STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

09/15/2020 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA*

AGENDA

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

Further, due to the Governor's mandated steps to protect against the spread of COVID-19, the Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

***Join Zoom Meeting:** **https://zoom.us/j/597519448** **Meeting ID: 597 519 448**

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US
+1 301 715 8592 US
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 597 519 448
Find your local number: https://zoom.us/u/adi9WjdtNr

For additional information or supporting documents please contact the Storey County Clerk's Office at 775-847-0969.

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
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. 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. 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. 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/FOR POSSIBLE ACTION:**

   Approval of the Agenda for September 15, 2020

4. **DISCUSSION/FOR POSSIBLE ACTION:**

   Approval of the Minutes for August 18, 2020

5. **CONSENT AGENDA**

   I For possible action, approval of claims in the amount of $932,017.86

   II For possible action, approval of business license first readings:
   - **A. Automation Tool Company -** Out of County / 101 Mill Dr. ~ Cookeville, TN
   - **B. Delta Gift Shop -** General / 22 S. C St. ~ Virginia City, NV
   - **C. Diamond Concrete Cutting, LLC -** Contractor / 100 Menezes Way ~ Lockwood, NV
   - **D. Linqm, Inc. -** Out of County / 26391 Crown Valley Pkwy Ste. 240 ~ Mission Viejo, CA
   - **E. SNK Electric LLC -** Contractor / 4227 Pheasant Dr. ~ Carson City, NV
   - **F. Can Lines Engineering, Inc. -** Contractor / 9839 Downey Norwalk Rd. ~ Downey, CA

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

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

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

9. **PUBLIC HEARING TO BE HEARD AT 10:30 AM (No Action will be taken):**

Convene public hearing to consider proposed modifications of the service plan for the TRI GID which include authorization to incur debt, authorization to operate and maintain the facilities of the TRI GID by the staff of the TRI GID and other matters properly related thereto.

10. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration of proposed modifications of TRI GID service plan which include authorization to incur debt, authorization to operate and maintain the facilities of the TRI GID by the staff of the TRI GID and other matters properly related thereto.

11. **DISCUSSION/FOR POSSIBLE ACTION:**

Adjustment of the CIP plan in the amount of $115,105.00 from the Capital Projects Fund to purchase and support of Network Racking Equipment, Point-to-Point Microwave Links; Switching and Routing Equipment; and redundancy network cabling and battery backup systems necessary to upgrade, secure, and relocate the county's Emergency 911 Dispatch Center.

12. **DISCUSSION/FOR POSSIBLE ACTION:**

Authorize County Manager to approve contract with CC Cleaning Services to sanitize and deep-clean county-owned restrooms, buildings, and facilities as needed between now and December 30, 2020, in response to COVID-19, and not to exceed $6,000 per month. All or most costs for services will be paid for by CARES Act funds awarded to Storey County.

13. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of interlocal agreement between Storey County and the Storey County Fire Protection District.

14. **RECESS TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD**

15. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of interlocal agreement between Storey County and Storey County Fire Protection District.

16. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of modification and extension of the 2017-2019 Collective Bargaining Agreement between the Storey County Fire Protection District (Employer) and Storey County Firefighters Association IAFF Local 4227 (Union).

17. **RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD**

18. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Rural Development Loan Resolution authorizing the issuance of bonds in the principal in the amount of $264,000.00 for the construction of the Gold Hill sanitary sewerage facility.

19. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

20. **DISCUSSION/FOR POSSIBLE ACTION:**

First Reading of Bill 118, Ordinance 20-307, text amendments to Storey County Code Title 17 Zoning Districts CR Commercial-Residential; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.*

*Note for Bill 118, 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.

21. **DICUSSION/FOR POSSIBLE ACTION:**

Approval of business license second readings:

A. **Lawson Drayage, Inc. -** General/ 1280 Electric Ave ~ Sparks, NV
B. **Martin Bauer Inc.** - General / 625 Waltham Way Ste. 101 ~ Sparks, NV
C. **Monster Tree Service of Greater Reno** - Out of County / 4850 Bryce Dr. ~ Carson City, NV
D. **N D I Plumbing Inc** - Contractor / 39 Glen Carran Circle ~ Sparks, NV
E. **Shaheen Beauchamp Builders, LLC** - Contractor / 318 N. Carson St. Ste. 202 ~ Carson City, NV
F. **Stealth Finishing, LLC -** General / 1335 Alexandria Ct. ~ McCarran, NV
G. **Schenker, Inc. -** General / 3300 Waltham Way, Ste. 106 ~ McCarran, NV

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

23. **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.

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

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

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 09/09/2020; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens

Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09/15/2020 **Estimate of time required:** 5 min.

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

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1. **Title:** Approval of minutes for August 18, 2020

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by: Vanessa Stephens**

   Department: Clerk & Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

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

   Funds Available: Fund: ____ Comptroller

7. **Legal review required: N/A**

   ____ District Attorney

8. **Reviewed by**:

   ____ Department Head Department Name: Clerk & Treasurer

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 4

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, AUGUST 18, 2020 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL via zoom: Chairman McBride, Vice-Chairman Carmona, Commissioner Gilman, County Manager Austin Osborne, Clerk & Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Tourism Director Deny Dotson, Sheriff Gerald Antinoro, Fire Chief Jeff Nevin, Emergency Management Director Joe Curtis, Senior Planner Kathy Canfield, Senior Center Director Stacey York, Human Resources Director Jeanne Greene, Public Works Director Jason Weizrbicki, Recorder Marney Hansen-Martinez, Communications Director Dave Ballard, Community Chest Director Erik Schoen

1. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
Meeting was called to order by Chairman McBride at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE
Chairman McBride led the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for August 18, 2020.
County Manager Austin Osborne requested item 20 be continued to September 15, 2020. Move item 16 following item 17.
Public Comment: None

Motion: I move to approve the Agenda for August 18, 2020, with the changes requested, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of the Minutes for July 21, 2020.
Public Comment: None

Motion: I move to approve the Minutes for July 21, 2020, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. CONSENT AGENDA:

I. For possible action, approval of claims in the amount of $912,292.23

II. For possible action, approval of business license first readings:

A. AECOM Design, A Professional Corp. - Professional / 8985 S. Eastern Ave Ste 130 ~ Las Vegas, NV
B. Atlas Land Development, LLC - Contractor / 4363 S. Jumbo Way ~ Carson City, NV
C. Jimmy's LLC - Out of County / 3475 Ormsby Ln. ~ Washoe Valley, NV
D. Road and Highway Builders, LLC - Contractor / 950 E. Mustang Rd. ~ Sparks, NV
E. Tenaska Power Services Co - Out of County / 300 E. John Carpenter Freeway Ste 1100 ~ Irving, TX

Public Comment: None

Motion: I move to approve today's Consent Agenda, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

6. PUBLIC COMMENT (No Action) None

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

Sheriff Antinoro:

- Long time Storey County resident, Jim Watson, passed away.
- With the start of school, be on the look-out for kids and school buses out and around. There will be extra enforcement in school zones.

Erik Schoen, Community Chest/Library Director:

- This is the last week for the summer program which has been very successful. With the protocol in place, there were no known cases of Covid 19.
- The library was used as another classroom. This will continue through the fall. People with a Storey County library card will be able to access all resources "virtually".
- Early childhood education will continue to be offered throughout the fall - accommodating up to 18. Some part-time and some full time.
- Before and after school programs will be offered to elementary students, Monday through Thursday, and all day on Friday. Looking at staffing to provide the same programs for middle-school students after school. There are capacity issues, they will do the best they can.
- The tech-center in the library will be staffed by a teacher providing support for students accessing on-line school programs.

Deny Dotson, VCTC Director:

- The VCTC is very concerned with the shutdown and effects on revenue, especially from tourism tax and lodging. Mr. Dotson reviewed the figures (note: difficult to hear him via zoom). Some good news there.
- Hard decisions have been made regarding events - there are concerns with the fall.
- A lot of resources will be going to marketing with radio and billboards.

Joe Curtis, Emergency Management Director:

- Only 5 new cases reported in the Quad County area with 22 recoveries.
- Since March 1, there have been 886 cases - 732 recoveries. 139 still active, 15 deaths.
- In 5 months, there have been only 6 cases in Storey County.
- Reminder - there is potential for exposure within 15 minutes at 6 feet distance.
- The Governor's order still stands for 50% of fire rating occupancy - or 50 people total, whichever is less. Social distancing and masking are still in place.
- At the last test site on August 11, 140 tests were given. Two nurses, a representative from Carson City Health, 4 paid Storey County staff, and 3 Jeep Posse volunteers participated.
- Jeep Posse members have been a huge help at all test sites - with set-up/take down of cones and tables and chairs, in decisions regarding flow of traffic and traffic control.
  They are always available, show up on time, and are committed to assist in the process. Many of the members have completed County-required MIMS, incident command training.
- The next test date is August 28 at the Lockwood Senior Center, 10am to 11am. Test results should be received in 7 to 10 days. People are lining up about one hour before.
- Tests must be conducted for the next 2 ½ years.
- Plans are being made for the "long haul" and for flu vaccinations, as well as Covid vaccinations when available.
- Equipment has been acquired for the test sites, with more that needs to be acquired to take care of the process - the only outside assistance would be nurses to administer the tests.
- Since the beginning of Covid, Emergency Management and Community Relations have been working about 100% on Covid-related processes and issues.

Chairman McBride asked if (the County) is still required to test 2% of its population per month.

Mr. Curtis: We are far exceeding that.

Austin Osborne, County Manager:

- Working with NACO, the District Attorney, and our team on the mechanics of the program for the $200,000 grant to be invested in our communities.
- A "town hall" open-air meeting will be held August 27 in Lockwood, 5pm to 6pm. This will take place north of the Truckee River Bridge in an area where people can drive in and stop. People are asked to wear facemasks.
- Working on a request from the last workshop to post the "capital improvement plan" on the link. It is already posted in the budget. A more "user friendly" version is being created.

Vice Chairman Carmona "applauds" the Town Hall meetings. This is an important time to communicate with the community.

Vanessa Stephens, County Clerk:

- This year every active registered voter will receive a mail-in ballot. In addition, we will have the normal polling place. If a voter chooses to not use the mail-in ballot, they can come and vote on a machine as in the past.
- Everyone is encouraged to make sure voter registration is up-to-date. Contact the Clerk's Office with any questions.

8. BOARD COMMENT (No Action - No Public Comment)
Vice Chairman Carmona:

- A lot of institutional knowledge has been lost with the passing of Jim Watson.

9. DISCUSSION/POSSIBLE ACTION: Consideration and setting of date for a public hearing on the proposed amended service plan of the TRI GID.

Deputy District Attorney Loomis explained a requirement for amending the service plan is that the Board set a date for a public hearing. Notice must be published. The date being considered is September 15, 2020.

Public Comment: None

Motion: I, Jay Carmona, move to set the 15th day of September 2020, 10:30 AM, as the date for a public hearing to consider possible approval of an amended service plan for the TRI GID, and authorize the clerk to publish notice of the hearing and to notify interested parties of the public hearing, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

10. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of 2nd reading for General Home-Based Business License for Highland Arms, internet firearm sales. Applicants are Calvin, Pamela, and Jacob Willey, 2538 Cartwright Rd., Reno, NV 89521.

Sheriff Antinoro said applicants' background has been reviewed - they are pending Federal firearms license approval contingent on County granting business license. The business will primarily be internet and gun-show based. Applicants are connected with a tree service and a long-time gun shop in Reno. There is nothing prohibiting them from having this license.
Public Comment: None

Motion: I, Jay Carmona, motion to approve the 2nd reading for General Home-Based Business License for Highland Arms, internet firearm sales. Applicants are Calvin, Pamela, and Jacob Willey, 2538 Cartwright Rd., Reno, NV 89521e, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of 2nd reading for General Home-Based Business License for Silver State Firearms, 1399 Highland Spur, VC Highlands, NV 89521. Applicants are: David Cooley and Tony Midmore.

Sheriff Antinoro: Applicants are pending Federal Firearms License approval contingent on issuance of County's business license. Applicants will primarily be manufacturing custom firearms. Nothing in their background prohibits this license.
Public Comment: None

Motion: I, Jay Carmona, motion to approve the 2nd reading for General Home-Based Business License for Silver State Firearms, 1399 Highland Spur, VC Highlands, NV 89521. Applicants are: David Cooley and Tony Midmore, **Action:** Approve, **Moved by:** Vice Chairman Carmona,

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

12. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of 2nd reading for General Business License. Out of county Petroleum Distributor, Senergy Petroleum, 464 Andrews St, Ste. 1, North Las Vegas, NV 89081.

Sheriff Antinoro explained Senergy Petroleum will not have an office in Storey County, however they will provide goods and services through local distributors. Nothing was found to preclude them from this license.
Public Comment: None

Motion: I, Jay Carmona, motion to approve the 2nd reading for General Business License. Out of county Petroleum Distributor, Senergy Petroleum, 464 Andrews St, Ste. 1, North Las Vegas, NV 89081, **Moved by:** Vice Chairman Carmona **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of 2nd reading for General Business License for Tahoe House Hotel & Bar. 162 S C St., Virginia City, NV 89440. Applicant is Paul Hoyle, Lark Lane Hospitality.

Sheriff Antinoro: Background has been completed on this applicant. Mr. Hoyle has a history in the hotel industry and will make a good addition to the community.
Public Comment: None

Motion: I, Jay Carmona, motion to approve 2nd reading for General Business License for Tahoe House Hotel & Bar. 162 S C St., Virginia City, NV 89440. Applicant is Paul Hoyle, Lark Lane Hospitality, **Moved by:** Vice Chairman Carmona **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR BOARD

15. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of 2nd reading for Liquor License for Tahoe House Hotel & Bar. 162 S C St., Virginia City, NV 89440. Applicant is Paul Hoyle, Lark Lane Hospitality.

Sheriff Antinoro: There is nothing that would preclude Mr. Hoyle from holding a liquor license. He has 20+ years in the hospitality industry based on the reports.

