



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

8/21/2018 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 August 21, 2018.

4. CONSENT AGENDA

I For possible action, approval of update to Storey County Administrative Policies and Procedures including Policy 1001 Disciplinary Action and Appeals, and adding Policy 1000 Investigations of Alleged Misconduct.

II For possible action, approval of Treasurer's Report for July 2018.

III For possible action, approval of business license first readings:

A. BLOCKCHAINS MANAGEMENT, INC - General / 610 Waltham Way ~ Sparks, NV

B. INTERIOR SPECIALISTS, INC - Contractor / 10 Bunsen ~ Irvine, CA

C. SNVRE, INC - General / 6990 S. McCarran Blvd ~ Reno, NV

D. EL PAISANOS - General / 125 E 2nd Ave ~ Sun Valley, NV

E. ANTON PAAR USA, INC - General / 10215 Timber Ridge Dr ~ Ashland, VA

F. CALTROL INC - General / 1385 Pama Lane ~ Las Vegas, NV

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

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

7. RECESS TO CONVENE AS STOREY COUNTY 474 FIRE PROTECTION DISTRICT BOARD

8. DISCUSSION/POSSIBLE ACTION:

Approve a contract between the Carson City and the Storey County Fire Protection District for use of the Regional Fire Training Facility.

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

10. DISCUSSION/POSSIBLE ACTION:

(Continued from July 3 and August 7, 2018, board meeting.) Consideration of letters of interest and appointment of a planning commissioner to fill the vacancy and serve the remainder of the term representing Precinct 1 Virginia City on the Storey County Planning Commission.

11. DISCUSSION/POSSIBLE ACTION:

(Continued from August 7, 2018) Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC for the extension of Milan Drive in the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada.

12. DISCUSSION/POSSIBLE ACTION:

Second reading of Ordinance No. 18-285 an ordinance amending chapter 2.44 of the Storey County Code re-establishing the Storey County Regional Transportation Commission, removing redundant provisions from Chapter 3.80 of the Storey County Code, and providing for other matters properly related thereto.

13. DISCUSSION/POSSIBLE ACTION:

Second reading of Ordinance No. 18-286 an ordinance amending chapter 2.12 of the Storey County Code providing for the creation, duties, and powers of the Planning Commission, and other properly related matters.

14. DISCUSSION/POSSIBLE ACTION:

Second reading of Ordinance No. 18-288 an ordinance adding chapter 2.22 to the Storey County Code establishing a procedure for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board and providing for other matters properly related thereto.

15. DISCUSSION/POSSIBLE ACTION:

Modification to the Tahoe-Reno Industrial Center, LLC - Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom a portion of parcel defined in Exhibit A hereto "Deannexed Property" (APN 005-031-01) and located at McCarran, Storey County, Nevada.

16. DISCUSSION/POSSIBLE ACTION:

Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC certain real property located at APN 005-061-01 Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, described in "Exhibit A" attached hereto.

17. DISCUSSION/POSSIBLE ACTION:

Approval of business license second readings:

A. INTEGRATED MANUFACTURING & SUPPLY - Contractor / 620 Orvis Ave ~ San Jose, CA

B. AKAZAWA MACHINE CO.,LTD - General / 2-10-6 Tohgo Dohri ~ Osaka, JP

C. EVOQUA WATER TECHNOLOGIES, LLC - General / 210 Sixth Ave ~ Pittsburgh, PA

D. PETERSEN DEAN INC - Contractor / 39300 Civic Center Dr ~ Fremont, CA

E. DANIEL W. PHETTEPLACE, DBA: THE ELECTRICIAN - Contractor / 1275 Kleppe ~ Sparks, NV

F. GAEA GLOBAL TECHNOLOGIES, INC - General / 317 Whitcliff Ct ~ San Ramon, CA

G. ASPEN DEVELOPERS CORP - Contractor / 2340 E. 5th St ~ Reno, NV
H. CUMMINS INC - General / 390 Intercresent St ~ Broomfield, Co
I. AEGIS ENGINEERING AND MNGMNT GROUP - General / 18601 LBJ Fwy ~ Mesquite, TX
J. NORMAN S. WRIGHT MECH,EQUIP - Contractor / 99A South Hill Dr ~ Brisbane, CA
K. BERIAH VETTER, DBA: VETTER WERKS - Home / 131 Elizabeth Ln ~ Dayton, NV
L. FUKAMI MANUFACTURING CO - General / 1121-1 Yamada ~ Gifu, JP
M. FARR WEST ENGINEERING - General / 5510 Longley Lane ~ Reno, NV
N. ZION BUILDERS INC - Contractor / 1170 Marietta Way ~ Sparks, NV
O. JOLT ELECTRIC LLC - Contractor / 152 Pebble Dr ~ Dayton, NV
P. USA SCALES, INC - General / 5401 Byron Hot Springs Rd ~ Byron, CA
Q. SUPERIOR TANK CO - Contractor / 9500 Lucas Ranch Rd ~ Bakersfield, CA
R. STEVEN GREEN - Home / 5438 Comstock Rd ~ Placerville, CA
S. MAYA'S SOUTH INDIAN CUISINE - General / 9655 Frankwood Dr ~ Reno, NV
T. AMIAD USA, INC - General / 120 Talbot Road ~ Mooresville, NC
U. AI SYSTEMS CO.,LTD - General / 11-18 Motomachi ~ Osaka, JP
V. WTR ELECTRIC INC - Contractor / 6005 Hockberry ~ Reno, NV
W. COMINIX U.S.A. INC - General / 990 Hammond Dr ~ Atlanta, GA
X. HOLDIAY ENTERPRISES - Home / 2331 Empire Rd ~ Reno, NV
Y. WELSCO DRILLING CORP - Contractor / 2510 Beasley Dr ~ Fallon, NV
Z. POGGEMEYER DESIGN GROUP INC - General / 6960 Smoke Ranch Rd ~ Las Vegas, NV

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

19. **ADJOURNMENT**

NOTICE:

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

income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 8/15/2018; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 15 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Discussion/Possible Action. Update to Storey County Administrative Policies and Procedures including Policy 1001 Disciplinary Action and Appeals, and adding Policy 1000 Investigations of Alleged Misconduct.
2. **Recommended motion:** Based on the recommendation by staff and in conformance with the Storey County Administrative Policies and Procedures, I [commissioner] motion to approve the amendments to Storey County Administrative Policies including Policy 1001 Disciplinary Action and Appeals, and adding Policy 1000 Investigations of Alleged Misconduct.
3. **Prepared by:** Austin Osborne

Department: Human Resources **Telephone:** 847-0968
4. **Staff summary:** The purpose of the Storey County Administrative Policies and Procedures is to establish authority to implement the personnel program on a consistent basis. The Policies and Procedures require that review and necessary updates occur every five years and otherwise as needed.
5. **Supporting materials:** Enclosed markup policy updates.
6. **Fiscal impact:** None on local government.

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 1000
EFFECTIVE DATE: 08/21/18
REVISED:
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: INVESTIGATIONS OF ALLEGED MISCONDUCT

POLICY: *To perform and manage investigations of complaints of harassment, discrimination, retaliation, and safety and ethical allegations of misconduct in a timely manner in order to ensure that prohibited actions and behaviors cease immediately and in order to protect the parties involved in the investigation process.*

1.1 Purpose

When an employee makes an informal or formal complaint, the employer will take prompt steps to stop the alleged conflict, protect involved parties, and begin investigations. Under many laws (e.g., Title VII, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Occupational Safety and Health Act (OSHA), the Sarbanes-Oxley Act, state and local nondiscrimination laws), employers are legally obligated to investigate complaints (harassment, discrimination, retaliation, safety and ethical) in a timely manner. In addition, reasonable action is required to be taken by the employer to ensure illegal actions and behaviors cease immediately.

Responsiveness to a complaint and an investigation will not only yield the best information and evidence, but it will also enhance both the investigator's and the employer's credibility. Investigations can help the organization identify and resolve internal problems before they become widespread. Storey County takes all complaints seriously, and will conduct appropriate, reasonable, and prompt investigations.

1.2 Investigation Process

No investigation should be undertaken without the Administrative Officer and/or Personnel Director. The following steps will be taken as soon as the employer receives a verbal or written complaint that warrants an investigation.

a. Maintain Confidentiality

The employer will protect the confidentiality of employee claims to the best of its ability as required by law. At the same time, the employer must conduct a prompt and an effective investigation. It may not be possible to keep all information completely confidential. The employer should explain to the complaining party and all individuals involved in the investigation that all information gathered will remain confidential to the extent possible for a thorough investigation. It should also be explained that to conduct a prompt and effective investigation, some information may be revealed to the accused and potential witnesses, but that information will be shared only on a "need to know" basis. An employer cannot promise absolute confidentiality to any party involved in the investigation.

b. Provide Interim Protection

The employer may take immediate measures for the protection of the accuser or the alleged victim. Separating the alleged victim from the accused may be done to guard against continued harassment or retaliation. Actions such as a schedule changes, transfers, or leave of absence may be necessary, and are not done for retaliatory purposes.

In certain instances where an elected official is accused of misconduct against an employee of his/hers and where s/he refuses to make changes to his/her schedule or otherwise create separation from the complainant in the workplace, and there is a need to separate the parties in order to protect the complainant, the complainant may be subject to temporary schedule changes, transfers, or leave of absence during the investigation. The employer and the accuser must attempt to work together to arrive at an amenable solution.

The status of protective action may be changed at any time by the Administrative Officer and/or Personnel Director during the investigation.

c. Select an Investigator

An investigator will be chosen by the Administrative Officer and/or Personnel Director in conjunction with the County Manager or other appropriate personnel, such as the District Attorney.

The employer may use the resources of experienced HR professionals, internal security, legal counsel (inside or outside), a third-party investigator, or the employer may use a team approach.

1.3 Determination

Upon receipt of the completed investigation report, the Administrative Officer and/or Personnel Director will review the entire investigative file, the employee's personnel file, and any other relevant materials. The Administrative Officer and/or Personnel Director may return the entire investigation to the assigned investigator for further investigation of action. Once the investigation report is to the satisfaction of the Administrative Officer and/or Personnel Director, s/he will review the report and its findings, and will provide to the department head, County Manager, or other appropriate person potentially taking disciplinary action against the employee.

Any decisions to impose disciplinary action against any regular employee must conform to the procedures set forth in Policy 1001 Disciplinary Action and Appeals.

1.4 Closure of Investigation

Once a decision is made, the Personnel Director and/or Administrative Officer will notify both the complainant and the accused that the investigation is complete, that the employer took the

complaint seriously, and that the employer took appropriate action. The employer is not obligated to disclose to the complainant what actions were taken against the accused.

The Administrative Officer and/or Personnel Director should set a time frame to follow up with the complainant to ensure there are no other issues and that no retaliation has been endured. The employer should encourage communication and follow-up until the complainant is comfortable again. Finally, the Administrative Officer and/or Personnel Director should remind all parties to preserve confidentiality as appropriate.

When necessary, the employer must take reasonable action that is appropriate to the situation.

1.5 Archiving

The Administrative Officer and/or Personnel Director will maintain confidentiality of all materials related to the investigation and will store the materials separately from the employee's personnel file.

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

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 1001
EFFECTIVE DATE: 01-06-09
REVISED: 08-03-10
REVISED: 4-05-11/08-21-18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: DISCIPLINARY ACTIONS AND APPEALS

POLICY: ~~Discipline and Appeal~~ *Storey County takes seriously all complaints of misconduct in accordance with its policies. Storey County will accept and address all complaints of misconduct in accordance with this policy. It is also the policy of the county to ensure that complaints of misconduct can be reported without concern for reprisal or retaliation.*

1.1 Purpose

This policy provides guidelines for noticing potential discipline, providing due process, disciplining, and providing for appeals of discipline in a justified and fair manner. Investigations of alleged misconduct will conform to Policy 1000 Investigations of Alleged Misconduct. This policy, except Sections 1.2 and 1.3 does not apply to elected officials, department heads, or the County Manager, and it is not intended to create due process rights for those specific individuals. Department heads and the County Manager are at-will employees, and nothing in this policy is intended to create due process rights for those individuals.

1.2 Justification for Discipline

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

- a. Conduct unbecoming an employee in the employer's service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the employer or erodes the public confidence in the employer.
- b. Falsification of or making a material omission on forms, records, or reports including applications, time cards, and other employer records.
- c. Absence from work without permission or without notification to an appropriate supervisor or manager, habitual absence or tardiness, or misuse of sick leave.
- d. Unauthorized possession, removal, or use of the employer's property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
- e. Disseminating confidential information to unauthorized persons within and outside the workplace.
- f. Insubordination, refusing to follow directions, or other disrespectful conduct directed toward a supervisor or manager.

- g. Sexual harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the employer, or anyone present on premises owned or controlled by the employer.
- h. Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
- i. Possession or inappropriate use of drugs or alcohol on property owned or controlled by the employer or while on duty or during an on-call status.
- j. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the employer.
- k. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
- l. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
- m. Willfully or intentionally violating or failing to comply with the employer's policies, rules, regulations, and/or procedures.
- n. Unsatisfactory work performance.
- o. Failure to demonstrate professionalism, courtesy, tact, and discretion in all interactions with coworkers, supervisors, and the public; use common sense discretion; remain safe, socially moral, lawful, affective, adaptive, and efficient.

1.3 Forms of Disciplinary Action

- a. Disciplinary action includes, but is not limited to, one or more of the following:
 - i. Verbal warning (document time, date, and subject)
 - ii. Written reprimand
 - iii. Suspension (~~*See note below~~)
 - iv. Pay reduction
 - v. Demotion
 - vi. Termination (Reference: Section D Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns and Unincorporated Towns)
- b. ~~An Elected Official, Dept. Head or Supervisor~~ department head who is intending to administer disciplinary action of the above items ~~B.1(e-f) 1.3(a)(iii-vi)~~ shall first consult with the ~~County~~ Administrative Officer and/or Personnel Director ~~or the County Manager~~ before any action is taken, ~~this is to insure~~ in order to ensure that all policies and procedures have been followed correctly.
- c. Employees' signed copies of the above items section ~~B.1, (a-f) 1.3(a)(i-vi)~~ must be placed in employees master personnel file, and a copy provided to employees. The discipline will remain in the employee's master personnel file for the following durations or otherwise if specified in a collective bargaining agreement, and in accordance with records retention statutes. When the discipline is eligible to be removed

from the master personnel file, the employee may submit a request in writing to the Human Resources office for the file to be removed from that file. The Human Resources office will have 30 days from receipt of the request to remove the discipline subject to removal.

