

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

3/20/2018 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 March 20, 2018.

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for January 16, 2018.

5. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for February 20, 2018.

6. **CONSENT AGENDA**

I For possible action, Approval of payroll claims in the amount of \$1,104,300.09 and accounts payable claims in the amount of \$926,752.20.

II For possible action, Approval of business license first readings:

A. NIKKE MACHINE MANUFACTURING CORP - Contractor / Hyogo, Japan

B. KORBIN CONRAD, DBA: TOP DOG CARPET CLEANING - Home Business
/ 210 S"O" ~ VC, NV

C. WHITE DAISY DESIGNS, LLC - General / 160 C St ~ Virginia City, NV

D. SABER ENGINEERING, INC - General / 5421 Kietzke Ln ~ Reno, NV

E. FLUX RESOURCES LLC - General / 2100 SW River Pkwy ~ Portland, OR

F. CGS MULE, LLC - General / 680 E Glendale Ave ~ Sparks, NV

G. AUTOMATION & CONTROL CONCEPTS, INC - General / 401 Ryland St ~
Reno, NV

H. PRECISION AIR BALANCING CO, INC- General / 1240 N. Jefferson St ~
Anaheim, CA

I. TRAVELERS ALLIANCE GROUP - General / 6775 Engle Rd ~ Middleburg
Heights, OH

J. VICTORY WOODWORKS, INC - Contractor / 3401 Kresge Ln ~ Sparks, NV

K. APEX ANODIZING (NEW), INC - General / 280 B Coney Island ~ Sparks, NV

L. ATKINS NORTH AMERICAN, INC - General / 10509 Professional Cr ~
Reno, NV

M. RAGLEN SYSTEM BALANCE, INC - Contractor / 1121 University Terrace ~
Reno, NV

N. DEBBIE TAYLOR - General / 9910 Matterhorn BLVD ~ Reno, NV

O. EUROSOFT-CONTROL LLC - General / 401 Ryland St ~ Reno, NV

P. OCS GROUP LLC - General / 401 Ryland St ~ Reno, NV

Q. JEOL USA, INC - General / 11 Dearborn Rd ~ Peabody, MA

R. ADF INTERNATIONAL INC - Contractor / 1401 N. University Dr ~ Coral Springs,
FL

S. EDEN HOSPICE AT CARSON CITY - General / 4601 NE 77th ~ Vancouver, WA

T. W.W. GRAINGER, INC - General / 100 Grainger ~ Lake Forest, IL

U. VINNIE'S ELECTRIC INC - Contractor / 1773 Walnut Dr ~ Fernley, NV

V. NORTH BEND EQUIPMENT - General / 7453 Empire Dr ~ Florence, KY

W. PIPEWORKS PLUMBING & HEATING INC - Contractor / 550 E. Plumb Ln ~
Reno, NV

X. VIRGINIA CITY LODGING.COM - General / 74 S. "C" St ~ Virginia City, NV

Y. FUNDIN PUMP & WELL SERVICE LLC - Contractor / 4030 Eastlake Blvd ~ Washoe Valley, NV
 Z. MARSH CREEK, LLC - Contractor / 2000 E. 88th Ave ~ Anchorage ,
 AA. ORBIS TECH SERVICES, LLC - Contractor / 1215 Kleppe Ln ~ Sparks, NV
 BB. ALPHA OMEGA MECHANICAL LLC - Contractor / 135 Coney Island Dr ~ Sparks, NV
 CC. TA OPERATING LLC, DBA: TRAVEL CNTRS OF AMERICA-General/24601 Cntr Ridge ~Westlake, OH
 DD. GEORGE DELONG CONSTRUCTION INC - Contractor / 833 E. Fourth St ~ Winnemucca, NV
 EE. SAGE RIVER DEVELOPMENT - Contractor / 9460 Double R Blvd ~ Reno, NV
 FF. VIEGA LLC - General / 12303 Airport Way ~ Broomfield, CO
 GG. TIMELY TESTING, LTD - General / 8725 Technology Way ~ Reno, NV
 HH. HOTATECH, INC - General / 15348 Valley Blvd ~ City of Industry, CA
 II. MARK STAFFORD REAL ESTATE APPRAISER - General / 685 Sienna Park Ct ~ Reno, NV
 JJ. DEGENKOLB ENGINEERS - General / 375 Beale St ~ San Francisco, CA
 KK. EVOLVED K9 TRAINING LLC - Home Business / 1537 Canal Rd ~ Sparks, NV

III For possible action, approval of first reading general license- Virginia City Brewery & Taphouse at 62 N C St., Virginia City, NV 89440. Add Frederic Cline to the existing business license.

IV For possible action, approval of first reading for General Business License name change - Firehouse BBQ, name change to Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.

V For possible action, approval of Storey County to assume original Pipers Opera House elevator contract with OTIS United Technologies.

VI For possible action, approval of Treasurer's Report for February 2018.

7. DISCUSSION/POSSIBLE ACTION:

Approval of Resolution # 18-483 authorizing staff to negotiate with the developers for the formation of Storey County Special Assessment District No. 01 (Tahoe-Reno Industrial Center) to provide a portion of the funds needed for the construction of an effluent water line. Also attached are draft forms of a propose Expense Reimbursement Agreement and a Deposit Agreement for review and possible approval of the forms.

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

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

10. DISCUSSION/POSSIBLE ACTION:

Appoint Storey County representative to the Carson Water Subconservancy District (CWSD) Carson River Watershed Committee as a voting member.

11. DISCUSSION/POSSIBLE ACTION:

Authorize the County Manager to sign contract between Storey County and the Carson Water Subconservancy District (CWSD) in the amount of \$15,000 in the 2018-19 fiscal year to reimburse the CWSD for development of the Mark Twain drainage area master plan identifying and quantifying the flood hazard risk in the Mark Twain Estates and immediate surrounding area.

12. PUBLIC HEARING (NO ACTION):

Public hearing on an Interfund Loan for the Storey County 5 Mile Water Line project from the General Fund to the Water System Fund in the amount of \$2,126,000.

13. DISCUSSION/POSSIBLE ACTION:

Approval of United States Department of Agriculture (USDA) Rural Development Loan Resolution for the Financing of the Storey County 5 Mile Water Line Project.

14. DISCUSSION/POSSIBLE ACTION:

Approval of Resolution #18-484 authorizing an Interfund Loan to the Storey County Water Fund from the Storey County General Fund for the Five Mile Waterline Replacement Project.

15. DISCUSSION/POSSIBLE ACTION:

Workshop to review and discuss different performance evaluation criteria and methods that may be used for evaluating the annual performance of a County Manager.

16. DISCUSSION/POSSIBLE ACTION:

Approval of administrative policies that give the county manager either significant job duties or the responsibility for making sure the policies are approved by the board and are followed by staff.

17. DISCUSSION/POSSIBLE ACTION:

Review and possible approval of Auditor Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2017.

18. DISCUSSION/POSSIBLE ACTION:

Selection of an Auditor for Storey County for the year ended June 30, 2018.

19. DISCUSSION/POSSIBLE ACTION:

First Reading of Ordinance No. 18-283 an ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses, and other properly related matters. 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.

20. DISCUSSION/POSSIBLE ACTION:

First Reading of Ordinance 18-284 amending provisions of the transient lodging tax provisions of Storey County Code chapter 3.60 to provide for the maximum stay to which the tax applies, to clarify the disposition of the revenues of the tax, providing a route for review of a transient lodging tax audit and other matters properly relating thereto.

21. 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.

22. DISCUSSION/POSSIBLE ACTION:

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

23. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT

24. DISCUSSION/POSSIBLE ACTION:

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

25. ADJOURN TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

26. DISCUSSION/POSSIBLE ACTION:

First reading for On-Sale Liquor & Cabaret License for Virginia City Brewery & Taphouse at 62 N C St., Virginia City, NV 89440. Add Frederic Cline to the existing business license.

27. DISCUSSION/POSSIBLE ACTION:

First reading for On-sale liquor license Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.

28. DISCUSSION/POSSIBLE ACTION:

Second reading for On-Sale Liquor License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.

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

30. DISCUSSION/POSSIBLE ACTION:

Second reading, General Business License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.

31. DISCUSSION/POSSIBLE ACTION:

Special Use Permit 2018-008 request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

32. DISCUSSION/POSSIBLE ACTION:

Approval of Business Licesnse Second 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. TOP DOG CARPRT CLEANING - Home business / 210 S. O St ~ Virginia City, NV

33. PUBLIC COMMENT (No Action)

34. ADJOURNMENT

35. CLOSED SESSION:

- I Call to order closed session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/ AFSCME 4041 Comstock Chapter. Discussion will be limited to Appendix A of the 2016-2019 collective bargaining agreement pertaining to wages for building inspectors and fire prevention officers, and other properly related article(s) of the agreement. This meeting will commence immediately following the regular meeting of the board.
- II Call to order closed session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employees' Association/ NAFSA. Discussion will be limited to amending Appendix B of the 2017-2020 collective bargaining agreement pertaining to wages for certain employees promoted to Sergeant in 2016 and Deputies hired in 2011 and other properly related matters of the agreement. This meeting will commence immediately following the regular meeting of the county commission.

NOTICE:

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

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

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

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

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

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

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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 3/14/2018; 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 at 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: March 20, 2018
Agenda Item Type: Regular Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** Approval of the minutes for January 16, 2018.
2. **Recommended motion:** Approve 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:** No
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 16, 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, Commissioner Gilman County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Sheriff Gerald Antinoro, Administrative Officer/Planning Director Austin Osborne, IT Director James Deane, Comptroller Hugh Gallagher, Tourism Director Deny Dotson, Community Relations Director Cherie Nevin, Justice of the Peace Eileen Herrington, Recorder Jen Chapman, Special Counsel Robert Morris, Senior Center Director Stacey Gilbert, and Community Chest/Library Director Eric Schoen.

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

Meeting was called to order by Chairman McBride at 10:20 A.M.

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for January 16, 2018

Public Comment:
None

Motion: Approve Agenda for January 16, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

4. CONSENT AGENDA:

I For possible action, approval of payroll claims in the amount of \$398,434.35 and accounts payable claims in the amount of \$669,395.92.

II For possible action, approval of the Treasurers Report for December 2017.
III For possible action, approval of First reading for General Business License - CCW Instructor. Applicant is James Wes Francis, owner of First Shot, 176 Rind Rd. Dayton, NV.

IV For possible action, approval of Justice Court Quarterly Report.

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

- A. INTERNATIONAL FLOW TECHNOLOGIES, INC - Contractor / 30230 Los Alamos Rd ~ Murrieta, CA
- B. CONCRETE NORTH, INC - Contractor / 10274 Iron Rock Way ~ Elk Grove, CA
- C. ENCORE - Contractor / 14830 Kivett Ln ~ Reno, NV
- D. FREMOUW ENVIRONMENT SERVICES, INC - Transportation / 6940 Tremont Rd ~ Dixon, CA
- E. MIKE HICKEY CONSTRUCTION, DBA: 3M ROOFING / Contractor / 3046 Achilles Dr ~ Reno, NV

Public Comment:

None

Motion: Approve Consent Agenda for January 16, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Community Chest/Library Director Erik Schoen:

- The Community Chest Angel Tree Program was very successful with a record number of 105 gifts from members of the community. 40 holiday baskets were passed out.
- A gift of \$150,000 has been received from the Pennington Foundation. This donation will enable completion of the new Library building without incurring debt.
- The building is scheduled to be finished by the end of March.

Recorder Jen Chapman:

- With the approval of the contract with Tyler, technological changes are moving at record speed.
- Busy with business process changes, and all paperwork has been completed. The AS400 cannot be applied to modern programs.
- Goals and needs of the different offices are being looked at.
- A data pull has been done, but due to issues will be done again.
- Updates will be given as work is completed.

Tourism Director Deny Dotson:

- The 2018 Special Event calendar is now available.
- New events this year include: Cowgirl Saloon Crawl and a line-dancing competition. A Mexican rodeo has been added to Sunday of the weekend of the rodeo.
- At this time, the Ferrari Hill Climb has not been authorized.

- Beacons, which work with the VC mobile app, are being installed in various locations around Virginia City. By downloading the app visitors will be able to receive notifications regarding properties and history of various buildings.
- Work has started on the next budget.
- The V&T Rail Commission meets next week with a workshop to discuss various items that need to be addressed.

Director of Planning/Administrative Officer Austin Osborne:

- The Truckee River Flood Project has approached the County to look at a 60% design review for a portion of the (Truckee River) flood project that would affect Storey County - in Vista Narrows, an area in Sparks. The plan is to widen the river and send it down to Storey County, raising the river one foot. They want to abate any flooding in the Rainbow Bend/Lockwood areas and downstream to Pyramid Lake. The County will review the 60% design and make sure Rainbow Bend/Lockwood residents' needs are met. The County's position is what the residents want the County wants, regarding any proposals for abatement by the project.
- Mark Twain flood project is moving forward. FEMA will be paying the majority of the cost with the balance split between Lyon and Storey County for the rest of the study looking at future flood abatement.
- Working with the Carson Water Sub-conservancy Board to become a higher level member in that agency which would give the County better access to FEMA funds for various projects.
- Health benefits situation is still bad. The County will likely stay with Hometown Health as no one else will bid based on the County's current experience rating. It is typical to have cycles with a lot of claims followed by a few years of not many claims. Some adjustments may be needed.
- Approximately 50 or so new or revised personnel policies have been approved with an additional 50 to come.

Comptroller Hugh Gallagher:

- Pipers Opera House accounting has been received.
- There are reconciliation accounting issues for the V&T Rail Commission. The steps taken two years ago, the County not giving them any funds, looks like it was a good decision.
- Attended a Government Financial Officers seminar regarding new systems coming in.

Project Manager Mike Northan:

- Masonry work is being done on the Courthouse roof with sheeting replacement to follow.
- Beginning around January 29th, the north half of the parking lot will be cordoned off for this work.
- Materials have been submitted to SHPO for approval of the Courthouse interior work.

Planner Kathy Canfield:

- Work has started on updating the sign ordinance, making it more user-friendly. Input is requested from property/business owners.
- Confirmation was received from the Census that maps have been updated for the County's boundary area survey - 600 acres annexed from Washoe County.

County Manager Pat Whitten:

On behalf of Acting Public Works Director Jason Wierzbicki:

- New playground equipment has been ordered for Louise Peri Park. Commissioner Lance Gilman donated \$10,000 towards the purchase of this equipment.
- Equipment is being readied for the potential storm later this week.
- Mike Nevin reports he is actively working with Ames Construction on the sewer project and it is going quite well. Only issues so far are the fairly significant historic findings around E Street which require notice and approval from several agencies.
- A team is working on a solution for a new courtroom for Justice Court. The primary option would be to build a court structure on the north side, to be contiguous with, the Courthouse building. Currently estimates are all over the board.

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

Commissioner Gilman: Recently had a private discussion with a management individual from Tesla who stated how happy they are in dealing with Gary Hames, and how professional Mr. Hames and County Fire Department employee Martin Azevedo are. He said the attitude and response of the County employees is extremely helpful while enforcing codes. This came from an individual who developed major infrastructure around the world. The building of Tesla is a major challenge in any community – yet they reached out regarding Mr. Hames and Mr. Azevedo. There had been concern with the retirement of Mr. Haymore. Two times the permits have been processed by the Hames group than any other time – processed diligently, and faster and better. This is a win/win for everyone. Credit to Mr. Whitten, Mr. Osborne, and the Planning Department on a hard transition.

Tesla is not the only company praising the County's permitting process and fire plan review. Storey County is now known throughout the world as the premier site for global tech company relocation.

In the meantime, Mr. Osborne and his team, finalized the County's Master Plan, re-wrote the County Codes regarding subdivision, and drafted a design manual. It is amazing what has been done over the last year. Everyone should be proud of Storey County.

Vice Chairman McGuffey:

- Was recently in Lockwood for Mustang Cares and saw that work has begun on the bridge in Rainbow Bend. The residents are very happy this is moving along.
- Also visited Mark Twain for Mustang Cares. Noticed there is a lot of trash along the roads, including along 341 from Lousetown Road.

7. DISCUSSION/POSSIBLE ACTION: National Radon Action Month Proclamation

Community Relations Director Cherie Nevin: Each January the Board is asked to declare January, National Radon Action Month.

Nadia Noel, UNR Cooperative Extension Radon Education Coordinator, discussed the importance of testing for radon:

- Free radon test kits are available to residents during the months of January and February.
- Tests kits are available at the Storey County Library – weekdays from 10 am to 5pm, at the Storey County Senior Center on February 15th, and other locations.
- 29% of homes tested in Storey County have elevated levels of radon.
- For information regarding radon, go to www.radonnv.com or call 1-888-radon10.

- It is recommended testing be done every two years, after remodeling and earthquakes, and prior to selling a home.

Ms. Nevin read the Proclamation: A Proclamation Declaring January 2018 as National Radon Action Month in Storey, Nevada:

Whereas, many Storey County residents don't know about radon, yet need to know, for the safety and health of their families, as radon is a colorless, odorless, naturally occurring radioactive gas that is the primary cause of lung cancer among nonsmokers; the second leading cause of lung cancer in smokers, and

Whereas, the U.S. EPA estimates 21,000 people in the U.S. die each year from lung cancer caused by indoor radon exposure, and lung and bronchus cancer kill more people in a year than any other cancer, and

Whereas, radon kills more people than secondhand smoke, drunk driving, choking, drowning or home fires, and

Whereas, any home in Storey County may have elevated levels of radon, even if neighboring homes do not, and living in a home with average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

Whereas, testing is the only way to know if a home has an elevated radon level, and testing is easy and inexpensive, and when identified, homes can be fixed; and

Whereas, University of Nevada Cooperative Extension, the Nevada Division of Public and Behavioral Health, and the U.S. Environmental Protection Agency support efforts to encourage all Storey County residents to test their homes for radon, mitigate elevated levels of radon, and have new homes built with radon-reducing materials and features,

Now, therefore, We, the Storey County Board of Commissioners, do hereby proclaim January 2018, as "National Radon Action Month" in Storey County, Nevada.

Adopted this 16th day of January 2018.

Public Comment:

None

Motion: I move to proclaim January 2018 as National Radon Action Month in Storey County,

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

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

8. DISCUSSION/POSSIBLE ACTION: A resolution honoring Bruce and Linda Larson & Botcha-Caloop's as the 2017 Storey County Business of the Year.

Virginia City Tourism Director Deny Dotson: Each year Storey County recognizes one business as Business of the Year. This award is selected based on input from the County Commission, County Manager, department heads, and the Tourism Commission Board. The business selected will show significant achievements and contributions to the residents of Virginia City and/or Storey County.

Staff has recommended Bruce and Linda Larson of Botcha-Caloop's be nominated as the 2017 Storey County Business of the Year.

Mr. Dotson read the Resolution:

A Resolution Honoring Bruce and Linda Larson & Botcha-Caloop's as the 2017 Storey County Business of the Year

Whereas, this award will be given to a Storey County business or organization that has shown significant contributions towards the economic stability in Storey County;

Whereas, Bruce and Linda Larson & Botcha-Caloop's have shown nearly 20 years of extraordinary entrepreneurship, market innovation, strong community relations and contributions towards fulfilling a needed service in Virginia City;

Therefore, let it be known to all present that the Board of County Commissioner of Storey County do hereby resolve to commend and honor Bruce and Linda Larson & Botcha-Caloop's for their continued and exemplary service to the people of Storey County.

Passed and adopted this 16th day of January 2018.

County Manager Whitten: We are recognizing the true epitome of "mom & pop" operations and I can't think of a better honoree.

Bruce Larson: We are proud to put out a good product, proud to work with the County and with "Made in Nevada" since 2003 - who helped get us in front of the Legislature and other places that we wouldn't have seen otherwise. Thank you very much.

Vice Chair McGuffey: Has purchased and received products, the quality is amazing.

Chair McBride: Bruce and Linda's work is seen all over the state - in government offices, the courthouse, and the Bucket of Blood Saloon. Bruce is a Comstock native, retired from the Storey County Sheriff's Office.

Public Comment:

None

Motion: I move to approve resolution honoring Bruce and Linda Larson & Botcha-Caloops as the 2017 Storey County Business of the Year, **Action:** Approve **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

9. DISCUSSION/POSSIBLE ACTION: Review and possible approval of reimbursable costs through the voucher program payable to TRI Center for its extension of Milan Drive in the amount of \$ 825,647.23 which amount includes an overage of \$28,921.00 over the estimated costs previously approved.

Commissioner Gilman recused himself from discussion and vote on this item due to a pecuniary interest.

Comptroller Hugh Gallagher: The Board previously approved improvements to the Milan Drive extension in 2015. This item is for approval of a \$28,921.00 overage resulting from additional design and materials.

Chuck Reno, Senior Engineer - Farr West Engineering: Farr West became involved in this project in 2015. Some improvements had been made prior. A cost estimate was submitted in July 2015 for \$1,063,600. Seven bids were received ranging from \$653,000 to \$832,000. The project was awarded to the lowest bidder, F&P Construction. During construction, asphalt costs went over about \$19,000. There was about \$10,000 in overage to Farr West for engineering and surveying.

The project was completed in spring 2016.

Chair McBride commented this did not seem out of line as far as cost overruns go.

Mr. Whitten, as Administrator for the Public-Private Partnership Capital Improvement Plan under the Development Agreement, recommended approval.

Public Comment:

None

Motion: Per staff's recommendation, I hereby approve the infrastructure costs for the extension of Milan Drive in the amount of \$825,647.23, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=2)**

10. DISCUSSION/POSSIBLE ACTION: Review and possible approval of agreement with VIEVU Solution Services LLC to provide 18 body cameras and associated services to the Storey County Sheriff's Office for a subscription fee of \$47.00 per month per camera, an approximate total amount \$50,000.00.

Sheriff Antinoro presented this item which was before the Board previously. The District Attorney's Office and the provider have worked out issues with language in the contract. Approval is recommended noting this was not in the budget but that it is mandated by the State to begin July 1st.

Deputy District Attorney Keith Loomis: Had requested about 11 changes to the contract, VIEVU accepted 9. Approval is recommended as it stands today.

Mr. Whitten: This is a 5 year contract, not 3 years as stated in the previous contract.

Sheriff Antinoro: That was one of the errors in the prior contract - this is a 5 year contract. This can be an annual payment, a one-time payment, monthly payments - whichever is best. The Comptroller will be asked about this.

Mr. Loomis: A paragraph has been added to include terms for termination unless this contract is funded in the budget (non-appropriation).

Mr. Whitten: Staff recommends the County pay no more frequently than annually.

Public Comment:

Mark Joseph Phillips, Virginia City Resident: Loves body cameras and believes it holds citizens and Sheriff/Police Departments responsible.

Motion: I make a motion to approve the contract and expenditure for the purpose of body cameras for the Storey County Sheriff's Office that are outside the budget for fiscal year 1/18 and augment the budget accordingly, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Second reading for General Business License. Applicant is Carol Maley, owner of Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440.

Sheriff Antinoro recommended approval.

Public Comment:
None

Motion: I move to approve Second reading for General Business License. Applicant is Carol Maley, owner of Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

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

Sheriff Antinoro recommended approval.

Public Comment:
None

Motion: I motion to approve Second reading for Off-sale Liquor License. Applicant is Carol Maley, owner of Virginia City RV Park LLC located at 355 N F Street, Virginia City, NV 89440, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=4)

14. ADJOURN TO RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS

Chairman McBride called for recess at 11:35 AM
Meeting reconvened at 11:45 AM

15. DISCUSSION/WORKSHOP (No Action): Discussion of administrative policies that give the county manager either significant job duties or the responsibility for making sure the policies are approved by the board and are followed by staff.

District Attorney Anne Langer present via telephone.

Outside Counsel Robert Morris presented this workshop item. No action will be taken today. Mr. Morris reminded the Board to not consider the current County Manager's job performance in

connection with this item. Existing, revised, and new policies are provided in this review. Suggestions provided by Mr. Osborne and the Board are included - there are no real major changes.

Mr. Morris reviewed the list of policies he has addressed. Including:

- Policy No. 8 - Agenda requests:
 - This is clearly County Manager responsibility.
 - To simplify the process - it is suggested the Agenda Action form used by the County, be used by everyone outside the County.
 - Mr. Whitten requested all agenda items be turned in by noon on Monday, with all back-up provided by end of the day Tuesday.
 - Mr. Morris and the Clerk feel everything should be turned in on Monday.
 - At this point, it is suggested to follow Mr. Whitten's request.

Mr. Whitten: Using the same form for County staff and everyone outside the County is a good idea. I will work with Mr. Morris and the Clerk in finalizing other items.

Mr. Morris continued:

- Policy No. 042 - Contracts and Agreements (reviewed with and some changes made by Mr. Osborne):
 - Paragraph II.C contains additions by Mr. Osborne regarding personnel - temporary and permanent, and other additions;
 - Current policy authorizes the County Manager to sign contracts and agreements valued at less than \$10,000. The Board should decide what number they are comfortable with.

Commissioner Gilman: My position is for a \$5,000 cap for any expenditure, not necessarily just contract expenditures, and it should be reviewed and approved at least by the County Manager and Comptroller. Anything over \$5,000 should be reviewed by the Board. Mr. Morris' position for \$10,000 is understood.

Mr. Morris: It could be this as long as the Comptroller approves, it could be a higher amount (over \$5,000).

Commissioner Gilman: Not referring to the present County Manager who has many years of banking experience and as County Manager - this is looking forward to when a new county manager is in place. There should be more stringent controls for the next manager - who we may not know.

Vice Chairman McGuffey asked where the \$10,000 number came from.

Mr. Morris: Looked through many different County policies and is not sure where he saw it. Some counties have much higher policies - reflecting scale.

District Attorney Langer: Spoke with other counties. In Douglas County, if it was below \$50,000 - the Comptroller sees if the money is there, the District Attorney makes sure it is legal, H.R. looks to be sure there are no employment issues - and along with the County Manager, they get together to look at those contracts. Anything over \$50,000 goes before the Board.

Mr. Morris: This is an option. As stated, we could have the Comptroller sign off and/or have a meeting with the D.A. and H.R. and maybe raise the \$5,000 to a higher amount. It depends on what Board wants.

Ms. Langer: Thinks the County is still small enough to go over contracts at a weekly meeting to make sure everything is covered. This will insure there are "checks and balances". Each jurisdiction deals with different numbers. Talking with other jurisdictions anything that did not go before the Board had a group looking at it. Everyone doesn't necessarily sign off on the contract, but they all sign off stating the contract has been reviewed and approved.

Commissioner Gilman: Whether it's an appropriated expense or outside appropriation should be addressed. Items that have been appropriated by the Board for expenditures during the year may not need much scrutiny and may be handled by the County Manager and Comptroller. Unappropriated items need a higher level of scrutiny.

Chair McBride: A budgeted item would not need to come before the Board, a non-budgeted item would.

Ms. Langer: If \$10,000 is the amount - anything above that would go before the Board. Amounts under that would go through the "checks and balances" with the group.

Mr. Morris: Current policy states contracts must be reviewed by the District Attorney, County Manager, and Comptroller.

Chair McBride: Any amount? Are there any issues with the edits by Mr. Osborne?

Mr. Morris: Yes - any amount. I might re-word Mr. Osborne's edits a bit. Payments made on a regular basis, routine items - need to be pinned down and would not need such review.

Ms. Langer: Right now contracts are being discussed. Routine things, not necessarily a contract, would not have to go through the group.

Mr. Morris: With the suggestions, some items and language can be changed and added to make it cleaner.

- Voluntary Retirement Program: Douglas County's program was reviewed.
 - If someone is going to be replaced by someone making less money, the County would benefit by someone retiring early.
 - If the new person comes in at a pay grade or salary level (lower or the same) over a period of say three years, as incentive for early retirement the County could pay up to a certain number in PERS. Generally the County would not suffer because the new employee will be earning less which should cover the cost of PERS purchase.
 - A procedure is set out under the new policy Voluntary Retirement Program. There is no existing policy.
 - There have been discussions regarding people who have had buy-outs through the years.

- This would set policy for people voluntarily retiring early, being replaced by someone earning a lower pay.
- The Board should consider this policy as budgetary savings are part of this.
- Separation Agreements:
 - The Board can approve an agreement the County Manager makes that an employee separating from County employment receive a separation bonus for outstanding service, in addition to any pay or PERS.
 - There is another potential of an outright bonus for persons working for the County. A policy has not been prepared for this.

When a person asks to retire early, the Board will have checks to insure eligibility for the program and will know what the salary savings are going to be.

Ms. Langer: These are things that have been coming up. We want the Board to make decisions on how they want these matters handled and what they would like to see.

Vice Chairman McGuffey: Is a policy needed? There are guidelines here. When someone wants to retire early, it can be negotiated with H.R. and the County Manager - they will determine when the person retires early if someone else will be hired at a lower rate. There should be advantage to having a lower wage person which fills the gap if a bonus or buyout is given. This should come before the Board so the Board knows what's going on. I'm not against the buyouts, just need transparency.

Mr. Morris: The premise of this policy is that it's a Board decision whether to go forward with a buyout or not.

Ms. Langer: Some sort of language or policy is needed to bring it to the Board.

Vice Chair McGuffey: County Manager, H.R., and Comptroller make sure everything is on "the up and up" and then it's brought to the Board for approval.

Commissioner Gilman: Believes quality policies and procedures protect employees, the Commission, and puts everything in perspective as to the rules.

Chairman McBride: The "voluntary retirement program" is a tool to be used for the reasons indicated. Not so sure about putting this into policy. If every employee has an expectation of early retirement, the Comptroller will have to "book time" on how much it's going to cost. I like the way it has been done in the past - it's a "one on one" basis, the decision is made on whether or not it's in the County's best interest. It will not always be of financial benefit to the County. I don't believe it should be policy.

Mr. Morris: If some employees are going to get a voluntary early retirement, shouldn't there be rules to show what the basis is? I feel there will not be that many people who will use early retirement as in the past.

Chair McBride: It could be a monetary savings, health issues, or a variety of other reasons.

Ms. Langer: How can there be a system in place without something in writing? The policy would be what the rules are – everyone will know that it's going before the Board.

Chair McBride: The person who would like to retire early could go to the County Manager and H.R., plead their case, and based on the numbers, early retirement would or would not be recommended. If not recommended, it would not go to the Board.

Mr. Morris: This is what's currently in the proposed policy. If the Board is going to make a decision, there has to be some sort of procedure or criteria.

Public Comment:

Nicole Barde, Storey County Resident: Agrees with Chairman McBride somewhat – you do not want to incentivize employees to leave. Typically, early retirement is at the discretion of the company for business purposes. This should not be the employee making a request, but the County looking at better, cheaper ways to do business. Why are elected officials excluded?

Mr. Morris: They are elected by the people and salaries are set by the Legislature, there would not be any salary savings.

Ms. Barde: What about other bonuses for employees who continue employment with the County?

Mr. Morris: This was not drafted at this time and will defer to the Board if they want a policy or not. If the Board is interested, a performance-based policy could be brought forward next time.

Mr. Osborne: A performance bonus for employees would be a restructure of the entire compensation plan and will affect union contracts. The entire organization would have to be re-evaluated.

Chairman McBride: If someone is exceeding at their job, they could be re-classified.

Mr. Osborne: If you go into a new classification, additional duties are taken on outside of the existing job description.

Ms. Barde: Not talking about progression, but about out-of-cycle bonus that says you're doing a great job. Either cash payment or purchase of PERS years, other than regular compensation.

Mr. Osborne: If we go to bonuses for a great job, we have to restructure and make sure performance evaluation is measurable, consistent, and tailored to different department heads. In the private sector, pay and benefits can be based on the bottom line of what is produced and other items. It is much more difficult in the public sector. It takes time to build a program,

Mr. Morris: There are other items regarding the County Manager's job not included. It is requested this item be bought back in a month with changes. Suggestions should be sent to Mr. Morris.

16. DISCUSSION/POSSIBLE ACTION: Approval of revised county manager's job description.

Outside Counsel Robert Morris: Again, the Board should not consider the current County Manager's job performance in connection with this item.

Three changes have been made to this job description:

- A revised date of 1/16/18 has been added;
- Section 3, D: language added (underlined) - is designated the authorized representative to be responsible for the development, award and proper administration of all purchases and contracts made pursuant to a the local government purchasing law, negotiates an supervises county contractual agreements, and after approval of the contract by the board, administers the agreements and if authorized by the board, enforces agreements;
- Section 2: added (underlined) - The County Manager will be given a yearly evaluation by the board after the end of the fiscal year and a consideration of an increase in salary and possible performance based bonus.

If the Board does not want a specific time for review, this can removed.

Chairman McBride: This is the end of a budget cycle, is this the right time to look at job performance and likely pay increases? Not sure what would be a good time for review.

Mr. Morris: This was the existing description (other than the underlined addition) which does provide for a performance based bonus. This ties into the policies and whether the Board wants performance based bonuses.

Chairman McBride: Are "at will" employees set up on the same schedule as those with Collective Bargaining Agreements - on the anniversary of employment or?

Mr. Osborne: Department heads are set up similarly to the AFSCME contract - receiving a 3.5% merit every year if they meet, or exceed, an evaluation by the County Manager. Who evaluates the County Manager? Should he automatically receive the 3.5% - or should he be provided something different, a bonus, or a pay increase based on whatever the Board feels is correct? A program should be in place so that when Boards and conditions change it is consistent.

Chairman McBride: What would be the time frame for a County Manager?

Mr. Osborne: Generally the standard is once a year. Currently it is based on anniversary date.

Mr. Morris: Listed under (1) Job Summary are the areas to be looked at for performance.

Vice Chairman McGuffey: Does the Board appoint the County Manager?

Mr. Morris: Yes. Should we change the timing of the evaluation to the beginning of the year? This would enable suggestions on how the budget is going to work. Maybe pre-budget consideration is a good idea.

Chairman McBride: Would this be a public evaluation? Traditionally there is one meeting only in December, so this would have to be scheduled for that meeting.

Mr. Morris: NRS requires County Manager evaluations to be public. The date does not need to be locked down – it could state “within proximity to the end of the calendar year”.

Mr. Osborne: Do we want the County Manager to be on the same system, or do we want to reinvent a new system? Or do we want to keep the person on the standard 3.5% merit if the person passes and goes up to the next step? Maybe build in a bonus or whatever. Do we want to maintain the current system, build around that, or completely start from scratch? This would not be in a job description but in a policy.

Ms. Langer: The County Manager is different – no one else goes before a public meeting of the Commission for an evaluation.

Vice Chairman McGuffey asked if County Manager Whitten had ever had a review. The answer was no.

Chairman McBride suggested Mr. Osborne and Mr. Morris work together on this item and bring it back to the Board.

Vice Chairman McGuffey: Since this (County Manager) has not had a review, salaries in other areas should be looked at for comparison.

Mr. Osborne: This has been done.

Public Comment:

Kris Thompson, as a private citizen: We have been blessed the last five years with the respect and mutual admiration between the Commissioners and current County Manager. The job description will be critical and fair for the incoming County Manager. Based on past experience, Mr. Thompson suggested the new policy include who actually drafts and writes the evaluation and what kind of input is included so the process is streamlined and efficient. Also, what are the key reports, milestones, and events important to the Commission. List specifics on day to day tasks.

Motion: I make a motion to continue this agenda item to February 20, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

17. DISCUSSION//POSSIBLE ACTION: File 2016-030-A1-2017. A request to amend Special Use Permit 2016-030, Condition 5, by the applicant Sally Summers to allow for additional time for the onsite temporary trailer (watchperson’s dwelling) to remain on the property. No other changes or modifications to the original Special Use Permit are proposed. The property is located at 199 Scales Road, American Flat, Storey County, Nevada, APNs 004-331-08, 004-331-22 & 004-331-40, Amended Special Use File 2016-030-A1-2017.

Planner Kathy Canfield presented this item.

- The original Special Use Permit was granted in 2015 allowing applicant Sally Summers to place a temporary watchperson’s dwelling on the property while permanent structures were built.
- Applicant’s operation was found to be in compliance during a recent review.

- It is taking the applicant longer to build a residence/barn and more time for construction is requested.
- Staff recommends approval of the request to amend Condition 5 of the Special Use permit allowing for two years additional time.
- Comstock Mining, Inc., the owner of the property, did not have any concerns with the request.

Ms. Canfield read the Findings of Fact:

The amended special use permit does not conflict with the provisions of the 2016 Storey County Master Plan including the goals and objectives listed in Chapter 3 Land Use and Chapter 11 Cultural and Historic Resources, including as related for the maintenance of an orderly, efficient, and sustainable development; compatibility between existing and future uses; the advancement and diversity of the local economy from tourism and other sources; and for the preservation of historic and cultural resources for the subject area.

The amended special use permit will not impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area.

The conditions of the special use permit adequately address potential structure and wildland fire hazards and require compliance with the applicable fire codes, including setback and fire protection ratings.

The conditions of this special use permit do not conflict with the minimum requirements in Storey County Code 17.32 F Forestry Zone, or any other federal, state, or county regulations, including building and fire codes.

Public Comment:

None

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Jack McGuffey, move to approve amended Special Use Permit 2016-030, Condition 5, by the applicant Sally Summers to allow for additional time for the onsite temporary trailer (watchperson's dwelling) to remain on the property until January 31, 2020. No other changes or modifications to the original Special Use Permit are proposed. The property is located at 199 Scales Road, American Flat, Storey County, Nevada, APNs 004-331-08, 004-331-22 & 004-331-40, Amended Special Use Permit File 2016-030-A1-2017, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

18. 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.

Austin Osborne reviewed this revised ordinance. This is First Reading of an ordinance amending Storey County Code Title 16 to adopt new codes for land divisions. Everything would go to the Board and the Planning Commission with the exception of certain boundary line adjustments and lot adjustments. Water issues are addressed in this ordinance.

