tables back to their original position	
Turn off all the lights	
Make sure the all doors are locked	

It is agreed by both parties that the facility was left in a neat and orderly manner. Additionally, both parties have inspected the room and found nothing damaged.

County Authorized Signature

Date

User's Signature

Date

STOREY COUNTY FIRE DISTRICT
P.O. BOX 603
VIRGINIA CITY, NV 89440
FACILITIES USE FORM

NUMBER: 005 - F1
EFFECTIVE DATE: 10-6-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW_

DATE: _____

LOCATION REQUESTED

DATES REQUESTED

TIME

STATION 71- VIRGINIA CITY

☐ Main Station *Apparatus Bays (subject to sudden revocation due to inclement weather)*

☐ Station

☐ Training Building

STATION 72- HIGHLANDS

☐ Office

☐ Station Apparatus Bays (subject to sudden revocation due to inclement weather)

☐ North Building Meeting Room

STATION 3- SIX MILE

☐ Meeting Room

☐ Apparatus Bays

STATION 74- LOCKWOOD

☐ Station Apparatus Bays (subject to sudden revocation due to inclement weather)

☐ Meeting Room

STATION 75- LOCKWOOD TRI

☐ Apparatus Bays

☐ Meeting Room

Special Equipment Needed (if any): _____

Purpose of Meeting: _____

Expected Attendance: _____ Will Admission be charged: _____

We hereby certify that we shall be personally responsible, on behalf of our organization for any damage to fire department buildings, grounds, or property growing out of the use of said facilities or equipment by our organization. We further agree to assume all liability associated with the use of the facilities and equipment, and to:

- ☐ 1. Purchase short term liability insurance for the event(s) mentioned in the above for each day of the event(s)
- ☐ 2. Request a waiver of the insurance requirements as provided for under County Policy
- ☐ 3. A cleaning deposit of \$100.00 is required that will be refundable if facilities are left clean, trash is taken away, and tables and/or chairs are returned to their original places. If you move tables around, please put them back where you found them.

Storey County shall be named as the additional insured party and the county shall be held harmless of any claim arising out of said event(s).

Organization: _____ Phone: _____

Address: _____ City/State/Zip: _____

Signature: _____ Date: _____

Fire Chief Approval: _____ Date: _____

Scheduled: _____ Date: _____

Storey County Fire Department District
Agreement for Building Usage

General Rules and Guidelines Governing the Training Building Usage:

1. No vehicles shall be parked in the fire departments district driveway, red zones or in a manner to block any apparatus from being rapidly deployed. Parking for fire departments district personnel when responding to emergency alarms shall be considered.
2. The on-duty firefighter shall be contacted when you arrive at the facility. This person will open the building for you, assure that it is in a neat and tidy state and show you where everything is located in the building.
3. Upon completion of your use you will need to contact the on-duty firefighter again and walk through the facility with the attached check off form. After all of the items on the check off form have been signed off you will need to sign the bottom of the form as will the firefighter. This signature will assure that all items have been addressed.
4. There shall be no smoking or vaping within county buildings at any time.
5. Maximum occupancies shall be reviewed with you by the county staff member opening the facility. These occupancy loads shall not be exceeded under any conditions.
6. A cleaning deposit of \$100.00 is required will be refundable if facilities are left clean, trash is taken away, and chairs/tables are returned to their original places.

Chairs returned to a neat and orderly manner <i>(or returned to stacked position)</i>	
Assure nothing is left on tables	
Vacuum or sweep area	
Close all blinds	
Wipe down dry erase boards	
Empty garbage	
Place tables back to their original position <i>(or returned to stacked position)</i>	
Turn off all the lights	
Make sure the front door is <i>doors are closed and</i> locked	

It is agreed by both parties that the facility was left in a neat and orderly manner. Additionally, both parties have inspected the room and found nothing damaged.

Fire Department District Signature

Date

User's Signature

Date

Deposit Fee \$ 100.00 Check No. _____

Date Returned: _____

By: _____

STOREY COUNTY
FACILITIES & PROPERTY USE
PUBLIC WORKS FORM

NUMBER:	005 – F2
EFFECTIVE DATE:	10-6-09
REVISED:	<u>02/20/18</u>
AUTHORITY:	BOC
COUNTY MANAGER:	<u>PAW</u>

Sponsor's/Applicant Name: ____

Residence Address: ____ City: ____ State: ____

Cell Phone: ____ Home Phone: ____

Contact Person's Name, day of the event: ____

Contact Number day of the event: ____

Date(s) of Event: ____

Event Time(s): ____

Requested Location:

☐ Ball Field- Day Use ☐ Ball Field – Night Use
☐ Gazebo & Picnic Area ☐ Skate Park

A description of the proposed use, event or activity: ____

Please estimate the expected attendance: ____

MINER'S PARK FEE SCHEDULE (per day unless otherwise stated):

Ball Field – Day use:	\$ 100.00	Number of Days
Ball Field – Lights:	\$ 15.00 per hour	Number of Hours
Gazebo/Picnic Area:	\$ 100.00	Number of Days
Skate Park:	NO Fee	
**Cleaning Deposit:	\$ 100.00	Number of Days

**The cleaning deposit of \$100.00 will be refundable if facilities are left clean, trash is taken away, and picnic tables are returned to their original places. If you move tables around, please put them back where you found them.

init We hereby certify that we shall be personally responsible, on behalf of our organization, group, or individual for any damage to Storey County buildings, grounds, or property growing out of the use of said facilities, property, or equipment by our organization, group or individual.

init We further agree to assume all liability associated with the used for the facilities and property and to indemnify Storey County and its employees against any claims for personal injury and property damage.

Signature of Applicant

Date

Please returned form to: Storey County Public Works
 PO Box 435
 Virginia City, NV 89440

Phone: (775) 847-0958

Official Use:

Date Application Received:

Date Usage Fee Received:

Check Amount \$

Check No

Received By: _____

Deposit Fee \$ 100.00 Check No.

Date Returned:

By: _____

Approval ☐

Date: _____

Authorized Signature

Special Conditions Required:

Denied ☐

Date: _____

Authorized Signature

Reason for denial:

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 005
EFFECTIVE DATE: 10-6-09
REVISED: 02/20-18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: USE OF PUBLIC BUILDINGS AND PROPERTY

- I. PURPOSE:** To establish guidelines for use of county owned and operated buildings and /or property for a public purpose. This includes any and all facilities that are under lease, rent, or control, as well as owned buildings by the county. County ~~owned~~ buildings and grounds that are leased to non-profit organizations are exempt from all provisions of this policy, as permission to utilize these leased properties are subject to the organizations discretion.
- II. POLICY:** Any member of the general public, regardless as to county of residence, may request the use of a county building or property, providing they meet the criteria in this policy and other county policies as applicable.
- III. PROCEDURE:**
- A.** Facilities and property use form for an activity which involves the use of county buildings or other public property owned or controlled by the county shall be filed with the County Manager or his/her designee. Facilities use form for the use of a fire ~~Department~~ district building and Training Center or facility shall be filed with the fire ~~Department Main Office~~ district office. Facilities and property use form for the use of Miners Park shall be submitted to the Public Works Director.
- Such applications shall be filed at least ~~thirty (30)~~ 30 days prior to the date of the ~~event~~ anticipated use of the building or facility. The County Manager, Fire Chief, or Public Works Director respective to the requested facility, or his/her designee shall have the authority, in his/her discretion, to consider any application which is filed later than the time prescribed in this section.
- B.** Applications shall be upon a form which is furnished by or acceptable to the County Manager and or his/her designee. Each application shall contain full, complete and detailed information including, but not limited to, the following:
1. The ~~county~~ property and the specific area or areas thereof which will be utilized in connection with the proposed use, event or activity;
 2. A description of the proposed use, event or activity;

- a. Political forums must allow no candidates or all candidates (all or none) that have filed with the County Clerk or Secretary of State or any registered political committees chairman time to represent their views;
 3. The estimated expected attendance;
 4. The date or dates and the specific times thereof that the property is to be utilized for the described use, event or activity;
 5. The name, address, telephone number and e-mail of the person, entity or organization sponsoring, conducting or responsible for the proposed use, event or activity; and
 6. Any additional information which deem reasonably necessary to a fair determination of the application.
- D. The respective County Manager, Fire Chief, or Public Works Director, or their designee, may issue approval if it is determined that the following criteria have been met:
1. The proposed use of the property is not governed by or subject to any other permit procedures provided elsewhere in county code or other applicable laws, rules or regulations;
 2. May be required to purchase a short-term liability insurance for the event mentioned in the Facilities/Property Use Form, show Storey County or Storey County Fire Protection District, whichever applies, named as the additional insured party and the county shall be held harmless of any claim arising out of said event;
 3. Pay any fee if applicable and a cleaning deposit of \$100.00 is required that will be refundable if facilities are left clean, trash is taken away, and chairs/tables are returned to their original places;
 4. Must abide by the General Rules and Guidelines Governing the County Building and Property Usage Agreement;
 5. Persons who use these designated areas must not interfere with County operations in any way, hinder any person entering or exiting a County building, or obstruct access by public safety personnel;
 6. Does not compromise the safety of employees or occupants;
 7. Is consistent and appropriate to reasonable decorum standards;

8. Must not exceed posted occupancy loads at any time;
9. Must adhere to the County no smoking policy and
10. Alcohol on county or fire district owned and/or managed property may be permitted on an exception bases only by the County Manager or Fire Chief, as applicable. County parks are exempt from this provision.

C. Public Building for the use of any person to gather signature on a Petition:

1. In accordance with NRS 293.127565, "at each public building that is open to the public and occupied by the government of this state or a political subdivision of this state or an agency thereof, an area must be made available for the use of any person to gather signatures on a petition at any time that the building is open to the public." The following areas have been designated as locations where signatures may be gathered or for use as designated Public purpose, in Storey County buildings:

COUNTY BUILDINGS:

Historic Storey County Courthouse
26 South B Street,
Virginia City, Nevada

Designated areas in public buildings other than those listed will be identified on an as requested basis, by decision of the County Manager or his/her designee.

IV. RESPONSIBILITY FOR REVIEW: The County Manager shall review this policy as needed or at least once every five years.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 006
EFFECTIVE DATE: 10-6-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: USE OF EMPLOYER PROPERTY AND PREMISES

- I. PURPOSE:** To establish policy on employee use of county property.
- II. POLICY:** Employees will use Storey County's property, equipment and facilities only for work-related purposes as directed or approved by an ~~Elected Official, Dept. Head, County Manager or Supervisor~~ the department head and subject to approval by the County Manager or his/her designee. Exceptions to this policy will be granted in accordance with County Policy 005 Use of Public Buildings and Property or as provided for in any collective bargaining agreement. ~~contract~~.
- When using property, equipment and facilities employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standard and guidelines.
 - Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of Storey County.
 - Employees are prohibited from making unauthorized copies, any other unauthorized use of or allowing or facilitating the unauthorized possession by others of Storey County keys or other access devices.
 - The County Manager or his/her designee may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by Storey County to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol and illegal drugs and prohibited substances. Prior notice to employees that Storey County owned property or space is to be searched is not required. A search may be conducted either in or outside the employee's presence.

RESPONSIBILITY FOR REVIEW: The County Manager or his/her Designee shall review this policy as needed or at least once every five years.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 007
EFFECTIVE DATE: 10-6-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: FACILITIES MAINTENANCE AND PROJECT ASSISTANCE

- I. PURPOSE:** To establish guidelines for requesting county facilities maintenance or special project that requires assistance from the Public Works Department.
- II. POLICY:** Any ~~Elected Official, Department Head or Supervisor~~ Department head or supervisor may request from the Public Works Director, facility maintenance work and/or special project assistance.
- A) A written request must be filled-out see on Form 007-F.
 - B) The department shall request as far in advance as possible before the date needed.
 - C) Emergency requests will be accepted by calling the County Manager, Fire Chief, or Public Works Director, or their designee, whichever is applicable, followed-up with a written request.
 - D) If the department has a budget amount to cover the expense or project it must provide the County Manager, Fire Chief, or Public Work ~~Department~~ Director, or their designee, whichever is applicable, with an account number.
 - E) If no budget amount is allocated, the expense must be approved by the County Manager or ~~County~~ Comptroller.

The ~~Public Works Director~~ Fire Chief or Public Works Director, as applicable, shall prioritize the requests at his discretion, based on current projects and availability of work crew. If any disagreement arises items shall be brought before the County Manager for resolution.

RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

**STOREY COUNTY PUBLIC WORKS
FACILITY MANAGEMENT SECTION
PROJECT ASSISTANCE REQUEST**

NUMBER:	007-F
EFFECTIVE DATE:	10-6-09
REVISED:	<u>02/20/18</u>
AUTHORITY:	BOC
COUNTY MANAGER:	PAW

DATE: DEPARTMENT:

LOCATION/BLDG:

PROJECT NAME:

DESCRIPTION OF PROJECT:

DATE NEEDED:

(SOON/RUSH & ASAP ARE NOT DATES)

CONTACT PERSON:

TELEPHONE NUMBER:

ARE BUDGET DOLLARS AVAILABLE FOR THIS PROJECT: YES ☐ NO ☐

IF YES BUDGET ACCOUNT NUMBER TO USE:

IF NO COUNTY MANAGER/COMPTROLLER APPROVAL REQUIRED

DEPARTMENT HEAD/REPRESENTATIVE

NOTE:

** Submit all requests as far in advance as possible before date needed.

** Emergency requests will be accepted by calling 847-0958/745-4354; please follow-up with written request.

** Only requests from department head or designated representative will be accepted.

**RETURN COMPLETED FORM TO
PUBLIC WORKS OFFICE OR FAX TO: 847-0947
OR E-MAIL TO: PUBLICWORKS@STOREYCOUNTY.ORG**

FOR OFFICE USE ONLY

REQUEST RECEIVED:
PROJECT START DATE:
PROJECT COST:

PROJECT APPROVED:
PROJECT COMPLETE DATE:

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 009
EFFECTIVE DATE: 10-6-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: GENERAL COMMUNICATIONS

PURPOSE: The county organizational structure provides an effective means for general administration and operations.

POLICY : The county structure should be utilized whenever it is necessary to discuss the operations of the department. When someone has a problem regarding their dealings with a specific employee or organizational unit, they must be encouraged to discuss this problem with the unit supervisor; if the problem cannot be solved at this level, it should be elevated up through the departmental structure. The final arbitrator for organizational issues is the department head/elected official in charge, except as may be provided by a collective bargaining agreement.

PROCEDURES:

- A. This policy applies to all normal operations of the county. Communications should flow up, down, from the department head/elected official to the person carrying out the instructions, and across between similar levels for day-to-day operations. In emergencies, it may be necessary to circumvent this policy to correct the specific responsible officials, supervisors, etc., informed of that which transpired.
- B. Routine questions for the purposes of obtaining information regarding specific reports, and services provided by an employee may be obtained directly – if that employee is available.
- C. Each department should document how their chain-of-command functions and have this generally available for employees and the public. The organizational chain has developed over the years and the concept has withstood the test of time. It is essential for the effective direction of the county. Conversely, going around the chain, while possibly effective for a single issue, can result in general discord and interfere with effective management direction. End-runs are discouraged by county policy. (Contact the Personnel Director for the County and Department organizational charts).

RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES

NUMBER: 010
EFFECTIVE DATE: 04-07-2009
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

I. **PURPOSE:** To provide direction to management for the use and assignment of county owned vehicles and equipment.

II. **POLICY AND PROCEDURES:**

A. **Driver responsibilities.**

Use of county vehicles and equipment ~~will be~~ is limited to county employees who, by the nature of their duties, have a need to operate such equipment. Vehicles will not be assigned to employees as a personal benefit of their position. Abuse or misuse of vehicles or equipment will result in disciplinary action. Employees who are charged with the operation of county vehicles will be responsible as follows: for the following:

1. Maintain a valid Nevada driver's license or commercial driver license (CDL) appropriate to the class of equipment operated.
- ~~2. Regular operator maintenance checks for: fluid levels, tire pressures and all safety items.~~
- ~~3. Maintain a clean and safe vehicle.~~
2. Maintaining a clean and safe vehicle, and reporting known mechanical and/or safety issues to the department head and/or service division.
3. Timely delivery to the county service shop for all preventive and mechanical maintenance and repairs.
4. Reporting any accidents to the designated county risk manager.
5. Being properly skilled to operate equipment in a safe manner.
6. Drive and operate safe and sober.
7. Wear a seatbelt and ensure that all passengers are wearing a seatbelt at all times while the vehicle is in motion.
8. Respect traffic laws and fellow drivers.
9. If applicable, wear glasses or contacts when driving.
10. Document driving-related expenses such as fuels and tolls.
11. Check the vehicle regularly to ensure sufficient fuel, tire pressure, oil, transmission fluid, power steering fluid, belts.
12. Check the vehicle regularly to ensure proper operation of lights, brake lights, turn signals, and mirrors.
13. Report any damages or problems with the vehicle to the vehicle service division as soon as possible.

14. Not operate any vehicle which is dangerous or perceived to be potentially dangerous to the driver, vehicle occupants, or others.
15. Not operate any vehicle if the employee feels fatigued and/or sick so that his/her driving ability may be impaired.
16. Not drive under a suspended or revoked driver license.
17. Not enable vehicle theft due to negligence (e.g., failure to park the vehicle in a secure, well-lit area or parking garage, failure to lock the doors, leaving the keys in plain view, leaving the vehicle running while unattended, etc.).

B. Vehicle restrictions

The following are prohibited uses of county vehicles and/or equipment:

1. Smoking or vaping;
2. Leasing, selling, or lending;
3. Violating distractive driving laws by using a phones and handheld devise, or texting while driving;
4. Using a county vehicle to teach someone to drive, except as part of official field training of a county employee;
5. Leaving a county vehicle unlocked, unattended, or parked in dangerous areas, except as expected in the line of duty, e.g., construction areas, road shoulders, etc.;
6. Allow unauthorized person to operate a county vehicle or equipment.

C. Employer's obligations

The employer will ensure that all county vehicles and equipment are maintained and in safe operating condition. The employer will:

1. Schedule periodic maintenance;
2. Provide a copy of this policy to all employees who are assigned a county vehicle or equipment, or who operate a county vehicle or equipment;
3. Maintain proper insurance and registration of each vehicle.

D. Fines and bail

1. The employer is not responsible for paying traffic, parking, toll violations, and other fines that the employee/driver accumulates while driving a county vehicle, or while driving his/her private vehicle in the line of duty.
2. The employer is not responsible for paying impound fees or fines related to the employees illegal or gross negligent use of the county vehicle or his/her personal vehicle while in the line of duty.
3. The employer is not responsible for bailing out or paying for bail, or other fines, etc., for an employee who is arrested while driving a county vehicle or his/her personal vehicle in the line of duty.

E. Take-home county vehicles

The decision to allow a vehicle to be taken home will be based on the operational

needs of the department. Employees whose position requires them to be called out in a situation critical to public safety, or who are specifically equipped to respond to a situation critical to public safety, may be authorized to travel from home to work. Vehicles assigned to employees residing outside Storey County will be approved on a limited exception basis only where strong business justification exists. The County Manager must approve all requests.

F. Numbering, licensing, and classification

When a vehicle is purchased for county use, the title and odometer statement will be forwarded to the Comptroller. The Comptroller will assign a permanent equipment number to the vehicle. Prior to delivery of the equipment to the requesting department, the department head will apply all required identification to the vehicle, ensure all registration procedures are completed, install license plates, add safety equipment, inspect the vehicle for any defects, and verify that a fixed asset form has been completed and submitted to the Comptroller's office. The vehicle will then be released for department use.

G. Passengers in county vehicles

Transporting passengers in county vehicles that are not county employees is restricted to the following conditions:

1. Disasters caused by fire, flood, earthquake or other natural causes;
2. Any impairment of the health or safety of an individual;
3. Persons traveling with a county employee in the course of official county business.

III. RESPONSIBILITY FOR REVIEW: The County Manager and or Department Head is responsible for review of this directive as needed at least every 5 years.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 011
EFFECTIVE DATE: 11-3-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: USE OF PRIVATE VEHICLES

- I. PURPOSE:** To establish guidelines when employees use private vehicles for county business.
- II. POLICY:** County vehicles should be used when available before employees on county business may travel using their private vehicles. An employee using ~~their~~his/her own vehicle for county business must maintain current registration, license, and vehicle insurance.

Employees involved in accidents driving private vehicles while on county business must notify their department head as soon as possible. The employee's vehicle insurance policy is the primary coverage for damages to any private vehicle being used while on county business. The county's insurance provides no coverage on the employee's vehicle. Reimbursement for use of a private vehicle must meet the requirements of NRS 245.060 and/or 245.062 and county Policy #004 Travel Policy section VI (F).

If a personal vehicle is used as personal preference when a county vehicle is available, mileage will be reimbursed at 50% per NRS 281.160(3).

1. Reimbursement will be at the IRS allowed mileage rate in effect January 1st of each year.
2. Reimbursement is to be requested on the Travel Expense Claim form (See Policy 004 Travel Policy, Attachment A Form F004-A). The claim form should be filled out as completely as possible and with back-up information. Odometer readings are not required.
 - Mileage to the Reno-Tahoe Airport will be reimbursed based on 30 miles round trip from Virginia City.
 - Mileage will be reimbursed for business related trips to Carson City and Reno, based on 17 miles from Virginia City to Carson City, and 32 miles from Virginia City to Reno.
 - Mileage will be reimbursed for business related trips to the Tahoe-Reno Industrial Center based on 60 miles round-trip from Virginia City.

- III. RESPONSIBILITY FOR REVIEW:** The County Manager's office will review this policy every 5 years.

STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES

NUMBER 012
EFFECTIVE DATE: 11-3-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: COUNTY VEHICLE MAINTANENCE

I. **PURPOSE:** To provide direction for the administration of the County's Service Department.

II. **POLICY:** The Board of County Commissioners, Elected Officials and County Manager's Office recognize the substantial investment in the county's vehicles and equipment assets that are required by the county agencies in their delivery of services to the public:

A) ~~The Vehicle Maintenance Division shall operate as an Internal Service Department and provide maintenance services to all County Agencies. The Internal Service Department operates as a division of the Public Works Department, by providing vehicles and equipment services which includes maintenance, record keeping and operating needs. All vehicles and equipment ownership will reside in the owning department's fund. The Public Works Department will maintain a division therein dedicated to the service, maintenance, and repairs of county vehicles and certain specialized equipment.~~

B) **Vehicle maintenance procedures**

1. ~~It is recommended that vehicle and equipment maintenance be serviced by Storey County Internal Service Department, but not required. This policy advises that vehicles and equipment should be maintained and repaired to the extent possible and practicable by the county vehicle service division. Repairs and service related to warranty and recall, requiring specialized tools and expertise beyond that of the service division, or which is otherwise best suited to be completed outside of the service division may be completed as such.~~
2. Vehicle service and repair records will be kept on each county vehicle and equipment managed by the service division. Each record will indicate the make, model, year, and vehicle identification number (VIN), along with a listing of repair orders, procedures performed, dates of repair and services.
3. The service division will keep each vehicle and equipment properly lubricated, free of and grease leaks, full of necessary fluids, with good standing tires, and in safe operating condition.
4. The service division will place in a conspicuous visible place (e.g., on dash, near gauges, inside of windshield, etc.) on each vehicle a label

indicating the next needed scheduled service. The department head or vehicle operator must notify the service division when the vehicle has reached the indicated mileage for needed service. The request may be made by telephone or email; however, the department head must also submit Form 012F at the time of maintenance.

5. ~~A maintenance or vehicle repair request shall be submitted to the Internal Service Department Automotive/Equipment Specialist (See form # 012-F). The Service Dept. will accept phone calls to schedule appointment, however Department must also submit Form #012-F.~~
 6. The ~~Automotive/Equipment Specialist~~ service division manager shall prioritize the requests at his/her discretion based on current project schedules and accessibility to required parts.
- C) ~~Elected Officials, Dept. Heads or Supervisors shall be~~ The department head and the vehicle operator are responsible for the vehicles that have been assigned for their use. They are responsible for the following:
1. Motor oil, transmission oil, power steering fluid, and engine coolant and battery fluid levels shall ~~be~~ must be checked periodically to ensure that they are maintained at standard operating levels. No vehicle shall may be operated with levels below the recommended standards. If a fluid is found to be too low, the department head or vehicle operator will request the service division to add the proper fluid and quantity. If insufficient fluid quantity is discovered during a trip not near the service division, the vehicle operator will contact the service division by phone or other means in order to be directed to add the proper fluid and quantity. Upon return to the county, the department head or operator will immediately contact the service division to check the fluids and/or make necessary repairs.
 2. Mechanical malfunctions shall ~~must~~ be reported promptly to the service division and to the department head. When continued operation of a vehicle is likely to cause further damage or constitutes a safety hazard, the vehicle shall be immediately taken out of service until it is inspected by ~~a mechanic~~ the service division and or repaired if required. Arrangements for repairs shall be made promptly and without unnecessary delay.
 3. No employee may be disciplined for refusing to operate a vehicle which may be a safety hazards or is perceived to potentially be a safety hazard. An employee may be disciplined if s/he knowingly operates a vehicle with a known safety hazard.
- D) ~~The vehicle maintenance is~~ Maintenance and repairs of vehicles will be charged back to the department of ownership ~~for the cost of any special maintenance requirements the department or agency may require. where the vehicle is assigned.~~

RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

STOREY COUNTY MAINTENANCE REQUEST/ VEHICLE OR EQUIPMENT REPAIR

Date:		Department:	
Reported by:		Phone:	
Vehicle License #:		Vehicle Year:	
Vehicle Make:		Billing Acct:	
Urgency of Repair			
<input type="checkbox"/> Unsafe	<input type="checkbox"/> Possible Unsafe	<input type="checkbox"/> Normal Maintenance	<input type="checkbox"/> Unknown
Detailed Description of Problem:			
Possible Repair:			
Note Corrective Action Taken Here:			
Signature:		Title:	
<p>** NOTE: You may call the Service Dept, but must bring with you or fax your request to the Service Dept: (775) 847-0947</p>			
Service Dept Dept <u>Division</u> Only			
Date: Received:		Received By:	
Scheduled Repair Date:		Signature	
Special Notes:			

STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES

NUMBER 013
EFFECTIVE DATE: 11-3-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: County Fuel Pumps & Fuel Card Administration

- I. **PURPOSE:** Provide easy, secure, and accountable access to fuel for county motor vehicles.
- II. **POLICY:** Motor vehicle fuel for county vehicles ~~only shall~~ may only be obtained from the county ~~fuel pumps~~ fueling stations/pumps or with pre-authorized fuel purchase cards. Fuel may only be purchased at a commercial fueling station in emergencies or ~~for~~ during travel out of the area.
- III. **PROCEDURE:**
- A. County fueling stations. ~~County fuel pumps authorized users that have been given a card or key to access pumps by the appropriate authority.~~
1. The county will provide and maintain fueling stations at designated places at the south and north ends of the county. The fueling stations may only be used by authorized county employees that have been issued a fuel card and/or purchase card, or a key to access the pumps by the Comptroller.
 2. The fueling stations may only be used by authorized county employees, for county vehicles, and for official county business. No employee may obtain fuel from a county fueling station for his/her personal vehicle or use or for the use of his/her family or associates.
 3. If an electronic fuel management system is not in place, employees must fill out a fuel log, with county vehicle plate, mileage, gallons filled, department, employee name, and date. If an electronic fuel management system is used, the employee must enter the vehicle's mileage, his/her identification information, and other information required by the system. The Comptroller's office must manage the electronic data base, management system, and financial tracking system.
 4. Each department will be billed monthly ~~usage from~~ based on the fueling records from the log or electronic management system.
 5. Employees must immediately report to the Comptroller or the Public Works Director any damage, malfunctions, leaks, safety hazards, or suspicious circumstances (e.g., suspected scam card-reader) at the fueling station. Potential safety hazards must be reported immediately to the Public Works Director. The employee must immediately report suspicious

persons or criminal activity occurring at the fueling station to the Sheriff's Office.

B. **Fuel cards and purchase cards.** ~~Pre Authorized fuel cards can be used at commereial stations:~~

1. Pre-authorized employees may be issued a fuel card or purchase card which may be used to purchase fuel at a commercial fueling station.
2. Cards shall will be issued by ~~County~~the Comptroller to pre-authorized employees.
3. Cards may only be used at commercial stations in emergency situations or during travel out of the area. Employees must otherwise obtain fuel from the county fueling stations.
4. ~~Company and~~ County regulations shall be followed by all authorized employees.
5. Any disputes shall be reconciled within 30 days by the department to which the card was issued ~~within 30 days~~, and the department will notify the ~~County~~ Comptroller immediately of the results. Disputes which cannot be resolved by the department will be forwarded to the Comptroller.
6. No employee may obtain fuel by use of the county fuel card and/or purchase card for his/her personal vehicle or use or for the use of his/her family or associates.

~~C. NO employee shall utilize the county fuel pumps or fuel cards for his or her personal vehicle.~~

- C. Any lost or stolen fuel card or key shall be immediately reported to the ~~to the~~ persons ~~immediate supervisor, then through the chain of command to the department head/elected official.~~ the department head or supervisor. The supervisor must immediately report the issue to the department head. The department head/~~elected official~~ shall must immediately report this loss to the County Comptroller. The supervisor or department head is responsible to and cancel lost or stolen fuel cards and/or purchase cards as appropriate after consultation and concurrence with the County Comptroller, or when the Comptroller cannot be reached.

- D. Disciplinary action up to and including termination may result for employees who misuse county fuel privileges.

RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 015
EFFECTIVE DATE: 11-3-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: MAILING PROCEDURES

I. PURPOSE: To provide mail delivery service to Storey County offices.

II. POLICY:

1. Each individual county office and/or department is responsible for pick-up and delivery of ~~their~~ *its* mail by the following:
 - a) U.S. Mail
 - b) United Parcel Service
 - c) Federal Express
 - d) Interdepartmental
2. The county will provide and maintain a postage machine at the County Clerk's office. Each office and department must budget for anticipated postage expenses. Postage metered at the county postage machine will be properly debited against the department's budget.
3. County funded postage machine and postage shall be used for county business only.
- ~~4. The county shall provide postage machines throughout the county facilities, approval of the postage machines shall be authorized by the County Comptroller or County Manager.~~
4. E-mail Transmittals: The use of ~~Storey County~~ *county email and* information technology resources ~~should~~ *must* be for purposes related to the county's mission of public service. Appropriate incidental personal use of technology resources is an accepted benefit, as long as it does not result in any measurable cost, *including time taken away from normal work*, to the county. Incidental personal use must adhere to all applicable county policies, ordinances and specific departmental policy (see IT Policies #020 ~~to~~ *through* #028).

III. RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

STOREY COUNTY
CELLULAR TELEPHONE AND VOICE/DATA
AUTHORIZATION FORM

Date: County Department:

Request for Employee:

Budget Account: Fund Dept Account No.

Service Start Date:

Expected Usage: ☐ Low ☐ Medium ☐ High ☐ Other:
Other Describe:

Justification:

Requested by:

Authorized Signature

☐ Approved Date:

☐ Denied Date:

Reason:

Signature

Title

STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES

NUMBER: 016
EFFECTIVE DATE: 11-3-09
REVISED: 02/20/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: TELEPHONE and WIRELESS DEVICE PROCEDURES

- I. **PURPOSE:** To establish a policy regarding the use of wireline and wireless telephone usage.
- II. **POLICY:** Telephones, wireline and wireless, are provided with the intent to allow an employee to conduct official county business.

A) **GUIDELINES REQUIREMENTS**

1. **General usage:** The county recognizes that on occasions an employee while on-duty may need to make or receive personal phone calls or text messaging on his/her personal or county-owned phone or device. All such ~~calls and/or messaging communications~~ must not interfere with county business and ~~should~~ must be kept brief. Employees may not make personal calls while on-duty or anytime on county-owned cellular phones/devices that are related to businesses they own or participate in. Employees may only make personal calls and use cellular phones/devices when such does not ~~that do not~~ incur an additional or direct charges to the county. If additional charges are incurred, the employee shall reimburse the cost of the call to the county. If a situation arises ~~and that~~ the employee must use a county phone that may incur additional charges, the ~~Dept. Head~~ department head may waive additional fees to be paid by the employee, subject to approval by the Comptroller.
2. **Calls during meetings:** Employee's personal cell phone/devices must be turned off and/or calls forwarded to the message feature during meetings, training and/or working hours, unless specifically required and authorized by management or their direct supervisor. This includes calling, emailing, text messaging, social media, and digital photography that are not directly related to work.
3. **Motor vehicle phone/device use.** Employees on-duty and/or conducting official business at any time while operating a motor vehicles ~~are encouraged to~~ must use hands-free devices for cell phones/devices while the vehicle is in motion. ~~It is recommended that employees~~ If a hands-free device is not available, the employee must pull off the road at a safe and legal place and safely stop before placing or accepting calls or checking and sending messages. The employee regularly driving a vehicle in the line of county business, and who is driving a vehicle not equipped with hands-free communications equipment, may request to the department head a blue-tooth or other hands-free device for use in the vehicle. Employees are neither required nor expected to use a cell phone/device while the vehicle is in motion. Text messaging, except voice operated hands-free texting, is prohibited while driving

regardless if the cell phone is issued by the employer or is privately owned by the employee while operating a motor vehicle. This policy does not include passenger use of cell phones/devices.

B) RESPONSIBILITIES

1. ***Department policies.*** It is the responsibility of the ~~elected officials; department heads and supervisors~~ department head to monitor the department's phone usage and the ongoing cost of the telephones and cellular devices. This policy does not prohibit a department head ~~or elected official~~ from developing a more restrictive written policy for the department; that has been approved by the County Manager. He/she shall take appropriate action to remedy any misuse of the telephone/cellular device by their employee up to and including discipline or removal of the telephone from the use of the employee.
2. ***Auditing and controls.*** The Comptroller may on occasion audit county phone and device usage, without notice to the department ~~or user~~, to insure that use is appropriate and that prudent fiscal management guidelines are followed. This periodic review shall include an assessment of each authorized employee's need to use cellular phone service for business purposes. Should inappropriate use be discovered, the Comptroller will present the findings to the ~~Department Head or Elected Official~~ department head, and possibly the County Manager, for appropriate action.

C) ELIGIBILITY FOR CELL PHONE/DEVICE

1. ~~An Elected Official, Dept. Head or Supervisor~~ department head may submit a request to purchase a cell phone to the County Manager and/or County Comptroller on Form 016-F.
2. The department head shall justify the eligibility to receive a phone by the following:
 - Safety requirements indicated having cellular phone service is an integral part of performing duties of the job description;
 - More than 50% of the employee's work is conducted in the field;
 - The employee is required to be contacted on a regular basis in the field and/or the employee does not have an office; (No office)
 - The employee is required to be on-call outside of normal work hours as a job requirement; or
 - The employee is a critical decision maker.
3. Request the plan minutes per month that the employee is likely to expend and if the device allows messaging, email retrieval, internet use, ~~and~~ etc, what is the likely cost for these services.

RESPONSIBILITY FOR REVIEW: The County Manager or his/her designee will review this policy every 5 years or sooner as necessary.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 017
EFFECTIVE DATE: 02/20/18
REVISED:
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: SOCIAL MEDIA

I. Policy

This policy provides uniform guidelines by which information regarding Storey County activities, issues, initiatives, warnings, and general information will be disseminated using social media. This includes assessing and managing comments and replies, managing social media as a public record, and to provide guidance on the use of linking to Storey County's public website. This policy also establishes guidelines for the use of social media for county employees. This policy applies to all county staff and officials including employees, supervisors, appointed and elected officials, administrators, and computer and network technicians (hereinafter "department heads").

II. Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to one's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Storey County, as well as any other form of electronic communication.

The same principles and guidelines found in Storey County policies and three basic beliefs apply to the employees' activities online. Ultimately, the employee is solely responsible for what s/he posts online. Before creating online content, the employee must consider some of the risks and rewards that are involved, and keep in mind that any of the posted conduct that adversely affects job performance, the performance of fellow associates, or otherwise adversely affects members, customers, suppliers, people who work on behalf of Storey County or county legitimate business interests may result in disciplinary action up to and including termination.

III. Use of Social Media by Storey County and its Departments and Offices

A. All Storey County social media sites posted by department heads, or their designees, will be subject to approval by the County Manager.

1. The following are Storey County's official social media platforms:
 - a. Facebook

- b. Twitter
- c. Youtube
- 2. Storey County will use social media sites as a method to disseminate public information and as a promotional tool to increase the county's ability to broadcast its message to the widest possible audience.
- 3. Contents posted by county social media will also be available on the county website.
- 4. Wherever possible, contents posted to the county's social media should contain links directing users back to the county's official website for in-depth information, forms, documents, or online services necessary to conduct business in the county.
- 5. Storey County supports open dialogue and the exchange of ideas; however, the county's social media is and will be treated as a non-public forum for First Amendment purposes.
- 6. Given the immediate nature of social media, Storey County will take a controlled, strategic, respectful, and thoughtful approach to the use of social media to ensure information is current and appropriate and responsible to posts, constituents, requests, and questions that are accurate and timely.
- B. Department heads in accordance with this policy will be responsible for the content and upkeep of any social media the department creates. The County Manager or his/her designee is responsible for the dissemination of emergency management social media messages and warnings. Content related to crisis or emergency communications must conform to the policies and procedures contained within the relevant emergency operations plans. Public safety messages, warnings, and emergency alerts will be published on county owned and operated pages in order to ensure that contents are recorded.
- C. All county social media will comply with all appropriate county policies and procedures.
- D. All county social media will remain public in nature.
- E. The District Attorney's office, upon request, is responsible for reviewing the legal terms and conditions required for creating social media accounts and for determining what information is confidential, privileged, or otherwise exempt from public access and disclosure.

IV. **Employee Social Media Requirements**

- A. Storey County social media sites are subject to Nevada state public records laws.
 - 1. Any content maintained in a social media format that is related to Storey County business, including a list of subscribers and posted communications, is a public record.
 - 2. The department head maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media and must direct the public request to the relevant department public records person pursuant to the county's policies and procedures.
 - 3. Contents related to county business will be maintained in an accessible format and so that it can be produced in response to a request.

4. Wherever possible, such sites will indicated that any article and any other content posted or submitted for posting are subject to public disclosure.
- B. Nevada state records retention schedules apply to social media formats and social media content. Direct messages sent to social media accounts will be treated as general correspondence and kept in accordance with the retention schedule provide by the Nevada State Library and Archives (see <http://nsla.nevadaculture.org/>).
- C. All use of Storey County social media will comply with applicable state, federal, and local laws.

V. **Social Media on Behalf of Storey County**

A. Selection of Social Media Accounts:

1. The account must be accessible to anyone above the age of 18 and available free of charge to users. No site that limits access to service based on race, ethnicity, religion, sexual orientation, or physical ability may be used by Storey County.
2. Accounts set up for the purpose of communicating with the public on behalf of the county must be approved and created by the County Manager or his/her designee, designated public information officer, department head, and identified as a department of Storey County, Nevada, and use either the logo of Storey County, Storey County Fire Protection District, Storey County elected office (i.e., Assessor, Clerk/Treasurer, Recorder, Sheriff, Justice Court).

VI. **Content/Use by Others**

A. Information posted or pages created on behalf of Storey County must:

1. Directly pertain to Storey County, its departments or services;
2. Contain public information, which is not considered confidential under county, state, or federal laws or policies;
3. Not contain any personal information;
4. Images, photographs, sound, audio, and video of a public place, person in a public place, or public event participants may be published or posted as long as the media are associated with county news, public event, service, activity, program, or other affair of legitimate public interest or concern without the expressed permission of the person being imaged, photographed, audio recorded, or video recorded.
5. The administrator of the social media site must not post or publish the image or photograph on county social media if:
 - a. The photograph or recording would be highly offensive to a reasonable person; or
 - b. If the photograph or recording would intrude on a reasonable person's expectation of privacy (i.e., patient room, restroom, locker room, any other place traditionally associated with a legitimate expectation of privacy; or
 - c. If the photograph or recording is published solely for commercial or political purposes; or

- d. If the photograph or recording depicts the person in a false light.
 6. County social media posts may not be commercial or political in nature.
- B. Users and visitors of social media sites must be notified that the intended purpose of the site is to serve as a mechanism for communication between Storey County departments and members of the public. Storey County social media articles, posts, and comments containing any of the following are not allowed:
 1. Comments not typically related to the administrator's posting;
 2. Comments in support of or opposition to political campaigns or ballot measures;
 3. Profane language or obscene content;
 4. Comments or information which promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
 5. Sexual content or links to sexual content or other "adult" material;
 6. Conduct or encouragement of activities which are illegal or may appear to be illegal;
 7. Information that may tend to compromise the safety or security of the public, public facilities, Storey County systems, or county employees;
 8. Copyrighted material, trade secrets, proprietary information, or any other highly sensitive confidential information, or information which violates a legal ownership interest of any other party;
 9. Solicitation of others for commercial ventures, religious, social, or political causes;
 10. Comments or information which is or could be controlled or prohibited by Storey County in a non-public forum;
 11. Comments or information which would otherwise violate state, federal, local laws, or violates county policies.
- C. Storey County reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.
- D. Storey County reserves the right to temporarily or permanently suspend access to social media at any time.

VII. Duties of the Designated Administrators

- A. The County Manager or his/her designee, and the department head will appoint designated administrators, as set forth in this policy for their department's social media.
- B. The designated administrators must:
 1. Post information on the social media site;
 2. Oversee and manage social media including authorization and approval of posts;
 3. Evaluate and accept or deny requests for usage (followers, friends, etc.);
 4. Authorize editors to use social media and confirm each employee's receipt, understanding, and duties pursuant to this policy;
 5. Maintain a list of social media, domains, activities, logins, and passwords;

6. Change passwords if necessary in order to maintain control;
 7. Consult with the county's Public Information Officer(s) and ensure that social media is archived;
 8. Login information, including user name and passwords, must be maintained in writing in a secure location in the department and submitted to the County Manager, as appropriate, regarding questions, posts, responses, and removal of information upon request;
 9. Coordinate with the County Manager and the Public Information Officer(s), as appropriate, regarding questions, posts, responses, and removal of information.
- C. The administrator will at all times ensure that all statements are official and made on behalf of Storey County. Discretion should be used before posting and commenting.
 - D. The administrator will at all times use his/her best judgement in deciding whether or not to respond to a post. The administrator will avoid engaging any person posting in an argumentative or offensive manner.
 - E. Posts or comments requiring a response should be answered within 16 work hours (2 work days). Whenever possible, responses should be made on the same day. If additional information is needed for a full response, a full response should occur within 5 work days.
 - F. The administrator must check the social media site for new activity and violations of this policy at least one time each week.
 - G. The administrator will immediately hide, or delete after archiving the material in accordance with Nevada records retention requirements, any comment which violates any local, state, or federal law regarding discrimination, harassment, or violence and posts from users that contain content that is obscene, threatening, harassing, maliciously defamatory, copyrighted, or commercial. The administrator must not respond to these materials on the social media site.
 - H. Third-party advertising will be removed or disabled from the county social media site. If this is not possible, a statement should be added to the effect that the county did not authorize nor does it endorse any advertising on the site.
 - I. Comments made to the site will not be edited or modified, but they may be removed in accordance with section (G) above.
 - J. Hyperlinks may be prohibited in their entirety, or they may be deleted or removed where the linked site includes materials which would otherwise violate this policy.
 - K. The county will not re-post entireties (e.g., "re-tweet") coming from persons who have filed as candidates for public office for the duration of their election campaign. The county will not re-post entries of whose with objectionable profile pictures and otherwise whose activities reflect poorly on the county. The county encourages re-posting of content about county activities, services, and programs and content that aligns with the county's mission and goals (e.g., non-profits, other government agencies, etc.).

VIII. Terms of Service

- A. The administrator must familiarize him/herself with the terms of service of each social media platform.
- B. Each social media site has its own unique terms of service that regulate how users interact using that particular form of media.

