



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

12/18/2018 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 Agenda for December 18, 2018

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for November 9, 2018

5. **CONSENT AGENDA**

- I For possible action, approval of payroll claims in the amount of \$351,743.77 and accounts payable claims in the amount of \$631,304.82.
- II For possible action, approval of 1st reading for Crusader Armament & Training. CCW instructor, Hank Shannon Owner.
- III For possible action, approval of Amendments to Storey County Administrative Policies and Procedures including Policy 040 Annual Department Budget Request.
- IV For possible action, approval and acceptance of a National Park Services Historic Preservation Grant (HPF) award for \$46,800.00 to assist St. Mary's Art Center with Phase II of their building Rehabilitation Project.

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

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

8. **DISCUSSION/POSSIBLE ACTION:**

For possible action: consideration and possible action on resolution no. 18-521 approving the reimbursement agreement among the County and all owners of property in the Tahoe-Reno Industrial Center Tax Increment Area subject to minor changes, if any, as are approved by the County Manager.

9. **DISCUSSION/POSSIBLE ACTION:**

For possible action: consideration and possible action on resolution no. 18-522 approving the cooperative agreement between the County and TRI General Improvement District relating to the Tahoe-Reno Industrial Center Tax Increment Area subject to minor changes, if any, as approved by the County Manager.

10. **DISCUSSION/POSSIBLE ACTION:**

For possible action: consideration and possible action on a resolution no. 18-523 making certain determinations regarding excess tax increment revenues distributed into the funds of the respective taxing agencies under Nevada Revised Statutes ("NRS") 278C.250 in connection with the Tahoe-Reno Industrial Center Tax Increment Area.

11. DISCUSSION/POSSIBLE ACTION:

Consideration and possible action on Stipulation with Tahoe Reno Industrial Center LLC (TRIC) to provide that incremental tax revenues used to reimburse owners of property within the Tax Increment Area for expenses in constructing the effluent pipeline will not be counted as "Project Revenues" as that term is defined in the Capital Improvement Plan agreed upon between Storey County, DP Operating Partnership LLP and TRIC on or about February 1, 2000 (Project Revenues)

12. DISCUSSION/POSSIBLE ACTION:

Approval of Resolution 18-525 Honoring Commissioner Jack McGuffey.

13. PUBLIC COMMENT (No Action)

14. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

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.

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 12/18/2018; 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 Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: December 18, 2018
Agenda Item Type: Regular Agenda

Estimate of Time Required: 0-5 mn

1. **Title:** Approval of the Minutes for November 9, 2018
2. **Recommended motion:** Approval of the Minutes of November 9, 2018.
3. **Prepared by:** Vanessa Stephens

Department: Clerk

Contact Number: 775-847-0969

4. **Staff Summary:** Minutes are attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

VS Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

FRIDAY, NOVEMBER 9, 2018 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JACK MC GUFFEY
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL: Chairman McBride, Vice-Chairman McGuffey, Commissioner Gilman, County Manager Pat Whitten, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, Comptroller Hugh Gallagher, Deputy Clerk/Treasurer Sarah Burnet, Administrative Officer/Planning Director Austin Osborne, Planner Kathy Canfield, Community Chest Director Eric Schoen, Community Relations Director Cherie Nevin, Chief Deputy Tony Dosen, Outside Counsel Robert Morris

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

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

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for November 9, 2018.

Public Comment:
None

Motion: Approve Agenda for November 9, 2018, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for October 16, 2018

Public Comment:
None

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

5. CONSENT AGENDA

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

II For possible action, approval of business licenses First Readings:

- A. OMBOLI INTERIORS INC - Contractor / 4200 Rewana Way ~ Reno, NV
- B. ADKORE STAFFING GROUP LLC - General / 4200 W. 115th St ~ Legwood, KS
- C. MICHAEL CLAY CORPORATION - Contractor / 410 E. Minor ~ Winnemucca, NV
- D. PICKETT, KELM & ASSOCIATES - General / 4100 Duval Rd ~ Austin, TX
- E. FISHER SAND & GRAVEL, dba: ARIZONA DRILL&B-Contractor/1302 W. Drivers Way~Tempe, AZ
- F. DANNY WAYNEHAM, dba: SAWDUDE DESIGNS - General / 1130 Harmony ~ WMCA, NV
- G. PROGRESS WIRELESS - Contractor / 2133 Donald Dr #3 ~ Moraga, CA
- H. HOLDER CONSTRUCTION - Contractor / 3300 Riverwood Pkwy ~ Atlanta, GA
- I. ATLAS COPCO RENTAL LLC - General / 2306 South Battleground Rd ~ La Port, TX
- J. CHIKO AIRTEC CO., LTD - General / 2-27-24 Hakushima ~ Osaka, Japan
- K. COLIN GORDON ASSOCIATES - General / 150 North Hill Dr ~ Brisbane, CA
- L. ALPINE LOCK AND KEY, INC - General / 811 Ryland St ~ Reno, NV
- M. SOUTH STAR RISK CONSULTING, LLC - General / 1059 Redfish St ~ Bayou Vista, TX
- N. ENGINEERED TOOLING SYSTEMS - General / 2780 Courier NW ~ Grand Rapids, MI
- O. WEIGL CONCRETE, LLC - Contractor / 3550 Barron Way ~ Reno, NV
- P. PROSPECT PEAK LLC - Contractor / 177 Walnut Dr ~ Fernley, NV
- Q. NEESER CONSTRUCTION - Contractor / 455 US Hwy 395 N ~ Washoe Valley, NV
- R. MTEX INNOVATIVE SOLUTIONS GMBH - General / 7 Kirchstrafe ~ Roansburg, Germany
- S. TYRES INTERNATIONAL INC - General / 4637 Allen Rd ~ Stow, OH
- T. RYAN SESSIONS, dba: HANDYMAN SERVICE - Home Business / 7770 Opal Bluff Dr ~ Reno, NV

III. For possible action, approval of Fire Prevention Week Proclamation.

IV. For possible action, approval of payroll claims in the amount of \$622,984.71 and accounts payable claims in the amount of \$2,602,224.64.

Public Comment:
None

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

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

Eric Schoen, Community Chest/Library Director:

- Community Chest will be closed Veteran's Day, Thanksgiving Day, and the day after.
- Reminder: The health clinic is open Mondays and Wednesdays.
- There has been increased utilization of the Community Center, including groups such as the Boy Scouts, Cub Scouts, and Girl Scouts.
- The Community Chest's annual spring benefit concert is set for May 10, 2019, featuring Grammy award-winning singer Roseanne Cash. See the Community Chest website for more information. Tickets are selling quickly – this will be a sold out event.

Cherie Nevin, Community Services Director:

- Work continues on the 5-Mile pipeline replacement project. Ophir Grade remains closed to all vehicles, including off-road vehicles, every day – 24 hours.
- A Strategic Plan is being developed for the Senior Centers. Thank you to Commissioner Gilman for attending the day-long Strategic Plan meeting.
- The Veteran's Day Spaghetti Feed will be held November 11th at the Senior Center – following the parade.
- The Senior Center will hold its annual Craft Fair on December 1st.
- Congratulations to local the high school Volleyball Team, #1 in the region, and the football team playing in the semi-finals.

Hugh Gallagher, Comptroller:

- We are officially in "the cloud" - referring to the County's new accounting system. There are some issues which are being corrected. Thank you employees and vendors for their patience.

Austin Osborne, Administrative Officer/Planning Director:

- The cell tower in the Highlands is under construction and moving forward to probable completion in December.
- The Mark Twain flood study is still in progress.

County Manager Pat Whitten:

- The 5 Mile Pipeline replacement project is moving along quickly with over 11,000 feet of pipe connected to date. Substantial completion is expected by the end of the month.

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

Chairman McBride:

- Christmas on the Comstock will be held December 1st with the Parade of Lights at 5 PM.
- Congratulations to the winners of County Offices.

8. DISCUSSION/POSSIBLE ACTION: Canvass of the General Election results held in and for Storey County, Nevada on November 6, 2018.

Chairman McBride asked if there was any public comment regarding the results. There were none.

Chair McBride asked the Clerk if there was any reason to not accept the results of the election. Deputy Clerk Sarah Burnet said there is none.

Motion: I make a motion to Approve Canvass as submitted, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

9. DISCUSSION/POSSIBLE ACTION: Discussion and possible action on Bill No. 109, the first reading of Ordinance No. 18-298, an ordinance amending Storey County Code chapter 15.04 Buildings and Construction, to adopt the 2018 International Fire Code, the 2018 International Wildland-Urban Interface Code, and the 2018 Northern Nevada Amendments to the 2018 International Wildland-Urban Interface Code, amending section 15.04.080 Fire District requirements, and providing for other properly related matters.

Outside Counsel Robert Morris explained this is a "housekeeping" Ordinance adopting certain 2018 codes/amendments to the Wildland-Urban Interface Code that had not been adopted before.

Mr. Morris read the title: An ordinance amending Storey County Code chapter 15.04 Buildings and Construction, to adopt the 2018 International Fire Code, the 2018 International Wildland-Urban Interface Code, and the 2018 Northern Nevada Amendments to the 2018 International Wildland-Urban Interface Code, amending section 15.04.080 Fire District requirements, and providing for other properly related matters.

Chairman McBride commented the 2018 Regulations had already been approved, these are amendments. Mr. Morris said dates have been changed on two codes in addition to new codes to be adopted.

Gary Hames, Community Development Director, commented there were so many drafts, some dates were missed. The Fire Marshals in Northern Nevada decided to split the codes this year instead of having one. This was not realized previously - this item cleans up any issues.

Public Comment:
None

Motion: I move to approve the first reading of Bill No. 109, Ordinance No. 18-298, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

10. DISCUSSION/POSSIBLE ACTION: Second reading for General Business License - U.S. Security Associates, 1320 Freeport Blvd., Sparks, NV 89434. Security Guard Service Provider.

Chief Deputy Tony Dosen asked to have this item move forward.

Chairman McBride said the staff report indicated all of the background had been done and applicant is in compliance.

Public Comment:
None

Motion: I make a motion to approve the second reading for the General Business License, U.S. Security & Associates, located at 1320 Freeport Blvd., Sparks, NV 89434 - Security Guard Service provider, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Consideration and possible action to approve Resolution No. 18-519 announcing an intention to lease a portion of 1705 Peru Drive to the Nevada Highway Patrol for no rent.

Deputy District Attorney Keith Loomis said the Highway Patrol wishes to increase its presence in TRIC and establish a sub-station in that area. They have asked the County to lease a small area in the County complex on Peru Drive for no rent. This can be done under NRS 277.050, which requires adoption of a resolution indicating the intent to lease at a lesser value.

Mr. Whitten indicated NHP will be utilizing two offices with two parking spaces, and will have access to breakroom and kitchen. Access to phone service and internet has been offered by the County. NHP will provide janitorial service. Two to six employees will be stationed there within the year. While not receiving rent, NHP presence in the Park will generate additional revenues.

District Attorney Anne Langer commented about three years ago there were 900 traffic citations and now about 2,000 issued. Accidents happen daily. The presence of the NHP in the Park is very important. This will also "free up" Storey County deputies for other areas.

Public Comment:
None

Motion: I, Commissioner Jack McGuffey, hereby move to approve Resolution No. 18-519 and authorize the Chairman to sign, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

13. DISCUSSION/POSSIBLE ACTION: Amending of existing liquor license for the Ponderosa Saloon. Add Off-sale.

Public Comment:

Gary Schmidt: Noted an error in the agenda, and requested a separate agenda for the Liquor License Board - suggesting in the future a separate agenda be created for the Liquor License Board. There are multiple issues and suggested in the future the Open Meeting Law should be complied with. A combined agenda cannot be published.

District Attorney Anne Langer referred to and explained the first paragraph of this agenda states the various Boards the Commissioners serve on, and that those Boards may convene during this agenda or a separate agenda. The Board recesses as the Board of County Commissioners and convenes as the Storey County Liquor Board - the Board will then adjourn and go back into the Board of County Commissioners. Public Comment is heard on each item.

Sam Toll, Gold Hill resident questioned the limitation of Public Comment to three minutes on each item.

Chairman McBride said as Chairman of the Board he can let comment go on if a relevant case is being made. Generally, comments will be limited to three minutes to avoid repetition and being here all day. This has been the policy for a long time.

Mr. Toll: Reminder, this came before the Board with Mr. Malfitano and Tina Perkins where an outside, special investigation was to be conducted removing that from the pervue of the Sheriff. Is this same investigation going to be done with the Ponderosa? Asked if this is "yes" or "no".

Chairman McBride: That would be "no".

District Attorney Anne Langer suggested continuing this item to November 19, 2018 so that Mr. Schmidt's earlier comments about Open Meeting Laws could be reviewed.

Motion: I make a motion to continue this item to the November 19th meeting, 9A.M., in this Courtroom, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

Chairman McBride called for a recess at 10:36 A.M. Meeting reconvened at 10:42 A.M.

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

15. DISCUSSION/POSSIBLE ACTION: Special Use Permit 2018-043 is a request to allow the applicants to convert an existing detached garage to an accessory dwelling unit for immediate family on a developed residential property. The subject property is located at 2650 Castle Peak Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-331-11.

Planner Kathy Canfield presented this item, an application to convert an existing garage to an accessory dwelling. Ms. Canfield described the property location on a 10 acre parcel in the Highlands. The proposed accessory dwelling unit meets all code requirements except for size - which is more than requirements indicate. The Planning Commission discussed this at length and made a recommendation, with modifications, that the unit could be more square feet - against staff recommendation to follow what the code says. The code is being looked at to see if it needs to be updated. Right now, staff recommends staying to code - 1,000 square feet.

Chairman McBride commented a lot of conversions in the Highlands have been made without proper permitting. Most are in favor of mother-in-law quarters but size is an issue - the County does not want multiple homes on a single parcel. Is this Board allowed to approve this dwelling that is prohibited under County Code?

Deputy District Attorney Keith Loomis: At the Planning Commission, he advised conditions could not be imposed that violate County Code. If the County is going to address the size of mother-in-law quarters, the condition could be if the County changes its requirements, this applicant could take advantage of the change, if less restrictive, down the road. This request is more of a variance from the requirements of the Code - which the Board can do.

Applicant Tracy Young: It was also her understanding this was a special use variance – it will be used only for her mother, or immediate family. The 1,500 ft. detached building has been there a long time. It is a garage, with a section that is plumbed (by previous owner).

Planning Director Austin Osborne noted it would be arduous to divide this building. Amendments to Title 17 are being drafted to provide a little more variance in this type of situation –unfortunately, it doesn't apply today. The principle purpose of conditions is to prevent multi-family uses and multiple wells in the Highlands community.

Vice Chairman McGuffey asked if the whole 1,584 square foot building was going to be living space? You could convert half of the space and leave half for a garage.

Ms. Young said the area plumbed is kitchen and bath, the rest of the space would be bedroom and living area. The entire space is needed.

Commissioner Gilman is inclined to support the Planning Commission. Splitting the unit is not practical and this is for the elderly mother's housing.

Mr. Loomis explained this item is for a Special Use Permit, required for an accessory dwelling. A request for variance standard is slightly different. The variance requires that existing use of the property imposes undue hardship on applicant. In this case, the fact that the building exceeds 1,000 feet is an undue hardship in that the applicant would have to reduce the size.

Chairman McBride: Based on draft of changes being written, in the future this would be allowed?

Mr. Osborne: In circumstance such as this, there would be expressed language in zoning for a variance that would allow this. Under existing zoning, an applicant could apply for a variance as well.

Vice Chairman McGuffey commented there are a handful of buildings like this, are the rules going to be changed for everyone?

Mr. Osborne: If the new zoning is approved, the rules would change for everyone. There are rules for someone who would build a structure to live in while building a principal structure.

Chairman McBride asked if the applicant had wanted to build 1,000 square would that have been a problem?

Mr. Osborne: It would have been a simple Special Use Permit.

Chair McBride: It sounds like a variance would be a smoother transaction.

Mr. Osborne explained that the decision of the Planning Commission being different from staff is not "heartburn" – every situation is unique. Just how to make it right for everyone.

Vice Chairman questioned the condition of the roof structure in regards to snow-load. Does there need to be a permit from the building department?

Ms. Canfield commented that a building permit was issued in 1994.

Public Comment:

Planning Commissioner, Kris Thompson: The Planning Commission decided converting the space from 1,500+ square feet to 1,000 would require extensive, costly modifications, and after the mother is no longer living there, it must be converted back to pre-existing use. The Planning Commission understood there can't be more than one home on a property - but this building does not look like home. Modifications to make this a 1,000 square foot building would be at great cost and does not outweigh the public policy of being able to care for families. The vote was 3 yes - 1 no.

Ms. Canfield said staff understood the rationale of the Planning Commission. Staff believes they (staff) should look at the rules in place today - but recognize the rules may need to be modified.

Mr. Osborne commented that if this Board approves the Special Use, with the District Attorney's recommendation that complies with the Code - if the applicant wants to apply for that variance we can work quickly to get it through the Planning Commission and this Board.

Chair McBride asked the applicant how she would feel about the Board approving 1,000 square feet and then she can apply for a variance for the additional footage.

Ms. Young indicated she thought today's meeting would take care of this, but if there is another process she will gladly do it.