Chairman McBride: What would happen to acquired water rights if a planned unit development is not built? Are the water rights put into a sort of impound account?

Mr. Osborne explained the water would be dedicated to the State Division of Water Resources who manage the water and make sure the water is there when units are actually built.

Mr. Osborne read the ordinance title: An ordinance amending Storey County Code Title 16 to adopt new codes for land divisions and other properly related matters. Ordinance No. 18-279.

Public Comment:
None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve 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, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

19. 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.

Mr. Osborne read the title: An ordinance amending Storey County Code Title 17 Zoning, Chapter 17.56 Planned Unit Developments to revise the procedure for approval and standards of planned unit developments and providing for other properly related matters.

Mr. Osborne: If a sub-divider wanted to do something unique in a planned unit development, such as different kinds of cluster developments, creating a custom development – this ordinance provides the language for that to happen. It also provides standards to insure high quality of Planned Unit Developments.

Public Comment:
None

Motion: In accordance to the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve 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, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

20. 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).

Mr. Osborne read the title: An ordinance 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 Light Industrial Zone, 17.35 Heavy Industrial Zone, 17.40 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards, and other properly related matters.

Mr. Osborne: There is clean-up as well as substantial changes in this ordinance. Items not in the ordinance for a reason have been removed. This ordinance: regulates shipping containers used as accessory structures; deals with open storage; defines auction houses; gives a better definition of mixed uses; provides no fees or permitting for signs; eliminates unnecessary definitions; provides definitions for development permits; provides discussion on non-conforming and sub-standard uses; de-regulates and provides a more user-friendly ordinance.

Addendum 17.44.070 - M, needs to be removed.

The Master Plan supports creating downtown Virginia City to be a true downtown, mixed use environment. There's no square footage any more for residential use in the commercial/residential zone. There is also no longer a 5,000 square foot lot requirement in the commercial/residential zone.

Public Comment:

None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve 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 Estate Zone, 17.44 Special Planning Review Zone; and 17.84 Signs and Billboards, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

21. 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.

Mr. Osborne read the title: Ordinance No. 18-28, and Ordinance amending Storey County Code Title 17 Zoning Ordinance to amend requirements pertaining to legally nonconforming uses and adding language pertaining to substandard development, and providing for other properly related matters.

Mr. Osborne thanked Planning Commissioner Summer Pellet for bringing forth this concept – this is an excellent recommendation.

This new ordinance addresses legally non-conforming uses and allows things in Virginia City to remain in perpetuity, as long as there aren't substantial changes – 50% or more of the property. New ownership would allow the use to continue.

Public Comment:

None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve 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, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

22. 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.

Mr. Osborne read the title: Ordinance No. 18-276 amending Storey County Code Title 17 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, and providing for other properly related matters.

Mr. Osborne: This ordinance creates language in the Zoning Ordinance that allows the Design Standards Manual to exist. This is consistent with, and driven by, the Storey County Master Plan.

Public Comment:

None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve the First Reading of Ordinance No. 17-276 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, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

23. 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.

Mr. Osborne read the title: Ordinance No. 18-282 title and ordinance amending Storey County Code Chapter 17.03, 230, Administrative Provisions to revise the procedures for expiration of development permits, and providing for other properly related matters.

This is an ordinance addressing the procedure for the expiration of development permits, such as Special Use Permits, for which no development occurs within 24 months.

Public Comment:
None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Jack McGuffey, motion to approve 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, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

24. 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.

Mr. Osborne requested this item be continued to February 6, 2018 as this Resolution pertains to design standards and the Ordinance regarding which is on First Reading.

Public Comment:
None

Motion: I make a motion to continue agenda item 24 to February 6, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Mr. Osborne: This will be the first fee schedule approved by the Board. This Resolution is not dependent on the previous ordinances in this agenda. There are no new fees nor any increase in fees in this item.

Public Comment:
None

Motion: Based on the recommendation from staff, I, Commissioner Jack McGuffey, motion to approve Resolution No. 18-481, determining and consolidating all planning fees, including removing certain fees from code and placing them into resolution, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

26. DISCUSSION/POSSIBLE ACTION: Business Licenses Second Readings:

- A. B STREET HOUSE BED & BREAKFAST - General / 58 N "B" St ~ Virginia City, NV
- B. AIR GUYS LLC - General / 1211 Avian Dr. ~ Sparks, NV
- C. NEW ELECTRIC STERLING HEIGHTS LLC- General / 6475 19 ½ Mi. ~ Sterling Hghts, MI
- D. URTON LTD - Contractor / 1512 Hwy 395 N ~ Gardnerville, NV
- E. SUGINO CORP - General / 1380 Hamilton Pkwy ~ Itasca, IL
- F. LIBERTY INDUSTRIAL GROUP INC - Contractor / 1132 S 500 W ~ Salt Lake City, UT
- G. AQ&B, LLC - General / 5470 Sidehill Dr ~ Sun Valley, NV
- H. KYYBA, INC - General / 28230 Orchard Lk ~ Farmington Hills, MI
- I. YBD TECH MOVING, LLC - General / 1 East First St ~ Reno, NV
- J. SHRED IT USA - General / 28161 N. Keith Dr - Lake Forest, IL
- K. COMSTOCK COPYWRITING - General / 21335 Saddleback ~ VC Highlands, NV
- L. GO SOLAR GROUP, LLC - Contractor / 4892 S Commerce Dr ~ Murray, UT
- M. TANAMERA CONSTRUCTION, LLC - Contractor / 5560 Longley Ln ~ Reno, NV
- N. GULF COAST PROTECTIVE WRAP, LLC - General / 5301 Longley Ln ~ Reno, NV
- O. MASKINE LLC - General / 704 Mill Rd ~ Webster, IN
- 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

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

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

27. PUBLIC COMMENT:

Nicole Barde, Storey County Resident: Ms. Barde said she has requested and received a list of all County employees receiving severance packages in years of service purchases. There are two public officials on this list. Earlier it was said that NRS prescribes salary for public officials. How did these two individuals get purchased years of service to retire early? Under purchased years of service, there is a one-year payment to Mr. Whitten, who is currently employed - what was this for?

Chairman McBride: This is public comment to talk about items not agendaized, it is not a question and answer forum, not a debate. However, Mr. Whitten has offered to answer.

County Manager Whitten: Without notice, I cannot be specific about dates. In discussing statutory requirements of elected officials and why they are left out, an important component was not brought up. The two individuals mentioned (by Ms. Barde) had probably 15% statutory longevity earned in their positions while there. The incoming official would not be eligible for at least five years - resulting in longevity savings. These were long-term employees who chose to leave early.

Mr. Whitten explained his PERS purchase. To his memory, in the 1999, 01, and possibly 03 Legislative sessions, there were BDR's to increase certain elected official and County Commissioner salaries. The Legislature kept denying. In 2003, the Legislature said, "no you can't do it", but stated 1 year of PERS can be bought for each elected official. Mr. Whitten was not eligible at the time as he was not vested in PERS and believes he was at year four, not five. In 2005, they said salary increases can be done - Mr. Whitten, along with other elected officials - received a raise. In 07 or 08, the County Administrative Officer and the Commission stated that in 03 the Sheriff was a victim because he did not get benefit of the one year of PERS being short of vesting by one year. They opted to buy and approved one year of PERS.

Scott Jolcover, citizen at large, property owner in Virginia City: Has been in the county for over 30 years. Congratulations to Team Storey for all the work over these 30 years. Mr. Jolcover said he received an email containing information that is on the StoreyTeller.com website produced by Sam Toll, stating that Mr. Jolcover has received stacks of money from the County under a lease arrangement for the County fairgrounds. For the record, Mr. Jolcover has an interest in the

companies that lease the property – an equal interest in one of the corporations, a minority interest in one of the LLC's that is paid by the County an amount on an annual basis slightly in excess of what these companies pay the County in property taxes. Mr. Jolcover has never taken a penny from these corporations in wages or salary. Mr. Jolcover is personally aligned with this county when it comes to tourism – not personally conflicted with this county. The County came to him for a place for the fairgrounds. Over the last 30 years, the County has called on Mr. Jolcover many times to assist the County in different situations. People know Mr. Jolcover as a giver – not a taker. Mr. Jolcover makes his money by working hard. Revenue is earned through real estate transactions, consulting, and hard, honest work at the mining company. Mr. Jolcover has tried to reconcile why certain individuals – everyone has a right to free speech – tend to spend their time attacking this community when that time can be put to use improving the community. Mr. Jolcover is aligned with tourism. With the County's lease on the fairgrounds - the VCTC, and the Board of Commissioners can cancel that lease anytime with 30 day notice – get rid of the events. Mr. Jolcover purchased the property in 1993 and moved a huge amount of dirt so there was a flat spot – their company was going to put in an RV park. Currently, Ames Construction is utilizing the property – outside the scope of the lease – that the company voluntarily says it's good for the citizens. Mr. Jolcover states he does not believe he has a personal conflict with Storey County and he has not received any personal enrichment from funds from the County's lease.

Mr. Whitten: Looking at the fairgrounds, Ames currently has so much material down there it is amazing – at no compensation. We are working with Ames so that when the County does need to use the fairgrounds for special events – again at no compensation (to the owners) – it will be available.

28. ADJOURNMENT

Chairman McBride adjourned the meeting at 2:05 P.M.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

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

Estimate of Time Required: 0-5 min.

1. **Title:** Approval of the Minutes for February 20, 2018.
2. **Recommended motion:** Approve 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

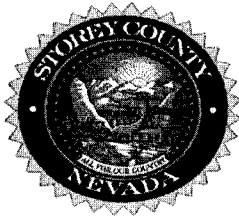
Department Name: Clerk

____ 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, FEBRUARY 20, 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, Commissioner Gilman, Clerk & Treasurer Vanessa Stephens, Comptroller Hugh Gallagher, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, Security Director Melanie Keener, Recorder Jen Chapman, Planning Director/ Administrative Officer Austin Osborne, IT Director James Deane, Project Manager Mike Northan, Tourism Director Deny Dotson, Outside Counsel Robert Morris, Undersheriff Tony Dosen, Fire Marshal Martin Azevedo, Virginia City Senior Center Director Stacey Gilbert

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

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

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for February 20, 2018

Chairman McBride stated that Item 18 will be moved to follow Item 5.

Public Comment:

None

Motion: Approve Agenda for February 20, 2018 with changes noted, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of the Minutes for January 2, 2018.

Public Comment:

None

Motion: Approve Minutes for January 2, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. CONSENT AGENDA:

I For possible action, approval of payroll claims in the amount of \$714,439.06 and accounts payable claims in the amount of \$1,334,782.60.

II For possible action, approval of the cancellation of the March 6, 2018 meeting.

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.

Public Comment:

None

Motion: Approve Consent Agenda for February 20, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

18. DISCUSSION/POSSIBLE ACTION: Approval of revised county manager's job description.

Outside Counsel Robert Morris explained that there has been quite a bit of work put into this and we are getting towards the end. He reviewed the current revisions related to job performance. There

should be a policy in place that describes the process for salary increases or bonus. A section has been added stating that it is the responsibility of the Human Resources Director to place the performance review on the Board's agenda.

Chairman McBride added that he appreciates all of the work that has been put in to this; the review will now be done on an annual basis.

Vice-Chairman McGuffey stated he talked with Mr. Whitten this morning and expressed that he felt it was good to go.

Mr. Morris addressed the policies that were reviewed during the process. The policies will be brought forward at the next meeting for approval. There are two minor changes that he would like to make: 1) A style change on page 2, subsection E, a clause has been added to include the Comptroller in the budget preparation and monitoring process. An applicable policy will be developed to ensure they are cohesive; 2) Grammatical changes have been made to the verbs.

Discussion was held regarding the appropriate weight for items that may be lifted. Commissioner Gilman and Chairman McBride expressed that they are comfortable with the current 50 lbs weight limit.

Austin Osborne recommends 25 lbs as the weight limit. This is the limit for other administrative type positions.

Chairman McBride: In the event of a disaster, "all hands on deck" will be picking up sandbags, barriers, etc. He feels the limit should stay at 50 lbs.

Commissioner Gilman: Is comfortable with the 50 lb limit.

Mr. Morris asked that the job description be approved with the changes he presented.

Public Comment:
None

Motion: I move to approve the County Manager's job description, revised February 20, 2018,

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

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

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

Flood Damage Project Coordinator Mike Northman:

- Estimates for all sites have been submitted to the insurance adjustor for final approval.
- In contact with the foreman to finalize a schedule on all sites.
- The weather has delayed roof repairs - work should continue shortly.
- Mold remediation has begun at Station 72.

Virginia City Senior Center Director Stacey Gilbert

- Received a "meals on wheels" van from Douglas County

- Community Chest and the Senior Center now has a partnership with Thrive Market, and the first pallet has arrived. Goods will be distributed to Lockwood, Mark Twain, and other Community Chest locations.
- Had an audit last week by State Aging and Disability - the Senior Center is now listed as low-risk.

Tourism Director Deny Dotson

- VCTC is unveiling a new website for Pipers and the VCTC. VCTC is working on branding for Piper's.
- There is a change of date for the rodeo which will now be held August 18 and 19. This year a there will be a cattle drive as well as a mutton bustin' tournament for kids. Sunday will be a Hispanic style rodeo.
- Whitney Brunson has been selected as the new special events coordinator. Whitney has been working in the Visitor Center, and is very excited for the change.
- Working on some schedule changes for the V&T Rail Commission and are looking for a Director.

Planning Director/Administrative Officer Austin Osborne

- Currently in the insurance enrollment period and in negotiations with the help of LP Insurance, the county's insurance broker. Should be able to negotiate fairly and come up with an acceptable plan.
- LP has been reviewing our union contracts to ensure we are in compliance. They have been fabulous to work with.
- In regards to the Zip Code issue and Lands bill, The Porter Group in Washington DC asked Mr. Osborne to read this statement:

"The Lands Bill, complete with language and updated maps, has been sent to staff for Senator Heller, Senator Cortez-Masto, and Congressman Amodei. We spoke with all three offices and none of them see any real problems in getting this moving in the near future. We are now going to work on getting both House and Senate versions introduced at this time, likely in two weeks - since Congress is on recess this week, of course.

Regarding the Postal Bill, we are attaching the Storey County language to the Storey County Lands Bill. It's going to be offered as an amendment to Congressman Amodei in an upcoming energy bill. No timeline for that bill has come into the fore yet though (and it has been passed by the House Oversight and Government Reform Committee in the Postal Service Reform Act). We'll continue to look for every available avenue."

- The Porter team has been great in working with the County in trying to get these two bills moving forward. The current situation is Washington right now makes it difficult to get anything passed.
- A title 17 update will be coming before the board to correct a conflict under adult uses.
- AT&T has approved funding to provide service on the mono-pine in the Highlands and a potential tower in Virginia City.

7. BOARD COMMENT (No action-No Public Comment:

Vice Chairman McGuffey:

- The 4th Ward School has received the new wishing well.

Chairman McBride:

- There was a great turn out in town to celebrate President's Day weekend.

8. DISCUSSION ONLY (No Action): Update regarding implementation of Tyler Technologies ERP system.

Recorder Jen Chapman and IT Director James Deane provided an overview of the implementation of the Tyler Technologies software throughout various County Departments. Ms. Chapman reviewed the company's history and presence in the State. Additionally the current status, testing, issue tracking, project objectives, and basic timelines. The project is on track to stay within the approved budgets and hit the go-live dates.

9. DISCUSSION ONLY (No Action): Review of the 2nd Quarter 2018 Unaudited Budget to Actual.

Comptroller Hugh Gallagher reviewed the spreadsheet provided to the Board. Revenues are trending at approximately 63%. Expenditure side is at 45%. Mr. Gallagher discussed the departments that are over 50% in expenditures.

10. DISCUSSION/POSSIBLE ACTION: Review and possible approval of the Storey County Property Tax Rate for 2018-2019.

Mr. Gallagher explained that the County is required to furnish the Department of Taxation a letter no later than today informing them if there are plans to change the Storey County controlled portion of the rate. We have been looking at property reductions. It is understood if there was a reduction or rebate, the industrial park would probably receive about 65 cents on the dollar, centrally assessed about 22 cents on the dollar, and residents about 13 cents on the dollar. How/if this can be done is still being researched - an exhaustive review has been done. NRS prohibits some of the ideas that have come forward. At this time there is no good avenue for tax relief to bring to the Department of Taxation and State Board of Equalization that they would approve. Last year approximately \$45 million in property taxes were abated for the tax free zone and industrial park.

Mr. Gallagher requested that the current rate of 3.4607 percent be approved.

Vice Chairman McGuffey: With a rebate, it would be the big companies that would receive the largest tax break. Local residents, maybe \$12 to \$18 per year. Other ideas are being looked at - something will be found.

Commissioner Gilman: Disappointed. Not giving up - there are some potential ideas to look at.

Chairman McBride: As the abatements expire, there will be a lot more to deal with. There are only four County-controlled "line items" out of nine on the tax bill. The County has no control over the rest of the items.

Public Comment:

None

Motion: I make a motion to approve the Storey County tax rate of 3.4607 percent for the fiscal year 2018-2019, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Approval of Interlocal Agreement between Nevada Department of Public Safety/State Fire Marshal Division and Storey County.

Fire Marshal Martin Azevedo requested this item be continued to March 20, 2018.

Public Comment:
None

Motion: I make a motion to continue this item to March 20, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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.

Fire Chief Jeff Nevin stated the County has received a grant for fuels reduction to be done in the Highlands and along Geiger Grade. This contract will cover staffing needs.

Public Comment:
Joseph Prohaska, with Chartwell Staffing: Is present to answer any questions.

Motion: I make a motion to approve the agreement between Storey County Fire Protection District and Chartwell Staffing Solutions, and allow the Fire Chief to sign the agreement, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. ADJOURN TO RECONVENE AS THE 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.

Deputy District Attorney Keith Loomis stated this is a basic contract to keep the fingerprinting service functioning at the Lockwood Substation.

Deputy Dosen: This contract is for the software.

Public Comment:
None

Motion: I motion to approve the maintenance and service agreement for the Morpho Trak system and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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.

Mr. Loomis: In the contract for the purchase of Pipers Opera House, there is provision stating the School District can use Pipers for up to 30 times per year at no charge. In addition, the School District will leave historic, personal property in Pipers for the County to display. The County did not purchase the personal property.

Public Comment:

Nicole Barde, Storey County resident: Is there a way for them to itemize the personal property and to clarify what is different from what the School District received when they purchased Pipers? There is concern that items could have gone missing.

Chairman McBride: Thinks this is a good idea as personal property can be removed. When the School District purchased Pipers, it included all of the contents. This item can be continued so that the School District can provide an itemized list.

Mr. Loomis: The Agreement requires that the School District insure their personal property - the County will insure the real property.

Mr. Gallagher: There needs to be an inventory regardless of who owns it - a market value needs to be determined.

School Board President, Jeff Nevin: Some donated items were put in Pipers after the School District took over.

Motion: I move to continue this item to March 20, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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.

Mr. Loomis: Under NRS chapter 237, the County is required to conduct a business impact study on any rule adopted that may have an impact on business. The County is required to approve a process for a business to object to adoption of a rule. The Department of Taxation is required to provide the regulations and forms for possible approval. These forms will be available in the Clerk's office for any business that wishes to object to adoption of a rule.

Mr. Loomis read the 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 by the Board of County Commissioners of Storey County based upon the form of the procedure promulgated by the Nevada Tax Commission.

Now, therefore, it is 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.

Public Comment:

None

Motion: I move to approve the adoption of Resolution 18-482 and authorize the Chairman to sign,

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

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

19. DISCUSSION/POSSIBLE ACTION: Business Licenses Second Readings:

Community Development recommended approval of all items A. through AA.

Public Comment:

None

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

20. PUBLIC COMMENT:

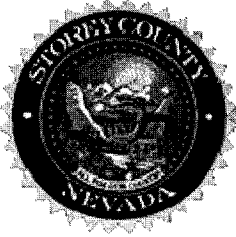
Louise Pena, River District resident: Reported that she has taken on the new endeavor of being the field representative for the RSVP. She is asking for the board's support. Ms. Pena acknowledged the passing of Lockwood resident, Jim Kittrell.

21. ADJOURNMENT

Chairman McBride adjourned the meeting at 12:02 P.M.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 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 \$1,104,300.09 and accounts payable claims in the amount of \$926,752.20.
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

STOREY COUNTY PAYROLL SYSTEM
Check Register

Rept: PR0510A
Run: 02/21/18 11:17:38

Payroll Type: Regular
Payroll Groups: 1 2 3 4 5 6 7 8 9
Check Date: 02/23/18
Period-end Date: 02/18/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			45,960.67
Total Deductor Checks:			15,469.13
Total Employee Checks:			912.12
Total Employee Direct Deposit:			267,832.44
Total Employee Deds Xferd on Dir Dep File:			16,687.32
Total User Transfer to Deductor:			38,328.22
Total Disbursed:			385,189.90

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Payroll Type: Special Check Date: 02/26/18 Period-end Date: 02/19/18
Payroll Groups: 2

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			987.80
Total Deductor Checks:			.00
Total Employee Checks:			3,694.65
Total Employee Direct Deposit:			.00
Total Employee Deds Xferd on Dir Dep File:			.00
Total User Transfer to Deductor:			201.34
Total Disbursed:			4,883.79

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER		

TREASURER		

Payroll Type: Deductor Check Date: 03/05/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			141,847.16

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Rept: PR0510A
Run: 03/05/18 12:59:26
STOREY COUNTY PAYROLL SYSTEM
Check Register

Payroll Type: Deductor
Check Date: 03/05/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			66,382.99

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER	_____	_____
_____	_____	_____
TREASURER	_____	_____

Payroll Type: Regular Check Date: 03/09/18 Period-end Date: 03/04/18
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			50,089.80
Total Deductor Checks:			113,916.48
Total Employee Checks:			912.12
Total Employee Direct Deposit:			282,896.32
Total Employee Deds Xferd on Dir Dep File:			16,268.17
Total User Transfer to Deductor:			41,913.36
Total Disbursed:			505,996.25

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

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91219	BROWN, PETRIE F	CONDENSATE PUMP REPLACE		2/16/18	83556	616.00	616.00
91220	ADVANCED DATA SYSTEMS INC	MONTHLY BUDGET ITEMS MONTHLY SUPPORT BUSINESS LICENSES INDEXING AND RECEIPTING LIQUOR LICENSES PBA,BUDGET,FIXED ASSETS PROP COSTING,EXEMPTIONS COLLECTION,TREASURERS RECP JURY,MARRIAGE, FICT FIRMS		2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18	83579 83526 83526 83526 83526 83526 83526 83526 83526 83526	519.00 200.00 100.00 619.00 50.00 2,014.00 1,118.00 514.00 910.00 6,044.00	
91221	AIRGAS NCN INC	EMS SUPPLIES EMS SUPPLIES		2/16/18 2/16/18	83551 83551	28.69 107.96	136.65
91222	ALL COMSTOCK LLC	SEWER PROJECT		2/16/18	83464	4,500.00	4,500.00
91223	ALSCO INC	ST 71 LAUNDRY ST 72 LAUNDRY ST 75 LAUNDRY ST 74 LAUNDRY SHOP SHOP CH		2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18 2/16/18	83552 83552 83552 83552 83445 83445 83445	13.80 8.77 18.58 10.52 77.84 77.84 43.00	250.35
91224	AMERIGAS PROPANE LP	PROPANE SERVICE		2/16/18	83504	1,093.28	1,093.28
91225	ARC HEALTH AND WELLNESS	SPELTZ PHYSICAL		2/16/18	83553	394.39	394.39
91226	AT&T TELECONFERENCE SERVI	TELECONFERENCE SERVICES		2/16/18	83542	27.12	27.12
91227	AVS DEVELOPMENT LTD	1500 FORMS		2/16/18	83550	59.50	59.50
91228	AXON ENTERPRISE, INC	HANDLS HOLSTERS BATTERY		2/16/18	83477	2,402.00	2,402.00
91229	BATTERIES PLUS (RENO)	WTR NORTH TANK		2/16/18	83447	197.50	197.50
91230	BEST BUY STORES, L.P.	CAMERAS FOR DEPUTIES		2/16/18	83478	496.88	496.88
91231	BOB BARKER COMPANY INC	INMATE SHAMPOO MATTRESS COVERS		2/16/18 2/16/18	83479 83479	63.96 141.66	205.62
91232	BOYD, WHITNEY JOLYN	DATA CENTER CONDUIT		2/16/18	83548	100.00	100.00
91233	BRIGGS ELECTRIC, INC	1/25/18 TO 2/7/18		2/16/18	83563	1,929.21	1,929.21
91234	BURRELL, SCOTT LEWIS	FIRE E72		2/16/18	83531	307.50	330.00
91235	BURTON'S FIRE INC	DUPLICATE KEY		2/16/18	83454	401.37	401.37
91236	C & W LOCK, GLASS & SAFE	JAIL LOCK REPAIR		2/16/18	83446	47.50	47.50
91237	CAL-1 SERVICES INC			2/16/18	83482	110.00	110.00
91238	CANYON GENERAL IMPROVEMEN						

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91239	CARSON CITY JUVENILE PROB	WATER/SEWER		2/16/18	83481	55.20	55.20
91240	CASELLE INC	PER COOPERATIVE AGREEMENT		2/16/18	83444	5,395.22	5,395.22
91241	CENTRAL SANITARY SUPPLY	MARCH SUPPORT		2/16/18	83448	202.00	202.00
91242	CINTAS CORPORATION NO. 2	PAPER PRODUCTS		2/16/18	83505	205.33	205.33
91243	CITY OF CARSON TREASURER	FIRST AID SUPPLIES		2/16/18	83449	139.63	139.63
91244	CMC TIRE INC	STOREY CO DRUG COURT FEES		2/16/18	83439	70.00	70.00
91245	COMPLETE DOCUM MNGMNT SOL	PW GRADER		2/16/18	83455	240.00	240.00
91246	COMSTOCK CHRONICLE (VC)	IMG-FLM RED/UR 126801-966		2/16/18	83574	375.34	375.34
91247	CONNELL, RICHARD	COMM DEV BUILDNG INSPEC		2/16/18	83486	156.00	
91248	CONWAY COMMUNICATIONS	PIPERS SPEC EVENT COORD		2/16/18	83486	132.00	
91249	DAIOHS USA INC	FIRE ADMIN ASSIST II/III		2/16/18	83486	120.00	408.00
91250	DUKE, DAVID	DATA CENTER INSTALL		2/16/18	83546	1,900.00	1,900.00
91251	ELLIOTT AUTO SUPPLY INC	WATER SVC JAIL/BUS		2/16/18	83562	5,141.60	5,141.60
		H2O RENTAL		2/16/18	83487	82.85	
		BOOTS		2/16/18	83573	25.95	108.80
		FIRE31197 COOLANT		2/16/18	83485	166.05	166.05
		FIRE T71 FULE FLT		2/16/18	83450	8.59	
		IT FUEL PUMP		2/16/18	83450	6.52	
		ELC TAPE BAT		2/16/18	83450	313.22-	
		SO57460 SENSOR		2/16/18	83450	46.80-	
		SO57460 POSI PAD		2/16/18	83450	131.17	
		SO56312 CENSOR		2/16/18	83450	35.16	
		FIRE56224 LUBE/ FILT		2/16/18	83450	52.37	
		FIRE31197 FUEL FILT		2/16/18	83450	20.65	
		PW36545 BULB		2/16/18	83450	28.04	
		SO62212		2/16/18	83450	21.46	
		PW69927 DEF		2/16/18	83450	35.16	
		SO 67832 HUB		2/16/18	83450	13.98	
		SO 67831 VAVLE		2/16/18	83450	121.23	
		SO 66023 TIE ROD		2/16/18	83450	31.20	
		FIRE69948 AIR FILTER		2/16/18	83450	81.68	
		FIRE60794 CORE CHR		2/16/18	83450	24.63	
		PW BRIN TRUCK CORE CRG		2/16/18	83450	114.65	
		SO 66000 TIE ROD END		2/16/18	83450	126.22	
		SERVICE STOCK		2/16/18	83450	202.91	
		SEAL/FLIT/ LUBE		2/16/18	83450	36.10	
		FIRE32906 SPLASH BLADE		2/16/18	83450	129.84	
		PW66604 POSI PAD		2/16/18	83450	25.62	
		COMMIS 53279 FUEL ADDIT		2/16/18	83450	62.93	
		SO 62212 BLADE KIT		2/16/18	83450	11.98	
		SHOP56405 GEAR LUBE		2/16/18	83450	35.18	
		SHOP56405 AIR FILT		2/16/18	83450	86.24	
				2/16/18	83450	30.37	

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91252 ENERSPECT MEDICAL SOL

1,019.94

91253 ENVIRONMENTALTESTING & CO

306.95

91254 FARR WEST ENGINEERING

570.00

91255 FASTENAL COMPANY

80,782.30

91256 FERGUSON ENTERPRISES INC

176.40

91257 FERRELLGAS LP

475.72

91258 FLEET HEATING & AIR INCOR

5,869.25

91259 GLADDING, EDWARD A.

11,420.00

91260 GOLDEN GATE/SET PETROLEUM

10,308.00

ROADS BRAKE CLEAN	2/16/18	83450	18.60
FIRE BRAKE CLEAN	2/16/18	83450	18.60
FIRE BRAKE CLEAN	2/16/18	83450	18.60
FIRE 31197 LAMP	2/16/18	83450	6.34
FIRE 32906 COOLANT	2/16/18	83450	8.59
SO62212 MOTOR KIT	2/16/18	83450	91.91
SHOP56405 TRANS FILT	2/16/18	83450	64.46
CREDIT	2/16/18	83450	504.88-
SO 57460 SENSOR	2/16/18	83450	27.13
ROADS CORE CHARG	2/16/18	83450	95.48
FIRE69948 ELEMENT	2/16/18	83450	24.63
SO 62212 ACTUATOR	2/16/18	83450	36.62
AED PADS	2/16/18	83434	210.23
CREDIT	2/16/18	83509	195.00-
DEFIBRILLATION PADS	2/16/18	83509	291.72
RENO SURVEY/FUNGAL INVEST	2/16/18	83466	570.00
REQ BY AO	2/16/18	83443	320.00
APN 343202 STAKE LOT	2/16/18	83443	2,275.00
1/19 91034 AND 2/2 91150	2/16/18	83443	9,600.00-
TASK #16 GIS LAYERS ADMP	2/16/18	83443	1,530.00
VC ROADS IMPROVEMENT	2/16/18	83452	1,360.43
GH SEPTIC	2/16/18	83452	635.00
NV ENERGY DATA REQUEST	2/16/18	83443	8,152.50
BROADBENT, JAN SUPPORT	2/16/18	83443	64,256.87
60% DESIGN PLANS & EDITS	2/16/18	83443	11,852.50
GLOVES	2/16/18	83451	176.40
ROADS STOCK	2/16/18	83456	87.72
YOKE W/ BAR	2/16/18	83456	388.00
ST 74 PROPANE	2/16/18	83555	405.23
ST 71 PROPANE	2/16/18	83555	278.08
ST 72 RESIDENCE	2/16/18	83555	171.33
ST 172 PROPANE	2/16/18	83555	404.25
LWSC	2/16/18	83453	410.73
POOL PROPANE	2/16/18	83453	546.10
COURTHOUSE	2/16/18	83453	790.83
100 TOLL RD	2/16/18	83453	400.84
100 TOLL RD	2/16/18	83453	400.84
WTR PLANT	2/16/18	83453	967.75
PROPANE	2/16/18	83484	448.92
PROPANE	2/16/18	83484	644.35
INSTALL/COMM OFFICE	2/16/18	83467	11,420.00
15133CR - LYLE	2/16/18	83500	1,380.00
	2/16/18	83462	2,208.00
	2/16/18	83462	6,720.00
LW 186 REG 166 DIES	2/16/18	83458	795.87
TRI 229 REG 193 DIES	2/16/18	83458	955.14
TRI 450REG 141 DIES	2/16/18	83458	1,261.98

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91261	GRAINGER			
LIMIT SWITCH		2/16/18	83457	262.76
GASKET PUNCH		2/16/18	83457	56.95
LABLE TAPE		2/16/18	83457	65.85
TISSUE		2/16/18	83457	287.52
DISPENSER		2/16/18	83457	95.79
DISPENSER		2/16/18	83457	95.79
DISPENSER		2/16/18	83457	191.58
DISPENSER		2/16/18	83457	95.79
91262	GREAT BASIN TERMITE & PES			1,152.03
91263	GTP INVESTMENTS LLC			35.00
GEN PEST		2/16/18	83572	35.00
POND PEAK RENT		2/16/18	83521	355.83
UTILITIES		2/16/18	83521	40.00
POND PEAK TOWER		2/16/18	83557	608.33
91264	NICANUR E. GUERRA			1,004.16
91265	HAT, LTD			5,000.00
CEM GIN HEARSE WAGON		2/16/18	83540	5,000.00
ROADS		2/16/18	83459	1,357.44
ROADS		2/16/18	83459	1,357.44
91266	HD SUPPLY FACIL MAINT LTD			2,714.88
91267	HOME DEPOT CREDIT SERVICE			469.18
FREE CHLOR TEST KITS		2/16/18	83469	469.18
91268	IRON MOUNTAIN INFO MGT IN			316.41
JIGSAW BLADES MULTIMETERS		2/16/18	83554	296.71
CABLE TIE		2/16/18	83554	19.70
91269	IT1 SOURCE LLC			734.22
NT147/STOREY, FLM STG 2/18		2/16/18	83575	461.34
SHRED BIN 1/2+DETENTION		2/16/18	83475	136.44
SHRED BIN CONSOLE 1/2		2/16/18	83475	136.44
VCTC WINDOWS 10 LICENSE		2/16/18	83568	156.36
DATACENTER SERVER LICENSE		2/16/18	83568	654.45
DATACENTER PATCH CABLES		2/16/18	83568	100.00
ST 75 TONER CARTRIDGES		2/16/18	83568	646.29
ADOBE ACROBAT LICENSE		2/16/18	83568	790.70
VOTEC SERVICE AGREEMENT		2/16/18	83568	404.55
VOTEC CISCO		2/16/18	83568	2,962.23
DATA CENTER SERVICE AGREE		2/16/18	83568	404.55
ST75 TONER CARTRIDGE		2/16/18	83568	187.33
VOTEC USB CABLE		2/16/18	83568	77.00
LOCKSUB OFFICE LICENSE		2/16/18	83568	387.35
DA OFFICE LICENSE		2/16/18	83568	387.35
DOUG OFFICE LICENSE		2/16/18	83568	387.35
VOTEC OFFICE LICENSE		2/16/18	83568	387.35
VCTC OFFICE LICENSE		2/16/18	83568	387.35
DATACENTER SWITCH		2/16/18	83568	1,812.82
VVMWARE LICENSES		2/16/18	83568	4,854.08
DOUG VISIO		2/16/18	83568	369.27
NETWORK CABLE TESTERS		2/16/18	83568	1,065.48
POWER CORD		2/16/18	83568	105.50
VOTEC SERVER LICENSES		2/16/18	83568	6,665.68
VOTEC SCANNER		2/16/18	83568	650.11
91270	JBP LLC			23,843.15
PW69927 FIRE EXTINGUISH		2/16/18	83472	31.39
FIRE73870 JUNCTION		2/16/18	83472	24.19
FIRE 32906 SWITCH		2/16/18	83472	47.17

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91271 JEFFERSON AUDIO VIDEO SYS	TIRE INFLATOR		2/16/18	83472	64.74	167.49
91272 JNA CONSULTING GROUP LLC	ACCT 50274		2/16/18	83436	4,115.00	4,115.00
91273 JUDSON, KEITH S	ECONOMIC DEVEL FINANCING		2/16/18	83468	3,087.50	3,087.50
91274 L A PERKS PLUMBING &			2/16/18	83547	100.00	100.00
91275 LARSON, MARSHALL D. II	FUELMASTER TROUBLESHOT		2/16/18	83545	535.00	535.00
91276 LIFE-ASSIST INC	FIRE CODE COMP MATRIX		2/14/18	83584	305.00	305.00
	EMS SUPPLIES		2/16/18	83559	1,594.57	
	EMS SUPPLIES		2/16/18	83559	192.63	
	EMS SUPPLIES		2/16/18	83559	309.70	
	EMS SUPPLIES		2/16/18	83559	131.50	
	EMS SUPPLIES		2/16/18	83559	82.60	2,311.00
91277 LIQUID BLUE EVENTS LLC	CHILI EXP		2/16/18	83508	30,000.00	
	CHILI BANK		2/16/18	83508	4,500.00	34,500.00
91278 LYON CO COMPTROLLER			2/16/18	83471	6,939.25	6,939.25
91279 MA LABORATORIES INC			2/16/18	83566	1,452.48	
	DOUG COMPUTER		2/16/18	83566	1,419.41	
	VOTEC COMPUTER		2/16/18	83566	1,262.97	
	TERESA COMPUTER		2/16/18	83566	1,119.49	
	LOCKSUB COMPUTER		2/16/18	83566	1,464.77	6,719.12
91280 MACKAY MANSION			2/16/18	83532	7.00	
	1/25/18 TO 2/7/18		2/16/18	83532	16.50	23.50
91281 MELVYN GREEN & ASSOC INC			2/16/18	83435	11,980.01	11,980.01
91282 METRO OFFICE SOLUTIONS IN	SMAC HPF GRANT MATCH		2/16/18	83499	97.54	
	SUPPLIES		2/16/18	83560	120.40	
	OFFICE SUPPLIES		2/16/18	83549	76.72	
	PAPER, TISSUE		2/16/18	83460	182.22	
	OFFICE SUPPLIES		2/16/18	83433	132.97	
	CUST #5000911 COMPTROLLER		2/16/18	83581	89.59	
	MARKERS		2/16/18	83570	6.30	705.74
91283 MICHAEL HOHL MOTOR CO	SO62212 STRUT		2/16/18	83506	29.42	29.42
91284 MOUND HOUSE TRUE VALUE	2 PK BATT		2/16/18	83480	9.49	
	KEYS		2/16/18	83480	7.96	
	PLUMBING VCSC		2/16/18	83480	88.85	
	KEYS FOR OFFICE & CARS		2/16/18	83496	12.56	
	REPAIRS		2/16/18	83571	75.95	194.81
91285 NAPA AUTO & TRUCK PARTS	WIRE/ FULE PUMP		2/16/18	83490	86.06	
	SERVICE STOCK		2/16/18	83490	37.00	123.06
91286 NEV ADMIN BLDG & GROUNDS			2/16/18	83483	4,554.27	4,554.27
91287 NEV COMPTROLLER	JANUARY WATER		2/16/18	83576	100.00	