Chairman McBride disclosed he holds a liquor license on C Street, not in proximity to this hotel. Voting on this issue one way or the other would have no affect on this license.
Public Comment: None

Motion: I, Jay Carmona, motion to approve the 2nd reading for Liquor License for Tahoe House Hotel & Bar. 162 S C St., Virginia City, NV 89440. Applicant is Paul Hoyle, Lark Lane Hospitality, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

16. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of five-year contract with Lenslock for obtaining body cameras to replace the VieVu cameras for a cost of approximately $20,000.00 per year.

Sheriff Antinoro: Some years ago, a contract with VieVu was entered into for body cameras mandated by the Legislature. VieVu has new owners. There have been issues in keeping the cameras "up and running" and looking at (VieVu), the price goes up significantly to renew the contract and up-grade cameras. Lenslock has a very reliable product, which (the Sheriff) has been testing the last few months, with a very good price. In discussion with the District Attorney's Office, it is probably cheaper to pay off the existing contract with VieVu due to their failure to uphold their end of the contract.

Chairman McBride: It was an "unfunded" mandate, right?

Sheriff Antinoro: At the time, there was an option to initiate a surcharge on the telephone system to be used for payment of the cameras. The Commission opted not to do that. This is an option moving forward, but he doesn't think anyone wants any increases in taxes or surcharges.

Chairman McBride: Isn't this is a significant increase as opposed to VieVu?

Sheriff Antinoro: It is a significant increase, however it is the most cost effective contract. The company who bought VieVu was quite higher. As this is mandated across the country, there are not a lot of options. This is about the best price.

Deputy District Attorney Loomis: He has looked over the contract and the provisions for termination. The contract could be terminated for "breach" - but the breach standards are very vague. He advised the Sheriff to pay the termination fee, which isn't that high - establishing the breach would be harder. Among other items, the contract with Lenslock has significant limited liability which is not unusual. It is not the greatest, but a contract we have to live with.
Public Comment: None

Motion: I, Jay Carmona, motion to approve the 1st reading for the approval of the 1st reading for cancelling the VieVu camera system and replacing with LensLock camera system, **Action:** Approve, **Moved by:** Vice Chairman Carmona,

Commissioner Gilman asked the Sheriff how he evaluates the (current) camera system and its value to the community. Sometimes these things are not as effective as we would like.

Sheriff Antinoro: Agrees they are not as effective as they would like them to be. He said he testified against them at the Legislature because they really don't accomplish what was intended. They do provide insight in the event of ending up in court on a case. This was implemented because of allegations of police misconduct, shootings, or things of that nature - which have not been an issue in Storey County. It's not uncommon that a camera gets pulled off in a scuffle - you don't necessarily get a good image. The same if someone is being chased because of the way the camera bounces

around. A camera in the patrol vehicle versus on the body would be his preference. It was found that the cameras being replaced were not very durable. These (new cameras) have a stronger mounting unit and controls keeping them on. They are not what they could be - we are stuck unless the Legislature changes something.

Commissioner Gilman commented they rarely "roll something back". In watching the news, they (cameras) do not seem to be very effective.

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

21. DISCUSSION/POSSIBLE ACTION: Special Use Permit 2020-021 request by the applicant Stericycle, Inc., to construct and operate a medical and other special waste incinerator facility. The project has the potential to provide generation of excess power, which is considered an "electric or gas power generating plant" which is also subject to a special use permit. The subject property is located at 1655 Milan Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, a portion of Assessor's Parcel Number (APN) 005-111-73.

Commissioner Gilman recused himself from vote and discussion on this item as he holds a pecuniary interest in land that is the subject matter of this item.

Senior Planner Kathy Canfield: This application is for a Special Use Permit - a medical waste facility in the Tahoe-Reno Industrial Center. The project is in I-2, heavy industrial zoning, with an I-S overlay. Ms. Canfield described the building - all activities will take place within the building. Applicant is required to obtain permits from Nevada Division of Environmental Protection (NDEP) who regulates emission standards and is permitting authority for air quality.

This project was discussed at the last Planning Commission meeting. Four items of correspondence opposing the project have been received. All items are on the website. The Planning Commission voted 5 to 1 for approval, with one recusal. Staff recommends approval.

Dominic Culotta, Executive Vice President and Chief Engineer of Stericycle introduced the Stericycle team and presented an overview of Stericycle's operations. The plant will be built on a 20-acre parcel on Milan Drive, zoned for heavy industrial with an I-S (Special Industrial Zone) overlay. Approximately 5 acres will be developed for the facility and parking. The rest will be a buffer zone to minimize impact on wildlife and neighbors. Operations will be contained within the 50,000 square foot facility.

Mr. Culotta reviewed the operation of the incinerators which are small compared to large municipal waste incinerators. Traffic impact will be small, with only 10 to 15 trailers expected per day. Construction will support many jobs. The facility will process certain types of medical waste designated for incineration as a best practice.

Mr. Culotta explained the focus on safety which includes enhanced training programs. There is a committee dedicated to health and safety. He addressed issues raised about the Stericycle facility in Utah, as well as in North Las Vegas. A letter has been submitted outlining legal reasons why this is not relevant to the law. A violation at North Salt Lake City, mentioned by those opposed to the

facility in Storey County, occurred nine years ago and is the only citation for emission violation in the history of its operation. That facility remains in full operation, in compliance, with a permit through 2022. He discussed concerns with the proposed North Las Vegas facility. That application was withdrawn prior to approval or denial due to a lack of readily available access to water and other utilities.

Mr. Culotta reviewed reasons Stericycle decided on the TRI location for its new facility, including infrastructure, logistics, and the Master Plan. He presented a diagram showing the "state of the art" incineration process that will be installed including an air pollution abatement system. Concerns regarding effect on the environment have been heard. (Stericycle) is subject to stringent federal and state air regulations and follow a proven air pollution control process. The new incinerator will be subject to the most stringent emission standards in any incinerator category. Testing is required by the EPA - with samples and analysis submitted by a third party.

They have reached out to the American Wildhorse Campaign and will hold quarterly meetings throughout this process and believe they will make a positive contribution to the safety and well-being of wild horses.

Stericycle is committed to supporting these missions and participating with business owners of TRI. In addition, they service businesses in Storey, surrounding districts, and counties. This includes doctors, offices, labs, airports, retail, all branches of military, Federal, State, and local governments - as well as others. Mr. Culotta thanked the Board for the opportunity to present this item.

Chairman McBride: What were the negative findings by the Planning Commission in North Las Vegas that were leading to denial of (Stericycle's) SUP?

Dale Rich of Stericycle: The same type of rhetoric and documents being brought forward now may have influenced the decision process. There was not an actual hearing - there was no vote and the application was pulled based on lack of infrastructure.

Selin Hoboy: They were originally approved for the facility in the North Las Vegas situation. Two years later when obtaining a special use permit there was some political opposition in North Las Vegas. Similar information in terms of history at other facilities and the North Salt Lake situation was brought forward. As part of their package, that information was submitted as part of their concerns from a safety perspective. That is why they moved to deny the permit. At the same time, (Stericycle) looked at what was happening in that area and made the decision that the facility would not fit within their time-period and withdrew the application.

Chairman McBride: Special Use Permits are inherent to concern and criticism - that's why they're special use permits. Has Stericycle purchased the property where they plan on building? What is the estimated cost of the facility- how much will you be into it when built out?

Mr. Culotta: They have entered into a contract to purchase the land. Approximately $40 million - $14 million could be local. The planning phase and design are underway. When finalized, they can be more cost specific.

Chair McBride: Will the facility be equipped with new equipment or used from other facilities?

Mr. Culotta: The plan is for new equipment.

Mr. Rich: It will be all new with systems based on the latest technology advances.

Chair McBride: New equipment is usually cleaner and more efficient. Will rules be utilized that are put in place by the Treasury Department taking advantage of Storey County as an "opportunity zone"?

Ms. Hoboy responded they are looking at those opportunities - however they wanted to get through this process, then look at the next step and options.

Chair McBride: Will (Stericycle) be asking the Governor's Department of Economic Development for tax abatements?

Ms. Hoboy: They will be looking at what economic opportunities there are within the State. At this point, they have not planned for those - inaudible and plan on funding those themselves. Inaudible. With the potential equipment they are proposing as a "waste energy facility", there might be some options there.

Chair McBride: These questions are asked because we like to have businesses, especially high-tech, move into the industrial park. It doesn't appear (Stericycle) will have a big impact on services, but we like to make sure everyone is paying their fair share.

Vice Chairman Carmona asked how many employees would be working at the facility when it's "up and running".

Mr. Culotta: Approximately 30 employees when it's fully in operation. New technology is very automated. Some others will be coming and going.

Vice Chair Carmona asked Mr. Culotta to explain what would be coming out of the "stack" - would it be equal to emissions from a diesel truck?

Dale Rich: The facility is considered a minor source. Emissions would be fairly low and deminimus-compare it to about 10 trucks driving down the highway.

Vice Chair Carmona: If this is considered a low impact, what would be considered a high impact?

Mr. Rich: High impact would be a very large facility - power plants, manufacturing facilities with enormous emission potential. Our emissions are very low when compared to very large plants.

Vice Chair Carmona: The reality is this is a world where waste is generated that has to be brought down to the safest levels. There has to be place to get rid of this stuff. There will be real time monitoring of the stacks so if there is an issue or failure- what would be the procedure?

Mr. Rich: Emissions will be monitored based on permit conditions per Nevada and EPA regulations. "Site specific" operating parameters will be monitored continuously and recorded. There are

"safety's" built in to the facility to stop the process of waste - a "lock-out" condition. Before operation begins, very extensive initial performance testing is done. The parameters established during testing must be complied with at all times. They will continuously "self-report" to NDEP - the regulatory agency. Reports are sent out detailing any deviations. Violations that would occur are reported by Stericycle.

Vice Chair Carmona assumes (Stericycle) would be working with Storey County Emergency Management and if there was an issue (the County) would be notified so the situation could be handled on this end.

Chair McBride asked how many Federal and State "oversight" agencies do you report to or are overseen by?

Ms. Hoboy: Approximately 10 to 15 agencies. There may be a permit for wastewater. We will need Federal and State OSHA permits, as well as permits from Department of Transportation, Nevada Bureau of Air Quality, and Title 5 Air Permit. We are preparing for any additional solid waste permits from the State and any other County permits as needed.

Public Comment:
Greg Hendricks, American Wild Horse Campaign: He is relaying appreciation to Stericycle Management Group for openness and willingness to discuss wild horse mitigation impact relating to this facility, its construction, and operation. Their openness is most appreciated. Discussions will continue on a quarterly basis. A commitment letter to continue mitigation discussions has been received. American Wild Horse Connection has been involved in rescue and discussion regarding that - we thank (Stericycle) for that. It's great to see a company look at situations prior to build so that appropriate actions and mitigation are built in - reducing impact on the wild horses.

Mathew Digesti, Vice President-Government Affairs for Blockchains LLC: Speaking in opposition to the Special Use Permit requested by Stericycle. A detailed opposition has been provided outlining legal reasons why the SUP does not meet standards for approval. At this time, they would like to focus on the issue of safety in Storey County. It is this (Board's) responsibility to protect the health and welfare of County residents, businesses, and thousands of employees working in close proximity to Stericycle's proposed bio-hazardous site.

Mr. Digesti reviewed other locations where Stericycle's operations were ultimately denied, including in Utah, Arizona, Oakland, and North Las Vegas. Contrary to Stericycle assertions, substantial negative findings were made and are in the staff report. This company has been all over the western United States looking to create a most dangerous, known bio-hazardous service. They have been appropriately challenged or denied everywhere they've been.

Mr. Digesti reviewed various negative issues with Stericyle -including, bio-hazardous pollution, environmental hazards, accidents, fines, and more. In addition, stock prices have declined for five years because the company is harmful and dishonest, among other things. There have been no presentations, no experts, no questions or findings of fact from the County about medical incineration technology or the harmful impact when an accident does happen.

Stericycle did admit to several accidents - the technology is not foolproof. This is not an acceptable risk - it was not to the City of North Las Vegas, Utah, Arizona, or California. What has Stericycle done to make Storey County an acceptable location?

Mr. Digesti feels the Commission does not have enough information regarding impacts. And even if they had enough information, they believe approving the SUP is not worth sacrificing Storey County's future.

Sam Toll: Echos what Mr. Digesti has said and expressed disapproval at the Planning Commission. He is skeptical of "self-reporting" - whether mining income for taxes, or emissions from this proposed facility. His "backyard" is as far away from this facility as you can get. By approving this type of business, the bar is set for other businesses to come in with hazardous materials. With almost a dozen of these types if businesses in the County, it sets a dangerous precedent. Mr. Toll agrees with what's happening at the industrial park and is encouraged by the diversity of businesses. This kind of business does not belong near Lockwood and Rainbow Bend. Mr. Toll explained how OSHA was turned away from investigating a dangerous machine at Tesla. He encouraged the Commissioners to reject this Special Use Permit.

Philip Hilton: Has there been any environmental study/studies? Getting environmental waste in and out of the area - has there been a study of traffic impacts? I-80 corridor is prone to accidents, especially in winter. What would the impact be if there was a spill on the highway?

Vice Chairman Carmona: Thinks they said about 15 trucks per day.

Chairman McBride: Yes, 10 to 15 trucks per day. (The County) has a hazmat team and we work with Washoe County. The Fire Department is properly trained and equipped to handle any hazmat accident that would occur - whether with this company or anyone else on the I-80 corridor.

Vice Chairman Carmona: Unless there are other questions or concerns that haven't been addressed that would cause putting this off for two weeks, he is confident with answers received. Accusations have been made which he has not seen much evidence in support. He feels they have met all requirements for the heavy industrial zone agreed to 10 years ago with the Master Plan amendment. He is ready to move forward unless there are other concerns raised that have not been addressed.

Chairman McBride: Has confidence in the Planning Commission and Planning staff. He does respect the one dissenting vote on the Commission. He does not, however, see anything that would deter going forward with this.