Chair McBride said there are concerns in approving something that is not to code.

Commissioner Gilman said he would make a motion based on the Planning Commission recommendation.

Vice Chairman McGuffey agrees, and said he would go with the Planning Commission. There has been talk in the last few years about helping people get mother-in-law quarters.

Chair McBride: To be sure we're on the same page, Commissioner Gilman is recommending to go along with the Planning Commission and not taking the recommendation of staff.

Commissioner Gilman: Yes - I believe they have the option to come back with a variance - that's what a variance is for....

Chair McBride commented that they won't have to come back for a variance if this is approved. There is a motion by Commissioner Gilman

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

Ms. Canfield referred to the staff report, page 12 - "recommended Conditions of Approval". Planning Commission is recommending the conditions in "black" stay; conditions in "red" be deleted and replaced by the conditions in "blue". Ms. Canfield reviewed the conditions that would be deleted from the motion. Conditions O and P will stay.

Ms. Canfield read the findings:

This approval is for Special Use Permit 2018-043 to allow the applicant to convert an existing detached garage to an accessory dwelling unit for immediate family on a developed residential property. The subject property is located at 2650 Castle Peak Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-331-11.

The Special Use Permit conforms to the 2016 Storey County Master Plan for the Virginia City Highlands Rural Residential community area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit. The Special Use Permit complies with the general purpose, goals, objectives, and standards of the county master plan, the zoning ordinance and any other plan, program, map or ordinance adopted, or under consideration pursuant to the official notice by the county.

The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.

The Special Use Permit will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

The Special Use Permit, with the recommended conditions of approval, complies with the requirements of Chapters 17.03.150 - Special Use Permit, 17.12.046 - Accessory Dwellings, Location and Placement, and 17.40 Estate Zone.

Vice Chairman McBride asked if the owners had gotten approval from the Homeowners Association.

Ms.Canfield said this is something that will be turned into the building department when they're ready to

Chairman McBride asked if any correspondence had been received in opposition.

Ms. Canfield said there were no comments.

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

16. DISCUSSION/POSSIBLE ACTION: Variance 2018-044 is a request by the applicant to allow the front yard setback for the construction of a new single family residence to be reduced from the required 20-feet to 0-feet. The property is located at 381 S. E Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-132-26.

Kathy Canfield explained applicant is requesting a "zero" foot setback for construction of family residence. The property is on E Street dropping off sharply to F Street. Ms. Canfield reviewed the zoning of this and surrounding properties. Proposed setback is consistent with property to the north. Staff is recommending approval. The Planning Commission recommended approval - no comments were received from neighbors.

Public Comment:

None

Ms. Canfield the Findings of Fact:

This variance (Variance 2018-044) allows the front yard setback for the construction of a new single family residence to be reduced from the required 20-feet to 0-feet. The property is located at 381 S. E Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-132-26.

The subject property is located within CR Commercial Residential zoning in which single family residences are an allowed use

That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

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

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

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

The proposed Variance is in compliance with Storey County Code 17.03.140 Variances and 17.12 General Provisions and 17.30 CR Commercial Residential Zone when all Conditions of Approval are met.

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

downtown, including most of "D" through "F" streets, is composed of sporadic clusters of commercial, and single- and multi-family residential uses separated by large tracts of vacant land. Most of the buildings and uses in this area are remnants from the 19th Century which to this day are occupied and used much as they were a century ago." The proposed residence will not alter the Mixed Use Commercial Residential Master Plan designation.

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I Commissioner Jack McGuffey, move to approve Variance 2018-044 to allow the front yard setback for the construction of a new single family residence to be reduced from the required 20-feet to 0-feet. The property is located at 381 S. E Street, Virginia City, Storey County, Nevada, Assessor's Parcel Number (APN) 001-132-26, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

17. DISCUSSION/POSSIBLE ACTION: A request for a Parcel Map (File 2018-046) to divide an existing 72.53 acre parcel into four individual parcels of land. Two parcels will be linear in nature and follow the Amsterdam travelled way alignment and the second will follow the railroad alignment. The remaining two parcels will be approximately 26.67 and 42.29 acres in size. The subject property is located south of Waltham Way on either side of the Amsterdam travelled way, including the Amsterdam travelled way, and having Assessor's Parcel Number 004-092-11, McCarran, Storey County, Nevada. The project is a division of Parcel 3-A-1 as shown on Record of Survey Map No. 94355.

Ms. Canfield said this vacant property is owned by NV Energy. A railroad line and private roadway go through it. This request will create four parcels from one existing parcel. This property abuts, and is not in, the TRI Center. Staff received one inquiry, the staff report was sent and there were no further comments. Planning Commission recommended approval.

Chairman McBride asked if this would give them opportunity for future development in that area?

Ms. Canfield said future development could occur on the two parcels -dividing out the railroad line and roadway to be separate from the pieces on the property now.

Public Comment:

None

Ms. Canfield read the Findings of Fact:

This approval is for a Parcel Map (File 2018-046) to divide an existing 72.53 acre parcel into four individual parcels of land. Two parcels will be linear in nature and follow the Amsterdam travelled way alignment and the second will follow the railroad alignment. The remaining two parcels will be approximately 26.67 and 42.29 acres in size. The subject property is located south of Waltham Way on either side of the Amsterdam travelled way, including the Amsterdam travelled way, and having Assessor's Parcel Number 004-092-11, McCarran, Storey County, Nevada. The project is a division of Parcel 3-A-1 as shown on Record of Survey Map No. 94355.

The property to be divided is zoned for the intended uses and the density and design of the division conforms to the requirements of the zoning regulations contained in the county code.

The proposed parcel map conforms to public facilities and improvement standards of this county land development code.

The proposed parcel map conforms to the design standards manual.

The developer and successor owners of each new parcel created understand that the county, county fire protection district, county school district, and special districts in the county are not obligated to furnish any service, specifically mentioning fire protection and roads, to the land so divided, and that any public utility may be similarly free from obligation.

There are no delinquent taxes or assessments on the land to be divided, as certified by the county treasurer.

The project is not located within an identified archeological or cultural study area, as recognized by the county.

The proposed parcel map that is adjacent to public lands will not cause substantial adverse impact to access to public lands, access to public lands provided before the parcel map will be mitigated, or reasonable alternative access to the adjacent public lands exists in the immediate vicinity.

The proposed parcel map conforms to the county zoning ordinance and master plan.

The proposed parcel map accounts for physical characteristics of the land including floodplains, slope and soils.

The applicant shall comply with the requirements of the Nevada Division of Water Resources.

Motion: In accordance with the recommendation by Staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I Commissioner Jack McGuffey, hereby move to approve a Parcel Map (File 2018-046) to divide an existing 72.53 acre parcel into four individual parcels of land. Two parcels will be linear in nature and follow the Amsterdam travelled way alignment and the second will follow the railroad alignment. The remaining two parcels will be approximately 26.67 and 42.29 acres in size. The subject property is located south of Waltham Way on either side of the Amsterdam travelled way, including the Amsterdam travelled way, and having Assessor's Parcel Number 004-092-11, McCarran, Storey County, Nevada. The project is a division of Parcel 3-A-1 as shown on Record of Survey Map No. 94355, **Action:** Approve, **Moved by:** Vice Chairman McGuffey, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

18. DISCUSSION/POSSIBLE ACTION: Approval of Business License Second Readings:
A. OXFORD INSTRUMENTS AMERICA INC - General / 300 Baker Ave ~ Concord, MA
B. CALIBER HOME LOANS INC - General / 1525 S. Belt Line Rd ~ Coppell, TX

C. COMPLETE CONCRETE - Contractor / 7481 Deveron Dr ~ Reno, NV
D. ENLIGHTED INC - General / 930 Benecia Ave ~ Sunnyvale, CA
E. JAG BROADCAST VIDEO - General / 2051 Canal Rd ~ Sparks, NV
F. FREEDOM HOME HEALTH LLC - General / 3680 Grant Dr ~ Reno, NV

Mr. Whitten said Community Development recommends approval of items A through F.

Public Comment:

None

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

19. ITEM WITHDRAWN - DISCUSSION/POSSIBLE ACTION: Bill 105, the first reading of Ordinance No. 18-296, an amendment to Title 17 Zoning of the Storey County Code involving Chapter 17.30 CR Commercial Residential zone and Chapter 17.28 C Commercial zone to add a use of private garage to the list of allowed uses, and other properly related matters. Additional information including, but not limited to, draft text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org, or viewed online at <http://storeycounty.org/517/Updates>. In addition to the provisions of the NRS, any person may complete and return to the Board a statement supporting or opposing the proposed amendments to the county code and/or zoning ordinance.

Ms. Canfield clarified that an application had come in and was noticed for this date - the applicant has since withdrawn the application.

20. CORRESPONDENCE

I Correspondence from ISO regarding Notification of Publication of BCEGS Classification. In connection with this ISO Classification, Mr. Whitten thanked and congratulated the efforts of the staff of Community Development.

II Correspondence regarding the denial of an agenda item request from Druscilla Thyssen.

21. PUBLIC COMMENT (No Action)

Charles Kozak, attorney representing Druscilla Thyssen: Mr. Kozak read his letter with comments and requested that it be included in the minutes. His letter is attached to these minutes. Mr. Kozak added that approximately 1,800 signatures were received on the Petition mentioned in his letter.

Joe Panatero, employee at the Kozak Law Firm: Commented that the Bill of Rights safeguards the rights of citizens for re-dress. People have endeavored to suppress the Petition to support Virginia City merchants - they will be dealt with in a Federal Court of law. Mr. Panatero passed out envelopes to the Commissioners.

Alexia Sober: Ms. Sober said she is present on behalf of the Storey County Community Coalition. The Coalition has a different approach involving both merchants and residents. There are some merchants that do not support the Petition.

Druscilla Thyssen: We feel the Tourism Commission is ineffective and would like to submit a Petition regarding the VCTC to our elected officials. There are 1,352 signatures from residents and

business owners, members of clubs and organizations, asking that the Ferarri Hill Climb be reinstated having been cancelled after 47 years for one issue. Ms. Thyssen left a copy of the signature package.

Dennis Keotto, representing the Ferrari Club Hill Climb: Agrees that something needs to be done. He tried to reach Pat Whitten and Marshall McBride with no response. He was asked for a reason why it should be reinstated. He sent out a petition, obtained quite a few signatures showing that the community is 100% behind the (Hill Climb). He has not received a response. Mr. Keotto said he would like (the County) to reinstate the Hill Climb.

Randy Harris, Virginia City Hill Climb participant: He met with Deny Dotson, VCTC Director. Mr. Dotson told him he did not make any money from this event and will not have the Hill Climb anymore. Mr. Harris said his family goes into Virginia City while attending the event, shopping and doing tours. Hotels, motels, and restaurants were booked. Participants came from local areas, other states, and loved to stay in Virginia City – supporting the economy. Later in the meeting with Mr. Dotson changed and said “WE do not make any money off of the Hill Climb”. That’s the bottom line. This is not possible, this is a well-known, iconic event. Please have us back to continue to help and support the town and its economy.

Sam Toll, Gold Hill resident: He has been asking the Board since 2016 to have Public Comment at the beginning of the meeting. Some people attending the meeting today have shops in town and are missing work because Public Comment is not at the beginning of the meeting. Again, requested that Public Comment be at the beginning and the end of the meeting.

Mr. Toll said he submitted an application for the Hill Climb to Mr. Whitten. No response was received until it was too late. A new application is forthcoming.

Gary Schmidt: Supports the comments of Attorney Kozak and commends the Commissioners for not re-dressing the applause. Mr. Schmidt discussed complaints he has filed with the Attorney General’s office over the years.

Jim Farley: Asked that letters petitioning for the Hill Climb be attached to the minutes.

Alexia Sober: Said the Coalition is also in support of bringing back the Hill Climb

22. ADJOURNMENT

Chairman McBride adjourned the meeting at 11:48 A.M.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 18, 2018
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min

1. **Title:** For possible action, approval of payroll claims in the amount of \$351,743.77 and accounts payable claims in the amount of \$631,304.82.
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:** Reports are attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**



Department Head

Department Name: Treasurer

____ County Manager

Other Agency Review: _____

9. **Board Action:**

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



Payroll Check Register

Report Summary

Pay Period: 11/12/2018-11/25/2018

Packet: PRPKT00084 - 2018-11-30 Payroll cw

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	1,114.68
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	130	240,478.97
Total	132	241,593.65

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Payroll Check Register Report Summary

Pay Period: 11/12/2018-11/25/2018

Packet: PRPKT00038 - 2018-11-30 FIRE Payroll jm/tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	35	105,689.15
Total	38	105,689.15

Approved by the Storey County Board of Commissners:

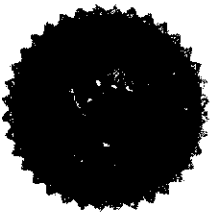
Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Payroll Check Register Report Summary

Pay Period: 11/12/2018-11/25/2018

Type	Count	Amount
Regular Checks	1	384.84
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	1	0.00
Direct Deposits	0	0.00
Total	2	384.84

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Payroll Check Register Report Summary

Pay Period: 11/30/2018-11/30/2018

Type	Count	Amount
Regular Checks	2	4,076.13
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	2	4,076.13

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Check Register

Packet: APPKT00158 - 2018-11-30 Payroll AP jm

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
300007	USAA 529 College Savings Plans	11/29/2018	EFT	0.00	50.00	10000
300003	AFLAC	11/30/2018	Regular	0.00	1,091.01	94055
300008	AFSCME Union	11/30/2018	Regular	0.00	636.05	94056
300001	Colonial Life & Accident	11/30/2018	Regular	0.00	111.69	94057
300011	Nevada State Treasurer	11/30/2018	Regular	0.00	4.00	94058
405424	Optum Bank, Member FDIC	11/30/2018	Regular	0.00	1,110.00	94059
300004	Pacific Life Insurance Co	11/30/2018	Regular	0.00	50.00	94060
103233	PUBLIC EMPLY RETIREMENT SYSTEM	11/30/2018	Regular	0.00	46.66	94061
102441	ST CO SHERIFF	11/30/2018	Regular	0.00	692.91	94062
300010	State Collection & Disbursement Un	11/30/2018	Regular	0.00	197.70	94063
300006	Storey Co Fire Fighters Assoc	11/30/2018	Regular	0.00	1,150.00	94064
404639	VOYA RETIREMENT INS	11/30/2018	Regular	0.00	7,284.00	94065
300005	Washington National Ins	11/30/2018	Regular	0.00	521.02	94066
300002	Western Insurance Specialties	11/30/2018	Regular	0.00	17.63	94067

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	13	0.00	12,912.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	50.00
	29	14	0.00	12,962.67

Approved by the Storey County Board of Commissners:

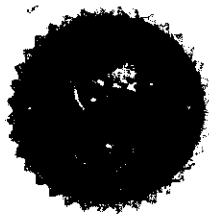
Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Check Register

Packet: APPKT00204 - 2018-12-07 AP Payment-2 cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
100135	ALSCO INC	12/07/2018	Regular	0.00	205.52	94187
405179	BROWN, PETRIE F	12/07/2018	Regular	0.00	720.00	94188
100476	BURTON'S FIRE INC	12/07/2018	Regular	0.00	192.03	94189
100475	CAPITAL CITY AUTO PARTS	12/07/2018	Regular	0.00	23.78	94190
405134	CMC TIRE INC	12/07/2018	Regular	0.00	993.00	94191
404466	DAIOHS USA INC	12/07/2018	Regular	0.00	51.90	94192
404547	ELLIOTT AUTO SUPPLY INC	12/07/2018	Regular	0.00	2,473.57	94193
101485	FERGUSON ENTERPRISES INC	12/07/2018	Regular	0.00	421.36	94194
403975	FERRELLGAS LP	12/07/2018	Regular	0.00	1,489.85	94195
404896	GOLDEN GATE/SET PETROLEUM	12/07/2018	Regular	0.00	2,296.18	94196
101899	GRAINGER	12/07/2018	Regular	0.00	1,306.51	94197
103470	GREAT BASIN TERMITE & PES	12/07/2018	Regular	0.00	65.00	94198
404778	HAT, LTD	12/07/2018	Regular	0.00	1,696.80	94199
100889	HOME DEPOT CREDIT SERVICE	12/07/2018	Regular	0.00	236.01	94200
405302	Institute for Environmental Health I	12/07/2018	Regular	0.00	730.00	94201
103317	JBP LLC	12/07/2018	Regular	0.00	201.98	94202
405436	McCullah, Kerry	12/07/2018	Regular	0.00	90.35	94203
103377	NEV DIV ENVIRONMENT PROTE	12/07/2018	Regular	0.00	100.00	94204
101274	NEVADA SPEEDOMETER SERVIC	12/07/2018	Regular	0.00	184.58	94205
405127	O'REILLY AUTO ENTERPRISES	12/07/2018	Regular	0.00	14.73	94206
103032	POWERPLAN	12/07/2018	Regular	0.00	820.56	94207
100348	PURCELL TIRE & RUBBER CO	12/07/2018	Regular	0.00	1,186.20	94208
101745	ST CO WATER SYSTEM	12/07/2018	Regular	0.00	2,242.62	94209
404845	THOMAS PETROLEUM LLC	12/07/2018	Regular	0.00	3,162.53	94210
403225	TRI GENERAL IMPROVEMENT	12/07/2018	Regular	0.00	487.36	94211
101845	US POSTOFFICE (VC)	12/07/2018	Regular	0.00	200.00	94212
103080	WATERS SEPTIC TANK SV DBA	12/07/2018	Regular	0.00	740.00	94213
101920	WESTERN NEVADA SUPPLY CO	12/07/2018	Regular	0.00	1,952.28	94214
404834	WESTERN SUPPLY INC	12/07/2018	Regular	0.00	506.96	94215