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91288 NEV COMPTROLLER	S		2/16/18	83576	100.00	
91289 NEV DEPT PUBLIC SAFETY	FEES		2/16/18	83576	760.00	
91290 NEV HUMAN RESOURCES			2/16/18	83576	1,042.50	
91291 NEV HUMAN RESOURCES, LV			2/16/18	83576	6,541.67	8,544.17
91292 NEV TREASURER	DIVORCE FEES		2/16/18	83441	557.00	557.00
91293 NEVADA LEGAL SERVICE INC	FINGERPRINT & BACKGROUND		2/16/18	83488	1,051.25	1,051.25
91294 NEXTEL OF CALIFORNIA INC	SPY18-RCW-SC-Q3		2/16/18	83474	6,656.50	6,656.50
91295 NFPA	AURORA SPY18-YAP-MC		2/16/18	83473	1,877.75	1,877.75
91296 NORIDIAN MEDICARE	FEES COLLECTED		2/16/18	83577	40.00	40.00
91297 NORTON CONSULTING LLC	PLANNING COMMISSION		2/16/18	83440	718.00	718.00
91298 O'REILLY AUTO ENTERPRISES	NFPA MEMBERSHIP RNWL		2/16/18	83517	301.57	301.57
	VOLUNTARY REFUND		2/16/18	83569	175.00	175.00
	TRAFFIC BLACK SPRAY		2/16/18	83561	595.42	595.42
	SERVICE STOCK SMOKE MACH		2/16/18	83519	136.60	136.60
	SERVICE STOCK		2/16/18	83494	575.00	
	SERVICE STOCK SMOKE FLUID		2/16/18	83494	4.99	
	FIRE73870 WIRE LOOM		2/16/18	83494	18.99	
	SEAT COVER SERVICES6405		2/16/18	83494	32.00	
	SERVICE STOCK AIR PLUG		2/16/18	83494	55.98	
	SERVICE56405 TRANS FILT		2/16/18	83494	13.13	
	SERVICE 56405 GEAR OIL		2/16/18	83494	28.82	
91299 OCCUPATIONAL HEALTH CENTE			2/16/18	83494	65.94	794.85
91300 OFFSITE DATA DEPOT, LLC	CHANDLER VFD PHYSICAL		2/16/18	83564	284.50	284.50
91301 OUTFRONT MEDIA LLC	CLERK OFFICE		2/16/18	83465	502.28	502.28
91302 PETRINI, ANGELO D	BILLBOARD		2/16/18	83510	633.60	633.60
91303 PITNEY BOWES GLOBAL (LEA)	1/25/18 TO 2/7/18		2/16/18	83533	38.00	38.00
91304 PROTECTION DEVICES INC	3RD QUARTER		2/16/18	83442	1,190.97	1,190.97
	TRI MONITORING		2/16/18	83524	75.00	
	ST 71 PANIC		2/16/18	83524	75.00	
	ALARM MONITOR FEB TO MAY		2/16/18	83507	75.00	225.00
91305 PUBLIC EMPLY RETIREMENT	BOARD, L		2/16/18	83534	6.96	
91306 PURCHASE POWER	AFRICA, T		2/16/18	83534	2,003.03	2,009.99
91307 RAD STRATEGIES INC	POSTAGE FOR MACHINE		2/16/18	83512	1,020.99	1,020.99
	PUB RELATION/SOCIAL MEDIA		2/16/18	83476	800.00	
	PUB RELATION/SOCIAL MEDIA		2/16/18	83476	500.00	
	BASE		2/16/18	83476	375.00	

Report No: PB1315
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STOREY COUNTY
CHECK REGISTER 2/16/18

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91308	RAPID SPACE LLC	PUB RELATION/SOCIAL MEDIA CONSULT, SOC MEDIA PRGM SOCIAL MKTG		2/16/18 2/16/18 2/16/18	83476 83476 83476	800.00 2,000.00 2,000.00	6,475.00
91309	RAY MORGAN CO INC (CA)	RENTAL FOR CLERKS OFFICE		2/16/18	83495	346.45	346.45
91310	REFUSE, INC	LOCKWOOD CANON ST 71 CANON ASSESSORS CANON		2/16/18 2/16/18 2/16/18	83558 83558 83558	13.12 72.14 15.31	100.57
91311	RENO PAINT MART	WWTP		2/16/18	83515	266.73	266.73
91312	RENO TAHOE TERRITORY	JAIL PAINT		2/16/18	83491	24.62	24.62
91313	RESERVE ACCOUNT	BUS FARE RURAL ROUNDUP		2/16/18	83516	60.00	60.00
91314	RUPPCO INC	POSTAGE		2/16/18	83501	500.00	500.00
91315	SBC GLOBAL SERVICES IN LD	EMS SUPPLIES		2/16/18	83565	207.00	207.00
91316	SEC GLOBAL SERVICES INC	COMPTROLLER		2/16/18	83580	.31	.31
91317	SHERMARK DISTRIBUTORS INC	847-7500 VCTC 252-6412-COMMUNICATIONS 847-0962 JOP EMERGENCY MANAGEMENT		2/16/18 2/16/18 2/16/18 2/16/18	83544 83544 83544 83544	138.03 3,883.50 68.00 96.80	4,186.33
91318	SHOAF, BRIAN ALLEN	INMATE MILK		2/16/18	83492	56.00	112.00
91319	SIERRA CONTROL SYSTEMS	INMATE MILK		2/16/18	83492	56.00	112.00
91320	SIMONS, JAMES	1/25/18 TO 2/7/18		2/16/18	83535	16.50	16.50
91321	SLICK INDUSTRIES LLC DBA	AUG 1, 17- JUL 31, 18		2/16/18	83539	7,790.00	7,790.00
91322	SMITHS FOOD & DRUG CENTER	BOOTS		2/16/18	83493	150.00	150.00
91323	SOUTHERN GLAZERS WINE & S	CLERK, TEMP ENTRANCE SIGN PARKING SIGN		2/16/18 2/16/18	83461 83461	444.00 20.00	464.00
91324	SPB UTILITY SERVICES INC	INMATE PRESCRIPTIONS		2/16/18	83511	89.11	89.11
91325	ST CO PUBLIC WORKS	CEMETERY GIN CEMETERY GIN		2/16/18 2/16/18	83513 83513	825.40 1,650.80	2,476.20
91326	ST CO SCHOOL DISTRICT	JANUARY BILLING		2/16/18	83520	932.13	932.13
91327	ST CO WATER SYSTEM	E72 REPAIRS E71 REPAIRS		2/16/18 2/16/18	83567 83567	2,800.00 2,100.00	4,900.00
		PROPERTY TAX RECEIVED		2/16/18	83437	280,555.04	280,555.04
		VCTC WATER		2/16/18 2/16/18 2/16/18 2/16/18 2/16/18	83541 83518 83541 83541 83541	128.59 194.60 158.79 146.71 128.59	

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VENDOR

STOREY COUNTY
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CHECK
TOTAL

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
PIPERS WATER		2/16/18	83541	128.59
		2/16/18	83541	62.92
		2/16/18	83541	158.46
		2/16/18	83541	128.59
		2/16/18	83523	205.95
		2/16/18	83541	134.63
		2/16/18	83541	78.20
		2/16/18	83541	78.20
		2/16/18	83541	128.59
		2/16/18	83541	34.96
		2/16/18	83541	441.22
		2/16/18	83541	117.52
		2/16/18	83541	321.87
		2/16/18	83541	128.59
		2/16/18	83541	66.82
		2/16/18	83541	34.96
		2/16/18	83518	86.02
372 C ST				3,093.37
GH DEPOT WATER				247.50
LEO TESTS		2/16/18	83502	2,500.00
		2/16/18	83470	2,500.00
1/25/18 TO 2/7/18				448.00
		2/16/18	83536	24.00
BOOKS IN VISITOR CENTER				402.00
		2/16/18	83514	402.00
POOL STOCK				88.50
		2/16/18	83522	88.50
600 REG 220 DIES				1,978.68
453 REG 200 DIES		2/16/18	83527	1,478.53
		2/16/18	83527	5,568.31
ZACHRY CV17002				251.51
1705 PERU -W/S		2/16/18	83528	90.10
1705 PERU -IRR		2/16/18	83528	350.00
		2/16/18	83578	280.00
TOTES FOR EVIDENCE LKR				315.04
		2/16/18	83498	1,755.49
WASH SAND/ TYPEII BASE				5,000.00
ADVERSE LABOR RELATIONS		2/16/18	83538	2,167.00
LOBBYIST SERVICES				80.00
LEGISLATIVE LUNCHEON		2/16/18	83543	433.00
		2/16/18	83543	1,280.00
DNA TESTING NRS 176.915				433.00
		2/16/18	83438	1,280.00
GH SEPTIC				50.00
		2/16/18	83529	58.60
TOTAL COLIFOR				108.60
QUANT TRAY		2/16/18	83530	
		2/16/18	83530	
STANARD & ASSOC INC				
STOREY COUNTY JEEP POSSE				
SUN PEAK ENTERPRISES				
SUNBELT PUBLICATIONS, INC				
SUPERIOR POOL PRODUCTS				
THOMAS PETROLEUM LLC				
THORNDAL,ARMSTRONG,DELK,				
TRI GENERAL IMPROVEMENT				
TYLER TECHNOLOGIES, INC				
ULINE				
V & T ROCK, INC				
VANHAVEL, JASON				
WALKER & ASSOCIATES				
WASHOE COUNTY, NEVADA				
WATERS SEPTIC TANK SV DBA				
WESTERN ENVIRONMENTAL LAB				
WESTERN NEVADA SUPPLY CO				

Report No: PB1315
 Run Date : 02/15/18
 CHECK
 NUMBER VENDOR

STOREY COUNTY
 CHECK REGISTER 2/16/18

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
STOCK MXU'S		2/16/18	83537	9,391.55-	
STOCK MXU'S		2/16/18	83537	7,916.75	
STOCK MXU'S		2/16/18	83537	9,540.18	8,065.38
CHECKS TOTAL				632,359.73	

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 632,359.73 CHECK DATE 2/16/18

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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	-----

NUMBER	VENDOR	FUND-DEPT	INVOICE #	PAYMENT	DESCRIPTION	DATE	TRANS#	AMOUNT
129	WELLS ONE COMMERCIAL CARD							
				ADKINS HOME DEPOT	YCWJ TRAILER MAINT	2/16/18	1321	135.42
				ADKINS HOME DEPOT	BLDG MAINT	2/16/18	1321	11.91
				AO HCRI	PHR CERTIFICATE	2/16/18	1318	50.00
				AO SURF THRU EXPRESS	CAR WASH FOR YUKON	2/16/18	1318	7.00
				AUDIO BOOK OPIOID	INTERNET- LOCKWOOD CEN	2/16/18	1527	7.49
				C.NEVIN- ATT	CAR WASH EX 62268	2/16/18	1525	86.00
				C.NEVIN- SURF THRU	INTERNET- 372 S C STRE	2/16/18	1525	7.00
				C.NEVIN-ATT	PARKING FEE CITY OF RE	2/16/18	1525	75.88
				CANFIELD	CAR WASH FOR DENY TRUC	2/16/18	1316	2.00
				DD PRESTIGE AUTO	WINCO INMATE FOOD	2/16/18	1324	39.95
				DOSEN, T	FATHER DAUGHTER VIDEO	2/16/18	1314	1,337.28
				FACEBOOK	DEVIL CRAWL EVENT AD	2/16/18	1324	86.26
				FACEBOOK	HTMKR & 18 SPL EVENT V	2/16/18	1324	375.00
				FACEBOOK	NUISANCE LETTERS	2/16/18	1322	33.50
				FIELD/STARNES	ENVELOPES	2/16/18	1314	236.81
				GAVENDA, B	CBA HABITABILITY	2/16/18	1321	740.97
				GRIMM AMAZON	KIP PRINTER PAPER ROLL	2/16/18	1323	54.75
				INV #...1905842	MARTINEZ PROF TRNG FYI	2/16/18	1323	933.00
				INV #156910	ARCHIVAL MAP STG BOXES	2/16/18	1323	226.79
				INV #2521343	DEM CONFERENCE FUEL	2/16/18	1525	32.13
				J.CURTIS- FUEL PAHR	DEM CONFERENCE FUEL	2/16/18	1525	35.46
				JASONW-NVRWA	CONF-W, BH, JD, IP, DH	2/16/18	1315	1,700.00
				JD OFFICE DEPOT	SPLIT X2= 368.20	2/16/18	1319	78.23
				JD OFFICE DEPOT	SPLIT X2= 368.20	2/16/18	1319	289.97
				JEFFH- ALLTIZER	PARK BENCH PER MCBRIDE	2/16/18	1315	110.00
				JEFFH- HD	MOU-CLERKS DECK TEXTUR	2/16/18	1315	199.17
				JEFFH- HD	WATER-GRINDER, WHEEL,B	2/16/18	1315	172.41
				JEFFH- HD	SHOP- SPACE HEATER	2/16/18	1315	44.97
				JEFFH- HD	PIPERS-LADDER, BATTERY	2/16/18	1315	198.85
				JEFFH- HD	NAME PLAQUES NB KW	2/16/18	1318	90.00
				JF BOTCHA-CALOOPS	BEREAVEMENT GIFT TM	2/16/18	1318	100.00
				JF VISITING NURSE	BEREAVEMENT GIFT MF	2/16/18	1318	100.00
				JF WASABI	NTR LAND WITHDRAWAL	2/16/18	1318	60.09
				JM GOLDEN GATE #67	NTR LAND WITHDRAWAL	2/16/18	1318	165.23
				JM MIZPAH HOTEL	2 NUISANCE LTTRS 1/30/	2/16/18	1325	13.40
				JS USPS CERTIFIED	3 NUISANCE LTTRS 1/31/	2/16/18	1325	103.73
				JS USPS CERTIFIED	PARADE BIB	2/16/18	1324	47.99
				KD AMAZON	CEM GIN NAPKIN TWINE	2/16/18	1324	9.99
				KD AMAZON	FEATHER DUSTER PIPERS	2/16/18	1324	37.70
				KD AMAZON	PIPERS PHONE SERVICE	2/16/18	1324	61.47
				KD AT&T	PIPERS POWER	2/16/18	1324	299.26
				KD NV ENERGY	RURAL ROUNDUP REGISTER	2/16/18	1324	130.00
				KD NV TOURISM	LUNCH MEETING	2/16/18	1324	54.00
				KD REDS OLD FASHION	WEB FIREWALL VCTC	2/16/18	1324	39.96
				KD SUCURI WEBSITE	TICKETS 4TH JULY RAFFL	2/16/18	1324	142.51
				KD TICKETPRINTING.CO	DEPOSITION WASHOE CO	2/16/18	1527	8.57
				KNDLR BOOK OPIOID	POSTAGE FOR RETURN	2/16/18	1318	4.00
				MK RENO PARKING	SAKRETE	2/16/18	1318	13.65
				MK USPS SPARKS	PW JB UTILITY EASEMENT	2/16/18	1315	296.40
				POWERS-HOME DEPOT	PW LC TH MJ HG EFF PRO	2/16/18	1318	34.69
				PW BJ'S	POSTAGE	2/16/18	1318	71.29
				PW THE FOX	FIRE BILLING POSTAGE	2/16/18	1321	8.33
				RUSSELL USPS 013018	POSTAGE	2/16/18	1321	8.46
				RUSSELL USPS 020618	POSTAGE	2/16/18	1321	101.21
				RUSSELL USPS 020718				

DESCRIPTION	DATE	TRANS#	AMOUNT
SKRETTA-NNAWG AUTO	2/16/18	1315	50.00
TD AWARD ZONE	2/16/18	1324	29.90
THOMSEN LOWES	2/16/18	1321	51.06
THOMSEN LOWES	2/16/18	1321	7.98
TS77649543	2/16/18	1319	42.04
USCHVK UPS STORE	2/16/18	1321	31.99
USPS	2/16/18	1324	5.54
WBACUS/NV DIV HEALTH	2/16/18	1320	402.00
085912	2/16/18	1319	583.49
1ZE427600334695777	2/16/18	1319	1,059.98
111-0875704-7933827	2/16/18	1319	23.71
1260892990	2/16/18	1319	359.94
20-26748357	2/16/18	1319	149.00
296958	2/16/18	1319	309.00
5QN7BDE91035P35	2/16/18	1319	1,137.00
5QN7MYW91035Q0	2/16/18	1319	96.88

13,783.41

Card Total

13,783.41

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Report No: PB1380CH
Run Date : 02/15/18

Check
Number 19 Vendor PORTER GROUP LLC Invoice 18-SC-2

STOREY COUNTY
Register for Electronic Checks 2/16/18

Description	Date	Voucher#	Amount
PROFESSIONAL SERVICES	2/16/18	20	6,000.00

Checks Total

6,000.00
6,000.00

Check
Total

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	-----
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DISTRICT ATTORNEY	-----

Report No: PBI390
 Run Date : 02/16/18
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 NUMBER YEAR RECORD# VENDOR NAME

91345 2018 6835 MOORE LAW GROUP, PC

STOREY COUNTY
 TYPED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
5,000.00	5,000.00	2/16/18	JASON VANHADEL	B&G ADVERSE LBR RELATIO
TYPED CHECKS TOTAL 5,000.00				

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	

NUMBER	DESCRIPTION	DATE	TRANS#	AMOUNT
ADKINS HOME DEPOT	YCHW TRAILER HARDWARE	3/02/18	1336	13.02
ANTINORO - SCSO	AI GAS TO NVSCA MESQUI	3/02/18	1328	68.50
AZEVEDO	CAR WASH	3/02/18	1333	23.99
C.NEVIN-HOLIDAYINN	EMERGENCY MGT CONF HOT	3/02/18	1335	202.74
C.NEVIN-ROAPOST	SATELLITE PHONE	3/02/18	1335	52.54
CANFIELD BEDFORD	CENSUS TRAINING PARK F	3/02/18	1330	14.00
CURTIS	RES BLDG INSP CLASS	3/02/18	1333	959.00
CW OFFICE DEPOT	1095 FORMS	3/02/18	1337	129.09
DD BOX.COM	V&T BOX ACCT	3/02/18	1334	45.00
DD ROASTING HOUSE	V&T MTG	3/02/18	1334	9.34
DD SPORTMANS	GUNS FOR RAFFLE	3/02/18	1334	719.98
DIXON S. HOME DEPOT	LIGHTS KITCHEN & OFFIC	3/02/18	1336	155.77
DOSEN - SCSO	WINCO CARD LOAD INMATE	3/02/18	1528	1,249.60
FACEBOOK	F&D VIDEO	3/02/18	1334	488.00
FACEBOOK	DEVIL AD	3/02/18	1334	255.49
FACEBOOK	SPIRITS VIDEO	3/02/18	1334	206.51
FIELD/STARNES	TOLL CHARGES DEN CLASS	3/02/18	1333	26.30
FUEL FOR NLJJ CONFER	NCE-WILL BE REIMBURSED	3/02/18	1331	9.42
HOTEL FOR NLJJ-WILL	E REIMBURSED	3/02/18	1331	245.56
INV #...2201001	THERMAL PRINTER	3/02/18	1332	606.42
INV #...4980241	EPSON RECEIPT PRINTER	3/02/18	1332	665.69
INV #...7688251	LABEL ROLLS	3/02/18	1332	28.99
INV #...8557045	ADAPTER PRINTER	3/02/18	1332	21.95
INV #R34E1U	REIMBURSEMENT PD CHAPM	3/02/18	1332	282.00
INV #0857029	PRINTER PAPER ROLLS	3/02/18	1332	61.80
INS23668 SCDATMAINT	3/18-2/28/19 LEXISNEXI	3/02/18	1328	921.31
J. HOLMAN	B & G SUPPLIES	3/02/18	1326	85.02
J. HOLMAN	CONTROL BRACKETS	3/02/18	1326	43.95
J. HOLMAN	SO FIBERGLASS DOOR	3/02/18	1326	619.92
J. HOLMAN	LWSC ADA THRESHOLDS	3/02/18	1326	82.76
J. HOLMAN	SEWER BOXES	3/02/18	1326	416.50
J.CURTIS-FUEL	FUEL- EM CONFERENCE TON	3/02/18	1335	34.03
J.CURTIS-HOLIDAYINN	EMERGENCY MGT CONF HOT	3/02/18	1335	202.74
JF SPARKS FLORIST	SYMPATHY FLOWERS AK	3/02/18	1329	102.83
JF TLF GIFT SERVICES	SYMPATHY FLOWERS FK AK	3/02/18	1329	265.32
KD NV TOURISM	RURAL ROUNDUP REG RON	3/02/18	1334	65.00
KD REGISTER.COM	VISITVCNV WEBSITE	3/02/18	1334	52.00
KD ROASTING HOUSE	MEETING	3/02/18	1334	19.04
KD STAINLESS ST CHEF	TIN CUPS FOR VISIT CNT	3/02/18	1334	276.00
KD TARGET	V-TINE CANDY SALOON CR	3/02/18	1334	69.10
MCCULLOUGH CHEVRON	GAS TONOPAH	3/02/18	1336	56.53
REIMBURSED BY JUDGE	ERRINGTON	3/02/18	1331	25.98
RENAUD	RES PLANS EXAM CLASS	3/02/18	1333	895.00
RENAUD	DESK FOR ASHLEY,NEW EE	3/02/18	1333	189.99
RENTAL CAR FOR NLJJ-	ILL BE REIMBURSED	3/02/18	1331	143.60
RUSSELL UPSP	POSTAGE FLAT RATE	3/02/18	1336	6.70
STARNES	NUISANCE LTRS	3/02/18	1333	53.60
STARNES/RENAUD	ELECTRICAL FIRE SEMINA	3/02/18	1333	125.00
T. SKRETTA	ELECTRICAL FIRE SEMINA	3/02/18	1333	125.00
T. SKRETTA	TOOLS FOR SERVICE TRUC	3/02/18	1326	203.94
00037356	WATER METER INSULATION	3/02/18	1326	28.79
006883	CISCO TRAINING TIM	3/02/18	1327	2,990.00
066274	COMDEV PRINTERS	3/02/18	1327	350.65
072448	CARSON STORAGE UNIT	3/02/18	1327	139.95
	POSTAGE RMA	3/02/18	1327	10.60

DESCRIPTION	DATE	TRANS#	AMOUNT
DA GRAPHICS EQUIPMENT	3/02/18	1327	256.26
2018 NDAA DUES AML	3/02/18	1328	105.00
APC REFURB	3/02/18	1327	70.00
ST74 DSL	3/02/18	1327	85.92
VCSO DSL	3/02/18	1327	90.97
LOCKWOOD SUB DSL	3/02/18	1327	96.79
COMDEV DSL	3/02/18	1327	105.55
VCCC DSL	3/02/18	1327	86.68

16,038.72

Card Total

16,038.72

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	-----

Report No: PB1315
Run Date : 03/01/18

STOREY COUNTY
CHECK REGISTER 3/02/18

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91346	ALLISON, MACKENZIE, LTD	SC FIRE DEPT		3/02/18	83605	1,075.00	1,075.00
91347	ALLSTAR FIRE EQUIPMENT	SCOTT 10012129 QD FEMALE		3/02/18	83592	370.05	370.05
91348	ALPINE LOCK INC	SERVICE KEY COPY		3/02/18	83611	258.65	
91349	ALSCO INC			3/02/18	83698	300.76	559.41
		ST VC LAUNDRY		3/02/18	83686	13.80	
		ST HG LAUNDRY		3/02/18	83686	8.77	
		ST TRI LAUNDRY		3/02/18	83686	20.58	
		ST LCKWD LAUNDRY		3/02/18	83686	10.52	
		SHOP		3/02/18	83593	77.84	
		CH LINEN		3/02/18	83593	77.84	
91350	AMERIGAS PROPANE LP	PROPANE VCTC		3/02/18	83593	43.00	252.35
91351	ANSWERWEST, INC	VT ANSWERING SERVICE		3/02/18	83657	824.48	824.48
91352	ARC HEALTH AND WELLNESS			3/02/18	83705	180.00	180.00
		SANCHEZ PHYSICAL		3/02/18	83687	431.64	
		MEDICAL S2		3/02/18	83614	100.88	
		MEDICAL C6		3/02/18	83614	100.88	
		MEDICAL C2		3/02/18	83614	100.88	734.28
91353	ARCADIA PUBLISHING INC	BOOKS FOR VISIT CNTR		3/02/18	83663	453.38	453.38
91354	ASSESSOR'S ASSOC OF NEV	JANA,TOBI,SAMANTHA		3/02/18	83660	200.00	200.00
91355	AT&T MOBILITY II LLC	IPAD X4		3/02/18	83677	110.87	110.87
91356	BATTLE BORN CONSULTING SE	COMM DEVELOP OVERSIGHT		3/02/18	83604	11,354.00	11,354.00
91357	TMCC	SMITH-PRE FIRE BURN PREP		3/02/18	83709	375.00	375.00
91358	BOB BARKER COMPANY INC	ANTACIDS		3/02/18	83615	16.65	
		IRONS/BELLYCHAINS/SANDALS		3/02/18	83615	858.60	
91359	BRANDON, RUSSELL D	CUFFLOCKS		3/02/18	83615	84.09	959.34
91360	BULBMAN	PUBLIC ADMINISTRATION		3/02/18	83650	60.00	60.00
91361	BURRELL, SCOTT LEWIS	LED BULBS FOR CH		3/02/18	83586	165.60	165.60
		2/8/18 TO 2/21/18		3/02/18	83681	1,065.00	
91362	BUSINESS & PROFESSIONAL	2/8/18 TO 2/21/18		3/02/18	83681	81.00	1,146.00
91363	CAPITOL REPORTERS	GARNISHMENT DISBURSED		3/02/18	83624	323.92	323.92
91364	CARSON TAHOE REGIONAL HEA	16001CR STUTTS		3/02/18	83648	1,060.80	1,060.80
91365	CELLCO PARTNERSHIP	FORENSIC BLOOD DRAW		3/02/18	83616	65.00	65.00
		INV 9801166047 WIFI 2/18		3/02/18	83662	40.01	
		DEC 11 - JAN 10		3/02/18	83716	206.50	
		JAN 11 - FEB 10		3/02/18	83716	77.30	
		9801454899 COMM REL		3/02/18	83655	132.33	

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91366 CENTRAL SANITARY SUPPLY

91367 CITY OF CARSON TREASURER

91368 CMC TIRE INC

91369 COMMUNITY CHEST INC

91370 COMSTOCK CHRONICLE (VC)

91371 CORELOGIC INC

91372 DUNCAN, CANDY L

91373 ELLIOTT AUTO SUPPLY INC

91374 ENVIRONMENTAL TESTING & CO

91375 EVERBANK COMMERCIAL FIN

91376 FAST GLASS INC

91377 FASTENAL COMPANY

91378 FERRELLGAS LP

91379 GALLAGHER, HUGH III

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
9801507921 CLERK		3/02/18	83655	498.17
9801507922 COMM DEV		3/02/18	83655	438.69
FIRE		3/02/18	83697	477.49
JAIL TP AND PAPERTOWELS		3/02/18	83632	121.16
DEPT 1&2 SUPPORT		3/02/18	83630	35,000.00
PW61990 PLOW		3/02/18	83587	719.56
SO66025 TIRES		3/02/18	83587	511.00
SO69900 TIRES		3/02/18	83587	770.08
SO66025 ALIGNMENT		3/02/18	83587	80.00
FIRE669948		3/02/18	83587	825.80
MARCH 2018 PROGRAM SUPP		3/02/18	83607	14,749.99
ORD 18-281		3/02/18	83628	229.50
ORD 18-280		3/02/18	83628	340.00
ORD 18-278		3/02/18	83628	178.50
CTR 18-279		3/02/18	83628	153.00
ORD 18-276		3/02/18	83628	272.00
ORD 18-282		3/02/18	83628	204.00
OVERPAYMENT		3/02/18	83626	264.00
FEB CONTRACT PAYMENT		3/02/18	83699	2,500.00
SERV56405 OIL SEALS		3/02/18	83588	15.87
SO57460- SENSORS		3/02/18	83588	79.15-
SHOP- COATED WHEELS		3/02/18	83588	49.43-
SO66025 PULLEY, V BELT		3/02/18	83588	65.72
ROADS LUBE FILTER		3/02/18	83588	63.04
SO62214 TIE ROD		3/02/18	83588	182.68
SO62214 PIPE ASM		3/02/18	83588	91.29
SO56310 CORE CHARG		3/02/18	83588	114.65
SO62214 BOLT/RETAINER		3/02/18	83588	101.38
SO66025 HUB		3/02/18	83588	121.64
SO66025- V KITS		3/02/18	83588	76.19
ASBESTOS SURVEY/SAMPLING		3/02/18	83610	660.00
ASBESTOS SURVEY/SAMPLING		3/02/18	83610	580.00
CANON BUYOUT 02/13/18		3/02/18	83710	7,205.33
CANON BUYOUT 2/24/18		3/02/18	83715	6,145.18
SO67832 WINDSHIELD		3/02/18	83629	145.00
CABLE TIE		3/02/18	83589	39.85
BATTERIES FOR JAIL		3/02/18	83617	9.75
TRAINING BLDG		3/02/18	83708	74.30
JAIL PROPANE		3/02/18	83633	755.11
PIPER'S PROPANE		3/02/18	83680	1,465.71
110 TOLL RD, COMDEV		3/02/18	83674	287.18
		3/02/18	83707	4,656.17

1,870.49

121.16

35,000.00

2,906.44

14,749.99

1,377.00

264.00

2,500.00

703.88

1,240.00

13,350.51

145.00

49.60

2,582.30

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VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91380 GOLDEN GATE/SET PETROLEUM	TRI - UNL 450 DSL 141		3/02/18	83590	1,261.98	4,656.17
	TRI - UNL 200 DLS 77		3/02/18	83590	574.62	
91381 GRAINGER	LCWD REG 71 DSL 170		3/02/18	83590	555.07	2,391.67
	CH SLAMMER		3/02/18	83594	330.52	
	CH SLAMMER		3/02/18	83594	505.32	
	SUPPLIES		3/02/18	83594	1,033.47	
91382 GRANSBERRY, TOM	SEWER EXTENTION CORD/TIM		3/02/18	83594	138.06	2,007.37
	6.5 HRS X \$45		3/02/18	83714	292.50	
	3 HRS X \$45		3/02/18	83714	135.00	427.50
91383 GREAT BASIN TERMITE & PES	LWSC- QUARTERLY		3/02/18	83592	65.00	
	TRI PEST CONTROL		3/02/18	83691	65.00	
	LOCKWOOD PEST CONTROL		3/02/18	83691	65.00	
	HIGHLANDS PEST CONTROL		3/02/18	83691	65.00	
91384 GREATER NV BUSINESS SOLUT	VC STATION PEST CONTROL		3/02/18	83691	65.00	325.00
	ACCT/MGT DEPOT JAN/FEB		3/02/18	83711	6,071.43	
91385 HAT, LTD	ACCOUNTING SERVICES		3/02/18	83711	1,071.00	7,142.43
91386 HOME DEPOT CREDIT SERVICE	ROADS COLE		3/02/18	83595	1,357.44	1,357.44
91387 HOMETOWN HEALTH	IT OFFICE TABLE		3/02/18	83645	75.96	75.96
	16009041-00053		3/02/18	83640	10,280.17	
91388 HOT SPOT BROADBAND INC	16009041-00053 ROADS		3/02/18	83640	4,144.37	14,424.54
91389 HYDRAULIC INDUSTRIAL SERV	ST72 INTERNET SERVICE		3/02/18	83644	82.50	82.50
	FIRE73870 COUPLING		3/02/18	83596	15.18	
91390 IT1 SOURCE LLC	FIRE7-71 HYDRAULIC HOSE		3/02/18	83596	141.06	156.24
	VOTEC NETWORK INTERFACE		3/02/18	83643	1,882.10	
	COMPUTER POWER CABLES		3/02/18	83643	283.56	
	CABLE PROTECTOR DATACENT		3/02/18	83643	594.02	
	DOCUMENT SCANNERS		3/02/18	83643	758.80	
	LABEL MAKER INVENTORY		3/02/18	83643	584.20	4,102.68
91391 JAMES C MCLENNAN MDPC	MARCH 2018 HEALTH OFFICER		3/02/18	83608	500.00	500.00
91392 JBP LLC	FIRE31197 LAMP MRKR		3/02/18	83631	33.34	33.34
91393 KENNETH L DORR JR SOLE M	ENG CONSULT		3/02/18	83702	1,200.00	1,200.00
91394 L A PERKS PLUMBING &	FUELMASER TROUBLESHOT		3/02/18	83597	362.50	362.50
91395 LIFE-ASSIST INC	EMS SUPPLIES		3/02/18	83695	52.00	
	EMS SUPPLIES		3/02/18	83695	1,029.51	
	EMS SUPPLIES		3/02/18	83695	3.59	1,085.10
91396 LINCOLN NATIONAL LIFE	RETIREE LIFE		3/02/18	83636	18.33	18.33
91397 MACKAY MANSION	WED MOVED - TRANS DEPOSIT		3/02/18	83651	600.00	
	2/8/18 TO 2/21/18		3/02/18	83682	198.00	

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91398	MANHARD CONSULTING	2/8/18 TO 2/21/18		3/02/18	83682	17.50	815.50
91399	MARK TWAIN COMMUNITY CTR	ADMIN SERVICES		3/02/18	83701	60.00	
91400	METRO OFFICE SOLUTIONS IN	ADMIN SERVICES		3/02/18	83701	210.00	270.00
		MARCH 2018 PRORGAM SUPP		3/02/18	83609	1,666.67	1,666.67
		MAINT SUPPLIES		3/02/18	83669	382.93	
		PRINTER REPAIR		3/02/18	83676	75.50	
		OFFICE SUPPLIES		3/02/18	83676	151.30	
		HIGHLIGHTERS-CLIPS-FLR MAT		3/02/18	83690	23.31	
		TAPE/WRITING PADS		3/02/18	83618	92.77	
		MRKRS		3/02/18	83678	29.76	
91401	MIGAN, TAMARA			3/02/18	83678	6.30	761.87
				3/02/18	83666	24.96	
91402	MORRIS, ROBERT T			3/02/18	83666	18.39	43.35
91403	NEV DEPT OF PUBLIC SAFETY	FEBRUARY 2018 STATEMENT		3/02/18	83649	3,800.00	3,800.00
91404	DPBH-ENVIRONMENTAL HEALTH	PSI PRODUCTION		3/02/18	83627	759.70	759.70
91405	NEV LEGISLATIVE COUNSEL	CONSUMER HEALTH PROTEC		3/02/18	83642	8,338.40	8,338.40
91406	O'REILLY AUTO ENTERPRISES	NOTICES		3/02/18	83668	212.99	212.99
		PW63957 AIR CLNR GSK		3/02/18	83598	1.90	
		SO62214 SPEC RIVET		3/02/18	83598	1.96	
		SO66025 R/P BELLOW		3/02/18	83598	133.50	
		SO66025 TIE ROD END		3/02/18	83598	103.36	
		SO66025 MIRCO V BELT		3/02/18	83598	30.13	
		PW61990 WIRE LOOM		3/02/18	83598	28.00	
		FIRE73870 WIRE LOOM		3/02/18	83598	28.00	
		SO66025 CREDIT		3/02/18	83598	168.05	158.80
91407	OFFICE DEPOT INC	PENS DVR BATTERIES		3/02/18	83656	25.94	
		SCALE RULER		3/02/18	83656	3.74	
		FILE FOLDERS PENS		3/02/18	83654	30.83	
		DESK LAMPS		3/02/18	83654	9.12	
91408	ON THE SIDE GRAPHICS & SI			3/02/18	83654	60.98	130.61
91409	OPTUMINSIGHT INC	BILLBORAD CHANG OY FRY		3/02/18	83652	100.00	100.00
91410	PETRINI, ANGELO D	77 @ 3.75 EACH		3/02/18	83603	288.75	288.75
91411	DENNEY ENTERPRISES LLC	2/8/18 TO 2/21/18		3/02/18	83683	2.00	
91412	PROTECTION DEVICES INC	2/8/18 TO 2/21/18		3/02/18	83683	152.00	154.00
		ALARM BATTERIES		3/02/18	83670	45.00	45.00
		TCH VIDEO/HOLD-UP SWITCH		3/02/18	83658	98.00	
		SCFD ST 75 BATTERY REPAIR		3/01/18	83718	1,064.50	
		MONITORING PUBLIC WORKS		3/02/18	83675	225.00	
		FIRE ALARM MONITORING OH		3/02/18	83673	135.00	
91413	RAY MORGAN CO INC (CA)			3/02/18	83672	120.00	1,642.50