I. Use of Social Media by Employees

The employee is expected to carefully read these guidelines as well as Policy 202 Anti-Harassment, Policy 204 Employee Bullying, Policy 209 Prohibition of Workplace Violence, and Policy 212 Code of Ethical Standards, and all policies pertaining to the use of county information technology resources, and to ensure that all postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject the employee to disciplinary action up to and including termination. The employee is advised to conform to the following on social media:

A. Be respectful.

Always be fair and courteous to fellow associates, customers, members, businesses, residents, vendors and people who work on behalf of Storey County. Remain mindful that you are likely to successfully resolve work-related complaints and issues by speaking directly with co-workers or by utilizing the services of the Human Resources office, or the Employee Assistance Program (EAP), than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

B. Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Storey County and its associates.

C. Post only appropriate and respectful content

10. Maintain the confidentiality of Storey County and its associates, customers, members, businesses, residents, vendors and people who work on behalf of Storey County which is sensitive and to remain confidential. Confidential information may include information regarding trade secrets, technology, processes, contact information, emergency procedures, security, and other such information about private businesses in the county; personnel and medical information of county employees and associates; emergency management and security processes of the county;

and other information that could result in the harm of the employer or its associates or breach of security and safety of the employer.

11. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. In Storey County as a public employer, this could apply to knowledge obtained in the line of duty about a private company doing business in the county.
12. Do not create a link from your blog, website or other social networking site to a website, social media page, or other posted webpage of Storey County or its offices (e.g., Storey County Fire District, Storey County Sheriff's Office, Storey County DA's Office, or other affiliates) without identifying yourself as a Storey County employee.
13. Express only your personal opinions. Never represent yourself as a spokesperson for Storey County or its affiliates. If Storey County is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Storey County or its affiliates.
14. If you do publish a blog or post online related to the work you do or subjects associated with Storey County or its affiliates, make it clear that you are not speaking on behalf of Storey County or its affiliates. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Storey County or its affiliates."

D. Using social media at work

Refrain from using social media while on work time or on equipment and/or network provided by the county, unless it is work-related as authorized by the department head, Administrative Officer and/or Personnel Director, and the County Manager, or consistent with county policies. Do not use Storey County email addresses to register on social networks, blogs, or other online tools utilized for personal use.

E. Retaliation is prohibited

Storey County prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

II. Communicating with the media

Refer to Policy 031 Media Relations for any communication with the media.

RESPONSIBILITY FOR REVIEW: This policy will be reviewed on an annual basis by the Information Technology Director.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 2-20-18

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings -- Approval
2. **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
3. **Prepared by:** Melissa Field

Department: Community Development **Telephone:** 847-0966
4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.
5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

Funds Available:

Fund:

Comptroller

7. **Legal review required:**

District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

☐ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 5V

Storey County Community Development

Business Licensing

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

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

February 12, 2017
Via email

Fr: Melissa Field

Please add the following item(s) to the **February 20, 2018, COMMISSIONERS Consent Agenda:**

LICENSING BOARD

FIRST READINGS:

- A. **DESERT BOILERS AND CONTROLS, INC** – Contractor / 303 W. Saint Louis Ave ~ Las Vegas, NV
- B. **OUTBOUND TECHNOLOGIES INC** – General / 30026 Research Dr ~ New Hudson, MI
- C. **GEORGE & SONS, INC** – Contractor / 5301 Longley Lane ~ Reno, NV
- D. **GREGORY R. ANDERSON, DBA: MOBILE NOTARY SVC'S** – General / 785 Joel Way ~ Fallon, NV
- E. **CMC TIRE INC** – General / 95 Washington St ~ Spokane, WA
- F. **GREGORY R. CHAPEL, DBA: ONSTREET CONCESSIONS** – General / 385 Freeport ~ Sparks, NV
- G. **GILLETT CONSTRUCTION** – Contractor / 1226 Wigwam Pkwy ~ Henderson, NV
- H. **LEE'S JANITORIAL SERVICES, INC** – General / 561 Keystone ~ Reno, NV
- I. **KORBIN CONRAD, DBA: TOP DOG CARPET CLEANING** – Home Bus / 210 S"O" ~ VC, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approve Renewal of Government Affairs Consulting Agreement with Porter Group

2. **Recommended motion:** None if approved as part of the Consent Agenda. If requested to be heard separately: I, (Commissioner), move to approve renewal of the Government Affairs Consulting Agreement with Porter Group

3. **Prepared by:** Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** Retired United States Congressman Jon Porter and his team with the Porter Group have been supporting and leading efforts to lobby for Federal Legislation in the best interests of Storey County. With their assistance, we have made substantial progress on both legislation to obtain a single ZIP Code throughout the County, successfully passed the initial Public Lands Bill and are now working on clean-up language to correct and clarify procedural deficiencies in the latter bill. There are no changes or cost increases to the previous contract.

5. **Supporting materials:** Proposed Agreement

6. **Fiscal impact:** Yes

Funds Available: Yes

Fund: General-Professional Svcs *KL* Comptroller

7. **Legal review required:**

KL District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

Ruf County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. **5VI**

PORTER GROUP™

GOVERNMENT & BUSINESS SOLUTIONS

January 11, 2018

Pat Whitten, County Manager
Storey County
26 South B Street
Virginia City, NV 89440

Re: Federal Government Affairs Consulting Agreement

Dear Pat:

Thank you for retaining Porter Group (PG) to assist Storey County, Nevada (Storey) with government affairs consulting representation at the federal government level. This letter of agreement (Agreement) will confirm the terms of our engagement and describe the scope of services that PG will provide to Storey.

1. Scope of the Engagement. Storey has retained PG to represent Storey in Washington, D.C. to engage with elected officials, federal agencies, and other key organizations and stakeholders to advance Storey's agenda. The primary goals and scope of this engagement will be to:

- Assist Storey in its efforts with Congress and federal government agencies and departments to: (i) create a new ZIP code in Storey County in connection with the Reno Tahoe Industrial Center and surrounding area; (ii) assist with any Federal Public Lands Act issues; and (iii) assist with other matters pertinent to this representation as may be agreed upon by the parties including, but not limited to, identifying and helping to secure funding for appropriate designated projects and grants
- Work with key government officials within the United States Senate and House of Representatives and their staffs, as well as federal departments, agencies and the Administration to advocate for and advance the above matters
- Provide strategic guidance and participation in the overall advocacy and lobbying effort by utilizing PG's extensive network of bipartisan contacts in the House and Senate
- Strengthen the visibility of Storey with federal and state officials
- Plan and coordinate trips to Washington, D.C. for Storey leadership including meetings with members of Congress and staff, federal agencies and Administration officials, in addition to other social and networking functions

PG will provide regular briefings, in the form and time periods established by Storey, to outline relevant occurrences on Capitol Hill including hearings, legislation and intelligence on issues

affecting Storey and the above matters. PG is willing to provide additional adjunct services, such as marketing, research and social media, under an amendment to this Agreement, as mutually agreed upon by Storey and PG. Storey acknowledges that PG is not providing legal services and/or advice under the Agreement.

2. **Term.** The initial term of this Agreement shall commence on January 1, 2018 and continue through December 31, 2019. The parties may agree to extend this Agreement upon completion of the term, on terms and conditions mutually agreed upon at the time of the extension. Either party may terminate this agreement upon thirty (30) days' prior written notification.
3. **Fees.** For these services, Storey agrees to pay PG a fee of \$6,000 per month during the term of the Agreement. PG will invoice for these services monthly, in advance, and Storey agrees to promptly pay for these services upon receipt of invoice. Expenses will be allowed in providing these services subject to invoice approved either in advance or upon ratification by Storey, except that normal and usual expenses of \$200.00 or less will not require advance approval. The first monthly payment shall be made by Storey as of the execution of this Agreement.

Upon reviewing this Agreement, if it meets with your approval, please sign in the space provided below and return it to PG with payment of the first monthly amount. Please do not hesitate to contact me with any questions. We stand ready to help and appreciate the opportunity to represent Storey.

Sincerely,



Honorable Jon C. Porter
President/CEO
Porter Group, LLC

AGREED TO AND ACCEPTED

By: _____

Title: _____
Storey County, Nevada

Date: _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20 ,2018
Agenda Item Type: Regular Agenda

Estimate of Time Required: 5-15 min.

1. **Title:** Update regarding implementation of Tyler Technologies ERP system.

2. **Recommended motion:** No action needed.

3. **Prepared by:** Jen Chapman

Department: Project Team

Contact Number: 775.847.0967

4. **Staff Summary:** The ERP Project Team will provide a brief overview of the progress made to date.

5. **Supporting Materials:** See attached

6. **Fiscal Impact:** 0

7. **Legal review required:** No

8. **Reviewed by:**

 Department Head
____ County Manager

Department Name: Project Team

Other Agency Review: _____

9. **Board Action:**

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



ERP System Implementation

**Tyler Technologies Eagle
Tyler Technologies InCode 10**

Project Charter

Storey County, Nevada

v.1.31.2018

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Section A: Project Overview

A.1 Project Statement

- The project will provide an integrated enterprise financial, recording and clerk duties system the will support County staff in the delivery of Government services and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of the County's customer service and business processes.
- The County will assess its needs and select a new Enterprise Resource Planning (ERP) software system environment by December 2017. The project is focused on replacing current legacy systems which provide ERP functions and that are not meeting the County's needs, as well as determining a preliminary plan of action for integration of other key County systems.
- During all phases, the Project will engage with affected stakeholders and continue the process of interacting with departments that use the core financial and land records systems. For this implementation to be successful, the Project will focus on business processes, stakeholder engagement, training, and communications with all affected parties.

A.2 Project Objectives

- Incorporate "best business practices" where possible.
- Develop a system that is user-friendly and empowers departments to improve their business process.
- Add and improve functionality in back-office functional areas.
- Improve quality and accessibility of information for decision support.
- Eliminate paper-based workflow processes and forms where possible.
- Reduce redundant 'shadow systems', data entry, storage, and paper processing.
- Improve operational effectiveness and productivity.
- Enable e-Government initiatives, including enhanced customer service and web self-service.
- Inventory all existing legacy "systems" and tools in order to identify areas of functionality that must align with the needs of the County.

Section B: Key Stakeholders / Project Roles

B.1 Project Stakeholder Organization

- The following are the roles that will be employed for County's Business Applications Needs Assessment and System Selection phase of the project. These roles are essential for the success of the project and are intended to define the project reporting structure and lines of authority for decision-making. This structure will be modified once the selected vendor solution has been made and the implementation phase of the project begins.
- The management component of the projects consists of the Steering Committee, Project Manager and Project Team. The Project Manager reports directly to the Steering Committee. Leadership is further broken down into a Project Team and during the implementation may include the need to develop team leads for Communications and Change Management. Further description of the roles, resources and commitments are outlined in the following tables:

B.2 Stakeholder Roles

- **Steering Committee** - The steering committee will be responsible for overall guidance and direction of the project, resolve issues and policy conflicts, approve scope changes.

Role	Resource	Commitment
Project Executive Steering Committee	-Comptroller -Management Analyst III -Recorder -Clerk & Treasurer	<ul style="list-style-type: none">• Participate in contract negotiations• Assist in development of the project charter.• Work with County departments to ensure that all needs are identified.• Work with County staff to make project decisions.• Obtain the necessary County resources to meet the project objectives.• Review and provide feedback on project deliverables.• Review and provide feedback on vendor proposals.• Provide input/make timely decisions when necessary.• Participate in other project related meetings.• Provide a strategic perspective when defining the needs for a future ERP and associated processes, where appropriate.

- **Project Manager** – The project manager will address day-to-day issues, work with consultants and County staff to schedule and facilities meetings, act as project spokesperson.

Role	Resource	Commitment
Project Manager	-Jen Chapman, Recorder	<ul style="list-style-type: none"> • Participate in managing the County staff and responsibilities. • Act as the key liaison to Tyler Technologies. • Ensure that prompt and clear communications to County staff is conducted. • Oversee planning activities associated with the project. • Work with the Steering Committee and other County department leaders to coordinate County resources to meet the project objectives. • Manage County participation in project activities. • Ensure that project deliverables are reviewed by the appropriate County Staff. • Provide progress updates the Board of County Commissioners and other interested stakeholders. • Participate in project steering committee. • Participate in contract negotiations. • Develop and execute selection and implementation plans for non-ERP technology and process improvements.

- **Project Team** – Project team members will remain actively engaged throughout the duration of the project, provide feedback to consultants and the County project manager, review deliverables for related functional areas.

Role	Resource	Commitment
Project Team	-Comptroller -Management Analyst III -Recorder -Clerk & Treasurer	<ul style="list-style-type: none"> • Provide information on current County process, systems and shadow systems used. • Articulate needs and desires for a new ERP and associated processes. • Develop an understanding of how a future ERP and associated process might operate. • Quantify time spent on conducting current process related activities. • Review and approve module specifications. • Review and provide feedback on appropriate sections of vendor. • Participate in vendor script development activities. • Participate in software vendor demonstrations. • Provide demonstration/due diligence feedback.

		<ul style="list-style-type: none"> • Conduct due diligence on software vendors. • Review project deliverables for accuracy and completeness.
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- **Support Team** – Support team members will be directly involved in the design, implementation of the systems, conversion and training.

Role	Resource	Commitment
Support Team	-IT Department -Software Committee -Tyler Technologies -ADS	<ul style="list-style-type: none"> • Coordination of third party interfaces. • System security. • Resolution of technical issues. • Assist in delivering comprehensive solutions to the County. • Works to maximize the investment in the software on an ongoing basis. • Aids with personalization or implementations of modules.

- **Subject Matter Experts** – Subject matter experts will participate in user needs assessments, assist in developing and validating functional requirements of new processes and/or systems, etc.

Role	Resource	Commitment
Subject Matter Experts	-IT Department -Additional resources TBD	<ul style="list-style-type: none"> • Support the definition of business processes. • Determine and support the implementation of business policy. • Oversee the execution of the policy via business rules applied. • Review the results of testing and simulation. • Conduct interviews to document business process and requirements. • Attend portions of detailed demonstrations. • Play key role in the implementation of the new system (design, setup, testing and training).

Section C: Project Management / Governance

It is important to ensure that the entire project team is aware of the project standards and procedures, so that project deliverables are both uniform and easily referenced. A shared file will be the primary source of project communications and archival of the project information throughout the implementation.

Issues and Action Item Management:

- An issues and action log will be placed in the project's shared file. The issues database will include a description of the issue, a brief narrative of the potential

impact to the project, date reported, date resolution needed, responsible party for follow up, and date resolved.

- The issues log review will be part of the periodic Project Management meeting.
- The Project Manager will bring to the County Manager in a timely manner any and all issues that need approval/resolution.
- So as not to impede the progress of the team, all reported issues should have a 48-hour turnaround for an initial response. Project participants will notify the Project Manager when an issue has been logged.

Archival/Retention Management:

- Analysis of retention needs following conversion of data.
- Develop policies regarding the retention and access of records not converted.

Budget Management:

- Tracking of the project budget will be the responsibility of the Project Manager and reported out to the Board of County Commissioners and Steering Committee on a monthly basis.