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	59	29	0.00	24,791.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	59	29	0.00	24,791.66

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Check Register

Packet: APPKT00203 - 2018-12-7 AP Payment Process cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
99672	ABC FIRE & CYLINDER SERVI	12/07/2018	Regular	0.00	769.40	94070
405020	ALL COMSTOCK LLC	12/07/2018	Regular	0.00	4,000.00	94071
100135	ALSCO INC	12/07/2018	Regular	0.00	31.10	94072
403949	AMERIGAS PROPANE LP	12/07/2018	Regular	0.00	868.39	94073
404935	AMES CONSTRUCTION	12/07/2018	Regular	0.00	47,725.75	94074
405268	ARGENTUM PARTNERS, LTD	12/07/2018	Regular	0.00	4,167.00	94075
405435	Armac Contruction, LLC	12/07/2018	Regular	0.00	37,833.00	94076
405380	Barkdull-Spencer, Elaine	12/07/2018	Regular	0.00	16,320.85	94077
405103	BATTLE BORN CONSULTING SE	12/07/2018	Regular	0.00	11,354.00	94078
405278	Bean, James	12/07/2018	Regular	0.00	1,555.00	94079
403850	BILLOW, DENNIS	12/07/2018	Regular	0.00	91.22	94080
100430	BOARD OF REGENTS (COMPT)	12/07/2018	Regular	0.00	250.00	94081
405439	Box, Rhiannon	12/07/2018	Regular	0.00	500.00	94082
404634	BRANDON, RUSSELL D	12/07/2018	Regular	0.00	60.00	94083
403671	BURRELL, SCOTT LEWIS	12/07/2018	Regular	0.00	280.50	94084
405260	CAD, Inc.	12/07/2018	Regular	0.00	75.00	94085
99763	CANYON GENERAL IMPROVEMENT I	12/07/2018	Regular	0.00	50.50	94086
100486	CAPITOL REPORTERS	12/07/2018	Regular	0.00	2,184.40	94087
403268	CELLCO PARTNERSHIP	12/07/2018	Regular	0.00	4,421.52	94088
403635	CENTRAL SANITARY SUPPLY	12/07/2018	Regular	0.00	169.40	94089
403775	CHARM-TEX	12/07/2018	Regular	0.00	113.26	94090
100526	CITY OF CARSON CITY	12/07/2018	Regular	0.00	75.95	94091
100505	CITY OF CARSON TREASURER	12/07/2018	Regular	0.00	30.00	94092
404573	CODE PUBLISHING COMPANY	12/07/2018	Regular	0.00	350.00	94093
403822	COLLECTION SERVICE OF NEV	12/07/2018	Regular	0.00	432.56	94094
100655	COMMUNITY CHEST INC	12/07/2018	Regular	0.00	15,791.00	94095
99652	COMSTOCK CHRONICLE (VC)	12/07/2018	Regular	0.00	2,237.63	94096
404060	CREATIVE CONCEPTS MEDIA +	12/07/2018	Regular	0.00	1,000.00	94097
405354	Crisis Collections Management, LLC	12/07/2018	Regular	0.00	679.06	94098
404466	DAIOHS USA INC	12/07/2018	Regular	0.00	336.56	94099
402905	DISH DBS CORPORATION DISH NETV	12/07/2018	Regular	0.00	97.03	94100
405008	ERICKSON THORPE & SWAINSTON L	12/07/2018	Regular	0.00	1,254.00	94101
100775	FARMER BROS CO	12/07/2018	Regular	0.00	125.14	94102
403975	FERRELLGAS LP	12/07/2018	Regular	0.00	1,055.32	94103
405264	FIDELITY SEC LIFE INS CO	12/07/2018	Regular	0.00	222.13	94104
405046	GLENN, PHILLIP	12/07/2018	Regular	0.00	300.00	94105
404508	GRANSBERY, TOM	12/07/2018	Regular	0.00	135.00	94106
103470	GREAT BASIN TERMITE & PES	12/07/2018	Regular	0.00	130.00	94107
405023	HANSEN OVERHEAD GARAGE	12/07/2018	Regular	0.00	1,179.85	94108
403040	HENRY SCHEIN	12/07/2018	Regular	0.00	1,064.70	94109
404366	HOMETOWN HEALTH	12/07/2018	Regular	0.00	15,296.23	94110
404328	INTERCEPT INC	12/07/2018	Regular	0.00	136.00	94111
403834	IT1 SOURCE LLC	12/07/2018	Regular	0.00	4,223.48	94112
404583	JAMES C MCLENNAN MDPC	12/07/2018	Regular	0.00	500.00	94113
405263	KANSAS CITY LIFE INS CO	12/07/2018	Regular	0.00	15.92	94114
403140	KEKULE, LAURA L	12/07/2018	Regular	0.00	306.00	94115
405441	Kelley, Loran	12/07/2018	Regular	0.00	500.00	94116
405224	KENNETH L DORR JR SOLE M	12/07/2018	Regular	0.00	3,997.00	94117
405440	Kulpa, Brian	12/07/2018	Regular	0.00	500.00	94118
405409	Lara-Hernandez, Olga	12/07/2018	Regular	0.00	255.15	94119
101030	LIFE-ASSIST INC	12/07/2018	Regular	0.00	279.66	94120
404102	LIQUID BLUE EVENTS LLC	12/07/2018	Regular	0.00	2,300.00	94121
404102	LIQUID BLUE EVENTS LLC	12/07/2018	Regular	0.00	46,160.12	94122
404363	MA LABORATORIES INC	12/07/2018	Regular	0.00	1,157.12	94123

Check Register

Packet: APPKT00203-2018-12-7 AP Payment Process cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405077	MACKAY MANSION	12/07/2018	Regular	0.00	67.50	94124
404691	MARK TWAIN COMMUNITY CTR	12/07/2018	Regular	0.00	1,228.37	94125
404899	MCCARTHY, TIMOTHY	12/07/2018	Regular	0.00	200.00	94126
404136	MCELLISTREM, JOSEPH E	12/07/2018	Regular	0.00	2,450.00	94127
405200	MENDOZA, JOHN MICHAEL	12/07/2018	Regular	0.00	134.01	94128
404088	METRO OFFICE SOLUTIONS IN	12/07/2018	Regular	0.00	357.68	94129
403839	MORRIS, ROBERT T	12/07/2018	Regular	0.00	2,600.00	94130
100471	MOUND HOUSE TRUE VALUE	12/07/2018	Regular	0.00	10.28	94131
101160	NATIONAL ASSN OF COUNTIES	12/07/2018	Regular	0.00	450.00	94132
101226	NEV COMPTROLLER	12/07/2018	Regular	0.00	565.32	94133
101226	NEV COMPTROLLER	12/07/2018	Regular	0.00	11,044.50	94134
101335	NEV DEPT TAXATION	12/07/2018	Regular	0.00	119.56	94135
101335	NEV DEPT TAXATION	12/07/2018	Regular	0.00	162.16	94136
101225	NEV DIV OF FORESTRY	12/07/2018	Regular	0.00	37,500.00	94137
101319	NEV PUBLIC DEFENDER	12/07/2018	Regular	0.00	20,465.00	94138
404631	NEVAD STATE DIVISION OF	12/07/2018	Regular	0.00	200.00	94139
101269	NEVADA LEGAL SERVICE INC	12/07/2018	Regular	0.00	462.93	94140
403830	NEVADA PUBLIC RISK MANAGE	12/07/2018	Regular	0.00	1,386.00	94141
405352	Ocampo, Julie Lozada	12/07/2018	Regular	0.00	92.20	94142
404746	OTIS ELEVATOR COMPANY	12/07/2018	Regular	0.00	2,470.15	94143
404076	OVERHEAD FIRE PROTECTION, INC	12/07/2018	Regular	0.00	760.00	94144
403630	PANZIERA, THERESA	12/07/2018	Regular	0.00	498.00	94145
403895	PETRINI, ANGELO D	12/07/2018	Regular	0.00	70.00	94146
405433	Pietro Accardi	12/07/2018	Regular	0.00	1,190.00	94147
403329	PROTECTION DEVICES INC	12/07/2018	Regular	0.00	2,097.07	94148
103306	PURCHASE POWER	12/07/2018	Regular	0.00	1,900.00	94149
404398	RAD STRATEGIES INC	12/07/2018	Regular	0.00	400.00	94150
404398	RAD STRATEGIES INC	12/07/2018	Regular	0.00	25.00	94151
402937	RAY MORGAN CO INC (CA)	12/07/2018	Regular	0.00	222.76	94152
404909	RENO TYPOGRAPHERS, INC	12/07/2018	Regular	0.00	1,808.87	94153
404780	REPORTING SYSTEMS, INC	12/07/2018	Regular	0.00	618.00	94154
405095	ROBERTS, BOBBI JEAN	12/07/2018	Regular	0.00	306.82	94155
101210	SBC GLOBAL SERVICES INC	12/07/2018	Regular	0.00	178.22	94156
405081	SHERMARK DISTRIBUTORS INC	12/07/2018	Regular	0.00	224.00	94157
404187	SHOAF, BRIAN ALLEN	12/07/2018	Regular	0.00	40.50	94158
101630	SIERRA PACIFIC POWER CO	12/07/2018	Regular	0.00	146.89	94159
101632	SIERRA PEST CONTROL INC	12/07/2018	Regular	0.00	105.00	94160
405366	Skyfiber Video, LLC	12/07/2018	Regular	0.00	190.00	94161
404195	SOUTHERN GLAZERS WINE & S	12/07/2018	Regular	0.00	412.70	94162
101717	ST CO SCHOOL DISTRICT	12/07/2018	Regular	0.00	131,839.80	94163
101745	ST CO WATER SYSTEM	12/07/2018	Regular	0.00	401.82	94164
404871	STAR2STAR COMMUNICATIONS, LLC	12/07/2018	Regular	0.00	2,260.41	94165
101229	State of Nevada	12/07/2018	Regular	0.00	20.00	94166
405120	STEM LLC	12/07/2018	Regular	0.00	2,240.00	94167
403892	SUN PEAK ENTERPRISES	12/07/2018	Regular	0.00	530.00	94168
103089	SUNRIDGE SYSTEMS INC	12/07/2018	Regular	0.00	11,574.00	94169
404615	THE ANTOS AGENCY	12/07/2018	Regular	0.00	286.25	94170
404786	THE ROASTING HOUSE	12/07/2018	Regular	0.00	107.42	94171
405437	Tholl Fence Inc.	12/07/2018	Regular	0.00	5,960.00	94172
405010	TIMELY TESTING LTD	12/07/2018	Regular	0.00	110.00	94173
402935	TRUCKEE MEADOWS WATER SYS	12/07/2018	Regular	0.00	49.95	94174
404062	UNITED FINANCE INDUSTRIAL LOAN	12/07/2018	Regular	0.00	195.02	94175
403728	UNITED SITE SERVICES OF NEVADA	12/07/2018	Regular	0.00	164.84	94176
405076	UNITEDHEALTHCARE INS CO	12/07/2018	Regular	0.00	1,142.71	94177
403983	VCTC	12/07/2018	Regular	0.00	213.42	94178
405378	Virginia & Truckee RR CO Inc.	12/07/2018	Regular	0.00	62,500.00	94179
403893	VIRGINIA CITY TOURS INC	12/07/2018	Regular	0.00	132.00	94180
101890	WASHOE CO CORONER	12/07/2018	Regular	0.00	1,250.00	94181
103009	WASHOE COUNTY SENIOR SERV	12/07/2018	Regular	0.00	1,466.72	94182
403150	WASHOE COUNTY, NEVADA	12/07/2018	Regular	0.00	429.00	94183
405040	WEIDNER & ASSOCIATES	12/07/2018	Regular	0.00	405.57	94184

Check Register

Packet: APPKT00203-2018-12-7 AP Payment Process cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405226	WILLAMAN, GABRIEL	12/07/2018	Regular	0.00	16,765.00	94185
404856	WILSON, CARLA JEAN	12/07/2018	Regular	0.00	11,704.00	94186
404295	WELLS ONE COMMERCIAL CARD	12/07/2018	Bank Draft	0.00	13,700.17	DFT0000053

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	117	0.00	579,850.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	1	0.00	13,700.17
EFT's	0	0	0.00	0.00
	154	118	0.00	593,550.49

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/4/18

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of 1st reading for Crusader Armament & Training. CCW instructor, Hank Shannon Owner

2. **Recommended motion:** I motion to approve the first reading for Crusader Armament & Training, CCW Instructor. Owner, Hank Shannon at 112 North Curry St. Carson City, NV.

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

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** The first reading for Crusader Armament & Training, CCW Instructor. Owner, Hank Shannon at 112 North Curry St. Carson City, NV.

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

A handwritten signature in black ink, appearing to read "Gerald Antinoro", is written over a horizontal line.

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

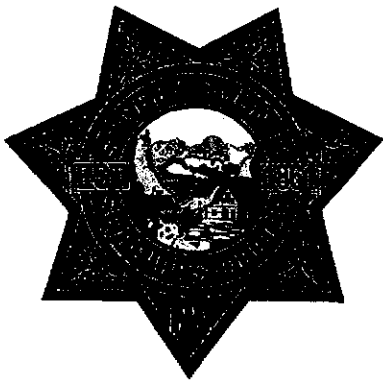
☐ Denied

☐

Continued

Agenda Item No.

5 II



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

December 3, 2018

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

Fr: Brandy Gavenda

Please add the following item(s) to the December 18, 2018 Commissioners
Consent Agenda:

LICENSE BOARD

First Reading:

- A. General Business License –Crusader Armament & Training. Owner
Hank Shannon.

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/18/18

Estimate of time required: 10 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Discussion/Possible Action. Amendments to Storey County Administrative Policies and Procedures including Policy 040 Annual Department Budget Request.

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 updates to Storey County Administrative Policies and Procedures including Policy 040 Annual Department Budget Request.

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. This request makes necessary adjustments to the 12/04/18 policy update.

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

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

**STOREY COUNTY ADMINISTRATIVE
POLICIES AND PROCEDURES**

NUMBER 040
EFFECTIVE DATE: 07-03-2012
REVISED: 12/04/18-12/18/18
AUTHORITY: BOC
COUNTY MANAGER: PAW

SUBJECT: Budgeting and Budget Requests

I. PURPOSE: To establish methods and procedures for the development, presentation, adoption, administration and evaluation of departmental budget requests and the county budget. To enable the county to make financial plans for both current and capital expenditure programs and to provide program priorities for the expenditure of public funds. To provide for the control of revenues and expenditures, in order to promote prudence and efficiency in the expenditure of public funds.

II. POLICY: Comptroller is authorized to develop the annual budget for approval by the board in accordance with the provisions of NRS NRS 354 and NAC 354.

III. PROCEDURES:

A. Development of Draft Budget:

1. During the month of January of each year the Comptroller or his/her designee will notice the County Manager and department heads to develop a draft budget proposal for the following fiscal year. The County Manager and each department head will also be provided a schedule showing deadlines for draft budget submittals and resubmittals, tentative and final map hearings and submittals, and other important dates in the budget process for the year.
2. The Comptroller will convene a core budget team consisting of himself/herself, the County Manager, the Administrative Officer and/or Personnel Director, auditors and analysts from the Comptroller's and County Manager's office, and other person(s) as applicable and appropriate for each department and fund.
3. Each department head will develop a draft budget proposal for his/her department. By a deadline set by the Comptroller pursuant to paragraph (1), the department head will submit to him/her a department budget draft proposal for preliminary review.
4. Before submittal of the tentative budget to the board, the core budget team will meet with each department head for the purpose of reviewing each proposed department budget. Discussion will occur between the parties about projected revenues, anticipated expenses, and other matters potentially affecting the county budget and department budget during the coming fiscal year. Concerns and input from each member of the core budget team and the department head will be considered in formulating the tentative budget for the county and each department. This process may be performed in one or more meetings with the department head.
5. The tentative budget will be provided to the entire core budget team at least 5 days before it is submitted to the board for consideration in order to allow sufficient time for the budget team to review and provide comment.

B. Tentative and Final Budget Preparation, Noticing, and Hearing

1. The Comptroller will prepare for the board a draft tentative budget for the ensuing fiscal year. The tentative budget must be submitted to the County Manager and core budget team, and filed for public record and be inspected by the Storey County Clerk.
2. On or before April 15 of each year, the Comptroller will submit the tentative budget to the Nevada Department of Taxation.
3. The tentative and final budgets will be prepared, submitted, noticed, and considered by the board and the Nevada Department of Taxation as set forth in NRS 354 and NAC 354.

C. The adoption of the budget by the board is the approval of each construction project/capitol project included in the budget.

1. The County Manager or the Comptroller are authorized to cancel or substitute construction project/capitol project throughout the fiscal year.
2. Any department head wishing to initiate a new project or project change, not authorized in the budget as the same may be amended from time to time, must first obtain budget change approval from the Comptroller or County Manager or prior to its commencement.