- i. Verbal warning – 12 months;
 - ii. Written reprimand – 18 months;
 - iii. Suspension – 24 months;
 - iv. Pay reduction – permanent;
 - v. Demotion – permanent;
 - vi. Termination – permanent.
- d. ~~*Note:~~ FLSA Exempt employees are subject to the following rules regarding disciplinary pay deductions and unpaid suspensions:
- i. Pay deductions may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.
 - ii. Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments.
 - iii. Suspensions for performance issues must be made in full-week increments.

1.4 Investigation

An investigation of any employee may be conducted in response to a complaint or allegation that the employee engaged in activities that violated county administrative policies. The investigation will be performed in accordance with Policy 1000 Investigations of Alleged Misconduct.

1.5 Due Process

Unless designated otherwise in a contract or collective bargaining agreement, prior to taking disciplinary action involving suspension reduction in pay, demotion, or termination against ~~any~~ regular an employee, the employer will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action.

A. ~~Written~~ Notice of Intent to Discipline

Unless designated otherwise in a contract or collective bargaining agreement, in ~~In~~ situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

1. The nature of the disciplinary action proposed;
2. The effective date of the proposed disciplinary action;
3. A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
4. A statement advising the employee of his/her right to file a written response, or to submit a written request for a pre-disciplinary conference with the Personnel Director and/or Administrative Officer within ~~five (5)~~ work days of receipt of the notice of proposed disciplinary action; and
5. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal. (Reference: Section ~~D-1.6~~ Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns and ~~Unincorporated Towns Pursuant to NRS~~)

B. Employee Review of Allegation and Evidence

If the regular employee requests, s/he will be given the opportunity, as soon as practical, to review the documents or other evidence, if any (except for ~~confidential and attorney-client~~ privileged documents), on which the proposed disciplinary action is based. If the employee requests, the ~~employer~~ Administrative Officer and/or Personnel Director will provide a copy of the documents used to support the proposed disciplinary action, including names of witnesses.

The Administrative Officer and/or Personnel Director may choose to restrict the employee to "in-camera" (in chambers) review only, in which s/he may review the documents under close supervision of the Administrative Officer and/or Personnel Director, or his/her designee, may be allowed to take notes, but may not be allowed to photocopy, photograph, video, record, duplicate, or otherwise keep the documents or materials. The employee may have up to two representative present during the review and the representative(s) may review the documents with the employee, as allowed by the employee, under the same restrictions.

C. Pre-Disciplinary Conference Prior to Implementation

When the ~~regular~~ employee requests a conference after receipt of the proposed disciplinary ~~process~~ action, but prior to any disciplinary action being imposed, the Personnel Director and/or Administrative Officer will schedule a meeting with the employee and his/her representative(s) (if the employee requests a representative(s) be present) and the department head in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the ~~employer~~ department head and

the Administrative Officer and/or Personnel Director will also provide the employee with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

The pre-disciplinary process is intended to provide the employee with an opportunity to present a written or oral response to the department head and the Administrative Officer and/or Personnel Director after having the opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee must consider the following:

1. The response is not intended to be an adversarial or formal hearing;
2. Although the employee may be represented by one or more uninjured representative and/or by legal counsel, the response is not designed to be accommodate the presentation of testimony or witnesses;
3. The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the department head and the Administrative Officer and/or Personnel Director to consider;
4. In the event that the Administrative Officer and/or Personnel Director elects to cause further investigation to be conducted, the employee will be provided with the results prior to the imposition of any discipline;
5. The employee may, thereafter, have the opportunity to further respond orally or in writing to the department head and the Administrative Officer and/or Personnel Director on the limited issues of information raised in any subsequent materials.

D. Implementation of Discipline

No later than ~~five (5)~~ work days from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the ~~Personnel Director and/or Administrative Officer~~ department head, after consultation with the Administrative Officer and/or Personnel Director, will issue a written decision to the affected employee. The written decision will inform the employee that:

1. The proposed disciplinary action will be implemented; or
2. The proposed disciplinary action will be modified, with an explanation; or
3. The proposed disciplinary action is rescinded, with an explanation; or
4. That additional time is needed for the employer to review new evidence and/or to interview additional witnesses brought forth by the employee during the pre-disciplinary conference [see section (C) Pre-Disciplinary Conference].

Nothing in this policy, regardless of whether discipline is or is not administered, shall preclude or prevent the department head or the Administrative Officer and/or Personnel Director from requiring the subject employee to undergo additional training and professional development, participate in an Employee Assistance Program (EAP) to address job-related matters and consistence with business necessity, or undergo follow-up or ongoing consultation with the Human Resources office or other employee improvement program that is intended to correct and improve employee behavior or performance.

E. Resignation or Retirement Prior to Discipline

In the event that the accused employee tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself will not serve as the grounds for the termination of any pending investigation or discipline.

F. Appeal

1. The affected ~~regular-classified~~ employee may appeal the disciplinary action to the County Manager by filing a written appeal with the Personnel Director and/or Administrative Officer within ~~five (5)~~ work days of the effective date of the disciplinary action.

In the event that a conflict of interest exists with the County Manager in the case involving discipline, the Personnel Director and/or Administrative Officer will seek a qualified County Manager or City Manager from an outside jurisdiction, preferably a county with reasonably similar staff numbers and other organizational characteristics to Storey County, located in the State of Nevada, to serve as the appellate.

2. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within ~~the prescribed time limit 5 work days as shown in subsection (1) above~~, s/he is deemed to have waived the right to appeal. (Reference: Section ~~D-1.6~~ Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns and Unincorporated Towns Pursuant to NRS.)
3. After ~~an~~ the employee has submitted a timely appeal to the Personnel Director and/or Administrative Officer, the Personnel Director and/or Administrative Officer will set a date for a disciplinary appeal hearing. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The County Manager will issue to the parties a decision within 5 work days following such hearing. ~~within five (5) work days~~. The decision of the County Manager is final and may only be appealed as provided for in a collective bargaining agreement or as provided under NRS 245.065. ~~(Counties) or NRS 268.405 (Cities) or NRS 269.083 (Unincorporated Towns).~~

1.6 Public Hearing for Dismissed Employees Pursuant to NRS of Counties, Cities and Incorporated Towns, and Unincorporated Towns

Statutes for counties (NRS 245.065), cities and incorporated towns (NRS 268.405), and unincorporated towns (NRS 269.083) provide for a public hearing for a dismissed employee who has been employed for 12 months or more (except those employees exempted from the merit system, i.e., city/county manager, city/county administrator, department heads). Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process

before requesting a public hearing. The employee must request in writing the public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

In accordance with NRS 245.065, when an employee of a county other than a department head or county manager who has been employed by the county for 12 or more months is dismissed from employment, the employee may request within 15 days of the date of dismissal a written statement specifically setting forth the reasons for the dismissal. Within 15 days of the date of the request the employee so dismissed shall be furnished the written statement. Within 30 days after receipt of the written statement, the dismissed employee may, in writing, request a public hearing before the board of county commissioners to determine the reasonableness of the action. The board of county commissioners shall grant the dismissed employee a public hearing within 15 days after receipt of the written request. At the public hearing, technical rules of evidence do not apply. Such dismissed employee is not required to utilize the established pre-disciplinary conference and appeal process in this policy before requesting a public hearing.

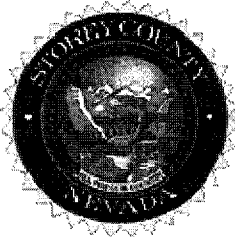
1.7 Administrative Leave During Disciplinary Proceeding

By notifying the employee in writing, the ~~employer~~ Administrative Officer and/or Personnel Director may place an employee (classified or unclassified) on administrative leave, with or without pay pending an investigation of alleged misconduct or performance deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without disciplinary action being imposed will be reimbursed for any pay and benefits lost during the administrative leave.

1.8 False Accusations

An employee who has been found to have intentionally filed a false report of wrongdoing may be subject to discipline up to and including termination.

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



Storey County Board of County Commissioners

Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of Treasurer's Report for July 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:** Report is attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** \$0
7. **Legal review required:** No
8. **Reviewed by:**

_____ Department Head

Department Name: Treasurer

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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

July 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
2007/2008															\$ -
2008/2009															\$ -
2009/2010															\$ -
2010/2011	74.44		\$ 31.50	\$ 6.08	\$ 2.10	\$ 7.13	\$ 0.41	\$ 0.63	\$ 0.20	\$ 22.88	\$ 54.63				\$ 200.00
2011/2012															\$ -
2012/2013															\$ -
2013/2014															\$ -
2014/2015	5.33		\$ 2.20	\$ 0.39	\$ 0.14	\$ 0.52	\$ 0.04	\$ 0.05	\$ 0.02	\$ 1.66	\$ 7.75				\$ 18.10
2015/2016	494.39		\$ 209.47	\$ 40.41	\$ 13.96	\$ 47.47	\$ 2.80	\$ 4.19	\$ 1.14	\$ 152.10	\$ 338.20				\$ 1,304.13
Special Assess															\$ -
Total 2015/2016	494.39		\$ 209.47	\$ 40.41	\$ 13.96	\$ 47.47	\$ 2.80	\$ 4.19	\$ 1.14	\$ 152.10	\$ 338.20				\$ 1,304.13
2016/2017	385.37		\$ 163.11	\$ 31.47	\$ 10.87	\$ 36.96	\$ 2.18	\$ 3.27	\$ 0.98	\$ 118.43	\$ 204.73				\$ -
Special Assess															\$ -
Total 2016/2017	385.37		\$ 163.11	\$ 31.47	\$ 10.87	\$ 36.96	\$ 2.18	\$ 3.27	\$ 0.98	\$ 118.43	\$ 204.73				\$ -
Subtotal	959.53		\$ 406.28	\$ 78.35	\$ 27.07	\$ 92.08	\$ 5.43	\$ 8.14	\$ 2.34	\$ 295.07	\$ 605.31				\$ 957.37
2017/2018	1,056.35		\$ 1,135.67	\$ 927.82	\$ 179.00	\$ 209.09	\$ 12.06	\$ 18.53	\$ 5.60	\$ 673.71	\$ 459.18				\$ 2,479.60
Special Assess															\$ -
Total 2017/2018	1,056.35		\$ 1,135.67	\$ 927.82	\$ 179.00	\$ 209.09	\$ 12.06	\$ 18.53	\$ 5.60	\$ 673.71	\$ 459.18				\$ -
TOTAL PRIOR	2,015.88		\$ 1,334.10	\$ 257.35	\$ 87.69	\$ 301.17	\$ 17.49	\$ 26.67	\$ 7.94	\$ 968.78	\$ 1,064.49				\$ 4,737.63
2018/2019	257,345.09		\$ 278,789.56	\$ 53,844.57	\$ 18,051.81	\$ 61,225.09	\$ 3,644.96	\$ 5,432.20	\$ 1,661.54	\$ 195,977.06					\$ 7,217.23
Special Assess	20,947.33		\$ 8,866.47	\$ 1,710.64	\$ 591.10	\$ 2,009.73	\$ 118.22	\$ 177.33	\$ 53.20	\$ 6,438.24					\$ 1,256,196.74
TOTAL 18/19	278,292.42		\$ 380,224.86	\$ 55,555.21	\$ 18,642.91	\$ 63,234.82	\$ 3,763.18	\$ 5,609.53	\$ 1,714.74	\$ 202,415.30					\$ 40,912.26
TOTAL SECURED	280,308.30		\$ 381,360.53	\$ 55,812.56	\$ 18,730.60	\$ 63,535.99	\$ 3,780.67	\$ 5,636.20	\$ 1,722.68	\$ 203,384.08	\$ 1,064.49	\$ 90.67			\$ 1,304,416.90
Refund Secured															\$ -
REPORT TOTALS	\$ 280,308.30	\$ 381,360.53	\$ 288,990.13	\$ 55,812.56	\$ 18,730.60	\$ 63,535.99	\$ 3,780.67	\$ 5,636.20	\$ 1,722.68	\$ 203,384.08	\$ 1,064.49	\$ 90.67			\$ 1,304,416.90
ASSESSOR															
2008/2009															\$ -
2009/2010															\$ -
2010/2011															\$ -
2011/2012															\$ -
2012/2013															\$ -
2013/2014	12.21	\$ 278.06	\$ 122.86	\$ 23.71	\$ 8.19	\$ 27.85	\$ 1.64	\$ 2.46	\$ 0.74	\$ 89.21	\$ 123.24	\$ 36.96		\$ 12.32	\$ 739.45
2014/2015	2,099.86	\$ 20,366.70	\$ 9,509.53	\$ 1,834.71	\$ 633.97	\$ 2,155.50	\$ 126.79	\$ 190.18	\$ 57.07	\$ 6,905.20	\$ 9,539.03	\$ 2,861.70		\$ 953.91	\$ 57,234.15
2015/2016	900.98	\$ 3,574.53	\$ 1,894.35	\$ 365.49	\$ 126.25	\$ 429.35	\$ 25.26	\$ 37.90	\$ 11.37	\$ 1,375.56	\$ 1,903.64	\$ 570.05		\$ 190.02	\$ 11,404.75
2016/2017	1,257.43	\$ 3,228.26	\$ 1,898.68	\$ 366.32	\$ 126.57	\$ 430.37	\$ 25.32	\$ 37.98	\$ 11.39	\$ 1,378.71	\$ 1,896.69	\$ 571.36		\$ 190.46	\$ 11,419.54
Subtotal	4,270.48	\$ 27,447.55	\$ 13,425.42	\$ 2,590.23	\$ 894.98	\$ 3,043.07	\$ 179.01	\$ 268.52	\$ 80.57	\$ 9,748.68	\$ 13,462.60	\$ 4,040.07		\$ 1,346.71	\$ 80,797.89
2017/2018	238.47	\$ 52.69	\$ 123.47	\$ 23.82	\$ 8.23	\$ 27.98	\$ 1.64	\$ 2.47	\$ 0.68	\$ 89.66	\$ 50.83	\$ 37.07		\$ 12.38	\$ 669.39
TOTAL PRIOR	4,508.95	\$ 27,500.24	\$ 13,548.89	\$ 2,614.05	\$ 903.21	\$ 3,071.05	\$ 180.65	\$ 270.99	\$ 81.25	\$ 9,838.34	\$ 13,513.43	\$ 4,077.14		\$ 1,359.09	\$ 81,467.28
2018/2019	590.01	\$ 632.93	\$ 517.67	\$ 102.71	\$ 34.53	\$ 117.34	\$ 6.87	\$ 10.32	\$ 3.11	\$ 375.88			\$ 51.99		\$ 2,595.28
Overpayment															\$ -
TOTAL UNSEC	\$ 5,098.96	\$ 28,133.17	\$ 14,066.56	\$ 2,716.76	\$ 937.74	\$ 3,188.39	\$ 187.52	\$ 281.31	\$ 84.36	\$ 10,214.22	\$ 13,513.43	\$ 4,233.06		\$ 1,411.08	\$ 84,066.56
MISC															
PX, PC DIST															\$ -
MX DIST															\$ -
PX DIST															\$ -
PC DIST															\$ -
GRAND TOTAL	\$ 285,407.26	\$ 409,493.70	\$ 303,056.69	\$ 58,529.32	\$ 19,668.34	\$ 66,724.38	\$ 3,968.19	\$ 5,917.51	\$ 1,807.04	\$ 213,598.30	\$ 14,577.92	\$ 4,233.06	\$ 90.67	\$ 1,411.08	\$ 1,388,483.46