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91414	ROBERTS, BOBBI JEAN	PLOTTER-ASSESSOR PRINTER LOCKWOOD PRINTER		3/02/18 3/02/18	83646 83646	165.91 13.29	179.20
91415	ROCKY MOUNTAIN AMBULANCE	GARNISHMENT DISBURSED GARNISHMENT DISBURSED		3/02/18 3/02/18	83625 83625	269.85 190.78	460.63
91416	ROWE & HALES, LLP	AMBULANCE MAINTANANCE		3/02/18	83696	362.28	362.28
91417	SBC GLOBAL SERVICES IN LD	LEGAL SERVICES		3/02/18	83704	1,320.00	1,320.00
				3/02/18	83717	5.00	
				3/02/18	83717	6.95	
				3/02/18	83717	10.62	
				3/02/18	83717	2.82	
				3/02/18	83717	5.25	
				3/02/18	83717	.97	
				3/02/18	83717	4.78	
				3/02/18	83717	2.48	
				3/02/18	83717	1.04	
				3/02/18	83717	1.96	
				3/02/18	83717	16.05	
				3/02/18	83717	26.42	
				3/02/18	83717	11.57	
				3/02/18	83717	.35	
				3/02/18	83717	5.09	
				3/02/18	83717	.55	
				3/02/18	83717	.92	
				3/02/18	83717	22.77	125.59
91418	SEDDON, JANA V	MARK,DONA,JANA LAND PROJ		3/02/18	83659	50.00	50.00
91419	SHERMARK DISTRIBUTORS INC	INMATE MILK		3/02/18	83619	56.00	
91420	SHOAF, BRIAN ALLEN	INMATE MILK		3/02/18	83619	56.00	112.00
91421	SIERRA ENVIRONMENTAL	2/8/18 TO 2/21/18		3/02/18	83684	39.00	39.00
91422	SIERRA FIRE PROTECTION LL	BOD-5 & PH		3/02/18	83601	148.00	148.00
91423	SIERRA PACIFIC POWER CO	FIRE EXT SERVICE VCTC		3/02/18	83679	114.00	114.00
		12 N B (PIPERS)		3/02/18	83600	210.42	
		VIRGINIA CITY ST LIGHTS		3/02/18	83600	905.71	
		SC COMMISSIONERS ST LIGHT		3/02/18	83600	117.91	
		2610 CARTWRIGHT PUMPHSE		3/02/18	83600	85.91	
		431 CANYON WAY ST 4		3/02/18	83600	228.94	
		2612 CARTWRIGHT RD RES		3/02/18	83600	80.99	
		145 N C ST UNIT		3/02/18	83600	98.68	
		381 N C ST RESTSTOP		3/02/18	83600	112.21	
		130 TOLL RD BLDG		3/02/18	83600	99.83	
		110 TOLL RD BLDG		3/02/18	83600	161.47	
		100 TOLL RD SHOP 1/2		3/02/18	83600	245.32	
		201 S C ST DA		3/02/18	83600	79.57	
		203 S C ST SO		3/02/18	83600	119.55	
		205 S C ST SO		3/02/18	83600	120.74	
		911 US HWY 341 JAIL		3/02/18	83600	913.84	
		490 SAM CLEMENS PARK		3/02/18	83600	20.57	

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INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
100W SOUTH ST WTR PLNT		3/02/18	83600	516.57
21 S C ST GASLMO		3/02/18	83600	186.07
500 SPANIAL RAVINE RD "V"		3/02/18	83600	36.47
205 N E ST VC PARK		3/02/18	83600	32.56
SUTTON ST		3/02/18	83600	33.23
104 S B ST GARAGE		3/02/18	83600	32.32
S C ST UNIT VC/372 C ST		3/02/18	83600	73.24
S C ST OUTDOOR/PAL LIGHT		3/02/18	83600	34.17
S C ST UNIT VC		3/02/18	83600	207.29
CARSON ST BALLPARK		3/02/18	83600	33.00
N C ST FIRES		3/02/18	83600	267.73
141 N C ST (TRAINING)		3/02/18	83600	136.62
MAIN ST UNIT GH DEPOT		3/02/18	83600	40.35
2220 SIX MILE CANYON		3/02/18	83600	1,687.56
26 S B ST COURTHOUSE		3/02/18	83600	838.70
176 N C ST LIGHTS		3/02/18	83600	73.98
342 S C ST LIGHTS		3/02/18	83600	110.17
531 S C ST LIGHTS		3/02/18	83600	126.91
800 PERI RANCH RD		3/02/18	83600	126.98
1705 PERU DR		3/02/18	83600	1,799.80
185 N C ST		3/02/18	83600	63.18
420 CANYON WAY UNIT B		3/02/18	83600	279.74
420 CANYON WY UNIT A		3/02/18	83600	213.48
2141 EMPIRE RD VCH PARK		3/02/18	83600	32.32
1000 PERI RANCH RD PARK		3/02/18	83600	37.28
UNION ST (10 S B)		3/02/18	83600	76.21
160 UNION ST/ B OF A		3/02/18	83600	91.23
TOWN OF GH STR LIGHTS		3/02/18	83600	101.40
100 TOLL RD PED(FOUNTAIN)		3/02/18	83600	782.68
2610 CARTWRIGHT FIREHSE		3/02/18	83600	203.74
VT RAILWAY DEPOT		3/02/18	83703	132.52
INMATE MEDICAL		3/02/18	83634	89.11
EXCAVATOR MAINTANANCE		3/02/18	83689	882.66
MOPS AND HANDLES		3/02/18	83620	48.40
1F960492XFH140223		3/02/18	83688	2,500.00
SO BIZ 2/3 02/18 -03/18		3/02/18	83664	203.04
AUDIT 6/30/17		3/02/18	83706	10,500.00
2/8/18 TO 2/21/18		3/02/18	83685	7.00
2/8/18 TO 2/21/18		3/02/18	83685	2,184.00
2/8/18 TO 2/21/18		3/02/18	83685	132.00
ARDAGH METAL CM001570		3/02/18	83602	10,000.00
JAIL SHWR DRAIN REPAIR		3/02/18	83621	106.00
600 REG 150 DIES		3/02/18	83599	1,659.08
COPAY FOR INMATE RX'S		3/02/18	83622	67.02

91424 SIERRA PACIFIC POWER CO

91425 SMITHS FOOD & DRUG CENTER

91426 SONSRAY MACHINERY, LLC

91427 SPALLONE, DOMINIC J III

91428 ST CO PUBLIC WORKS

91429 STAR2STAR COMMUNICATIONS,

91430 STEELE & ASSOCIATES, LLC

91431 SUN PEAK ENTERPRISES

91432 TAX MANAGEMENT ASSC INC

91433 THERMATEMP

91434 THOMAS PETROLEUM LLC

91435 TROWBRIDGE, LORI

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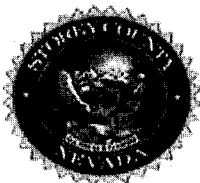
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91436	TSI INCORPORATED	CLN CALIB MODEL 8030		3/02/18	83712	739.09	739.09
91437	TYLER TECHNOLOGIES, INC			3/02/18	83713	24,192.00	
91438	UNIFORMITY OF NEVADA LLC			3/02/18	83713	1,350.00	25,542.00
91439	UNITED CENTRAL INDUSTRIAL	UNIFORM ST. CLAIR, D.		3/02/18	83694	684.45	
91440	UNITEDHEALTHCARE INS CO	UNIFORM SMILEY		3/02/18	83637	62.99	747.44
		FIRE62238 DELTA RUBBER		3/02/18	83638	9.25	9.25
		RET DENTAL 03/18 WATER		3/02/18	83641	21.62	
91441	US POSTOFFICE (VC)	RETIREE DENTAL 03/18		3/02/18	83641	1,121.09	1,142.71
91442	US POSTOFFICE (VC)	BOX 494		3/02/18	83612	200.00	200.00
91443	VIRGINIA CITY MOTORCYCLE	ADVERTISING COSTS		3/02/18	83661	72.00	72.00
91444	VIRGINIA CITY 601			3/02/18	83653	2,500.00	2,500.00
91445	VISION SERVICE PLAN, INC	LACY DALTON		3/02/18	83671	200.00	200.00
91446	WASHOE CO CORONER	30 048047 0001 RETIREE		3/02/18	83639	250.82	250.82
91447	WASHOE COUNTY SENIOR SERV	AUTOPSY X 3		3/02/18	83623	8,344.05	8,344.05
91448	WEDCO INC	JAN 2018 LOCKWOOD MEALS		3/02/18	83606	1,194.70	1,194.70
91449	WESTERN ENVIRONMENTAL LAB	LWSC- F32T8 BULBS		3/02/18	83647	49.35	49.35
91450	WILLAMAN, GABRIEL	TOT COLFOR/CARBON/ ALKAL		3/02/18	83613	190.00	190.00
		VTRW INSPECTION		3/02/18	83700	600.00	
		PRE-EMERGENT APP/MATS		3/02/18	83700	11,824.00	12,424.00
		CHECKS TOTAL				253,570.34	253,570.34

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 253,570.34 CHECK DATE 3/02/18

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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: 3-20-18

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.

6 II

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

March 12, 2017
Via email

Fr: Melissa Field

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

LICENSING BOARD

FIRST READINGS:

- A. NIKKE MACHINE MANUFACTURING CORP – Contractor / Hyogo, Japan
- B. KORBIN CONRAD, DBA: TOP DOG CARPET CLEANING – Home Business / 210 S"O" ~ VC, NV
- C. WHITE DAISY DESIGNS, LLC - General / 160 C St ~ Virginia City, NV
- D. SABER ENGINEERING, INC – General / 5421 Kietzke Ln ~ Reno, NV
- E. FLUX RESOURCES LLC – General / 2100 SW River Pkwy ~ Portland, OR
- F. CGS MULE, LLC – General / 680 E Glendale Ave ~ Sparks, NV
- G. AUTOMATION & CONTROL CONCEPTS, INC – General / 401 Ryland St ~ Reno, NV
- H. PRECISION AIR BALANCING CO, INC- General / 1240 N. Jefferson St ~ Anaheim, CA
- I. TRAVELERS ALLIANCE GROUP – General / 6775 Engle Rd ~ Middleburg Heights, OH
- J. VICTORY WOODWORKS, INC – Contractor / 3401 Kresge Ln ~ Sparks, NV
- K. APEX ANODIZING (NEW), INC – General / 280 B Coney Island ~ Sparks, NV
- L. ATKINS NORTH AMERICAN, INC – General / 10509 Professional Cr ~ Reno, NV
- M. RAGLEN SYSTEM BALANCE, INC – Contractor / 1121 University Terrace ~ Reno, NV
- N. DEBBIE TAYLOR – General / 9910 Matterhorn BLVD ~ Reno, NV
- O. EUROSOFT-CONTROL LLC – General / 401 Ryland St ~ Reno, NV
- P. OCS GROUP LLC – General / 401 Ryland St ~ Reno, NV
- Q. JEOL USA, INC – General / 11 Dearborn Rd ~ Peabody, MA
- R. ADF INTERNATIONAL INC – Contractor / 1401 N. University Dr ~ Coral Springs, FL
- S. EDEN HOSPICE AT CARSON CITY – General / 4601 NE 77th ~ Vancouver, WA
- T. W.W. GRAINGER, INC – General / 100 Grainger ~ Lake Forest, IL
- U. VINNIE'S ELECTRIC INC – Contractor / 1773 Walnut Dr ~ Fernley, NV
- V. NORTH BEND EQUIPMENT – General / 7453 Empire Dr ~ Florence, KY
- W. PIPEWORKS PLUMBING & HEATING INC – Contractor / 550 E. Plumb Ln ~ Reno, NV
- X. VIRGINIA CITY LODGING.COM – General / 74 S. "C" St ~ Virginia City, NV
- Y. FUNDIN PUMP & WELL SERVICE LLC – Contractor / 4030 Eastlake Blvd ~ Washoe Valley, NV
- Z. MARSH CREEK, LLC – Contractor / 2000 E. 88th Ave ~ Anchorage ,
- AA. ORBIS TECH SERVICES, LLC – Contractor / 1215 Kleppe Ln ~ Sparks, NV
- BB. ALPHA OMEGA MECHANICAL LLC – Contractor / 135 Coney Island Dr ~ Sparks, NV
- CC. TA OPERATING LLC, DBA: TRAVEL CNTRS OF AMERICA – General / 24601 Cntr Ridge ~ Westlake, OH
- DD. GEORGE DELONG CONSTRUCTION INC – Contractor / 833 E. Fourth St ~ Winnemucca, NV
- EE. SAGE RIVER DEVELOPMENT – Contractor / 9460 Double R Blvd ~ Reno, NV
- FF. VIEGA LLC – General / 12303 Airport Way ~ Broomfield, CO
- GG. TIMELY TESTING, LTD – General / 8725 Technology Way ~ Reno, NV

Storey County Community Development

Business Licensing

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

HH. HOTATECH, INC – General / 15348 Valley Blvd ~ City of Industry, CA

II. MARK STAFFORD REAL ESTATE APPRAISER – General / 685 Sienna Park Ct ~ Reno, NV

JJ. DEGENKOLB ENGINEERS – General / 375 Beale St ~ San Francisco, CA

KK. EVOLVED K9 TRAINING LLC – Home Business / 1537 Canal Rd ~ Sparks, 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: 3/20/18

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** First reading for General License – Virginia City Brewery & Taphouse. 62 N C St., Virginia City, NV 89440. Add Frederic Cline to the existing business license.

2. **Recommended motion:** I motion to approve as part of the consent agenda the first reading, General License – Virginia City Brewery & Taphouse. 62 N C St., Virgini City, NV 89440. Add Frederic Cline to the existing business license.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** First reading for General License – Virginia City Brewery & Taphouse. 62 N C St., Virginia City, NV 89440. Add Frederic Cline to the existing business license.

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

A handwritten signature of the County Manager.

County Manager

A handwritten signature of Gerald Antinoro.

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 6 III



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

March 1, 2018

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

Fr: Brandy Gavenda *JB*

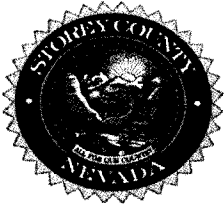
Please add the following item(s) to the March 20, 2018 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

- A. General Business License – Virginia City Brewery & Taphouse, 62 N C St., Virginia City, NV. Add Frederic Cline to the existing license.

**PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924**




Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/20/18

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** First reading for General Business License name change – Firehouse BBQ, name change to Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.
2. **Recommended motion:** I motion to approve as part of the consent agenda the first reading for General Business License name change – Firehouse BBQ, name change to Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.
3. **Prepared by:** Brandy Gavenda, Administrative Assistant 
- Department:** SCSO **Telephone:** 775-847-0959
4. **Staff summary:** First reading for General Business License name change – Firehouse BBQ, name change to Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.
5. **Supporting materials:** See attached Agenda letter
6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

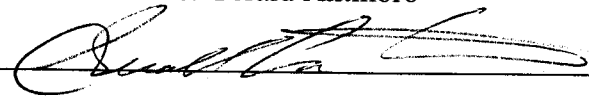
____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

 County Manager


Other agency review: _____

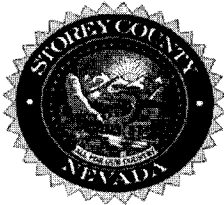
9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

6 TV



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Storey County to assume original Pipers Opera House elevator contract with OTIS United Technologies

2. **Recommended motion:** Approval

3. **Prepared by:** Deny Dotson

Department: VCTC / Pipers

Telephone:

4. **Staff summary:**

New ownership – Assumes Original Contract SV 65012

Beginning the effective date of the addendum, the new owner (Storey County) of Pipers Opera House located at 12 N B St. VC, NV. 89440 agrees to assume the existing contract as stated above for the elevator State # 14160. The original contract was dated 3-5-10, commenced on 5-1-10 and signed 4-21-10. This addendum will show that the new ownership assumes all the original terms and conditions.

5. **Supporting materials:** attached

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

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** Yes

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No. 6V



United Technologies

DATE: 01/11/2018

TO:

Storey County Courthouse
PO Box 176
Virginia City, NV 89440

FROM:

Otis Elevator Company
725 Trademark Drive #102
Reno, NV 89521

EQUIPMENT LOCATION:

Piper's Opera House
12 N B Street
Virginia City, NV 89440

Amy Bennett
Phone: (775) 313-7066
Fax: (860) 353-0664

CONTRACT NUMBER:

SV 65012

CONTRACT DATE:

05/01/2010

We propose the following modification to the Contract referred to above, to take effect as of: 01/11/2018

NEW OWNERSHIP - Assumes Original Contract SV 65012

Beginning the effective date of this addendum, the new owner Storey County Courthouse of Piper's Opera House located at 12 N B St., Virginia City, NV 89440, agrees to assume the existing contract as stated above for elevator State# 14160. The original contract was dated 03/05/2010, commenced on 05/01/2010 and signed 04/21/2010. This addendum will show that the new ownership assumes all the original terms and conditions.

CONTRACT ADDENDUM

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Amy Bennett
 Title: Account Professional
 E-mail: Amy.Bennett@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: _____
 Title _____
 E-mail: _____
 Name of Company _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: Eric Henning
 Title General Manager

- ☐ Principal, Owner or Authorized Representative of Principal or Owner
- ☐ Agent: _____
 (Name of Principal or Owner)

Jessie Fain

From: Keith Loomis
Sent: Friday, January 26, 2018 4:51 PM
To: Jessie Fain; Anne Langer
Subject: RE: Piper's Opera House

Jessie

I don't see any specific problems with the agreement. I think that there ought to be an addendum whereby Otis acknowledges and agrees to our assumption of the rights and responsibilities under the agreement.

Keith Loomis
Deputy District Attorney
Storey County District Attorney's
Office
P.O. Box 496, 201 South C Street
Virginia City, NV 89440
(775) 847-0964

Storey County is an equal opportunity provider

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From: Jessie Fain
Sent: Thursday, January 25, 2018 1:05 PM
To: Anne Langer; Keith Loomis
Subject: FW: Piper's Opera House

Good Afternoon,

Attached is the contract we would be assuming for the elevator at Piper's.
Please review and let me know if you see any issues.

OTIS

DATE: 03/05/2010

TO:

Piper's Opera House
Drawer J
12 N. B Street
Virginia City, NV 89440

FROM:

Otis Elevator Company
725 Trademark Drive
Suite 102
Reno, NV 89521

EQUIPMENT LOCATION:

Piper's Opera House
12 N. B Street
Virginia City, NV 89440

Patrick Hollinger
Phone: (775) 322-5411 ext 15
Fax: (775) 322-1385

PROPOSAL NUMBER: PH021610

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
1	Silver State	Hydraulic	TBD

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

Under this Contract, we will maintain the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

Visit Frequency	Selection
Monthly	<input type="checkbox"/>
Bimonthly	<input type="checkbox"/>
Quarterly	<input checked="" type="checkbox"/>

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS® program.

REPORTS – e*SERVICE

We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT**SAFETY TESTS – TRACTION ELEVATORS**

Code requires an annual no load test and at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, car buffers, and counterweight buffers. These tests are not included in the Contract. You agree to conduct and pass the annual no load and five year, full load test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

SAFETY TESTS – HYDRAULIC ELEVATORS

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent

access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake,

riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

SPECIAL PROVISIONS

Travel Time and Expenses

In the event of trouble calls between our regular examinations, you agree to pay us extra for travel time and expenses, at our regular billing rates, from the dispatching point to the building under contract and return.

State Required Annual No Load Pressure Relief Test

Otis Elevator will perform the State required annual no load pressure test at no additional cost to Piper's Opera House!

CONTRACT PRICE AND TERM

CONTRACT PRICE

Seventy-five dollars (\$75.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/2010 which was \$82,000. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be ⁷⁵05/01/2010. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each five (5) year anniversary for an additional five (5) years term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

LUBRICATE AND SURVEY SERVICE

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Patrick Hollinger

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 4-21-2010

Signed: Lori Barrington

Print Name: Lori Barrington

Title: Executive Director

E-mail: 4pipershous@gmail.com

Name of Company: Piper's Opera House Programs, INC.

☒ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent:

(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: 5/10/10

Signed: Gary Wardle

Print Name: Gary Wardle

Title: Branch Manager

OTIS

DATE: 11/17/2011

TO:

Piper's Opera House
12 N. B Street
Drawer J
Virginia City, NV 89440

FROM:

Otis Elevator Company
725 Trademark Drive
Suite 102
Reno, NV 89521

EQUIPMENT LOCATION:

PIPER'S OPERA HOUSE
12 N B STREET
VIRGINIA CITY, NV 89440

Patrick Hollinger
Phone: (775) 322-5411 ext 15
Fax: (775) 322-1385

CONTRACT NUMBER: SV 65012

CONTRACT DATE: 05/01/2010

We propose the following modification to the Contract referred to above, to take effect as of: 12/01/2011

Maintenance Agreement Extension

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

The Category 5 Safety Tests are included in this addendum and will be enforced at the time this addendum is signed and approved.

Upon approval of this addendum, Otis Elevator will adjust the monthly maintenance fee to accommodate the Category 5 testing. The rate will be increased by \$17 per month per elevator.

Category 5 Safety Test - Over Speed Rupture Valve

Otis Elevator will conduct a State of Nevada required Category 5 Test. Otis Elevator will put a full load of weights on the elevator, conduct a test of the over speed rupture valve, inspect and test safety switches and circuits in the machine room, hoistway, elevator car, and elevator pit, perform buffer compression tests if an oil buffer is used, inspect guide rails and fastenings, and test the function of the over speed rupture valve. This State required Category 5 Test will bring the elevator into compliance with the State of Nevada.

These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage because of the action or failure of any part of the elevator equipment. If repairs are necessary to obtain proper operation of the equipment to meet the

11/30/2011 13:21 775847639

STOREY COUNTY SCH D

PAGE 03/03

775 322 1385

Otis Elevator Company

04:23:40 p.m. 11-17-2011

Requirements of these terms, such work will be added to the contract.

Extended Term Option

If you decide to extend the contract for ten (10) years, Otis Elevator will subtract an additional 3% off of the new monthly rate.

Please initial here for the ten (10) year extended term option. X _____

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Patrick Hullinger

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 11-30-11

Signed: [Signature]

Print Name: ROB SLABY

Title: _____

Email: RSLABY@STOREY.K12.NV.US

Name of Company: Papua Gama House

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☒ Agent: Papua Gama
(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: 12-3-11

Signed: [Signature]

Print Name: Gary Wardle

Title: Branch Manager

CONTRACT ADDENDUM

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
Division of Industrial Relations
Mechanical Compliance Section

4600 Kietzke Lane, Suite F-151 Reno, NV 89502
Phone: (775) 688-3750 Fax (775) 688-1664

1301 N. Green Valley Parkway, Suite 160 Henderson, NV 89074
Phone: (702) 486-9054 Fax (702) 486-9176

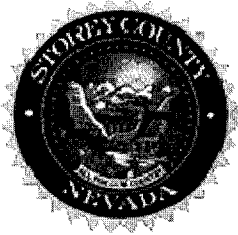
ELEVATORS/RELATED EQUIPMENT OPERATING PERMIT

User: Piper's Opera House
12 N B St
Virginia City, NV 89440

State No.	NV14160	Drive:	Hydraulic
Object:	Elevator	Manufacturer:	AMLIFT
Year Built:	2002	User Object No.	1
Serial:	3051635	Speed:	100
Capacity:	2100	Cat 1:	12/18/2017
Landings:	2	Cat 3:	
First Inspection:		Cat 5:	12/20/2016
Location Site:	Lobby	Use:	Passenger
Inspector:	Mark Hanson	Authorized Entity:	National Elevator Inspection Service
Inspection Date:	12/18/2017	User Location No:	3510897
Issue Date:	01/30/2018	Expiration Date:	12/18/2018

Owner: Piper's Opera House
12 N B St
Virginia City, NV 89440

Mail To: Piper's Opera House
PO Box J
Virginia City, NV 89440-0168



Storey County Board of County Commissioners Agenda Action Report

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

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of Treasurer's Report for February 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:** 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:**

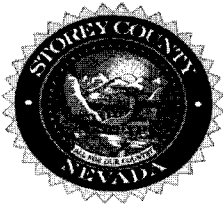
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

February 2018

TREASURER	001 GENERAL	001-500 INDUST GID	150 SCH OP	160 SCH DB	060 CAP AQU	170 STATE	010 IND MED	185 IND ACC	001 YOUTH	250 FIRE/EMER	001 PENALTIES	001-34104 A/R 6%	001-36506 OVRPMT	165 A/R 2%	TOTAL
2006/2007															\$ -
2007/2008															\$ -
2008/2009															\$ -
2009/2010															\$ -
2010/2011															\$ -
2011/2012	\$ 260.57	\$ 110.29	\$ 21.28	\$ 7.34	\$ 24.99	\$ 1.47	\$ 2.21	\$ 0.67	\$ 911.47	\$ 80.10	\$ 30.52				\$ 1,420.39
2012/2013	\$ 390.55	\$ 165.31	\$ 31.91	\$ 11.01	\$ 37.46	\$ 2.19	\$ 3.29	\$ 0.99	\$ 30.52	\$ 120.02					\$ 793.25
2013/2014															\$ -
2014/2015															\$ -
Special Assess															\$ -
Total 2014/2015	\$ 4,254.78	\$ 1,800.94	\$ 347.44	\$ 120.04	\$ 408.22	\$ 24.02	\$ 36.02	\$ 9.82	\$ 2,957.10	\$ 1,306.72	\$ 2,957.10				\$ -
2015/2016															\$ -
Special Assess															\$ -
Total 2015/2016	\$ 4,254.78	\$ 1,800.94	\$ 347.44	\$ 120.04	\$ 408.22	\$ 24.02	\$ 36.02	\$ 9.82	\$ 2,957.10	\$ 1,306.72	\$ 2,957.10				\$ 11,265.10
Subtotal	\$ 4,905.90	\$ 2,076.54	\$ 400.63	\$ 138.39	\$ 470.67	\$ 27.68	\$ 41.52	\$ 11.48	\$ 3,899.09	\$ 1,506.84	\$ 3,899.09				\$ 13,478.74
2016/2017	\$ 8,565.55	\$ 3,623.57	\$ 699.48	\$ 241.68	\$ 821.78	\$ 48.34	\$ 72.52	\$ 21.79	\$ 3,659.18	\$ 2,632.64	\$ 3,659.18				\$ -
Special Assess															\$ -
Total 2016/2017	\$ 8,565.55	\$ 3,623.57	\$ 699.48	\$ 241.68	\$ 821.78	\$ 48.34	\$ 72.52	\$ 21.79	\$ 3,659.18	\$ 2,632.64	\$ 3,659.18				\$ 20,386.53
TOTAL PRIOR	\$ 13,471.45	\$ 5,700.11	\$ 1,100.11	\$ 380.07	\$ 1,292.45	\$ 76.02	\$ 114.04	\$ 33.27	\$ 7,558.27	\$ 4,139.48	\$ 7,558.27				\$ 33,865.27
2017/2018	\$ 263,764.94	\$ 153,371.71	\$ 176,492.49	\$ 33,988.28	\$ 11,675.26	\$ 39,941.63	\$ 2,279.74	\$ 3,475.66	\$ 1,009.97	\$ 128,163.17	\$ 7,321.12				\$ 821,483.97
Special Assess															\$ -
TOTAL 17/18	\$ 263,764.94	\$ 153,371.71	\$ 176,492.49	\$ 33,988.28	\$ 11,675.26	\$ 39,941.63	\$ 2,279.74	\$ 3,475.66	\$ 1,009.97	\$ 128,163.17	\$ 7,321.12				\$ 821,483.97
TOTAL SECURED	\$ 277,236.39	\$ 153,371.71	\$ 182,192.60	\$ 35,088.39	\$ 12,055.33	\$ 41,234.08	\$ 2,355.76	\$ 3,589.70	\$ 1,043.24	\$ 132,302.65	\$ 14,879.39	\$ -	\$ 272.34	\$ -	\$ 855,621.58
Refund Secured															\$ -
REPORT TOTALS	\$ 277,236.39	\$ 153,371.71	\$ 182,192.60	\$ 35,088.39	\$ 12,055.33	\$ 41,234.08	\$ 2,355.76	\$ 3,589.70	\$ 1,043.24	\$ 132,302.65	\$ 14,879.39	\$ -	\$ 272.34	\$ -	\$ 855,621.58
ASSESSOR															\$ -
2007/2008															\$ -
2008/2009															\$ -
2009/2010															\$ -
2010/2011															\$ -
2011/2012															\$ -
2012/2013															\$ -
2013/2014	\$ 5.58	\$ 2.43	\$ 0.47	\$ 0.16	\$ 0.54	\$ 0.03	\$ 0.06	\$ 0.02	\$ 0.70	\$ 1.76	\$ (11.99)	\$ 0.24			\$ -
2014/2015															\$ -
2015/2016															\$ -
Subtotal	\$ 5.58	\$ 2.43	\$ 0.47	\$ 0.16	\$ 0.54	\$ 0.03	\$ 0.06	\$ 0.02	\$ 0.70	\$ 1.76	\$ (11.99)	\$ 0.24	\$ 0.24	\$ (0.00)	\$ -
2016/2017															\$ -
TOTAL PRIOR	\$ 5.58	\$ 2.43	\$ 0.47	\$ 0.16	\$ 0.54	\$ 0.03	\$ 0.06	\$ 0.02	\$ 0.70	\$ 1.76	\$ (11.99)	\$ 0.24	\$ 0.24	\$ (0.00)	\$ -
2017/2018	\$ 1,784.82	\$ 49,822.80	\$ 21,843.44	\$ 4,214.55	\$ 1,455.64	\$ 4,951.27	\$ 291.13	\$ 436.64	\$ 131.03	\$ 15,861.71	\$ 32.82	\$ 6,573.48	\$ 2,191.16		\$ 109,590.49
Overpayment															\$ -
TOTAL UNSEC	\$ 1,790.40	\$ 49,822.80	\$ 21,845.87	\$ 4,215.02	\$ 1,455.80	\$ 4,951.81	\$ 291.16	\$ 436.70	\$ 131.05	\$ 15,863.47	\$ 20.83	\$ 6,574.18	\$ -	\$ 2,191.40	\$ 109,590.49
MISC															\$ -
PX/PC DIST															\$ -
MX DIST															\$ -
PX DIST	\$ 483,620.09	\$ 204,704.03	\$ 39,494.23	\$ 13,646.94	\$ -	\$ 2,729.39	\$ 4,094.08	\$ 1,228.22	\$ 148,642.42						\$ 898,159.40
PC DIST	\$ 686.48	\$ -	\$ 290.57	\$ 56.06	\$ 19.37	\$ 3.87	\$ 5.81	\$ 1.74	\$ 210.99						\$ 1,274.89
GRAND TOTAL	\$ 763,333.36	\$ 203,194.51	\$ 409,033.07	\$ 78,853.70	\$ 27,177.44	\$ 46,185.89	\$ 5,380.18	\$ 8,126.29	\$ 2,404.25	\$ 297,019.53	\$ 14,900.22	\$ 6,574.18	\$ 272.34	\$ 2,191.40	\$ 1,864,646.36

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check Date	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	DUFRESNE, 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		6/26/15	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	86073	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	10035	C & W LOCK, GLASS & SAFE		8/18/17	30.90
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	90283	199 00	403901	THE TOMBSTONE 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	90827	199 00	405188	JORDAN, REBECCA		12/22/17	25.00
CK	90881	199 00	405183	VCRV PARK		12/22/17	100.00
CK	91030	199 00	405204	ELLOWAY, STEVEN		1/19/18	87.08
CK	91038	199 00	103367	GLOBAL TOWER LLC		1/19/18	395.83
CK	91059	199 00	405200	MENDOZA, JOHN MICHAEL		1/19/18	20.55
CK	91186	199 00	403895	PETRINI, ANGELO D		2/02/18	36.00
CK	91189	199 00	403943	RENO TAHOE TERRITORY		2/02/18	150.00
CK	91227	199 00	100285	AVS DEVELOPMENT LTD		2/16/18	59.50
CK	91228	199 00	405113	AXON ENTERPRISE, INC		2/16/18	2,402.00
CK	91232	199 00	405088	BOYD, WHITNEY JOLYN		2/16/18	1,929.21
CK	91233	199 00	405201	BRIGGS ELECTRIC, INC		2/16/18	330.00
CK	91234	199 00	403671	BURRELL, SCOTT LEWIS		2/16/18	1,900.00
CK	91247	199 00	405213	CONNELL, RICHARD		2/16/18	166.05
CK	91250	199 00	404614	DUKE, DAVID		2/16/18	5,869.25
CK	91257	199 00	403975	FERRILLIGAS LP		2/16/18	3,087.50
CK	91272	199 00	403613	JNA CONSULTING GROUP LLC		2/16/18	100.00
CK	91273	199 00	405056	JUDSON, KEITH S		2/16/18	23.50
CK	91280	199 00	405077	MACKEY, MANSION		2/16/18	1,877.75
CK	91291	199 00	404940	NEV HUMAN RESOURCES, LV		2/16/18	595.42
CK	91296	199 00	404654	NORIDIAN MEDICARE		2/16/18	

STOREY COUNTY TREASURER'S ACCOUNTING					Outstanding Checks 1 Through 999999	
					From Check#	Amount
					From 0/00/00 -	2/28/18
					Check Date	
					Vendor/Employee Name	
					Person #	
					Bank Seq	
					Tp	
CK	91297	199	00	404163	NORTON CONSULTING LLC	2/16/18
CK	91302	199	00	403895	PETRINI, ANGELO D	2/16/18
CK	91325	199	00	101715	ST CO PUBLIC WORKS	2/16/18
CK	91329	199	00	401352	STOREY COUNTY JEEP POSSE	2/16/18
CK	91339	199	00	405005	VANHAVEL, JASON	2/16/18
					Type Total:	44,049.62
PR	34231	199	00	900615	SHERIFF FEE COLLECTION/GA	8/15/14
PR	34705	199	00	900201	COLONIAL LIFE INS. 125	8/14/15
PR	34774	199	00	900107	MEDICAL/EMPLOYEE BUYUP	10/09/15
PR	35013	199	00	900113	LIFE INSURANCE	4/08/16
PR	36095	199	00	900116	LIFE INSURANCE (LINCOLN)	2/23/18
PR	36103	199	00	900299	DEFERRED COMP (AFTER-TAX)	2/23/18
PR	36104	199	00	900300	DEFERRED COMP	2/23/18
PR	36111	199	00	900501	FIRE FIGHTER ASSOC #4227	2/23/18
PR	36113	199	00	1205	HOOD, CHRISTOPHER	2/26/18
					Type Total:	13,400.65
					Bank Total:	57,450.27
					Total:	57,450.27



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval of Resolution # 18-483 authorizing staff to negotiate with the developers for the formation of Storey County Special Assessment District No. 01 (Tahoe-Reno Industrial Center) to provide a portion of the funds needed for the construction of an effluent water line. Also attached are draft forms of a proposed Expense Reimbursement Agreement and a Deposit Agreement for review and possible approval of the forms.

2. **Recommended motion:** I, (Commissioner), move for approval of Resolution # 18-483 authorizing staff to negotiate with the developers for the formation of Storey County Special Assessment District No. 01 (Tahoe-Reno Industrial Center) and move to approve the forms of the Deposit Agreement and the Preliminary Expense Reimbursement Agreement.

3. **Prepared by:** Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** Please see Page 2

5. **Supporting materials:** Resolution No. 18-483
Draft Deposit Agreement
Draft Expense Agreement

6. **Fiscal impact:** No

Funds Available:

Fund: Roads ____ Comptroller

7. **Legal review required:** Yes

KL District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. **7**

- 4. Staff summary:** As we continue to assess the viability of establishing a Special Assessment District to serve as a funding mechanism for the effluent pipeline project, we are now at a point that several professional consultants must be brought in to validate the accuracy of the Developer's application and plan. These include our Financial Consultant, Marty Johnson with JNA, our Bond Counsel, Kendra Follet with Sherman & Howard, an Appraiser which we have selected but not engaged Mark Stafford with Stafford Appraisal and an Assessment Engineer which we have selected but not engaged Farr West Engineering. Approval of Resolution No. 18-483 establishes a path for the Developer to deposit an amount still being determined that will fully cover estimated costs associated with these professional services inclusive of services performed to date by JNA and Sherman & Howard. Nothing in this resolution or the current draft documents which facilitate both the deposit and the payment of project related expenses binds the County to establishing a Special Assessment District. It merely places responsibility on the Project Developer to fully pay for professional services costs necessary to further analyze and determine if staff chooses to recommend to the Board of Commissioners approval of establishing a Special Assessment District to fund this project.
- 5.** Also attached are draft forms of agreement for preliminary expense reimbursement and deposit agreement. The Resolution authorizes the County Manager to sign these forms and thereby bind the County to the agreements. The forms of the agreements are provided to the board for possible approval.

**STOREY COUNTY, NEVADA
SPECIAL ASSESSMENT DISTRICT NO. __
(TAHOE RENO INDUSTRIAL CENTER)**

PRELIMINARY WORKS EXPENSE AGREEMENT

This Preliminary Works Expense Agreement is between Storey County, Nevada (the "County") and Switch (collectively the "Developers"), who are the owners or control the owners of all of the property proposed to be assessed in the proposed Storey County, Nevada Special Assessment District No. __ (Tahoe Reno Industrial Center) and is made as of the __ day of _____, 2018.