D. Each department head must remain familiar at all times with the budget balances of his/her department.

1. No department head or employee may obligate the county to any expenditure of money not specifically budgeted without the express written authority of the County Manager and the Comptroller.
2. No department head or employee may spend or obligate money in excess of the total budget appropriated for that department without the expressed written authority of the County Manager and the Comptroller.
3. For cost control, any item purchased over \$1,499.99, the department head must submit a Budget Request Form 040-F to the County Manager and County Comptroller for approval.
4. Expenditure from a budget other than the department's own may only be made with authorization from the County Manager and the Comptroller.

E. The Comptroller shall on no less than a monthly basis, review each department's expenditures for conformity with the duly approved departmental budget. Exceptions or possible over-expenditures must be noted by the Comptroller with a copy to the County Manager.

F. The Comptroller will on a quarterly basis provide a summary standing of the county budget, including for revenues and expenditures, and for each department of the county, to the board in public hearing.

IV. Structurally Balanced Budget

A. The county will maintain a structurally balanced budget, where recurring revenues equal or exceed recurring expenditures within known parameters. The county will balance recurring operating expenditures with recurring revenues reasonably expected to continue year to year.

B. Recurring expenditures are operating costs that are funded each year such as salaries, benefits, services, supplies, and asset maintenance costs. Non-recurring expenditures are on-time expenditures and one-time costs such as acquisitions or replacement of capital assets.

C. There may be instances when recurring revenue or expenses may not be measurable due to pending contract or other negotiations, and other contingencies, at the time of the tentative and/or final budget. The Comptroller will present to the County Manager for his/her concurrence and to the board the best estimate under these circumstances for revenue or expenses.

D. Property taxes are examples of recurring revenue, while settlements from lawsuits or certain grants are examples of non-recurring revenue.

E. Revenues that have both recurring and non-recurring components require judgement in determining how much of the source is truly recurring. For example, building permit revenues rise in a period of high growth in the community, but can be volatile as economic conditions change. The county will review its revenue portfolio to identify revenues with potentially volatile components and avoid over reliance on these revenue sources in its budget projections.

F. The county will maintain reserves at its desired policy levels. Using reserves to balance the budget may only be considered in the context of a plan to return to structural balance. The plan to return to structural balance must include a specific length of time for replenishing the fund balance and remediating the negative impact of any other short-term balancing actions that may be taken.

V. ~~Pay As You Go Budgeting~~ Budgeting Structure

A. The county will conduct its operations from existing or foreseeable revenue sources. The budget preparation will cluster proposed expenses by department or cost center. The presentation will typically show the actual expenditure or budget from the prior period for comparison purposes, and in order to show significant changes budgeted from the prior period. ~~Achieving pay as you go funding requires the following practices: current direct and indirect costs for operating and maintenance will be controlled and will be funded with current revenues. Sound revenue and expenditure forecasts will be prepared annually for all operating funds as part of budget discussions.~~

B. ~~The county will prepare a full Cost Allocation and Recovery Plan, compliant with the Federal Office of Management and Budget (OMB) Circular A-87 annually to prove accurate and complete estimates of the indirect service costs. The Cost Allocation Plan will be updated annually during budget development.~~

C. ~~Costs attributable to the mandates of other government agencies will be included in the annual budget.~~

VI. Budget Performance Reporting

A. The Comptroller will submit quarterly operating reports to the County Manager and board comparing actual revenues and expenditures with budgeted revenues and expenditures.

B. Where practical, the county will develop and employ performance measures to be included in the budget.

VII. Maintenance, Repair, and Replacement Goals

A. As a goal, all equipment replacement and maintenance needs for the next 5 years will be projected and the projection will be updated each year. A maintenance and replacement schedule based on this projection will be developed and potential funding sources identified.

B. Replacement of capital outlay items will be planned to increase efficiency and productivity considering the available funds. When possible, replacement plans will be timed as stable intervals so as not to spend excessively in one year and restrictively in the next.

VIII. Maintenance of Capital Assets

A. The budget should provide sufficient funds for the regular repair and maintenance of all county capital assets. The budget should not be balanced by deferring these expenditures.

B. Future maintenance needs for all new capital facilities will be identified during the capital improvement program process. Significant maintenance and operating cost increases or decreases will be reflected in the five-year financial plan.

IX. Personnel Services

A. The county will strive to pay competitive market rates for salaries, wages, and benefits to its employees. The funding of competitive market rates will be balanced against the county's ability to fund short- and long-term costs and to maintain quality public services.

B. The county will periodically conduct a comprehensive total compensation survey of public sector employees as necessary and this survey will be the basis for determining prevailing market rates. The compensation survey will focus on public agencies and employees that are similar to Storey County.

C. The county's workforce, measured in full-time-equivalent (FTE), will not fluctuate more than 3 percent annually without corresponding changes in program service level or scope.

D. In establishing pay rates, a cost analysis of rate increases will be conducted and will include the effect of such increases on the county's share of related fringe benefits and unfunded liabilities (including non-salary benefits).

E. Long-term costs of changes in benefits packages will be estimated and fully disclosed to the board before negotiated labor agreements are affirmed.

F. No new personnel should be included in the base budget.

X. Services and Supplies

A. In developing the annual operating budget, total department services and supplies budgets are not to increase from the current year's total adopted budget without valid justification.

XI. Capital Outlay and Projects

A. A capital outlay plan will be developed and will conform to Storey County policies and procedures.

XII. Use of Interest on Investment Earnings

A. The amount of interest on investment earnings fluctuates depending on both the interest rate and the amount invested. It is not advisable for the county to rely on this source of revenue to fund ongoing operations given the significant fluctuations in investment earnings. Therefore, the amount of investment earnings that may be budgeted to fund operations for the next fiscal year is limited to the estimated investment earnings that would be generated from the lowest interest rate and lowest investment amount in the preceding five fiscal years by fund. Any amount in excess can only be used to fund one-time purchases or placed in an appropriate reserve account for future one-time purchases.

XIII. Budget Management

The budget will be managed in accordance with Nevada Local Government Budget Act contained in NRS 354.470-354.626 and NAC 354.400-354.600.

A. Manage budgets

1. Department heads and elected officials will manage their budgets responsibly and will be accountable for compliance with NRS 354.626 requiring that no governing body or member thereof, officer, office, department, or agency within the county may, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, in excess of the amount appropriated in the budget for that function, with the exception of bond repayments, medium-term obligation repayments and any other long-term contracts expressly authorized by law.

B. Augmentations

1. If anticipated resources actually available during a budget period exceed those estimated, the budget may be augmented. Budget augmentations to increase the appropriation of a fund when actual resources exceed those previously budgeted must be approved by a resolution of the board at a regularly scheduled meeting. Budget augmentations become effective upon filing of the resolution with the Department of Taxation. The Comptroller will present budget augmentations to the board for approval three times annually, or as necessary.

C. Budget augmentations for grants-in-aid, gifts, or bequests

1. Budget augmentations resulting from grants, gifts, or bequests previously approved by the board may be approved by department heads designated to administer the budget of that function.

D. Budget Amendments Due to Legislative Action

1. An amended budget due to legislative actions to increase or decrease the revenues or expenditures of a local government not anticipated in the local government's final adopted budget may be filed with the state department of taxation within 30 days of adjournment of the legislative session.

E. Budget Transfer Within a Function

1. Transfers within a function may be approved by the department head designated to administer the budget of that function upon consultation with the Comptroller.

F. Budget Transfers Between Functions, Funds, or Contingency Accounts

1. Budget transfers between functions, funds, or contingency accounts will be approved by the board via resolution at a regularly scheduled meeting and recorded into the official minutes of the meeting.

G. Budget Appropriations

1. Budget appropriations will lapse at the end of the fiscal year and will revert to the available balance of the fund from which appropriated per NRS 354.620. Exceptions include encumbered budget for carryover purchase orders and/or carryover projects.

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 5 minutes

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval and acceptance of a National Park Service Historic Preservation Grant (HPF) award for \$46,800.00 to assist the St. Mary's Art Center with Phase II of their building Rehabilitation Project.

2. **Recommended motion:** I move to approve and accept a National Park Service Historic Preservation Grant (HPF) award for \$46,800.00 to assist the St. Mary's Art Center with Phase II of their building Rehabilitation Project and authorization for Cherie Nevin to sign all associated grant documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Storey County applied for a National Park Service Historic Preservation Grant to assist St. Mary's Art Center with completing Phase II of their building rehabilitation project. We are happy to report that we were successful in receiving \$46,800.00 for this project. The total amount for the project is listed below:

- St. Mary's Art Center will receive \$46,800.00 in grant funds with a \$31,200.00 Cash/In- Kind Match

The match for this grant will come from a combination of community support funding budget allocation and in-kind contributions. This grant is administered by the Nevada State Historic Preservation Office with a start date of 11/26/18 and ending on 08/01/19.

5. **Supporting materials:** Grant Notification Letter
Historic Preservation Funding Agreement

6. **Fiscal impact:**

Funds Available: YES

Fund: Community Support ____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

CN Department Head
____ County Manager

Department Name: Community Relations

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

5 IV



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

Department of Conservation and Natural Resources

**Brian Sandoval, Governor
Bradley Crowell, Director
Rebecca L. Palmer, Administrator, SHPO**

November 21, 2018

Cherie Nevin
Community Relations Coordinator
Storey County
372 South C Street, PO Box 7
Virginia City NV 89440

Re: Historic Preservation Fund (HPF) Sub-Grant Funding Agreement for the *St. Mary's Center Rehabilitation Project Phase II* Project.

Dear Ms. Nevin:

The State Historic Preservation Office finished its HPF grant selection for the FY2018 Round #2 subgrant cycle and is pleased to announce that your organization has been awarded **\$46,800.00**. Enclosed is the official list of awarded projects for the FY2018 Round #2 subgrant cycle.

Each grant has been assigned an HPF project tracking number:

- Your HPF Project Tracking Number is: **NV-18-10005**

Since we have multiple HPF grant years open at any time, it is very important to include your project number with all of your correspondence, such as emails, faxes, letters, memos, progress reports, and reimbursement requests.

Enclosed is the Funding Agreement (FA) between the State Historic Preservation Office (SHPO) and your organization for the above grant. Project work as well as project costs should not be incurred or obligated until all participants have signed the funding agreement. The following is a breakdown of each document.

- Funding Agreement

This legally binding document outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, reversion clauses, financial and reimbursement procedures. Please be sure to review the reporting requirements for the tenure of the grant.

- HPF FA-Attachment A-1 (Scope of Work)

This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations.

- HPF FA-Attachment A-2 (Budget)

This page contains the grant's itemized budget in a spreadsheet format.

- HPF FA-Attachment B (Covenants)

This covenant is a requirement of the HPF subgrant program. This document must be recorded with the deed at the Storey County Recorder's Office and the recorded original must be received by the SHPO prior to initiation of any project-related construction activities funded by this grant.

- HPF FA-Attachment C (Civil Rights)

This section asks your organization to certify, "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."

- HPF FA-Attachment D (Procurement)

This section asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- HPF FA-Attachment E (Lobbying)

This section asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated...will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress..."

- HPF FA-Attachment F (Conflict of Interest)

This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- Read the Funding Agreement, and all Attachments

Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

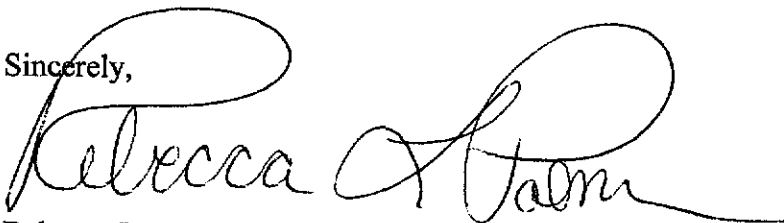
- Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter and grant manual is yours to keep for your project file.

Mail the signed funding agreement and attachments with original signatures to:

State Historic Preservation Office
901 S. Stewart St. Suite 5004
Carson City, NV 89706

When we have signed the document, our office will send you a copy of the completely signed FA for your files. As always, our office looks forward to working with you. If you have any questions, please contact me at 775.684.3443 or by email at rlpalmer@shpo.nv.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Lynn Palmer", with a large, stylized loop at the end.

Rebecca Lynn Palmer
State Historic Preservation Officer

w attachments

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as the "STATE," and (the) **STOREY COUNTY**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

- /X/ ATTACHMENT A - Scope of Work/Budget
- /X/ ATTACHMENT B - Covenant or Letter of Agreement
- /X/ ATTACHMENT C - Civil Rights Assurance
- /X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures
- /X/ ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964
- /X/ ATTACHMENT F - Lobbying with Appropriated Funds
- /X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed \$46,800.00 to assist in **ST. MARY'S CENTER REHABILITATION PROJECT PHASE II**. The minimum non-federal share required for this grant is \$31,200.00.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular (Uniform Administrative Requirements for Grants to State and Local Governments and Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non-Profit organizations shall comply with 2 CFR 230

(Cost Principles for Non-profit Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, and The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.
4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.
5. SUBGRANTEES receiving funds for Development projects are required per NRS 383.121 to consult with STATE if buried or previously unidentified resources are located during these project activities. If this occurs, the STATE recommends that all work in the vicinity cease and SUBGRANTEE contacts the STATE immediately.
6. SUBGRANTEES receiving funds for Development projects are required to track the

number of individuals visiting the resource and the number of events held at the resource during the current calendar year. This information can be submitted in the third progress report or in the final reimbursement request.

7. SUBGRANTEES receiving funds for *Development* projects are required to ensure that the project sign is displayed in a prominent location at each project site while project work is in progress. The SUBGRANTEE is required to submit photographs of the successful project before work begins, while project work is in progress and photos of the completed project to the STATE that indicates where the sign has been placed and that it was there for the duration of the project. The project sign will be provided by the STATE for the duration of the project and will be returned to the STATE upon project completion. If any damage occurs to the project sign during the project, the SUBGRANTEE will be responsible for replacement of the project sign.

8. Provide the STATE with progress and financial reports in a format prescribed by the STATE during the term of the grant. Due dates are **FEBRUARY 1, 2019 AND MAY 1, 2019**. The first progress report is due **FEBRUARY 1, 2019**. Required progress and financial reports are to be submitted quarterly. If the SUBGRANTEE fails to provide the required progress reports during the *first 180 days* (one hundred and eighty) following notification of the grant award, the STATE reserves the right to deobligate the *entire* subgrant amount from the SUBGRANTEE. If the SUBGRANTEE allows *180 days* (one hundred and eighty) to pass without contacting the STATE to submit a reimbursement request and/or required progress reports, the STATE reserves the right to deobligate any *remaining* subgrant funds from the SUBGRANTEE. A final report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

9. Maintain:

- a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.
- b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.
- c) A comparison of actual expenditures with budgeted amounts for the Agreement.
- d) *If appropriate, please provide summaries of annual tourist attendance at the facility.*

10. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

11. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

12. The SUBGRANTEE agrees that timely billing is a requirement of the funding agreement as the STATE must disburse funds no later than the close of the following state fiscal year. All billings for dates of service prior to July 1 of the subsequent fiscal year must be submitted to the STATE no later than the first Friday in August of the same calendar year.

FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with

the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:
 - a) An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
 - b) Submission of satisfactory progress reports as referred to above.
 - c) Submission of a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.
 - d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.
 - e) Progress payments may be made at the discretion of the STATE upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f) Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State

Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:

- a) Termination of the grant by reason of fault of the SUBGRANTEE;
- b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provisions;
- c) Failure by the SUBGRANTEE to make reasonable progress on the grant;
- d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;
- e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;
- f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.
- g) The STATE may terminate this funding agreement, and the SUBGRANTEE waives any and all claim(s) for damages effective immediately upon receipt of written notice (or any date specified therein) if for any reason the SUBGRANTEE's match sources are limited or impaired.
- h) This funding agreement may be terminated by either party upon written

notification for any of the following:

- i. if SUBGRANTEE or their contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this funding agreement within the time requirements specified in this funding agreement or within any granted extension of those time requirements;
- ii. if any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation held by SUBGRANTEE or their contractor to provide the goods or services required by this funding agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. if SUBGRANTEE or their contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. if it is found by the STATE that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SUBGRANTEE or their contractor, or any agent or representative of the SUBGRANTEE or their contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determinations with respect to the performing of such funding agreement; or
- v. if it is found by the STATE that the SUBGRANTEE or their contractor has failed to disclose any material conflict of interest relative to the

performance of this funding agreement.

- i) In the event of termination of this funding agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The SUBGRANTEE or their contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the STATE;
- ii. SUBGRANTEE or their contractor shall execute any documents and take any actions necessary to effectuate an assignment of this funding agreement if so requested by the STATE;
- iii. SUBGRANTEE or their contractor shall preserve, protect and promptly deliver into STATE possession all proprietary information in accordance with paragraph thirteen (13).