Meeting Management:

The following ground rules should be followed with respect to project meetings:

- Honor other people's time. Be prompt in showing up at the meetings (i.e., meetings will start at the scheduled time and end at the scheduled time).
- Attendance is strongly encouraged. If not available, have your back-up attend and debrief your designated back-up prior to the meeting.
- Bring calendar to the meeting/Keep your Outlook calendar current.
- Speak-up, silence is consent. We will either actively contribute to decisions or implicitly agree to the outcome. Strive for consensus.
- Major issues, action items and risks identified during the meeting should be communicated to the Project Manager for logging purposes.

Decision Management:

- Various types of decisions will be made during the course of the project.
- Significant project decisions will be escalated to the Steering Committee for review and decision-making.

- The results of these decisions will be communicated to and logged by the Project Manager via the shared file.
- A decision data base will be maintained by the Project Manager in the shared file to track major decisions made during the course of the project to include:
 - Process-related decisions.
 - Policy-related decisions.
 - Significant system configuration decisions.
 - Other key project decisions.

Section D: Project Communications

The following project communications will be part of the project.

Communication	Frequency	Responsibility	Purpose
Project Team Meetings	Weekly	Project Team	Review status of the project with the team.
Project Status Reports to the BOCC	Monthly	Project Manager	Report the status of the project including activities, progress, costs and issues.
Software Implementation Meeting	Monthly	County Manager's Office	Report the status of multiple software implementations.

Section E: Key Milestones

#	Milestone	Date Opened	Date Closed	Outcome
1	Selection of Tyler Technologies	12/01/16	07/01/17	
2	Contracts Signed	08/01/17	09/05/17	BOCC Approved
3	Initial Analysis			
4	Hardware Technology Audit			
5	Resolution of Audit Findings			
6	Business Process Questionnaires			
7	Chart of Accounts			
8	Business Process Mapping			
9	Conversion Mapping			
10	Installation			
11	Data Conversion			
12	User Acceptance Testing			
13	Final Testing and Acceptance			
14	Training			
15	Archival of Records			

Section F: Principles / Expectations

F.1 Critical Success Factors

- Ensuring that all of the ERP needs of the County are thoroughly defined, documented and understood.
- Willingness for business process reengineering during the ERP implementation effort.
- Vendor understanding of what the County is trying to accomplish with a new system.
- Improved chart of accounts.
- Sufficient Budget for Project.
- Obtaining buy-in from the departments on the process for defining the needs and selecting a new system.
- Gaining ownership by the departments on the selected system.
- Having user support teams and a help system in place to provide quality, timely help to trained users and to provide training to new employees and users.

F.2 General Guiding Principles

The County shall adhere to the following principles throughout the planning, design and implementation of the project:

- a. The County will implement the ERP system with a minimum of modification to the delivered product, thus allowing the County to take advantage of industry best practices, and keep life cycle maintenance costs low.
- b. The ERP system project will provide for the decentralization of as many business tasks as possible (while maintaining standardization across departments) by pushing out the point where data is entered into the system as close as possible to the point where the data originates and relying on the system to enforce business processes requirements.
- c. Implementing of an ERP system will allow the County to focus on end-to-end business processes. This focus may require that some departments change processes or take on additional tasks for the improvement of the overall County processes.
- d. Policies and rules for internal controls will be configured into the system to the greatest extent possible in order to minimize redundant approval processes.

- e. This project will be implemented in a way that supports best practices in security and system administration appropriate for a major countywide system. These practices include, among other things, "single sign-on" and can facilitate both "role based security" and "content based security".
- f. Departments will be given the maximum level of access practicable to information in the system for query, reporting and decision-making in the conduct of their operational responsibilities.
- g. Departments will not be permitted to pursue independent efforts to implement ERP system functionality or implement new systems that duplicate functionality available in the ERP system.
- h. Systems that duplicate ERP system provided functionality (redundant or shadow systems) and their associated infrastructure (servers, data bases and applications) will be eliminated when the corresponding ERP system functionality is placed in production and an appropriate level of access to historical data is provided.
- i. During the implementation process, the County intends to replace automated interfaces that are in use today to systems that do not duplicate ERP system functionality.
- j. New or replacement automated interfaces will be given lower development priority in situations where departments have implemented different internal business systems that provide like functionality.
- k. All users that access the ERP system will do so using an approved standard hardware/software configuration where the software is current and patched in order to minimize security risks.
- l. The project will give the County the opportunity to align business requirements and processes with labor contract provisions in future contract negotiations.
- m. All employees whose job functions change as a result of the ERP project will be given training to learn new skills.

Adopted the 31st day of January, 2018.

By: _____
Jen Chapman, Project Manager

Hugh Gallagher

Jennifer McCain

Vanessa Stephens



Estimate of time required:

1. **Title:** Review of the 2nd Quarter 2018 Unaudited Budget to Actual Review

3. Prepared by: Hugh Gallagher

Telephone: 847-1006

4. Staff summary: Review of Departmental Budgets for the 2nd Quarter of 2018 Budget Year

5. Supporting materials: Second Quarter Budget Summary

6. Fiscal impact:

 x Comptroller

7. Legal review required:

District Attorney

8. Reviewed by:

Department Name: Commissioner's Office

Other agency review: _____

9. Board action:

Approved with Modifications
Continued

Agenda Item No. 9

2018

[illegible]

2018

[illegible]

2018

[illegible]



Storey County Board of County Commissioners

Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title:

Review and possible approval of the Storey County property Tax Rate for 2018-2019.

2. Recommended motion

I hereby approve the Storey County property tax rate of 3.4607% for the fiscal year 2018-2019.

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: (775)847-1006

4. Staff summary:

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: Yes Fund: Water Fund ☒ 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:

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. **10**

TOTAL PROPERTY TAX RATES - FY 2017-2018
BY TAXING ENTITY

STOREY COUNTY

1 LOCAL GOVERNMENT TAXING UNIT	2 MAXIMUM ALLOWED TAX RATE	3 ACTUAL RATE IMPOSED	4 VOTER ALLOWED TAX RATE	5 IMPOSED VOTER TAX RATE	6 LEGISLATIVE ALLOWED TAX RATE	7 IMPOSED LEGISLATIVE TAX RATE	8 DEBT SERVICE TAX RATE	9 COMBINED TAX RATE (col 5, part A)
Storey County	6.9996	1.7719	-	-	1.0934	0.0795	-	1.8514
Storey County School District	0.7500	0.7500	-	-	-	-	0.1447	0.8947
Carson Truckee Water Conservancy District	0.0057	-	-	-	0.0004	-	-	0.0000
Storey County Fire Protection District	0.5721	0.5446	-	-	-	-	-	0.5446

3.2907

WASHOE COUNTY

1 LOCAL GOVERNMENT TAXING UNIT	2 MAXIMUM ALLOWED TAX RATE	3 ACTUAL RATE IMPOSED	4 VOTER ALLOWED TAX RATE	5 IMPOSED VOTER TAX RATE	6 LEGISLATIVE ALLOWED TAX RATE	7 IMPOSED LEGISLATIVE TAX RATE	8 DEBT SERVICE TAX RATE	9 COMBINED TAX RATE (col 5, part A)
Washoe County	2.5861	1.0204	0.1000	0.1000	0.4517	0.2563	0.0150	1.3917
Washoe County School District	0.7500	0.7500	-	-	-	-	0.3885	1.1385
Reno *	1.0917	0.3948	0.5351	0.5351	0.2013	0.0299	-	0.9598
Sparks	1.5371	0.7109	0.1105	0.1105	0.2226	0.1384	-	0.9598
Carson Truckee Water Conservancy District	0.0047	-	-	-	0.0003	-	-	-
Gerlach GID	0.4996	0.2998	-	-	-	-	-	0.2998
Incline Village GID	0.1061	0.1061	-	-	0.0121	0.0121	-	0.1182
North Lake Tahoe Fire Protection District	0.3099	0.3099	0.3100	0.3100	0.0330	0.0092	-	0.6291
Palomino Valley GID	0.7816	0.4198	-	-	0.0963	-	-	0.4198
Sun Valley Water & Sanitation District	0.3065	0.1928	-	-	-	-	-	0.1928
Truckee Meadows Fire Protection District	1.3866	0.5400	-	-	0.0477	-	-	0.5400
Verdi Television District	0.0164	-	-	-	-	-	-	0.0000

6.6495

* The voter approved property tax rates in column 4 is a combination of voter approved rates for fire facilities; fire equipment; public safety and road/street improvements. The road/street component is a variable rate tied to the City's debt rate, and is calculated each year depending on revenue requirements.

STATE RATE 1700%



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018 **Estimate of time required:** 15 Minutes.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Action: Approval of Interlocal Agreement between Nevada Department of Public Safety/State Fire Marshal Division and Storey County.
 2. **Recommended motion:** Move to approve the Interlocal Agreement between Nevada Department of Public Safety/State Fire Marshal Division
 3. **Prepared by:** Martin Azevedo, Storey County Fire Marshal
 - Department:** Community Development **Telephone:** (775) 847-0966
 4. **Staff summary:** The Nevada Department of Public Safety, State Fire Marshal Division is required by Nevada Revised Statutes Chapter 477 and Nevada Administrative Code Chapter 477 to perform certain fire /life safety functions in the counties having populations of less than 100,000. Storey County Community Development and the Storey County Fire Protection District has requested the State Fire Marshal Division to delegate fire and life safety functions.
 5. **Supporting materials:** Interlocal Agreement and Addendum "A"
 6. **Fiscal impact:**
Funds Available: N/A Fund: N/A _____ Comptroller
 7. **Legal review required:** _____ District Attorney
 8. **Reviewed by:**
____X____ Department Head Department Name: Community Development
____ County Manager Other agency review: _____
 9. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued
- Agenda Item No.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Public Safety
State Fire Marshal Division
107 Jacobsen Way
Carson City, NV 89701
Phone (775) 684-7509 / Fax (775) 684-7507

and

**Storey County Fire Protection District and
Storey County Community Development, hereinafter known as "Agency"**
110 Toll Road
PO Box 526
Virginia City, NV 89440
Phone (775) 847-0366/ Fax (775) 847-0935

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada ("State") and the Storey County Fire Protection District and Storey County Community Development ("Agency");

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. ~~The parties expressly agree that this Contract shall be terminated upon the effective date of a change in State and/or federal funding ability to satisfy this Contract if such funding is for any reason withdrawn, limited, or impaired.~~ This Contract may be

SFM & Storey County Fire Protection District and Storey County Community Development
Intrastate Interlocal Contract

terminated by the State with less than 60 days notice after the Agency has been served written notice that it has failed to comply with the terms of this Contract; has failed to comply with any provision of NRS or NAC; or has failed to meet the personnel or program requirements of NRS 477.030, paragraph 10.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. The Agency agrees to provide the services set forth in paragraph (6) at a no cost to the State based on other good and valuable services performed by each party under this contract, including but not limited to the Agency's being permitted to gain benefits, including collection of certain fees, which would otherwise be unavailable, from performing those services. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Jeff Nevin, Storey County Fire Protection District

Chief

Title

Date

Gary Hames, Storey County Community Development

Director

Title

Date

Marshall McBride, Board of County Commissioners

Chairman, Storey County Commission and Storey County Fire Commission

Title

Date

Anne Langer, Storey County District Attorney

District Attorney

Title

Date

Vanessa Stephens, Storey County Clerk

County Clerk

Title

Date

Bart J. Chambers, State Fire Marshal Division

Chief

Title

Date

Sheri Brueggemann,
Department of Public Safety, Director's Office

Administrative Services Officer

Title

Date

Approved as to form by:

Nathan Hastings, Deputy Attorney General
for Attorney General, State of Nevada

On _____
(Date)

Attachment A
Scope of Work
Between the
Storey County Fire Protection District and
Storey County Community Development, hereinafter known as "Agency"
And the
State Fire Marshal Division, hereinafter known as "Division"

1. The Department of Public Safety, State Fire Marshal Division ("Division") is required by Nevada Revised Statutes (NRS) Chapter 477 and Nevada Administrative Code (NAC) Chapter 477 to perform certain fire/life safety functions in counties having populations of less than 100,000. This Attachment A Scope of Work, becomes part of the Interlocal Contract upon signature of all parties and shall be reviewed annually not later than March 1st. Upon annual review of the contract, if the Agency and Division agree no changes are necessary a letter documenting that decision will be issued by Division to the Agency. If upon annual review of the contract, changes are deemed necessary, Agency and Division will agree to the changes and the Interlocal Contract will be amended.
2. The Agency has requested that the Division delegate fire and life safety functions to the Agency in accordance with NRS 477.030(10).
3. The Agency certifies, and the Division has verified, that the Agency is qualified and willing to perform these fire and life safety functions within its jurisdictional boundaries. The Agency agrees to perform the plan examination prior to construction, during construction, and to supervise field inspections of all commercial structures on an annual basis, including, but not limited to those facilities as identified in NRS 477.030(1)(c).
4. The Agency agrees to perform annual inspections for all buildings, except private residences, used for sleeping purposes, such as hotels and motels, buildings used for public assembly and all buildings where large numbers of persons work, live or congregate for any purpose as identified in NRS 477.030(1)(c).
5. Hazardous Materials verification shall be completed by the Agency, and the Agency shall direct the facility to the Nevada Combined Agency Hazardous Materials Permit "on-line" reporting web site or to the "help desk" for assistance in filling out the report form. The Agency will forward the inspection report to the Division within thirty (30) business days of the inspection/verification.
 - a. A report from the Division to the Agency listing current occupancies for Hazardous Materials Reporting to ensure tracking of permits from the Agency to the Division will be done quarterly.
 - b. The Division will assist the Agency on providing the application, website and phone number for the "help desk".

6. The Agency is hereby delegated the responsibility to perform plan reviews for all occupancy groups covered by the currently adopted editions of the International Fire Code, International Building Code, Uniform Mechanical Code or the International Wildland-Urban Interface Code, as applicable to the plan review being performed, with the exception of all state-owned facilities. The responsibilities delegated to the Agency by the Division will be performed by the Agency within its boundaries only. Plan reviews will be performed using codes and standards adopted by the Division as specified in NAC sections 477.280, 477.281 and 477.283. For the purposes of commercial properties within its boundaries, the Agency may be more stringent in its adoption of a fire, building, mechanical or wildland-urban interface code than the State and may enforce Agency adopted amendments that are more stringent for such plan reviews. State-owned facilities shall be required to comply only with codes as outline in NAC 477.280, 477.281 or 477.283 and amendments adopted by the State plus those locally adopted codes and standards specific to fire apparatus access to the facility.
7. It is expressly understood that the delegation of this authority makes the Agency the statutory designee of the Division for the purpose of administering the program described in this agreement and does not reduce or eliminate the Agency's responsibility for all damages to persons or properties of any kind resulting from any act, omission, neglect or misconduct of the Agency staff in the manner or method of performing the work for the duration of this Agreement.
8. The Agency's jurisdiction for occupancies listed above shall cover the plans examination for new construction, additions, and remodel leading to the issuance of a Certification of Occupancy in concert with the Building Department.
9. The Agency shall submit a list of employees/agent conducting plan reviews and inspections for Special Deputy Cards no later than December 10th of the calendar year to the Division for annual renewal. The District will send with the list a JPEG picture (above the shoulders) of the employee/agent to the Division for the ID card issued to the employee/agent
10. If any project exceeds 1,000,000 square feet, by the request of the Agency, the State Fire Marshal may review the project for compliance with state adopted codes. The Division may impose additional plan review fees upon the applicant for these reviews:
 - a. Any project when the Division is requested to do so by the Agency.
 - b. When the Agency requests, based upon the scope and technical complexity of a project and exceeds the Agency's capabilities of those projects that are the responsibility of the State Fire Marshal.