Ms. Canfield read the Findings of Fact:

> This approval is for Special Use Permit 2020-021, a request by the applicant Stericycle, Inc., to construct and operate a medical and other special waste incinerator facility. The project has the potential to provide generation of excess power, which is considered an "electric or gas power generating plant" which is also subject to a special use permit. The subject property is located at 1655 Milan Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, a portion of Assessor's Parcel Number (APN) 005-111-73.

The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

The subject property is located within an existing industrial neighborhood in the McCarran area of Storey County. The zoning is based on the 1999 Storey County Zoning Ordinance which identifies this property as I-2 Heavy Industrial. The proposed facility is defined as a "recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes" and has an incinerator and has the potential to provide an "electric or gas power generating plant" and requires a Special Use Permit.

Granting of the Special Use Permit, with the conditions of approval listed in Section 4 of this report, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to building and fire plan review in order to ensure compliance with federal, state and other codes.

The Special Use Permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.

The conditions under the Special Use Permit do not conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial and 17.62 Special Uses.

Granting of the Special Use Permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

Granting of the Special Use Permit would not be incompatible with or detrimental to the surrounding area.

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Sesction 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, Jay Carmona, move to approve of Special Use Permit 2020-21, to construct and operate a medical and other special waste incinerator facility. The project has the potential to provide generation of excess power, which is considered and electric or gas power generating plant which is also subject to a special use permit. The subject property is located at 1655 Milan Drive, Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, a portion of Assessor's Parcel Number (APN) 005-111-73, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

19. DISCUSSION /FOR POSSIBLE ACTION: Special Use Permit 2020-026 is a request to allow for construction of a 110-foot high public service communication facility associated with the existing Storey County sewer treatment plant. The project includes a tower, equipment shelters and other associated equipment. The tower will be located on the property associated with the Storey County Wastewater Treatment Plant at 1001 Six Mile Canyon Road, Virginia City, Storey County, Nevada and being a portion of Assessor's Parcel Number (APN) 001-311-04.

Senior Planner Kathy Canfield explained this Special Use Permit is for a tower to house public service equipment at the wastewater treatment plant. This will allow for wireless communication at the plant along with providing public service for that area of town that currently has limited coverage. The Planning Commission voted 6-0 for approval and is currently in review with the Historic Commission.

Commissioner Gilman said this is something that has been needed for the health and safety of those in the area.
Public Comment: None

Ms. Canfield read the Findings of Fact:

This approval is for Special Use Permit 2020-026 to allow for construction of a 110-foot high public service communication facility associated with the existing Storey County sewer treatment plant. The project includes a tower, equipment shelters and other associated equipment. The tower will be located on the property associated with the Storey County Wastewater Treatment Plant at 1001 Six Mile Canyon Road, Virginia City, Storey County, Nevada and being a portion of Assessor's Parcel Number (APN) 001-311-04.

The Special Use Permit conforms to the 2016 Storey County Master Plan for the Public Facilities designated area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.D 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 - General Provisions, and 17.32 - Forestry Zone.

The proposed project is an accessory use to the existing Storey County sewage treatment plant, and therefore is consistent with the land acquisition requirements of Patent 27-2014-0006.

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, Jay Carmona, move to approve Special Use Permit 2020-026 to allow for construction of a 110-foot high public service communication facility associated with the existing Storey County sewer treatment plant. The project includes a tower, equipment shelters and other associated equipment. The tower will be located on the property associated with the Storey County Wastewater Treatment Plant at 1001 Six Mile Canyon Road, Virginia City, Storey County, Nevada and being a portion of Assessor's Parcel Number (APN) 001-311-04, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

18. DISCUSSION/POSSIBLE ACTION: Special Use Permit Amendment 2017-020-A1-2020 by applicant Asia Union Electronic Chemicals - Reno, Inc. (AUECC). The applicant requests an amendment to Special Use Permit (SUP) Number 217-020 to modify the language associated with Conditions of Approval C, D, S, T and BB which relate to chemical and substance inventory, outdoor loading/unloading, water/fog deluge systems, bulk product loading/unloading, filling stations, training requirements, outdoor chemical storage, security footage storage and release reporting requirements. The subject property is located at 1400 Waltham Way, APN 004-091-81, McCarran, Storey County, Nevada.

Ms. Canfield explained this is an amendment to the previously issued Special Use Permit, modifying language in 5 of 33 conditions of approval in the original Special Use Permit. At the time of approval, AUECC was an unique business and was given a very detailed review resulting in very detailed conditions of approval. AUECC has since gone to other agencies with similar review processes - some of the (County's) very detailed conditions of approval do not allow the other agencies flexibility to put in their best practices. The recommendation is to modify language to make it more flexible for AUECC to meet requirements of other agencies and the County's SUP by taking out some very specific technical language. None of this changes any safety requirements of the project. Planning Commission voted 7-0 for approval.

Danielle Knight, Environmental Health and Safety Manager at AUECC, introduced several members of the AUECC team. Ms. Knight reviewed AUECC's operations - refining chemistry to a level of ultra-pure chemicals used in semi-conductors to manufacture computer chips. The 2017 Special Use Permit was their first permit obtained. They are now ready for production and would like to revise that permit to insure it matches all other regulatory requirements and includes all stipulations needed for them to conduct business.

Ms. Knight explained changes needed to be made to the original SUP. Including the list of chemicals required to be on site for day to day operations that are not in the original SUP. Also, clarification of items to be moved by forklifts. Some highly technical items could be misconstrued to apply to all their products. They are clarifying language to differentiate what technology applies to what chemicals. The changes have been assessed by a third-party consultant.

Commissioner Gilman: This is a wonderful company - they have invested millions to move forward in the process. It's very proper to be clarifying the SUP language.
Public Comment: None

Ms. Canfield read the Findings of Fact:

This approval is for Special Use Permit Amendment 2017-020-A1-2020 by applicant Asia Union Electronic Chemicals - Reno, Inc. (AUECC). The applicant requests an amendment to Special Use Permit (SUP) Number 217-020 to modify the language associated with Conditions of Approval C, D, S, T and BB which relate to chemical and substance inventory, outdoor loading/unloading, water/fog deluge systems, bulk product loading/unloading, filling stations, training requirements, outdoor chemical storage, security footage storage and release reporting requirements. The subject property is located at 1400 Waltham Way, APN 004-091-81, McCarran, Storey County, Nevada.

The Amended Special Use Permit 2017-020-A1-2020 conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located.

Granting of the Amended Special Use Permit 2017-020-A1-2020 modifying Conditions of Approval C, D, S, T and BB, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

The Amended Special Use Permit 2017-020-A1-2020 modifying Conditions of Approval C, D, S, T and BB will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.

The conditions under the Amended Special Use Permit 2017-020-A1-2020 modifying Conditions of Approval C, D, S, T and BB do not conflict with the minimum requirements in the Storey County Zoning Ordinance.

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 5.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Jay Carmona, move to approve Special Use Permit Amendment 2017-020-A1-2020 to modify the language associated with Conditions of Approval C, D, S, T and BB which relate to chemical and substance inventory, outdoor loading/unloading, water/fog deluge systems, bulk product loading/unloading, filling stations, training requirements, outdoor chemical storage, security footage storage and release reporting requirements. The subject property is located at 1400 Waltham Way, APN 004-091-81,

McCarran, Storey County, Nevada, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3

20. DISCUSSION/ FOR POSSIBLE ACTION: First reading of Bill 118, Ordinance 20-307, text amendments to Storey County Code Title 17 Zoning Districts CR Commercial-Residential ; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.

Continued to September 15, 2020.

22. DISCUSSION/ FOR POSSIBLE ACTION: Approval of business license second readings:
A. Adelita's Tamales - Food Truck / 917 Desert Breeze Way ~ Fernley, NV
B. Denmark Commerce Park Owner's Assoc. - Non-Profit / 1485 La Briana Ave ~ Reno, NV
C. G3 Solar, LLC - Contractor / 272 W 200 N. #200 ~ Lindon, UT
D. Hammond Homes and Construction LLC - Contractor / 1780 Lattin Road ~ Fallon, NV
E. Holder Construction Group LLC - In-County Contractor / 2555 USA PKWY ~ McCarran, NV
F. QA Group, LLC - Out-of-County / 3400 E. Third Ave ~ Foster City, CA
G. Iconic Concrete LLC - Contractor / 2740 Beach River Dr ~ Reno, NV
H. Two Rivers Demolition, Inc. - Contractor/2620 Mercantile Dr. ~ Rancho Cordova, CA

County Manager Osborne: Community Development recommends approval of Items A through H.

Public Comment: None

Motion: I, Jay Carmona, motion to approve the Second Reading of Business Licenses A. through H., **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3

23. PUBLIC COMMENT (No Action) None

24. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA
The meeting was adjourned by the Chair at 12:01 PM

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09/15/2020 **Estimate of time required:** 0 min

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

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1. For possible action, approval of claims in the amount of $932,017.86

2. **Recommended motion:** Approval of claims as submitted.

3. **Prepared by: V Stephens**

   Department: Clerk/Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Please find attached the claims

5. **Supporting materials:** Attached

6. **Fiscal impact:**

   Funds Available: NA Fund: NA __NA__ Comptroller

7. **Legal review required:**

   _NA_ District Attorney

8. **Reviewed by**:

   ____ Department Head Department Name: Comptroller

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 5I

Check Register

Packet: APPKT02246 - 2020-09-04 715 PERs Payment sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	**Bank**					
405456	Public Employees Retirement	09/04/2020	EFT	0.00	38,674.39	10128

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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	2	1	0.00	38,674.39
	2	**1**	**0.00**	**38,674.39**

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	9/2020	38,674.39
			38,674.39

Check Register

Packet: APPKT02245 - 2020-09-04 PR Payment sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	**Bank**					
405456	Public Employees Retirement	09/04/2020	EFT	0.00	85,925.20	10127
300003	AFLAC	09/04/2020	Regular	0.00	1,217.08	100452
300008	AFSCME Union	09/04/2020	Regular	0.00	640.09	100453
405610	California State Disbursement Unit	09/04/2020	Regular	0.00	328.63	100454
405519	Cigna Health and Life Insurance Con	09/04/2020	Regular	0.00	132,541.72	100455
	Void	09/04/2020	Regular	0.00	0.00	100456
300001	Colonial LIfe & Accident	09/04/2020	Regular	0.00	103.38	100457
404704	DVM INSURANCE AGENCY	09/04/2020	Regular	0.00	83.86	100458
405264	FIDELITY SEC LIFE INS CO	09/04/2020	Regular	0.00	1,373.99	100459
405263	KANSAS CITY LIFE INS CO	09/04/2020	Regular	0.00	762.14	100460
300011	Nevada State Treasurer	09/04/2020	Regular	0.00	4.00	100461
103233	PUBLIC EMPLY RETIREMENT SYSTEN	09/04/2020	Regular	0.00	46.66	100462
300010	State Collection & Disbursement Un	09/04/2020	Regular	0.00	213.43	100463
300006	Storey Co Fire Fighters Assoc	09/04/2020	Regular	0.00	1,350.00	100464
404639	VOYA RETIREMENT INS	09/04/2020	Regular	0.00	8,172.50	100465
300005	Washington National Ins	09/04/2020	Regular	0.00	518.99	100466
300002	Western Insurance Specialties	09/04/2020	Regular	0.00	375.27	100467

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	31	15	0.00	147,731.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	1	0.00	85,925.20
	34	**17**	**0.00**	**233,656.94**

Approved by the Storey County Board of Commissioners:

Chairman _____ Commissioner _____ Commissioner _____

Comptroller _____ Date _____

Treasurer _____ Date _____

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	9/2020	233,656.94
			233,656.94

Vendor History Report

By Vendor Name

Posting Date Range 09/02/2020 - 09/04/2020

Payment Date Range 09/02/2020 - 09/04/2020

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
405424 - Optum Bank, Member FDIC							**10,924.67**	**0.00**	**0.00**	**0.00**	**10,924.67**	**10,924.67**
INV0012445	HSA Contributions		9/4/2020		DFT0000589	9/4/2020	10,824.67	0.00	0.00	0.00	10,824.67	10,824.67
HSA Contributions	0.00	0.00	10,824.67	001-29506-000		Insurances	8,209.67					
				020-29506-000		Rds-Ins	390.00					
				090-29506-000		Wtr-Ins	45.00					
				130-29506-000		Swr-Ins	25.00					
				230-29506-000		VCTC-Ins	345.00					
				231-29506-000		Pipers-Ins	70.00					
				250-29506-000		Fire-Ins	1,560.80					
				270-29506-000		FireMutual-Ins	179.20					
INV0012446	HSA Contributions		9/4/2020		DFT0000590	9/4/2020	100.00	0.00	0.00	0.00	100.00	100.00
HSA Contributions	0.00	0.00	100.00	001-29506-000		Insurances	100.00					
				Vendors: (1)	**Total 01 - Storey County Vendors:**		**10,924.67**	**0.00**	**0.00**	**0.00**	**10,924.67**	**10,924.67**
				Vendors: (1)	**Report Total:**		**10,924.67**	**0.00**	**0.00**	**0.00**	**10,924.67**	**10,924.67**

Payroll Check Register

Report Summary

Pay Period: 8/17/2020-8/30/2020

Packet: PRPKT00796 - 2020-09-04 Payroll sl
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	1,865.14
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	177	395,832.20
Total	**180**	**397,697.34**