4. In the event the SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, the STATE consents to termination of this agreement. In such event, the SUBGRANTEE shall notify the STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

- a) Terminate all or any part of the balance of the grant.
- b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of

the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **NOVEMBER 26, 2018**. The termination or end date is **AUGUST 1, 2019**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. The SUBGRANTEES and their contractors agree not to request reimbursement above the National Park Service's maximum hourly rate of \$82.49. Anything charged above this amount will be the responsibility of the SUBGRANTEE and not the STATE. Financial Reports requesting reimbursement for activity from **NOVEMBER 26, 2018 TO AUGUST 1, 2019** must be submitted no later than close of business on **AUGUST 15, 2019** and will not be allowable for reimbursement or as match after that date. Upon receiving reimbursement requests, the STATE will review the request for completeness and accuracy. If complete and accurate, the reimbursement request will be processed within fifteen (15) business days upon receipt. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement. Upon successful completion and acceptance of final product by the STATE, the STATE will issue an official letter to the SUBGRANTEE to close out the grant.

7. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.

8. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

9. The STATE in accordance with the Office of Management and Budget (OMB) Omni-Circular (36 CFR 200.501), for the Single Audit Act, requires:

- a) Non-Federal entities that expend \$750,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.
- b) Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.
- d) Exemption when Federal awards expended are less than \$750,000. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Omni-Circular (36 CFR 200.501), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

10. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a Department of the Interior grant." Printed material should include language outlined in paragraph eleven (11).

11. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following

statements:

The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street, N.W.; Washington, D.C. 20240.

12. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be a consideration under this funding agreement) or any other documents or drawings, prepared or, in the course of preparation, by the SUBGRANTEE or their contractor in performance of its obligations under this funding agreement shall be the exclusive property of the STATE and all such materials shall be delivered into STATE possession by SUBGRANTEE or their contractor upon completion, termination or cancellation of this funding agreement.

SUBGRANTEE (or its subcontractors) shall not sue, willingly allow, or cause to have such materials used for any purpose other than performance of SUBGRANTEE's (or subcontractors) obligations under this funding agreement without the prior written consent of the STATE. Notwithstanding the forgoing, the STATE shall have no proprietary interest in any materials licensed for use by the STATE that are subject to patent, trademark or copyright protection.

13. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.

14. The final product/report must be submitted to the STATE no later than **August 15, 2019**.

15. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

The parties hereto represent and warrant that the person executing this funding agreement on behalf of each party has full power and authority to enter into this funding agreement. The SUBGRANTEE acknowledges that as required by the previously cited statutes or regulations [NHPA 1966 (P.L. 89-665), OMB A-102, A-133, 2 CFR 225, 2 CFR 230, 2 CFR 220, NRS 244, NRS 320, NRS 383.081, and NRS 354.626] of this funding agreement is effective only for the period specified in this funding agreement, unless an extension is granted by the STATE. Any services performed by the SUBGRANTEE or their contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of the SUBGRANTEE.

IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding Agreement to be signed and intend to be legally bound thereby.

SUBGRANTEE—STOREY COUNTY

Signature: _____

Date: _____

Name (print): _____

Title (print): _____

**STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC
PRESERVATION OFFICE**

By: _____

Date: _____

Rebecca Lynn Palmer, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Adam Paul Laxalt, Attorney General

By: _____

Deputy Attorney General

Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: St. Mary's Center Rehabilitation Project, Phase II.

This project shall support the following:

- Repairs to the third floor balcony, main porch, print room and general exterior site repairs to protect the structure while addressing safety and code requirements. Work will utilize construction documents funded in FY17 (NV-17-10001). NVSHPO staff will ensure that all completed work will adhere to *The Secretary of the Interior's Standards for Rehabilitation*.
- The third floor balcony poses a structural safety hazard and is in jeopardy of significant loss and damage from rot, loss of structural integrity, and exposure. The desire to use this feature requires addressing several issues to address safety issues by completing the following:
 - a. repair/replace/restore balcony railings; and
 - b. install secondary cable railing behind existing balcony railing for code; and
 - c. replace & slope balcony water proofing and decking; and
 - d. add two (2) additional exterior power outlets at balcony near doorway.
- Additional work on the porch to supplement the minor repairs made during the FY17 grant (NV-17-10001) will include the following:
 - a. replace and slope porch decking; and
 - b. add additional railing as required for code; and
 - c. add two (2) exterior power outlets at corners of porch.
- The print room on the first floor requires ceiling enclosure, repair, patch/paint from porch leak investigation & replacement.
- If funding allows, additional general exterior rehabilitation of the building will include:
 - a. redirect gutter & ground drainage to eliminate pooling of water runoff at building; and
 - b. inspect & repair chimneys from crumbling & falling bricks; and
 - c. repair/relocate two (2) inoperable and/or damaged windows.

State Historic Preservation Office (SHPO) and NPS Project Stipulations:

1. If work is to be contracted out, that contract shall copy and use the exact language as set forth in the project objectives and funding agreement from this Scope of Work.
2. All work shall conform with the *Secretary of the Interior's Standards for Rehabilitation*
3. All construction documents shall contain the following statement: "***The ST. MARY'S ART CENTER, AKA ST. MARY LOUISE HOSPITAL*** is a contributing element to the Virginia City National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by a National Park Service grant, the funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties. Link: <https://www.nps.gov/tps/standards.htm>"
4. All completed work shall conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.
5. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
6. The SUBGRANTEE shall provide the SHPO with updates on project progress;
7. The SUBGRANTEE shall provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee shall refund the amount to the SHPO.

**ATTACHMENT A-2
BUDGET**

Participant:	Storey County	
Project Title:	St. Mary's Center Rehabilitation Project Phase II	
Termination	August 1, 2019	
Date: Project ID #	NV-18-10005	
	Federal Share	
Itemized Budget	Construction Management (Mel Green and Associates)	\$1,800.00
	Rehabilitation as Outlined in Scope of Work (Collins Construction)	\$45,000.00
	Subtotal Federal Share:	\$46,800.00
	Non-Federal Share	
	Construction Management (Mel Green and Associates)	\$1,200.00
	Rehabilitation as Outlined in Scope of Work (Collins Construction)	\$30,000.00
		\$31,200.00
Total Project Costs:		\$78,000.00

ATTACHMENT B

COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and **STOREY COUNTY**, hereinafter referred to as "SUBGRANTEE", for the purpose of the property known as the **ST. MARY LOUISE HOSPITAL** and is listed on the National Register of Historic Places, which is owned in fee simple by the SUBGRANTEE.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: **ST. MARY'S ART CENTER, AKA ST. MARY LOUISE HOSPITAL, LOCATED AT 55 R STREET, VIRGINIA CITY, NV.**

In consideration of the sum of **\$158,800.00** received in aggregate in grant-in-aid through the STATE, from the National Park Service, Department of the Interior, the SUBGRANTEE hereby agrees to the following for a period on time ending **DECEMBER 31, 2068**.

1. The SUBGRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which made the Property eligible for listing in the National Register of Historic Places.
2. The SUBGRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
3. The SUBGRANTEE agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
4. The SUBGRANTEE agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with Historic Preservation funds, the

property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these covenants will prohibit the SUBGRANTEE from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The SUBGRANTEE further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation funds are not visible from the public right-of-way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.

6. The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE – It is understood and agreed by the parties thereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

9. These restraints shall run with the property and are binding upon the SUBGRANTEE and

any and all successors, heirs, assignees, or lessees.

10. The STATE shall have the right to file suit in law or equity, if the SUBGRANTEE violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE.

11. The SUBGRANTEE shall record these Covenants in the Recorder's Office of the County in which the subject property is located. The STATE'S obligations with regard to *the subject property shall not become effective* until the SUBGRANTEE has furnished the STATE satisfactory proof of the aforementioned recordation.

[Remainder of page intentionally blank]

These Covenants are entered into this _____ day of _____, 20_____.

SUBGRANTEE-STOREY COUNTY

Signature: _____

Name (*print*): _____

Title (*print*): _____

Date (*print*): _____

ACKNOWLEDGEMENT

Witnessed by Notary Public

State of Nevada

County of _____

On _____, personally appeared before me, a Notary Public in
and for said County and State, _____

Known to me to be the person _____ described in and who executed the foregoing instrument,
who acknowledged to me that _____ executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

Notary Public

STATE-NEVADA STATE HISTORIC PRESERVATION OFFICE

Signature: _____

Name (*print*): _____

Title (*print*): _____

Date (*print*): _____

ACKNOWLEDGEMENT

State of Nevada

County of _____

On _____, personally appeared before me, Notary Public in and for said County and State, _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same and freely and voluntarily and for the uses and purposed therein mentioned.

Notary Public

REVIEWED AS TO FORM ONLY:

Adam Paul Laxalt, Attorney General

By: _____

Deputy Attorney General

Date

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

_____	_____
Signature of Authorized Certifying Official	Title

_____	_____
Authorized Certifying Official (<i>print name</i>)	Date Submitted

STOREY COUNTY
Applicant/Organization

P.O. BOX 176/26 S. B STREET; VIRGINIA CITY, NV 89440
Applicant/Organization Mailing Address

NEVADA STATE HISTORIC PRESERVATION OFFICE
Bureau or Office Extending Assistance

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

- a. Including qualified small and minority businesses and solicitation lists.
- b. Assuring that small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy American

Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than \$25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.

2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than \$25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder

whose proposal will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:

- a. The item is available only from a single source.
- b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
- c. The State authorizes noncompetitive negotiation.

4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures)

awarded by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after completion of the project.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

Signature of Subgrantee

Date

Subgrantee Name (print)

Title (print)

STOREY COUNTY

Organization

ATTACHMENT E

ASSURANCE OF COMPLIANCE WITH THE ANTI-KICKBACK ACT OF 1934

This statement is to certify that as subgrantee of historic preservation funding, I will abide by the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled.

I hereby acknowledge that I will comply, and notify all contractors of their need to comply with this act.

Signature of Subgrantee

Date (*print*)

Subgrantee (*print*)

Title (*print*)

STOREY COUNTY
Organization

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

“No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.”

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as “lobbying,” are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

Signature of Subgrantee

Date (*print*)

Subgrantee (*print*)

Title (*print*)

STOREY COUNTY

Organization

ATTACHMENT G
CONFLICT OF INTEREST

The SUBGRANTEE agrees to the following and will include the following language in any contracts supported by this grant.

Neither the grantee, nor its subgrantees or subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the State Historic Preservation Office, including the Board for Museum's and History shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

Signature of Applicant

Date (*print*)

Applicant (*print*)

Title (*print*)

STOREY COUNTY
Organization



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 15 min.

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

1. **Title:** For possible action: consideration and possible action on a resolution no. 18-521 approving the reimbursement agreement among the County and all owners of property in the Tahoe-Reno Industrial Center Tax Increment Area subject to minor changes, if any, as are approved by the County Manager.

2. **Recommended motion:** I, Commissioner (name), move to approve resolution no. 18-521 approving the reimbursement agreement among the County and all owners of property in the Tahoe-Reno Industrial Center Tax Increment Area.

3. **Prepared by:** Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** The Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking"). On September 5, 2018, the State of Nevada's Interim Finance Committee approved the Undertaking, which constitutes a natural resources project pursuant to the Act. On October 29, 2018, the Board adopted a resolution ordering the County's engineer to prepare preliminary plans, cost estimates and related items to pay the costs of the Undertaking, and Farr West Engineering, as the County's engineer, prepared such preliminary plans, cost estimates and related items to pay the costs of the Undertaking. After review of the preliminary plans, cost estimates and related items placed on file with the County Clerk, the Board provisionally ordered the Undertaking by adoption of a resolution on October 29, 2018. A public hearing on the Undertaking was held on November 19, 2018.

On December 4, 2018, the Board adopted an ordinance (the "Creation Ordinance"), which created the Tahoe-Reno Industrial Center Tax Increment Area (the "Area"), ordered the Undertaking and created the "Tax Increment Account" for the Undertaking. The tax increment revenues will pay, in whole or in part, the costs of such an Undertaking, as more fully provided in NRS Chapter 278C, specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area, and (ii), payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment).

This resolution approves the reimbursement agreement between the County and the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking (as more fully described under "Fiscal Impact" below). The reimbursement agreement, in substantially final form, has been placed on file with the County Clerk subject to minor changes, if any, as are approved by the County Manager. The reimbursement agreement is authorized and permitted by NRS 278C.150 and 278C.157 and NRS 278C.250.

On December 4, 2018, the Board took public comment on this resolution and continued the consideration and possible action on this resolution to the meeting on December 18, 2018.

5. **Supporting materials:** Resolution No. 18-521

6. **Fiscal impact:** Yes Comptroller: _____

Tax increment revenues generated and collected in the Area will consist of taxes levied upon taxable property in the Area each year, any tax on the sale or use of tangible personal property and any tax imposed pursuant to NRS 363A.130 and 363B.110 by or for the benefit of the State of Nevada, the County and any public body, which must be allocated, divided and disposed of as provided in NRS 278C.250. Pursuant to the reimbursement agreement, to the extent tax increment revenues are available therefor (following the reimbursement of advances by the County for administrative costs associated with administering the Area), each Owner shall only be entitled to be reimbursed for the actual amounts paid by such Owner for the costs of the Undertaking. The aggregate total of such reimbursements to the Owners shall not exceed \$28,369,679.00.

7. **Legal review required:** Yes
KL – District Attorney
KF – Bond Counsel

8. **Reviewed by:**
____ Department Head Department Name: Commissioner's Office
____ County Manager Other agency review: _____

9. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No.

Summary – A resolution approving the Reimbursement Agreement among the County and all owners of real property in the Tahoe-Reno Industrial Center Tax Increment Area.

RESOLUTION NO. 18-521
(of Storey County, Nevada)

**A RESOLUTION APPROVING THE REIMBURSEMENT
AGREEMENT AMONG THE COUNTY AND ALL
OWNERS OF REAL PROPERTY IN THE TAHOE-RENO
INDUSTRIAL CENTER TAX INCREMENT AREA
SUBJECT TO MINOR CHANGES, IF ANY, AS ARE
APPROVED BY THE COUNTY MANAGER.**

WHEREAS, the Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") has received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking") and to pay with tax increment revenues, in whole or in part, the costs of such an Undertaking, as more fully provided in the Act and the ordinance creating the Tahoe-Reno Industrial Center Tax Increment Area (the "Creation Ordinance" and the "Area," respectively), specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area; and (ii) payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment); and

WHEREAS, the Undertaking constitutes a "natural resources project" pursuant to NRS 278C.075(4); and

WHEREAS, on September 5, 2018, the Interim Finance Committee approved the Undertaking in accordance with NRS 278C.157; and

WHEREAS, the Board has, by a resolution previously adopted on October 29, 2018 (the "Provisional Order Resolution"), provisionally ordered the Undertaking related to a tax increment area to be formed pursuant to the Act; and

WHEREAS, the Board held a public hearing on Monday, November 19, 2018, on the advisability of the Undertaking provisionally ordered and the proposed tax increment area related thereto; and

WHEREAS, the Board considered, overruled and denied each and every written or oral protest or objection made at the public hearing; and

WHEREAS, pursuant to the Creation Ordinance, the Board created the Area, ordered the Undertaking and created the tax increment account for the Undertaking; and

WHEREAS, pursuant to NRS 278C.157(1)(d), the County intends to enter into a reimbursement agreement with the Owners (the "Reimbursement Agreement") pursuant to which the County agrees to pay certain tax increment revenues from the tax increment account created in conformance with the requirements of NRS 278C.250 to the Owners for costs incurred by such Owners in connection with the Undertaking; and

WHEREAS, the Reimbursement Agreement is on file with the County Clerk; and

WHEREAS, the Board has reviewed the Reimbursement Agreement on file with the County Clerk and has found such Agreement to be satisfactory.

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

Section 1. As authorized by NRS 278C.157(1)(d), the form, terms and provisions of the Reimbursement Agreement are hereby approved in substantially the form thereof on file with the County Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the County executing the same. The officers of the County are hereby authorized to enter into, execute and deliver the Reimbursement Agreement and the execution and delivery of the same shall constitute conclusive evidence of the County's approval thereof in accordance with the terms hereof.

Section 2. The officers of the County be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All actions, proceedings and matters previously taken, had and done by the County and the officers of the County (not inconsistent with the provisions of this resolution) concerning the Area and the Undertaking hereby are, ratified, approved and confirmed. This resolution does not obligate the County to enter into the Reimbursement Agreement.

Section 4. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. The Board has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED THIS December 18, 2018.

[SEAL]

Attest:

Chairman
Board of County Commissioners
Storey County, Nevada

County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

I am the duly appointed, qualified and acting County Clerk of Storey County (the "County"), Nevada, and in the performance of my duties as County Clerk and ex officio Clerk of its Board of County Commissioners (the "Board"), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution adopted at a regular meeting of the Board held on December 18, 2018.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

Those Abstaining:

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

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

5. All members of the Board were given due and proper notice of the meeting. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting was posted not later than 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Virginia City Post Office
- (ii) Storey County Courthouse
- (iii) Virginia City Fire Station
- (iv) Virginia City Highlands Fire Station
- (v) Lockwood Fire Station

6. A copy of the notice was posted on the County's website and on the State of Nevada's official website no later than 9:00 a.m. on the third working day prior to the meeting.

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

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

9. A copy of the notice so given of the meeting of the Board held on December 18, 2018 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on December 18, 2018.