STOREY COUNTY TREASURER
TREASURER'S ACCOUNTING
MONTHLY BALANCING SHEET
FOR 07/2018

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
193 WELLS FARGO USDA CASH	.00	.00	.00	.00	.00	.00	.00	.00
194 DISTRICT COURT HOLDING	9,268.32	8,354.14	.00	.00	.00	.00	.00	17,622.46
195 CASH IN BANK	5,823.70	.00	.00	.00	.00	.00	.00	5,823.70
197 BUSINESS BANK CCARDS	.00	.00	.00	.00	.00	.00	.00	.00
198 B OF A PROPERTY SALES	.00	.00	.00	.00	.00	.00	.00	.00
199 WELLS FARGO CC ACCOUNT	8,273,423.55	5,697,212.83	6,060,420.99	1,174,579.10	155.00	.00	.00	6,735,481.29
191 WELLS FARGO MONEY MARKET	7,159,202.50	.00	.00	.00	.00	.00	.00	7,159,202.50
196 STATE LGIP ACCOUNT	8,178,894.70	.00	.00	.00	.00	.00	.00	8,178,894.70
901 OLD COINS	439.30	.00	.00	.00	.00	.00	.00	439.30
903 PETTY CASH	1,100.00	.00	.00	.00	.00	.00	.00	1,100.00
904 PETTY CASH SHERIFF	2,000.00	.00	.00	.00	.00	.00	.00	2,000.00
905 PETTY CASH ASSESSOR	200.00	.00	.00	.00	.00	.00	.00	200.00
001 GENERAL	494,200.77	3,749,652.18	3,658,050.35	747,558.86	155.00	.00	.00	161,911.26
010 INDIGENT MEDICAL	488,557.41	3,968.19	4,120.46	.00	.00	.00	.00	488,405.14
015 INDIGENT ASSISTANCE -TAX	.00	.00	.00	.00	.00	.00	.00	.00
020 ROADS	513,226.08	81,188.65	30,944.33	13,637.05	.00	.00	.00	549,833.35
024 RESTITUTION	766.46	237.06	137.06	.00	.00	.00	.00	866.46
030 FIRE	99,649.54	.00	.00	.00	.00	.00	.00	99,649.54
035 FIRE EMERGENCY	.00	.00	.00	.00	.00	.00	.00	.00
040 FIRE DISTRICT	.00	.00	.00	.00	.00	.00	.00	.00
045 MUTUAL AID	84,876.27	.00	.00	.00	.00	.00	.00	84,876.27
050 SERVICE	43,215.00	.00	.00	.00	.00	.00	.00	43,215.00
060 EQUIPMENT ACQUISITION	619,752.32	19,668.34	.00	.00	.00	.00	.00	639,420.66
070 CAPITAL PROJECTS	1,525,007.76	23,433.01	589,301.42	.00	1,000.00	.00	.00	958,139.35
080 INFRASTRUCTURE FUND	2,165,582.54	28,568.52	.00	.00	.00	.00	.00	2,194,151.06
090 WATER SYSTEM	1,351,139.40	58,922.90	22,497.39	20,643.91	.00	.00	.00	1,366,921.00
100 STABILIZATION	1,000,000.00	.00	.00	.00	.00	.00	.00	1,000,000.00
110 TOWN OF GOLD HILL	660.00	.00	.00	.00	.00	.00	.00	660.00
120 TOWN OF VIRGINIA CITY	.00	.00	.00	.00	.00	.00	.00	.00
130 VIRGINIA DIVIDE SEWER	473,957.31	32,103.32	18,938.54	10,577.94	1,000.00	.00	.00	477,544.15
135 USDA BOND WELLS FARGO	3,084,113.80	561,682.00	582,586.49	.00	.00	.00	.00	3,063,209.31
140 DRUG COURT	60.00	40.00	30.00	.00	.00	.00	.00	70.00
150 SCHOOL	99,793.50	303,551.69	24,479.33	.00	.00	.00	.00	378,865.86
160 SCHOOL DEBT	18,518.46	58,529.32	4,530.39	.00	.00	.00	.00	72,517.39
165 TECHNOLOGY FUND	136,737.48	2,051.08	26,265.00	.00	.00	.00	.00	112,523.56
170 STATE	1,156,730.37	144,182.08	259,664.90	.00	.00	.00	.00	1,041,247.55
180 DISTRICT COURT	49,891.82	1,148.00	1,105.00	.00	.00	.00	.00	49,934.82
185 INDIGENT ACCIDENT	18,428.19	5,917.51	13,543.87	.00	.00	.00	.00	10,801.83
187 JUSTICE COURT FUND	45,273.33	4,789.10	1,137.00	.00	.00	.00	.00	48,925.43
189 TRI NET	.00	.00	.00	.00	.00	.00	.00	.00
190 PARK FUND	134,323.47	250.00	.00	.00	.00	.00	.00	134,573.47
200 TRI PAYBACK	3,154,850.34	.00	285,183.90	.00	.00	.00	.00	2,869,666.44
206 FEDERAL GRANTS	87,399.83	.00	.00	.00	.00	.00	.00	87,399.83
210 SHERIFF'S JAIL BLDG FUND	318.03	.00	.00	.00	.00	.00	.00	318.03
220 VC RAIL PROJECT	685,972.87	.00	.00	.00	.00	.00	.00	685,972.87
221 V&T COMMISSION	3,644.32	9,031.00	87,940.68	.00	.00	.00	.00	82,554.00
230 VC TOURISM COMMISSION	271,342.49	120,149.72	277,001.60	31,741.85	.00	.00	.00	82,748.76
231 PIPERS OPERA HOUSE	55,397.52	12,754.12	4,821.49	5,951.85	.00	.00	.00	57,378.30
250 FIRE DISTRICT	4,022,764.61	483,749.18	169,590.79	330,321.63	.00	.00	.00	4,006,601.37
260 FIRE EMERGENCY	207,140.83	.00	.00	.00	.00	.00	.00	207,140.83
270 MUTUAL AID	900,744.02	.00	1,449.00	14,146.01	.00	.00	.00	886,047.01
280 CAPITAL PROJECT FIRE	927,408.75	.00	.00	.00	.00	.00	.00	927,408.75
800 UNSECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
900 SECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00

Outstanding Checks
1 Through 999999
0/00/00 - 7/31/18

TP	Check #	Bank	Seq	Person #	Vendor/Employee Name	From	Check Date	Amount
CK	36362	199	00	101946	WHITTEN, PAT		5/14/18	16.23
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	BULST, 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	89853	199	00	101256	NEVADA GRAZING BOARD		9/01/17	22.33
CK	90204	199	00	405157	BADES, PAUL & PATRICIA		10/13/17	91.37
CK	90827	199	00	405188	JORDAN, REBECCA		12/22/17	25.00
CK	91401	199	00	403629	MIGAN, TAMARA		3/02/18	43.35
CK	91848	199	00	404981	CURTIS, TRACY		4/27/18	16.94
CK	91874	199	00	405056	JUDSON, KEITH S		4/27/18	95.35
CK	91951	199	00	403770	CHAPMAN, JENNIFER		5/25/18	24.00
CK	91998	199	00	403032	MCCAIN, JENNIFER		5/25/18	55.20
CK	92050	199	00	103080	WATERS, SEPTIC TANK SV DBA		5/25/18	1,480.00
CK	92052	199	00	101920	WESTERN NEVADA SUPPLY CO		5/25/18	1,446.08
CK	92053	199	00	405043	WHITE, NATHAN		5/25/18	10,000.00
CK	92058	199	00	405265	ACTIVITY TICKETS, LLC		6/08/18	30.00
CK	92068	199	00	100285	AVS DEVELOPMENT LTD		6/08/18	177.60
CK	92090	199	00	403887	COMSTOCK GOLD MILL LLC		6/08/18	13.50
CK	92091	199	00	404477	CORPORATE TRANSLATION SVC		6/08/18	10.24
CK	92116	199	00	103340	INNOVATIVE IMPRESSIONS		6/08/18	92.00
CK	92130	199	00	404691	MARK TWAIN COMMUNITY CTR		6/08/18	1,666.67
CK	92188	199	00	403901	THE TOMBSTONE COWBOYS		6/08/18	1,096.00
CK	92196	199	00	101845	US POSTOFFICE (VC)		6/08/18	200.00
CK	92197	199	00	405282	VETERANS OF FOREIGN WARS		6/08/18	100.00
CK	92343	199	00	404615	THE ANTOS AGENCY		6/22/18	22,000.00
CK	92344	199	00	403901	THE TOMBSTONE COWBOYS		6/22/18	1,904.00
CK	92368	199	00	404856	WILSON, CARLA JEAN		6/22/18	911.23
CK	92378	199	00	100285	AVS DEVELOPMENT LTD		7/06/18	250.00
CK	92382	199	00	403959	BENDER, DEBORAH		7/06/18	300.00
CK	92396	199	00	100526	CITY OF CARSON CITY		7/06/18	500.76
CK	92434	199	00	405151	LAZZARINO, NICHOLAS		7/06/18	14.93
CK	92482	199	00	103008	RED'S CANDIES		7/06/18	50.00

From Check# 0/00/00 - 7/31/18
Outstanding Checks 1 Through 999999
Check Date Amount

|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

STOREY COUNTY
TREASURER'S ACCOUNTING
Outstanding Checks
From Check# 1 Through 999999
From 0/00/00 - 7/31/18 Amount

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	Check Date	Amount
PR	36500	199 00	1281	PIERETTI, WYATT	7/27/18	669.79
Type Total:						23,508.10
Bank Total:						260,594.21
Total:						260,594.21



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8-21-18

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.

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

August 9, 2018
Via email

Fr: Melissa Field

Please add the following item(s) to the **August 21, 2018**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. BLOCKCHAINS MANAGEMENT, INC** – General / 610 Waltham Way ~ Sparks, NV
- B. INTERIOR SPECIALISTS, INC** – Contractor / 10 Bunsen ~ Irvine, CA
- C. SNVRE, INC** – General / 6990 S. McCarran Blvd ~ Reno, NV
- D. EL PAISANOS** – General / 125 E 2nd Ave ~ Sun Valley, NV
- E. ANTON PAAR USA, INC** – General / 10215 Timber Ridge Dr ~ Ashland, VA

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: August 21, 2018

Estimate of time required: 5 Minutes

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

1. **Title:** Discussion/Possible Action to approve a contract between the Carson City and the Storey County Fire Protection District for use of the Regional Fire Training Facility

2. **Recommended motion:** *I move to approve the Regional Fire Training Facility Use Contract between Carson City and the Storey County Fire Protection District and authorize the Fire Chief to sign the contract.*

3. **Prepared by:** Jeff Nevin

Department: Fire District

Telephone: (775) 847-0954

4. **Staff summary:** This agreement is a yearly update and renewal from a previously signed agreement. This agreement will allow the fire district to use the Regional Fire Training Facility located at 2600 College Parkway in Carson City, NV. 89706 for specialized fire training. This contract outlines terms for use and all associated fees as necessary. This has been reviewed by the SCDA's Office as well as Pool/Pact.

5. **Supporting materials:** Agreement is attached

6. **Fiscal impact:**

Funds Available: N/A Fund: _____ Comptroller

7. **Legal review required:**

___KL___ District Attorney

8. **Reviewed by:**

___JN___ Department Head

Department Name: Fire District

___ County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

This **CONTRACT No. 1819-016, REGIONAL FIRE TRAINING FACILITY USE AGREEMENT**, is made by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**," and Storey County Fire Protection District hereinafter referred to as the "**USER**."

1 CONTRACT TERM:

This Contract expires on June 30, 2019. This Contract may be terminated by either party with or without cause by giving the other party thirty (30) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

2 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 e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

2.1.1 Notice to the **USER** shall be addressed to:

Storey County Fire Protection District
Jeff Nevin, Fire Chief
P.O. Box 603
Virginia City, Nevada 89440
775-847-0954 / Fax 775-847-0987
jnevin@storeycounty.org

2.1.2 Notice to the **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/ FAX 887-2286
cakers@carson.org

For P&C Use Only	
GL expires	_____
AL expires	_____
WC expires	_____

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

3 FIRE TRAINING FACILITY USE:

The **USER** shall have use of the **FIRE TRAINING FACILITY** located at 2400 College Parkway, Carson City, Nevada, hereinafter referred to as the "**FACILITY**" during the times and dates agreed upon by **CITY** and the **USER**.

The **USER** accepts all risk associated with the use of the **FACILITY**.

At the conclusion of the use, the **CITY** and the **USER** shall inspect the **FACILITY** to determine its condition. Should there be any damage to the **FACILITY** beyond normal wear and tear by the **USER**; the **USER** shall pay for the repair of the **FACILITY**.

Any lost, stolen, or damaged articles or equipment shall be the responsibility of the **USER**.

Valuables shall not be kept in the classroom or the lockers. Storage of items in lockers or classroom is for duration of class only.

All locks on the lockers must be removed after completion of the class.

There are two (2) thermostats inside the building. Do not adjust the pre-set temperatures. One of the thermostats is located in the office and it controls part of the classroom and the bathrooms. The other thermostat is located in the large classroom and it controls part of the classroom and the hall.

The **USER** is responsible for providing all dry erase pens, markers, flip charts, etc.

The **FACILITY** shall be vacated by the **USER** immediately upon notification by the **CITY**.

4 CLEANING OF FACILITY:

The **USER** shall be responsible for cleaning the **FACILITY** and returning it to a neat and presentable condition.

If the **FACILITY** is left in an unacceptable condition as determined by the **CITY'S** personnel, the **CITY** has the right to correct the condition and the **USER** agrees to pay for any costs incurred.

The **USER** shall clean the classroom and bathroom areas after each class session and keep the premises clean during use. Cleaning supplies are kept under the vanities or in the storage room inside the utility room adjacent to the kitchen area.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

The following is a guide to be utilized when cleaning:

Classrooms:

Counters/Cabinets/Trash Cans

- Wiped down
- Cleared off
- Emptied

Sinks

- Cleaned
- No items left in sink

Floors

- Dust-mopped
- Damp-mopped

Chairs/Tables

- Left in original classroom configuration
- Chairs and tables straightened
- Tables wiped off

Dry Erase Boards

- Cleaned

Movie Screens

- Kept in "up" position

Hallway:

- Dust-mopped
- Damp-mopped

Office:

- Carpets vacuumed
- Desks/cabinets cleaned

Bathrooms:

- Floors damp-mopped
- Counter tops wiped down
- Sinks/fixtures cleaned
- Showers cleaned
- Toilets/urinals cleaned out
- Lockers cleared out / cleaned

5 BURN BUILDING:

A burn plan following NFPA 1403 Live Fire Burning must be submitted to the Carson City Fire Department Training Captain and approved by the Carson City Fire Department Fire Chief two (2) weeks prior to burn.