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Check Register

Packet: APPKT02238 - 2020-08-28 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	Bank					
405020	ALL COMSTOCK LLC	08/28/2020	Regular	0.00	4,000.00	100331
100135	ALSCO INC	08/28/2020	Regular	0.00	289.36	100332
405957	Altitude Signal, LLC	08/28/2020	Regular	0.00	525.00	100333
403651	ARC HEALTH AND WELLNESS	08/28/2020	Regular	0.00	15,263.48	100334
404420	ARCADIA PUBLISHING INC	08/28/2020	Regular	0.00	561.33	100335
405591	Arctic Circle Enterprises, LLC	08/28/2020	Regular	0.00	902.82	100336
99663	AT&T MOBILITY II LLC	08/28/2020	Regular	0.00	124.13	100337
100073	AUTO & TRUCK ELECTRIC,INC	08/28/2020	Regular	0.00	230.00	100338
405113	AXON ENTERPRISE, INC	08/28/2020	Regular	0.00	485.00	100339
405786	B & B Collision Incorporated	08/28/2020	Regular	0.00	1,032.36	100340
405332	Battle Born Digital Media and Marke	08/28/2020	Regular	0.00	445.40	100341
403959	BENDER, DEBORAH	08/28/2020	Regular	0.00	553.00	100342
405962	Blockchains	08/28/2020	Regular	0.00	30.00	100343
404181	Board of Comissioners	08/28/2020	Regular	0.00	2,356.67	100344
404634	BRANDON, RUSSELL D	08/28/2020	Regular	0.00	60.00	100345
403671	BURRELL, SCOTT LEWIS	08/28/2020	Regular	0.00	765.00	100346
100476	BURTON'S FIRE INC	08/28/2020	Regular	0.00	314.57	100347
404500	CARSON DODGE CHRYSLER INC	08/28/2020	Regular	0.00	145.56	100348
405831	Carson Now LLC	08/28/2020	Regular	0.00	1,400.00	100349
404216	CARSON VALLEY OIL CO INC	08/28/2020	Regular	0.00	4,365.04	100350
403635	CENTRAL SANITARY SUPPLY	08/28/2020	Regular	0.00	113.97	100351
405519	Cigna Health and Life Insurance Corr	08/28/2020	Regular	0.00	22,311.08	100352
100654	CINDERLITE TRUCKING CORP	08/28/2020	Regular	0.00	207.99	100353
405963	Cleland, Jean	08/28/2020	Regular	0.00	10.00	100354
403990	COMSTOCK CEMETERY FOUNDAT	08/28/2020	Regular	0.00	24.00	100355
99652	COMSTOCK CHRONICLE (VC)	08/28/2020	Regular	0.00	595.75	100356
403887	COMSTOCK GOLD MILL LLC	08/28/2020	Regular	0.00	99.00	100357
403677	CORELOGIC INC	08/28/2020	Regular	0.00	3,014.65	100358
403825	DEUCE NINE LLC	08/28/2020	Regular	0.00	865.00	100359
404527	DOS DOGS LLC	08/28/2020	Regular	0.00	63.86	100360
404124	DRIVELINE SERVICE INC REN	08/28/2020	Regular	0.00	184.47	100361
403582	ECONOMIC DEV AUTHORITY	08/28/2020	Regular	0.00	12,500.00	100362
404547	ELLIOTT AUTO SUPPLY INC	08/28/2020	Regular	0.00	1,370.31	100363
403835	EWING IRRIGATION PRODUCTS, INC	08/28/2020	Regular	0.00	335.39	100364
405052	FALLON AUTO MALL	08/28/2020	Regular	0.00	50,866.25	100365
404509	FASTENAL COMPANY	08/28/2020	Regular	0.00	443.54	100366
101485	FERGUSON ENTERPRISES INC	08/28/2020	Regular	0.00	2,887.63	100367
403975	FERRELLGAS LP	08/28/2020	Regular	0.00	526.36	100368
405264	FIDELITY SEC LIFE INS CO	08/28/2020	Regular	0.00	251.45	100369
403963	GIURLANI, DEREK	08/28/2020	Regular	0.00	63.55	100370
101899	GRAINGER	08/28/2020	Regular	0.00	2.36	100371
103470	GREAT BASIN TERMITE & PES	08/28/2020	Regular	0.00	65.00	100372
404778	HAT, LTD	08/28/2020	Regular	0.00	5,797.68	100373
405603	Hegne, Barbara Anne	08/28/2020	Regular	0.00	66.00	100374
403040	HENRY SCHEIN	08/28/2020	Regular	0.00	9,017.80	100375
100889	HOME DEPOT CREDIT SERVICE	08/28/2020	Regular	0.00	79.94	100376
403753	HOT SPOT BROADBAND INC	08/28/2020	Regular	0.00	82.50	100377
405462	Hunt, Jason	08/28/2020	Regular	0.00	1,000.00	100378
405454	Hunt, Jennifer J.	08/28/2020	Regular	0.00	3,000.00	100379
102564	HYDRAULIC INDUSTRIAL SERV	08/28/2020	Regular	0.00	597.95	100380
100978	INTERSTATE OIL CO	08/28/2020	Regular	0.00	7,180.56	100381
100885	IRON MOUNTAIN INFO MGT IN	08/28/2020	Regular	0.00	657.00	100382
405726	iT1 Consulting, LLC	08/28/2020	Regular	0.00	3,657.50	100383
403834	IT1 SOURCE LLC	08/28/2020	Regular	0.00	5,517.36	100384

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404583	JAMES C MCLENNAN MDPC	08/28/2020	Regular	0.00	500.00	100385
103317	JBP LLC	08/28/2020	Regular	0.00	1,386.65	100386
405799	Johnson Law Practic	08/28/2020	Regular	0.00	350.00	100387
404760	JOLCOVER, SCOTT	08/28/2020	Regular	0.00	297.00	100388
405188	JORDAN, REBECCA	08/28/2020	Regular	0.00	325.00	100389
405801	K&H Printers - Lithographers, Inc	08/28/2020	Regular	0.00	638.00	100390
405263	KANSAS CITY LIFE INS CO	08/28/2020	Regular	0.00	19.71	100391
101040	L N CURTIS & SONS	08/28/2020	Regular	0.00	5,604.82	100392
404400	LERETA LLC	08/28/2020	Regular	0.00	774.74	100393
405961	Leviathan Media Group	08/28/2020	Regular	0.00	100.00	100394
404102	LIQUID BLUE EVENTS LLC	08/28/2020	Regular	0.00	2,300.00	100395
405077	MACKAY MANSION	08/28/2020	Regular	0.00	472.00	100396
405744	Mar Holdings of NV LLC	08/28/2020	Regular	0.00	38.22	100397
405307	Mckechnie, Marla J.	08/28/2020	Regular	0.00	1,842.00	100398
103126	MEDICAL PRIORITY DISPATCH	08/28/2020	Regular	0.00	85.00	100399
102857	MICHAEL HOHL MOTOR CO	08/28/2020	Regular	0.00	14.15	100400
403629	MIGAN, TAMARA	08/28/2020	Regular	0.00	24.98	100401
403096	MONARCH DIRECT LLC	08/28/2020	Regular	0.00	36.25	100402
405144	MOTOROLA SOLUTIONS INC	08/28/2020	Regular	0.00	1,065.80	100403
100471	MOUND HOUSE TRUE VALUE	08/28/2020	Regular	0.00	44.95	100404
99826	NEV SUPREME COURT OF NV	08/28/2020	Regular	0.00	8,500.00	100405
405958	O'Brien, Nikki	08/28/2020	Regular	0.00	239.92	100406
405284	Onsolve Intermediate Holding Comp	08/28/2020	Regular	0.00	2,500.00	100407
405127	O'REILLY AUTO ENTERPRISES LLC	08/28/2020	Regular	0.00	50.48	100408
405592	Outside Television, Inc.	08/28/2020	Regular	0.00	350.00	100409
403398	OWENS EQUIPMENT SALES	08/28/2020	Regular	0.00	180.15	100410
103486	PAPE MACHINERY	08/28/2020	Regular	0.00	163.63	100411
403371	PEDLEY KNOWLES & COMPANY	08/28/2020	Regular	0.00	435.50	100412
405959	Peterson, Kerry	08/28/2020	Regular	0.00	712.92	100413
403895	PETRINI, ANGELO D	08/28/2020	Regular	0.00	157.50	100414
405256	PIPER'S OPERA HOUSE	08/28/2020	Regular	0.00	76.00	100415
404134	RAPID SPACE LLC	08/28/2020	Regular	0.00	567.58	100416
402937	RAY MORGAN CO INC (CA)	08/28/2020	Regular	0.00	723.03	100417
404863	REFUSE, INC	08/28/2020	Regular	0.00	486.44	100418
101520	RENO PAINT MART	08/28/2020	Regular	0.00	550.08	100419
103063	RESERVE ACCOUNT	08/28/2020	Regular	0.00	100.00	100420
103241	SBC GLOBAL SERVICES IN LD	08/28/2020	Regular	0.00	37.36	100421
101210	SBC GLOBAL SERVICES INC	08/28/2020	Regular	0.00	3,844.95	100422
405081	SHERMARK DISTRIBUTORS INC	08/28/2020	Regular	0.00	378.00	100423
404187	SHOAF, BRIAN ALLEN	08/28/2020	Regular	0.00	36.00	100424
102462	SIERRA ENVIRONMENTAL MONITOR	08/28/2020	Regular	0.00	786.00	100425
101630	SIERRA PACIFIC POWER CO	08/28/2020	Regular	0.00	12,209.34	100426
	Void	08/28/2020	Regular	0.00	0.00	100427
405960	Skigin, Cheryl	08/28/2020	Regular	0.00	8.37	100428
100732	SMITH POWER PRODUCTS INC	08/28/2020	Regular	0.00	197.16	100429
405787	Smith Valley Equipment Co., Inc.	08/28/2020	Regular	0.00	159.95	100430
404195	SOUTHERN GLAZERS WINE & S	08/28/2020	Regular	0.00	843.40	100431
101717	ST CO SCHOOL DISTRICT	08/28/2020	Regular	0.00	1,574.87	100432
405475	Staples Contract & Commercial, Inc	08/28/2020	Regular	0.00	1,078.68	100433
404871	STAR2STAR COMMUNICATIONS, LL(	08/28/2020	Regular	0.00	2,458.07	100434
405654	Stark, Jennifer	08/28/2020	Regular	0.00	754.86	100435
403892	SUN PEAK ENTERPRISES	08/28/2020	Regular	0.00	860.00	100436
404892	SUNBELT PUBLICATIONS, INC	08/28/2020	Regular	0.00	383.98	100437
404675	SUPERIOR POOL PRODUCTS	08/28/2020	Regular	0.00	177.70	100438
405244	SUTTON HAGUE LAW CORP	08/28/2020	Regular	0.00	1,235.00	100439
405904	Tatro, John J.	08/28/2020	Regular	0.00	350.00	100440
405124	TERRY, SHIRLEY	08/28/2020	Regular	0.00	768.00	100441
405185	THATCHER COMPANY	08/28/2020	Regular	0.00	1,396.31	100442
101786	THERMATEMP	08/28/2020	Regular	0.00	180.00	100443
404030	TIJSSELING, DICK G	08/28/2020	Regular	0.00	300.00	100444
404454	TITAN CONSTR SUPPLY,INC	08/28/2020	Regular	0.00	12.22	100445

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101845	US POSTOFFICE (VC)	08/28/2020	Regular	0.00	240.00	100446
405735	VC Tours LLC	08/28/2020	Regular	0.00	506.00	100447
403894	VIRGINIA & TRUCKEE RR CO, INC.	08/28/2020	Regular	0.00	1,158.00	100448
402820	WALKER & ASSOCIATES	08/28/2020	Regular	0.00	2,083.00	100449
101890	WASHOE CO CORONER	08/28/2020	Regular	0.00	3,374.60	100450
103080	WATERS SEPTIC TANK SV DBA	08/28/2020	Regular	0.00	740.00	100451
404295	WELLS ONE COMMERCIAL CARD	08/28/2020	Bank Draft	0.00	13,915.58	DFT0000587

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	120	0.00	237,148.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	21	1	0.00	13,915.58
EFT's	0	0	0.00	0.00
	230	**122**	**0.00**	**251,064.52**

Approved by the Storey County Board of Commissioners:

Chairman _____ Commissioner _____ Commissioner _____

Comptroller _____ Date _____

Treasurer _____ Date _____

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09-15-2020 **Estimate of time required:** 0 - 5

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

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

2. **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

3. **Prepared by:** Ashley Mead

   Department: Community Development **Telephone:** 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.

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

6. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   __X__ Department Head Department Name: Community Development

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 5 II

Storey County Community Development

110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

September 8, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 15, 2020** COMMISSIONERS Consent Agenda:

LICENSING BOARD
FIRST READINGS:

A. **Automation Tool Company** – Out of County / 101 Mill Dr. ~ Cookeville, TN
B. **Delta Gift Shop** – General / 22 S. C St. ~ Virginia City, NV
C. **Diamond Concrete Cutting, LLC** – Contractor / 100 Menezes Way ~ Lockwood, NV
D. **Linqm, Inc.** – Out of County / 26391 Crown Valley Pkwy Ste. 240 ~ Mission Viejo, CA
E. **SNK Electric LLC** – Contractor / 4227 Pheasant Dr. ~ Carson City, NV
F. **Can Lines Engineering, Inc.** – Contractor / 9839 Downey Norwalk Rd. ~ Downey, CA

Ec: Community Development
Commissioner's Office
Planning Department
Comptroller's Office
Sheriff's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: September 15, 2020 **Estimate of time required:** 30 minutes

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

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1. **Title: PUBLIC HEARING:** (No action will be taken) Convene public hearing to consider proposed modifications of the service plan for the TRI GID which include authorization to incur debt, authorization to operate and maintain the facilities of the TRI GID by the staff of the TRI GID and other matters properly related thereto.
2.
3. **Recommended motion:** No motion required.

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** See attached

6. **Supporting materials:** Existing service plan for TRI GID approved June 5, 2001; Proposed modified service plan. TRI GID water and sewer rules.

7. **Fiscal impact:**

Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

__X__ 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. 9

STAFF SUMMARY

NRS Chapter 308 is titled the Special District Control Law. NRS 308.010(3) sets out the purpose of the law as : "It is the purpose of the Special District Control Law to prevent unnecessary proliferation and fragmentation of local government, to encourage the extension of existing districts rather than the creation of new districts and to avoid excessive diffusion of local tax sources." In order to accomplish this purpose the proponents of the creation of a general improvement district are required to file a service plan with the County. NRS 308.030 sets out the requirements of the service plan as follows:

NRS 308.030 Filing of service plan.