11. The Agency is required to maintain qualified personnel and programs under this Agreement as outlined in NRS 477.030 (10). Personnel conducting activities under this Agreement are required to maintain professional licenses, certifications, or other documentation acceptable to the Division as listed in the Nevada Fire Service Professional Qualifications and as nationally acceptable standards in order to demonstrate their proficiency, experience and qualifications to conduct the associated work. Continuing education is the responsibility of the Agency personnel to complete in accordance with the issuing authority, such as ICC. One of the following certificates or licenses must be maintained current without pending disciplinary action by Agency personnel involved in conducting plan review and inspection at all times:
- a. A Nevada licensed professional engineer practicing within their area of expertise.
 - b. A Nevada licensed architect practicing within their area of expertise.
 - c. A current International Code Council and State Of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Plans Examiner. The acquisition of an International Code Council certification as a plans examiner will qualify an individual for a State of Nevada certification provided the fire chief or his/her designee of the agency formally requests in writing to the State Fire Marshal Division and as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
 - d. A current International Code Council and State Of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Inspector I. The acquisition of an International Code Council certification as a Fire Inspector I will qualify an individual for a State of Nevada certification provided the fire chief or his/her designee of the agency formally requests in writing to the State Fire Marshal Division and as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
 - e. A current International Code Council and State Of Nevada certification as outlined in the Nevada Fire Service Professional Qualifications as a Fire Inspector II. The acquisition of an International Code Council certification as a Fire Inspector II will qualify an individual for a State of Nevada certification provided the fire chief or his/her designee of the agency formally requests in writing to the State Fire Marshal as outlined in the Nevada Fire Service Professional Qualifications. A state certification may also be obtained by attending a state sponsored course for certification.
12. A State of Nevada certification as a Fire Inspector, Level III as outlined in the Nevada Fire Service Professional Qualifications combined with an International Code Council Certification. Contract personnel or firms conducting work for or on behalf of the Agency shall meet the same qualifications as the Agency defined in the above section and shall also hold state of Nevada licenses to provide such work. If the Agency identifies a special project requiring review by a group of experts, the result, outcome or opinion resulting from such review must be analyzed and approved by a Nevada licensed Fire Protection Engineer;

documentation of such approval must be provided to the Agency and Division for those projects listed under NRS 477.030.

13. Documentation of the qualifications and continuing education required in items 13 and 14 above, including re-certification as required by the certification organization, shall be supplied to the Division prior to this Agreement taking effect; annually thereafter; and upon the request of the Division. The requirement to have approved certified personnel will not prohibit the Agency from utilizing a trainee position(s) for up to one (1) year provided the trainee operates under the direct supervision of approved personnel.
14. The Agency shall require full enforcement of the most current edition of the Nevada State Fire Marshal regulations (Nevada Administrative Code, Chapter 477), the most currently adopted editions of the International Building Code, International Fire Code, Uniform Mechanical Code and the National Fire Protection Association (NFPA) Standards as adopted by any Agency's governing ordinance(s), but never less than those established by the Nevada Department of Public Safety, State Fire Marshal Division in the NAC sections 477.280 through 477.283. State-owned facilities shall be required to comply only with codes as outline in NAC 477.280, 477.281 or 477.283 and amendments adopted by the State plus those locally adopted codes and standards specific to fire apparatus access to the facility.
15. Plan review and inspection of the fire alarms must be conducted by the Agency pursuant to NFPA Standard 72, *National Fire Alarm Code*, as modified by the adopted edition of the International Fire Code and provisions contained in both NRS and the NAC.
16. The Agency is authorized to charge permit applicants such fees as the Agency may adopt for plan reviews and field inspections performed in accordance with this Agreement. The Agency will not charge the State or the Division fees nor will it bill the State or the Division for any of its costs for the services provided under this Agreement.
17. The Agency is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the Division for any project/property of which is the responsibility of the State Fire Marshal Division under NRS 477.030. All requests for variances under NRS 477.030 must be reviewed and approved by the Division through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the State Fire Marshal concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The Division may, within its discretion, seek input from the Agency in the review of variance requests related, but not limited to, fire apparatus access and water supply, however, the final decision to approve, approve with conditions or reject the variance request remains solely with the State Fire Marshal for those projects/property of which is the responsibility of the State Fire Marshal Division under NRS 477.030. The Division may impose additional fees upon the applicant for its review of a variance request.
18. The Division may develop formats for reporting forms and training guidelines for use by the Agency as they become necessary.

19. The Agency shall submit to the Division an annual report under NRS 477.030 of building plans reviewed, fire protection plans reviewed and of fire inspections conducted each calendar year under this agreement no later than February 1st of each succeeding year. The report forms are attached herewith and are labeled "Attachment A, #22, Building Plans Review", Fire Protection Plans Review, and Fire Inspections."
20. Pursuant to NRS 477.030(7) and NAC 477.905, the Agency will report to the National Fire Incident Reporting System (NFIRS) via website that it is in full compliance with NFIRS.
21. The Agency will report fire deaths as they occur in its jurisdiction to the Division via email to SFM@dps.state.nv.us.
22. State Fire Marshal Division Training Bureau will meet with the Agency to ensure the requirements for certification testing are being followed to maintain national accreditation within the state. The Agency shall ensure that individuals who perform these functions maintain a current State of Nevada certification as a written test proctor, or assistant evaluator, or lead evaluator, dependent on the test to be administered and at the level in which these individuals are operating. The Agency shall ensure that all certification proctors and evaluators used by the Agency follow the procedures as outlined in the Division's, *Guidebook for Certification Proctors, Lead and Skills Evaluators*.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 20, 2018

Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Storey County Fire Protection District contract agreement between Chartwell Staffing Solutions to provide temporary staff for fuels reduction.
2. **Recommended motion:** *I move to approve the agreement between the Storey County Fire Protection District and Chartwell Staffing Solutions and allow the Fire Chief to sign the agreement.*

3. **Prepared by:** Jeff Nevin

Department: Fire District

Telephone: (775) 847-0954

4. **Staff summary:** This is an agreement to provide oversight for temporary employees to complete fuels management projects. Funding is provided through a grant awarded by the Nevada Division of Forestry in 2017. This is a result of the previous staffing company terminating the contract due to unforeseen circumstances. By approving this agreement, we will be able to utilize seasonal staff and pay them under this contract and begin work immediately.

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: Yes Fund: _____ Comptroller

7. **Legal review required:**

___KL___ District Attorney

8. **Reviewed by:**

___JN___ Department Head

Department Name: Fire District

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No. 13



CHARTWELL SERVICE AGREEMENT

CHARTWELL STAFFING SERVICES, INC. d/b/a CHARTWELL STAFFING SOLUTIONS ("CSS"), with its principal office located at 245 Centerville Road, Suite 10, Lancaster, PA 17603 And Storey County Fire Protection District ("CUSTOMER"), with its principal place of business located at 145 N. C Street, Virginia city, Nevada 89440, agree to the terms and conditions set forth in this Service Agreement (the "Agreement") on the 20th day of February, 2018. CSS and CUSTOMER shall from time to time be referred to herein collectively as the "Parties" and individually as a "Party".

CSS

1. Duties and Responsibilities

CSS will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work under CUSTOMER's supervision at the locations specified by CUSTOMER and will, as the common-law employer of Assigned Employees, be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that CSS offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in sub-section e below, the Patient Protection and Affordable Care Act (ACA); and any existing Paid Sick Leave policy enacted by state and/ or local municipalities.
- e. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 Right to Control

In addition to CSS duties and responsibilities set forth in Section 1, CSS, as the common-law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CUSTOMER, Assigned Employee work performance issues; and to enforce CSS's employment policies relating to Assigned Employee conduct at the worksite.

CUSTOMER

2. Duties and Responsibilities

CUSTOMER shall

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without CSS's express prior written approval or as strictly required by the job description provided to CSS;

CSS _____

CUSTOMER _____

- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site. CUSTOMER must comply with all OSHA standards at its own expense and comply with all levels of governmental agencies, including but not limited to use of all protective equipment and clothing and machinery safe equipment;
- d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994
- e. Notify CSS immediately in the event of a work-related injury to an Assigned Employee, and in the event of any harassment, workplace violence, discrimination or sexual harassment involving an Assigned Employee;
- f. Not change Assigned Employee job duties without CSS's express prior written approval and provide at least five (5) days' notice should the Assigned Employee be determined not fit for a particular job assigned for any lawful reason; and
- g. Exclude Assigned Employees from CUSTOMER's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

- 3. CUSTOMER will pay CSS for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. CSS will invoice CUSTOMER for services provided under this Agreement on a WEEKLY basis. Payment is due WITHIN FOURTEEN (14) DAYS from the date of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CUSTOMER's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes CSS to bill CUSTOMER for those hours. If a portion of any invoice is disputed, CUSTOMER will pay the undisputed portion. Any amounts paid more than five (5) business days beyond the terms stated in this Section of this Agreement will be subject to a late penalty calculated at the interest rate of one percent (1%) per month. Any payment late due to a CSS billing error will be exempted from the late penalty calculation.
- 4. Assigned Employees are presumed to be nonexempt, requiring premium pay for overtime, non-compliant meal and rest breaks, holiday work, or weekend work. CSS will charge CUSTOMER the rates for premium work time pursuant to applicable state and federal laws. CUSTOMER's billing rate for premium hours will be the same multiple of the regular billing rate as CSS is required to apply to the Assigned Employee's regular pay rate. The Parties acknowledge that overtime is state-specific and some states require paid overtime after eight (8) hours in one day.
- 5. If CUSTOMER uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than CSS within 720 hours after the commencement of any assignment of the Assigned Employee to CUSTOMER from CSS, CUSTOMER must notify CSS and (a) continue the Assigned Employee's assignment from CSS until 720 hours for CUSTOMER are completed; or (b) pay CSS according to the schedule listed in Exhibit A.
- 6. In addition to the bill rates specified in Exhibit A of this Agreement, CUSTOMER will pay CSS the amount of all new or increased labor costs associated with CUSTOMER's Assigned Employees that CSS is legally required to pay—such as wages, benefits, payroll taxes, state or federal unemployment contribution tax rates, social program contributions, or charges linked to benefit levels—until the Parties agree on new bill rates.

Confidential Information

- 7. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from CSS may be open to public inspection and copying. CUSTOMER has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. CSS may label specific parts of an individual document as a "trade secret" or "confidential", provided that CSS thereby agrees to indemnify and defend CUSTOMER for honoring such a designation. The failure to so label any document that is released by the CUSTOMER shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

Cooperation

8. CUSTOMER agrees to cooperate fully and to provide assistance to CSS in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9.

To the fullest extent of Chapter 41 of the NRS, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, lawsuits, and expenses, including but not limited to reasonable attorney's fees and costs, caused by any negligence, error, omissions, recklessness or intentional misconduct of the party whose officers, employees and/or agents proximately caused the liability, claim, action, damages, lawsuit and/or expenses. This indemnification obligation is conditioned upon the performance of contractual duties by the party seeking indemnification (Indemnified Party), and its service upon the other party (Indemnifying Party) with written notice of the actual or pending claim within thirty days of Indemnified Party's notice of actual or pending claim or cause of action. The Indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the Indemnified Party due to said party exercising its right to participate with its legal counsel. CUSTOMER does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. It is agreed that the limitations on liability set out in NRS Chapter 41 may be asserted as a defense in any claim brought against CUSTOMER by CSS in Pennsylvania and will be as applicable in Pennsylvania as they are in Nevada.
10. Neither CSS or CUSTOMER shall be liable for or be required to indemnify CUSTOMER OR CSS for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized.
11. CSS and CUSTOMER reserve the right to select legal counsel in the event of any claim asserted pursuant to Section 9.
12. The provisions in sections 9 through 12 of this Agreement constitute the complete agreement between the Parties with respect to indemnification, and CSS and CUSTOMER waive their right to assert any common-law indemnification or contribution claim against each other.

Insurance

13. CSS will cover CSS's staffing operations for CUSTOMER with at least the following types and limits of insurance or other coverage:
 - a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law;
 - b. Employer's liability insurance;
 - c. Commercial general liability insurance;
 - d. Commercial blanket bond insurance.

Miscellaneous

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by both Parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.
19. The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right

CSS _____
CUSTOMER _____

of such Party thereafter to enforce each and every provision of this Agreement.

20. CUSTOMER shall not transfer or assign this Agreement without CSS's prior written consent.

21. Any notice in connection with this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, to CSS or Customer, as applicable, only at the below addresses. Notices under this Section 21 shall be deemed to have been given and shall be effective upon the actual receipt thereof. If the delivery of the notice would have occurred on a day other than a business day in the state and country of the recipient, the delivery shall be deemed to have occurred instead on the next business day.

If to CSS:

Chartwell Staffing Services, Inc.
245 Centerville Road, Suite 10
Lancaster, PA 17603
Attn: Legal Department

If to CUSTOMER:

Storey County Fire Protection District
P. O. Box 603
Virginia city, NV 89440
Attn: Chief Nevin

22. Neither Party shall be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming Party.

Term of Agreement

23. The Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party, except that, if a Party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either Party may terminate the agreement upon 10 days written notice.

Nature of Relationship

24. The services that CSS will render to CUSTOMER under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between CSS and CUSTOMER.

Choice of Law, Venue, Attorney's Fees

25. The Parties agree that this Agreement shall be interpreted according to the laws of the State of Pennsylvania and that jurisdiction for enforcement of this Agreement lies exclusively in that state and specific venue in Lancaster, Pennsylvania. In the event litigation is initiated to enforce any part of this Agreement, the prevailing Party is entitled to recover the expenses of litigation, including without limitation, attorney's fee.

Authorized representatives of the Parties have executed this Agreement below to express the Parties' agreement to its terms.

CUSTOMER Signature

Printed Name

Title

Date

CSS Signature

Printed Name

Title

Date

EXHIBIT A
SERVICE RATES

The rates and calculations set forth in this section apply only to this Agreement dated on the 20th day of February 2018 and are independent of any prior agreement or contract between Parties.

A. RATES:

Mark-Up = 38% based on Pay Rate.