Agencies utilizing the burn building and the associated appliances are responsible for providing properly trained operators. These operators must be approved by the Carson City Fire Department.

Each **USER** shall provide documentation identifying the operators.

The **USER** is responsible for providing approved fuels (Class A and straw) for burning. The fuels must only be used in the proper rooms identified for those specific fuels.

The **USER** is responsible for the proper cleanup of burn building/rooms. This includes the tools required for cleanup.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

The **USER** must fully extinguish all fuels before leaving and the ashes must be placed into the appropriate dumpster.

The **USER** will monitor ceiling temperatures using the exterior temperature gauge and will not exceed 1000° F at ceiling height.

6 PROPANE PROPS:

Agencies utilizing the propane props must provide properly trained operators. Carson City Fire Department approval is required for these operators.

The **USER** shall provide documentation identifying the operators.

The **USER** must report any problems with the propane props to the Carson City Fire Department duty Battalion Chief immediately.

The **USER** must not utilize any propane prop that is not functioning properly.

The **USER** must re-fill the propane tank to original tank level.

7 FACILITY KEYS:

The **USER** will be required to pick up keys to the **FACILITY** from the Training Secretary, located at Carson City Fire Department Station #51, on the date the **FACILITY** is rented.

The **USER** must return the keys to the Carson City Fire Department, Station 51, after the completion of the training.

The **USER** shall secure the **FACILITY** at the conclusion of each day of training.

The **USER** must not allow any other entity or individual to have access to the keys.

Should the **USER** lose the keys, the **USER** agrees to pay the **CITY** two hundred fifty dollars (\$250.00) for the cost of replacement.

8 SCHEDULE:

The **USER** must call the Training Secretary at 775-887-2210 extension 7148 to make reservations.

The Carson City Fire Department will provide written confirmation of the date(s) and time(s) within seven (7) calendar days after receipt of request.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

9 USER'S RESPONSIBILITIES:

The **USER** shall at all times enforce discipline and good order among its employees, authorized volunteers, and any others performing work for the **USER**.

The **USER** is responsible for informing its employees, authorized volunteers, and any others performing work for the **USER** about the risks associated with the use of the **FACILITY** and of the conditions and restrictions.

The **USER** shall be responsible for maintaining a list of the trained individuals. Copies of their training certificates shall be made available to the Fire Department's Training Division upon request. The individuals shall provide supervision at all **USER** activities.

The **USER** agrees that only employees, authorized volunteers, and any others performing work for the **USER** will be upon the **FACILITY** grounds during the training, and that once the training is complete and the **FACILITY** is clean and set up for the following day, the employees, authorized volunteers, and any others performing work for the **USER** will immediately leave the premises.

The **USER** agrees that the **FACILITY** is only to be used for training purposes.

The **USER** agrees to be held responsible for the conduct of each of its employees, authorized volunteers, and any others performing work for the **USER**, for their conformance with the terms and conditions of this Contract.

10 CITY'S RESPONSIBILITIES:

The **FACILITY** will be maintained by the **CITY** staff.

Should circumstances require cancellation of the class; the **USER** will be given as much notice as possible. Failure to comply with the cancellation will result in termination of this Contract.

The **CITY** reserves the right to authorize use of the **FACILITY** by other entities during dates and times not assigned to the **USER**.

11 BASIS OF COMPENSATION:

The **USER** shall reimburse the **CITY** for the salaries of the **CITY's** personnel utilized at the **FACILITY** during the training.

The **USER's** fee schedule will be determined by the Carson City Fire Department.

The **USER** shall pay:

11.1.1 \$3,000 - Annual fee

11.1.2 \$50 per day - Classroom usage only

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

- 11.1.3 \$75 per day - EVOPS
- 11.1.4 \$75 per day - Draft pit
- 11.1.5 \$75 per day - Haz-mat props
- 11.1.6 \$100 per day - Tower
- 11.1.7 \$100 per day - Burn building usage without burning
- 11.1.8 \$150 per day - Confined Space Rescue
- 11.1.9 \$150 per day - Grounds usage without classroom or burning in the burn building
- 11.1.10 \$200 per day - Burning outside of burn building
- 11.1.11 \$200 per day - Entire facility usage without burning in burn building
- 11.1.12 \$250 per day - Propane Props plus the current cost of fuel per gallon
- 11.1.13 \$500 per day - Live burn in the burn building.

The fees are non-refundable.

Fees will be placed into a specialized account for the direct operation, maintenance, and capital replacement of the training facility. Individual fees paid throughout the year would cap at \$3,000.00.

12 INDEMNIFICATION:

12.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's 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 the indemnity which would otherwise exist as to any party or person described in this paragraph.

12.2 The indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- (a) A written request for a legal defense for such pending claim(s) or cause(s) of action; and,

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

- (b) A detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

12.3 Subject to the limitations set forth in section 12.2, the indemnifying party must reimburse the indemnified party's reasonable costs and attorney's fees incurred before it provides indemnification.

12.4 The indemnifying party is not responsible for fees and costs incurred voluntarily by the indemnified party after the indemnifying party has begun providing legal defense.

13 INDEPENDENT AGENCIES:

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 the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of the **USER** or any other party.

The **USER** shall indemnify and hold the **CITY** harmless from, and defend the **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, the **USER'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither the **USER** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.

14 INSURANCE REQUIREMENTS

Unless expressly waived in writing by the **CITY**, the **USER** must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in this Contract. The **USER** shall not use the **FACILITY** before the **USER** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and the **CITY** has approved the insurance policies provided by the **USER**. Prior approval of the insurance policies by the **CITY** shall be a condition precedent to any use of the **FACILITY** under this Contract and the **CITY's** approval of any changes to insurance coverage during the course of use shall constitute an ongoing condition subsequent in this Contract. Any failure of the **CITY** to timely approve shall not constitute a waiver of the condition.

Insurance Coverage:

14.1.1 The **USER** shall, at the **USER'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the **CITY**, the required insurance shall be in effect prior to the use of the **FACILITY** by the

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

USER and shall continue in force as appropriate until such time as the insurance is no longer required by the **CITY** under the terms of this Contract.

14.1.2 Any insurance or self-insurance available to the **CITY** shall be in excess of and non-contributing with any insurance required from the **USER**. The **USER'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the **CITY**, the **USER** shall provide the **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as the **USER** has knowledge of any such failure, the **USER** shall immediately notify the **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

14.1.3 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

14.1.4 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by the **USER**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

14.1.5 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation in favor of the **CITY**.

14.1.6 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

14.1.7 **Deductibles and Self-Insured Retentions:** Insurance maintained by the **USER** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the **CITY**. Such approval shall not relieve the **USER** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the **CITY**.

14.1.8 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, the **USER** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, if any policy will be canceled, non-renewed or if coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to the **CITY**.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

14.1.9 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada Law, and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better. **CITY** hereby accepts that **USER** is a Member of Nevada Public Agency Insurance Pool (NPAIP) and that such coverage as provided by NPAIP constitutes compliance with the requirements of this section 14 through Section 16. **USER** will submit a Certificate of Coverage demonstrating the coverage limits conforming to the required limits stated in Section 15 and 16.

14.1.10 Evidence of Insurance: the **USER** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

14.1.10.1 Certificate of Insurance: the **USER** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of the **USER**.

14.1.10.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of the **CITY** as an additional insured per Subsection 14.3.2.

14.1.10.3 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

14.1.11 Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to use of the **FACILITY** by the **USER**. Neither approval by the **CITY** nor failure to disapprove the insurance furnished by the **USER** shall relieve the **USER** of the **USER'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of the **USER** or its sub-contractors, employees or agents to the **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to the **CITY** under this Contract or otherwise. The **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15 COMMERCIAL GENERAL LIABILITY INSURANCE:

The **USER** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

Minimum Limits required:

15.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

15.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

15.1.3 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)].

15.1.4 City and County of Carson City, Nevada, 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 form providing equivalent coverage, and under the commercial umbrella, if any.

15.1.5 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. 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.

15.1.6 Not used.

16 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

The **USER** 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.

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.

The **USER** waives all rights against City 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 USER pursuant to this Contract.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 The **USER** shall provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

17.2 Not used.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

The **USER** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the **USER** to provide the goods or services of this Contract. The **USER** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of the **USER** in accordance with Nevada Revised Statutes 361.157 and 361.159. The **USER** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

19.1 Failure to declare a breach or the actual waiver of any particular breach of this 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.

20 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.

21 ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. The **USER** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

22 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. The **USER** acknowledges that this Contract is effective only after approval by Carson City Purchasing and Contracts and only for the period of time specified in this Contract. Any use of the **FACILITY** by the **USER** before this Contract is effective or after it ceases to be effective are performed at the sole risk of the **USER**.

23 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, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The **USER** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District**

24 ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts 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 and approved by Carson City Purchasing and Contracts. Conflicts in language between this Contract and any other agreement between the **CITY** and the **USER** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

CARSON CITY

Chief Financial Officer
Attn: Carol Akers, Purchasing and
Contracts Administrator
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
cakers@carson.org

CITY'S LEGAL COUNSEL

District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____
Carol Akers

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

**I hereby concur with the initiation of this Contract and I certify that the USER will not be
given authorization to use the FACILITY until this Contract has been signed by
Purchasing and Contracts.**

CITY'S ORIGINATING DEPARTMENT

Carson City Fire Department
Sean Slamon, Fire Chief
777 S. Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 7722
Fax: 775-887-2209
sslamon@carson.org

By: _____
Sean Slamon, Fire Chief

DATED _____

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 1819-016 Storey County Fire Protection District

Undersigned says: That he/she is the **USER**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

I further understand that I must not use the FACILITY until this Contract has been signed by Purchasing and Contracts.

USER

Storey County Fire Protection District
Jeff Nevin, Fire Chief
P.O. Box 603
Virginia City, Nevada 89440
775-847-0954 / Fax 775-847-0987
jnevin@storeycounty.org

(Signature of the **User**)

DATE: _____



Storey County Board of County Commissioners



Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: (Continued from July 3 and August 3 2018, board meetings.)
Consideration of letters of interest and appointment of a planning commissioner to fill the vacancy and serve the remainder of the term representing Precinct 1 Virginia City on the Storey County Planning Commission.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to appoint Jim Collins to fill the vacancy and serve the remainder of the term representing Precinct 1 Virginia City on the Storey County Planning Commission.
3. **Prepared by:** Austin Osborne
4. **Department:** Human Resources and Planning **Telephone:** 847-1144
5. **Staff summary:** Pursuant to Storey County Code 2.12 and NRS, the term of a planning commissioner is four years. The incumbent on June 11, 2018, announced his need to retire from the planning commission. The incumbent is in good standing with the county and his 23 years of service on the planning commission was admirable and is highly appreciated. The Precinct 1 planning commissioner term expires December 31, 2020. The vacancy was posted according to policy and NRS, and two letters of interest were received. Both applicants show an impressive background and their interest in serving our community is appreciated. Based on qualifications and experience, staff recommends the appointment of Jim Collins to serve on the planning commission for the remainder of the term. A notice of appointment needs to be posted again near the expiration of the term.
6. **Supporting materials:** Enclosures: (A) vacancy public posting; and (B) letters of interest.
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:**

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

Agenda Item No.

Enclosure A: Public Vacancy Posting

STOREY COUNTY PUBLIC NOTICE **PLANNING COMMISSIONER POSTING** **Precinct 1 (Virginia City)**

Position: Storey County Planning Commissioner to represent Precinct1 (Virginia City).

All interested parties must live within this voting district. Incumbent Planning Commissioner is eligible to request reappointment. The Planning Commission is an advisory body to the Board of County Commissioners. It is responsible for directing the short- and long-range growth and development of the county through maintenance and implementation of the county master plan, zoning ordinances, and other applicable land-use policies. It is composed of seven commissioners who serve two or more times per month on the body and who are compensated pursuant to NRS 278.040. Each commissioner is appointed by the Board of County Commissioners to serve at its pleasure for a four year term with possible re-appointment following expiration of the term.

Preferred Qualifications: A Planning Commissioner's primary duty is to make land-use decisions that are consistent with the policies and plans formally adopted by the Board of County Commissioners. Therefore, the first priority of a Planning Commissioner is to have strong decision-making skills and develop knowledge of county policies and applicable Nevada Revised Statutes. It is not necessary to have training in the fields of planning, architecture, law, civil engineering, geology, economics, or demography; these are skills that are available to the commissioner from staff, consultants, and applicants. The Planning Commissioner's job is to weigh input given in staff reports and other professional reports, meeting testimonies, and other correspondence. A Planning Commissioner is like a judge who renders decisions based on the testimony of experts and others who appear as witnesses in a trial. Minimum qualifications of a Planning Commissioner include: a willingness and ability to research and report on issues, programs, and policies related to local land-use matters; ability to attend afternoon and night meetings on a regular basis; ability to sustain harmonious working relationships with commission members, the Board of County Commissioners, staff, residents, applicants, and the public; ability to act within the ethical standards set forth by NRS and NAC; and willingness to expand knowledge related to land-use planning. The new-appointee must successfully pass a criminal background investigation.

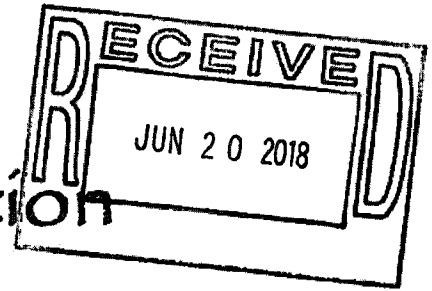
Letter of Interest: All interested parties must submit a letter of interest showing qualifications and reason for applying for the appointment. An official job application is not necessary.

Closing Date: Letters of interest (originals) must be received by the Storey County Human Resources Office, Storey County Courthouse, 26 South "B" Street (P.O. Box 176), Virginia City, NV 89440 by **5:00 p.m., Monday, June 25, 2018.** Please contact 775.847.0968 for further questions.

Appointment Date: The Board of County Commissioners will consider letters of interest at its **July 3, 2018** regularly scheduled meeting. Applicants may be asked to speak and should attend.