County Clerk

EXHIBIT A

(Attach copy of posted notice)

REIMBURSEMENT AGREEMENT
Tahoe-Reno Industrial Center Tax Increment Area

This **REIMBURSEMENT AGREEMENT** (this "Agreement") dated this ____ day of _____, 2018 ("Effective Date"), by and between **STOREY COUNTY, NEVADA** (the "County"), a political subdivision of the State of Nevada (the "State"), and **SUPERNAP RENO, LLC**, a Nevada limited liability company, **SILVER SLATE LLC**, a Delaware limited liability company, **TESLA, INC.** (fka Tesla Motors, Inc.), a Delaware corporation, **1200 USA PKWY LLC**, a Nevada limited liability company, **EMERALD CITY EMPIRE, LLC**, a Nevada limited liability company, and **COMSTOCK TRIC ASSOCIATES, LLC**, a Nevada limited liability company (each an "Owner" and collectively, the "Owners"). The County and the Owners are hereinafter collectively referred to as the "Parties."

RECITALS

A. **WHEREAS**, under Nevada Revised Statutes ("NRS") Chapter 278C, Tax Increment Areas (the "Act") and as requested by the Owners, the County has the power to create a tax increment area and to order an undertaking for a water project as defined in NRS 278C.140 (the "Undertaking") and to pay with tax increment revenues, in whole or in part, the costs of such an Undertaking, as more fully provided in the Act, specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) payments under Section 4 of this Agreement, and (ii) advances by the County for administrative costs associated with administering the Tahoe-Reno Industrial Center Tax Increment Area (the "Area"), and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described (with all segment lengths to be current approximations subject to minor adjustment); and

B. **WHEREAS**, the Undertaking constitutes a natural resources project and has heretofore been approved by the Interim Finance Committee of the State in accordance with NRS 278C.157; and

C. **WHEREAS**, the County has heretofore created the Area, ordered the Undertaking and created the tax increment account (the "Tax Increment Account") in accordance with the Act; and

D. **WHEREAS**, pursuant to the Act, specifically NRS 278C.150, 278C.157 and NRS 278C.250, the County has the power to enter into this Agreement with the Owners pursuant to which the County agrees to pay certain tax increment revenues from the Tax Increment Account to the Owners for costs incurred by such Owners in connection with the Undertaking; and

E. **WHEREAS**, on November 19, 2018, the County's Board of County Commissioners (the "Board") approved this Agreement in substantially final form and authorized the officers of the County to enter into, execute and deliver this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Owners do covenant and agree as follows:

1. **Recitals.** The County and the Owners acknowledge and agree that the Recitals set forth above are, to the actual knowledge of the County and the Owners, true, accurate and correct, and are incorporated herein by this reference.

2. **Acknowledgements; Conditions Precedent; No Obligation.**

A. **The Owners' Acknowledgements.** Each of the Owners severally and not jointly, acknowledge and agree as follows:

(1) The representations, indemnifications and covenants of the Owners set forth in this Agreement and for the benefit of the County are a material element of the consideration to the Board for the performance of its obligations under this Agreement, and that the County would not have entered into this Agreement unless the Owners' representations, indemnifications and covenants were as provided for herein.

(2) This Agreement is not secured by or payable from the general fund of the County, the power of the County to levy ad valorem property taxes, or any source other than any money allocated, divided and disposed of pursuant to NRS 278C.250 and allocated to the Tax Increment Account with respect to the Area (the "Tax Increment Revenues"). This Agreement shall never become a general obligation of the County or a charge against its general credit or taxing powers.

(3) Nothing contained in this Agreement shall in any manner limit or govern the legislative discretion of the Board with regard to: (i) the formation or amendment of the Area under the Act; or, (ii) the terms and conditions of any future agreement(s) pursuant to the Act between the County, the Owners, one or more governmental entities, or any other person; provided, however, that the lien on the Tax Increment Revenues pursuant to this Agreement shall be subordinate to the lien on Tax Increment Revenues for the reimbursement of advances by the County for administrative costs associated with administering the Area, and as a result, payments made to reimburse the Owners under this Agreement, if any, shall occur subsequent to the reimbursement of advances by the County for administrative costs associated with administering the Area; provided further, however, that any such legislative action shall not impair or limit the contractual rights or remedies of any of the parties hereto.

3. **Term.** The covenants contained in this Agreement shall remain in effect (the "Term") from the Effective Date set forth above until the earlier of June 30, 2039 or such time as all amounts due under Section 4 have been reimbursed.

4. **Computation of Reimbursement Amount; Reimbursement Flow of Funds.**

A. To the extent Tax Increment Revenues are available in the Tax Increment Account, the County shall transfer (i) the Tax Increment Revenues consisting of the allocation of the proceeds of any tax on the sale or use of tangible personal property pursuant to NRS 278C.250(1)(b) (the "Sales Tax Increment") into a separate account hereby created and designated as the "Tahoe-Reno Industrial Center Sales Tax – Tax Increment Account" (the "Sales Tax – Tax Increment Account"), (ii) the Tax Increment Revenues consisting of the allocation of the proceeds of any tax imposed pursuant to NRS 363A.130 and 363B.110 pursuant to NRS 278C.250(1)(c) (the "Modified Business Tax Increment") into a separate account hereby

created and designated as the "Tahoe-Reno Industrial Center Modified Business Tax – Tax Increment Account" (the "Modified Business Tax – Tax Increment Account"), and (iii) the Tax Increment Revenues consisting of the allocation of the proceeds of any taxes levied upon taxable property in the Area each year pursuant to NRS 278C.250(1)(a) (the "Property Tax Increment") into a separate account hereby created and designated as the "Tahoe-Reno Industrial Center Property Tax – Tax Increment Account" (the "Property Tax – Tax Increment Account").

In the order of priority as contemplated by paragraphs (1) through (3) below, the Tax Increment Revenues distributed to the Owners in aggregate shall not exceed \$28,369,679.00 consisting of amounts paid by the Owners for the costs of the Undertaking (the "Reimbursement Amount"). To the extent Tax Increment Revenues are available, the Reimbursement Amount shall be allocated to the Owners from the Sales Tax – Tax Increment Account, the Modified Business Tax – Tax Increment Account and the Property Tax – Tax Increment Account on a pro rata basis for the following payments in the following priority without duplication:

(1) First, reimbursement for Scheduled Payments (as defined below), including any carryforward balances;

(2) Second, following the transfer of (a) 50 percent of the remaining amount on deposit in the Sales Tax – Tax Increment Account; (b) 50 percent of the remaining amount on deposit in the Modified Business Tax – Tax Increment Account; and (c) 50 percent of the remaining amount in the Property Tax – Tax Increment Account to the Distribution Account (as defined below) for Government Distribution (as defined below), reimbursement for Further Reimbursements (as defined below); and

(3) Third, any remaining Tax Increment Revenues shall be utilized for Government Distribution (as defined below).

Each Owner shall be paid in accordance with Section 5 hereof, and each Owner's claim to its pro rata share of the reimbursement contemplated by Sections 4(A)(1) and 4(A)(2) shall be of equal rank without preference, priority or distinction over any other thereof.

B. The reimbursement payments to Owners under this Agreement shall have a lien on the Tax Increment Revenues subordinate only to the lien thereon for the reimbursement of advances by the County for administrative costs associated with administering the Area.

C. In addition to the terms parenthetically defined throughout this Agreement, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

"Owner Representative" means an Owner's representative or any person or persons at the time designated to act on behalf of each Owner for purposes of performing any act under this Agreement by a written certificate furnished by such Owner to the County containing the specimen signature of such person or persons and signed on behalf of each Owner by a representative of such Owner. Such designation of each Owner Representative may be changed by each Owner from time to time by furnishing a new certificate to the County.

"Further Reimbursements" means, as of any date, the outstanding balance of the Owners' respective allocated costs, less any Scheduled Payments made in full to such date, which are

eligible for reimbursement in accordance with Section 4(A)(2) hereof if funds remain after reimbursement for Scheduled Payments in accordance with Section 4(A)(1). Reimbursement of Further Reimbursements shall not alter the Scheduled Payments unless the outstanding balance for such Owner is less than that Owner's Scheduled Payment for that year.

"Government Distribution" means that in accordance with Section 4(A)(2) hereof, 50% of the Tax Increment Revenues remaining after the reimbursement of Scheduled Payments shall be deposited into an account hereby created and designated as the "Distribution Account." In accordance with Section 4(A)(3) hereof, any amounts remaining after Further Reimbursements shall also be deposited into the Distribution Account. The funds in the Distribution Account shall be allocated between Sales Tax Increment, Modified Business Tax Increment and Property Tax Increment in the same ratios as such Tax Increment Revenues were deposited into the Sales Tax – Tax Increment Account, Modified Business Tax – Tax Increment Account and Property Tax – Tax Increment Account, respectively, during such fiscal year. On June 30 of each year, or if such day is not a business day, the next succeeding business day, in accordance with the ratios described above, the County shall pay or cause to be paid such amounts into the funds of the taxing agencies within the Area as provided in NRS 278C.250. The County's determination regarding such ratios and allocations shall be made as of each May 31.

"Scheduled Payments" means each Owner's allocated share of the cost of the Reimbursement Amount divided into 20 equal payments, provided that if, at any time, a Scheduled Payment is not made in full, then the unpaid portion of such Scheduled Payment shall be added to the next Scheduled Payment.

D. Nothing in this Agreement shall restrict any Owner or any entity owning any parcel in the Area, employing individuals or operating a business in the Area from pursuing and obtaining any incentives, abatements, credits or other incentives with respect to the Property Tax Increment, the Modified Business Tax Increment, the Sales Tax Increment, or any other tax.

E. Nothing in this Agreement shall restrict, impair, prohibit or otherwise operate as a restraint on the sale, exchange, merger, joint venture, disposition, improvement or development of the land of any Owner or water rights, interests or ownership in connection with the Area or the real property of any Owner generally.

5. **Method of Payment; Payment Requests.** From amounts in the Tax Increment Account, the County shall pay to the order of the Owners (determined as of the Record Date as defined below) reimbursements by check mailed on June 1 of each year, or if such day is not a business day, the next succeeding business day, commencing June 1, 2020 or the next succeeding business day, during the Term pursuant to this Agreement to reimburse each Owner in accordance with Section 4 hereof. For all purposes of this Agreement, including, but not limited to, reimbursement under Section 4 hereof, the County shall treat as an "Owner" under this Agreement such entity which is the legal owner of such parcel on the date of this Agreement and also the legal owner of the same parcel on the date of any payment of the cost of the Undertaking (the "Record Date"), and the County shall verify the legal ownership status of each parcel in the property records of the County's Assessor as of the Record Date. In the event that an Owner (including predecessors or affiliates in accordance with Section 14 hereof) is not the same on the date of execution of this Agreement and on any date a payment is made for the cost of the Undertaking, then such payment is not eligible for reimbursement under Section 6 of this Agreement.

An Owner Representative for each Owner shall complete a payment request form, in substantially the form attached hereto as Exhibit A, specifying the name of a single person or entity to whom any reimbursement checks shall be made payable for each original parcel in the Area. Such single payee designation for each original parcel in the Area may be changed by an Owner Representative from time to time upon delivery of a new payment request form to the County at least 30 days prior to June 1 of any year, in substantially the form attached hereto as Exhibit A.

6. **Limitations on Reimbursement; Indemnification.**

A. **Limitations on Reimbursement.** Each Owner is entitled to be reimbursed for the actual amounts paid by such Owner (or its predecessor or affiliate in accordance with Section 14 hereof) for the costs of the Undertaking regardless of the payee, consisting of those costs within the Engineer's Report prepared by Farr West Engineering (the "County's Engineer") and dated October 11, 2018. For this purpose, amounts paid include all amounts paid by an Owner for costs of the Undertaking but do not include payments made by any person or entity on behalf of the Owner. The actual amounts paid by each Owner (or its predecessor or affiliate in accordance with Section 14 hereof) for the costs of Undertaking (in an amount at least equal to the amount of reimbursement) shall be certified by each Owner and submitted to the County, upon request for the County's review. The County's obligation to make reimbursement payments to the Owners under this Agreement is subject to Sections 6(C), 6(D), 6(E) and 6(H) of the Cooperative Agreement between the County and TRI General Improvement District, Nevada, dated as of ____, 2018.

B. **Indemnification.** Subject to the limitations of applicable laws, each of the Owners shall severally and not jointly indemnify the County, its officers, its employees and its agents and each of them (the "Indemnitees") against any and all claims, liabilities, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs (collectively, the "Losses", and each a "Loss") which any of the Indemnitees may suffer or which may be sought against or recovered or obtained from any of the Indemnitees as a result of or by reason of or arising out of or in consequence of any act or omission negligent or otherwise relating to such Owner's use of the Reimbursement Amount provided by the County pursuant to

this Agreement; provided, however, no indemnification is required to be paid by the Owners for any claim, loss or expense arising in whole or in part from the willful misconduct or gross negligence of the County, its officers, its employees or its agents or acts or omissions of another Owner. The provisions of this Section shall terminate in accordance with Section 7 of this Agreement.

7. **Termination.** This Agreement shall be in effect from the Effective Date until the earlier of June 30, 2039 or such time as all amounts due under Section 4 have been reimbursed.

8. **Maintenance of and Access to Records.**

A. The County shall maintain a complete set of all books and records prepared or employed by the County in its management, scheduling, cost accounting and otherwise with respect to amounts reimbursed to Owners for amounts paid for the Undertaking. The County shall allow the Owners such access to and the right to copy such books and records as such persons may request from time to time in connection with complying or verifying compliance with this Agreement.

B. The County represents and warrants the completeness and accuracy of all information it provides in connection with this Section.

9. **Retention of Records.** The County shall maintain all records and documents relating to amounts reimbursed to the Owners for amounts paid for the Undertaking (including copies of all original documents delivered to the Owners) until June 30, 2044. Records to be retained include all books and other evidence bearing on the County's costs under this Agreement.

10. **Action or Approval by the County.** Whenever action and/or approval of the County is required under this Agreement, the County Manager or such officer's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the County Manager determines in such officer's sole discretion that such action or approval requires referral to the Board for consideration.

11. **Time.** Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

12. **Cooperation.** Each Party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

13. **No Third-party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement, and with any rights under this Agreement, are the County and the Owners.

14. **Assignment.** This Agreement does not restrict each Owner's right to sell any or all portions of the Owner's land in the Area. Each Owner may freely assign its rights pursuant to this Agreement with notice to the County to any entity into which any Owner may be converted or merged, or with which it may be consolidated, or to any entity resulting from any such conversion, merger or consolidation to which such Owner is a party, including conversion,

merger, consolidation, sale or transfer as a result of bankruptcy proceedings of such Owner, which shall be and become the successor Owner under this Agreement; provided, however, (i) all reimbursements under this Agreement pursuant to Section 5 hereof shall be made to the Owners determined as of the Record Date and made in accordance with a completed payment request form, in substantially the form attached hereto as Exhibit A, signed by an Owner Representative and designating the payee and (ii) with respect to any entity resulting from conversion, merger, consolidation or as a result of bankruptcy proceedings of an Owner, the Owner shall provide an affidavit evidencing proof of the legal relationship of the initial entity and the resulting entity to the satisfaction of the County. Except as provided above in this Section 14, no assignment of this Agreement or any right or obligation hereunder by any Owner shall be valid unless the County consents to such assignment in writing. Consent of the County may be given by the County Manager and such consent shall not be unreasonably withheld.

15. **No Successors.** Except as provided in Section 14 hereof, this Agreement shall not be binding upon or inure to the benefit of any Owner's successor unless the County consents to such succession in writing. Consent of the County may be given by the County Manager and such consent shall not be unreasonably withheld.

16. **Rights and Powers of the Owners Hereunder; Exculpatory Clause.** Any Owner hereunder shall have the right and power (i) by mandamus or other suit, action or proceeding at law or in equity to enforce such Owner's rights against the County, the Board, and any other of the officers, agents and employees of the County, to receive payment under this Agreement only to the extent of available amounts in the Tax Increment Account (which amounts are correctly and fully deposited) and to require and compel the County, the Board, or any such officers, agents or employees to perform and carry out their respective duties, obligations or other commitments under this Agreement to receive payment under this Agreement only to the extent of available amounts in the Tax Increment Account (which amounts are correctly and fully deposited), and (ii) by action or suit in equity to apply available amounts in the Tax Increment Account from the Sales Tax Increment, Modified Business Tax Increment, and Property Tax Increment in accordance with this Agreement. Subject to the foregoing, each Owner unconditionally and forever releases, discharges, and waives any and all rights or causes of action of any nature whatsoever insofar as a cause of action arises out of or is based upon the creation of the Area, the formation of the Area, the proceedings under Nevada law for the creation and formation of the Area, required approvals in connection with the creation and formation of the Area, the existence or sufficiency of amounts in the Tax Increment Account to make Scheduled Payments and Further Reimbursements under this Agreement, the implementation of the Area except as described in the first sentence of this Section and the administration of the Area except as described in the first sentence of this Section whether legal, equitable or otherwise against the County, its officers and any of the County's consultants (including, but not limited to, the County's municipal advisor, the County's bond counsel and the County's Engineer).