1. Any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners of each county which has territory included within the boundaries of the proposed district. The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how the proposed services are to be provided and financed.

(b) Include a map of the proposed district boundaries, an estimate of the population and assessed valuation of the proposed district.

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided by the district, an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district.

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services between the proposed special district and such city or town. The form of any such contract to be used, if available, shall be attached to the service plan.

Ê If a board of county commissioners initiates the formation of a special district, it shall prepare such a service plan as an appendix to its initiating resolution.

2. Except where the formation of a district is initiated by a board of county commissioners, each service plan filed shall be accompanied by a processing fee set by the board of county commissioners not to exceed $200 which shall be deposited in the county general fund. Such processing fee shall be sufficient to cover the costs related to the hearing prescribed by NRS 308.070, including the costs of notice, publication and recording of testimony.

In considering the service plan it can be disapproved for any of the following reasons as set forth in NRS 308.060 which are:

NRS 308.060 Criteria for disapproval of service plan.

1. Each such board of county commissioners may disapprove the service plan of a proposed special district upon satisfactory evidence that:

(a) There is insufficient existing and projected need for organized service in the area to be serviced by the proposed district;

(b) The existing service in the area to be served by the proposed district is adequate for present and projected needs;

(c) Adequate service is, or will be, available to the area through municipal

annexation by other existing municipal or quasi-municipal corporations within a reasonable time and on a comparable basis;

(d) The proposed special district is incapable of providing economic and sufficient service to the area within its proposed boundaries;

(e) The area to be included in the proposed district does not have or will not have the financial ability to discharge the proposed indebtedness, other securities, or other obligations to be incurred on a reasonable basis;

(f) The facility and service standards of the proposed district are incompatible with the facility and service standards of adjacent municipalities and special districts; or

(g) The proposed district is being formed for the primary purpose of financing the cost of developing private property.

2. Each such board of county commissioners may conditionally approve the service plan of a proposed district upon satisfactory evidence that it does not contravene any of the criteria enumerated in subsection 1. Final approval shall be contingent upon modification of the service plan to include such changes or additional information as shall be specifically stated in the findings of the board of county commissioners.

3. The findings of the board of county commissioners shall be based solely upon the service plan and evidence presented at the hearing by the petitioners, the planning commission and any interested party.

NRS 308.080(3) addresses modifications to existing service plans and provides as follows:

3. After the organization of a special district pursuant to the provisions of chapter 318 of NRS, material modifications of the service plan as originally approved may be made by the board of such special district only by petition to and approval by the board of county commissioners of each county in which the district is located in substantially the same manner as is provided for the approval of an original service plan, except that the processing fee for such modification procedure shall not exceed $100. Such modifications are required only with regard to changes of a basic or essential nature and are not required for changes of a mechanical type necessary only for the execution of the original service plan.

The TRI GID is now before the Board proposing a material modification to its existing service plan. In order to do so the Board is required to hold a public hearing on the proposed modifications. On August 18, 2020, the Board set the date for a public hearing on a proposed modification of the service plan for the TRI GID for September 15, 2020. On that date, the Board is required to convene a public hearing at which the Board must allow interested parties, as defined in NRS 308.070 an opportunity to be heard under such rules of procedure as may be established by the board of county commissioners. NRS 308.070(5) In relevant part "interested parties" are defined as "residents and property owners within the proposed district". NRS 308.070(3). The Board is also authorized to receive information from the petitioners requesting the modification and from a representative of the planning commission. NRS 308.060(3). Any testimony or evidence which in the discretion of the board of county commissioners is relevant to the formation of the proposed district shall be considered. NRS 308.070(5). The Planning Commission has previously considered the proposed modifications of the service plan and is required to send a representative of the planning commission to the Board to report its recommendation. NRS 308.070(4). Planning Commissioner Jim Hindle has been chosen as the representative of the planning commission to report its recommendation.

The TRI GID is currently operating under a service plan approved on June 5, 2001. That

service plan is attached. The TRI GID is proposing to modify its service plan by updating various provisions of the 2001 service plan. The most significant changes proposed to the service plan are that the TRI GID will be authorized to incur debt and that it will operate and maintain its facilities with its own personnel rather than through a contract with TRI Water and Sewer Company. In deciding how to respond to the request to modify the service plan the Board should consider purpose of the Special District Control Law, the required components of a service plan as set out above in NRS 308.030 and the criteria for disapproval of a service plan set out above in NRS 308.060.

TRI GENERAL IMPROVEMENT DISTRICT

SERVICE PLAN

FOR WATER AND SEWER SERVICE

(Modified, Revised and Approved as of June 5, 2001)

TRI GENERAL IMPROVEMENT DISTRICT SERVICE PLAN FOR WATER AND SEWER SERVICE

I INTRODUCTION

This modified Service Plan ("Plan") has been prepared pursuant to NRS Chapter 308, the Special District Control Law. It provides for the basic powers of water service and sanitary sewer service to the TRI General Improvement District ("TRIGID" or the "District"), which encompasses a tract of land ("service area") known generally as the Tahoe-Reno Industrial Center, including also the Patrick Business Park, the Western 102 Ranch and the Storey County portion of the McCarran Ranch (all collectively referred to as "TRI Center"). All portions of the service area are located in Storey County, Nevada. Maps and legal descriptions of the service area are contained in Attachment "A" of the Appendix to this Plan.

TRI Center is an area of mostly undeveloped land planned by the Storey County Master Plan to be a large industrial business park located in the northern portion of the County, which requires water and sewer service.

General improvement districts are authorized under state law, NRS Chapter 318, to supply electric, natural gas, water and sanitary sewerage facilities (among other allowed basic powers) to customers, and Storey County must approve a service plan, and modifications, pursuant to NRS Chapter 308.

TRIGID was formed on February 1, 2000, pursuant to Ordinance #164 passed by the Board of County Commissioners of Storey County ("BCC"), in order to furnish the two basic powers of electric power and light facilities and space heating facilities. On the same date the service plan for TRIGID was approved by passage of Resolution 00-50.

On August 1, 2000, Resolution 00-85 was approved, modifying the TRIGID service plan to add water and sewer service. On August 8, 2001 Ordinance #171 was passed to add the basic powers of water and sewer service.

On June 5, 2001, Ordinance #176 was passed, dissolving and terminating the basic powers of furnishing electric power and natural gas (space heating) facilities pursuant to NRS 318.490-510. The ordinance also approved the expansion of service area to include the Western 102 Ranch and the Patrick Business Park. On the same date Resolution 01-97 was approved, modifying the service plan to delete electric and natural gas facilities and to add service territory. Therefore, the remaining services and facilities of TRIGID described in this Plan are for water and sanitary sewer only. Since TRIGID did not commence operation until May, 2001, it never began the provision of gas or electric services.

Prior to May, 2001 water and sewer service in the service area for Tahoe-Reno Industrial Center was supplied by a private company, TRI Water And Sewer Company, a Delaware corporation, controlled by the master developer, Tahoe-Reno Industrial Center, LLC. A water tank, wells and water distribution lines, as well as sewer distribution lines and temporary sewer disposal systems were constructed to serve the small number of existing industrial customers at that time. All designs and

facilities were approved and permitted by the Nevada Environmental Protection Agency pursuant to state law. TRIGID took over these existing water and sewer facilities and services in May, 2001, although TRI Water And Sewer Company remains active in operating the water and sewer facilities for TRIGID as the "Operating Company".

A general improvement district offers the most economical and functional method of providing water and sewer services to the service area. This Plan helps to demonstrate that public convenience and necessity require the creation of the District; the Plan is economically sound and feasible and conforms to all requirements of law; and does not contravene any of the criteria of NRS 308.060.

II ESTABLISHMENT OF OPERATING PROCEDURES

Pursuant to NRS 318.080, after a formation ordinance is adopted, and prior to appointing the first Board of Trustees, the BCC is considered the ex officio Board of Trustees for the District. In that regard, the BCC was required by NRS 318.080 to establish accounting practices and procedures for the District, auditing practices and procedures to be used by the District, a budget for the District, and management standards for the District. The BCC also was required under the same statute to appoint the first Board of Trustees (the "Trustees"). On December 19, 2000 the BCC performed these tasks. Thereafter, the Trustees have governed the District and initiated water and sewer service.

III CONTRACTS WITH OPERATING COMPANY AND GENERAL OPERATING PLAN

Prior to commencement of water and sewer service by TRIGID, Tahoe-Reno Industrial Center, LLC, as the master developer of TRI Center, had the responsibility to construct and dedicate water and sewer utility facilities. The developer will continue to carry out this mission. On March 7, 2001 the Trustees entered into an Operating Agreement with TRI Water And Sewer Company. In doing so, the Trustees have retained the services of a qualified operating company to oversee and supervise all District activities, and to actually operate and maintain District facilities and services. This arrangement assures delivery of high quality, state-of-the-art services in the areas of engineering, design, planning, construction, operation and maintenance of the systems and customer service activities.

The Operating Company is responsible for supervising construction of all infrastructure by developers based on state, county and district-approved design specifications. TRIGID shall have no liability or responsibility to finance costs. The Operating Company assumes this obligation, if necessary. The Operating Company subsidizes other costs and expenses of the District until revenues create positive cash flow.

The rules, rates and regulations of water and sewer service (the "Rules") approved by the Trustees, which are currently in effect in the service area, are attached in Appendix "B-1" and "B-2", respectively. The Rules establish rates, fees, charges and service connection provisions, which the Operating Company administers and enforces. Connection fees are charged, as specified in Appendix "B-1" and "B-2", for water and sewer service. These fees are designed to create funding and reserves

for infrastructure maintenance, repair and replacement and when sufficient funds from connection fees have been accumulated, in the discretion of the Trustees, the District may construct some facilities for new development or provide reimbursement for developer extensions from connection fee revenues.

The primary intent and foremost goal of the District is to provide safe, reliable water and sewer service below the comparable retail rates of other providers in Northern Nevada. Lower bills and increased service levels provide a major incentive for many industrial businesses to locate facilities in Storey County at the Tahoe-Reno Industrial Center.

By contracting for design, construction, maintenance and operation of District facilities and services, it is not necessary for the District to hire employees or have immediate expertise to operate a utility company. The District can rely on the Operating Company to supervise the construction and dedication by developers of facilities and to operate and maintain facilities and services. The District owns or leases all facilities and water rights necessary to provide services to customers.

Through the contract with the Operating Company, District charges and fees for all customers of the District pay for District services provided, based on District rates approved by the Trustees. The District has its own legal counsel, and the District collects its own revenues, thereby avoiding any burden on the Storey County District Attorney or Storey County Treasurer's office.

The projections of future needs of the District are based on development proposals and assumptions contained in the Storey County Master Plan, Storey County Zoning Ordinance, Development Agreement for Tahoe-Reno Industrial Center, Tahoe-Reno Industrial Center CC&Rs, and Tahoe-Reno Industrial Center Fiscal Impact Analysis ("Fiscal Analysis"). Growth projections in these documents form the assumptions for demand, construction costs, District budget projections, and operating expenses contained in this Plan as Attachment "E".

The Nevada Environmental Protection Agency ("NEPA") is required by state statute and Nevada Administrative Code, NAC 445A, to regulate, approve and permit the design, construction and operation of water and sewer facilities in community systems like those to be operated under this Plan by TRIGID. The specifications and requirements for design and operation of water and sewer systems are provided in detail in NAC 445A and the industry standards incorporated in those regulations, and are incorporated into this Plan by reference.

Water rights for water service in the community water system come from groundwater permits issued by the Nevada State Engineer. These permits currently comprise approximately 3,000 acre feet of groundwater currently owned by TRIGID which can be pumped from well fields within the service area and used for new growth as it occurs. These water rights are described in Appendix "B-3". Permit applications are also on file with the Nevada State Engineer for storage and use of effluent from TRIGID's sewer plant for nonpotable uses (e.g., irrigation and industrial applications).

Additional water rights will be needed for full buildout in the service area. Truckee River water rights or additional groundwater rights may be acquired for use, subject to Nevada State Engineer approval. Moreover, future water resources studies and investigation may conclude that the water basin in which the service territory is located has a perennial yield sufficient to allow additional water rights permits to be granted by the State Engineer for use in the service area.

IV PLAN COMPONENTS REQUIRED BY NRS 308.030

1. Financial Survey (NRS 308.030(1)(a)). Since the District will not issue bonds or otherwise finance the construction of infrastructure, the financing components of a financial survey are not applicable. Either the Operating Company or developers will construct and dedicate capital infrastructure to the District, unless the District can construct all or part of the facilities from ongoing revenues. Budget forecasts showing projected revenues and expenditures are included as part of Attachment "E" to the Appendix.

2. Preliminary Engineering Survey And Architectural Survey (NRS 308.030(1)(a)). Preliminary engineering survey information is attached as Attachment "C" to the Appendix. The description of facilities to be constructed, including engineering specifications, and information on water and sewer facilities design is either included in Attachment C or specified in NAC 445A.

3. Map Of Service Area/Population Information/Assessed Valuation (NRS 308.030(1)(b). The maps of the service area are part of Attachment "C" to the Appendix. The service area is the existing TRIGID territory. The service area also includes the Storey County portion of the McCarran Ranch, the Patrick Business Park and the Western 102 Ranch.

Since the District customers will be owners and occupants of the TRI Center, there will be only a few residential service connections (watchmen/security personnel and families, as well as possible future residences on large parcels on forestry-zoned or agricultural-zoned land). Thousands of employees, workers, and visitors will use services of the District, however, as part of the daily business center activities and uses. A projection of future population is included in Attachment "D".

A list of assessed valuations of District property as of December, 1999, and the estimates of assessed valuation of real property at future stages of development within the District from the Fiscal Analysis, are included in Attachment "D" of the Appendix.