B. HIRING ASSIGNED EMPLOYEE by CUSTOMER:

CUSTOMER may hire a CSS assigned employee for a minimal fee. Fees are calculated off an annualized salary. For example, take the hours pay rate multiplied by 2080 hours to come up with the annualized salary and take the % of the salary based on the following schedule:

- i. 0-160 hours is a 20% fee
- ii. 161-320 hours is a 15% fee
- iii. 321-480 hours is a 10% fee
- iv. 481-719 hours is a 5% fee
- v. 720+ hours is a \$500 administrative fee

C. DIRECT PLACEMENT HIRE:

CUSTOMER will be billed for twenty (20%) of a DIRECT HIRE's annual salary

D. Value Added Services:

Employees will be paid every Friday, by check or direct deposit, whichever they prefer. Chartwell will perform a background check and drug screen on any new recruited employees.

CUSTOMER Signature

Printed Name

Title

Date

CSS Signature

Printed Name

Title

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 2/20/18

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Possible approval of contract with Morphotrak for maintenance and service agreement for the period of 8/17 to 8/18 for the fingerprinting system at the Lockwood substation in the amount of \$2,181.00.

2. **Recommended motion:** I motion to approve the maintenance and service agreement for the Morphotrak system and authorize the chairman to sign.

3. **Prepared by:** Brandy Gavenda, Admin. Asst.

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** Request approval of the maintenance and service agreement for Morphotrak. Dates of the agreement are August 2017 thru August 2018.

5. **Supporting materials:** Maintenance and Service Agreement

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

__X__ District Attorney

Chief Deputy District Attorney

A blue ink signature of the Chief Deputy District Attorney, written over a horizontal line.

8. **Reviewed by:**

__X__ Department Head

Sheriff, Gerald Antinoro

A blue ink signature of Sheriff Gerald Antinoro, written over a horizontal line.

by: Brandy Gavenda
per verbal request

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Storey County ("Customer"), having a place of business at 420 Canyon Way, Sparks (Lockwood), NV 89434, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, LLC.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined

as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be

purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10. Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1. Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5%

escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3. If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4. Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If MorphoTrak breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider MorphoTrak to be in default. If Customer asserts a default, it will give MorphoTrak written and detailed notice of the default. MorphoTrak will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If MorphoTrak provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless MorphoTrak or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, MorphoTrak may consider Customer to be in default. If MorphoTrak asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i)

dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to MorphoTrak. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of MorphoTrak's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Storey County

Attn: Sergeant Tony Dosen

420 Canyon Way

Sparks (Lockwood), NV 89434

Phone: (775) 847-1222

Seller: MorphoTrak, LLC

Attn: Maintenance Agreements

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Phone: (714)238-2000 Fax: (714) 238-2049

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without MorphoTrak's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's

purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

Section 11. TERMINATION FOR NON-APPROPRIATION
The continuation of this Contract beyond the terms of office of the county commissioners approving this contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding for this Contract or a like item or service is not appropriated or is withdrawn, limited, or impaired.

MORPHOTRAK, LLC ("SELLER"):

Signed: _____

Name: _____

Title: _____

Date: _____

STOREY COUNTY ("CUSTOMER"):

Signed: _____

Name: _____

Title: _____

Date: _____

Exhibit-A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA 006088-000**CUSTOMER:** Storey County

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	MorphoTrak LiveScan System to include 500PPI Scanner, Computer, Touch Screen Monitor, Keyboard. Ruggedized Cabinet, UPS.	NVSCSLSS002	1
Printer	Black & White Tenprint Card Printer, Duplexer, 2 Trays	NVSCSPRT002	1

Exhibit-B: Maintenance and Support Agreement - Number SA 006088-000

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit-C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 006088-000

Date January 31, 2018

New Term Effective

Start August 19, 2017

End August 31, 2018

Customer: Storey County	Billing Agency: SAME
Address (1): 420 Canyon Way	Address (1):
Address (2):	Address (2):
City/State/Zip: Sparks (Lockwood), NV 89434	City/State/Zip:
Contact Name: Tony Dosen	Contact Name:
Telephone: (775) 847-1222	Telephone:
Fax:	Fax:
Email: tdosen@storeycounty.org	Email:

☐ AFIS System

☒ LiveScan™ Station

☐ MORPHO BIS System

STANDARD SUPPORT

<input checked="" type="checkbox"/> Advantage – Software Support			\$ 2,181.00
♦ Telephone Response: 2 Hour	♦ Standard Releases & Updates	♦ Supplemental Releases & Updates	
♦ Remote Dial-In Analysis	♦ Software Customer Alert Bulletins	♦ 8 a.m. – 5 p.m. Monday to Friday PPM	
Standard Support: Sub-TOTAL			\$ 2,181.00

SUPPORT OPTIONS

<input checked="" type="checkbox"/> On-Site Hardware Support			\$ Included
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Next day PPM On-site Response	◆ Defective Parts Replacement	
<input checked="" type="checkbox"/> Parts Support			\$ Included
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins		

GRAND TOTAL \$ 2,181.00

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Please note: This is not an invoice. An invoice will be provided after receipt of the signed document.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 6, 2018
minutes

Estimate of time required: 15

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Interlocal agreement providing the terms and conditions for the use of Piper's Opera House by the Storey County School District and the display of historic personal property within Pipers belonging to the School District.
2. **Recommended motion:** I move to approve the interlocal agreement with the Storey County School District and authorize the chairman to sign.
3. **Prepared by:** Keith Loomis

Department: District Attorney's Office **Telephone:** 847-0964
4. **Staff summary:** Paragraph 7 of the contract for the purchase of Pipers Opera House from the School District by the County provided that following the close of escrow the County and the School District would enter into an interlocal agreement providing for the use of Pipers Opera House by the School District. Attached is that Agreement
5. **Supporting materials:** Interlocal Agreement

6. **Fiscal impact:**

Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

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

INTERLOCAL AGREEMENT REGARDING USE OF PIPER'S OPERA HOUSE

This Agreement is entered into by and between the County of Storey (County), a political subdivision of the State of Nevada and the Storey County School District (District), a political subdivision of the State of Nevada and is effective as of the date of its execution by the last party signing this Agreement.

BACKGROUND

On or about November 15, 2017, District entered into an agreement for the sale of Pipers Opera House (Pipers) to County. Section 7 of that agreement provided:

Interlocal Agreement. Following the close of escrow in this matter County and School District will enter into an interlocal agreement, whereby County will allow School District to utilize Piper's Opera House for school functions such as, without limitation, plays, musical events, assemblies and other functions for up to thirty days per year without charge. Further there are certain historical items of personal property on display at the Opera House which School District will agree may remain on display at Opera House. The terms of the interlocal agreement will be set out in a separate agreement.

Escrow for the sale of Pipers closed on or about December 21, 2017.

Interlocal agreements are authorized by NRS 277.180 and allow public agencies such as District and County to jointly use the facilities of the other. Accordingly, by this Agreement the parties intend to provide for the joint use of Pipers and the historic personal property located within Pipers on the terms set forth below.

AGREEMENT

1. County hereby agrees:
 - a. District may utilize Pipers for school functions such as plays, musical events, assemblies, award presentations, lectures and other similar activities for up to thirty (30) days per year.
 - b. County will not charge any fee, charge or rental amount for such use of Pipers.
 - c. County may authorize further use of Pipers by District with or without additional charge upon such terms as may be acceptable to both parties. Such additional usage and terms may be established by agreement of the Superintendent of District and the County Manager.

2. District hereby agrees:

- a. District will give notice 30 days in advance of an event for which it requests the use of Pipers. Such request will be made to the County Manager and will be granted if County does not have an event planned for the same day and has not authorized any other person to utilize Pipers on the same date.
- b. District will be responsible for the set-up, take down and clean-up of Pipers for any event for which District intends to utilize Pipers.
- c. District will allow County to display historical items of personal property belonging to District in Pipers.

3. Both Parties agree:

- a. Term. This Agreement will last for three (3) years, but will automatically renew for additional periods of one year unless a notice is sent by either party to the other at least thirty (30) days in advance of a renewal date. Termination may be for any reason or no reason at all.
- b. Insurance. Each party will be responsible for insuring its own property, i.e., County will insure building, fixtures and its personal property, District will insure its personal property.
- c. Indemnification. To the fullest extent permitted by law, each party shall indemnify, hold harmless and defend, not excluding the each parties' right to participate, each other from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party committing the negligent act, whether committed by that party's officers, employees and/or agents. The obligation to indemnify shall apply in all cases except for claims arising solely from either parties' own negligence or willful misconduct. Each party waives any right of subrogation against the other. Either party's duty to defend begins when a party entitled to indemnification requests defense of any claim arising from the activities arising out of this Agreement.
- d. Relationship of Parties. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- e. Third Party Beneficiaries. Unless otherwise specifically provided herein, nothing in this Agreement shall be construed to create any third party beneficiaries.
- f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

- g. Waiver of Conflict. The Storey County District Attorney has drafted this agreement for the benefit of both parties, but is an elected official of the County. School District is advised that it is free to have this agreement reviewed by legal counsel of its choice. If School District does not have independent review then it waives any conflict the Storey County District Attorney's Office may have in preparing this agreement for both parties.

Dated this ____ day of _____, 2018.

STOREY COUNTY

By Marshall McBride
Chairman Board of County Commissioners of Storey County

Attest:

Storey County Clerk

Dated this ____ day of _____, 2017.

STOREY COUNTY SCHOOL DISTRICT

President
Storey County School District Board of Trustees



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: February 6, 2018
minutes

Estimate of time required: 15

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

1. **Title:** Adoption of Resolution 18-482 setting forth a procedure by which a business may object to the adoption of a "rule" by Storey County which impacts the business.

2. **Recommended motion:** I move to approve the adoption of Resolution 18-482 and authorize the chairman to sign.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** NRS 237.030 -237.150, inclusive, require the preparation of business impact statements whenever the County adopts a "Rule" which impacts businesses. NRS 237.100(4) requires that the County adopt a procedure by which a business may object to a "rule" adopted by the County. Resolution 18-482 provides that procedure. It is based upon a procedure recommended by the Nevada Tax Commission.

5. **Supporting materials:** Resolution 18-482

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name:

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

RESOLUTION NO. 18-482

RESOLUTION Providing for the adoption of a procedure for objecting to the enactment of rules which require a business impact statement.

WHEREAS, NRS 237.100(4) requires that each governing body of a local government provide a procedure for an aggrieved business to object to a rule adopted by the governing body; and,

WHEREAS, NRS 237.100(4) further provides that once the procedure is adopted it must be filed with the clerk of the local government and be available upon request at no charge; and,

WHEREAS, The Nevada Tax Commission, upon the request of the Committee on Local Government Finance is required to advise officers of local government regarding procedures and forms that are required for compliance with the provisions of NRS 237.030 to 237.150, inclusive; and,

WHEREAS, The Nevada Tax Commission has promulgated a form of a procedure by which an aggrieved business may object to a rule adopted by a local government; and,

WHEREAS, Exhibit A Attached hereto sets forth a procedure by which a business may object to a rule adopted the Board of County Commissioners of Storey County based upon the form of the procedure promulgated by the Nevada Tax Commission.

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

The Board of County Commissioners of Storey County (Board) does hereby adopt as the procedure by which a business may object to a rule adopted by the Board the procedure set forth in the Attached Exhibit A.

IT IS FURTHER RESOLVED THAT:

The attached Exhibit A be filed with the Clerk of Storey County and be made available upon request without charge.

(Signatures on next page.)

ADOPTED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer

EXHIBIT A

PROCESS TO OBJECT TO RULE CAUSING A BUSINESS IMPACT

1. If a business believes it is aggrieved by a Rule (as defined in NRS 237.060) adopted by the Board of County Commissioners of Storey County, the business may object by filing a petition in writing with the Storey County Clerk/Treasurer at 26 South B Street in Virginia City, Nevada or by mailing to: P.O. Drawer D, Virginia City, Nevada 89444
2. The Board of County Commissioners will accept such petitions for a period of thirty (30) days following approval of the subject Rule for one of the following reasons:
 - a. The governing body failed to prepare a business impact statement as required pursuant to Chapter 237 of NRS; or
 - b. The business impact statement prepared by the governing body did not consider or significantly underestimated the economic effect of the ordinance or rule on the business.
3. Upon receipt of the petition, the Clerk/Treasurer will forward a copy to the Storey County District Attorney, the department/agency/office that generated the Rule, and the Storey County County Manager.
4. Staff will consider the merits of the petition and forward a recommendation to the Board of County Commissioners.
5. The Board of County Commissioners will determine if the petition has merit and direct staff accordingly.
6. A sample petition is attached.

SAMPLE PETITION OBJECTING TO ADOPTION OF RULE

NRS 237.100 provides that a business that is aggrieved by an ordinance, regulation, resolution or other type of instrument through which a governing body exercises legislative powers, except pursuant to Chapter 271, 278, 278A and 278B of NRS (herein a "Rule") adopted by the governing body may object to all or a part of the Rule by filing a petition. This petition form is provided to assist those who wish to object. The petition must be filed with the Storey County Clerk/Treasurer 26 South B Street in Virginia City, Nevada or by mailing to P.O. Drawer D, Virginia City, NV 89444, within thirty (30) days after the date on which the Rule was adopted.

Petitioner's name: _____
(Include name of the business or proposed business and whether it is a corporation, partnership, sole proprietorship, fictitious name):

Petitioner's type of business:

Petitioner's business location:

Street

City

County

State

Petitioner's mailing address: (If different from above):

Petitioner's telephone number: (____) ____ - ____

Petitioner is objecting to the following:

(Identify the Rule to which petitioner is objecting and state whether it is an ordinance, resolution, regulation or other instrument. Please give number if known.)

The basis of the petitioner's objection is as follows:

____ The governing body failed to prepare a business impact statement; or
____ The business impact statement did not consider or significantly underestimated the economic effect of the adopted Rule.

The nature of the impact of the above Rule on the petitioner's business is as follows: (Attach additional sheets if necessary):

By signing below, the signer of this petition certifies he/she is a duly authorized representative of the business identified above and has been authorized by that business to file this petition on behalf of the business.

Business Name

By: _____

Title of Signer: _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: January 20, 2018

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action. Approval of revised county manager's job description.

2. **Recommended motion:** I move to approve the county manager's job description revised February 20, 2018.

3. **Prepared by:** Prepared for Marshall McBride, Chair, by Robert Morris, outside counsel.

Department: County Commissioners

Tel: 847-0968

4. **Staff summary:** On August 15, 2017, the Board held a workshop on the county manager's job description. NRS 244.135 states: "The county manager shall perform such administrative functions of the county government as may be required by the board of county commissioners." On November 7, 2017 the Board again considered the county manager job description and after discussion continued the item to the January 16, 2018 meeting. (Continued on next page)

5. **Supporting materials:** The county manager job description revised February 20, 2018. Clean copy and copy showing revisions.

6. **Fiscal impact:** None

7. **Legal review required:** No

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 18

4. Staff summary continued:

After the November 7, 2017 meeting, some minor changes to the proposed job description were made. These changes were discussed on January 16, meeting where the Board again considered the county manager's job description. The Board asked for the item to come back at this meeting with changes in the performance evaluation section. The changes are shown in the backup materials. The policies considered by the Board in conjunction with the job description on January 16, 2018 meeting will be brought back at the next meeting for the Board's consideration. The Board will not consider the current county manager's job performance in connection with this agenda item.