17. **Notices.** All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

If to the COUNTY:

The County of Storey
County Manager

PO Box 176
Virginia City, Nevada 89440
Email: PWhitten@StoreyCounty.org

If to the OWNERS:

SUPERNAP Reno, LLC
c/o Switch, Ltd.
Attn: Office of the General Counsel
7135 S. Decatur Blvd.
Las Vegas, NV 89118
Email: switchlegal@supernap.com

Comstock TRIC Associates, LLC
6001 Talbot Lane
Reno, NV 89509
Email: tmerschel@renoland.com

Silver Slate LLC
Attn: Legal Department
1600 Amphitheatre Pkwy.
Mountain View, CA 94043

Tesla, Inc.
Attn: Legal Department
6800 Dumbarton Circle
Fremont, CA 94555
Email: legalUS@tesla.com

Emerald City Empire, LLC
Attn: Randel W. Aleman
7272 El Capitan Way, Suite #2
Las Vegas, NV 89148
Email: randywaleman@gmail.com

1200 USA Pkwy., LLC
2711 W. Sahara Ave.
Las Vegas, Nevada 89104
Email: Gusnewport@hotmail.com

If any notice hereunder is given to the County, a copy shall be forwarded by first class mail, postage prepaid, facsimile transmission or email to the County's Engineer, Chief Financial Officer and District Attorney at the following addresses and to any other party designated in writing by the County and sent to the other notice parties:

Farr West Engineering
c/o Brent Farr
5510 Longley Lane
Reno, Nevada 89511
Email: Brent@farrwestengineering.com

Hugh Gallagher
Chief Financial Officer
26 B St.
P.O. Box 432
Virginia City, NV 89440
Email: hgallagher@storeycounty.org

District Attorney
Attn: Keith Loomis
201 S. C St.
P.O. Box 496
Virginia City, NV 89440
Email: scda@storeycounty.org

Any party may change its address for notice by written notice to the other parties at any time.

18. **Counterparts.** This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

19. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

20. **Applicable law.** This Agreement shall be interpreted and enforced under the laws of the State of Nevada. Jurisdiction for all matters triable before a state court shall be in the First Judicial District Court of the State of Nevada.

21. **Amendment.** This Agreement shall not be amended without the prior written consent of the Board and each Owner.

22. **Miscellaneous.** Paragraph headings are for convenience only and do not effect, limit or modify the content of the provisions of this Agreement. Use of the masculine, feminine, or neuter shall not limit the application of any provision of this Agreement, but each such gender shall be deemed to include all other gender cases, just as the singular shall include the plural, and the plural the singular.

23. **Entire agreement.** This Agreement is the entire Agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may

be amended only by written agreement. No purported oral amendment to this Agreement shall be valid.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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

Chairman of the Board
Board of County Commissioners

(SEAL)
ATTEST:

County Clerk
Storey County, Nevada

SUPERNAP RENO, LLC, a Nevada limited
liability company

By: Switch, Ltd., a Nevada limited liability
company, its Manager

By: _____
Thomas Morton, President

COMSTOCK TRIC ASSOCIATES, LLC, a
Nevada limited liability company

By: _____

Name: _____

Title: _____

SILVER SLATE LLC, a Delaware limited
liability company

By: _____

Name: _____

Title: _____

TESLA, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

[Signature page to Reimbursement Agreement, page 1 of 2]

1200 USA PKWY LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

EMERALD CITY EMPIRE, LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

[Signature page to Reimbursement Agreement, page 2 of 2]

EXHIBIT A

FORM OF PAYMENT REQUEST FORM

_____, 20__

Storey County, Nevada
County Manager
PO Box 176
Virginia City, Nevada 89440

Re: Reimbursement Agreement - Tahoe-Reno Industrial Center Tax Increment Area

In accordance with Section 5 of the Reimbursement Agreement for the Tahoe-Reno Industrial Center Tax Increment Area, dated _____, 2018, by and between STOREY COUNTY, NEVADA (the "County"), a political subdivision of the State of Nevada, and SUPERNAP RENO, LLC, a Nevada limited liability company, SILVER SLATE LLC, a Delaware limited liability company, TESLA, INC. (fka Tesla Motors, Inc.), a Delaware corporation, 1200 USA PKWY LLC, a Nevada limited liability company, EMERALD CITY EMPIRE, LLC, a Nevada limited liability company, and COMSTOCK TRIC ASSOCIATES, LLC, a Nevada limited liability company (the "Reimbursement Agreement"), you are hereby directed to mail any reimbursement payments due to the Owner set forth below under the Reimbursement Agreement by check paid to the order of the following person or entity:

Name and Address of single payee
for each original parcel in the Area

In accordance with the Reimbursement Agreement, the County shall continue mailing any reimbursement payments due to the Owner set forth below under the Reimbursement Agreement on June 1 of each year, or if such day is not a business day, the next succeeding business day, in accordance with the payee information above until a new payment request form is delivered to the County by the Owner set forth below at least 30 days prior to June 1 of any year.

[NAME OF OWNER]

By _____
Owner Representative

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__ by
_____ as _____ of _____, a
_____.

Witness my hand and official seal.

Notary Public for the State of _____

(NOTARY SEAL)



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 15 min.

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

1. **Title:** For possible action: consideration and possible action on a resolution no. 18-522 approving the cooperative agreement between the County and TRI General Improvement District relating to the Tahoe-Reno Industrial Center Tax Increment Area subject to minor changes, if any, as are approved by the County Manager.

2. **Recommended motion:** I, Commissioner (name), move to approve resolution no. 18-522 approving the cooperative agreement between the County and TRI General Improvement District relating to the Tahoe-Reno Industrial Center Tax Increment Area.

3. **Prepared by:** Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** The Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking"). On September 5, 2018, the State of Nevada's Interim Finance Committee approved the Undertaking, which constitutes a natural resources project pursuant to the Act. On October 29, 2018, the Board adopted a resolution ordering the County's engineer to prepare preliminary plans, cost estimates and related items to pay the costs of the Undertaking, and Farr West Engineering, as the County's engineer, prepared such preliminary plans, cost estimates and related items to pay the costs of the Undertaking. After review of the preliminary plans, cost estimates and related items placed on file with the County Clerk, the Board provisionally ordered the Undertaking by adoption of a resolution on October 29, 2018. A public hearing on the Undertaking was held on November 19, 2018.

On December 4, 2018, the Board adopted an ordinance (the "Creation Ordinance"), which created the Tahoe-Reno Industrial Center Tax Increment Area (the "Area"), ordered the Undertaking and created the "Tax Increment Account" for the Undertaking. The tax increment revenues will pay, in whole or in part, the costs of such an Undertaking, as more fully provided in NRS Chapter 278C, specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area, and (ii), payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment).

This resolution approves the cooperative agreement between the County and TRI General Improvement District regarding the inspection and ownership of the Undertaking. The cooperative agreement, in substantially final form, has been placed on file with the County Clerk subject to minor changes, if any, as are approved by the County Manager. The cooperative agreement is authorized and permitted by NRS 277.045.

On December 4, 2018, the Board took public comment on this resolution and continued the consideration and possible action on this resolution to the meeting on December 18, 2018.

5. **Supporting materials:** Resolution No. 18-522

6. **Fiscal impact:** No Comptroller: _____

7. **Legal review required:** Yes
KL – District Attorney
KF – Bond Counsel

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Summary – A resolution approving the Cooperative Agreement between the County and TRI General Improvement District relating to the Tahoe-Reno Industrial Center Tax Increment Area.

RESOLUTION NO. 18-522
(of Storey County, Nevada)

A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE COUNTY AND TRI GENERAL IMPROVEMENT DISTRICT RELATING TO THE TAHOE-RENO INDUSTRIAL CENTER TAX INCREMENT AREA SUBJECT TO MINOR CHANGES, IF ANY, AS ARE APPROVED BY THE COUNTY MANAGER.

WHEREAS, the Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking") and to pay with tax increment revenues, in whole or in part, the costs of such an Undertaking, as more fully provided in the Act and the ordinance creating the Tahoe-Reno Industrial Center Tax Increment Area (the "Creation Ordinance" and the "Area," respectively), specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area; and (ii) payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment); and

WHEREAS, the Undertaking constitutes a "natural resources project" pursuant to NRS 278C.075(4); and

WHEREAS, on September 5, 2018, the Interim Finance Committee approved the Undertaking in accordance with NRS 278C.157; and

WHEREAS, the Board has, by a resolution previously adopted on October 29, 2018 (the "Provisional Order Resolution"), provisionally ordered the Undertaking related to a tax increment area to be formed pursuant to the Act; and

WHEREAS, the Board held a public hearing on Monday, November 19, 2018, on the advisability of the Undertaking provisionally ordered and the proposed tax increment area related thereto; and

WHEREAS, the Board considered, overruled and denied each and every written or oral protest or objection made at the public hearing; and

WHEREAS, pursuant to the Creation Ordinance, the Board created the Area, ordered the Undertaking and created the tax increment account for the Undertaking (the "Tax Increment Account"); and

WHEREAS, pursuant to NRS 278C.157(1)(d), the County intends to enter into a reimbursement agreement with the Owners pursuant to which the County agrees to pay certain tax increment revenues from the Tax Increment Account to the Owners for costs incurred by such Owners in connection with the Undertaking; and

WHEREAS, pursuant to NRS 277.045, the County intends to enter into a cooperative agreement with TRI General Improvement District regarding the inspection and ownership of the Undertaking (the "Cooperative Agreement"); and

WHEREAS, the Cooperative Agreement is on file with the County Clerk; and

WHEREAS, the Board has reviewed the Cooperative Agreement on file with the County Clerk and has found such Cooperative Agreement to be satisfactory.

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

Section 1. As authorized by NRS 277.045, the form, terms and provisions of the Cooperative Agreement are hereby approved in substantially the form thereof on file with the County Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the County executing the same. The officers of the County are hereby authorized to enter into, execute and deliver the Cooperative Agreement and the execution and delivery of the same shall constitute conclusive evidence of the County's approval thereof in accordance with the terms hereof.

Section 2. The officers of the County be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All actions, proceedings and matters previously taken, had and done by the County and the officers of the County (not inconsistent with the provisions of this

resolution) concerning the Area and the Undertaking hereby are, ratified, approved and confirmed. This resolution does not obligate the County to enter into the Cooperative Agreement.

Section 4. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. The Board has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED THIS December 18, 2018.

[SEAL]

Attest:

Chairman
Board of County Commissioners
Storey County, Nevada

County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

I am the duly appointed, qualified and acting County Clerk of Storey County (the "County"), Nevada, and in the performance of my duties as County Clerk and ex officio Clerk of its Board of County Commissioners (the "Board"), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution adopted at a regular meeting of the Board held on December 18, 2018.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

Those Abstaining:

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

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

5. All members of the Board were given due and proper notice of the meeting. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting was posted not later than 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Virginia City Post Office
- (ii) Storey County Courthouse
- (iii) Virginia City Fire Station
- (iv) Virginia City Highlands Fire Station
- (v) Lockwood Fire Station

6. A copy of the notice was posted on the County's website and on the State of Nevada's official website no later than 9:00 a.m. on the third working day prior to the meeting.

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

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

9. A copy of the notice so given of the meeting of the Board held on December 18, 2018 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on December 18, 2018.

County Clerk

EXHIBIT A

(Attach copy of posted notice)

**COOPERATIVE AGREEMENT
BETWEEN STOREY COUNTY, NEVADA AND
TRI GENERAL IMPROVEMENT DISTRICT, NEVADA**

WHEREAS, Nevada Revised Statutes ("NRS") 277.045 authorizes any two or more political subdivisions to enter into a cooperative agreement for the performance of any governmental function including the furnishing or exchange of personnel, equipment, property or facilities of any kind; and

WHEREAS, it is deemed that the performance of the functions hereinafter set forth are both necessary to and in the best interest of Storey County, Nevada (the "County") and the TRI General Improvement District, Nevada ("TRIGID"); and

WHEREAS, the provisions of NRS 354.626(1) do not apply to this Cooperative Agreement between the County and TRIGID, effective as of the last date of a signatory party hereto (this "Agreement"), and this Agreement constitutes a cooperative agreement under NRS 354.626(2)(b); and

WHEREAS, the Board of County Commissioners (the "Board") of the County received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to NRS Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking") and to pay with tax increment revenues, in whole or in part, the costs of such an Undertaking, as more fully provided in the Act and the ordinance creating the Tahoe-Reno Industrial Center Tax Increment Area (the "Creation Ordinance" and the "Area," respectively), specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area; and (ii) payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking (the "Reimbursement Agreement"), and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment); and

WHEREAS, the County has heretofore created the Tahoe-Reno Industrial Center Tax Increment Area (the "Area"), ordered the Undertaking and created the tax increment account for the Undertaking (the "Tax Increment Account"); and

WHEREAS, the Undertaking consists of the acquisition and improvement of a water project consisting of an approximately 13 mile reclaimed water pipeline for reclaimed water of an approximate diameter of 24 inches to deliver at a minimum 4,000 acre-feet of treated wastewater effluent from the Truckee Meadows Water Reclamation Facility in Sparks, Nevada, to the boundary of the Tahoe-Reno Industrial Center, including facilities appertaining to said pipeline for the transmission of reclaimed water, including without limitation pumping plants and stations, valves,

tanks, connections, water transmission mains, and pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings, and all appurtenances and incidentals necessary, useful or desirable for the acquisition and transportation of reclaimed water (or any combination thereof), including real and other property therefor.

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

Section 1. Definitions. In addition to the terms parenthetically defined throughout this Agreement, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below.

"Agreement" means this Cooperative Agreement between the County and TRIGID, as supplemented or amended from time to time in accordance with its terms.

"Applicable Government" means the City of Reno, the City of Sparks, or TRIGID, as applicable.

"Area" means the Tahoe-Reno Industrial Center Tax Increment Area.

"Board" means the Board of County Commissioners of the County.

"County Clerk" means the Clerk of the County.

"Engineer" means a representative of Farr West Engineering.

"State" means the State of Nevada.

"Undertaking Property" means certain real property, including easements and rights of way, which real property is shown in Exhibit A attached hereto, that is required for the Undertaking.

Section 2. Purpose of the Agreement. This Agreement is intended to set forth the duties and responsibility of the parties in connection with the Undertaking, its inspection and ownership.

Section 3. Term of the Agreement. This Agreement shall be effective upon approval and shall remain in full force and effect until the earlier of June 30, 2039 or such time as all amounts due under the Reimbursement Agreement have been reimbursed.

Section 4. Termination. This Agreement may not be terminated by either party prior to the earlier of June 30, 2039 or such time as all amounts due under the Reimbursement Agreement have been reimbursed without the written consent of the County and TRIGID.

Section 5. Notice. All notices and other communications to be given by either party may be given in writing, by email, facsimile or by depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

If to the County:

The County of Storey
County Manager
PO Box 176
Virginia City, Nevada 89440
Email: PWhitten@storeycounty.org

If to TRIGID:

TRI General Improvement District
c/o Brent Farr, Farr West Engineering
5510 Longley Lane
Reno, NV 89511
Email: brent@farrwestengineering.com

Section 6. Inspection and Ownership of the Undertaking.

A. Plans and Engineering.

1. Full and detailed plans and specifications (i.e., plans and specifications in detail satisfactory to the Engineer) for the Undertaking shall be prepared by the Engineer and filed with the County Clerk. Final plans and specifications for the Undertaking shall be reviewed and approved by the Engineer, on behalf of the County. Such final plans and specifications may be modified from time to time upon request of TRIGID with the written consent of the Engineer with written notice to the County. Any such review or approval by the Engineer shall not limit any rights or claims the County may have against TRIGID or any other person relating to such plans and specifications, including, without limitation, rights or claims pertaining to defective or negligent design.

2. TRIGID shall perform all other pre-construction activities needed in order to commence construction of the Undertaking, including, without limitation and where necessary or when otherwise required by the County, causing the preparation of any environmental reports or assessments, drainage studies, surveys, geotechnical studies, absorption studies, title reports, and other preliminary reports, and obtaining any required permits, licenses or other governmental or utility approvals. All such materials shall be subject to, and review by the County upon request.

3. TRIGID may contract for the engineering services of one or more Nevada Registered Professional Civil Engineers, in accordance with the NRS, to, without limitation: (i) prepare the engineering design for the Undertaking pursuant to Section 6.A.1. hereof; (ii) provide inspection services relating to the Undertaking; and (iii) assist TRIGID and the County in verifying the receipt of proper documentation for all requests for reimbursement under the Reimbursement Agreement.

B. Construction. All contractors and subcontractors selected for any portion of the Undertaking must be licensed and bonded as required by State licensing laws.

C. Transfer of Title to Undertaking Property (Real Property).

1. Upon request of the Engineer, if ownership of any portion of the Undertaking is not assumed by TRIGID, TRIGID shall transfer to the Applicable Government, via the recording of a map or other appropriate real property instrument, fee simple title to, or easements or rights of way, with respect to any portion of the Undertaking not owned by TRIGID. Such requirement shall not apply to those portions of the Undertaking Property: (i) which are already owned in fee simple by the Applicable Government; (ii) for which the Applicable Government already has the necessary easements and/or rights of way and does not, in its sole discretion, desire or require a fee simple interest; or (iii) for which the Applicable Government has obtained a right of occupancy pursuant to an action for condemnation filed in district court.