4. Facilities To Be Constructed (NRS 308.030(1)(c)). Developers supervised by the Operating Company will construct and dedicate to TRIGID the capital improvements for providing water and sewer services for the service area as necessary. The District, through the Operating Company, shall approve design of all capital improvements. NEPA and Storey County must also approve and permit facilities prior to construction. As stated above, there shall be no bonding or other debt financing for which the District is liable. Therefore there will be no interest rates for financing to charge back to District customers.

Each component of the Capital Improvement Program which is part of the Development Agreement assumes the District will provide the related water and sewer service directly. Capital improvements constructed by others will be dedicated to the District, and the capital improvements will become the property of the District. The District may construct buildings for its use or lease buildings in lieu of construction.

District water and sewer lines construction will be expeditiously handled for all customers within the service territory. Construction of distribution facilities will be started based upon requests for service from customers and development planning, and designed in accordance with state and District-approved standards. Water storage tanks and sewer treatment facilities will need to be built in advance. This advance construction will allow for more timely development of the service territory of TRIGID.

Water System - Well site locations have been located and exploratory holes drilled. Test holes have been tested for volume production and water quality. Pressure zones have been established and future storage tank sites for those zones have been located. Water distribution lines will be in street right-of-ways in developed areas, and the general location of these right-of-ways has been established. Storage tanks and distribution lines have been preliminarily sized to meet demand in each pressure zone. The water system currently serves ±200 acres of the first phase of development.

Sewer System - On an interim basis, septic tanks and leech fields have disposed of the small amounts of sewerage currently generated in the service area. A sewage treatment plant is under construction based on approved plans submitted to NEPA for review and permitting. After the treatment plant commences operation in 2001, the interim septic tanks will be properly abandoned.

The treatment plant will initially have a capacity of .35MGD and will be expanded as development occurs to a maximum capacity of 1.3 MGD. Interceptor and collector lines will be sized to handle full buildout capacities.

No effluent will be discharged to the Truckee River. An effluent reservoir has been constructed within the service area to store effluent during the nonirrigation season. Effluent will be used for landscaping irrigation and industrial applications (e.g., washing, cooling) on industrial properties, and will be a water resource which is managed and provided to TRIGID customers. Most developments in Tahoe-Reno Industrial Center are required to install nonpotable water lines for effluent use. One or more golf courses may use effluent, as well as parks and other greenbelt areas.

5. Standards Of Construction (NRS 308.030(1)(c)). Standards of construction for all facilities in the District will meet or exceed industry norms, specifically the standards provided in Nevada Administrative Code Chapter 445A.

In addition, the Development Handbook (Exhibit "C" to the Development Agreement) and the TRI Center CC&Rs describe and regulate the construction, design and installation of water and sewer facilities. The construction standards in those documents incorporate national standards such as uniform and international codes, the Standard Specifications For Public Works Construction, and the Public Works Design Manual (see, Article IV of Development Handbook).

6. Services To Be Provided By District (NRS 308.030(1)(c)) - To the extent possible, TRIGID contracts for services with others, including the Operating Company. Contractors for the District provide the following services to customers in the service area:

- Design, operate and maintain the water and sewer community systems;
- Meter reading for water meters (potable and nonpotable);
- Billing and remittance processing for water and sewer;
- Funding for some capital improvements for the water and sewer system extensions;
- Rate schedules, line extension rules, credit and rights-of-way policies; and
- Production, treatment and supply of water resources.

District water and sewer operations functions include the necessary design, operations, maintenance, and customer care services to support delivery of high quality services. The District utilizes on-site distribution design services, including state-of-the-art design and material specifications. It performs all routine and emergency operations and maintenance on all of its transmission, production, storage and distribution facilities.

In support of these functions, the District will specify, procure, and maintain a local inventory of the necessary materials. The District provides for billing and customer care systems and services, handles all meter reading and field service activities, and provides monthly bills to its customers.

Engineering and Design Details

a. Supervise system design standards;

b. Develop material and equipment specifications;

c. Analyze the complete utility system to improve reliability of performance;

d. Design corrective action to improve reliability;

e. Procure all operating material and equipment;

f. Develop line extension rules and rights-of-way policies; and

g. Provide engineering and technical services as required to support operation and maintenance of the systems, including betterment and reliability analysis, surveillance, testing, calibrations, and diagnostic analysis.

Operations, Construction and Maintenance Details

a. Implement system operating standards;

b. Perform routine and emergency operations and maintenance of utility systems, including routine preventive maintenance, testing, patrols, replacement and inspection of the systems, and line clearing;

c. Establish customer trouble response coverage;

d. Implement field trouble order system;

e. Implement system construction standards;

f. Procure vehicles and tools;

g. Implement construction and maintenance work methods;

h Implement safety rules;

i. Implement system maintenance standards;

j. Implement maintenance scheduling system; and

k. Implement system automation capabilities in the areas of:

System analysis;
Equipment selection and installation;
Control systems;
Automated systems;
Remote monitoring; and
Other services as desired.

Administration and Customer Services Details

a. Read all meters on a regular scheduled basis;

b. Provide and implement a customer information and billing system;

c. Provide line item billing for rate schedules, fees, and other related charges;

d. Calculate and prepare all billings;

e. Provide bill mailing and remittance processing;

f. Design all system tariffs including rules and rates;

g. Implement credit and collection policies and procedures;

h. Implement a field service order system;

i. Implement meter reading system;

j. Implement meter records, test, and inventory systems;

k. Establish offices for walk-in customer communications as required;

l. Manage meter access issues; and

m. Maintain customer records (e.g., name, billing address, phone number, usage and payment history).

7. Estimate Of Costs (NRS 308.030(1)(c)). The estimated costs as of February, 2000 of facility construction are summarized on Attachment "E" and include the cost of engineering services and legal services. There will be no cost of acquiring land since the title to real property and easements required will be acquired from developers through the Operating Company and dedicated without charge to the District.

8. No Proposed Indebtedness (NRS 308.030(1)(c)) Since the District will have no debt financing, information relating to interest, discounts, bonds and securities is not applicable.

9. Annual Operation, Maintenance And Other Expenses (NRS 308.030(1)(c)). The total estimated annual expenses of operating the District through the contracts with the Operating Company and others, and other major expenses are summarized in Attachment "E" of the Appendix.

10. No Contracts With Cities Or Towns (NRS 308.030(1)(d). Since there are no cities or towns in the District, there are no proposed arrangements or agreements for the performance of services with a city or town.

There are no adjacent municipalities and special districts to the District which provide water or sewer service, except "TCID" for irrigation water only. TCID provides no actual community water service to the industrially-zoned District service area and has no facilities anywhere near the industrially-zoned portion of the service area to do so. Should interconnection between TCID and District facilities be necessary or advisable, all facilities will be designed, and service standards created, to be compatible.

V CONCLUSION

TRIGID water and sewer service operations and construction provides significant benefits to the customers of the District, including:

- High levels of customer service performance and emergency response over the term of customer's contracts;

- Ensured compliance with all state and local requirements for safe work practices and work area protection while completing work efficiently.

- Water and sewer rates within the District targeted to be below the retail market outside the District.

APPENDIX

A . . . . . Legal Descriptions

B-1 . . . . . Rules, Regulations And Rates For Water Service
B-2 . . . . . Rules, Regulations And Rates For Sewer Service
B-3 . . . . . Water Rights

C . . . . . Maps Showing Preliminary Engineering

D . . . . . Population Information, Assessed Valuation Estimate

E . . . . . Revenue, Maintenance Cost and Construction Cost Estimates

TRI GENERAL IMPROVEMENT DISTRICT

SERVICE PLAN

FOR WATER AND SEWER SERVICE

(Modified, Revised and Approved as of _____, 2020)

TRI GENERAL IMPROVEMENT DISTRICT SERVICE PLAN FOR WATER AND SEWER SERVICE

I INTRODUCTION

This modified Service Plan ("Service Plan") has been prepared pursuant to NRS Chapter 308, the Special District Control Law. Pursuant to NRS on 308.080(3) the Board of Trustees of TRI General Improvement District approved this Service Plan by Resolution on August 24, 2020 and petitioned the Storey County Board of County Commissioners to approve it. After the public hearing required by NRS 308.070, the Storey County Board of County Commissioners approved this Service Plan on September 15, 2020 pursuant to Resolution _____.

This Service Plan describes the current and future plan for water service and sanitary sewer service, which are the basic powers of TRI General Improvement District ("TRIGID" or the "District") approved by the county and authorized by NRS Chapter 318. The service territory of TRIGID encompasses a tract of land ("service area") known generally as the Tahoe-Reno Industrial Center, including also the Patrick Business Park, the Western 102 Ranch and the Storey County portion of the McCarran Ranch (all collectively referred to as "TRI Center"). All portions of the service area are located in Storey County, Nevada ("County"). Maps and a legal description of the entire service area and the developable portion of the service area for which water and sewer service are planned are shown in Attachments "A-1" and "A-2" of the Appendix to this Service Plan, respectively.

TRI Center is an area of partially developed land planned by the Storey County Master Plan to be a large industrial business park located in the northern portion of the County, which requires water and sewer service. The developable portion of TRI Center is zoned for industrial and commercial uses (see Attachment "A-2").

General improvement districts are authorized under state law, NRS Chapter 318, to supply water and sanitary sewerage facilities (among other allowed basic powers) to customers. Storey County must approve a service plan, and material modifications thereof, pursuant to NRS Chapter 308. As stated below, on June 5, 2001 the Storey County Board of County Commissioners ("BCC") approved an amended Service Plan for TRIGID ("2001 Service Plan"). This Service Plan is a material modification of the 2001 Service Plan authorized by NRS 308.080(3). It amends, modifies and restates the 2001 Service Plan, which is superseded in its entirety by this Service Plan.

A general improvement district offers an economical and functional method of providing water and sewer services to the service area. This Service Plan demonstrates the public convenience and necessity requiring the creation and continuation of the District. This Service Plan is economically

sound and feasible, conforms to all requirements of law, and does not contravene any of the criteria of NRS 308.060.

II HISTORICAL BACKGROUND

TRIGID was formed on February 1, 2000, pursuant to Ordinance #164 passed by the BCC, in order to furnish the two basic powers of electric power and natural gas facilities. On the same date a service plan for TRIGID was approved by passage of Resolution 00-50.

On February 1, 2000 a Development Agreement was entered into between Storey County, Tahoe-Reno Industrial Center, LLC and DP Operating Partnership, L.P. ("Development Agreement"). The Development Agreement contains provisions for infrastructure construction and utility services, including water and sewer service now provided by TRIGID.

On August 1, 2000, Resolution 00-85 was approved, modifying the TRIGID service plan to add water and sewer service. On August 8, 2001 Ordinance #171 was passed to add the basic powers of water and sewer service.

On June 5, 2001, Ordinance #176 was passed, dissolving and terminating the basic powers of furnishing electric power and natural gas (space heating) facilities pursuant to NRS 318.490-510. The ordinance also approved the expansion of service area to include the Western 102 Ranch and the Patrick Business Park. On the same date Resolution 01-97 was approved, modifying the service plan to delete electric power and natural gas facilities and to add the above-referenced additional service territory for water and sewer service. Thereafter, the remaining services and facilities of TRIGID described in the 2001 Service Plan have been for water and sanitary sewer only. Since TRIGID did not commence operation until May 2001, it never provided gas or electric services.

Prior to May 2001 water and sewer service in the service area for TRI Center was supplied by a private company, TRI Water And Sewer Company, a Delaware corporation, controlled by the master developer, Tahoe-Reno Industrial Center, LLC, ("Master Developer"). A water tank, wells and water distribution lines, as well as sewer distribution lines and temporary sewer disposal systems were constructed to serve the small number of existing industrial customers at that time. All designs and facilities were approved and permitted by the Nevada Division of Environmental Protection ("NDEP") pursuant to state law. TRIGID took over these existing water and sewer facilities and services in May 2001, although TRI Water And Sewer Company remained active in operating the water and sewer facilities for TRIGID as the "Operating Company".

Pursuant to NRS 318.080, after the formation ordinance was adopted, and prior to appointing the first Board of Trustees, the BCC was considered the ex officio Board of Trustees for the District. In that capacity, the BCC was required by NRS 318.080 to establish accounting practices and

procedures for the District, auditing practices and procedures to be used by the District, a budget for the District, and management standards for the District. The BCC also was required under the same statute to appoint the first Board of Trustees (the "Trustees"). On December 19, 2000 the BCC performed these tasks. Thereafter, the elected Trustees have governed the District.

Since June 2001, the water and sewer facilities of TRIGID have grown dramatically as areas of TRI Center have developed. Industrial and commercial facilities on approximately 3,000 acres have been built in TRI Center. While the TRIGID service area is over 85,000 acres, the developable portion in TRI Center is estimated to be approximately 8,191 acres. The remaining land is constrained by mountainous topography and not generally anticipated to require water and sewer service by TRIGID (see Attachments "A-1" and "A-2" of the Appendix).

III CURRENT FACILITIES

Over the last 19 years, the Master Developer has built and dedicated to TRIGID fully-functional community water and sewer systems. The water system uses groundwater to supply domestic and irrigation water service. As of July 1, 2020, there are seven commercial wells providing water production, including an Arsenic Treatment Plant. Two more wells are under construction. One will be operational by December 2020 and the final well is scheduled to be operational by December 2021. TRIGID currently operates four water zones, with storage tanks, distribution lines and pump stations, to provide domestic and fire flow capacity.

Water, sewer and reclaimed water lines are installed under almost all streets. The reclaimed water lines are currently dry, but some may be used when the process water system described below is completed. Pump stations boost water and sewage as necessary to operate the system.

The TRIGID wastewater treatment plant ("WWTP") is located on Britain Drive. It currently processes an average of about 700,000 gallons per day of domestic sewage and industrial discharge, with a total capacity of 1.2 million gallons. The WWTP was designed to be sufficient for full buildout of TRI Center, although total capacity required for full buildout of TRI Center can only be estimated at this time. Effluent from the WWTP is pumped into the TRIGID reclaimed water storage reservoir ("Reservoir"). The Reservoir currently has sufficient capacity for existing needs and an expansion is currently under construction as part of the future process water system. No effluent will be discharged into the Truckee River.