WHEREAS, Developers have requested the County to form Storey County, Nevada Special Assessment District No. __ (Tahoe Reno Industrial Center) (the "District"); and

WHEREAS, the County has determined that the project contemplated in the District, i.e., an effluent water pipeline project (the "Project", as more particularly described in the first sentence of Section 1 hereof) will serve a public purpose; and

WHEREAS, in order to determine whether to create and finance the District, certain studies, right-of-way acquisitions, engineering design work, and environmental, permitting, and other preliminary work (collectively the "Preliminary Work", as more particularly described in the second sentence of Section 1 hereof) must be done; and

WHEREAS, the Developers have agreed to fund the cost of the Preliminary Work prior to the time of creation of the District; and

WHEREAS, the Developers desire to be reimbursed for amounts advanced to the County pursuant to this Agreement from the proceeds of bonds issued to fund the District, and the County is agreeable to such reimbursement provided that: (1) the bonds are issued, consistent with the County's Special Assessment Guidelines (adopted by the Board of County Commissioners of the County on February 6, 2018) and NRS 271.710 through 271.730, (2) there are bond proceeds available to pay such reimbursements, after taking into account other amounts required or expected to be paid with those proceeds; and (3) the reimbursement is otherwise consistent with federal and State law and County policy; and

WHEREAS, the Developers understand that this agreement does not obligate the County to issue Bonds, and that if the County does not issue Bonds for the District, the Developers will not be reimbursed for the costs advanced pursuant to this Agreement, but the Developers will, in that event, be entitled to any transferable work product of any work performed with money advanced under this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Project and the Preliminary Work. The Project is to provide an effluent water pipeline project in the Tahoe Reno Industrial Center area of the County. In connection with that Project, the following tasks need to be done prior to creation of the District:

A. Right-of-ways on which the improvements are to be located must be acquired by the Developers;

B. Engineering design work and assessment engineering for the improvements must be completed; and

C. Any necessary environmental, wetlands, archeological, Corp of Engineers and other studies and permitting need to be accomplished so that improvements can be definite, right-of-way acquired and the Project constructed.

All of the above work will be done by or at the direction of the Developers with the consent of the County except as provided in Sections 3 and 4 below.

Section 2. Timetable; Developers' Input. An estimated timetable for performance of the improvements described in Section 1 will be provided by the Developers within 60 days of the execution of this Agreement, but it is understood by the parties that this is an estimate only and is no way binding on any parties. The Developers will keep the County informed of progress on the Preliminary Work and allow the County to meet with it and the Developer's consultants to provide input and suggestions with respect to each of the above steps. This Section obligates the Developers to allow the County the opportunity to present their suggestions.

Section 3. Consultants. The County agrees to consult with Developers prior to the hiring of consultants for the Preliminary Work and allow Developers' input into the decision to hire the consultants and into the form of the contract or contracts with those consultants. The Developers hereby consent to the use of and execution of contracts with Farr West Engineering, as the assessment engineer for the District and Stafford Appraisal, as the appraiser for the District. No consultant, the cost of which is to be paid pursuant to this Agreement, will be hired without the consent of the Developers, but that consent will not be unreasonably withheld. After the County has proposed the retention of a consultant and mailed a copy of the proposed contract with the consultant to the Developers, Developers shall have 15 days to object thereto, and if no objection is delivered to the County in writing within that 15 day period, the Developers will be conclusively presumed to have consented to the retention of that Consultant on the terms specified in the proposed contract.

Section 4. Developers' Participation in Right-of-Way Acquisition. The County agrees that as development proceeds, the Developers may approach property owners to attempt to obtain the right-of-ways required for the Project, and County agrees to cooperate with Developers in

this effort; however the County does not agree to exercise its power of eminent domain for any parcels. It is understood that to the extent Developers so obtain rights-of-way or options thereto, the County will not expend its own efforts in obtaining options or rights-of-way for the same parcels. Developers understand that the County is able to reimburse them only for rights-of-way which are actually used for the Project, and if the Developers acquire any rights-of-way or options to rights-of-way which, for whatever reason, are not ultimately used for the Project, that particular cost is not eligible for reimbursement.

Section 5. Costs and Expenses. All of the County's costs for performing the Preliminary Work, including the cost of any consultant as described in the Section 3, the County's out-of-pocket costs in connection with performing these tasks (such as the cost of mailing, express deliveries, printing, etc.), and a reasonable charge for the County's in-house costs calculated by multiplying the County's standard in-house billing rates times the number of hours actually expended in working on the above tasks, will be billed to and paid by the Developers.

Section 6. Budgets. The Developers will prepare a budget for the Preliminary Work at least annually within 2 months of the execution hereof and thereafter prior to July 1 of each year, which the County will have the right to review and comment upon. The final budget, however, must be approved by the County.

Section 7. Quarterly Statements. The Developer shall submit to the County on or about the time the first annual budget is completed and thereafter on the 15th day of the second month of each calendar quarter, a statement of the Developers' estimated costs and expenditures to be made for the Preliminary Work during the next ensuing calendar quarter plus or minus the amounts described in Section 8 hereof. The first statement shall also include all costs and expenses incurred prior to the submission of that statement to the County, and an estimate of costs and expenses to be incurred thereafter until the completion of the then current calendar quarter.

Section 8. Adjustments; Due Dates. Statements will also include as an addition or subtraction, as the case may be, the difference between the billed estimated cost (previously paid by the Developer) of Preliminary Work for the preceding calendar quarter and the actual amount of costs and expenses for Preliminary Work during that preceding calendar quarter. Statements rendered by the County shall be due and payable by the Developers without further demand or notice, on the 30th calendar day after the statement is mailed by the County. All checks for expenses hereunder must be received by the County Comptroller at the below address by no later than 3:00 p.m. on the due date.

Section 9. Termination. In the event the Developers notify the County in writing to cease the Preliminary Work or the Developers do not pay the amount specified in any statement when due, the Preliminary Work shall be terminated. The County shall then wind up all work on the Preliminary Work and request its consultants to wind up all of their work on the Preliminary Work. The Developers shall be responsible to pay to the County: (1) an amount equal to all of the County's costs incurred in performing the Preliminary Work to the date the Preliminary Work is terminated and (2) the cost of winding up work on the Preliminary Work incurred by the

County and its consultants; but the Developers shall not be responsible for the payment of the costs of any other services with respect to Preliminary Work performed after the winding up of the work is completed. The County shall render to the Developers a final statement which will specify the amount owed by the Developers which has not theretofore been paid, and if the amount theretofore paid by the Developers is sufficient to pay all expenses and there remains a positive balance, the final statement shall so state, and a check for the positive balance shall be forwarded by the County within 30 calendar days after mailing of the final statement. In the event that the Developers owe funds pursuant to this section, those amounts are due and payable without further notice or demand, on the 30th calendar day after a statement is mailed by the County. On a termination as provided in this section, the schedule described in Exhibit A to this contract or any amendment thereto, or re-estimate thereof, is then terminated and the County shall have no obligation to recommence work on the Preliminary Work except upon mutual written agreement of both parties, based on a new schedule. Developers understand that if work ceases pursuant to this section, the County may commit its resources to other projects; consequently, County can not commit that it will be able to recommence work on the Preliminary Work at any particular time.

Section 10. Billing Disputes. Should the Developers in good faith contest whether or not an expenditure which has been billed on a statement to the County is a valid expenditure for Preliminary Work, they shall nevertheless pay to the County the amount of that expenditure when due. The Developers may, after making the payment, appeal to the County Manager, describing in writing the reasons that it feels a particular expenditure is not an appropriate expenditure for the Preliminary Work. The County Manager shall render his decision with respect to the Developers' appeal to the Developers in writing. The decision of the County Manager shall be final and binding on the Developers.

Section 11. Late Payments. All payments made after the due date shall include interest at a rate equal to the Prime Rate (or average Prime Rate, if more than one) as published in the Wall Street Journal applicable to the period for which the payment is late, plus 2% per annum.

Section 12. Notices. All notices, statements, suggestions, objections and payments made hereunder shall be tendered to the following addresses by first class mail, or by overnight delivery service, and shall be deemed received on the day after they are mailed or deposited with the overnight delivery service:

If to the County: Storey County, Nevada
 PO Box 176
 Virginia City, Nevada 89440

If to Developers:

Attention:

Section 13. Copies of County Notices. A copy of any notice, suggestion or objection delivered to the County hereunder shall also be mailed to:

County Manager

and Storey County District Attorney

Section 14. Copies of Developers' Notices. A copy of any notice, bill, or budget delivered to the Developers hereunder shall also be forwarded to:

Section 15. Indemnification.

A. The Developers agree to protect, indemnify, defend and hold the County, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the County, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the County, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of: (i) any actions undertaken pursuant to this Agreement; or (ii) any act or omission negligent or otherwise of the Developers or any of their subcontractors, agents or anyone who is directly employed by or acting in connection with the Developers or any of their subcontractors, or agents, in connection with the Project. If the Developers fail to do so, the County shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developers.

B. No indemnification is required to be paid by the Developers for any claim, loss or expense arising from the willful misconduct or gross negligence of the County or its officers or employees.

C. The provisions of this section shall survive the termination of this Agreement. It is not intended by the parties hereto that this indemnification provision revive any claim of or extend any statute of limitations which has run against any third party.

Section 16. No Third Party Beneficiaries. None of the provisions of this Agreement are intended to cause the owners of any property assessed, the general public, or any

member thereof, or any other person to become a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for any claim or other matter pursuant to this Agreement.

Section 17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the County and the Developers and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either Developers hereto or by the County shall be valid unless the other parties hereto consent to such assignment in writing.

Section 18. Inspection of Books and Records. The County will permit the Developers to inspect its books and records pertaining to the Preliminary Work, including but not limited to, information relating to amounts budgeted and expended, interest earned, and balances of funds held by the County.

Section 19. Entire Agreement. This Agreement, including the exhibit hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed by each party.

Section 20. No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of any other right, power or remedy that either party may have.

Section 21. Attorneys' Fees. If the County incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developers of any provision hereof or in enforcing the provisions hereof, the County shall be entitled to recover such fees and expenses from the Developers.

Section 22. Partial Invalidity. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the County and Developers agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 24. No County Obligation. Nothing herein obligates the County to expend any money other than funds paid by the Developers for the purposes hereof and funds derived from the sale of Bonds hereafter issued for the District which are available for expenditures. Nothing herein obligates the County to issue the bonds. Nothing herein obligates the County to approve the application to be filed by the Developers or to proceed with the District if the application is not submitted or approved by the County.

Section 25. Term. Except as otherwise provided in Section 13 hereof, this Agreement shall be in effect from the date and year first mentioned above until the earlier (i) the date this Agreement is terminated pursuant to Section 9 hereof, but not before all amounts due hereunder are paid by the Developer, (ii) the date the Preliminary Work is completed and all amounts due hereunder by the Developers are paid, or (iii) the date this Agreement is succeeded by a definitive financing agreement among the parties hereto or their successors for the District.

Section 26. Power of Parties Signing Agreement. The persons executing this Agreement hereby state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

IN WITNESS WHEREOF the County and the Developers have caused this Financing Agreement to be executed as of the day and year first mentioned above.

STOREY COUNTY, NEVADA

By: _____
County Manager
Storey County, Nevada

[DEVELOPER]

By: _____
Name: _____
Title: _____

**STOREY COUNTY, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL IMPROVEMENT DISTRICT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2018, by and between STOREY COUNTY, NEVADA (the "**County**"), and Switch (the "**Developer**").

WHEREAS, the Developer has requested that the County conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the County (the "**District**"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed District; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Comptroller of Storey County (the "**Comptroller**") to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Deposit**") to the Comptroller as provided in Section 3 hereof, which Deposit shall be used by the County to pay costs generally described in Section 2 hereof. If the Deposit is not advanced in accordance with Section 3 hereof, the County shall not proceed with the issuance of Bonds.

SECTION 2. USE OF DEPOSIT. The Comptroller shall use the Deposit to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, "**Financing Costs**"), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Sherman & Howard LLC, as Bond Counsel, and (g) JNA Consulting Group, as the County's financial advisor. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Comptroller's approval or as outlined in agreements that will be on file in the Comptroller's office and available for inspection and review by the Developer. The Comptroller shall maintain records of the payment of all Financing Costs and keep such records on file and available for inspection and review by the Developer in the Comptroller's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Comptroller \$175,000 within five (5) days after the date of approval of this Agreement by the Board of County Commissioners of the County. As additional Deposits are required, the Comptroller shall make demand upon the Developer, and the Developer shall deposit such additional Deposit with the Comptroller within five (5) business days of receipt of such demand. The Comptroller shall cause all Deposit received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Comptroller. All interest or other amounts earned on Deposit in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Comptroller shall transfer to the Developer all Deposit, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Deposit necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

- A. The Developer may direct the County to reimburse the Developer for the Deposit, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;
- B. The Developer may direct the County to return unexpended Deposit, and the interest thereon, to Developer; or
- C. The Developer may direct the County to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the County will proceed with the issuance of the Bonds, and the County expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the County's sole discretion, it deems such termination or

abandonment to be in the best interests of the County.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Storey County, Nevada, as of the date and year first herein above written.

STOREY COUNTY, NEVADA

County Manager, Storey County, Nevada

SWITCH

By: _____
Name: _____
Title: _____

RESOLUTION NO. 18-483

A RESOLUTION AUTHORIZING STAFF TO NEGOTIATE WITH THE DEVELOPERS FOR THE FORMATION OF STOREY COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 01 (TAHOE REGIONAL INDUSTRIAL CENTER); AND PROVIDING THE EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of the County of Storey (the "County"), State of Nevada, pursuant to the County's special assessment guidelines (the "Guidelines"), requires the submission of a petition and an application to initiate the formation of a special assessment district; and

WHEREAS, prior to completion of the petition and application by Switch and its related entities (collectively, the "Developers") to form a special assessment district in the Tahoe Regional Industrial Center area (the "District"), the Board now desires to authorize staff to begin negotiating the particulars of the financing for certain improvements which benefit the District, including but not limited to a water effluent project (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY, IN THE STATE OF NEVADA:

Section 1. The Board, pursuant to the Guidelines, hereby authorizes staff to begin to negotiate the particulars of the financing with the Developers, subject to the Developers making a security deposit with the County in the form of cash, a letter of credit, surety bond, or other form of security acceptable to the County Manager or designee in the amount of \$175,000 (the "Deposit") to be used to pay the costs described in the Guidelines for payment of any costs that the County may incur in connection with the District prior to the issue of bonds for the District, and that the Developers will pay all of the County's costs in connection with the District which are not paid from the Deposit. The Board hereby authorizes the execution of the Deposit and Reimbursement Agreement between the County and [developer] to be executed by the County Manager and the Preliminary Works Expense Agreement between the County and the Developers to be executed by the County Manager, substantially in the forms on file with the County Clerk with such changes as are agreed to by the County Manager whose execution of the Deposit and Reimbursement Agreement and the Preliminary Works Expense Agreement shall be conclusive evidence of such

officer's consent to any changes. Pursuant to the Preliminary Works Expense Agreement, the Developers agree to pay such costs regardless of whether the District is formed or bonds are issued.

Section 2. The District shall be known as the Storey County Special Assessment District No. 01 (Tahoe Regional Industrial Center). The County hereby appoints Farr West Engineering, as the assessment engineer for the District. The County hereby appoints Stafford Appraisal, as the appraiser for the District.

Section 3. All action, proceedings, matters and things heretofore taken, had and done by the County, and the officers thereof (not inconsistent with the provisions of this resolution), concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The officers of the County be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the acquisition of the improvements and for the completion of the District.

Section 5. Passage of this Resolution does not obligate the County to create the District, issue the Bonds or any bonds therefor, or to give any approvals to any projects in the District or elsewhere.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

PASSED AND APPROVED MARCH 20, 2018.

(SEAL)

Attest:

Chairman
Board of County Commissioners
Storey County, Nevada

County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

I, the duly elected, qualified and acting County Clerk of Storey County (the "County"), Nevada, and ex officio Clerk of its Board of County Commissioners (the "Board"), do hereby certify:

1. The foregoing are a full and correct copy of the record of proceedings of the Board taken at a meeting held on March 20, 2018, so far as such minutes relate to a resolution (the "Resolution"), a copy of which is therein set forth; and the copy of such resolution contained in such minutes is a true, correct, compared copy of the original proposed at such meeting.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Board as follows:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

Those Abstaining: _____

3. The members of the Board were present at such meeting and voted on the passage of such resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chairman of the Board, sealed with the County seal, attested by the Clerk and recorded in the minutes of the Board.

5. All members of the Board were given due and proper notice of the meeting. Pursuant to Section 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held, on the County's website, on the State's website and at least three (3) other separate, prominent places within the jurisdiction of the Board, to wit:

1)

2)

3)

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board. Such notice, if mailed, was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. Upon request, the Board provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Board for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

7. A copy of the notice so given of the meeting of the Board is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand this March 20, 2018.

County Clerk

EXHIBIT A

(Attach copy of posted agenda notice)



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 03/20/18

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: Appoint Storey County representative to the Carson Water Subconservancy District (CWSD) Carson River Watershed Committee as a voting member.

2. **Recommended motion:** Based on the recommendation by staff, I [county commissioner] motion to appoint Administrative Officer/Planning Director Austin Osborne to represent Storey County as a voting member on the Carson Water Subconservancy District (CWSD) Carson River Watershed Committee for the remainder of the 2018 calendar year.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning

Telephone: 775.847.0968

5. **Staff summary:** Appointing a voting member to the CWSD Carson River Watershed Committee will allow Storey County to participate at a higher level in watershed-wide discussion and decisions, some of which affect Storey County and its communities. Austin Osborne has served on the CWSD board and its programs affecting Storey County since 2009 and is recommended to serve on this district committee.

6. **Supporting materials:** CWSD letter requesting an appointee to the committee.

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

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

10. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 10

Enclosure A: CWSD letter requesting an appointee to the CWSD Carson River Watershed Committee



SUBCONSERVANCY
DISTRICT

777 E. William Street
Suite 110A
P.O. Box 2172
Carson City, NV 89702

(775) 887-7436
(775) 887-7437 fax

February 21, 2018

Marshall McBride, Chairman
Storey County Board of Commissioners
26 S. B St.
P.O. Box 176
Virginia City, NV 89440

Re: Carson River Watershed Committee

Dear Mr. McBride:

As you may be aware, in 1989, the Nevada Legislature charged Carson Water Subconservancy District (CWSD) with the protection and oversight of the upper Carson River Watershed. The counties initially involved with CWSD were Douglas County, Carson City, and Lyon County. In 1999, Churchill County joined CWSD, and in 2001, Alpine County began to participate with CWSD through a Joint Powers Agreement. The only portion of the Carson River watershed not officially associated with CWSD is Storey County.

CWSD would like to extend to Storey County the invitation to join the Carson River Watershed Committee as a voting member so that Storey County can more fully participate in watershed-wide discussion and decision-making. In accepting this invitation, please appoint a representative to the Carson River Watershed Committee which meets during the CWSD Board meetings on the third Wednesday of each month.

We value Storey County's involvement in the Carson River Watershed. Every county's voice needs to be heard and considered to protect our precious resources. Thank you for your consideration of this invitation.

Sincerely,

Karen Abowd
Chairman



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 03/20/18

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: Authorize the County Manager to sign contract between Storey County and the Carson Water Subconservancy District (CWSD) in the amount of \$15,000 in the 2018-19 fiscal year to reimburse the CWSD for development of the Mark Twain drainage area master plan identifying and quantifying the flood hazard risk in the Mark Twain Estates and immediate surrounding area.

2. **Recommended motion:** Based on the recommendation by staff, I [county commissioner] motion to authorize the County Manager to sign contract between Storey County and the Carson Water Subconservancy District (CWSD) in the amount of \$15,000 in the 2018-19 fiscal year to reimburse the CWSD for development of the Mark Twain drainage area master plan identifying and quantifying the flood hazard risk in the Mark Twain Estates and immediate surrounding area.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning

Telephone: 775.847.0968

5. **Staff summary:** See Enclosure A.

6. **Supporting materials:** Enclosures: (A) Project proposal; (B) draft contract and CWSD letter.

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

Funds Available:


Fund:

____ Comptroller

8. **Legal review required:**

__x__ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

//

Enclosure A: Staff Summary:

Recent flooding events have impacted the Mark Twain Estates and surrounding area. Storey County has funding opportunities from the Federal Emergency Management Agency (FEMA) to develop an area stormwater drainage master plan to address area drainage and flooding issues. Downstream of the Mark Twain area, Lyon County is experiencing similar flooding issues within Dayton Valley, particularly from Six Mile Canyon Creek and other area tributaries.

The two counties are partnering to produce a single area drainage master plan. The Carson Water Subconservancy District (CWSD) is leading the FEMA funding application effort. The overall master plan study will cost roughly \$300,000, with most of the funds coming from FEMA. The project will be managed and funded through the CWSD. The project, however, is estimated to cost approximately \$37,000 more than FEMA is providing. Lyon and Storey counties will be splitting the overage 60/40 respective the approximate amount of land each have within the study area.

CARSON WATER SUBCONSERVANCY DISTRICT

**777 East William Street, Suite 110A
Carson City, NV 89701
775/887-7450, fax 775/887-7457**

February 22, 2018

Austin Osborne
Administrative Officer/Planning Director
Storey County
P.O. Box 176
Virginia City, NV 89440

Re: Interlocal Contract Between CWSD and Storey County

Dear Mr. Osborne:

I am enclosing two partially executed originals of Interlocal Contract #2018-5 between CWSD and Storey County to Assist with the Cost of Developing a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, which was approved by the CWSD Board on February 21, 2018. Please have both originals signed by your county officials, keep one for your files, and return one to me for ours.

Thank you for your help in completing these documents. If you have any questions, please feel free to contact me.

Sincerely,



Toni Leffler
Administrative Assistant

Enclosures

CONTRACT #2018-5

INTERLOCAL CONTRACT

Addressing Funding from Storey County
to Carson Water Subconservancy District
to Assist with the Cost of Developing
a Dayton Valley Area Drainage Master Plan,
Lyon County and Storey County, Nevada

THIS CONTRACT dated this ____ day of _____, 2018, is entered into by and between STOREY COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, STOREY COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of the NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CWSD has engaged J.E. Fuller/Hydrology and Geomorphology, Inc. to develop a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, STOREY COUNTY has agreed to provide \$15,000.00 in FY 2018-19 toward the costs of the project described in Exhibit "A."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. STOREY COUNTY hereby agrees to reimburse CWSD up to \$15,000.00 for the costs associated with development of a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, which is described in Exhibit "A ".
2. After July 1, 2018, CWSD agrees to bill STOREY COUNTY in the amount of \$15,000.00 as STOREY COUNTY'S contribution to the project described in Exhibit "A."
3. STOREY COUNTY further agrees to pay the approved amount of the request to CWSD' within four (4) weeks of said request.
4. STOREY COUNTY shall have no responsibility for costs exceeding \$15,000.00.
5. This Contract shall terminate June 30, 2019.
6. 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.
7. a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable

attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this provision is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable for any attorneys' fees and costs incurred during the indemnified party's chosen right to participate with legal counsel.

8. For invoicing and notice purposes, the address of each party is as follows:

STOREY COUNTY	CWSD
Austin Osborne	Edwin James
Admin. Officer/Planning Director	General Manager
PO Box 176	777 E. William St., #110
Virginia City, NV 89440	Carson City, NV 89701
(775) 847-0963	(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada, with venue for any dispute being Carson City District Court. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

11. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
12. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
13. 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 engage in cooperative action set forth herein.
14. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

DATED: _____

STOREY COUNTY

Pat Whitten, County Manager

ATTEST:

Vanessa ~~DeFries~~ Clerk/Treasurer
Stephens

DATED: 2/21/18

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

**PROFESSIONAL SERVICES AGREEMENT
FOR
DAYTON VALLEY AREA DRAINAGE MASTER PLAN,
LYON COUNTY AND STOREY COUNTY, NEVADA**

This agreement (the "Agreement") is entered into between JE Fuller/ Hydrology and Geomorphology, Inc., an Arizona corporation ("JEF") and Carson Water Subconservancy District, a political subdivision of the State of Nevada ("OWNER") and shall be effective as of February 21, 2018.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. OWNER has authorized the services set forth on Exhibit A to be performed by JEF (the Work") and JEF has agreed to perform the Work set forth on Exhibit A, according to the terms and conditions set forth herein. JEF will not be required to perform any additional Work, not expressly set forth on Exhibit A, unless the parties agree in writing to the additional Work and the compensation to be paid for such additional Work.

2. JEF will invoice the OWNER for the Work and OWNER agrees to compensate JEF for performing the Work according to the terms and conditions set forth in this Section 2 and as set forth on Exhibit A. Payment for the Work performed by JEF and the expenses incurred by JEF shall be invoiced on at least a monthly basis. Payments are due and payable by the OWNER within thirty (30) days after the date of the invoice unless written notification is received by JEF from OWNER disputing the invoice amount within five (5) "work days" of the date on the invoice. Upon receipt of the dispute notification the parties agree to communicate in person, via telephone or electronic mail within five (5) work days of the receipt of the dispute notification for the purpose of resolving the dispute. If the dispute is resolved the amount agreed upon in writing shall continue to be due within thirty (30) days after the date of the invoice. If the dispute remains unresolved at the end of the thirty (30) day invoice period, then JEF may suspend the performance of any additional Work until resolution of the dispute or may terminate this Agreement pursuant to Section 9. Any payments that are not made within the thirty (30) day invoice period shall accrue interest at ten percent (10%) per annum from the date of the invoice until the date paid. For purposes of this Agreement a "work day" shall be Monday through Friday except legally recognized holidays.

3. JEF and OWNER hereby agree that JEF is an independent contractor and is not an employee of OWNER, and OWNER is not employee of JEF, for any purpose including, but not limited to, Federal and State income withholding, Social Security, Federal and State unemployment insurance and worker's compensation, and agrees further that the JEF will be responsible for the payment of all Federal and State income tax and Social Security obligations with respect to payments received from OWNER hereunder.

4. JEF is responsible for the securing of any licenses and/or permits required in connection with the performance of this contract, except as specifically excluded by the description of the Work in Exhibit A.

5. JEF shall perform the Work without undue delay and shall devote such time and effort to complete the Work in accordance with the terms of this Agreement. JEF agrees that the services to be performed by JEF pursuant hereto will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. JEF agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin and further agrees not to engage in unlawful employment practices.

7. 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.

Consistent with the above paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. JEF shall provide OWNER insurance as follows:

a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, JEF shall maintain commercial general liability as follows:

- i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
- ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.

iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

v. OWNER, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella.

vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to OWNER. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

viii. JEF waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against OWNER with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

i. JEF shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

iii. JEF waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by JEF pursuant to this Contract. (No need for 3 year)

c. Professional Liability Insurance

i. JEF shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

ii. Retroactive date: Prior to commencement of the performance of this Contract.

iii. JEF will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the OWNER. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, JEF shall purchase Extended Reporting Period coverage for claims arising out of JEF's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

9. Either party may terminate this Agreement at any time without cause upon delivery of written notice to that effect to the other, in which event this Agreement shall terminate twenty-four (24) hours after the receipt of such written notice by the other party; provided, however, that in the event of such termination, OWNER shall pay JEF for any amounts due, as described in Section 2, through the date of termination. Upon full payment by OWNER and receipt of all compensation and reimbursement of expenses by JEF, then JEF shall deliver to OWNER all sketches, drawings, tracings, computations, survey notes and any other documentation prepared or obtained by JEF in connection with this Agreement. Notwithstanding a termination of Agreement pursuant to this paragraph, except to the extent limited by a termination prior to completion of the Work, any applicable representations and certifications of JEF shall remain in full force and effect and the indemnifications of each party shall remain in full force and effect. Any obligation for JEF to further perform any Work shall terminate as of the date of the termination of this Agreement.

10. OWNER now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Owner Information"). OWNER will be disclosing Owner Information to JEF during JEF's performance of the Work. Owner Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Owner Information also includes like third-party information which is in OWNER'S possession under an obligation of confidential treatment.

a. JEF agrees that at all times during or subsequent to the performance of the Work, JEF will keep confidential and not divulge, communicate, or use Owner Information, except for JEF's own use during the period of time that JEF is performing the Work according to the terms of this Agreement, to the extent necessary to perform the Work. JEF further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Owner Information from OWNER'S principal place of business, without prior written approval of OWNER.

b. JEF's obligations with respect to any portion of the Owner

Information as set forth above shall not apply when JEF can document that (i) it was in the public domain at the time it was communicated to JEF by OWNER; (ii) it entered the public domain subsequent to the time it was communicated to JEF by OWNER through no fault of JEF; (iii) it was in JEF's possession free of any obligation of confidence at the time it was communicated to JEF by OWNER; or (iv) it was rightfully communicated to JEF free of any obligation of confidence subsequent to the time it was communicated to JEF by OWNER.

11. JEF and OWNER acknowledge that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by the parties hereto. This Agreement shall be governed by the laws of the State of Nevada. Duties and obligations under this agreement are not assignable.

12. In the event either OWNER or JEF shall be in default in connection with this Agreement, the non-defaulting party shall have the right to pursue any remedies available at law or in equity. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

13. All notices, requests, demands or other communications required or permitted to be given hereunder ("Notices") shall be delivered to the parties respectively at the address set forth below each party's signature on this Agreement. Either party hereto shall have the right to change the address as to which Notices are sent to it under this Agreement by providing to the other party written notice of the change of such address in the manner set forth above. All Notices shall be in writing and shall be either personally delivered, delivered via overnight courier, or deposited in the United States Mails, postage pre-paid to the appropriate address as set forth above. Any Notice that is personally delivered, or delivered via overnight courier, shall be deemed to be given immediately upon delivery. Any Notice that is mailed shall be deemed to be given three (3) days after the deposit of the same into the United States Mails.

14. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and JEF agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The OWNER and JEF further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER OR JEF. JEF's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against JEF because of this Agreement

or the performance or nonperformance of services hereunder. The OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

16. This Agreement may be executed in one or more parts, all of which taken together shall constitute one instrument. The parties agree that fax or pdf signatures shall be deemed original signatures for the purposes of this Agreement.

17. The terms of this Agreement constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement and the Exhibits hereto.

18. The parties agree to execute all documents that may be necessary to carry out the intent and purposes of this Agreement.

19. Any modification or amendment of this Agreement shall be in writing and shall be executed by all parties.

20. If any provision of this Agreement is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

21. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto.

22. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

23. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. All lawsuits under this Agreement, unless otherwise specified, shall be filed in Carson City County, Nevada.

24. This Agreement shall be subject to and governed by the laws of the State of Nevada, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

25. Whenever a word is used in this Agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective the day and year first above written.

OWNER: Carson Water
Subconservancy District:

JE Fuller/ Hydrology & Geomorphology,
Inc.:

Signature: Edwin James

Signature: Michael Kellogg

Name: Edwin James

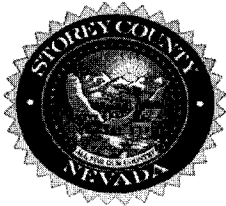
Name: Michael Kellogg

Title: General Manager

Title: Vice President

Address: 777 E William St, Suite 110A
Carson City NV 89701

Address: 8400 South Kyrene Road, STE 201
Tempe, AZ 85284



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 5-10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Public hearing on an Interfund Loan for the Storey County 5 Mile Water Line Project from the General Fund to the Water System Fund in the amount of \$2,126,000.

2. Recommended motion: NO MOTION NEEDED

3. Prepared by: Hugh Gallagher
Department: Comptroller

Telephone: 847-1006

4. Staff summary: Storey County secured United States Department of Agriculture (USDA) loan funds for \$2,126,000 to finance the construction of the Five Mile Waterline Replacement Project. Per the Letter of Conditions Item #17 dated December 22, 2016, Storey County is required to seek Interim Financing for construction activities.

We are seeking approval of this Interfund Loan from the General Fund to the Water Fund for financing the construction of this project, which is slated to begin June 2018. Utilizing the Interfund loan will allow us to save interest costs that we would have had using commercial interim financing. This loan must be repaid within one year after the date on which the loan is made, the loan may be prepaid in whole or in part at any time without penalty, and no interest will be charged on the loan. The permanent loan from the USDA will kick in upon completion of construction.

5. Supporting materials: Resolution 18-484
USDA Letter of Conditions

6. Fiscal impact:

Funds Available: YES

Fund: _____ Comptroller

7. Legal review required:

_____ District Attorney

8. Reviewed by:

Department Head
County Manager

Department Name: Commissioner's Office

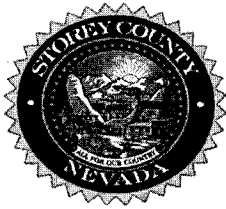
Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 12



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 10-15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Possible Action: Approval of United States Department of Agriculture (USDA) Rural Development Loan Resolution for the Financing of the Storey County 5 Mile Water Line Project.

2. **Recommended motion:** I Move to approve the United States Department of Agriculture (USDA) Rural Development Loan Resolution for the Financing for the Storey County 5 Mile Water Line Project.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** Storey County secured United States Department of Agriculture (USDA) loan funds for \$2,126,000 to finance the construction of the Five Mile Waterline Replacement Project. The USDA Letter of Intent to Meet Conditions outlines all of the conditions that must be met prior to USDA Rural Development authorizing the County to go out to bid and proceed with construction. It is anticipated that construction will not commence on this project until June 2018, however, staff is working to meet the conditions prior to that. One of the conditions is the RUS Bulletin 1780-27 "Loan Resolution" required by USDA Rural Development. This loan is scheduled for repayment over a period of 40 years. The interest rate for loan is 1.375%.

5. **Supporting materials:** RUS Bulletin 1780-27 Loan Resolution
USDA Letter of Conditions

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

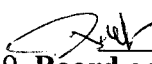
7. **Legal review required:**

____ 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

GRADUATION CERTIFICATION

Agency Loans are a temporary source of credit; and borrowers are to refinance their loans when other credit is available at reasonable rates and terms.

The Agency expects borrowers to comply with graduation requirements, evidenced by the legally binding graduation clauses in the promissory note, security instrument and the loan agreement.

Borrower accounts are periodically reviewed for graduation by the Agency.

The borrower will be required to provide financial information upon request.

In certain cases, prepayment restrictions or other limiting conditions will be considered in the graduation process.

Requests for an additional loan funds, subordination or consent to incur additional indebtedness will not normally be approved until an outstanding graduation request resolved.

I have read and understand the graduation requirements of our agreement with the Federal Government.

Mayor/Chairperson

Date

Attested to: _____
Clerk/Secretary

Date

Certification to be signed at loan closing to comply with RD Instruction 1951-F, 1951.260.

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE Board of County CommissionersOF THE Storey County

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Water Line from 5-mile reservoir to Virginia City

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Storey County

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Two Million One Hundred Twenty-Six Thousand & 00/100pursuant to the provisions of NRS 244 A; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 0.00

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the Board of County Commissioners of the

Storey County has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

Attest:

By

Marshall McBride

Title

Chairman

Title Vanessa Stephens, County Clerk

Dated, this _____ day of _____

Title



United States Department of Agriculture

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

December 22, 2016

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

SUBJECT: Recipient Name: Storey County
Project Name: Storey County 5 Mile Water Line Project
Type of Project: Water Application
CFDA NUMBER – 10.760 Water and Waste Disposal Systems for Rural
Communities
Loan: \$2,126,000

Dear Chairman McBride:

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

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

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

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

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

Rural Development • Nevada State Office
1390 South Curry Street • Carson City, NV 89703
Voice 775.887.1222 • Toll-Free Fax 855.816.1209

USDA is an equal opportunity provider, employer and lender.

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

The conditions are as follows:

SECTION I - PROJECT DETAIL

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

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

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

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

This funding is offered based on the amounts stated above.

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

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

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

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

SECTION II – LOAN TERMS

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

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

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

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

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

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

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

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

9. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

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

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

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

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

Biological Resources

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

Invasive Species of Weeds

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

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

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

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

Historic and Cultural Properties

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

Air Quality

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

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

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

14. Property Rights – Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisition of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, "Right-of-Way Easement"** – This form may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

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

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

15. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant's governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

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

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

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

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

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

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

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

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

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

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

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

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

- 21. Permits** – The owner or responsible party will be required to obtain all applicable permits for the project. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

- 22. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

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

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

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

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

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

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

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

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

SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING

30. **Multiple Advances** - Multiple advances of Agency funds will be used. Loan closing will occur prior to when the funds are needed, and all of the items detailed in the sections above, as well as the items listed in this section, must be completed prior to closing.

31. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or

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

32. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management.** You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator.** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

- 33. Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

- 34. Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

- 35. Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

36. Change Orders – Prior Agency concurrence is required for all Change Orders.

37. Payments – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

38. Use of Remaining Funds – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for eligible loan purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same.
- b. Loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

39. Technical, Managerial and Financial Capacity - It is required that members of the Board of County Commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.

40. Reporting Requirements Related to Expenditure of Funds

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

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

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

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

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

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

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

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

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

- 42. Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

- 43. Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

- 44. Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

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

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

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

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

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

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

45. Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

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

46. Vulnerability Assessment/Emergency Response Plan (VA/ERP) – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

47. Insurance. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

48. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

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

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

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

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

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

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

Sincerely,



Cheryl Couch
Community Programs Director

Attachments

cc: Sarah Adler, State Director Nevada USDA Rural Development	via email only sarah.adler@nv.usda.gov
Pat Whitten, County Manager Storey County	via email only at pwhitten@storeycounty.org
Hugh Gallagher, Comptroller Storey County	via email only at hgallagher@storeycounty.org
Cherie Nevin, Storey County	via email only at cnevin@storeycounty.org
David A. Pringle, Auditor	via email only at dpacpaltd@gmail.com
Keith Loomis Deputy District Attorney, Storey County	via email only at kloomis@storeycounty.org
Kendra Follett, Bond Counsel Sherman & Howard, LLC	via email only kfollett@shermanhoward.com
Lucas Tipton, P.E. Farr West Engineering	via email only Lucas@FarrWestEngineering.com

FORMS and BULLETINS:

Form RD 440-24, "Position Fidelity Schedule Bond"
Form RD 442-2, "Statement of Budget, Income and Equity" – not attached
Form RD 442-3, "Balance Sheet" – not attached
Form RD 442-7, "Operating Budget" – not attached
Form RD 442-20, "Right-of-Way Easement"
Form RD 442-21, "Right-of-Way Certificate"
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"
Form RD 1927-9, "Preliminary Title Opinion"
Form RD 1927-10, "Final Title Opinion"
Form RD 1940-1, "Request for Obligation of Funds"
Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – not attached
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form"
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects
with RUS Financial Assistance"
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)"
NV 1780 Guide 8 – User Documentation
NV 1780 Guide 12 – Vulnerability Assessment
NV 180 Guide 24 – Graduation Certification
NV 1780 Guide 31 – Conflict of Interest Policy

Appendix A
2 CFR Part 25

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

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

B. Requirement for unique entity identifier

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

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

C. Definitions

For purposes of this appendix:

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

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

Appendix B
2 CFR Part 170

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this appendix to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action listed in the submission instructions posted at <http://www.fsrs.gov>.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

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

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this appendix, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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

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

e. Definitions. For purposes of this appendix:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.