Storey County is an Equal Opportunity Employer. Posting dates: 06/11/18 – 06/25/18

Collins Construction



Custom Homes, Additions & Garages

NSCL #52058, Limit \$500,000

198 N.C. St Virginia City, NV 89410

P.O. Box 1065 Virginia City, NV 89410

Phone: 775-847-7525

Cell: 775-720-8010

Fax: 775-847-7524

June 20, 2018

Storey County Human Resources Office
Storey County Courthouse
26 South "B"
P.O. Box 176
Virginia City, NV 89440

Dear Sir or Madam:

I should like to express my interest in the position of Storey County Planning Commissioner, representing Precinct 1. I have lived and worked in Storey County for more than 25 years. I believe I would be an asset to the Board of Commissioners and to the citizens of our community by bringing an understanding of the issues that builders and homeowners come across.

My knowledge and experience over the past 17 years as a licensed general contractor in Virginia City gives me the insight and commitment to help make our community safer and a better place to live and work.

I would appreciate being considered for the position of Storey County Planning Commissioner, allowing the opportunity to contribute to bettering our community.

Thank you for your consideration.

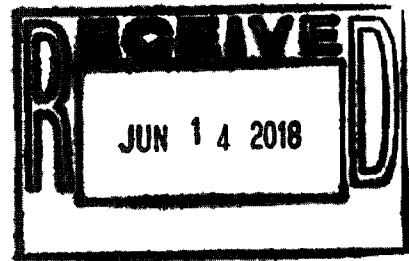
Sincerely,

A handwritten signature in cursive script that reads "Jim Collins".

Jim Collins

Paul A. Kvam
P.O. Box 1159
8 South F Street
Virginia City, NV 89440

Home Phone: 775-847-7177
Cell Phone: 775-813-7778



Storey County Human Resources

June 14, 2018

26 South B Street

P.O. Box 176

Virginia City, NV 89440

Re: Planning Commissioner-Precinct 1

Dear Board of Commissioners,

I would like to apply for the position of Planning Commissioner-Precinct 1. I live in Precinct 1 at 8 South F Street, Virginia City, aka the Crooked House. I have resided at this address with my wife since late May, 2002. I have never been arrested, and I'm drug-free, and seldom drink (never to excess). I've always been registered to vote and rarely miss an election.

I am applying for this position for the following reasons:

1. My dedication to public service and at this point of my life, Storey County.
2. Since I'm retired from state service, I have the time for the position.
3. I would like to learn more about the planning process in local government. While at the PSC/PUC and while conducting pro-bono work with the natural gas project for the Comstock, I approached the field of government planning for utility service, but never did this area of work.
4. I'm objective and balanced in my decision-making process, largely due to my experience at the PSC/PUC and working in law enforcement. There are always at least two sides to every story.
5. I have extensive experience in interpreting statutes, rules, and regulations.

Please contact me if you have any questions or need any information.

Sincerely,

Paul A. Kvam
P.O. Box 1159, No. 8 So. F Street
Virginia City, Nevada 89440

Home (775) 847-7177
Cell (775) 813-7778

Education

B.S. Degree in Accounting
University of Nevada - Reno
Graduated - May 1981

M.S. Degree in Administration of Justice
San Jose State University - San Jose, CA
Graduated - August 1979

B.S. Degree in Administration of Justice
San Jose State University - San Jose, CA
Graduated - May 1972

Certificate of Course Completion in Law Enforcement
Butte Community College - Durham, CA
Graduated - May 1970

Experience

04/13-Current

Utility Analyst
Storey County Government
Virginia City, NV

Unpaid Position

In this position, I am leading the effort to bring natural gas service to the Virginia City and Gold Hill area. I represent Storey County government in meetings with the Public Utilities Commission, Southwest Gas, the Nevada Legislature, and other entities.

I work directly for Storey County Manager, Pat Whitten

01/07-06/09

Financial Analyst
Tariffs and Compliance Division, Public Utilities Commission
Carson City, NV

\$72,000/Year

At the PUC, I conducted audits and financial investigations as an independent advisor to the Commission. My work was summarized in the form of affidavits, prefiled testimony, and testimony in open and closed hearings. I have testified many times on a wide variety of utility issues during my twelve years with both the PUC and its predecessor, the Public Service Commission.

12/96-01/07

Auditor II

\$62,000/Year

State Dairy Commission, Reno, NV

Telephone: 775.688.1211

In my current position, I travel to licensee locations in the western US to conduct audits with companies in the dairy business. The audits I conduct consist of revenue collection and cost audits of businesses in the dairy business.

Audits I conduct include cost of service analysis of licensee operations and products for sale.

Formal workpapers are prepared for every audit.

Supervisor: Mark French, Executive Director (Now Retired)

Telephone: 775.688.1211

07/95-12/96

Compliance Audit Investigator II

\$46,000/Year

Employment Security Division

Reno, NV Field Office

Telephone: 775.688.2663

- Investigated Companies & Filed Claims for Compliance.
- Collected Taxes, Seized and Froze Bank Accounts.
- Serve Legal Documents.
- Investigated Fraudulent Identities.
- Conduct Business Background / Ownership Investigations.

Supervisor: Paul Barton

1/86-7/95

Staff Auditor

\$48,000/Year

Public Service Commission, Carson City, NV

Telephone: 775.687-6001

---Audited Books and Records of Utility Companies.
---Conducted Efficiency and Prudence Studies.
---Investigated Utility Practices and Actions.

Supervisor: Phil Williamson (Now Retired)

10/81-1/86

Investigator \$30,000/Year
State Gaming Control Board, Carson City, NV

---Conducted Background and Financial Investigations.
---Audited Books and Records of Gaming Applicants.

05/75-10/81

Field Agent \$22,000/Year
Motor Carrier Division, Carrier Enforcement, Reno, NV
(Now NHP Trooper, This agency was merged into the Nevada Highway Patrol).

This position was subsequently merged into the Nevada Highway Patrol. I was a uniformed law enforcement officer enforcing commercial vehicle and general traffic laws upon Nevada highways.

05/74-05/75

Deputy Sheriff/Full-time and Reserve
Douglas County Sheriff's Office, Stateline, NV

I was an off-road motorcycle officer during the summer of 1974. My remaining time with DCSO was spent as a reserve deputy, while working on my master's thesis with the department,

Personal:

Birthdate: 04/08/50

Health: Excellent, 5-10, 200 lbs.

Background: No arrests, light drinker, never used illegal drugs





Storey County Board of County Commissioners Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action: (Continued from 08/07/18 meeting)** Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC for the extension of Milan Drive in the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC for the extension of Milan Drive in the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada.
3. **Prepared by:** Austin Osborne
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** The subject action will for ten dollars deed and dedicate to Storey County approximately one mile extension of improved Milan Drive in accordance with the development agreement between Storey County and the Tahoe-Reno Industrial Center.
6. **Supporting materials:** Enclosures: Declaration of value; draft deed of dedication; Exhibit "A" Parcel 2012-2; Exhibit "A" Parcel 2014-2; and exhibit map.
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 ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number

- a) 005-111-52 and 36
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
 c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
 e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
 g) ☐ Agricultural h) ☐ Mobile Home
 i) ☐ Other Water Rights

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

3. Total Value/Sales Price of Property: \$ 0.00
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ 0.00
 Real Property Transfer Tax Due: \$ 0.00

4. If Exemption Claimed:

- a. Transfer tax Exemption per NRS 375.090 Section # 2
 b. Explain Reason for Exemption: Transfer to a government entity.

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Robert M. Sader
Robert M. Sader, CounselCapacity: Grantor

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION

Print Name: Tahoe-Reno Industrial Center, LLC
 Address: c/o Robert M. Sader, Esq.
 City: 8600 Technology Way, Suite 101
 State: Reno, NV Zip: 89521

BUYER (GRANTEE) INFORMATION

Print Name: Storey County
 Address: 26 South B Street
 City: Virginia City
 State: NV Zip: 89440

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Robert M. Sader, Ltd.
 Address: 8600 Technology Way, Suite 101
 City: Reno

Escrow #: DOD-East Milan
 State: NV Zip: 89521

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

After Recording, Return To:

Storey County Clerk
26 South B Street
Virginia City, Nevada 89440

APN: 005-111-52 and 36
NRPTT-Exempt

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 293B.030).

DEED OF DEDICATION

This Deed of Dedication is made between **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, referred to as "Grantor"; and the **COUNTY OF STOREY**, political subdivision of the State of Nevada, referred to as "Grantee".

In consideration for the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee, all Grantor's right, title and interest in the real property located in Storey County, Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, ("Real Property").

Reserving and excepting unto Grantor and Grantor's successors and assigns in perpetuity all water rights appurtenant to the Real Property, surface or underground, of whatever kind or nature, including all permits, applications and certificates regarding said water rights, whether such water rights exist at the time of this conveyance or are obtained in the future by Grantor.

TOGETHER WITH ALL and singular the improvements, tenements, hereditaments and appurtenances thereunto belonging or in manner appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and excepting all easements and encumbrances of record.

(signatures on next page)

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto
Grantee and to its successors and assigns forever.

ACCEPTED AND AGREED:

COUNTY OF STOREY, a political
subdivision of the State of Nevada

By and Through its Board of County
Commissioners

By: _____
Marshall McBride, Chairman

Date: _____

GRANTOR:

**TAHOE-RENO INDUSTRIAL CENTER,
LLC**, a Nevada limited liability company

By: Norman Properties, Inc., a California
corporation, its Manager

By: L. Lance Gilman
L. Lance Gilman, Authorized
Representative

Date: 7/12/18

STATE OF NEVADA)

COUNTY OF WASHOE)

This instrument was acknowledged before me on JULY 12, 2018
by L. LANCE GILMAN, authorized representative of NORMAN PROPERTIES, INC., a
California corporation, Manager of TAHOE-RENO INDUSTRIAL CENTER, LLC, a Nevada
limited liability company.

Betty Melarkey
Signature of Notary Officer



March 29, 2018
Job No. 9373.000 T003

EXHIBIT "A"
PARCEL 2012-2

All that certain real property situated within a portion of the northwest one-quarter (1/4) of Section Six (6), Township 19 North, Range 23 East; Mount Diablo Meridian, Storey County, State of Nevada, being all of Parcel 2012-2 as shown on that "Record Of Survey For Tahoe-Reno Industrial Center, LLC", recorded in the office of the Storey County Recorder, May 2, 2012, File No. 116605, and being more particularly described as follows:

BEGINNING at a point on the south line of Milan Drive as shown on said Record of Survey Map No. 116605, said drive being a portion of said Parcel 2008-47, from which point the west one-quarter (1/4) corner of said Section 6 bears S 24°41'49" W, 2924.93 feet;

Thence, along said south line of Milan Drive, N 88°40'40" W, 1139.07 feet, to the south line of Milan Drive as Dedicated to Storey County per Document No. 110596, Official Records of Storey County, Nevada;

Thence, N01°19'20" E, 120.00 feet, to the north line of said Milan Drive;

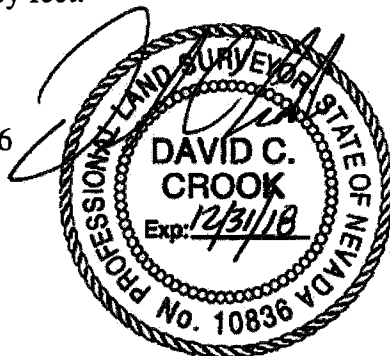
Thence, along said north line of Milan Drive, S 88°40'40" E, 1139.07 feet;

Thence, leaving said north line of Milan Drive, S 01°19'20" W, 120.00 feet, to the POINT OF BEGINNING.

CONTAINING 3.14 acres of land, more or less.

The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone NAD83(94) HARN Extension, based upon the grid bearing of N 68°20'45" E, between NGS stations N339 and X146. The project combined factor of 1.000254928, scaled from 0.00N ,0.00E and converted to U.S. survey feet.

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406



03/29/2018

EXHIBIT "A"
PARCEL 2014-2

All that certain real property situated within a portion of the north one-half (1/2) of Section Six (6), Township 19 North, Range 23 East, and a portion of the southeast one-quarter (1/4) of Section Thirty-one (31), Township 20 North, Range 23 East, Mount Diablo Meridian, Storey County, State of Nevada, Mount Diablo Meridian, Storey County, State of Nevada, being all of Parcel 2014-2 as shown on that "Record Of Survey For Tahoe-Reno Industrial Center, LLC", recorded in the office of the Storey County Recorder, June 30, 2014, File No. 120559, and being more particularly described as follows:

Beginning at a point marked by a rebar and cap stamped "PLS 18368", being on the south line of Milan Drive, from which point the west one quarter corner of said Section 6 bears S 24°41'49" W, 2924.93 feet;

Thence, N01°19'20" E, 120.00 feet;

Thence, S88°40'40" E, 1472.54 feet;

Thence, along a tangent curve to the left having a radius of 790.00 feet, a central angle of 30°56'06", and an arc length of 426.54 feet;

Thence, N60°23'14" E, 317.00 feet;

Thence, along a tangent curve to the left having a radius of 790.00 feet, a central angle of 46°29'17", and an arc length of 640.98 feet;

Thence, N13°53'57" E, 633.32 feet;

Thence, along a tangent curve to the right having a radius of 850.00 feet, a central angle of 27°16'22", and an arc length of 404.60 feet;

Thence, N41°10'19" E, 210.67 feet;

Thence, along a tangent curve to the left having a radius of 790.00 feet, a central angle of 34°25'16", and an arc length of 474.60 feet;

Thence, N06°45'03" E, 246.87 feet;

Thence, along a tangent curve to the left having a radius of 470.00 feet, a central angle of 24°46'42", and an arc length of 203.26 feet;

Thence, N60°23'14" E, 121.98 feet;

Thence, along a non-tangent curve to the right having a radius of 590.00 feet, a central angle of 27°09'28", with a radial line in of S 69°35'35" W and a radial line out of S 83°14'57" E for an arc length of 279.66 feet;

Thence, S 06°45'03" W, 246.87 feet;

Thence, along a tangent curve to the right having a radius of 910.00 feet, a central angle of 34°25'16", and an arc length of 546.69 feet;

Thence, S 41°10'19" W, 210.67 feet;

Thence, along a tangent curve to the left having a radius of 730.00 feet, a central angle of 27°16'22", and an arc length of 347.48 feet;

Thence, S 13°53'57" W, 633.32 feet;

Thence, along a tangent curve to the right having a radius of 910.00 feet, a central angle of 46°29'17", and an arc length of 738.34 feet;

Thence, S 60°23'14" W, 317.00 feet;

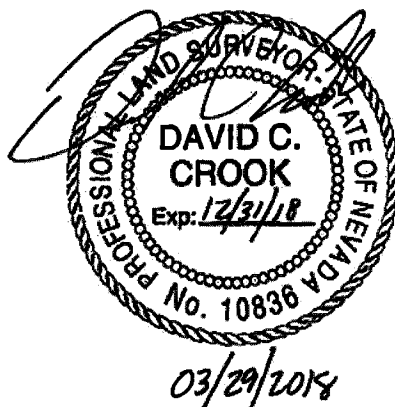
Thence, along a tangent curve to the right having a radius of 910.00 feet, a central angle of 30°56'06", and an arc length of 491.33 feet;