NDEP establishes regulations and procedures for TRIGID's water and sewer facilities. NDEP permits are required to build and operate the systems. Farr West Engineering is the District Engineer. TRIGID has hired certified operations personnel in order to bring operations and maintenance responsibilities in house, while continuing to meet state operating standards.

Attachment "A-3" of the Appendix includes 3 maps showing the existing water, sewer and reclaimed water facilities of TRIGID, and some future facilities.

IV CONTRACT WITH OPERATING COMPANY AND GENERAL OPERATING PLAN

Prior to commencement of water and sewer service by TRIGID, Tahoe-Reno Industrial Center, LLC, as the Master Developer of TRI Center, had the responsibility to construct and dedicate, at no charge to TRIGID, water and sewer utility facilities. The Master Developer has continued to carry out this mission. On March 7, 2001 the Trustees entered into an Operating Agreement with TRI Water And Sewer Company ("Operating Company"), a Master Developer-controlled entity. In doing so, the Trustees retained the services of an operating company to oversee and supervise all District activities, and to actually operate and maintain District facilities and services. This arrangement assured delivery of services in the areas of engineering, design, planning, construction, operation and maintenance of the systems and customer service activities for nearly 20 years. Historically, the Operating Company subsidized operating costs and expenses of the District until revenues created positive cash flow. In recent years revenues have exceeded expenses and are expected to continue to do so.

In July 2019, the District hired its first employee and now has a full-time staff of four employees. Effective June 30, 2020, the Operating Agreement between the Operating Company and TRIGID was terminated. Effective July 1, 2020, the District is performing all financial, management, and operational responsibilities independent of the Operating Company. TRIGID staff includes certified operations personnel and a licensed professional engineer. The hiring of TRIGID staff and the termination of the Operating Agreement effectively ends the phase of TRIGID operation by a Master Developer-controlled entity. Along with the phasing out of the Operating Company, the BCC may elect to assume governance of the District as ex officio trustees pursuant to NRS 318.0953. The District owns all facilities and water rights necessary to provide services to customers. The District has its own legal counsel, collects its own revenues, and has no debt, thereby avoiding any burden on the Storey County District Attorney, Storey County Treasurer's office or other County departments.

The rules, rates and regulations for water and sewer service (the "Rules") approved by the Trustees, which are currently in effect in the service area, are attached to the Appendix as Attachments "B-1" and "B-2", respectively. The Rules establish rates, fees, charges and service connection provisions. Connection fees are designed to create funding and reserves for infrastructure maintenance, repair and replacement and when sufficient funds from connection fees have been accumulated, in the discretion of the Trustees, the District may construct some facilities for new development. In 2019, revised rates and fees were approved and are attached in Attachment "B-3", superseding the rates and fees stated in the Rules.

As stated above, NDEP is required by state statute and Nevada Administrative Code, NAC 445A, to regulate, approve and permit the design, construction and operation of water and sewer facilities in community systems like those to be operated under this Service Plan by TRIGID. The specifications and requirements for design and operation of water and sewer systems are provided in detail in NAC 445A, and the industry standards incorporated in those regulations are incorporated into this Service Plan by reference.

V FACILITIES TO BE CONSTRUCTED

Beginning in 2014, a number of companies have purchased land in TRI Center based, in part, on the future ability of TRIGID to supply water for processing and manufacturing needs (e.g., cooling, washing and as a component in manufacturing processes) ("Process Water"). The Master Developer and TRIGID have assembled 10,000 acre feet of water rights for use by these customers as Process Water (see Attachment "B-5"). In order for the Process Water system to be functional, major infrastructure projects are planned or underway to be built and dedicated to TRIGID by the Master Developer and other developers in the next two years, including: a 16-mile effluent pipeline from the Truckee Meadows Water Reclamation Facility ("TMWRF") to TRI Center; an expansion of the Reservoir to have a storage capacity of 2,000 acre feet; storage tanks, pump stations and additional Process Water lines; and induction wells and additional groundwater production wells. Estimated costs of this Process Water infrastructure are in the range of $85,000,000. A description and cost breakdown of the Process Water system (not including treatment facilities) is listed in the Appendix as Attachment "C".

As of June 30, 2020, the potable water system, existing components of the reclaimed water system and the sanitary sewer system facilities to serve TRI Center customers have been constructed and dedicated at no charge to TRIGID by the Master Developer. In the future, with limited exceptions, the Master Developer will not be constructing new potable water and sewer facilities. Water and sewer line extensions, primarily in the Comstock Meadows, Eagle Valley, Patrick and Peru Shelf areas of TRI Center, will be built by developers of those areas and dedicated at no charge to TRIGID. TRIGID will continue to have no debt for these capital improvements. Upgrades to the WWTP will be made by TRIGID from its reserve funds to expand capacity as needed due to continued growth in TRI Center. Repairs, maintenance and replacement costs will be paid to the extent possible by operating revenues and supplemented by reserve funds accumulated from connection fees or components of usage fees.

While the District currently has no debt and developers will continue to build and dedicate new capital improvements, TRIGID may incur debt in the future, as authorized by NRS Chapter 318, or otherwise finance improvements as allowed by state law.

VI WATER RIGHTS

Water rights for domestic water service and some process water uses in the community water system come from groundwater permits issued by the Nevada State Engineer. These permits currently comprise approximately 5,290 acre feet of groundwater currently owned by TRIGID, which can be pumped from well fields within the service area and used for new growth as it occurs. All water rights owned by TRIGID as of June 30, 2020 are inventoried in Attachment "B-4" and "B-5", including water rights held for use in the process water system described herein. Permit applications are also on file with the Nevada State Engineer for storage and use of effluent from TRIGID's sewer plant for nonpotable uses (e.g., irrigation and industrial applications).

On March 7, 2001 a certain Utility Facilities And Dedication Agreement, as amended, ("Banking Agreement") was entered into by and between the Master Developer and TRIGID. One of the purposes of this agreement was to provide for the Master Developer to dedicate water rights to be held by TRIGID for the use of landowners in the District service area. These water rights are inventoried in Attachments "B-4".

For domestic use, 2,290 a.f. of groundwater rights have been set aside pursuant to the following assumptions. All interest in this groundwater has been (or will be) quitclaimed by the Master Developer to TRIGID to fulfill will-serve commitments of domestic needs of its customers.

Current domestic budget	2,290	
Less high water users on domestic system	-655.3269	
Net domestic holdback		1634.6731
8,200 buildable acres at .104 a.f. per acre (per 2017 water audit)	853	
System loss and hydrant use	200	
50% variance	527	
Domestic budget needed		1580 a.f.
Surplus uncommitted groundwater		54.6731

The domestic water requirements in the District service area are based on the following land use assumptions.

Land Inventory Still Owned by Master Developer	386.74[1]
Grading of Master Developer land to Create Developability	100.00[2]
Developable Land Sold to Others	6,616.85[3]
South Valley Acquisition Parcels	1,087.00[4]
Full Buildout Acreage	8,190.59

Notes

1. From maps and APNs of land still owned by Master Developer as of 1/2019
2. Assumes Master Developer will grade and fill currently undevelopable parcels to create pads
3. From TRI Owners Association 1/2019 membership list
4. South Valley not in Development Agreement yet, but sold with up to .5 a.f.a. for 1,087 acres. It is in TRIGID's service territory.

For process water, the allocation of groundwater resources between the domestic water budget and the process water budget is 2290/3000 acre feet, respectively. All component resources of the process water budget are:

Source	AFA
Groundwater	3,000
TRIGID WWTP	2,000
Truckee River	1,000
TWRF Pipeline	4,000
Total	10,000

Currently, all process water resources are fully committed to process water customers pursuant to the following agreements, copies of which are on record with TRIGID.

Water Rights Use Agreement (Nonpotable) between TRI, TRIGID and Supernap Reno, LLC, dated August 7, 2015.

Water Rights Use and Service Agreement For Process Water between TRI, TRIGID and Silver Slate LLC, dated April 10, 2017.

Water Rights Use and Service Agreement For Process Water between TRI, TRIGID and Tesla, Inc., dated October 8, 2018.

Water Rights Use And Service Agreement For Process Water between TRI, TRIGID and Comstock TRIC Associates, LLC, dated August 18, 2017, as amended.

Water Rights Purchase And Use Agreement between TRI, TRIGID and MNCA District LLC, dated March 26, 2018, as amended.

Water Rights Purchase And Use Agreement between TRI, TRIGID and MNCA District LLC, dated August 23, 2018, as amended.

Water Rights Purchase And Use Agreement between TRI, TRIGID and Blockchains, LLC dated January 18, 2018.

Water Rights Purchase And Use Agreement between TRI, TRIGID and Ryze Renewables Reno, LLC, dated August 10, 2018.

When a landowner in TRI Center purchases the use of process water from the Master Developer held by TRIGID, an assignment of the beneifical interest in favor of the landowner in that water is executed and retained in the records of TRIGID. Of the 10,000 a.f. of process water resources, assignments have been made for 5,166.66 a.f., leaving 4,833.34 a.f. still controlled by the Master Developer, pending completion of the purchase price payments with landowners pursuant to certain of the agreements listed above.

VII SERVICE PLAN COMPONENTS REQUIRED BY NRS 308.030

1. Financial Survey (NRS 308.030(1)(a)). Since the District has not, issued bonds or otherwise financed the construction of infrastructure, the financing components of a financial survey have not been applicable. Either the Master Developer or other developers have constructed and dedicated capital infrastructure to the District. The District has created a five-year Capital Improvement Plan, which has been approved by the Trustees. This plan includes funding near-term capital improvements with existing reserves.. Within three years, the District anticipates that major projects requiring financing may be required; however, it is the District's goal to obtain State Revolving Fund Principal Forgiveness Loans to finance most of these projects. The District has commenced work on the necessary steps to position the District to obtain this funding within the required timeframe of the approved Five-Year Capital Improvement Plan. The audited financial statements for FY 2018/2019 and FY 2017/2018 are included in Attachments "D-1" and "D-2", respectively. The revenue and expense statement for the first six months of FY2019/2020 is attached as Attachment "D-3".

2. Preliminary Engineering Survey And Architectural Survey (NRS 308.030(1)(a)). Maps showing existing facilities are attached as Attachment "A-3"" to the Appendix. The description of facilities to be constructed, including engineering specifications, and information on water and sewer facilities design is described in Section V and included in Attachment "C", or specified in NAC 445A.

3. Map Of Service Area/Population Information/Assessed Valuation (NRS 308.030(1)(b). The maps of the service area are shown on Attachments "A-1" and "A-2" to the Appendix. The service area may expand by annexation pursuant to the provisions of NRS Chapter 318.

Since the District customers will be industrial and commercial owners and occupants of the TRI Center, there will be few or no residential service connections (watchmen/security personnel and families, and possibly future residences on large parcels on forestry-zoned or agricultural-zoned land). Thousands of employees, workers, and visitors will use services of the District, however, as part of the daily business center activities and uses. The estimate of future residential population ranges from zero to twenty-five (25).

Assessed valuation of parcels in the District can be obtained from review of Assessor's parcels in the Storey County Assessor's office. Assessed valuation is increasing significantly each year due to growth and development in TRI Center. The best information at any time will be the current assessed values of the County Assessor, primarily contained in its Book 5.

4. Facilities To Be Constructed (NRS 308.030(1)(c)). Except as stated otherwise in this Service Plan, developers will construct and dedicate to TRIGID, as necessary, the capital improvements for providing water and sewer services for the service area. The District shall approve design of all capital improvements. NDEP must also approve and permit facilities prior to construction. As stated above, there is not at this time anticipated to be bonding or other debt financing for which the District is liable, although the Trustees retain the discretion to consider debt financing of capital improvements. Therefore, at this time there are no planned interest rates for financing to charge back to District customers. The District may construct buildings for its use or lease buildings in lieu of construction and may expend funds to purchase easements, as necessary.

Section V describes, and Attachment "C" are a partial list of, facilities to be constructed in the future for the Process Water system.

5. Standards Of Construction (NRS 308.030(1)(c)). Standards of construction for all facilities in the District will meet or exceed industry norms, specifically the standards provided in Nevada Administrative Code Chapter 445A.

6. Services To Be Provided By District (NRS 308.030(1)(c)) - The District provides the following services to customers in the service area:

- design, operate and maintain the water, sewer and process water systems;
- meter reading for water meters (potable and nonpotable);
- billing and remittance processing for water, sewer and process water;
- funding for a limited number of capital improvements, primarily for upgrades of the water, sewer and process water systems;
- rate schedules, line extension rules and rights-of-way policies; and
- production, treatment and supply of water resources and collection, treatment and disposal of sanitary sewage.

District water, sewer and process water operations functions include the necessary design, operations, maintenance, and customer care services to support delivery of services. The District utilizes distribution design services, including material specifications. It performs all routine and emergency operations and maintenance on all of its transmission, production, storage and distribution facilities.

7. Estimate Of Costs (NRS 308.030(1)(c)). The estimated costs as of June 30, 2020 of future facility construction are described in Section V and summarized in Attachment "C", including the cost of engineering services and legal services, but excepting Process Water treatment facilities, which are still in the planning stage. There will be no cost of acquiring land in TRI Center since the title to real property and easements required will be acquired from developers and dedicated without charge to the District. The cost of right of way for the TMWRF pipeline is itemized in Attachment "C".

8. Indebtedness (NRS 308.030(1)(c)) The District does not currently carry any debt. However, the District will develop a plan to incorporate debt as a mechanism to fund the Capital Improvement Plan. Information on debt financing, information relating to interest, discounts, bonds and securities will be presented to the Trustees for approval prior to incurring debt for capital projects. The District Engineer is currently working on an update to the 2019 Rate Study, which includes a capital funding plan.