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

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

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

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

LETTER OF INTENT TO MEET CONDITIONS

Date 12-22-2016

TO: United States Department of Agriculture

USDA Rural Development

(Name of USDA Agency)

1390 South Curry St.
Carson City, NV 89703

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 12-22-2016. It is our intent to meet all of them not later than 06-22-2017.

Storey County

(Name of Association)

BY

Marshall McBride

Marshall McBride, Chairman

(Title)

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 5-10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of Resolution #18-484 authorizing an Interfund Loan to the Storey County Water Fund from the Storey County General Fund for the Five Mile Waterline Replacement Project.

2. **Recommended motion:** I move to approve Resolution #18-484 authorizing an Interfund Loan to the Storey County Water Fund from the Storey County General Fund for the Five Mile Waterline Replacement Project.

3. **Prepared by:** Hugh Gallagher
Department: Comptroller

Telephone: 847-1006

4. **Staff summary:** Storey County secured United States Department of Agriculture (USDA) loan funds for \$2,126,000 to finance the construction of the Five Mile Waterline Replacement Project. Per the Letter of Conditions Item #17 dated December 22, 2016, Storey County is required to seek Interim Financing for construction activities.

We are seeking approval of this Interfund Loan from the General Fund to the Water Fund for financing the construction of this project, which is slated to begin June 2018. Utilizing the interfund loan will allow us to save interest costs that we would have had using commercial interim financing. The loan is required to be paid back in less than a year from the first draw. The permanent loan from the USDA will kick in upon completion of construction.

5. **Supporting materials:** Resolution 18-484
USDA Letter of Conditions

6. **Fiscal impact:**

Funds Available: YES

Fund: _____

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

Department Head
County Manager

Department Name: Commissioner's Office

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. _____

14

Summary - a resolution authorizing an interfund loan to the Water System Fund from the General Fund and setting forth the intent of the County to reimburse out of bond proceeds the cost of certain projects.

RESOLUTION 18-484

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR THE STOREY COUNTY 5 MILE WATER LINE PROJECT FROM THE GENERAL FUND TO THE WATER SYSTEM FUND; SETTING FORTH THE INTENT OF THE COUNTY TO REIMBURSE OUT OF BOND PROCEEDS THE COST OF CERTAIN PROJECTS AS REQUIRED UNDER THE INTERNAL REVENUE CODE REGULATIONS SECTION 1.150-2; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Storey County, Nevada (the "County" and the "State," respectively), is a political subdivision of the State, a body corporate and organized and operating as a County under the statutes of the State; and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") Sections 244A.011 through 244A.065, inclusive (the "Project Act") and NRS Sections 350.350 through 350.490, NRS (the "Water and Sewer Act"), cited in NRS Section 350.350 as the Water and Sewer Revenue Bond Law, the Board of County Commissioners of the County (the "Board") is authorized and empowered to acquire, improve, equip, operate and maintain, within the County, a water project as defined in NRS 244A.056, including the Storey County 5 Mile water line project (the "Project") and to issue the Storey County, Nevada, Water Revenue Bonds in one or more series in the combined maximum principal amount of \$2,126,000 (the "Bonds") to finance the Project; and

WHEREAS, the Board expects to incur certain expenditures relating to the Project prior to obtaining permanent financing, and the Board intends to reimburse itself for such prior expenditures with proceeds of the Bonds issued in one or more series in the combined maximum principal amount of \$2,126,000; and

WHEREAS, the County has on this date held a public hearing on a loan of \$2,126,000 from the General Fund to the Water System Fund (the "Loan") for the purpose of funding the Project prior to obtaining permanent financing; and

WHEREAS, the Board shall adopt its "official intent" declaration in accordance with Treasury Regulation Section 1.150-2 in order for the County to reimburse expenditures incurred by the County with respect to the Project in anticipation of the issuance of the Bonds, the interest on which is exempt from gross income for purposes of federal income taxation, for purposes of Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended, and it is intended that this resolution shall constitute the Board's "official intent" declaration as required by Treasury Regulation Section 1.150-2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF STOREY, NEVADA:

Section 1. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the Bonds and the Project, be and the same hereby are, ratified, approved and confirmed.

Section 2. A temporary interfund loan in the amount of \$2,126,000 from the General Fund to the Water System Fund is hereby authorized for the purpose of funding the Project.

Section 3. The Board hereby finds and determines at the public hearing that:

(a). A sufficient amount of money is available in the General Fund to provide the Loan of up to \$2,126,000 to the Water System Fund to finance the Project prior to obtaining permanent financing;

(b). The money in the General Fund may be used for capital projects and is not otherwise restricted as to its use, and will not compromise the economic viability of the General Fund; and

(c). The Loan may be provided by the General Fund without having an adverse impact on the financial condition of the fund or any approved capital allocations.

Section 4. The Board hereby establishes at the public hearing that:

(a). The Loan must be repaid within one year after the date on which the Loan is made;

(b). The Loan may be prepaid in whole or in part at any time without penalty;

(c). No interest will be charged on the Loan; and

(d) The Loan is to be repaid from legally available funds of the County that are deposited into the Water System Fund and from proceeds of bonds, notes or other securities by the County over the term of the Loan.

Section 5. The Loan shall be made at such time as determined by the County's Comptroller at the time funds are needed to fund the Project.

Section 6. The term of the Loan will commence on the date of the first draw on the Loan.

Section 7. The County hereby declares its intent to reimburse the costs of the Project out of the Bonds. This is a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Section 8. The Board hereby determines and declares that:

(a) The County intends to incur expenditures with respect to the Project prior to the issuance of the Bonds and to reimburse those expenditures from the issuance of the Bonds;

(b) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the County's budgetary and financial circumstances as of the date of this Resolution. The County does not currently have moneys which are, nor does the County reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the County's budget to pay the expenditures which the County intends to reimburse; and

(c) The maximum principal amount of the Bonds expected to be issued for the Project is \$2,126,000.

Section 9. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 10. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 11. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND ADOPTED this March 20, 2018.

(SEAL)

Attest:

Chairman

Clerk

STATE OF NEVADA)
) SS.
STOREY COUNTY)

I am the duly chosen and qualified County Clerk of Storey County (herein "County"), Nevada, and in the performance of my duties as Clerk do hereby certify:

A. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of County Commissioners (the "Board") on March 20, 2018. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as Clerk, and sealed with the seal of the County, and has been recorded in the records of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

B. All members of the Board were given due and proper notice of such meeting and voted on such resolution as follows:

Those Voting Aye:

Those Voting Nay:

Those Absent:

Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS Section 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution are attached as Exhibit A, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at the principal office of the Board, or if there is no principal place, at the building in which the meeting is to be held, on the County's website, on the official website of the State of Nevada pursuant to NRS 232.2175 and at least three (3) other separate, prominent places within the jurisdiction of the Board, to wit:

- (i) Virginia City Post Office
- (ii) Storey County Courthouse
- (iii) Virginia City Fire Station
- (iv) Virginia City Highlands Fire Station
- (v) Lockwood Fire Station

C. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this March 20, 2018.

County Clerk

EXHIBIT A

(Attach Copy of Notice of March 20, 2018 Meeting)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 03/20/18

Estimate of time required: 30 min.

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

1. **Title:** Discussion/No Possible Action. Workshop to review and discuss different performance evaluation criteria and methods that may be used for evaluating the annual performance of a County Manager.

2. **Recommended motion:** Workshop only, no action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** The workshop will allow the board and staff to discuss different performance evaluation criteria and methods that may be used in developing an annual performance evaluation procedure for the Storey County Manager position.

5. **Supporting materials:** Talking guide for developing performance evaluation; International City/County Manager Association (ICMA) Code of Ethics

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

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

Enclosure A: Talking Guide for Developing Performance Evaluation

Bold items are derived from the County Manager job description. Sub-points are draft concepts to discuss in developing potential evaluation criteria.

1. Executive leadership

- a. Motivator
- b. Delegate authority
- c. Effective management team
- d. Communication
- e. Strategic leadership: goals, objectives, policies
- f. Relationship with the board
- g. Relationship with staff, departments, elected offices
- h. Relationship with residents, businesses, and public
- i. Ownership of error
- j. Inter-governmental relations (local, state, federal)
- k. Follows ICMA Code of Ethics

2. Managerial and organizational effectiveness

- a. Carry out board directives
- b. Communicates with board appropriately
- c. Efficiency and effectiveness
- d. Detail and error avoidance
- e. Carry out policies
- f. Resolves problems
- g. Deliver product

3. Financial planning

- a. Best financial management practices
- b. Meets board policies, guidelines, and directives
- c. Cost control
- d. Efficient use of labor and resources
- e. Appropriate allocations and expenditures
- f. Financial knowledge
- g. Anticipates and plans for future financial needs
- h. Utilizes federal and state grant and funding opportunities

4. Human resource development

- a. Fosters a team
- b. Team common objectives
- c. Professional and effective with departments/elected offices
- d. Team's positive impact on citizens and businesses
- e. Carries out personnel policies
- f. Addresses disciplinary problems, takes appropriate action

- g. Monitors performance, initiates corrective action'
- h. Evaluates and coaches consistently and fairly

5. Public service and communication

- a. Positive impression by citizens
- b. Visible and accessible
- c. Outgoing to meet with citizens
- d. Communicates with citizens
- e. Citizen/customer oriented
- f. Responds timely to citizen complaints

6. Economic development in the county

- a. Builds private-public partnerships
- b. Intergovernmental cooperation
- c. Responds quickly to stakeholder needs
- d. Adapts to changing economic environment
- e. Knows county assets, strengths, weaknesses, and opportunities
- f. Builds positive image of county based on fact
- g. Demonstrates consistency and integrity

7. Emergency management

- a. Crisis manager and leader
- b. Intergovernmental cooperation
- c. Maintains conformance with requirements

8. Self-Evaluation

- a. County Manager's self-evaluation of the foregoing
- b. Board views comments before evaluating
- c. Comparison

9. Growth

- a. Use evaluation criteria to build performance goals for following year.
- b. Evaluate goal achievement in the following year

Reference: Job Description Essential Functions Summarized

Assist BOCC	Develop goals, objectives	Advises policies
Fosters team management	Evaluates staff	Contract administrator
Oversees budget	Administers budget	Preps BOCC meetings
Media PIO	Legislature representative	Lobbyist
Investigates	Resolves complaints	Economic development
Responds to emergencies		

Reference: International City/County Manager Association (ICMA)

ICMA Code of Ethics

Tenet 1 – Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2 – Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3 – Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

Tenet 4 – Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5 – Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6 – Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7 – Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

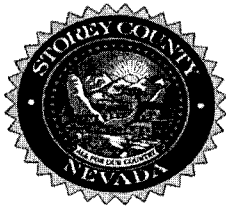
Tenet 8 – Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9 – Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10 – Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11 – Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12 – Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action on administrative policies that give the county manager either significant job duties or the responsibility for making sure the policies are approved by the board and are followed by staff.

2. **Recommended motion:** I move to approve the adoption of the following policies (call out specific policy numbers), alternatively, I move to continue the following policies (call out specific policy numbers)

3. **Prepared by:** Prepared for Marshall McBride, Chair, by Robert Morris, outside counsel.

Department: County Commissioners

Tel: 847-0968

4. **Staff summary:** On November 7, 2017 the Board considered the county manager job description in conjunction with several administrative policies that set out county manager job duties and responsibilities. The discussion included how the county manager's job description did not include specific duties that are included in county administrative policies. The Board approved the county manager's job description on February 20, 2018 and has had an opportunity to discuss the attached policies in a workshop, which contain specific county manager job duties and responsibilities as well creating new policies with specific duties for the county manager and other staff. The Board will not consider the current county manager's job performance in connection with this agenda item.
(Continued on next page)

5. **Supporting materials:** Administrative policies that include some of the county manager job duties and responsibilities. Policy No. 001, 002, 008, 042, 00X, and 0XX.

6. **Fiscal impact:** The payments under the policy on separation agreements will increase the amount the county spends on employees. The payments under the voluntary retirement program should be covered by salary savings within three years.

7. **Legal review required:** No _____ District Attorney

8. **Reviewed by:**

 Department Head
County Manager

Department Name: Commissioner's Office

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 16

4. Staff summary continued:

The included policies are:

Revised Policy No. 001 Function of the policy and procedure manual. Clean copy and one showing changes. The changes to this policy are to make it more readable and understandable.

Revised Policy No. 002 Creating, reviewing, and modifying policies. Clean copy and one showing changes. The changes to this policy are to make it more readable and understandable.

Revised Policy No. 008 Agenda requests for the Board of County Commissioner's meetings. Clean copy. This policy has been changed to include the suggestions by the county manager and the clerk, and is ready for approval by the Board.

Revised Policy No. 042 Contracts and agreements. Clean copy and one showing changes. This policy includes changes discussed at the most recent workshop including the review and approval of contracts by the Board, the duties of the county manager, comptroller, district attorney, and the director of human resources.

Proposed Policy No. 0XX Voluntary retirement program. This is a new policy that allows certain employees to retire early with the County making a payment to the employee's PERS or deferred compensation account. While there have been some Board approved payments there is no written policy. This proposed policy requires the Board to approve use of this program. The cost would be recovered with salary savings of the new replacement employee.

Proposed Policy No. 00X Separation agreement. This is a new policy that would pay employees separating from the County for their exceptional service. The proposed policy requires the Board to approve use of this program.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 001
EFFECTIVE DATE: 9/18/07
REVISED: 03/20/18
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: Function of the policy and procedure manual.

- I. PURPOSE:** This procedure To describes the purpose and format of the Storey County Administrative Policies and Procedures Manual (the manual).

Definitions:

A. Policy: A definite course or method of action selected by the board to guide or direct the county government in present and future decisions. A basic rule established to govern functions so that they are performed in line with desired objectives. A general guideline that regulates organization actions.

B. Procedure: The act, method, or manner of proceeding in ~~some~~ a particular process, ~~or~~ course of action, ~~the~~ or sequence of steps to be followed for doing or accomplishing something.

- II. POLICY:** The Storey County Policies and Procedures manual is designed to be a comprehensive manual document incorporating all policies, procedures, ~~commission~~ board regulations and directives that affect and guide the actions of all county departments and employees. They are intended to respect department specific approved policies and ~~adhere~~ be consistent with the provisions of ~~to~~ collective bargaining agreements. ~~contracts.~~ The county manager's office is responsible for providing a digital version of the current version of the manual to be available on the county's web site.

III. PROCEDURE:

A. Function:

1. The Administrative Policies and Procedures manual will be a resource for containing all countywide procedures, policies and directives.

B. Reasons for establishing and maintaining a policies and procedure manual.

To give the board an opportunity to:

1. Communicate their ideas clearly by reviewing and adopting policies.
2. Give direction by including appropriate procedures.
3. Insure uniformity of action by use of the policies within the county.

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. ~~These Policies or procedures, which cross department lines and require action, compliance or give direction to more than one department.~~

2. Policies and procedures adopted by the board to guide the actions of all county departments.

3. ~~These Policies or procedures that provide information of value to all county departments.~~

D. The policies and procedures will be reviewed and signed by the county manager or the person designated in the policy and approved by the board before being placed in the manual. ~~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: 001
EFFECTIVE DATE: 9/18/07
REVISED: 03/20/18
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: Function of the policy and procedure manual.

- I. PURPOSE:** To describe the purpose and format of the Storey County Administrative Policies and Procedures Manual (the manual).

Definitions:

A. Policy: A definite course or method of action selected by the board to guide or direct the county government in present and future decisions.

B. Procedure: The act, method, or manner of proceeding in a particular process, course of action, or sequence of steps to be followed for doing or accomplishing something.

- II. POLICY:** The manual is designed to be a comprehensive document incorporating all policies, procedures, board regulations and directives that affect and guide the actions of all county departments and employees. They are intended to respect department specific approved policies and be consistent with the provisions of to collective bargaining agreements. The county manager's office is responsible for providing a digital version of the current version of the manual to be available on the county's web site.

III. PROCEDURE:

A. Function:

1. The manual will be a resource containing all countywide procedures, policies and directives.

B. Reasons for establishing and maintaining a policies and procedure manual.

To give the board an opportunity to:

1. Communicate their ideas clearly by reviewing and adopting policies.
2. Give direction by including appropriate procedures.
3. Insure uniformity of action by use of the policies within the county.

C. Content:

The following types of policies and procedures will be included in the manual.

1. Policies or procedures, which cross department lines and require action, compliance or give direction to more than one department.

2. Policies and procedures adopted by the board to guide the actions of all county departments.

3. Policies or procedures that provide information of value to all county departments.

D. The policies and procedures will be reviewed and signed by the county manager or the person designated in the policy and approved by the board before being placed in the manual.

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: 3/20/18
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: Creating, reviewing, and modifying policies.

- I. **PURPOSE:** To establish guidelines for *the board, county manager, and* departments to use for proposing, reviewing, modifying or deleting policies or procedures from the Storey County Administrative Policies and Procedures Manual (*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:~~ *A department head, elected official, county manager, or the board may propose a new policy, the revision of an existing policy, or the deletion of an existing policy as follows:*

1. *Procedure for proposing a* ~~Propose~~ policy draft or revision.

- Type in policy format.
- *Proposed amendments to existing policies and procedures or the addition of new policies and procedures must be shown in the following format: Policy language to be deleted must be shown with a red strikethrough line through each word and character to be deleted; and policy language to be added must be shown in blue 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 *with justification for the change requested.*

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.~~

B. 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 and be approved as part of the policy.
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 must be reviewed by the designated authority or person at least once every five years or as needed and a report given to the board containing the results of each policy review.

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: 002
EFFECTIVE DATE: 9/18/07
REVISED: 3/20/18
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: Creating, reviewing, and modifying policies.

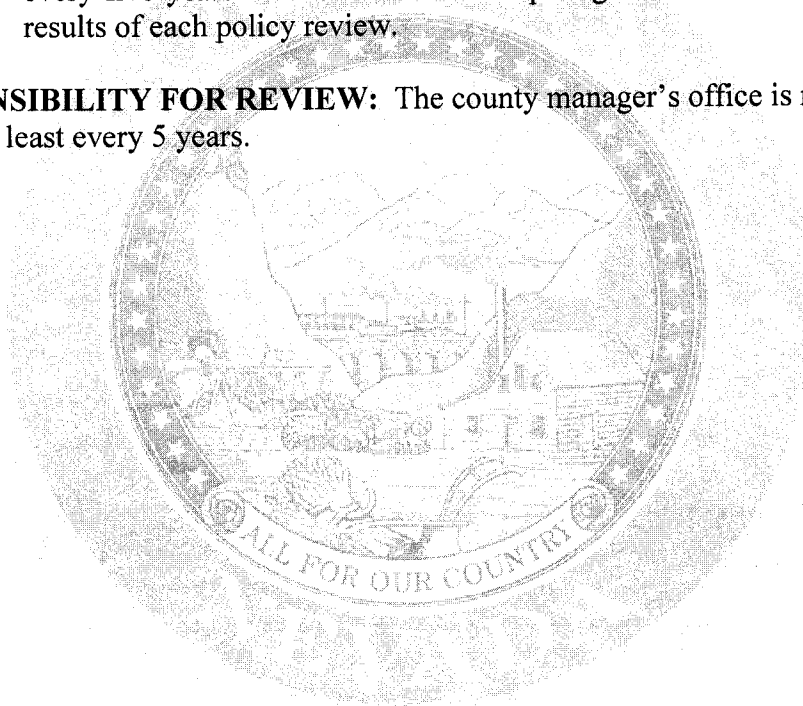
- I. PURPOSE:** To establish guidelines for the board, county manager, and departments to use for proposing, reviewing, modifying or deleting policies or procedures from the Storey County Administrative Policies and Procedures Manual (manual).
- II. POLICY:** County policies and procedures are the primary 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 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. A department head, elected official, county manager, or the board may propose a new policy, the revision of an existing policy, or the deletion of an existing policy as follows:
1. Procedure for proposing a policy draft or revision.
 - Type in policy format.
 - Proposed amendments to existing policies and procedures or the addition of new policies and procedures must be shown in the following format: Policy language to be deleted must be shown with a red strikethrough line through each word and character to be deleted; and policy language to be added must be shown in blue 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 with justification for the change requested.
 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 department heads for review and comment.
 - Revise as appropriate.

- Review final draft.
- Prepare a board agenda request form, schedule on board agenda and obtain approval for policy from the board of county commissioners.
- Provide documentation of board approval and copy of policy on a computer disk to all departments.

B. 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 and be approved as part of the policy.
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 must be reviewed by the designated authority or person at least once every five years or as needed and a report given to the board containing the results of each policy review.

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: 008
EFFECTIVE DATE: 10-6-2009
REVISED: 3-20-2018
AUTHORITY: BOC
COUNTY MANAGER _____

SUBJECT: Agenda requests for Board of County Commissioners' meetings.

- I. **PURPOSE:** To outline procedures and policies regarding request for placement of items on the Board of County Commissioners' agenda.
- II. **PROCEDURE OR POLICY:**
 - A. The county manager is responsible for the agenda of the board meetings and the approval of agenda items to be placed on the agenda.
 - B. All requests for agenda items must be made in writing on approved agenda action report forms and must be submitted to the clerk's office for placement on the agenda. The request must include all supporting documentation and must be submitted by noon on Monday of the week preceding the board's meeting. On receipt, the clerk will send the item to the county manager. The county manager will review the item and either approve the item for a subsequent meeting agenda or disapprove the item and respond to the requester in writing with the reasons why it is being denied. If the county manager, or his designee, is unavailable or there is a conflict, the chair of the board may approve items for the agenda.
 - C. Any member of the public, the board, or county staff may request an agenda item. All agenda item requests by county staff must be approved by the employee's immediate supervisor or department head and the county manager.
 - D. All ordinances and resolutions must be reviewed, approved, and signed off on by the district attorney's office before placement on the agenda. Once the county manager approves the ordinance or resolution for placement on the next meeting's agenda, the clerk's office will issue a number. The person requesting a resolution must provide the clerk with a clean copy ready for signature for the agenda packet. A resolution may be approved by the board after a public hearing. The person requesting the ordinance must provide the clerk with a redline version for the first reading showing changes by using red strikethrough for deleted text and underlined blue italics for new text. If changes are made to the ordinance between the first and second reading a redline version showing the changes must be submitted for the agenda packet for the public hearing. The person is also responsible for providing a clean copy of the ordinance ready for signature for the agenda packet before the public hearing. An ordinance may be approved by the board after a first reading and public hearing (second reading) in conformance with NRS 244.
 - E. Items, including those involving personnel matters, may be subject to closed meeting provisions of Nevada Revised Statutes and the Open Meeting Law.
 - F. Matters raised during public comment that are not on the agenda may not be acted on by the board until the matter is placed on subsequent agenda as an action item.

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

Storey County Board of County Commissioners
Agenda Staff Report

Meeting date: _____

Time requested: 5 min.

Agenda: Consent ☐ Administrative ☐ Public hearing required ☐

1. **Title:** Discussion and possible action to approve ...

2. **Recommended motion:** I move to approve ...

3. **Prepared by:** (name)

Department:

Tel:

4. **Staff summary:**

5. **Fiscal impact:**

Funds Available:

Fund:

6. **Supporting materials:** (item and list of supporting materials)

7. **Reviewed by:**

____ Department Head
____ Comptroller
____ County Manager
____ District Attorney

Department Name: _____

Other agency review: _____

8. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 042
EFFECTIVE DATE: 7-3-2012
REVISED: 3-20-2018
AUTHORITY: BOC
COMPTROLLER: _____

((DRAFT: Blue, Austin; green, Bob Morris))

SUBJECT: CONTRACTS and AGREEMENTS

- I. PURPOSE:** To outline procedures and policies regarding Storey County contracts and agreements.
- II. PROCEDURE OR POLICY:**
- A. Only the board is authorized to approve contracts and agreements, except as otherwise provided in this policy.
- B. All agreements and contracts entered into by the board, or its designee, on behalf of the county must be filed in the county clerk's office.
- C. All contracts must be reviewed by the district attorney, the county manager and the comptroller before consideration by the board. Contracts involving personnel, temporary and permanent staffing, labor relations and bargaining agreements, staffing budgets, and matters impacting the county position classification plan must also be reviewed by the administrative officer and/or personnel director.
- D. Contracts with appropriations approved by the board during the budget process still require review by the district attorney, the comptroller, and the county manager but do not require further approval by the board. The county manger may sign contracts that are consistent with budget approval by the board.
- E. Contracts for emergencies that do not have a chance to be approved by the board during the regular course of business may be approved and signed by the county manager after review by the district attorney and comptroller. A contract approved using this procedure must be put on the board's next agenda for review.
- F. Once After contracts are approved by the board, the board chair, or if designated by the board, the county manager or another designee will sign the agreement or contract. The county manager is authorized to approve and sign, on behalf of the Board, agreements and contracts that have not been approved by the board and are valued less than \$5,000 and sign change orders on construction projects if the change order is no greater than 10% of the total amount bid on the for the project. Nothing in this policy prohibits the county manager from having the board review, vote on, and sign contracts and change orders, including those routine matters in which the manager is normally authorized to engage the county. Additionally, this policy does not prohibit the board from requesting certain agreements, contracts, and change orders be approved by a vote of the board or reviewed if already signed by the county manager. The county clerk will retain the original agreement-or contract. The document will not be

removed from the clerk's office once all parties have signed it.

G. The originating department must obtain the signatures of the second parties prior to presenting the agreement or contract to the board. If they are unable to obtain the necessary signatures of the second parties, the county clerk will retain a copy the document and notify the originating department that they will need to obtain the signatures and return an original to the county clerk.

H. The county clerk will make a certified copy of the contract or agreement and deliver it to the county recorder for recording.

I. The clerk's office will notify the originating department once the documents have been signed. This will keep the department informed and allow them to schedule the commencement of the project.

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

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 042
EFFECTIVE DATE: 7-3-2012
REVISED: 3-20-2018
AUTHORITY: BOC
COMPTROLLER: _____

SUBJECT: CONTRACTS and AGREEMENTS

I. PURPOSE: To outline procedures and policies regarding Storey County contracts and agreements.

II. PROCEDURE OR POLICY:

A. Only the board is authorized to approve contracts and agreements, except as otherwise provided in this policy.

B. All agreements and contracts entered into by the board, or its designee, on behalf of the county must be filed in the county clerk's office.

C. All contracts must be reviewed by the district attorney, the county manager and the comptroller before consideration by the board. Contracts involving personnel, temporary and permanent staffing, labor relations and bargaining agreements, staffing budgets, and matters impacting the county position classification plan must also be reviewed by the administrative officer and/or personnel director.

D. Contracts with appropriations approved by the board during the budget process still require review by the district attorney, the comptroller, and the county manager but do not require further approval by the board. The county manger may sign contracts that are consistent with budget approval by the board.

E. Contracts for emergencies that do not have a chance to be approved by the board during the regular course of business may be approved and signed by the county manager after review by the district attorney and comptroller. A contract approved using this procedure must be put on the board's next agenda for review.

F. After contracts are approved by the board, the board chair, or if designated by the board, the county manager or another designee will sign the agreement or contract. The county manager is authorized to approve and sign, on behalf of the Board, agreements and contracts that have not been approved by the board and are valued less than \$5,000 and sign change orders on construction projects if the change order is no greater than 10% of the total amount bid on the for the project. Nothing in this policy prohibits the county manager from having the board review, vote on, and sign contracts and change orders, including those routine matters in which the manager is normally authorized to engage the county. Additionally, this policy does not prohibit the board from requesting certain agreements, contracts, and change orders be approved by a vote of the board or reviewed if already signed by the county manager. The county clerk will retain the original agreement-or contract. The document will not be removed from the clerk's office once

all parties have signed it.

G. The originating department must obtain the signatures of the second parties prior to presenting the agreement or contract to the board. If they are unable to obtain the necessary signatures of the second parties, the county clerk will retain a copy the document and notify the originating department that they will need to obtain the signatures and return an original to the county clerk.

H. The county clerk will make a certified copy of the contract or agreement and deliver it to the county recorder for recording.

I. The clerk's office will notify the originating department once the documents have been signed. This will keep the department informed and allow them to schedule the commencement of the project.

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

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 0XI
EFFECTIVE DATE: 3-20-2018
REVISED:
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: VOLUNTARY RETIREMENT PROGRAM

- I. PURPOSE:** The voluntary retirement program is designed to encourage eligible employees to voluntarily agree to leave county employment as a budget reduction measure.
- II. PROCEDURE OR POLICY:**
- A. Only the board of county commissioners and board of county fire commissioners or their designees are authorized to approve an agreement for voluntary retirement.
 - B. Participation in the program is voluntary. The employee, department head or the county manager may initiate the process of selecting participants for consideration in the program.
 - C. The board will consider budget savings caused by the early retirement, and the board will receive a budget savings analysis showing budget savings caused by the early retirement and filling the vacated position, from the department head or the county manager's office.
 - D. Upon final approval of the board, eligible employees may receive up to 2 years of time in the Nevada Public Employee Retirement System (PERS) purchased on their behalf by the county.
 - E. The purchase of service payment will not be included as compensation for the purpose of PERS.
 - F. ~~The board will consider budget savings caused by the early retirement, and the board may request from the department head or the county manager's office a budget savings analysis showing budget savings caused by the early retirement, inclusive of filling the vacated position.~~
 - G. The board, in its sole discretion, may modify or cancel this program at any time and it may deny any request for early retirement buy-out. Participation by the county and the board's decision on any particular request is also dependent on the county's fiscal ability to fund any proposed purchase of service.
- III. PROGRAM CONDITIONS:**
- A. An employee's participation in the program requires that the person filling the vacated position start at a lower step or salary than that of the employee participating in the program so that there will be substantial budgetary savings
 - B. The amount of purchase of service is conditioned on the ability of the department to recover the purchase of service expense within three years and the department being able to show an on-going personnel cost reduction to cover the expense.
 - C. The maximum purchase of service payment is \$30,000.

IV. ELIGIBLE PARTICIPANTS:

- A. Full-time regular employees who have 10 or more years of continuous service with the county, are vested in the PERS system, and are eligible to participate in the PERS program.
- B. The county manager may determine certain positions may be critical and may present the board with this as a factor to be considered by the board whether or not the employee is eligible to participate in the program.
- C. Elected officials, regular part-time and less-than part-time employees; contract employees, and employees hired with or paid by a grant are not eligible for the program. Note: how to handle grant employees.

V. PROCEDURE FOR PROCESSING REQUESTS:

- A. An eligible employee may request to participate in the Voluntary Retirement Program by submitting a completed employee request form to the administrative officer and/or personnel director (*director*) and by providing a copy to his or her department head.
- B. Upon receipt of the voluntary retirement request form, the department head will determine if the employee is eligible and whether the department will realize permanent cost savings. The department head will prepare and submit to the director a written budget reduction plan including any reorganization, proposed changes in pay grades, job descriptions, and authorized positions.
- C. Any request approved by the department head and the director must be given to the county manager for review. If the county manager determines the employee is eligible and approves the request, the employee will sign an agreement, waiver and release form. The county manager will forward the completed packet to the board for review and consideration.
- D. The board has the final review and may approve or deny the request for purchase of service and the budget reduction plan. Changes in pay grades or authorized positions must be approved by the board and reflected in the department's budget.
- E. The employee may withdraw his or her request up until the decision by the board. If the request is denied during the approval process or the employee is determined not to be eligible the employee must be notified of that determination in writing by the director.

VI. CALCULATION FOR PURCHASE OF SERVICE:

- A. The amount of the purchase of service given the employee is based on the cost of PERS credit as of the effective date of the employee's termination of employment from the county.
- B. The calculation of the PERS amount will be based on standard PERS requirements.
- C. The payment to PERS will be made before the termination date

VII. RESPONSIBILITIES:

- A. The director is designated by the county manager to administer the program.
- B. The department head will review the employee's requests before they are submitted to the human resources office.
- C. The director will accept and process requests, determine eligibility, and consult with PERS to calculate years of service.
- D. The employee is responsible for signing all necessary paperwork and, if approved for the program, separating from the county.
- E. The human resources office will work with the affected department to make sure that any change in pay grades, reassignment of duties, updated job descriptions and authorized positions are completed in accordance with the county administrative policies and any bargaining agreement.

VIII. FORMS:

- A. Employee request form.
- B. Waiver and release form.

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

Request Form

Name of employee: _____

Position: _____

Department: _____

Years of full-time continuous service: _____ (to be verified)

Date of requested separation: _____

I am requesting participation in Storey County's voluntary retirement program by the purchase by the County of up to 2 years of service in the Nevada PERS system not to exceed \$30,000. I am requesting the purchase of _____ years.

Attach the department head written budget reduction plan including any reorganization, proposed changes in pay grades, job descriptions, and authorized positions.

This request is estimated to cost \$ _____ (to be verified)

Employee's signature: _____ Date: _____

Department head signature: _____ Date: _____

County manager signature: _____ Date: _____

**Storey County voluntary retirement program agreement
and
Waiver and release agreement.**

Storey County and _____ (employee)

Agree as follows:

1. Employee has requested participation in the voluntary retirement program. Employer (specific department head and county manager) has approved the request and will forward this agreement to the Board of County Commissioners (Board) for final approval. This agreement is effective on the Board's approval and no payment will be made to PERS until after the effective date.

2. Employee has reviewed, understands and agrees to all the terms and conditions of the program. A copy of the voluntary retirement program policy is attached and incorporated into this agreement.

3. Employee acknowledges that he or she has been given adequate time to review the program before signing this agreement.

4. Employee has up until the Board approves this agreement to rescind his or her acceptance.

5. Employee waives, releases, and agrees never to assert claims against employer and the termination of employment under this program. These claims include but are not limited to, claims arising under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 and 1991 and the law of contract and tort. This waiver extends to all claims presently known or unknown.

Employee's signature: _____ Date: _____

Approved by:

Department head signature: _____ Date: _____

County manager: _____ Date: _____

Board Chair: _____ Date: _____

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 0XI
EFFECTIVE DATE: 3-20-2018
REVISED:
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: VOLUNTARY RETIREMENT PROGRAM

- I. PURPOSE:** The voluntary retirement program is designed to encourage eligible employees to voluntarily agree to leave county employment as a budget reduction measure.
- II. PROCEDURE OR POLICY:**
- A. Only the board of county commissioners and board of county fire commissioners or their designees are authorized to approve an agreement for voluntary retirement.
 - B. Participation in the program is voluntary. The employee, department head or the county manager may initiate the process of selecting participants for consideration in the program.
 - C. The board will consider budget savings caused by the early retirement, and the board will receive a budget savings analysis showing budget savings caused by the early retirement and filling the vacated position, from the department head or the county manager's office.
 - D. Upon final approval of the board, eligible employees may receive up to 2 years of time in the Nevada Public Employee Retirement System (PERS) purchased on their behalf by the county.
 - E. The purchase of service payment will not be included as compensation for the purpose of PERS.
 - F. The board, in its sole discretion, may modify or cancel this program at any time and it may deny any request for early retirement buy-out. Participation by the county and the board's decision on any particular request is also dependent on the county's fiscal ability to fund any proposed purchase of service.
- III. PROGRAM CONDITIONS:**
- A. An employee's participation in the program requires that the person filling the vacated position start at a lower step or salary than that of the employee participating in the program so that there will be substantial budgetary savings
 - C. The amount of purchase of service is conditioned on the ability of the department to recover the purchase of service expense within three years and the department being able to show an on-going personnel cost reduction to cover the expense.
 - D. The maximum purchase of service payment is \$30,000.
- IV. ELIGIBLE PARTICIPANTS:**
- A. Full-time regular employees who have 10 or more years of continuous service with

the county, are vested in the PERS system, and are eligible to participate in the PERS program.

- B. The county manager may determine certain positions may be critical and may present the board with this as a factor to be considered by the board whether or not the employee is eligible to participate in the program.
- C. Elected officials, regular part-time and less-than part-time employees; contract employees, and employees hired with or paid by a grant are not eligible for the program.

V. PROCEDURE FOR PROCESSING REQUESTS:

- A. An eligible employee may request to participate in the Voluntary Retirement Program by submitting a completed employee request form to the administrative officer and/or personnel director (director) and by providing a copy to his or her department head.
- B. Upon receipt of the voluntary retirement request form, the department head will determine if the employee is eligible and whether the department will realize permanent cost savings. The department head will prepare and submit to the director a written budget reduction plan including any reorganization, proposed changes in pay grades, job descriptions, and authorized positions.
- C. Any request approved by the department head and the director must be given to the county manager for review. If the county manager determines the employee is eligible and approves the request, the employee will sign an agreement, waiver and release form. The county manager will forward the completed packet to the board for review and consideration.
- D. The board has the final review and may approve or deny the request for purchase of service and the budget reduction plan. Changes in pay grades or authorized positions must be approved by the board and reflected in the department's budget.
- E. The employee may withdraw his or her request up until the decision by the board. If the request is denied during the approval process or the employee is determined not to be eligible the employee must be notified of that determination in writing by the director.