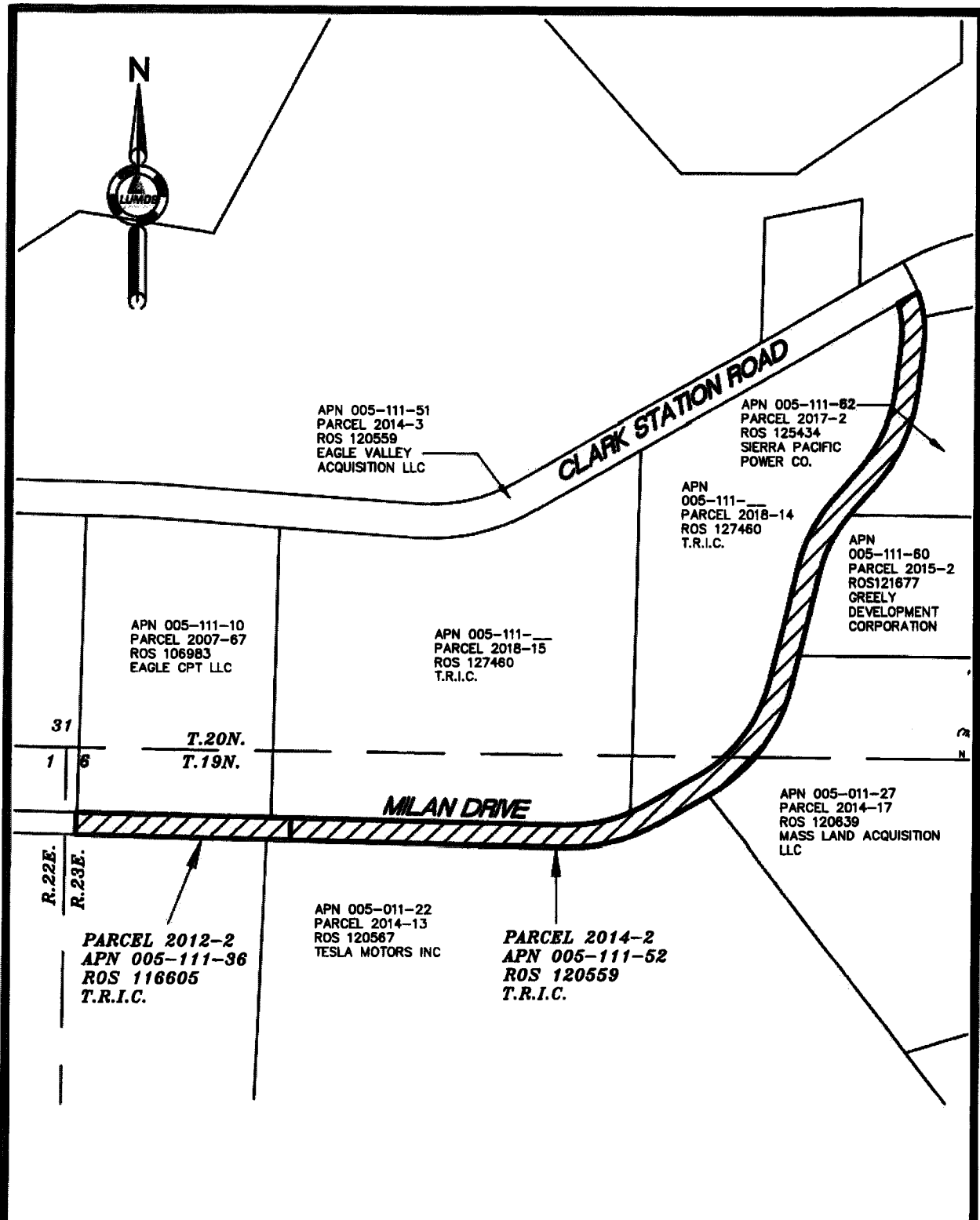
Thence, N 88°40'40" W, 1472.54 feet to the POINT OF BEGINNING.

u CONTAINING 14.21 acres of land, more or less.

The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone NAD83(94) HARN Extension, based upon the grid bearing of N 68°20'45" E, between NGS stations N339 and X146. The project combined factor of 1.000254928, scaled from 0.00N ,0.00E and converted to U.S. survey feet.

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406





LUMOS & ASSOCIATES
 800 E. COLLEGE PARKWAY
 CARSON CITY, NEVADA 89708
 TEL (775) 883-7077 FAX (775) 883-7114

EXHIBIT MAP TO ACCOMPANY PARCEL DESCRIPTIONS PORTIONS OF THE N1/2 OF SEC. 6, T19N, R23E, MDM

STOREY COUNTY

NEVADA

Date: 03/29/2018

Scale: N.T.S.

Job No: 9373.000 T003



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/For Possible Action:** Second Reading of Ordinance No. 18-285 an ordinance amending Chapter 2.44 of the Storey County Code re-establishing the Storey County Regional Transportation Commission, removing redundant provisions from Chapter 3.80 of the Storey County Code, and providing for other matters properly related thereto.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve Second Reading of Ordinance No. 18-285 an ordinance amending Chapter 2.44 of the Storey County Code re-establishing the Storey County Regional Transportation Commission, removing redundant provisions from Chapter 3.80 of the Storey County Code, and providing for other matters properly related thereto.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning

Telephone: 775.847.0968

5. **Staff summary:** The proposal makes necessary changes to existing county code regarding the creation, duties, and powers of the Storey County Regional Transportation Commission (RTC), and it authorizes creation of a county RTC in order for the orderly planning and development of transportation systems in the county and for appropriate cooperation with other transportation agencies, authorities, and commissions in the region and state.

6. **Supporting materials:** Enclosed Draft Ordinance 18-285.

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

Funds Available:

Fund:

___ Comptroller

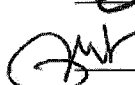
8. **Legal review required:**

___ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

 County Manager

Other agency review: _____

10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

ORDINANCE NO. 18-285

Summary

An Ordinance reestablishing the Storey County Regional Transportation Commission.

Title

An ordinance amending Chapter 2.44 of the Storey County Code reestablishing the Storey County Regional Transportation Commission, removing redundant provisions from Chapter 3.80 of the Storey County Code and providing for other matters properly related thereto.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

TITLE: Storey County Code Chapter 2.44 title is hereby amended to provide as follows:

~~REGIONAL STREET AND HIGHWAY COMMISSION~~ REGIONAL TRANSPORTATION COMMISSION

SECTION 1: Storey County Code section 2.44.010 is hereby amended to provide as follows:

The Board of County Commissioners does hereby create the Storey County Regional Transportation-Commission ~~regional street and highway commission~~ of Storey County.

SECTION 2: Storey County Code Section 2.44.020 is hereby amended to provide as follows:

The commission shall be composed of representatives to be selected as follows: two members of the board; and one representative of the public, who is a resident of the ~~largest town in the~~ county.

SECTION 3: Storey County Code section 2.44.040 is amended to provide as follows:

The commission will meet on the first or third Thursday quarterly, that being the months of July, October, January, and April, and at any other time that a special session is called by a majority of the members of the commission or as directed by the board of county commissioners. The meetings will be held in conjunction with the regular board of commissioners' meeting of the month, unless the commission, by resolution unanimously adopts at a regularly scheduled meeting, designates a different meeting date and time. In no event will there be less than one meeting per quarter in each fiscal year. The commission shall meet at such times and places as the members of the commission may deem necessary and proper; but at least one meeting shall be held in each calendar month.

SECTION 4: Storey County Code Section 2.44.050 is amended to provide as follows:

The commission shall exercise or perform only those powers and duties specifically granted to them and enumerated in NRS Chapter 277A.

SECTION 5: Section 3.80.010 is hereby amended to provide as follows:

3.80.010 Definitions.

~~Except where the context otherwise requires, the definitions given in this chapter shall govern the construction~~ As used in Chapter 3.80, of the Storey County Code, unless the context otherwise requires, the words and terms defined in this section have the meanings ascribed to them in this section:

"Board" means the board of county commissioners.

"Commission" means the regional transportation commission created pursuant to Storey County Code Chapter 2.44.

1. "Dealer" means and includes every person who:
 - a. Refines, manufactures, compounds or otherwise produces motor vehicle fuel and sells or distributes the same to the county;
 - b. Import motor vehicle fuel into this county and sells or distributes the same therein, whether in the original package or container in which it is imported or otherwise, or who uses the motor vehicle fuel in this county after having imported the same;
 - c. Having acquired motor vehicle fuel in this county in the original package or container, distributes or sells the same in such original package or container, or otherwise, or in any manner uses the same;
 - d. Otherwise acquires in this county for sale or distribution in this county motor vehicle fuel with respect which there has been no prior taxable sale, use or distribution.
2. "Dealer" shall not include any person who imports into this county motor vehicle fuel in quantities of five thousand gallons or less purchased from a supplier who is licensed as a dealer under Chapter 365, Nevada Revised Statutes and who shall assume liability for the collection and remittance of the applicable excise tax to this county.

"Department" means the Department of Taxation.

Distribute--Distribution. All motor vehicle fuel sold, donated, consigned for sale, bartered, used or in any way voluntarily disposed of so as to terminate the ownership and possession thereof by the dealer or any other person who imports such motor vehicle fuel owned by him shall be deemed to be "distributed" and considered as "distribution" under this chapter.

"Highway" means every way or place of whatever nature open to the use of the public for purposes of surface traffic, including highways under construction.

"Motor vehicle" means and includes every self-propelled motor vehicle, including tractors, operated on a surface highway.

"Motor vehicle fuel" means and includes gasoline, natural gasoline, casinghead gasoline and any other inflammable or combustible liquid, by whatever name such liquid may be known or sold, the chief use of which in this state is for the propulsion of motor vehicles, motorboats or airplanes. Kerosene, gas oil, fuel oil, jet aircraft fuel, diesel fuel and liquefied petroleum gas shall not be considered motor vehicle fuel for the purposes of this chapter.

"Nevada Department of Taxation" means and includes its duly authorized agents.

"Person" means and includes every natural person, association, firm or partnership, corporation, municipal corporation, quasi municipal corporation, political subdivision, governmental agency, trustee, receiver and the legal representative or representatives of the estate of any deceased person and their agents.

"Retailer" means and includes every person, other than a dealer as defined in this section engaged in the business of selling motor vehicle fuel.

SECTION 6: Sections 3.80.020, 3.80.030, and 3.80.040 of the Storey County Code are 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: 08/21/18

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/For Possible Action:** Second Reading of Ordinance No. 18-286 an ordinance amending Chapter 2.12 of the Storey County Code providing for the creation, duties, and powers of the Planning Commission, and other properly related matters.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve Second Reading of Ordinance No. 18-286 an ordinance amending Chapter 2.12 of the Storey County Code providing for the creation, duties, and powers of the Planning Commission, and other properly related matters.
3. **Prepared by:** Austin Osborne
4. **Department:** Planning / Human Resources **Telephone:** 775.847.0968
5. **Staff summary:** The proposal makes necessary changes to existing county code regarding the creation, duties, and powers of the Storey County Planning Commission. The Planning Commission is an advisory body to the County Commissioners.
6. **Supporting materials:** Enclosed Draft Ordinance 18-286.
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
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Ordinance No. 18-286

Summary

An ordinance an ordinance amending Chapter 2.12 of the Storey County Code providing for the creation, duties, and powers of the Planning Commission, and other properly related matters.

Title

An ordinance an ordinance amending Chapter 2.12 of the Storey County Code providing for the creation, duties, and powers of the Planning Commission, and other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

Storey County Code Chapter 2.12 is hereby amended to provide as follows:

Chapter 2.12

PLANNING COMMISSION

Sections:

- 2.12.010 Created--Membership.**
- 2.12.020 Appointment.**
- 2.12.025 Districts.**
- 2.12.030 Term of office.**
- 2.12.040 Regular meetings.**
- 2.12.050 Special meetings.**
- 2.12.060 Filling of vacancies.**
- 2.12.070 Organization.**
- 2.12.080 Powers generally.**
- 2.12.090 Scope of authority.**
- 2.12.100 Funding.**
- ~~2.12.110 Authority to create offices and enter into contracts.~~**

2.12.010 Created--Membership.

There is created the planning commission to consist of seven members. (Ord. 61 § 1, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.020 Appointment.

A. The members of the planning commission are appointed by the chair of the board of county commissioners, with the approval of the board of county commissioners.

B. ~~The~~ No planning commission members may ~~not hold other public~~ concurrently be a member of the Board of Storey County Commissioners or an employee of Storey County or the Storey County Fire Protection District. ~~unless authorized by law.~~ (Ord. 61 §§ 2, 3, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.025 Districts.

The county is divided into five planning districts, with two additional at-large districts. Each appointed planning commissioner must have a primary residence in his or her district. The two at-large positions are available to any citizen in the county for appointment. The planning commission districts are as follows:

- A. Precinct 1, Virginia City.
- B. Precinct 2, Gold Hill/Virginia City.
- C. Precinct 3 and 6 (combined), River District.
- D. Precinct 4, Mark Twain.
- E. Precinct 5, Highlands (including Virginia City Highlands, Highland Ranches, and Virginia Ranches.
- F. Two at-large districts. (Ord. No. 12-245, § I, 12-4-2012)

2.12.030 Term of office

The terms of the members of the commission are as follows:

- A. Upon the first appointment, one member must serve for one year, one member must serve for two years, two members must serve for three years, and three members must serve for four years.
- B. Following initial appointments, all members must serve for four years or until their successor takes office.
- C. Members of the planning commission may be removed, after public hearing, by a majority vote of the governing body for just cause.
- D. Vacancies occurring other than through the expiration of term must be filled for the unexpired term. (Ord. 61 § 4, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.040 Regular meetings.

- A. The planning commission must hold at least one regular meeting in each month, and must adopt rules for transaction of business and keep a record of its resolutions, transactions, findings, and determinations, which is a public record.
- B. The planning commission must take action on any applications before it and announce and record its recommended action in the form of a motion. The motion must include findings of fact for approval, approval with conditions, or denial. Notice of the approval, approval with conditions or a denial with findings of fact must be prepared by the director of ~~community development~~ planning and sent to the applicant and the board by the agenda cut-off date of the board meeting at which the item will be heard. (Ord. 61 §§ 5, 9, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.050 Special meetings.

The planning commission may enact regulations it deems necessary for the holding of special meetings, these regulations must include the proper notification of the commission members and the general public. (Ord. 61 § 10, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.060 Vacancies and filling of vacancies.