2. TRIGID shall maintain in its records, subject to the right of the County to inspect at any time, preliminary title reports (the "Title Reports") relating to the Undertaking Property or the related easements transferred or granted to TRIGID.

D. Transfer of Title to Undertaking (Public Improvements).

1. TRIGID shall: (i) for any portion of the Undertaking the ownership of which is not assumed by TRIGID, deliver a bill of sale or other appropriate transfer document conveying title to all public improvements comprising the Undertaking to, where applicable, an Applicable Government; and (ii) provide to the Applicable Government complete and legally effective releases or waivers (satisfactory to the Applicable Government) of mechanics', materialmen's, or other liens arising out of or filed (or which could arise out of or be filed) in connection with the public improvements comprising the Undertaking not owned by TRIGID and if ownership is retained by TRIGID for a portion of the Undertaking, maintain in its records, subject to inspection at any time by the County of mechanics', materialmen's, or other liens arising out of or filed (or which could arise out of or be filed) in connection with the public improvements comprising the Undertaking owned by TRIGID

2. TRIGID warrants at the time of its conveyance of title to the public improvements comprising any portion of the Undertaking not owned by TRIGID to an Applicable Government that TRIGID has title sufficient to convey such public improvements and that each such

public improvement is not subject to any easement, mortgage, security interest, mechanics' or materialmen's lien or any other encumbrance. TRIGID agrees to indemnify and defend the title to any public improvement comprising a portion of the Undertaking against any claim or encumbrance whatsoever arising by or through TRIGID which is caused or created by TRIGID, including any mechanics' or materialmen's liens asserted in connection with the construction of the Undertaking. The obligations of TRIGID in this Section shall survive the termination of this Agreement.

E. Acknowledgement of Payments. The County shall not be required to make any reimbursements under the Reimbursement Agreement for any portion of the Undertaking unless such portion of the Undertaking: (i) has been constructed in strict accordance with the plans and specifications approved pursuant to Section 6.A.1. hereof, as the same may be modified from time to time with the written consent of the Engineer. TRIGID, the Engineer and, where applicable, any other Applicable Government, shall inspect the portion of the Undertaking represented by a request for reimbursement under the Reimbursement Agreement and in its or their sole discretion, determine(s) the portion of the Undertaking to have been constructed in strict accordance with all related plans and specifications, as the same may be modified from time to time with the written consent of the Engineer.

F. Warranty of Workmanship and Materials. TRIGID warrants to the County and the Applicable Government that any portion of the Undertaking for which a request for reimbursement under the Reimbursement Agreement has been made has been constructed in accordance with the plans and specifications set forth in Section 6.A.1. hereof, as the same may be modified from time to time with the written consent of the Engineer. TRIGID agrees to remedy any defects for such portions of the Undertaking. TRIGID agrees to be responsible for and continue to maintain the Undertaking until all of the following have occurred: (i) the Reimbursement Agreement has terminated; and (ii) the Undertaking, or portion thereof, has been transferred to an appropriate Applicable Government.

G. Work Specifications. In addition to the plans and specifications described in Section 6.A.1. hereof, the construction work performed pursuant to this Agreement is subject to the following additional specifications:

1. the current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Storey County Area, Nevada, and the Uniform Standard Drawings for Public Works' Construction, Storey County Area, Nevada; and

2. permits issued to TRIGID by the County or any other governmental entity with respect to the Undertaking.

H. Compliance with Law. Pursuant to NRS 278C.240, NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract or other agreement relating to the Undertaking. TRIGID agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor

with respect to the construction of all or any portion of the Undertaking to its contract with such subcontractor. TRIGID is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS. For the avoidance of the doubt, this provision prohibits the County from using moneys in the Tax Increment Account to pay for any portion of the Undertaking if any portion of the Undertaking was not constructed in accordance with NRS 338.010 to 338.090, inclusive.

Section 7. Inspection of Records and Audit.

A. Books and Records. TRIGID agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the County, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and the NRS.

B. Inspection and Audit. TRIGID agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the Undertaking shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, upon reasonable notice by the County, or any of its authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained by all parties for a minimum three years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

Section 8. Default. If either party fails to perform any obligation under this Agreement, or either party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other party hereto. Such enforcement may include, without limitation, a lawsuit in the First Judicial District Court of the State of Nevada to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement.

Section 9. Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

Section 10. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions,

or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

Section 11. Independent Public Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

Section 12. No Third-Party Beneficiaries. None of the provisions of this Agreement are intended to make any person who is not a party to this Agreement, including, without limitation any subcontractor for the Undertaking, the general public or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage and any suit by a subcontractor for the Undertaking for payment for work performed at the request of TRIGID, except that the Applicable Governments are beneficiaries of the provisions hereof that specifically provide the TRIGID's obligations to those Governments.

Section 13. No Guarantee of Water Capacity. Nothing in this Agreement or any other document involving the Area nor the installation by way of the Area of, or the levy and collection of taxes within the Area for, the Undertaking shall be taken as a guarantee, promise or representation by the County that water transported by the Undertaking will be made available to the property in the Area.

Section 14. Exculpatory Clause. TRIGID unconditionally and forever releases, discharges, and waives any and all rights or causes of action of any nature whatsoever insofar as a cause of action arises out of or is based upon the creation of the Area, the formation of the Area, the proceedings under Nevada law for the creation and formation of the Area, required approvals in connection with the creation and formation of the Area, the existence or sufficiency of amounts in the Tax Increment Account to make reimbursements under the Reimbursement Agreement, the implementation of the Area and the administration of the Area whether legal, equitable or otherwise against the County, its officers and any of the County's consultants (including, but not limited to, the County's municipal advisor, the County's bond counsel and the Engineer).

Section 15. Indemnification. TRIGID agrees to protect, indemnify, defend and hold the County, its officers or employees and agents and each of them harmless from and against

any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the County, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the County, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of: (i) the acquisition, construction or financing of the Undertaking by TRIGID; (ii) any environmental or hazardous waste conditions which existed on any of the property where the Undertaking is constructed at any time prior to final acceptance of the Undertaking by an Applicable Government or which was caused by TRIGID, provided said condition was not caused by the deliberate action of the County; or (iii) any act or omission negligent or otherwise of TRIGID or any of its subcontractors, agents or anyone who is directly employed by or acting in connection with TRIGID or any of its subcontractors, or agents, in connection with the Undertaking. This Section is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Undertaking.

Section 16. Severability. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

Section 17. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein

Section 18. Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of Nevada. Jurisdiction for all matters triable before a state court shall be in the First Judicial District Court of the State of Nevada.

Section 19. Amendment. This Agreement shall not be amended without the prior written consent of the County and TRIGID.

Section 20. Miscellaneous. Paragraph headings are for convenience only and do not effect, limit or modify the content of the provisions of this Agreement. Use of the masculine, feminine, or neuter shall not limit the application of any provision of this Agreement, but each such gender shall be deemed to include all other gender cases, just as the singular shall include the plural, and the plural the singular.

Section 21. Entire Agreement. This Agreement is the entire Agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement. No purported oral amendment to this Agreement shall be valid.

Section 22. Time. Time is of the essence in all matters relating to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the County and TRIGID have each caused this Agreement to be duly executed by authorized officers on the date indicated with signatures pursuant to resolution or ordinance duly passed and adopted by each body.

STOREY COUNTY, NEVADA

Marshall McBride, Chairman of the Board
Board of County Commissioners

Date:

(SEAL)

ATTEST:

Vanessa Stephens, County Clerk
Storey County, Nevada

TRI GENERAL IMPROVEMENT DISTRICT,

Kris Thompson, President
Board of Trustees

Date:

ATTEST:

Robert M. Sader
Secretary of the
Board of Trustees

Exhibit A

Map of the location of the Undertaking



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 15 min.

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

1. **Title:** For possible action: consideration and possible action on a resolution no. 18-523 making certain determinations regarding excess tax increment revenues distributed into the funds of the respective taxing agencies under Nevada Revised Statutes ("NRS") 278C.250 in connection with the Tahoe-Reno Industrial Center Tax Increment Area.

2. **Recommended motion:** I, Commissioner (name), move to approve resolution no. 18-523 making certain determinations regarding excess tax increment revenues distributed into the funds of the respective taxing agencies under NRS 278C.250 in connection with the Tahoe-Reno Industrial Center Tax Increment Area.

3. **Prepared by:** Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** The Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking"). On September 5, 2018, the State of Nevada's Interim Finance Committee approved the Undertaking, which constitutes a natural resources project pursuant to the Act. On October 29, 2018, the Board adopted a resolution ordering the County's engineer to prepare preliminary plans, cost estimates and related items to pay the costs of the Undertaking, and Farr West Engineering, as the County's engineer, prepared such preliminary plans, cost estimates and related items to pay the costs of the Undertaking. After review of the preliminary plans, cost estimates and related items placed on file with the County Clerk, the Board provisionally ordered the Undertaking by adoption of a resolution on October 29, 2018. A public hearing on the Undertaking was held on November 19, 2018.

On December 4, 2018, the Board adopted an ordinance (the "Creation Ordinance"), which created the Tahoe-Reno Industrial Center Tax Increment Area (the "Area"), ordered the Undertaking and created the "Tax Increment Account" for the Undertaking. The tax increment revenues will pay, in whole or in part, the costs of such an Undertaking, as more fully provided in NRS Chapter 278C, specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area, and (ii), payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking (the "Reimbursement Agreement"), and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment).

Pursuant to the Reimbursement Agreement, certain excess tax increment revenues shall be utilized for Government Distribution (as defined in the Reimbursement Agreement), and the County shall pay such amounts into the funds of the respective taxing agencies within the Area as provided in NRS 278C.250. This resolution makes determinations under NRS 278C.250 in connection with the distribution of such excess tax

increment revenues.

On December 4, 2018, the Board took public comment on this resolution and continued the consideration and possible action on this resolution to the meeting on December 18, 2018.

5. **Supporting materials:** Resolution No. 18-523

6. **Fiscal impact:** No Comptroller: _____

7. **Legal review required:** Yes
KL – District Attorney
KF – Bond Counsel

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Summary – A resolution making certain determinations regarding excess tax increment revenues distributed into the funds of the respective taxing agencies under NRS 278C.250 in connection with the Tahoe-Reno Industrial Center Tax Increment Area.

RESOLUTION NO. 18-523
(of Storey County, Nevada)

**A RESOLUTION MAKING CERTAIN DETERMINATIONS
REGARDING EXCESS TAX INCREMENT REVENUES
DISTRIBUTED INTO THE FUNDS OF THE RESPECTIVE
TAXING AGENCIES UNDER NRS 278C.250 IN
CONNECTION WITH THE TAHOE-RENO INDUSTRIAL
CENTER TAX INCREMENT AREA.**

WHEREAS, the Board of County Commissioners (the "Board") of Storey County, Nevada (the "County") received a request from Silver Slate LLC, Comstock TRIC Associates, LLC, Supernap Reno, LLC, Tesla, Inc. (f/k/a Tesla Motors, Inc.), 1200 USA Pkwy LLC and Emerald City Empire, LLC (collectively, the "Owners") to order an undertaking pursuant to Nevada Revised Statutes ("NRS") Chapter 278C (the "Act") for a water project as defined in NRS 278C.140 (the "Undertaking") and to pay with tax increment revenues, in whole or in part, the costs of such an Undertaking, as more fully provided in the Act and the ordinance creating the Tahoe-Reno Industrial Center Tax Increment Area (the "Creation Ordinance" and the "Area," respectively), specifically NRS 278C.150, 278C.157 and NRS 278C.250, including (i) advances by the County for administrative costs associated with administering the Area; and (ii) payments under contracts with the Owners to reimburse the Owners for costs incurred by the Owners in connection with the Undertaking, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described in the Creation Ordinance (with all segment lengths to be current approximations subject to minor adjustment); and

WHEREAS, pursuant to the Creation Ordinance, the Board created the Area, ordered the Undertaking and created the tax increment account for the Undertaking (the "Tax Increment Account"); and

WHEREAS, pursuant to NRS 278C.157(1)(d), the County intends to enter into a reimbursement agreement with the Owners (the "Reimbursement Agreement") pursuant to which

the County agrees to pay certain tax increment revenues from the Tax Increment Account to the Owners for costs incurred by such Owners in connection with the Undertaking; and

WHEREAS, pursuant to Section 4 of the Reimbursement Agreement, certain excess tax increment revenues shall be utilized for Government Distribution (as defined in the Reimbursement Agreement), and the County shall pay such amounts into the funds of the respective taxing agencies within the Area as provided in NRS 278C.250.

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

Section 1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Reimbursement Agreement.

Section 2. With respect to the Government Distribution of excess tax increment revenues in accordance with NRS 278C.250 under Section 4 of the Reimbursement Agreement, the Board hereby makes the following determinations, and the officers of the County are hereby directed as follows:

A. The excess Property Tax Increment, if any, shall be paid into the funds of the respective taxing agencies in the same proportion as their base amount was distributed; and

B. The excess Modified Business Tax Increment, if any, shall be paid to the State of Nevada Department of Taxation to be distributed in accordance with NRS 278C.250; and

C. The excess Sales Tax Increment, if any, shall be paid to the State of Nevada Department of Taxation to be distributed in accordance with NRS 278C.250.

Section 3. The officers of the County be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 4. All actions, proceedings and matters previously taken, had and done by the County and the officers of the County (not inconsistent with the provisions of this resolution) concerning the Area and the Undertaking hereby are, ratified, approved and confirmed. This resolution does not obligate the County to enter into the Reimbursement Agreement.

Section 5. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 6. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 7. The Board has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED THIS December 18, 2018.

[SEAL]

Attest:

Chairman
Board of County Commissioners
Storey County, Nevada

County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

I am the duly appointed, qualified and acting County Clerk of Storey County (the "County"), Nevada, and in the performance of my duties as County Clerk and ex officio Clerk of its Board of County Commissioners (the "Board"), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution adopted at a regular meeting of the Board held on December 18, 2018.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

Those Abstaining:

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

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

5. All members of the Board were given due and proper notice of the meeting. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting was posted not later than 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Virginia City Post Office
- (ii) Storey County Courthouse
- (iii) Virginia City Fire Station
- (iv) Virginia City Highlands Fire Station
- (v) Lockwood Fire Station

6. A copy of the notice was posted on the County's website and on the State of Nevada's official website no later than 9:00 a.m. on the third working day prior to the meeting.

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

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

9. A copy of the notice so given of the meeting of the Board held on December 18, 2018 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on December 18, 2018.

County Clerk

EXHIBIT A

(Attach copy of posted notice)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 15 minutes

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

1. **Title:** Consideration and possible action on Stipulation with Tahoe Reno Industrial Center LLC (TRIC) to provide that incremental tax revenues used to reimburse owners of property with the Tax Increment Area for expenses in constructing the effluent pipeline will not be counted as "Project Revenues" as that term is defined in the Capital Improvement Plan agreed upon between Storey County, DP Operating Partnership LLP and TRIC on or about February 1, 2000 (Project Revenues).
2. **Recommended motion:** I _____ (Commissioner) move to approve the Stipulation between Storey County and TRIC that incremental tax revenues derived from the Tax Increment Area (TIA) and used to reimburse owners of property within the TIA for the costs of constructing an effluent pipeline will not be counted as Project Revenues when determining the amount of revenue available to pay for infrastructure vouchers issued to TRIC.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** Under the capital Improvement Plan, which is part of the Development Agreement with TRIC, tax revenues generated within TRI are utilized in part to repay vouchers issued to TRIC to reimburse TRIC for public infrastructure dedicated to the County. The proposed stipulation provides that incremental tax revenues generated within the Tax Increment Area which are to be used to reimburse owners of property within the TIA for expenses of building the Effluent pipeline will not be included as revenues available for payment of the vouchers.
6. **Supporting materials:**
7. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 18, 2018

Estimate of time required: 10 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Resolution 18-525 Honoring Commissioner Jack McGuffey
2. **Recommended motion** Approve Resolution 18-525 Honoring Commissioner Jack McGuffey

3. **Prepared by:** Jessie Fain for Pat Whitten

Department: Commissioner's Office

Telephone: 847-0968

4. **Staff summary:** Resolution to honor Commissioner Jack McGuffey for his years of public service to Storey County.

5. **Supporting materials:** Resolution 15-525 and a plaque will be presented.

6. **Fiscal impact:** none

Funds Available:

Fund:

_____ Comptroller


7. **Legal review required:** n/a

_____ District Attorney

8. **Reviewed by:**

Department Head

Department Name: Commissioners

 County Manager

Other agency review:

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item # _____

RESOLUTION NO. 18-525

A RESOLUTION HONORING JACKIE MCGUFFEY

WHEREAS, JACKIE MCGUFFEY has faithfully served Storey County for six years from 2011-2012 and again from 2015-2018; and

WHEREAS, JACKIE MCGUFFEY is dedicated to his job and the citizens of Storey County; and

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

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

THEREFORE IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor JACKIE MCGUFFEY for exemplary service to the people of Storey County, Nevada this 18th day of December 2018.

PASSED and ADOPTED the 18th day of December, 2018, by the following:

AYES: McBride and Gilman

NAYS: None

And Signed: _____
Marshall McBride, Chairman

Lance Gilman, Vice-Chairman

Attested: _____
Vanessa A. Stephens, Clerk-Treasurer