VI. CALCULATION FOR PURCHASE OF SERVICE:

- A. The amount of the purchase of service given the employee is based on the cost of PERS credit as of the effective date of the employee's termination of employment from the county.
- B. The calculation of the PERS amount will be based on standard PERS requirements.
- C. The payment to PERS will be made before the termination date

VII. RESPONSIBILITIES:

- A. The director is designated by the county manager to administer the program.
- B. The department head will review the employee's requests before they are submitted to the human resources office.
- C. The director will accept and process requests, determine eligibility, and consult with PERS to calculate years of service.
- D. The employee is responsible for signing all necessary paperwork and, if approved for

- the program, separating from the county.
- E. The human resources office will work with the affected department to make sure that any change in pay grades, reassignment of duties, updated job descriptions and authorized positions are completed in accordance with the county administrative policies and any bargaining agreement.

VIII. FORMS:

- A. Employee request form.
- B. Waiver and release form.

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

DRAFT

Request Form

Name of employee: _____

Position: _____

Department: _____

Years of full-time continuous service: _____ (to be verified)

Date of requested separation: _____

I am requesting participation in Storey County's voluntary retirement program by the purchase by the County of up to 2 years of service in the Nevada PERS system not to exceed \$30,000. I am requesting the purchase of _____ years.

Attach the department head written budget reduction plan including any reorganization, proposed changes in pay grades, job descriptions, and authorized positions.

This request is estimated to cost \$ _____ (to be verified)

Employee's signature: _____ Date: _____

Department head signature: _____ Date: _____

County manager signature: _____ Date: _____

**Storey County voluntary retirement program agreement
and
Waiver and release agreement.**

Storey County and _____ (employee)

Agree as follows:

1. Employee has requested participation in the voluntary retirement program. Employer (specific department head and county manager) has approved the request and will forward this agreement to the Board of County Commissioners (Board) for final approval. This agreement is effective on the Board's approval and no payment will be made to PERS until after the effective date.

2. Employee has reviewed, understands and agrees to all the terms and conditions of the program. A copy of the voluntary retirement program policy is attached and incorporated into this agreement.

3. Employee acknowledges that he or she has been given adequate time to review the program before signing this agreement.

4. Employee has up until the Board approves this agreement to rescind his or her acceptance.

5. Employee waives, releases, and agrees never to assert claims against employer and the termination of employment under this program. These claims include but are not limited to, claims arising under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 and 1991 and the law of contract and tort. This waiver extends to all claims presently known or unknown.

Employee's signature: _____ Date: _____

Approved by:

Department head signature: _____ Date: _____

County manager: _____ Date: _____

Board Chair: _____ Date: _____

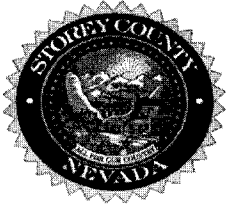
**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER: 00X
EFFECTIVE DATE: 3-20-2018
REVISED:
AUTHORITY: BOC
COUNTY MANAGER: _____

SUBJECT: Separation Agreements

- I. PURPOSE:** To outline procedures and policies regarding separation agreements between an employee and the county.
- II. PROCEDURE OR POLICY:**
- A. The board, or its designee, must approve all separation agreements. Only the board of county commissioners and the board of fire commissioners, or their designees, are authorized to approve separation agreements. The county manager may, after review by the appropriate county officers, recommend to the board that an employee that is separating from employment with the county receive a separation bonus for outstanding service to the county. The bonus is limited to additional payment of up to \$30,000 to be paid either to PERS or to the separating employee's deferred compensation account.
 - B. All separation agreements entered into by the board, or its designee, on behalf of the county or the fire district must be filed in the county clerk's office.
 - C. All contracts must be reviewed by the district attorney, county manager, administrative officer and/or personnel director, and the comptroller before consideration by the board.
 - D. Once approved by the board, the board chair will sign the agreement.
 - E. The county clerk will make a certified copy of the contract or agreement and deliver it to the county recorder for recording.

RESPONSIBILITY FOR REVIEW: The county manager or his or her designee will review this policy every 5 years or sooner as necessary



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 Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2017

2. **Recommended motion**

I hereby make a motion to approve the recommended actions pertaining to the Auditors recommendations for the Audit Report Period ended June 30, 2017

3. **Prepared by:** Hugh Gallagher

Department: Comptroller

Telephone: 847-1006

4. **Staff summary:** The Comptroller will address the Auditors report on current recommendations and purposed solutions for the next fiscal year.

5. **Supporting materials:** Provided prior to the meeting

6. **Fiscal impact:** none

Funds Available:

Fund:

____x Comptroller

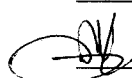
7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

17

STOREY COUNTY
OFFICE OF THE COMPTROLLER
POST OFFICE BOX 432
VIRGINIA CITY, NEVADA 89440

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS

March 20, 2019

Gentlemen:

Pursuant to NRS 354.6245, the following represents corrective action to the Storey County Audit Report dated June 30, 2017. Under "Auditors Report on Current year's Recommendations." Our outside auditor cited three current recommendations.

1. "We recommend monitoring expenditures to prevent exceeding budgeted amounts as expenditures exceeded appropriations in three Special Revenue Funds and two Enterprise Funds.
 - a. The Virginia City Tourism Special Revenue Fund Exceeded revenue projections by \$11,225, however expenses exceeded appropriations by \$52,832. A letter from Tourism Director Deny Dotson is attached for your review. In addition, the Virginia City Tourism Commission was notified that they must also monitor expenditures on a quarterly basis.
 - b. The Mutual Aid Special Revenue Fund is used to account for all fire incidents outside of the 474 Fire District area. As resource is supplied to those incidents, a billing to the outside agency also occurs. Revenues did exceed appropriations by \$108,890; however, expenses did exceed appropriations by \$109,277. Continued evaluation of this fund will prevent this fund from over appropriations in the future.
 - c. The Emergency Mitigation Special Revenue Fund exceeded appropriations by \$42,910 due to the early 2017 Flood. This fund also reflected a negative ending fund balance, which will be corrected by a transfer from the General Fund of \$150,000. As significant events occur, we will monitor this account.
 - d. The Water System Enterprise Fund has excess expenditures over appropriations of \$120,530 is mainly due the addition of Pension requirements per GASB 63. These are future liabilities which no budget number is assigned. In the future, the Auditor will move this amount out of operating expenses.
 - e. The Virginia Divide Sewer Special Revenue Fund has excess expenditures over appropriations of \$149,480. \$37,332 is mainly due the addition of Pension liability per GASB 63. These are future liabilities which no budget number is assigned. In

the future, the Auditor will move this amount out of operating expenses. Another \$110,019 was a Depreciation Expense error due to new infrastructure being depreciated.

- f. District Court within the General Fund had expenses over appropriations for \$2,080. A professional contract for the district court was inputted incorrectly resulting in the overage.

2. Report Finding 2017-A Report Preparation

This county has always asked the outside auditor to give assistance with the audit report because of staff constraints. The auditor has explained, "This circumstance is not unusual in an organization of this size, due to time constraints of management and costs associated with compliance of the standards." Understanding this is the first audit examination by Dipitero and Thornton CPA, we are prepared to provide the necessary information required.

3. Report Finding 2017-B Cash and Investment Accounts

Investments were in the past recorded on the Cash Basis and for the annual report adjusted to fair market value. In the future all internal and external statements will be adjusted to fair market value.

4. Report Finding 2017-C Report Preparation

The Storey County Board of County Commissioners will adopt policy standards that will require approval of any future additional retirement benefits by the Board.

5. Status of Prior Years Findings

"We recommend account names in the Federal/State Grant Fund be reviewed and adjusted to further differentiate the Federal and state grant revenues and expenditures.

- a. We have made great strides in the identification of Federal vs. State Grant revenues and expenditures. Our biggest problem exists when a State Grant changes into a Federal Grant. We will continue monitor these programs on a quarterly basis.

Sincerely,

Hugh J. Gallagher

Comptroller

Marshall McBride-Chairman

Jack McGuffey-Vice Chairman

Lance Gilman-Commissioner

STOREY COUNTY, NEVADA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. BUDGETARY INFORMATION

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds.

The County follows these procedures in establishing the budgetary date reflected in the financial statements:

1. Prior to April 15, the County budget officer submits to the County Commissioners the tentative operating budgets (4) for the fiscal years commencing the following July 1. The operating budgets include proposed expenditures and the means of financing them.
2. The tentative budgets are filed with the State Department of Taxation by April 15.
3. A public hearing is conducted at the County Court House to obtain taxpayers comments (3rd Monday in May).
4. The final budgets are adopted and filed with the State Department of Taxation. Final budgets must be certified by a majority of all members of the governing body. The final budgets must be adopted on or before June 1.
5. Budget amounts may be transferred within funds if the governing body is advised and the action is recorded in the official minutes of the next meeting. Revisions that alter the total expenditures of any fund must be approved by the County Commissioners. Budget revisions must also be filed with the State Department of Taxation.
6. Budgets for the General, Special Revenues, Debt Service, Proprietary, and Capital Projects Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
7. Budget augmentations were prepared for the general, various special revenue funds and enterprise funds during the fiscal year ended June 30, 2017.
8. All budget appropriations lapse at the end of each fiscal year.

In accordance with state statute, actual expenditures may not exceed budgetary appropriations of the various governmental programs of the General Fund or total appropriations of the Special Revenue and Capital Projects Funds, except as expressly authorized by law.

B. EXCESS EXPENDITURES OVER APPROPRIATIONS

For the year ended June 30, 2017, expenditures exceeded appropriations as follows:

	<u>Expenditures</u>	<u>Appropriations</u>
Virginia City Tourism Commission Fund	\$ 1,302,124	\$ 1,290,900
✓ Mutual Aid Special Revenue Fund	444,777	335,500
✓ Emergency Mitigation Special Revenue Fund	142,910	100,000
✓ Water System Enterprise Fund	605,278	484,748
✓ Virginia Divide Sewer Improvement District Enterprise Fund	387,976	238,496
✓ General Fund-District Court	145,025	142,945

C. DEFICIT FUND EQUITY

The Emergency Mitigation Fund incurred a deficit fund equity at June 30, 2017, in the amount of \$40,870.



Virginia City Tourism Commission

3/9/18

Department of Taxation

CC:

Storey County Commissioners

Pat Whitten, County Manager

Hugh Gallagher, County Comptroller

RE: Virginia City Tourism Commission over-expenditure


To whom it may concern:

The following is an explanation for being over on expenditures for the following three items:

- Special Event Funding is over due to an error in the previous year's holding account being carried over and charged this fiscal year. (see auditors notes)
- Promoter Commissions are directly related to projected revenue accounts tied to this item exceeding projections. (Camel Races, Oyster Fry, Chili, Father-Daughter and Christmas)
- Visitor Center Expense (COGS) directly reflects running out of merchandise in the visitor center prior to the end of the fiscal year and having to replenish items for the busy season. The additional merchandise is reflected in our inventory number at year end. Going forward, staff understand the importance of proper budgeting and being prepared for the start of the busy season.

Please feel free to contact me with any additional questions.

Best Regards,


DENY DOTSON, Director
Virginia City Tourism Commission
775-847-7500
ddotson@storeycounty.org

86 SOUTH 'C' STREET- PO Box 920, VIRGINIA CITY, NEVADA 89440
(775) 847-7500 ~ Fax (775) 847-7507
EMAIL: VISITORINFO@STOREYCOUNTY.ORG

STOREY COUNTY, NEVADA
VIRGINIA CITY TOURISM COMMISSION FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL BUDGETED AMOUNTS	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
REVENUES				
Licenses and permits				
Licenses - permits	\$ 33,500	\$ 33,300	\$ 39,862	\$ 6,362
Intergovernmental				
Grant revenue	77,000	77,000	39,000	(38,000)
State licenses	1,200	1,200	2,741	1,541
Room tax	156,000	156,000	149,968	(6,032)
Tourism tax	265,000	265,000	309,663	44,663
Charges for services				
Special events	382,000	382,000	373,768	(8,232)
CAP service charge (net)	200,000	200,000	188,427	(11,573)
Miscellaneous				
Interest	500	500	614	114
Contributions	4,500	4,500	4,427	(73)
Miscellaneous	171,200	171,200	193,654	22,454
Total Revenues	1,290,900	1,290,900	1,302,124	11,224
EXPENDITURES				
General government				
Salaries and wages	264,401	264,401	256,076	8,325
Benefits	135,450	126,450	120,888	5,562
Services and supplies	877,200	886,200	955,135	(68,935)
Capital outlay	47,000	47,000	44,784	2,216
Total Expenditures	1,324,051	1,324,051	1,376,883	(52,832)
Excess (Deficiency) of Revenues over Expenditures	(33,151)	(33,151)	(74,759)	(41,608)
Fund Balance, July 1	410,993	410,993	371,879	(39,114)
Prior Period Adjustment, See Note XV/III	-	-	6,957	6,957
Fund Balance, June 30	\$ 377,842	\$ 377,842	\$ 304,077	\$ (73,765)

The notes to the financial statements are an integral part of this statement.

STOREY COUNTY, NEVADA
MUTUAL AID SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURE AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL BUDGETED AMOUNTS	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
REVENUE				
Other revenues				
Fire suppression	\$ 400,000	\$ 458,000	\$ 566,890	\$ 108,890
Total Revenues	400,000	458,000	566,890	108,890
EXPENDITURES				
Public safety				
Salaries and wages	175,000	200,000	210,657	(10,657)
Benefits	18,500	38,500	37,037	1,463
Services and supplies	50,500	64,500	63,978	522
Capital outlay	13,500	12,500	133,105	(120,605)
Contingency	20,000	20,000	-	20,000
Total Expenditures	277,500	335,500	444,777	(109,277)
Excess (Deficiency) of Revenues over Expenditures	122,500	122,500	122,113	(387)
Fund Balance, July 1	313,178	313,178	298,685	(14,493)
Fund Balance, June 30	\$ 435,678	\$ 435,678	\$ 420,798	\$ (14,880)

The notes to the financial statements are an integral part of this statement.

STOREY COUNTY, NEVADA
 EMERGENCY MITIGATION SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURE AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL AND FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
<u>REVENUE</u>			
None	\$ -	\$ -	\$ -
<u>EXPENDITURES</u>			
Public Safety			
Services and supplies	100,000	142,910	(42,910)
Excess (Deficiency) of Revenues over Expenditures	(100,000)	(142,910)	(42,910)
Fund Balance, July 1	100,000	100,000	-
Fund Balance, June 30	\$ -	\$ (42,910)	\$ (42,910)

The notes to the financial statements are an integral part of this statement.

STOREY COUNTY, NEVADA
WATER SYSTEM ENTERPRISE FUND
SCHEDULE OF REVENUE AND EXPENSE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL BUDGETED AMOUNTS	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
OPERATING REVENUES				
Sales of water	\$ 604,000	\$ 604,000	\$ 554,700	\$ (49,300)
OPERATING EXPENSES				
Salaries and wages	148,319	153,319	165,143	(11,824)
Benefits	70,529	74,229	133,707	(59,478)
Services and supplies	160,900	152,200	198,426	(46,226)
Capital outlay	-	-	1,785	(1,785)
Depreciation	105,000	105,000	106,217	(1,217)
Total operating expenses	484,748	484,748	605,278	(120,530)
Operating income (loss)	119,252	119,252	(50,578)	(169,830)
NON-OPERATING REVENUE (EXPENSES)				
Interest earnings	14,000	14,000	24,043	10,043
Rents	12,000	12,000	10,000	(2,000)
Interest Expense	(23,405)	(23,405)	(37,148)	(13,743)
Miscellaneous	-	-	4,296	4,296
Grants and capital contributions	-	-	2,500	2,500
Net Income (loss)	\$ 121,847	\$ 121,847	\$ (46,887)	\$ (168,734)

The notes to the financial statements are an integral part of this statement

STOREY COUNTY, NEVADA
VIRGINIA DIVIDE SEWER IMPROVEMENT DISTRICT ENTERPRISE FUND
SCHEDULE OF REVENUE AND EXPENSE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL AND FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
<u>OPERATING REVENUES</u>			
Sales of water	\$ 367,000	\$ 382,076	\$ 15,076
<u>OPERATING EXPENSES</u>			
Salaries and wages	77,689	87,714	(10,025)
Benefits	37,407	74,739	(37,332)
Services and supplies	83,400	75,504	7,896
Depreciation	40,000	150,019	(110,019)
Total operating expenses	238,496	387,976	(149,480)
Operating income (loss)	128,504	(5,900)	(134,404)
<u>NON-OPERATING REVENUE (EXPENSES)</u>			
Interest income	1,800	5,580	3,780
Interest expense	(118,900)	(73,338)	45,562
Debt service			
Other income		1,099	1,099
Net Income (loss)	\$ 11,404	\$ (72,559)	\$ (83,963)

The notes to the financial statements are an integral part of this statement

STOREY COUNTY, NEVADA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2017

	ORIGINAL BUDGETED AMOUNTS	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE TO FINAL BUDGET
EXPENDITURES				
General Government (contd.)				
Building and Grounds:				
Salaries and wages	134,270	129,270	127,157	2,113
Employee benefits	67,957	67,957	55,275	12,682
Services and supplies	234,300	224,300	176,107	48,193
Capital outlay	-	15,000	38,995	(23,995)
	<u>436,527</u>	<u>436,527</u>	<u>397,534</u>	<u>38,993</u>
Planning Commission:				
Salaries and wages	152,991	132,991	125,917	7,074
Employee benefits	67,997	67,997	55,352	12,645
Services and supplies	53,900	53,900	27,545	26,355
	<u>274,888</u>	<u>254,888</u>	<u>208,814</u>	<u>46,074</u>
Service:				
Salaries and wages	157,364	157,364	139,262	18,102
Employee benefits	78,287	78,287	61,437	16,850
Services and supplies	100	100	38,848	(38,748)
Capital outlay	53,450	53,450	4,665	48,785
	<u>289,201</u>	<u>289,201</u>	<u>244,212</u>	<u>44,989</u>
Comptroller:				
Salaries and wages	237,530	241,530	238,735	2,795
Employee benefits	108,406	109,006	102,344	6,662
Services and supplies	75,810	79,610	87,579	(7,969)
Capital outlay	2,000	9,000	-	9,000
	<u>423,746</u>	<u>439,146</u>	<u>428,658</u>	<u>10,488</u>
Information technology:				
Salaries and wages	216,682	218,182	218,549	(367)
Employee benefits	113,614	113,614	106,960	6,654
Services and supplies	149,600	148,100	135,066	13,034
Capital outlay	58,600	184,600	182,195	2,405
	<u>538,496</u>	<u>664,496</u>	<u>642,770</u>	<u>21,726</u>
Total General Government	<u>4,893,675</u>	<u>5,026,825</u>	<u>4,615,591</u>	<u>411,234</u>
Judicial:				
District Attorney:				
Salaries and wages	316,618	316,618	296,646	19,972
Employee benefits	135,086	135,086	121,214	13,872
Services and supplies	419,425	319,375	202,658	116,717
Capital outlay	2,000	2,000	-	2,000
	<u>873,129</u>	<u>773,079</u>	<u>620,518</u>	<u>152,561</u>
District Court:				
Services and supplies	125,945	142,945	145,025	(2,080)
	<u>125,945</u>	<u>142,945</u>	<u>145,025</u>	<u>(2,080)</u>

The notes to the financial statements are an integral part of this statement

B. Financial Statement Findings

Findings Relating to The Financial Statements Reported in Accordance with GAGAS

**2017-A Report Preparation
Significant Deficiency**

Criteria

Management of Storey County is responsible for establishing and maintaining an effective system of internal control over financial reporting. One of the key components of an effective system of internal control is to provide the finance staff with adequate resources available to prepare the financial statements in accordance with generally accepted accounting principles.

Condition

In the process of completing our audit, we were requested to draft the financial statements, assist with the conversion of fund financial statements to government-wide statements, and prepare the accompanying notes to the financial statements.

Cause

Given the daily responsibilities of management, the resources of time, and training necessary to prepare the County's financial statements in accordance with generally accepted accounting principles are not available. As a result the County has chosen to contract with DiPietro and Thornton to prepare the financial statements. This circumstance is not unusual in an organization of this size, due to time constraints of management and costs associated with compliance of the standards. However, management has not implemented sufficient procedures to capture the necessary information needed for the financial statements and related disclosures, to be prepared in all material respects.

Effect

The County's financial records required audit adjustments in order for the financial statements to be in accordance with GAAP. Internally prepared financial information may not be accurate and full disclosure financial statements may not be available as timely as they would be if prepared by County personnel.

Recommendation

We recommend County staff continue to obtain training in the preparation of the financial statements and related financial statement disclosures in order to gain the knowledge needed to prepare the financial statements and related financial statement disclosures in all material respects.

Views of Responsible Officials

Management agrees with this finding

**2017-B Cash and Investment Accounts,
Significant Deficiency**

Criteria

Management of Storey County is responsible for establishing and maintaining an effective system of internal control over financial reporting. Properly valuing investments is a key component of effective internal control over financial reporting.

Condition

During our review of the cash and investment accounts, we noted that the bonds held with Wells Fargo were not booked at their market value. The County used the cost basis.

Cause

The County has always accounted for bonds using the cost basis. They have not properly implemented GASB 72.

Effect

The County understated their cash accounts by an immaterial amount.

Recommendation

We recommend the bonds be recorded at their fair market value going forward.

Views of Responsible Officials

Management agrees with this finding.

Findings Relating to The Financial Statements Reported in Accordance with GAGAS

2017-C Report Preparation
Significant Deficiency

Criteria

Management of Storey County is responsible for establishing and maintaining an effective system of internal control over financial reporting. One of the key components of an effective system of internal control is to provide a proper checks and balances on approved payments

Condition

In the process of completing our audit, we became aware of payments made to three retiring employees of the County. The payments were approved by the County manager.

Cause

The County manager made payments to three employees that retired during the year. The manager says the payments were incentives for doing a good job over the years. He contended similar payments have been made in the past.

Effect

Questions have arose as to whether the payments were appropriate for the County to make. There has also been a question whether the County Manager had the authority to approve the payments being made.

Recommendation

We recommend that in the future all payments made at retirement be approved by the County Commissioners. This will not only help the County be more transparent, but will help protect the County Manager.

Views of Responsible Officials

Management is reviewing the matter and will decide how to proceed when the review is completed.

C. Findings and Questioned Costs – Major Federal Award Program Audit:

No audit findings were reported.

STOREY COUNTY, NEVADA
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016

A. Findings Relating to The Financial Statements Reported in Accordance with GAGAS

No prior year material weaknesses or significant deficiencies were report

B. Findings and Questioned Costs -- Major Federal Award Program Audit

No audit findings were reported

C. The prior year audit did not contain any material weaknesses or significance deficiencies, but did contain a few recommendations to improve internal control. We have reviewed the status of the recommendations included in last year's audit report dated November 21, 2016. This review indicated:

1. We recommend monitoring expenditures to prevent exceeding budgeted amounts as expenditures exceeded appropriations in the General Fund and four Special Revenue Funds.

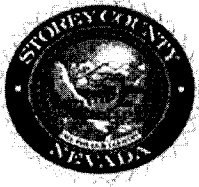
The monitoring was partially implemented.

2. We recommend account names in the Federal/State Grant Fund be reviewed and adjusted to further differentiate the Federal and State grant revenues and expenditures. The County may want to consider establishing separate State Grant Funds.

This was not implemented during the year.

3. We recommend a cutoff date of August 30 be established and strictly enforced for all payables, receivables, and journal entries by any government employee to prevent complications with the audit.

This was implemented by the County.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 03/20/18

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/For Possible Action:** First Reading of Ordinance No. 18-283 an ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses, and other properly related matters. 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.

2. **Recommended motion:** In accordance with the recommendation by staff and the planning commission, I [commissioner] motion to approve First Reading of Ordinance No. 18-283 an ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses, and other properly related matters.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning

Telephone: 775.847.0968

5. **Staff summary:** The proposal makes necessary corrections to the definition and application of "adult uses" in the zoning ordinance to better align with the Nevada Revised Statutes.

6. **Supporting materials:** Enclosed and posted at <https://www.storeycounty.org/517/Updates>.

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

Funds Available:


Fund:

____ Comptroller

8. **Legal review required:**

__x__ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

19

Ordinance No. 18-283

Summary

An ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses.

Title

An ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses, and other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I: Chapter 17.28 C Commercial Zone is amended as follows:

17.28.030 Uses Subject to Special Use Permit

Unless stated otherwise, the following uses may be permitted subject to securing a special use permit pursuant to chapter 17.03 Administrative provisions.

- A. Automobile paint shops and body repair shops.
- B. Buildings and structures constructed for permitted uses as listed in section 17.28.020 that will exceed 45 feet in height, or that will be less than 25 feet in width.
- C. Casinos and gaming establishments of more than 5,000 square feet of total floor area where slots and/or video machines are located, where there are more than 15 slots and/or video machines, and where other forms of gambling such as poker, craps, blackjack, keno, sports book and other similar activities may take place.
- D. Manufactured home sales lots.
- E. Propane sales and storage.
- F. Firewood sales and storage.
- G. Fortune tellers, astrology parlors, clairvoyance and palmistry. Additionally, uses under this subsection must comply with the regulations under title 5 Business licenses, and be located no closer than 1,000 feet from a public or private school, religious institution, public building or facility, or another permitted fortune teller, astrology parlor, clairvoyance and palmistry use, and 300 feet from any E, R, or SPR zone.
- H. Public utility service yards, buildings, electric substations, gas transmission substations, and ancillary uses.
- I. Recreational vehicle (RV) parks.
- J. Billboards as regulated pursuant to Chapter 17.84 Signs and billboards.

- K. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.
- L. Commercial kennel. A minimum of 10 acres is required.
- M. Mini-warehouses and storage facilities for rent including recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.
- N. Healthcare facilities including hospital services, medical services, convalescent services, civic convalescent and group care service, continuum of care facilities for seniors, and group care services.
- O. Crisis care uses and facilities, permanent.
- P. Open-air markets, flea-markets, and similar outdoor venues for the sale of goods, not including farmers markets featuring exclusively the sale of edible and items made from edible products.
- Q. Trade and craftsman industries, including furniture and carpentry manufacturing and refining, upholstery shops, monument works, and similar uses.
- R. Outdoor veterinarian services and shelters for small and large animals.
- S. Permanent outdoor skateboard parks and related facilities.
- T. Display, sale, barter, or trade of items associated with a business outside of a permanent building, except farmer's markets pursuant to this chapter and permitted temporary uses. The sale and display of merchandise and other items, and business that is conducted on the public right-of-way and between the public travelled way and the building is prohibited pursuant 17.12 General provisions.
- U. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises.
- V. Uses involving the outdoor discharge of firearms.
- W. Uses involving outdoor archery.
- X. Fairgrounds, rodeo arenas, horse and other animal competition tracks and arenas, and similar uses.
- Y. Amusement parks involving various devices for entertainment such as thrill and theme rides, roller-coasters, water slides, and games and concession booths.
- Z. Facilities and uses that include outdoor sets and props for the development and production of movies, film, television, and similar visual media.
- AA. Race tracks and arenas involving the use of automobiles, trucks, tractors, and other motorized vehicles.
- BB. Radio-controlled (RC) cars, vehicles, watercraft, and aircraft facilities and uses.
- CC. Child care of more than 4 children.
- DD. Education facilities that include student residential and boarding accommodations.
- EE. Temporary real-estate tract offices not located within a permanent structure.
- FF. Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.
- GG. Permanent outdoor theatres and other uses involving the outdoor discharge of firearms
- HH. Micro-distilleries
- II. Open storage not directly associated with an active construction project on the premises.

JJ. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.
KK. Zoos, animal theme and amusement parks, and other maintenance, display, or possession of one or more wild animals.

LL. Adult retail, adult bookstore, and adult motion picture theatre. The adult retail use may not exceed 20 percent or 500 square-feet, whichever is less, of the building. Retail establishments featuring "adult" material not exceeding 5 percent or 200 square-feet, whichever is less, of the retail floor area of the business that is identified for display, sale, lease, or rental of books, merchandise, periodicals, video tapes, video disks including DVDs and other recorded video devices, computer disks, instruments, devices or paraphernalia which are distinguished or characterized by the emphasis on matter depicting, describing, or relating to "specific sexual activities" and "specific anatomical areas". The merchandise must only be available for sale or lease for private use by the purchaser or lessee off the premises of the business. The merchandise When allowed by a granted special use permit, the use must be located within a fully enclosed room which is entirely segregated from the remaining floor area of the business and the room's entrance must be screened from view of the remaining floor area. Retail e Establishments featuring the above material in excess of the allowable retail floor area are prohibited.

MM. Natural resources river restoration regulated under section 17.12.100.

SECTION II: Chapter 17.10 Definitions is amended as follows:

Chapter 17.10

Definitions

Sections:

17.10.020 Definitions generally
17.10.030 Definitions

17.10.030 Definitions

Adult Bookstore. The term "Adult Bookstore" means an establishment which merchandises printed material, movies, or videos depicting, describing, or otherwise featuring specific sexual activities and anatomical areas.

Adult Merchandise Retail Use. The term "Adult Merchandise Retail Use" refers to retail establishments furnishing adult material for display, sale, lease, or rental. Adult material includes but is not limited to books, merchandise, periodicals, video tapes, video disks (including DVDs and other recorded video devices), computer disks, instruments, devices, or any other paraphernalia depicting, describing, or otherwise relating to "specific sexual activities" and "specific anatomical areas."

- A. For the purposes of this chapter "specific anatomical areas" includes exposed human genitals, the pubic region, buttocks, and female breasts below a point immediately above the areola;
- B. For purposes of this chapter, "specific sexual activities" includes any form of actual or simulated sexual intercourse, copulation, bestiality, sadism, masochism, and fondling or touching of "specific anatomical areas."

Adult Motion Picture Theatre. *The term "Adult Motion Picture Theatre" means a motion picture theatre whose program, during the time of its operation, contains one or more motion pictures which are rated "X" by the Code Rating Administration of the Motion Picture Association of America, or are not rated, and whose program depicts, describes, or otherwise features specific sexual activities and anatomical areas.*

Adult Retail. *The term "Adult Retail" means an establishment which merchandises items and paraphernalia depicting, describing, or otherwise featuring specific sexual activities and anatomical areas.*

Ordinance No. 18-283

Summary

An ordinance amending Storey County Code Title 17 Zoning including Chapter 17.28 C Commercial Zone to restrict "adult uses" with a special use permit, and Chapter 17.10 Definitions to amend definitions and add definitions for adult uses including "adult retail", "adult bookstore", and "adult motion picture theatre" uses.

Title

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- F. Firewood sales and storage.
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- Z. Facilities and uses that include outdoor sets and props for the development and production of movies, film, television, and similar visual media.
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- CC. Child care of more than 4 children.
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- A. For the purposes of this chapter "specific anatomical areas" includes exposed human genitals, the pubic region, buttocks, and female breasts below a point immediately above the areola;
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Storey County Board of County Commissioners

Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 15 minutes

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

1. **Title:** First Reading of Ordinance 18-284 amending provisions of the transient lodging tax provisions of Storey County Code chapter 3.60 to provide for the maximum stay to which the tax applies, to clarify the disposition of the revenues of the tax, providing a route for review of a transient lodging tax audit and other matters properly relating thereto.

2. **Recommended motion:** I _____ (Commissioner) move to approve the first reading of Ordinance 18-284

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** Ordinance 18-284 revises the provisions of Storey County Code Chapter 3.60 clarifying that transient lodging subject to the tax is lodging for less than 30 days. It also provides for a clarification as to the disposition of the proceeds of the tax and provides a route for review of a transient lodging tax audit.

5. **Supporting materials:**
See staff report on page 2.

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

X District Attorney

8. **Reviewed by:**

 Department Head
County Manager

Department Name:
Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

STAFF REPORT

The genesis of this code amendment arose out of a concern that the presence of hotels within the TRI Center would lead to extended stays, exceeding 28 days, by persons doing construction work or involved with extended business stays within TRI with a consequent loss of room tax revenues. TRI however is governed by the 1999 zoning ordinance and the Resolution of Similar Uses which became effective on May 3, 2005. TRI Center is zoned I-2, the heavy industrial zone. By this zoning, ten percent of the I-2 zone may include commercial uses. See §17.37.030(K) of the 1999 ordinance. Commercial zoning allows motel and hotel uses. In the Resolution of Similar Uses, Hotels and Motels are defined as:

Hotels and motels use type refers to temporary residences for transient guests, primarily persons who have residence elsewhere, with access to each room through an interior hall and lobby or outside porch or landing.

Consequently, hotels and motels within the TRI Center are limited to transient guests. Further, the Residential Landlord and Tenant Act (Chapter 118A of the NRS) (Act) exempts from the requirements of the Act: "Occupancy in a hotel or motel for less than 30 consecutive days unless the occupant clearly manifests an intent to remain for a longer continuous period. NRS 118A.180(2)(f). If the stay is longer than 30 consecutive days, the stay is subject to the Act. Buildings intended for residential use are "dwellings". SCC §17.10.030. Such uses are not allowed in the C, I, or I-2 zone within the TRI Center pursuant to the 1999 zoning ordinance. Consequently, within TRI Center, residence at a hotel or motel is not allowed for 30 or more days.

Outside of the TRI Center the Storey County Code used to define an "extended stay hotel" as a transient use of property and identified it as a stay at a hotel or motel for more than 28 days but less than 180 days. By defining an extended stay hotel was not a residential use of property. It therefore would have been allowed in the C, CR, I I-2 and I-3 zones. The provision defining an extended stay hotel as a transitory non-residential use has since been removed from the Storey County Code. Accordingly, extended stay hotels are no longer authorized transient uses of property in the C, CR, I, I-2, and I-3 zones in Storey County.

What the proposed ordinance does is increase the period of transient use from less than 28 days to less than 30 days. It identifies the authorization for the two types of transient lodging taxes that have been imposed and specifies the uses to which they may be put. It also provides a route for the review of transient lodging tax audits as is required by NAC 364.030

ORDINANCE NO. 18-284

Summary

An ordinance amending the Storey County Transient Lodging Tax to further define transient lodging, to clarify the disposition of revenues received from the Transient Lodging Tax, providing a route for review of a transient tax audit, and other matters properly relating thereto.

Title

An ordinance amending chapter 3.60 of the Storey County Code to further define transient lodging, to provide for the disposition of revenues received from taxes on transient lodging and providing for other matters properly relating thereto.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION 1

Storey County Code Section 3.60.010 is amended to read as follows:

The mandatory transient lodging tax and the license tax imposed under this chapter are known and may be cited as the Storey County "Transient Lodging Taxes."

SECTION 2

Storey County Code Section 3.60.015 is hereby amended to provide as follows:

A. "Transient lodging" is defined as a room, ~~rooms~~ or suite or space spaces for rental to temporary or transient guests in any one or more of the following:

- (a) Hotels.
- (b) Motels.
- (c) Apartments.

- (d) Apartment hotels.
- (e) Campgrounds.
- (f) Parks for recreation vehicles or recreational vehicle overflow parking and camping.
- (g) Any other establishment, including brothels, that rents rooms or spaces to temporary or transient guests.

Transient lodging consists of the occupancy of a specific room, suite or space for a period less than 30 days. It does not include any occupation of premises which is subject to the Nevada Residential Landlord and Tenant Act (NRS Chapter 118A) as such use is considered a residential rather than transient lodging and is not allowed in property zoned for commercial use.

B. "Rent" means the gross income from the rental of transient lodging in the county. *It does not include any tax on fuel or on retail sales which is collected by the transient lodging enterprise.*

C. ~~Exemptions: There is exempted from the transient lodging tax each rental by any licensee of a room or rooms for a period of twenty-eight consecutive days or more. A rental may not be deemed to have been made for a period of twenty-eight or more days unless the room or rooms rented to the lessee are paid for in advance for at least that period or having been previously rented by the lessee continuously for that period.~~ "Mandatory transient lodging tax" means the tax imposed pursuant to NRS 244.3354 upon the rent received from transient lodging.

D. "License tax" means a license tax imposed pursuant to NRS 244.335 upon the rent received from transient lodging.

SECTION 2.

Section 3.60.020 is hereby amended to provide as follows:

- A. Pursuant to the authority of NRS ~~244.335~~ through 244.3354, a tax is imposed upon the amount of rent paid for transient lodging in the county (*the mandatory transient lodging tax*). This tax is imposed at the rate of one percent, effective December 1, 2002. ~~The person providing the transient lodging is liable to the county for the tax whether or not it is actually collected from the paying guest.~~
- B. Pursuant to the authority of NRS 244.335 an additional tax is imposed upon the amount of rent paid for transient lodging at the rate of nine percent (9%) (*the license tax*)

SECTION 3.

Section 3.60.030 is hereby amended to provide as follows:

- A. Pursuant to NRS 244.3354, three-eighths of ~~all the~~ proceeds of *the mandatory transient lodging tax* ~~of the tax~~ must be paid to the Department of Taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism. Five-eighths of ~~all the~~ proceeds of the *mandatory transient lodging tax* must be deposited with the county in the county fund for the promotion for tourism for use by the fair and recreation board also known as the Virginia City Tourism Commission (VCTC), pursuant to statute, to be used to advertise the resources of the county related to tourism including available accommodations, transportation, entertainment, natural resources and climate, and to promote related special events.
- B. *The proceeds of the license tax are hereby assigned to the VCTC and must be deposited with the county in the county fund for the promotion for tourism. Such funds must be used for purposes allowed by NRS 244A.597 through 244A.655.*

SECTION 4

Storey County code Section 3.60.060 is amended to provide as follows:

- A. Each licensee shall add the amount of the transient lodging ~~tax~~ *taxes* to the amount of the room rentals due and must collect the ~~tax~~ *taxes* and rentals from each lessee.
- B. The amount of the ~~tax~~ *taxes* must be displayed separately from the price of the accommodation or room on guest registration card or other proof of guest registration.