Storey County Job Description

County Manager

Class Title: County Manager
Reports to: Board of Storey County Commissioners
FLSA Status: Exempt
Represented Status: Non-Represented
Created: March 2007
Last Revised Draft 2-20-2018

1. Job summary. The county manager is the county's chief administrative officer and reports to the Storey County Board of County Commissioners (board). The board considers and sets policy and the county manager is tasked with implementing these policies. Without limiting the specific duties and responsibilities that the county manager may be assigned by the board, the broad activity areas for measured achievement are:

- A. Executive leadership and development of goals for the county
- B. Managerial and organizational effectiveness
- C. Financial planning and preparation of the budget
- D. Human resource development
- E. Public service and communication
- F. Economic development in the county
- G. Emergency management
- H. Any job duties listed here or set by the board

2. Distinguishing characteristics: The county manager is responsible for the leadership, supervision, and management of county staff, and management of county resources consistent with the administrative and policy direction of the board. An employee in this position is unclassified and "at-will," serving at the pleasure of the Storey County County Commissioners.

3. Evaluation of job performance. The county manager will be given a yearly evaluation by the board during the first quarter of the calendar year. The board may consider an increase in salary, including a merit increase consistent with the amount given unclassified personnel and a possible performance based bonus. The administrative officer and/or personnel director (director) is responsible for placing the review on the board's agenda, providing any required legal notice, and providing material for the agenda packet including salary comparisons and any material requested by the board.

4. Examples of duties: The county manager's duties are authorized by action by the board. The duties listed below are examples of the work typically performed by an employee in this position that are authorized by the board. The board may take action to include or eliminate other duties for the county manager.

A. Assists the board in the development of overall goals of the county; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; works with the board and others to develop community and economic development plans.

B. Develops, evaluates, and implements administrative policies based on federal and state law and regulations, and the organizational goals and objectives of the board. Recommends policy changes where appropriate to the board for approval. Informs the board of operational problems.

C. Facilitates team management approach for decision making; promotes opportunities for employee involvement in collaborative and participatory problem solving; selects, directs, develops, and evaluates management personnel and other staff; administers discipline for inadequate performance or improper behavior.

D. Subject to the limitations of law and board direction; is designated the authorized representative to be responsible for the development, award and proper administration of all purchases and contracts made pursuant to the local government purchasing law, negotiates and supervises county contractual agreements, and after approval of the contract by the board, administers the agreements and if authorized by the board, enforces agreements.

E. Oversees the development of the annual county budget for approval by the board; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the board.

F. Administers the preparation of board meeting agendas; attends board meetings; makes oral and written presentations to the board of county commissioners and to other public and private groups; provides information to the news media and the public regarding County operations; represents the County with other government agencies and in meetings with the public.

G. Analyzes proposed legislation and administrative regulations for their impact on County operations; reviews and makes recommendations to the board regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.

H. Receives, investigates, and resolves complaints and concerns regarding County programs, services, employees, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters.

I. Engages with the county economic development team: transfers knowledge to attracting and enhancing private enterprise and building public-private relationships.

J. May respond to call out in emergencies, other than during normal working hours, as needed. For example, may respond to and actively participate in all hazard Incident Command Systems.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

The county manager must have knowledge of: public administration and public finance principles and methods; organizational principles and relationships, principles of strategic planning; Nevada public finance laws, regulations and practices; conflict resolution techniques; principles and practices of supervision and employee development.

The county manager must have the ability to: synthesize large volumes of data, interpret and evaluate; exercise initiative, ingenuity, independent analysis and judgment in solving difficult and complex administrative, managerial and technical problems; understand and interpret complex regulations, laws and policies; demonstrate executive leadership and management skills; supervise effectively; establish and maintain effective community relations; make effective oral and written presentations; advocate effectively for the benefit of the county's interest; gain and maintain the confidence and cooperation of elected and appointed officials and the public.

5. Licensing, education, and other requirements.

A county manager must have:

- Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:
 - Bachelor's Degree or equivalent from an accredited college or university with coursework in public or business administration, management, accounting, economics, or a similar field. Other education may be considered based on other qualifications and experience.
 - Master's Degree or higher with such major or significant coursework may be preferred.
 - At least 5 years of increasingly responsible professional experience in management, human resources, or administrative capacity that includes experience in supervision and/or personnel management in an open political environment.
 - Professional certifications, such as ICMA Credentialed Manager, applicable to the position may be preferred.
- Must possess a valid Nevada Class C Driver License.
- Ability to pass a criminal background investigation.

6. Physical demands.

The requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- **Physical Requirements.** Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone. Light lifting (up to 50 pounds) is occasionally required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability

who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

- **Working Environment.** Work is typically performed indoors in an office environment where a portion of work is performed at a desk and on a computer. Work is typically performed independently with reporting directly to the board of county commissioners as appropriate. Position may occasionally be required to travel by motor vehicle to on- and off-site locations. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activity by telephone calls, office visitors, and response to unplanned events.

Effective this ____ day of _____, 2018.

Marshall McBride
Commission Chairman

Jack McGuffey
Commission Vice-Chairman

Lance Gilman
Commissioner

Austin Osborne
Human Resources Director

Storey County Job Description

County Manager

Class Title: County Manager
Reports to: Board of Storey County Commissioners
FLSA Status: Exempt
Represented Status: Non-Represented
Created: March 2007
Last Revised Draft 2-20-2018

1. Job summary. The county manager is the county's chief administrative officer and reports to the Storey County Board of County Commissioners (board). The board considers and sets policy and the county manager is tasked with implementing these policies. Without limiting the specific duties and responsibilities that the county manager may be assigned by the board, the broad activity areas for measured achievement are:

- A. Executive leadership and development of goals for the county
- B. Managerial and organizational effectiveness
- C. Financial planning and preparation of the budget
- D. Human resource development
- E. Public service and communication
- F. Economic development in the county
- G. Emergency management
- H. *Any job duties listed here or set by the board*

2. Distinguishing characteristics: The county manager is responsible for the leadership, supervision, and management of county staff, and management of county resources consistent with the administrative and policy direction of the board. An employee in this position is unclassified and "at-will," serving at the pleasure of the Storey County County Commissioners.

3. Evaluation of job performance. The county manager will be given a yearly evaluation by the board after the end of the fiscal year during the first quarter of the calendar year. and a consideration of The board may consider an increase in salary, including a merit increase consistent with the amount given unclassified personnel and a possible performance based bonus. The administrative officer and/or personnel director (director) is responsible for placing the review on the board's agenda, providing any required legal notice, and providing material for the agenda packet including salary comparisons and any material requested by the board.

4. Examples of duties: The county manager's duties are authorized by action by the board. The duties listed below are examples of the work typically performed by an employee in this position that are authorized by the board. The board may take action to include or eliminate other duties for the county manager.

A. Assists the board in the development of overall goals of the county; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; works with the board and others to develop community and economic development plans.

B. Develops, evaluates, and implements administrative policies based on federal and state law and regulations, and the organizational goals and objectives of the board. Recommends policy changes where appropriate to the board for approval. Informs the board of operational problems.

C. Facilitates team management approach for decision making; promotes opportunities for employee involvement in collaborative and participatory problem solving; selects, directs, develops, and evaluates management personnel and other staff; administers discipline for inadequate performance or improper behavior.

D. Subject to the limitations of law and board direction; is designated the authorized representative to be responsible for the development, award and proper administration of all purchases and contracts made pursuant to the local government purchasing law, negotiates and supervises county contractual agreements, and after approval of the contract by the board, administers the agreements and if authorized by the board, enforces agreements.

E. Oversees the development of the annual county budget for approval by the board; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the board.

F. Administers the preparation of board meeting agendas; attends board meetings; makes oral and written presentations to the board of county commissioners and to other public and private groups; provides information to the news media and the public regarding County operations; represents the County with other government agencies and in meetings with the public.

G. Analyzes proposed legislation and administrative regulations for their impact on County operations; reviews and makes recommendations to the board regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.

H. Receives, investigates, and resolves complaints and concerns regarding County programs, services, employees, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters.

I. Engages with the county economic development team: transfers knowledge to attracting and enhancing private enterprise and building public-private relationships.

J. May respond to call out in emergencies, other than during normal working hours, as needed. For example, may respond to and actively participate in all hazard Incident Command Systems.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

The county manager must have knowledge of: public administration and public finance principles and methods; organizational principles and relationships, principles of strategic planning; Nevada public finance laws, regulations and practices; conflict resolution techniques; principles and practices of supervision and employee development.

The county manager must have the ability to: synthesize large volumes of data, interpret and evaluate; exercise initiative, ingenuity, independent analysis and judgment in solving difficult and complex administrative, managerial and technical problems; understand and interpret complex regulations, laws and policies; demonstrate executive leadership and management skills; supervise effectively; establish and maintain effective community relations; make effective oral and written presentations; advocate effectively for the benefit of the county's interest; gain and maintain the confidence and cooperation of elected and appointed officials and the public.

5. Licensing, education, and other requirements.

A county manager must have:

- Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:
 - Bachelor's Degree or equivalent from an accredited college or university with coursework in public or business administration, management, accounting, economics, or a similar field. Other education may be considered based on other qualifications and experience.
 - Master's Degree or higher with such major or significant coursework may be preferred.
 - At least 5 years of increasingly responsible professional experience in management, human resources, or administrative capacity that includes experience in supervision and/or personnel management in an open political environment.
 - Professional certifications, such as ICMA Credentialed Manager, applicable to the position may be preferred.
- Must possess a valid Nevada Class C Driver License.
- Ability to pass a criminal background investigation.

6. Physical demands.

The requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- **Physical Requirements.** Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone. Light lifting (up to 50 pounds) is occasionally required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability

who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

- **Working Environment.** Work is typically performed indoors in an office environment where a portion of work is performed at a desk and on a computer. Work is typically performed independently with reporting directly to the board of county commissioners as appropriate. Position may occasionally be required to travel by motor vehicle to on- and off-site locations. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activity by telephone calls, office visitors, and response to unplanned events.

Effective this ____ day of _____, 2018.

Marshall McBride
Commission Chairman

Jack McGuffey
Commission Vice-Chairman

Lance Gilman
Commissioner

Austin Osborne
Human Resources Director

Vanessa Stephens

From: Pat Whitten
Sent: Monday, February 12, 2018 10:55 AM
To: Vanessa Stephens
Cc: robert morris; Anne Langer; Austin Osborne; Marshall McBride
Subject: Re: county manager job description

This is approved per our pending policy update requirements. As we discussed, please place a copy of this email in the agenda packet evidencing my approval. Thanks...

Pat

Pat Whitten
Storey County Manager
pwhitten@storeycounty.org
(775) 847-0968 - Office
(775) 721-7001 - Cell

> On Feb 12, 2018, at 8:28 AM, Vanessa Stephens <vstephens@storeycounty.org> wrote:

>

> I will get it added. Thanks!

>

> Vanessa Stephens

> Clerk & Treasurer

> Storey County, NV

> Storey County is an Equal Opportunity Provider & Employer

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> -----Original Message-----

> From: robert morris [mailto:fourmorr@charter.net]

> Sent: Sunday, February 11, 2018 3:21 PM

> To: Vanessa Stephens <vstephens@storeycounty.org>

> Cc: Anne Langer <alanger@storeycounty.org>; Pat Whitten <pwhitten@storeycounty.org>; Austin Osborne <aosborne@storeycounty.org>; Marshall McBride <mmcbride@storeycounty.org>

> Subject: county manager job description

>

> Hi Vanessa:

>

> Would you please put this item on the agenda for the February 20, 2018 meeting? I am sending the agenda action report, clean copy of the job description, and one showing the changes. Please let me know if there are any problems.

>

> Thanks, Bob.

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Storey County Board of County Commissioners Agenda Action Report

Meeting date: 2-20-18

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Melissa Field

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No. 19

Storey County Community Development

Business Licensing



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

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

February 12, 2018
Via email

Please add the following item(s) to the **February 20, 2018** 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. CALIFORNIA DRILLING & BLASTING CO, INC – Contractor / 525 Mission St ~ Pasadena, CA
- B. SIERRA SHADING SOLUTION INC – Contractor / 685 Abbay Way ~ Reno, NV
- C. INFINITY AUTOMATION – General / 561 Keystone Ave ~ Reno, NV
- D. COPPER ENVIRONMENTAL CONSUTLING, INC – Professional / 406 E. Park Ave ~ Anaconda, Mt
- E. TRANE US, INC – Contractor / 4145 Del Mar Ave ~ Rocklin, CA
- F. VITAL SYSTEMS CORPORATION – General / 4999 Air center Cir ~ Reno, NV
- G. LITTLE CITY PIZZERIA, LLC – 2632 Alessandro Ct ~ Sparks, NV
- H. T E LARSON INC – General / 1696 S. Virginia St ~ Reno, NV
- I. TEAM INDUSTRIAL SERVICES, INC – General / 13131 Dairy Ashford ~ Sugarland, TX
- J. INDUSTRIEMONTAGE MEHNERT – General / 7 Bergstrabe ~ Muelsen, Germany
- K. LAPP USA INC – General / 6975 S. Decatur Blvd ~ Las Vegas, NV
- L. CHARTWELL STAFFING SOLUTIONS – General / 5220 Longley Lane ~ Reno, NV
- M. SAVAGE WELDING SUPPLY, DBA – General / 265 Pompe Way ~ Reno, NV
- N. PLASMO USA LLC – General / 44160 Plymouth Blvd ~ Plymouth, MI
- O. SIXCLEAR LIMITED LIABILITY CO – General / 500 E 4th St ~ Austin, TX
- P. HIGH CALIBER GLASS – Contractor / 1220 E. Greg St ~ Reno, NV
- Q. THE SHERWIN-WILLIAMS COMPANY – General / 1286 Disk Dr ~ Sparks, NV
- R. HD SUPPLY CONSTRUCTION SUPPLY, LTD / General / 501 West Church St ~ Orlando, FL
- S. EXPEDITORS BY LINDALE, INC – General / 638 N. Eckhoff St ~ Orange, CA
- T. TENANT SALES AND SERVICE – General / 701 N. Lilac Dr ~ Minneapolis, MN
- U. ORKIN – General / 9410 Prototype Dr ~ Reno, NV
- V. THE RYAN COMPANY - Contractor / 15 Commerce Way ~ Norton, MA
- W. PROAXIA CONSULTING K.K. – General / Osaka, Japan
- X. CTOU INC – General / 5209 W. 700 S. ~ Salt Lake City, UT
- Y. TACOS EL GORDO – General / 5330 Torobie Dr ~ Sun Valley, NV
- Z. SUSHI PIER LLC, DBA:FOOD EVOLUTION – General / 1290 E. Plumb ~ Reno, NV
- AA. ELECTRIC BLUE ELEPHANT – General / 136 Moran ~ Reno, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office