A. The position of any planning commission member must be declared vacant if the member is absent for four consecutive regular meetings or is absent for six meetings in any calendar year, whichever occurs first. These provisions do not apply in the event of illness of the member or death in the family. A member's absence for business or other personal reasons is not considered valid excuse under this section. (Ord. 61B 1977) (Ord. No. 12-245, § I, 12-4-2012)

B. Vacancies will be posted in the officially recognized newspaper of the county and on the county website. The posting will contain the title "planning commissioner", a short summary of the duties of a planning commissioner, the precinct of the vacancy or the at-large status for at-large vacancies, that the applicants must live within the subject precinct, reference to NRS 278.040 regarding compensation of a planning commissioner, the duration and closing date of the posting, the location to which letters of interest may be submitted and the deadline for submittals, and the date of the meeting at which the board may consider appointment of a planning commissioner to fill the vacancy.

C. Planning commissioners will be appointed in accordance with the applicable provisions of this code.

2.12.070 Organization.

The commission must elect its chairman from its appointed members. The term of chair is for 1 year, with eligibility for reelection. (Ord. 61 § 6, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.080 Powers generally.

The planning commission has the powers authorized by state law, or ordinance, subject to provisions of section 2.12.090 including the preparation and adoption of a master plan setting forth a comprehensive, long-term general plan for the physical development of the county. (Ord. 61 § 12, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.090 Scope of authority.

The planning commission is an advisory body to the board of county commissioners, and any decisions rendered by the planning commission are a recommendation to the board. (Ord. 61 § 11, 1973) (Ord. No. 12-245, § I, 12-4-2012)

2.12.100 Funding.

The ~~county commissioners~~ board must appropriate sufficient funds necessary to the work of planning commission. (Ord. 61 § 7, 1973) (Ord. No. 12-245, § I, 12-4-2012)

~~2.12.110 Authority to create offices and enter into contracts.~~

~~The planning commission may create and fill such other offices it may determine are necessary and to enter into contracts and make appointments allowed by applicable state statutes. (Ord. 61 § 8, 1973) (Ord. No. 12-245, § I, 12-4-2012)~~

Signatures on next page

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: August 21, 2018

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

Title: Discussion/Possible Action. Second Reading of Ordinance 18- 288. An ordinance adding chapter 2.22 to the Storey County Code establishing a procedure for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board and providing for other matters properly related thereto.

1.
2. **Recommended motion:** I _____ (Commissioner) move to approve the second reading of Ordinance 18-288

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** Under NRS 244.2795 (2) (attached) the County must enact an ordinance to establish a list of appraisers whom are qualified to appraise county properties which are proposed to be sold. The proposed ordinance provides the required procedure for establishing a list of qualified appraisers.

5. **Supporting materials:** Ordinance 18-288; NRS 244.2795

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

 X District Attorney

8. **Reviewed by:**

_____ Department Head
_____ County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. _____

ORDINANCE NO. 18- 288

Summary

An Ordinance establishing procedure for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board.

Title

An ordinance adding chapter 2.22 to the Storey County Code establishing a procedure for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board and providing for other matters properly related thereto.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION 1

2.22.020 Purpose

As required by state law, the board of county commissioners establishes these procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property owned by the county and offered for sale or lease by the board.

2.22.040 Requirements

Before the county may sell or lease county-owned property, the county manager or a department head authorized by the board to negotiate to sell or lease the property must obtain an appraisal or appraisals prepared by appraisers selected from a list established by section 2.22.080.

2.22.060 Qualifications of Appraisers

In order for an appraiser to be placed on the county's list of qualified appraisers, the appraiser must meet at least the following requirements:

- A. Hold a general appraiser certificate from the Nevada Real Estate Division.
- B. Have five years of experience in appraising real property in northern Nevada.
- C. Provide a resume describing the appraiser's qualifications, certifications, years of experience, and professional expertise.
- D. Provide an estimation of the time it will take for the appraiser to complete appraisal projects.
- E. Provide a list of fees charged by the appraiser.
- F. Provide a copy of and maintain a policy of professional liability insurance as required by the county.
- G. Be willing to indemnify the county for errors, omissions and negligence.

H. Meet any other criteria the board determines to be necessary.

2.22.080 Appraiser List

A list of appraisers will be established by the board as follows:

A. The county manager or his designee will send notice to the current certified general appraisers with offices in northern Nevada requesting a response with their qualifications if they are interested in providing appraisals for the sale or lease of real property owned by Storey County.

B. The county manager or his designee will review and compile a list of qualified appraisers and organize it in random order.

C. After an appraiser has completed an appraisal, the appraiser will be rotated to the bottom of the list.

D. The list may be amended by the county manager or his designee to remove names on written request from the appraiser, on information received from the state of Nevada that the appraiser is no longer active, or on the board's determination that there is a basis for removal.

E. The list may also be amended to add names of qualified appraisers who subsequently request to be added to the list or whom are later solicited by the county manager or his designee and are qualified to conduct general appraisals.

2.22.100 Selection of Appraisers

When an appraisal is required, the county manager must submit the qualifications of the appraiser or appraisers at the top of the list established pursuant to section 2.22.080 to the board for verification of their qualifications. The submittal must be accompanied by a proposal from the appraiser(s) selected setting forth the time frame within which the appraiser will complete the appraisal, a fee quote, their qualification for the particular assignment and the disclosure statement required by NRS 244.2795(3). If the board does not accept an appraiser as qualified, the county manager shall submit the qualifications of the next appraiser on the list for verification along with the accompaniment required of the appraiser. This process shall continue until the board has verified the qualifications of the number of appraisers required to conduct the appraisal. An appraiser that is found not qualified for a job retains the same position on the list for the next job.

2.22.120 Sunset Provision

This ordinance is effective until the date of repeal of the state law requiring the board of county commissioners to obtain appraisals when offering any county-owned real property for lease or sale and to adopt an ordinance creating a list of appraisers.

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.

NRS 244.2795 Sale or lease of certain real property: Appraisal required; qualifications and selection of appraisers; disclosure statements; interest of appraiser or related person in property or adjoining property prohibited; effect of sale or lease in violation of section.

1. Except as otherwise provided in NRS 244.189, 244.276, 244.279, 244.2815, 244.2825, 244.2833, 244.2835, 244.284, 244.287, 244.290, 278.479 to 278.4965, inclusive, and subsection 3 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on or before October 1, 2004, except if the board of county commissioners is entering into a joint development agreement for real property owned by the county to which the board of county commissioners is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose, except for the sale or lease of real property to the State or another governmental entity and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election or special election, the board of county commissioners shall, when offering any real property for sale or lease:

(a) Except as otherwise provided in this paragraph, obtain two independent appraisals of the real property before selling or leasing it. If the board of county commissioners holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling or leasing it. The appraisal or appraisals, as applicable, must have been prepared not more than 6 months before the date on which the real property is offered for sale or lease.

(b) Select the one independent appraiser or two independent appraisers, as applicable, from the list of appraisers established pursuant to subsection 2.

(c) Verify the qualifications of each appraiser selected pursuant to paragraph (b). The determination of the board of county commissioners as to the qualifications of the appraiser is conclusive.

2. The board of county commissioners shall adopt by ordinance the procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board. The list must:

(a) Contain the names of all persons qualified to act as a general appraiser in the same county as the real property that may be appraised; and

(b) Be organized at random and rotated from time to time.

3. An appraiser chosen pursuant to subsection 1 must provide a disclosure statement which includes, without limitation, all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property.

4. An appraiser shall not perform an appraisal on any real property for sale or lease by the board of county commissioners if the appraiser or a person related to the appraiser within the first degree of consanguinity or affinity has an interest in the real property or an adjoining property.

5. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.


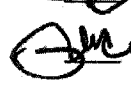


Storey County Board of County Commissioners Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom a portion of parcel defined in Exhibit A hereto “Deannexed Property” (APN 005-031-01) and located at McCarran, Storey County, Nevada.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom a portion of parcel defined in Exhibit A hereto “Deannexed Property” (APN 005-031-01) and located at McCarran, Storey County, Nevada, and that the approval is conditioned that a Record of Survey (ROS) is filed with the Storey County Recorder’s Office before the de-annexation is filed with that office, and that the that the ROS reflects map shown in Exhibit C hereto.
3. **Prepared by:** Austin Osborne
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** See Enclosure A.
6. **Supporting materials:** Enclosure A, Staff Summary Report; Enclosure B, Exhibit A “Deannexed Property” description; Enclosure C, Map.
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:**

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

Agenda Item No.

ENCLOSURE A

STAFF SUMMARY REPORT

Asian Union Electronics Chemical Corporation (AUECC), located at McCarran but outside of the Tahoe-Reno Industrial Center (TRIC), requests a boundary line adjustment which will add approximately four acres of east abutting land to AUECC's property. The boundary line adjustment will provide greater building setback distances to its east parcel boundary and it will provide additional access and space for accessory uses. The boundary line adjustment is not subject to this request for board approval.

AUECC is not located within the annexed portions of the TRIC, but the parcel to its east where the boundary line will occur is located within the TRIC. Unless the portion of the east abutting parcel subject to the boundary line adjustment is de-annexed from the TRIC, the adjustment will create a parcel which is both inside and outside of the TRIC, and with conflicting entitlements, restrictions, tax assessment rules, and other issues.

Staff recommends that the approximately four acres of land located within the boundary line adjustment area, shown in Exhibit C, be de-annexed from the TRIC. The de-annexation should be conditioned that a Record of Survey (ROS) be filed with the Storey County Recorder's Office before recording of the de-annexation, and that the that the ROS reflects map shown in Exhibit C hereto.

When Recorded Return To:

Storey County Clerk/Treasurer
26 B. Street
Virginia City, NV 89440

APN: portion of 005-031-01

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

AMENDMENT TO DEVELOPMENT AGREEMENT

This instrument ("Amendment") is entered into by and between **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, ("Developer"); **THE COUNTY OF STOREY**, a political subdivision of the State of Nevada, ("County"); and **TEC HOLDINGS 67 LLC**, a Washington limited liability company, as to an undivided 26% interest, **FLEISHMANN'S INDUSTRIAL PARK, LLC**, a Washington limited liability company, as to an undivided 24% interest, and **JAMES CODE AND CLAIRE CODE**, husband and wife as community property, as to an undivided 50% interest; all as tenants in common (collectively "Owner"). This Amendment amends and modifies that certain Development Agreement dated February 1, 2000 ("Development Agreement"), a Memorandum of which was recorded on February 8, 2000 as Document No. 86804 in the office of the Recorder of Storey County, Nevada ("Memorandum").

WHEREAS, Developer and County are parties to the Development Agreement.

WHEREAS, Owner is the owner of Assessor's Parcel Number ("APN") 005-031-01, which was formerly owned by Developer and is land subject to the Development Agreement, as provided in Exhibit "A" to the Memorandum.

WHEREAS, Developer, County and Owner wish to amend the Development Agreement and Memorandum to delete a portion of APN 005-031-01 from the lien and charge thereof.

NOW THEREFORE IT IS HEREBY AGREED by Developer, County and Owner that a portion of APN 005-031-01, as more particularly described on Exhibit "A" ("Deannexed Property"), attached hereto, is deannexed and deleted from the Property as land subject to the Development Agreement, and all lien and charge of the Memorandum as the Deannexed Property is hereby released, cancelled and terminated.

All defined terms in the Development Agreement shall have the same meanings when used herein. Except as amended hereby, the Development Agreement remains in full force and effect. This amendment may be executed in counterpart and each counterpart signature shall be binding on the executing party. Executed copies of this amendment shall be as binding on the parties as the original instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

DEVELOPER:

TAHOE RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company

By: Norman Properties, Inc., a
California Corporation, its
Manager

By: _____
DON ROGER NORMAN,
President

Date: _____

OWNER:

TEC HOLDINGS 67 LLC, a Washington limited liability company, as to an undivided 26% interest

By: Fleishmanns Industrial Park LLC, Manager

By: _____
Robert Code, Manager

Date: _____

OWNER:

JAMES CODE AND CLAIRE CODE, husband and wife as community property, as to an undivided 50% interest

By: _____
James Code

Date: _____

By: _____
Claire Code

Date: _____

COUNTY:

COUNTY OF STOREY, a political subdivision of the State of Nevada

By: _____
MARSHALL MCBRIDE,
Chairman, Board of County
Commissioners

Date: _____

OWNER:

FLEISHMANN'S INDUSTRIAL PARK, LLC, a Washington limited liability company, as to an undivided 24% interest

By: _____
Robert Code, Manager

Date: _____

ENCLOSURE B

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2018 by DON ROGER NORMAN, President of Norman Properties Inc., a California corporation, Manager of Tahoe-Reno Industrial Center, LLC, a Nevada limited liability company.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2018 by MARSHALL MCBRIDE, Chairman, Board of County Commissioners of County of Storey, a political subdivision of the State of Nevada.

Notary Public

State of Washington

County of _____

I certify that I know or have satisfactory evidence that ROBERT CODE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Fleischmanns Industrial Park, LLC, a Washington limited liability company, in its capacity as Manager of TEC Holdings 67 LLC, a Washington limited liability company.

Dated: _____

Notary Public for Washington
My Appointment Expires: _____

State of Washington

County of _____

I certify that I know or have satisfactory evidence that ROBERT CODE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Fleischmanns Industrial Park, LLC, a Washington limited liability company.

Dated: _____

Notary Public for Washington
My Appointment Expires: _____

14

State of Washington

County of _____

I certify that I know or have satisfactory evidence that JAMES CODE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____

State of Washington

County of _____

I certify that I know or have satisfactory evidence that CLAIRE CODE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____

When Recorded Return To:

Storey County Clerk/Treasurer
26 B. Street
Virginia City, NV 89440

APN: portion of 005-031-01

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

AMENDMENT TO DEVELOPMENT AGREEMENT

This instrument ("Amendment") is entered into by and between **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, ("Developer"); **THE COUNTY OF STOREY**, a political subdivision of the State of Nevada, ("County"); and **TEC HOLDINGS 67 LLC**, a Washington limited liability company, as to an undivided 26% interest, **FLEISHMANN'S INDUSTRIAL PARK, LLC**, a Washington limited liability company, as to an undivided 24% interest, and **JAMES CODE AND CLAIRE CODE**, husband and wife as community property, as to an undivided 50% interest; all as tenants in common (collectively "Owner"). This Amendment amends and modifies that certain Development Agreement dated February 1, 2000 ("Development Agreement"), a Memorandum of which was recorded on February 8, 2000 as Document No. 86804 in the office of the Recorder of Storey County, Nevada ("Memorandum").

WHEREAS, Developer and County are parties to the Development Agreement.

WHEREAS, Owner is the owner of Assessor's Parcel Number ("APN") 005-031-01, which was formerly owned by Developer and is land subject to the Development Agreement, as provided in Exhibit "A" to the Memorandum.

WHEREAS, Developer, County and Owner wish to amend the Development Agreement and Memorandum to delete a portion of APN 005-031-01 from the lien and charge thereof.