SECTION 5

Storey County Code Section 3.60.070 is hereby amended to provide as follows:

Each licensee shall prominently display in each room or suite of rooms leased as a unit, or at the licensee's option, in a lobby at or in the immediate vicinity of the registration desk for the business, a sign reading substantially as follows:

Notice:

For each rental of less than *thirty* days, this business is required by law to collect a ten percent transient lodging tax.

The management.

SECTION 6

Storey County Code section 3.60.090 is hereby amended to read as follows:

- A. The ~~fair and recreation board~~ VCTC or its duly-authorized agent may, at all reasonable times with thirty days advance written notice, examine and audit the books, papers and records of any person operating a transient lodging business within Storey County and make investigations in connection with the collection of the transient lodging ~~tax~~ *taxes*.
- B. If any person operating a rental business refuses to allow the board or its duly-authorized agent to examine and audit the books, papers, and records of the rental business, the fair and recreation board may estimate the amount of transient lodging ~~tax~~ *taxes* due for any month based upon the following information:
1. In cases where the rental business is a new business, the amount and volume of business of like kind, character, and location, or
 2. In cases where the rental business is a continuing business, the amount and volume of business done in the corresponding month of the preceding year, plus any reasonably estimated increase in the amount and volume of business in the present year

SECTION 7

Storey County Code section 3.60.110 is hereby amended to provide as follows:

The power and authority to enforce the transient lodging tax liens created by this chapter are delegated to the ~~fair and recreation board~~ VCTC. The ~~board~~ VCTC must keep proper records of the transient lodging ~~tax~~ *taxes* imposed, taxes that are due, taxes collected, including records of delinquent taxes, and any interest and penalties imposed. These records are deemed confidential and are not to be revealed in whole or in part to anyone except in the necessary administration of this chapter or as otherwise provided by law.

SECTION 8

There is hereby added to Storey County Code Chapter 3.60 sections 1 and 2 which provide:

Section 1.

The proprietor of a transient lodging enterprise must maintain adequate accounting records and supporting documentation for determining the amounts collected by the proprietor for transient lodging taxes.

Section 2.

- A. *Any audit of the amounts due from the transient lodging entity must not include any period for the licensing of the business ending more than 3 years before the date of the audit, unless the enterprise has been operating without such a license or the auditor has reason to believe that the entity has made a fraudulent or material misstatement of its revenue.*
- B. *The proprietor of a transient lodging entity may obtain a review of the results of an audit performed pursuant to subsection A as follows:*
 - a. *Upon request, the auditor must disclose the results of the audit to the proprietor.*
 - b. *The auditor must discuss with the proprietor any relevant issues that have not been previously resolved and attempt to resolve those issues with the proprietor.*
 - c. *If the issues are not resolved between the auditor and the proprietor within 60 days:*
 - i. *The proprietor may prepare documentation of the unresolved issues and submit the documentation along with a copy of the final audit report to the executive director of the VCTC.*
 - ii. *The executive director must acknowledge receipt of the documentation within seven days after receiving the documentation.*
 - iii. *The executive director must respond to the proprietor within 60 days after receipt of the documentation regarding the unresolved issues.*
 - d. *If the proprietor is dissatisfied with the determination made by the executive officer he/she may appeal the decision of the executive officer to the Virginia City Tourism Commission. The VCTC must hear and decide the matter at its next available meeting.*
 - e. *If the proprietor is dissatisfied with the decision of the VCTC he/she may appeal the matter to the Justice's Court of Virginia Township Justice's Court. If the amount in controversy exceeds the jurisdictional limit of the Justice's court, the appeal may be taken to the First Judicial District Court.*

SECTION 9

Storey County Code Section 3.60.100 is hereby repealed.

Proposed on _____, 2018.

Proposed by Commissioner _____

Passed on: _____, 2018.

Vote:

Ayes: Commissioners

Nays: Commissioners

Absent: Commissioners

Marshall McBride, Chairman

Attest:

Vanessa Stephens, County Clerk

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year 2018.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2018

Estimate of time required: 15 minutes

Agenda: Consent [] Regular agenda [X] 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:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

21

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 1st day of MARCH, 2017.

STOREY COUNTY SCHOOL DISTRICT



President

Storey County School District Board of Trustees

INVENTORY OF SCHOOL DISTRICT PROPERTY

AT PIPER'S OPERA HOUSE

The following items of personal property, presently located at Piper's Opera House (Opera House), are owned by, or are on loan to, the Storey County School District:

1. Sideboard Buffet – Originated in Sharon House Dining Room – Donated by John and Lydia Zalac and Family
2. Historic Piano – made in Vienna Austria – circa in 1835. Donated to Pipers by Dorothy and Donald Kemp of Las Vegas
3. Gold Pier Mirror – Originated in the Miners Union Hall in the 1800's – Donated by John and Lydia Zalac and Family

These items may remain on the premises of Piper's Opera House for so long as Storey County retains ownership of the Opera House or until demand for return of loaned property is made by the owner of property on loan to the School District.

The Storey County School District makes no claim of ownership over other items of personal property within Piper's Opera House.

Dated this 14th day of March, 2018.

STOREY COUNTY SCHOOL DISTRICT

By: _____

Jeff Nevin, President, Board of Trustees



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: **March 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, Storey County and Board of Fire Commissioners.
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, Board of Fire Commissioners 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:**

KL. District Attorney

8. **Reviewed by:**

X Department Head

Department Name: Community Development

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of 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 (District) and
Storey County, (County)**
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 (District) and Storey County; and

WHEREAS, District, by interlocal agreement (Agreement) with County, approved on October 3, 2017, has delegated its duties to administer and enforce the 2012 International Fire Code (Code) to the Storey County Department of Community Development for a period of two years which agreement automatically renews for additional two year periods unless previously terminated; and,

WHEREAS, District and/or County may terminate the Agreement upon which termination the duties to administer and enforce the Code will return to District

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 for a period of two years unless sooner terminated by either party as set forth in this Contract. This Contract may be renewed for successive two year periods subject to termination as set forth below.

4. TERMINATION. This Contract may be terminated by any 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 parties. This Contract may be terminated by mutual consent of all parties or unilaterally by any party without cause. This Contract may be terminated by the State with less than 60 days notice after the County and/or District have 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 County and/or District agree to provide the services set forth in Attachment A at 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 to the amount appropriated for the performance of the contract.
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.

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 Attachment A.

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.

Board of County Commissioners of Storey County

By: _____
Marshall McBride, Chairman

Dated this _____ day of _____, 2018

Board of Fire Commissioners,
Storey County Fire Protection District

By: _____
Marshall McBride, Chairman

Dated this _____ day of _____, 2018

Approved as to form:

Anne Langer, Storey County District Attorney

Dated this _____ day of _____, 2018

Attest:

Vanessa Stephens, Storey County Clerk

Dated this _____ day of _____, 2018
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

LIQUOR BOARD

Meeting date: 3/20/18

Estimate of time required:

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

1. **Title:** First reading for On-Sale Liquor & Cabaret License – Virginia City Brewery & Taphouse. 62 N C St., Virgini City, NV 89440. Add Frederic Cline to the existing business license.

2. **Recommended motion:** I motion to approve the first reading, an On-sale Liquor & Cabaret License – Virginia City Brewery & Taphouse. 62 N C St., Virgini City, NV 89440. Add Frederic Cline to the existing business license.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** First reading for On-Sale Liquor & Cabaret License – Virginia City Brewery & Taphouse. 62 N C St., Virgini City, NV 89440. Add Frederic Cline to the existing business license.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller


7. **Legal review required:**

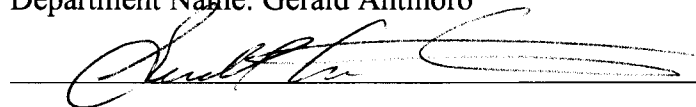
____ District Attorney

8. **Reviewed by:**

X Department Head

Department Name: Gerald Antinoro

 County Manager



Other agency review: _____

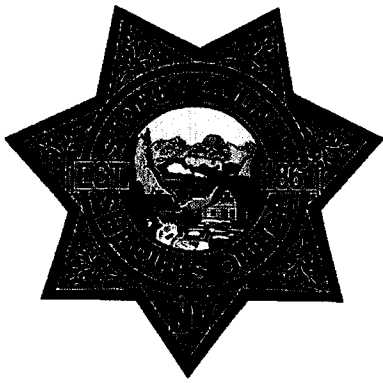
9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

26



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

March 1, 2018

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

Fr: Brandy Gavenda

A handwritten signature in black ink, appearing to be "BG" or similar initials, written over the name Brandy Gavenda.

Please add the following item(s) to the January 16, 2018 Commissioners Agenda:

- I. First reading for the On-Sale Liquor & Cabaret License for the VC Brewery & Taphouse. Add Frederic Cline to the existing Liquor license.

**PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924**



Storey County Board of County Commissioners

Agenda Action Report

LIQUOR BOARD

Meeting date: 3/20/18

Estimate of time required:

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

1. **Title:** First reading for On-sale Liquor License Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.

2. **Recommended motion:** I motion to approve the first reading for On-sale Liquor License Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

A handwritten signature in black ink, appearing to be "BG", is written over the text.

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** First reading for On-sale Liquor License Firehouse Grill & Saloon. 171 S C St., Virginia City, NV.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

 X Department Head

Department Name: Gerald Antinoro

A handwritten signature in black ink, appearing to be "Gerald Antinoro", is written over a horizontal line.

A handwritten signature in black ink, appearing to be "County Manager", is written over a horizontal line.

County Manager

Other agency review: _____

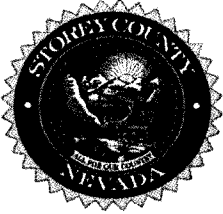
9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

27



Storey County Board of County Commissioners

Agenda Action Report

LIQUOR BOARD

Meeting date: 3/20/18

Estimate of time required:

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

1. **Title:** Second reading for On-Sale Liquor License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.

2. **Recommended motion:** Motion to approve the second reading, On-Sale Liquor License & Cabaret License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.

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

A handwritten signature in black ink, appearing to be "B. Gavenda", is written over the text "Prepared by: Brandy Gavenda, Admin. Asst.".

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** Second reading for the On-Sale Liquor License & Cabaret License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.

5. **Supporting materials:** None

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 X Department Head

Department Name: Sheriff, Gerald Antinoro

A handwritten signature in black ink, appearing to be "Gerald Antinoro", is written over a horizontal line.

____ County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No.

28




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:** Second reading, General Business License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.
2. **Recommended motion:** I motion to approve the second reading for the General Business License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.
3. **Prepared by:** Brandy Gavenda, Admin. Asst. 
- Department:** Storey County Sheriff's Office **Telephone:** 775-847-0959
4. **Staff summary:** Second reading, General Business License. Applicant is Stephanie Collins, business owner of Silver Dollar Saloon located at 15 N C Street, Virginia City, NV 89440.
5. **Supporting materials:** None
6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

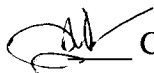
7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff, Gerald Antinoro



County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 30



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 20, 2017

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Special Use Permit 2018-008 request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

2. **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

3. **Prepared by:** Kathy Canfield

4. **Department:** Planning

Telephone: 775.847.1144

5. **Staff summary:** See enclosed Staff Report No. 2018-008

6. **Supporting materials:** Enclosed Staff Report No. 2018-008

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

Funds Available:


Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

 Department Head

____ Department Name: Planning

 County Manager

____ Other agency review: _____

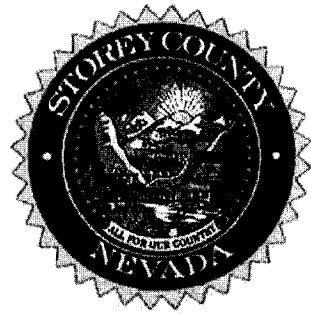
10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 31

**Storey County
Planning Department**
Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: March 20, 2018 at 10:00 a.m.

Meeting Location: Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada

Staff Contact: Kathy Canfield

File: Special Use Permit File 2018-008

Applicant: Evergreen Reno Industrial Park, LLC

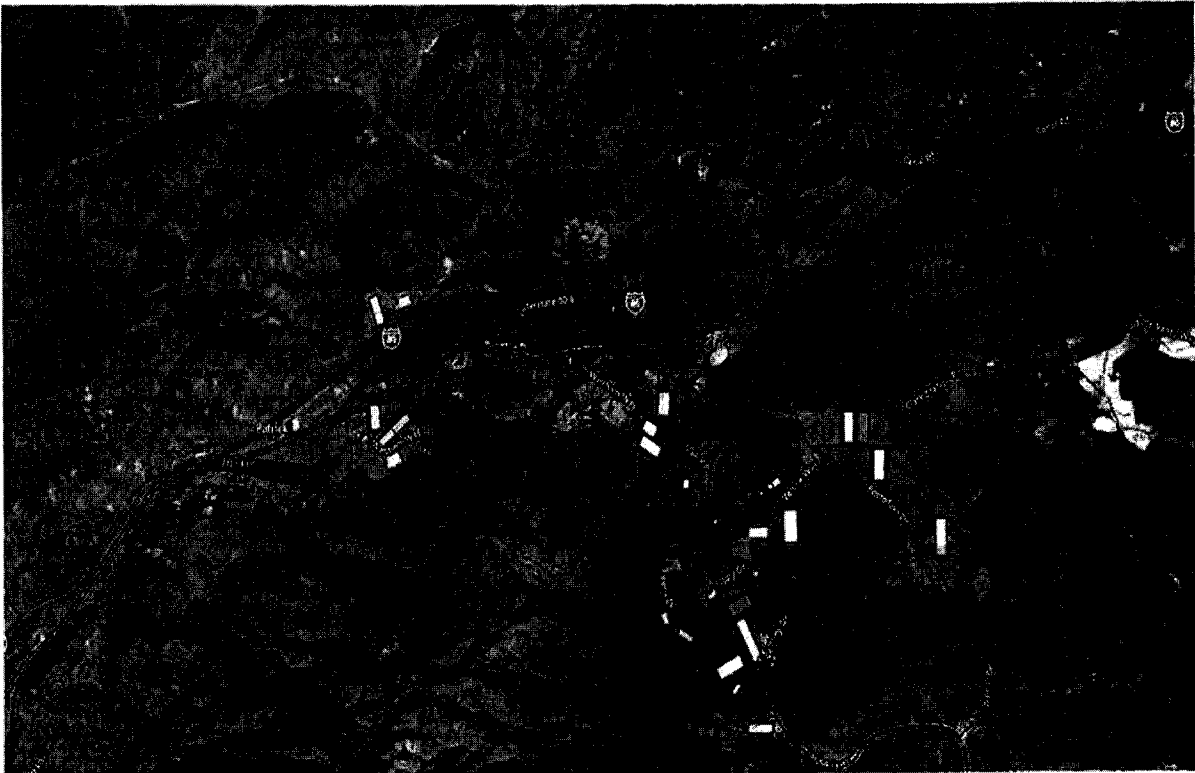
Property Owner: Evergreen Reno Industrial Park, LLC

Property Location: 691 Britain Drive, McCarran, Storey County, Nevada

Request: Special Use Permit 2018-008 request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

1. Background & Analysis

- A. Site Location and Characteristics.** The property is located within the Tahoe-Reno Industrial Center in McCarran, Storey County, Nevada. The property is located at the southeast corner of Britain Drive and London Drive. The site is zoned I-2, Heavy Industrial but has been identified for commercial land uses by the TRI Center. The site is currently an undeveloped parcel. Surrounding land uses include vacant land to the north, east and west and commercial uses (gas station, fast food, offices) to the south.



Vicinity Map



Property Location

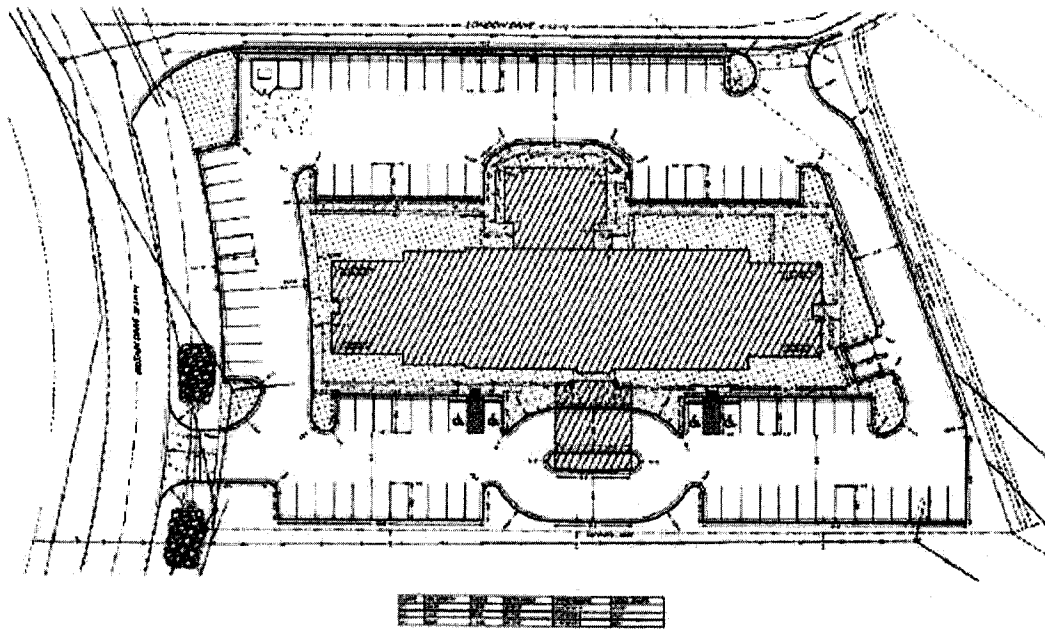


Existing Development

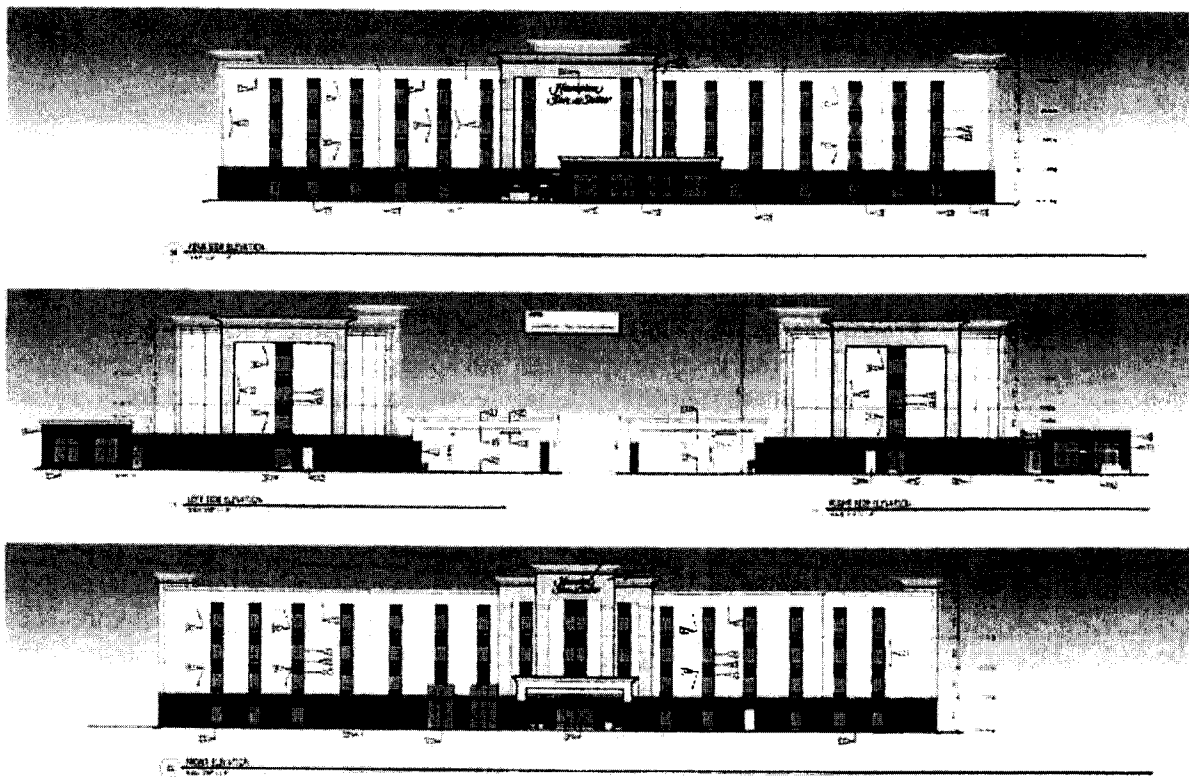
- B. **Proposed Use.** The applicant, Evergreen Reno Industrial Park, LLC, is proposing to construct a four-story Hampton Inn and Suites hotel. The proposal includes a hotel in the center of the property with surrounding parking areas. Access to the site will be from Britain Drive and London Drive. The hotel will have 85 guest rooms, an indoor pool, meeting room, common breakfast room, offices, fitness center and hotel laundry.

Hampton Inn & Suites is a higher mid-level Hilton franchise hotel. The Hampton Inn & Suites franchise does not license any hotels that are less than four stories due to booking requirements. Hilton requires a certain number of rooms to be profitable. Hilton has established a four-story prototype and the McCarran Hampton Inn & Suites has been designed along these strict guidelines.

The Tahoe-Reno Industrial Center Architectural Review Committee has reviewed and approved the proposed project as designed.



Proposed site layout



Proposed elevations

- C. **Special Use Permit.** This property is subject to the provisions of the 1999 Zoning Ordinance of Storey County. The property is zoned I-2, Heavy Industrial, however, the Tahoe-Reno Industrial Center has identified this property for Commercial land uses as allowed in the Development Agreement. As a commercial use, the development shall be required to be consistent with Chapter 17.28, Commercial Zone, of the 1999 Zoning Code. Hotels are a permitted use in the Commercial Zone. The permitted commercial land uses are limited to three stories or 45-feet unless a Special Use Permit is issued to allow for additional height.

The applicant has requested to be allowed a four story building with a total height of approximately 59 feet. The additional height includes the architectural features and roof parapets which is shown in Appendix A of this staff report. This additional height can be allowed with a Special Use Permit per the 1999 Zoning Ordinance.

2. **Compatibility and Compliance**

A. **Compatibility with surrounding uses and zones.**

The following table documents land uses, zoning classifications, and master plan designations for the land at and surrounding the proposed project.

	Land Use	Master Plan Designation	1999 Zoning Code	2015 Zoning Code
Applicant's Land	vacant	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the North	vacant	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the East	vacant & commercial	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the South	commercial	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial
Land to the West	vacant	Industrial	I-2 Heavy Industrial	I2 Heavy Industrial

B. **Compliance with required building height limitations.**

The 1999 Storey County Zoning Ordinance Section 17.28.040 states "No building shall be higher than three (3) stories, not to exceed forty-five (45) feet". Section 17.28.030 states that properties zoned commercial that proposed a permitted use higher than 45 feet in height require a Special Use Permit.

The property is zoned I-2 Heavy Industrial, however, the Development Agreement between Tahoe Reno Industrial Center and Storey County states that along with the land uses listed in the I-2 Heavy Industrial Zoning, uses listed in the I-1, Light Industrial, and C, Commercial, along with a list of similar uses, may be permitted within the I-2 zoning. The Development Agreement allows for ten percent of the area of the Tahoe Reno Industrial Center to be developed as a commercial uses. This parcel has been identified as a commercial property, and as such, is developed to the commercial standards identified for commercial zoning in the 1999 Zoning Ordinance.

The surrounding I-2 Heavy Industrial zoning allows for building heights of 6 stories or 75 feet in height without the requirement for a Special Use Permit. If the site was to be developed with an industrial use, the height could extend as high as 75 feet.

- C. **Compliance with required setbacks.** The 1999 Storey County Zoning Ordinance Section 17.28.050 states no front or side yard setback is required and a ten foot rear setback is required. The proposed development is consistent with this requirement.
- D. **General use allowances and restrictions.** The 1999 Storey County Code Section 17.62, Special Uses (which refers to Section 17.60) identifies the administration for the Board and Planning Commission for allowing special use permits. The additional height beyond three stories and 45 feet in height is subject to a Special Use Permit. Approval of a Special Use Permit "may only be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution and under such conditions as the board may deem necessary to assure that the general purpose and intent of this ordinance will be observed, public safety and welfare secured and substantial justice done." The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed in Section 3 of this staff report are the minimum to be cited in an approval.
- E. **Conformance with the 2016 Storey County Master Plan.** This project is located within the Tahoe-Reno Industrial Center which the Master Plan states "provides for light industrial, heavy industrial, commercial, and industrial commercial uses and zones pursuant to the Development Agreement between Storey County and the Tahoe-Reno Industrial Center, LLC." The property and the Tahoe-Reno Industrial Center are located in the McCarran Area Plan which the Master Plan states "depicts a homogenous planned industrial center located toward the north-central part of Storey County nine miles east of Lockwood. It is home to the Tahoe-Reno Industrial Center and is dedicated solely to manufacturing, utility power production, warehousing and distribution, and other heavy- and light-industrial, and commercial uses. The industrial center has grown to become a major regional hub for distribution, alternative energy production, digital data management, and highly intensive and experimental industries." The proposed hotel has been identified as a desired use by the Tahoe-Reno Industrial Center as a needed commercial use to serve surrounding properties. The additional height will provide an additional floor of hotel units than what would be permitted without the Special Use Permit.

3. Findings of Fact

- A. **Motion for approval.** The following Findings of Fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
 - (1) This approval is for Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located

at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

- (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
- (3) The subject property is located within an existing mixed use industrial and commercial neighborhood in the McCarran area of Storey County. The zoning is based on the 1999 Storey County Zoning Ordinance which identifies this property as I-2 Heavy Industrial. The Tahoe-Reno Industrial Center has identified this parcel as eligible for commercial uses as allowed by the Development Agreement and as such follows the zoning requirements for Commercial zoning. The additional height for this structure is consistent with what would be permitted for adjacent industrial land uses.
- (4) Granting of the Special Use Permit, with the conditions of approval listed in Section 4 of this report, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to building and fire plan review in order to ensure compliance with federal, state and other codes.
- (5) The Special Use Permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.
- (6) The conditions under the Special Use Permit do not conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial, 17.28 Commercial, and 17.62 Special Uses.
- (7) Granting of the Special Use Permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

B. **Motion for denial.** Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.

- (1) This denial is for Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located

at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

- (2) The conditions under the Special Use Permit conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial, 17.28 C - Commercial, and 17.62 Special Uses.
- (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. Recommended Conditions of Approval

- A. **Special Use Permit.** This approval is for Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.
- B. **Requirements.** The Permit Holder shall apply for all required permits and licenses, including building and fire permits, for the project within 24 months from the date of final approval of this Special Use Permit, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This permit shall remain valid as long as the Permit Holder, its heirs, assigns, or successors remain in compliance with the terms of this permit and Storey County, Nevada State, and federal regulations.
- C. **Permit Contents.** This permit incorporates by reference the standards, objectives, conditions, terms and requirements of all plans, including the operating plan, safety plan and training plan, to be submitted separately from this permit. The requirements of all submitted plan, along with support material submitted with the application, become part of this Special Use Permit.
- D. **Taxes.** Before obtaining a building permit, the Permit Holder must show the building department valid evidence that all property taxes on the land are paid-to-date.
- E. **Separate Permits Required.** This Special Use Permit shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and building permit will be required
- F. **Legal Responsibility.** Issuance of this permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.
- G. **State/Federal Taxes.** Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project should be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of

Taxation form TXR-01.01 'Sales/Use Tax Return'. Proof of appropriate reporting is required prior to a 'Certificate of Occupancy' being issued.

- H. **Fire.** The applicant shall meet all regulations identified by the Storey County Fire Protection District for development of this property. The project shall be evaluated for inclusion in the respiratory consortium, the hose and nozzle consortium, ladder reimbursement consortium and/or foam consortium. The Fire Protection District shall have the final authority on participation.

5. Public Comment

As of March 6, 2018, Staff has not received any comments from the public.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains two motions from which to choose. The motion for approval is recommended by staff and the Planning Commission in accordance with the Findings of Fact under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval

In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

B. Alternative motion for denial

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to deny Special Use Permit 2018-008, a request by the applicant Evergreen Reno Industrial

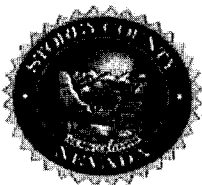
Park, LLC, to construct a hotel with additional height beyond the allowed 3 stories or 45 feet in height. The proposed hotel will be four stories and approximately 59 feet in height. The subject property is located at 691 Britain Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 005-041-57.

REPORT

1964

END

1964



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3-20-18

Estimate of time required: 0 - 5

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

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

2. **Recommended motion:** Approval

3. **Prepared by:** 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.

32

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

March 12, 2018
Via email

Please add the following item(s) to the **March 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

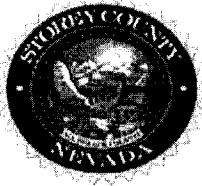
SECOND READINGS

- A. 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. TOP DOG CARPRT CLEANING** – Home business / 210 S. O St ~ Virginia City, 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: 03/20/18

Estimate of time required: 60 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Call to order closed session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/AFSCME 4041 Comstock Chapter. Discussion will be limited to Appendix A of the 2016-2019 collective bargaining agreement pertaining to wages for building inspectors and fire prevention officers, and other properly related article(s) of the agreement. This meeting will commence immediately following the regular meeting of the board.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** In accordance with NRS 288 and the existing bargaining agreement, management proposes to discuss potential wage, classification, and job description modifications with the proposed consolidation of certain building and fire inspection functions, knowledge, skills, and abilities.

5. **Supporting materials:** Draft job descriptions including Fire Inspector Trainee, Fire Inspector I, Fire Inspector II, Building Inspector Trainee, Building Inspector I, Building Inspector II, Senior Inspector III, and Senior Inspector IV; bargaining agreement Appendix A; and draft regional compensation survey of like positions. These materials will be brought to the meeting for review.


6. **Fiscal impact:**

Funds Available: n/a Fund: _____ Comptroller

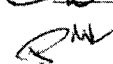
7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 03/20/18

Estimate of time required: 30 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Call to order closed session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employees' Association/NAPSO. Discussion will be limited to amending Appendix B of the 2017-2020 collective bargaining agreement pertaining to wages for certain employees promoted to Sergeant in 2016 and Deputies hired in 2011 and other properly related matters of the agreement. This meeting will commence immediately following the regular meeting of the county commission.

2. **Recommended motion:** No action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** Management and the union identified certain structural elements in the existing bargaining agreement that may result in unintended wage chart placement for employees identified in the agreement as Sergeants promoted to that position in 2016 and Deputies hired in 2011.

5. **Supporting materials:** CBA Appendices A and B.

6. **Fiscal impact:**

Funds Available: n/a 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
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

APPENDIX A: WAGE AND STEP SCHEDULE (2017 – 2020 Collective Bargaining Agreement Between SCSOEA & Storey County)

Article 7 Compensation and Appendix B provide comprehensive discussion on the following chart.

Wage and Step Schedule													
Class & Year	Merit Steps General										Merit steps incorporating past and future COLAs.		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11 (2.5%)	Step 12 (2.0%)	Step 13 (2.0%)
Deputy	44,650	46,525	48,479	50,515	52,637	54,848	57,151	59,552	62,053	64,659	70,214	71,618	73,051
Corporal	46,882	48,851	50,903	53,041	55,268	57,590	60,008	62,529	65,155	67,892	73,689	75,172	76,675
Sergeant	51,347	53,504	55,751	58,092	60,532	63,074	65,724	68,484	71,360	74,357	81,510	83,140	84,803

Appendix B: Steps, Grades, and Movements**General Provisions 2017 - 2020**

1. Steps 11, 12, and 13, and other movements described in this article, adjust and account for subject employees' past COLAs. Therefore, effective July 1, 2017, and after the described movement occurs, all employees in the bargaining unit will be paid the base amount indicated in the chart, and past COLAs will not be calculated or added to wages.
2. The anniversary date for each employee will remain unchanged by the chart movements described in this article.
3. This agreement becomes effective July 1, 2017, at 12:01 a.m. Employees who have anniversary dates on July 1 will for the 2017-2018 period advance to their next merit step at their next anniversary date period, that being in the following year. Wage chart adjustments described in this agreement become effective during the described period.
4. There is one pay chart in this agreement, and it is contained in Appendix A.
5. Movements described in this article also account for migrating employees from the 2014-2017 agreement "Appendix B" pay chart to the 2017-2020 agreement one-chart system.
6. An employee who promotes from Deputy to Corporal will receive no less than a 5 percent increase in base pay shown in the chart. An employee who promotes from any position in this agreement to Sergeant will receive no less than a 10 percent increase in base pay shown in the chart.
7. The term "hired" means hired into the bargaining unit subject to this agreement.
8. Employees hired into the bargaining unit on or after January 1, 2012, may advance no further than step 10 in the chart. Step 10 in the chart is the "cap" for those employees. This system differentiates employees who received past COLAs from those who did not receive past COLAs. The following demonstrates examples, but is not exhaustive:
 - a. An employee hired on or before December 31, 2011, may advance beyond step 10 where provided for in this agreement.
 - b. An employee hired on or after January 1, 2012, is "capped" at step 10.
 - c. An employee hired as a Deputy, Corporal, or Sergeant on or after January 1, 2012, but who was employed as a Reserve Deputy, Corrections Officer, or other non-bargaining unit position prior to that period, is "capped" at step 10.
 - d. An employee who was hired as a Deputy or Corporal on or before December 31, 2011, and who promoted to Sergeant after that period may advance beyond step 10 where provided for in this article.
 - e. An employee who was hired as a Deputy or Corporal on or before December 31, 2011, and who promoted to Sergeant after that period, but then was demoted back to Deputy or Corporal for non-disciplinary reasons, may advance beyond step 10 where provided for in this article.
 - f. An employee who was hired as a Deputy or Corporal on or after January 1, 2012, and who promoted to Sergeant after that period, but then was demoted back to Deputy or Corporal for non-disciplinary reasons, will remain "capped" at step 10.

2017 – 2018 Period

1. On July 1, 2017 all employees at step 7 advance to step 11 in the chart. The employees must be at step 7 on June 30, 2017, no later, to receive this advancement.
(Step 11 incorporates a 2.5 percent COLA increase for the 2017-2018 year.)
2. On July 1, 2017, employees hired or promoted to Sergeant in 2016 are placed at step 10 in the chart. These employees are “capped” at step 10.
3. On July 1, 2017, Deputies hired in 2011 advance to step 9 in the chart. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step. These employees are “capped” at step 10.
4. On July 1, 2017, Deputies hired to the bargaining unit between July and December of 2012 advance to step 8 in the chart. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.
5. On July 1, 2017, Deputies hired to the bargaining unit between January and July of 2012 advance to step 6 in the chart on their anniversary date and upon successfully earning merit step.
6. On July 1, 2017, Deputies hired in 2014 will be placed at step 3 in the chart. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.
7. On July 1, 2017, Deputies hired after 2014 will be placed at their current step in the chart. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.
8. Employees will advance to the next step on the chart on their anniversary date and upon successfully earning merit step in accordance with this agreement.

2018 – 2019 Period

1. Step 11 employees (from above) advance to step 12 on their anniversary date and upon successfully earning merit step.
(Step 12 incorporates a 2.0 percent COLA increase for the 2018-2019 year.)
2. Employees hired or promoted to Sergeant in 2016 are “capped” at step 10 and may advance no further in the chart.
3. Employees hired in 2011 will advance to the next step in the chart on their anniversary date and upon successfully earning merit step. These employees are “capped” at step 10.
4. On July 1, 2018, Deputies hired between July and December of 2012 advance to step 9 in the chart. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.
5. On July 1, 2017, Deputies hired to the bargaining unit between January and July of 2012 advance to step 7 in the chart on their anniversary date and upon successfully earning merit step.
6. Deputies hired in 2014 advance to the next step on their anniversary date and upon successfully earning merit step. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.

7. Deputies hired after 2014 advance to the next step on their anniversary date and upon successfully earning merit step. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.

2019 – 2020 Period

1. Step 12 employees (from above) advance to step 13 on their anniversary date and upon successfully earning merit step.
(Step 13 incorporates a 2.0 percent COLA increase for the 2019-2020 year.)
2. Employees hired or promoted to Sergeant in 2016 are “capped” at step 10 and may advance no further in the chart.
3. Employees hired in 2011 are capped at step 10 and may advance no further in the chart. These employees will be paid an extra amount equaling 2.0 percent of their base wages during the 2019-2020 period. This is a one-year only payment that does not count and is not added to the employee’s pay after the 2019-2020 period. This pay will be counted toward establishing the employees’ regular rate and PERS contribution for the entire year.
4. On July 1, 2018, Deputies hired between July and December of 2012 are “capped” at step 10 and may advance no further in the chart.
5. On July 1, 2017, Deputies hired to the bargaining unit between January and July of 2012 advance to step 8 in the chart on their anniversary date and upon successfully earning merit step.
6. Deputies hired in 2014 advance to the next step on their anniversary date and upon successfully earning merit step. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.
7. Deputies hired after 2014 advance to the next step on their anniversary date and upon successfully earning merit step. These employees will advance to the next step in the chart on their anniversary date and upon successfully earning merit step.