NOW THEREFORE IT IS HEREBY AGREED by Developer, County and Owner that a portion of APN 005-031-01, as more particularly described on Exhibit "A" ("Deannexed Property"), attached hereto, is deannexed and deleted from the Property as land subject to the Development Agreement, and all lien and charge of the Memorandum as the Deannexed Property is hereby released, cancelled and terminated.

All defined terms in the Development Agreement shall have the same meanings when used herein. Except as amended hereby, the Development Agreement remains in full force and effect. This amendment may be executed in counterpart and each counterpart signature shall be binding on the executing party. Executed copies of this amendment shall be as binding on the parties as the original instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

DEVELOPER:

TAHOE RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company

By: Norman Properties, Inc., a
California Corporation, its
Manager

By: *Don Roger Norman*
DON ROGER NORMAN,
President

Date: 8-10-18

COUNTY:

COUNTY OF STOREY, a political
subdivision of the State of Nevada

By: _____
MARSHALL MCBRIDE,
Chairman, Board of County
Commissioners

Date: _____

OWNER:

TEC HOLDINGS 67 LLC, a Washington
limited liability company, as to an undivided 26%
interest

By: Fleishmanns Industrial Park LLC, Manager

By: _____
Robert Code, Manager

Date: _____

OWNER:

JAMES CODE AND CLAIRE CODE, husband
and wife as community property, as to an
undivided 50% interest

By: _____
James Code

Date: _____

By: _____
Claire Code

Date: _____

OWNER:

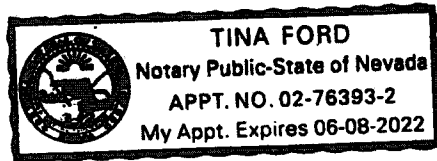
FLEISHMANN'S INDUSTRIAL PARK, LLC, a Washington limited liability company,
as to an undivided 24% interest

By: _____
Robert Code, Manager

Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 10, 2018 by DON ROGER NORMAN, President of Norman Properties Inc., a California corporation, Manager of Tahoe-Reno Industrial Center, LLC, a Nevada limited liability company.



Tina Ford
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2018 by MARSHALL MCBRIDE, Chairman, Board of County Commissioners of County of Storey, a political subdivision of the State of Nevada.

Notary Public

State of Washington

County of _____

I certify that I know or have satisfactory evidence that ROBERT CODE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Fleischmanns Industrial Park, LLC, a Washington limited liability company, in its capacity as Manager of TEC Holdings 67 LLC, a Washington limited liability company.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____

State of Washington

County of _____

I certify that I know or have satisfactory evidence that ROBERT CODE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Fleischmanns Industrial Park, LLC, a Washington limited liability company.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____

State of Washington

County of _____

I certify that I know or have satisfactory evidence that JAMES CODE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____

State of Washington

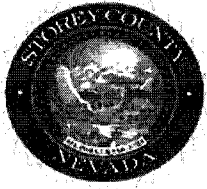
County of _____

I certify that I know or have satisfactory evidence that CLAIRE CODE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for Washington

My Appointment Expires: _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 08/21/18

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC certain real property located at APN 005-061-01 Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, described in "Exhibit A" attached hereto.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC certain real property located at APN 005-061-01 Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, described in "Exhibit A" attached hereto.
3. **Prepared by:** Austin Osborne
4. **Department:** Planning **Telephone:** 775.847.1144
4. **Staff summary:** The subject action will for ten dollars deed and dedicate to Storey County approximately 0.63 acres of vacant land abutting Fire Station 75/ McCarran Government Complex.
5. **Supporting materials:** Enclosures: Declaration of value; deed of dedication; and Exhibit "A" Parcel 2008-81.
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.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number

- a) 005-061-01
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other Water Rights

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 0.00
Transfer Tax Value: \$ 0.00
Real Property Transfer Tax Due: \$ 0.00

4. If Exemption Claimed:

- a. Transfer tax Exemption per NRS 375.090 Section # 2
b. Explain Reason for Exemption: Transfer to a government entity.

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Robert M. Sader
Robert M. Sader, Counsel

Capacity: Grantor

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION

Print Name: Tahoe-Reno Industrial Center, LLC
Address: c/o Robert M. Sader, Esq.
City: 8600 Technology Way, Suite 101
State: Reno, NV Zip: 89521

BUYER (GRANTEE) INFORMATION

Print Name: Storey County
Address: 26 South B Street, Drawer D
City: Virginia City
State: NV Zip: 89440

COMPANY/PERSON REQUESTING RECORDING
(required if not the seller or buyer)

Print Name: Robert M. Sader, Ltd.
Address: 8600 Technology Way, Suite 101
City: Reno

Escrow #: TRI/Surplus/Storey County

State: NV Zip: 89521

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

After Recording, Return To:

Storey County Treasurer
26 B Street, Drawer D
Virginia City, NV 89440

Documentary Transfer Tax: \$0
APN: 005-061-01

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE is made and entered into by and between **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, referred to as "Grantor"; and the **COUNTY OF STOREY**, a political subdivision of the State of Nevada, referred to as "Grantee".

WITNESSETH:

That the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto to Grantee, its successors and assigns forever, all that certain real property situate in the County of Storey, State of Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein.

TOGETHER WITH ALL and singular the tenements, hereditaments and appurtenances thereunto belonging or in manner appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, except water rights of all kinds, which are reserved to Grantor.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Grantee and to its successors and assigns forever.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto
Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture the day and year first
above written.

GRANTOR:

**TAHOE-RENO INDUSTRIAL CENTER,
LLC, a Nevada limited liability company**

By: Norman Properties, Inc., a California
corporation, its Manager

By: Don Roger Norman
Don Roger Norman, President

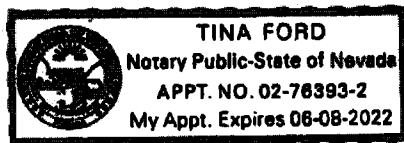
ACCEPTED:

**THE COUNTY OF STOREY, a political subdivision of
the State of Nevada**

By: _____
Marshall McBride, Chairman of the
Board of County Commissioners

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 1,
20 18 by DON ROGER NORMAN as President of Norman Properties, Inc., Manager of
Tahoe-Reno Industrial Center, LLC, a Nevada limited liability company.



Tina Ford
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
20____ by MARSHALL McBRIDE, Chairman of the Board of County Commissioners of the
County of Storey, a political subdivision of the State of Nevada.

Notary Public

July 31, 2018
Job No. 9373.000-Task 010

EXHIBIT "A"
PARCEL 2008-81

All that certain real property situate within the Southwest one-quarter (1/4) of Section Two (2), and the Southeast one-quarter (1/4) of Section Three (3), Township 19 North, Range 22 East, Mount Diablo Meridian, Storey County, State of Nevada, being all of Parcel 2008-81 as shown on Record of Survey Map, File No. 110500 in the Official Records of Storey County, Nevada and as described in Grant Bargain and Sale Deed for Record of Survey, Document No. 110501 in the Official Records of Storey County, Nevada, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Parcel 2008-81, from which the East one-quarter corner of said Section Three (3) bears North 04°45'14" West, 799.70 feet;

THENCE, along a curve to the left, from a tangent which bears South 28°34'23" West, having a radius of 770.00 feet, a central angle of 16°08'53", and an arc length of 217.01 feet;

THENCE South 87°37'54" West, 108.94 feet;

THENCE, along a non-tangent curve to the left, from a tangent which bears North 02°06'09" East, having a radius of 870.00 feet, a central angle of 11°13'17", and an arc length of 170.39 feet;

THENCE North 75°32'29" East, 134.00 feet;

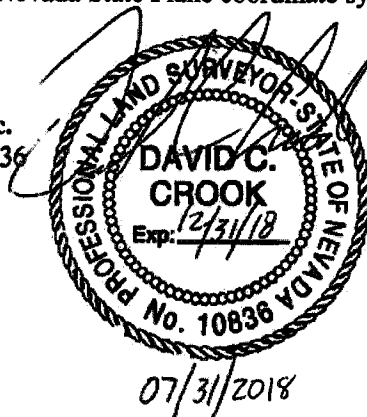
THENCE, along a tangent curve to the right having a radius of 170.00 feet, a central angle of 22°10'05", and an arc length of 65.77 feet to the POINT OF BEGINNING.

CONTAINING: 27,012 square feet of land, more or less.

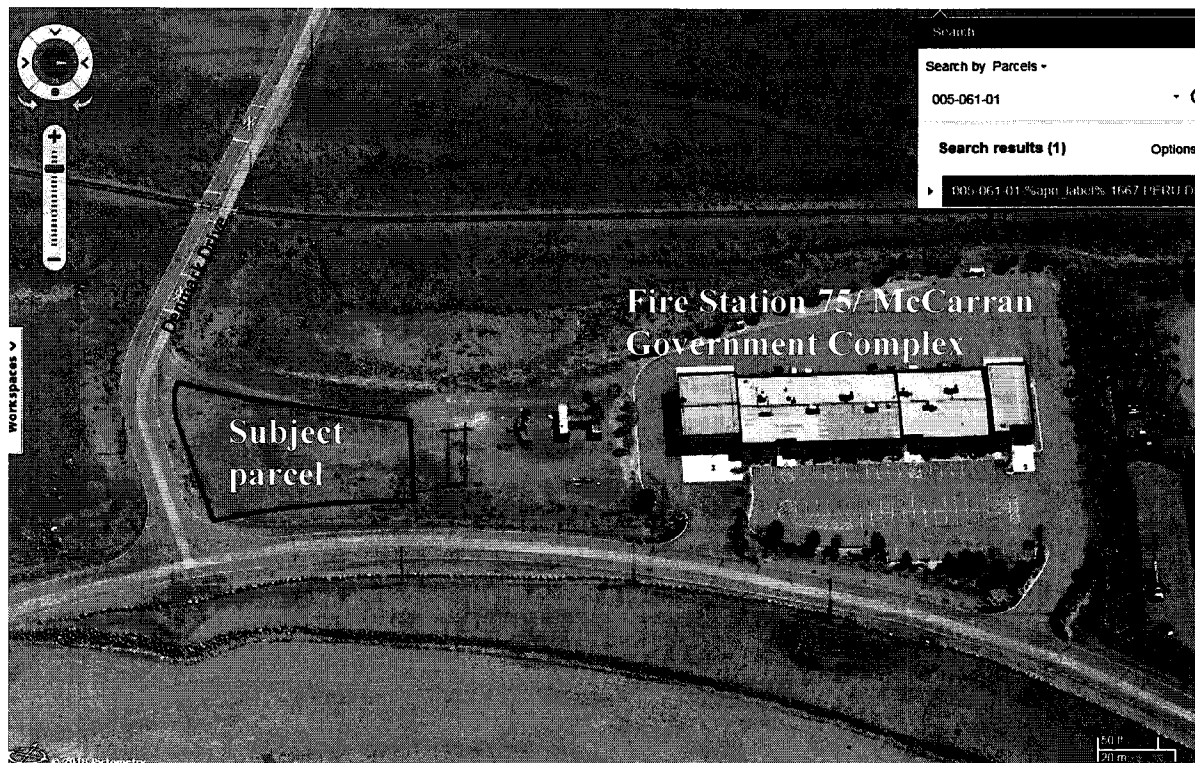
The above described parcel is subject to all reservations and easement of record.

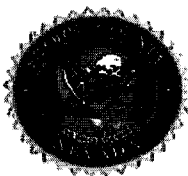
BASIS OF BEARINGS: Nevada State Plane coordinate system, West Zone (NAD 83/94).

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406



18-000 Dedication real property
Aerial Photograph





Storey County Board of County Commissioners Agenda Action Report

Meeting date:
8-21-18

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Melissa Field

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No.

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

August 9, 2018
Via email

Please add the following item(s) to the **August 21, 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. INTEGRATED MANUFACTURING & SUPPLY** – Contractor / 620 Orvis Ave ~ San Jose, CA
- B. AKAZAWA MACHINE CO.,LTD** – General / 2-10-6 Tohgo Dohri ~ Osaka, JP
- C. EVOQUA WATER TECHNOLOGIES, LLC** – General / 210 Sixth Ave ~ Pittsburgh, PA
- D. PETERSEN DEAN INC** – Contractor / 39300 Civic Center Dr ~ Freemont, CA
- E. DANIEL W. PHETTEPLACE, DBA: THE ELECTRICIAN** – Contractor / 1275 Kleppe ~ Sparks, NV
- F. GAEA GLOBAL TECHNOLOGIES, INC** – General / 317 Whitcliff Ct ~ San Ramon, CA
- G. ASPEN DEVELOPERS CORP** – Contractor / 2340 E. 5th St ~ Reno, NV
- H. CUMMINS INC** – General / 390 Intercresent St ~ Broomfield, Co
- I. AEGIS ENGINEERING AND MNGMNT GROUP** – General / 18601 LBJ Fwy ~ Mesquite, TX
- J. NORMAN S. WRIGHT MECH/EQUIP** – Contractor / 99A South Hill Dr ~ Brisbane, CA
- K. BERIAH VETTER, DBA: VETTER WERKS** – Home / 131 Elizabeth Ln ~ Dayton, NV
- L. FUKAMI MANUFACTURING CO** – General / 1121-1 Yamada ~ Gifu, JP
- M. FARR WEST ENGINEERING** – General / 5510 Longley Lane ~ Reno, NV
- N. ZION BUILDERS INC** – Contractor / 1170 Marietta Way ~ Sparks, NV
- O. JOLT ELECTRIC LLC** – Contractor / 152 Pebble Dr ~ Dayton, NV
- P. USA SCALES, INC** – General / 5401 Byron Hot Springs Rd ~ Byron, CA
- Q. SUPERIOR TANK CO** – Contractor / 9500 Lucas Ranch Rd ~ Bakersfield, CA
- R. STEVEN GREEN** – Home / 5438 Comstock Rd ~ Placerville, CA
- S. MAYA'S SOUTH INDIAN CUISINE** – General / 9655 Frankwood Dr ~ Reno, NV
- T. AMIAD USA, INC** – General / 120 Talbot Road ~ Mooresville, NC
- U. AI SYSTEMS CO.,LTD** – General / 11-18 Motomachi ~ Osaka, JP
- V. WTR ELECTRIC INC** – Contractor / 6005 Hockberry ~ Reno, NV
- W. COMINIX U.S.A. INC** – General / 990 Hammond Dr ~ Atlanta, GA
- X. HOLIDAY ENTERPRISES** – Home / 2331 Empire Rd ~ Reno, NV
- Y. WELSCO DRILLING CORP** – Contractor / 2510 Beasley Dr ~ Fallon, NV
- Z. POGGEMEYER DESIGN GROUP INC** – General / 6960 Smoke Ranch Rd ~ Las Vegas, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office