9. Annual Operation, Maintenance And Other Expenses (NRS 308.030(1)(c)). The financial information in Attachments "D-1", "D-2" and "D-3" provide annual operation and maintenance expenses. Revenue and expenses are expected to grow dramatically as growth occurs in TRI Center.

10. Contracts With Cities Or Towns (NRS 308.030(1)(d). Except as specified below, there are no cities or towns in the District, and there are no proposed arrangements or agreements for the performance of services with a city or town. There are currently no adjacent municipalities and special districts to the District which provide water or sewer service.

However, if the BCC should approve in the future a town, city or special district in the service area, TRIGID may provide water and sewer service to it. In addition, the District may provide wholesale water or sewer service to a future special district outside the current service area (e.g., the Painted Rock area) or within TRI Center.

In addition, TRIGID has entered into two agreements: (i) a certain Effluent Use Agreement with the City of Reno and the City of Sparks dated September 13, 2017 for the transportation by pipeline and the use in TRI Center of up to 4,000 acre feet annually of effluent from TMWRF; and (ii) a certain Return Flow Management Agreement dated June 25, 2018 with the City of Reno, the City of Sparks and the Truckee Meadows Water Authority ("TMWA") for the management of effluent flow supplied to TRIGID by TMWRF and the provision of replacement water to the Truckee River to make up for water transported to TRI Center to supply TRIGID customers with Process Water. These contracts are not attached to this Service Plan due to their bulk, but are available on request from TRIGID.

APPENDIX

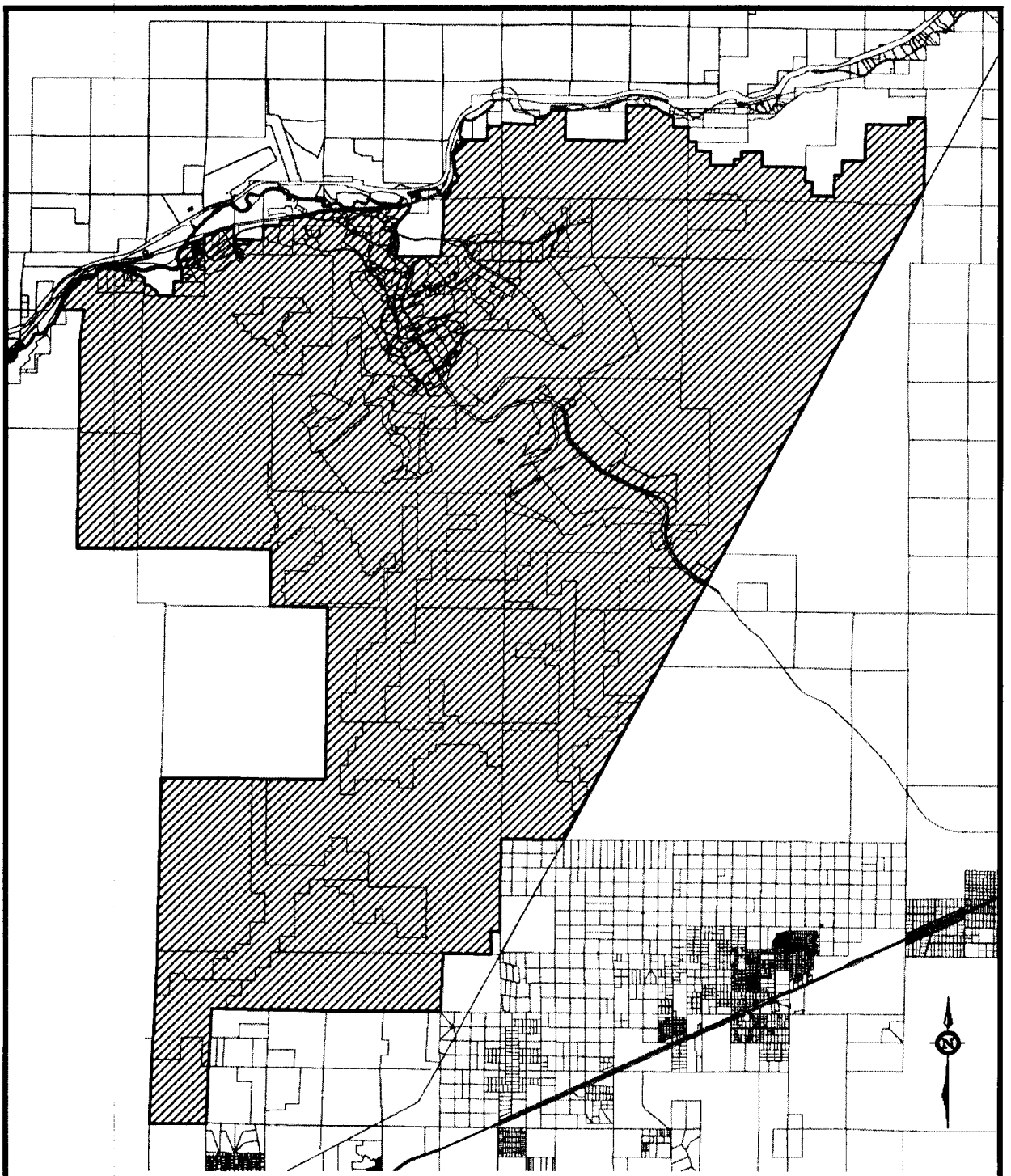
Attachment

A-1 ..... Map of Service Area and Legal Description
A-2 ..... Map of Developable Area
A-3 ..... Maps of Existing Facilities

B-1 ..... Rules, Regulations And Rates For Water Service
B-2 ..... Rules, Regulations And Rates For Sewer Service
B-3 ..... 2019 Revised Rates and Fees
B-4 ..... Water Rights Inventory
B-5 ..... Water Rights Budgets

C ..... Description and Projected Costs of Off-site and On-site Projects

D-1 ..... FY 2018/2019 Audited Financials
D-2 ..... FY 2017/2018 Audited Financials
D-3 ..... Revenue and Expense Statement 1/2020 – 6/2020



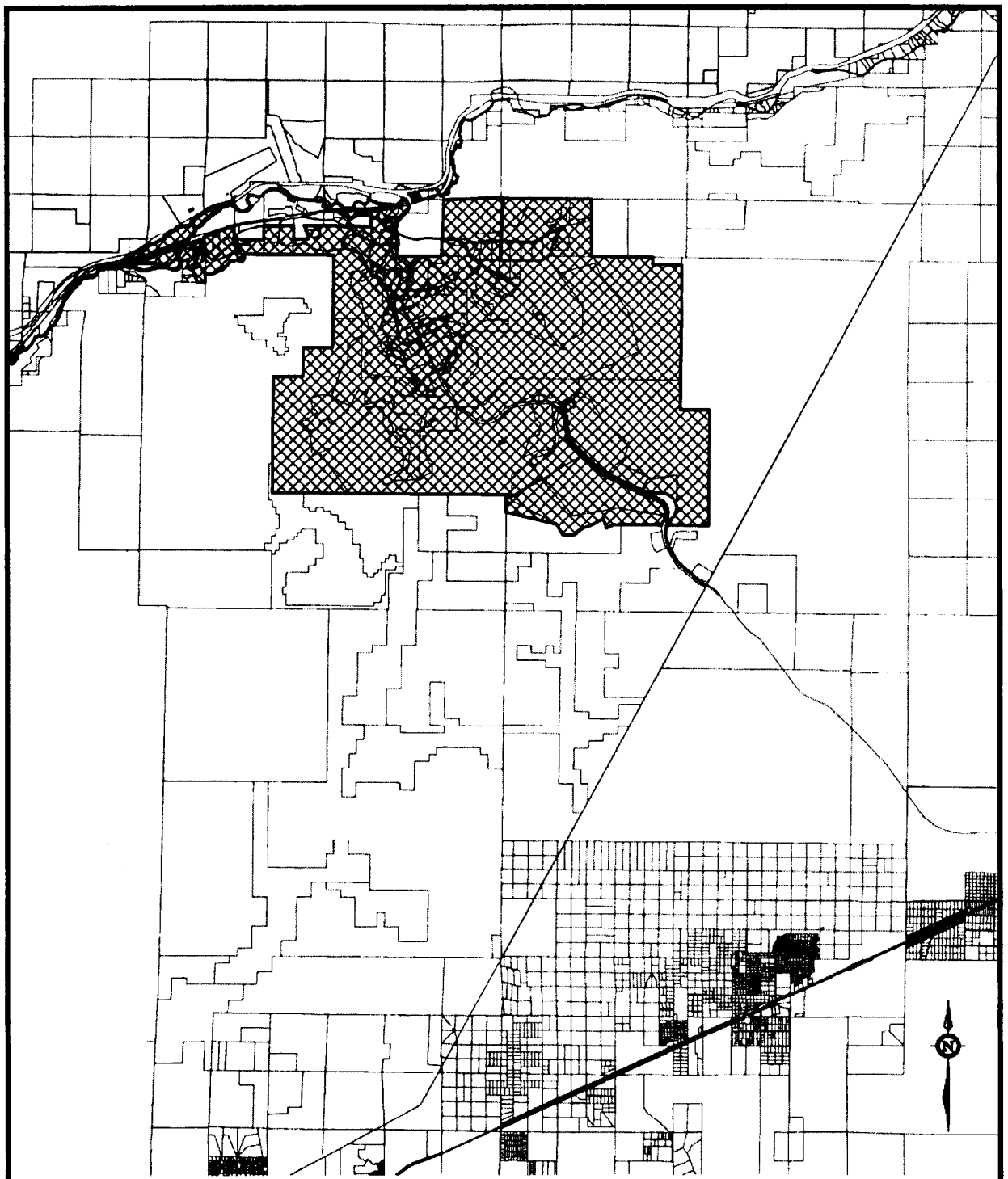
FARR WEST
ENGINEERING
5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766

TAHOE RENO INDUSTRIAL CENTER

MAP OF TOTAL SERVICE AREA

STOREY COUNTY NEVADA

ATTACHMENT
A-1



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RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766

TAHOE RENO INDUSTRIAL CENTER

DEVELOPMENT AGREEMENT AREA

STOREY COUNTY NEVADA

ATTACHMENT A-2

EXHIBIT A-3 - P 1

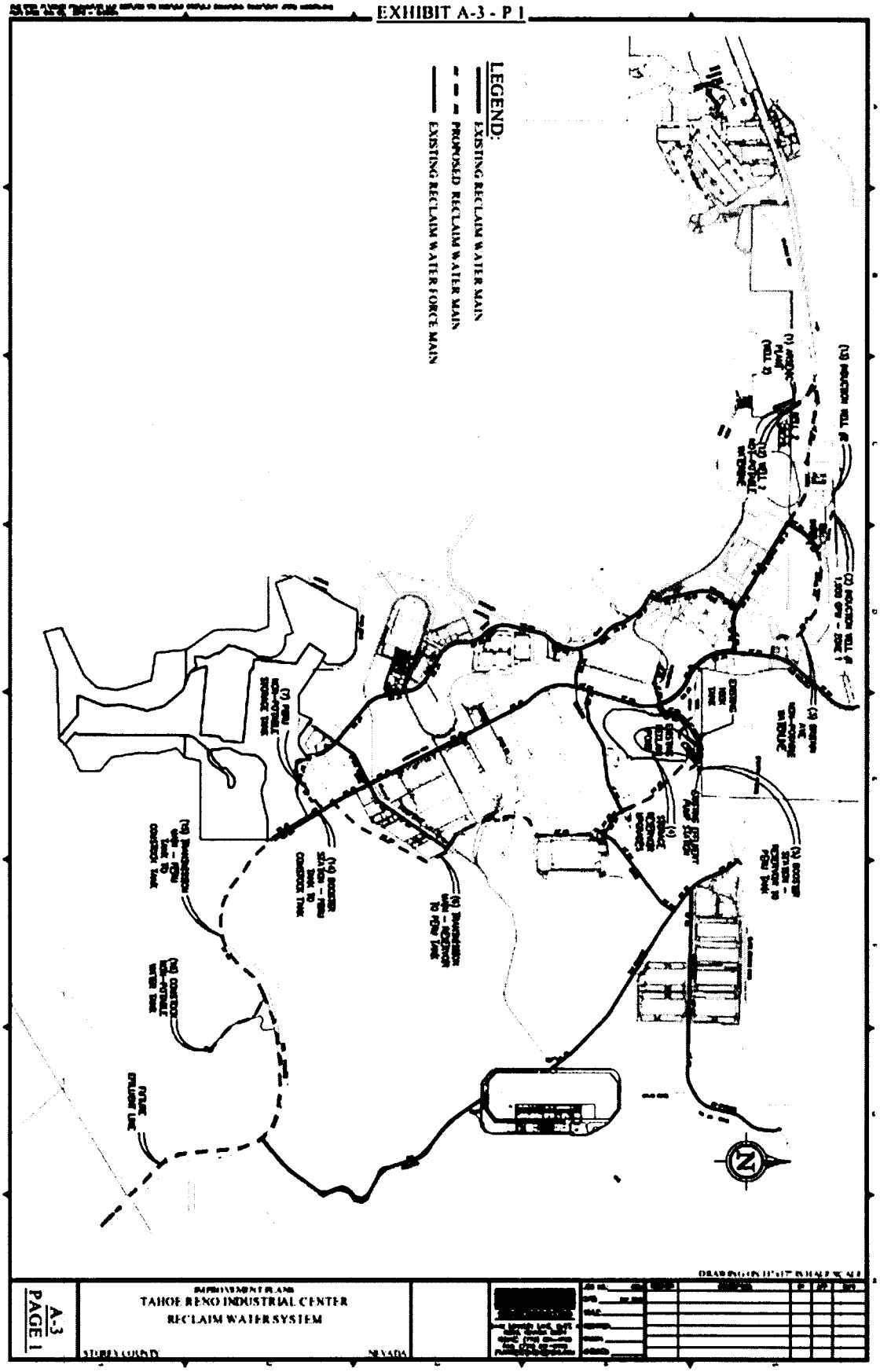

EXHIBIT A-3 - P 2

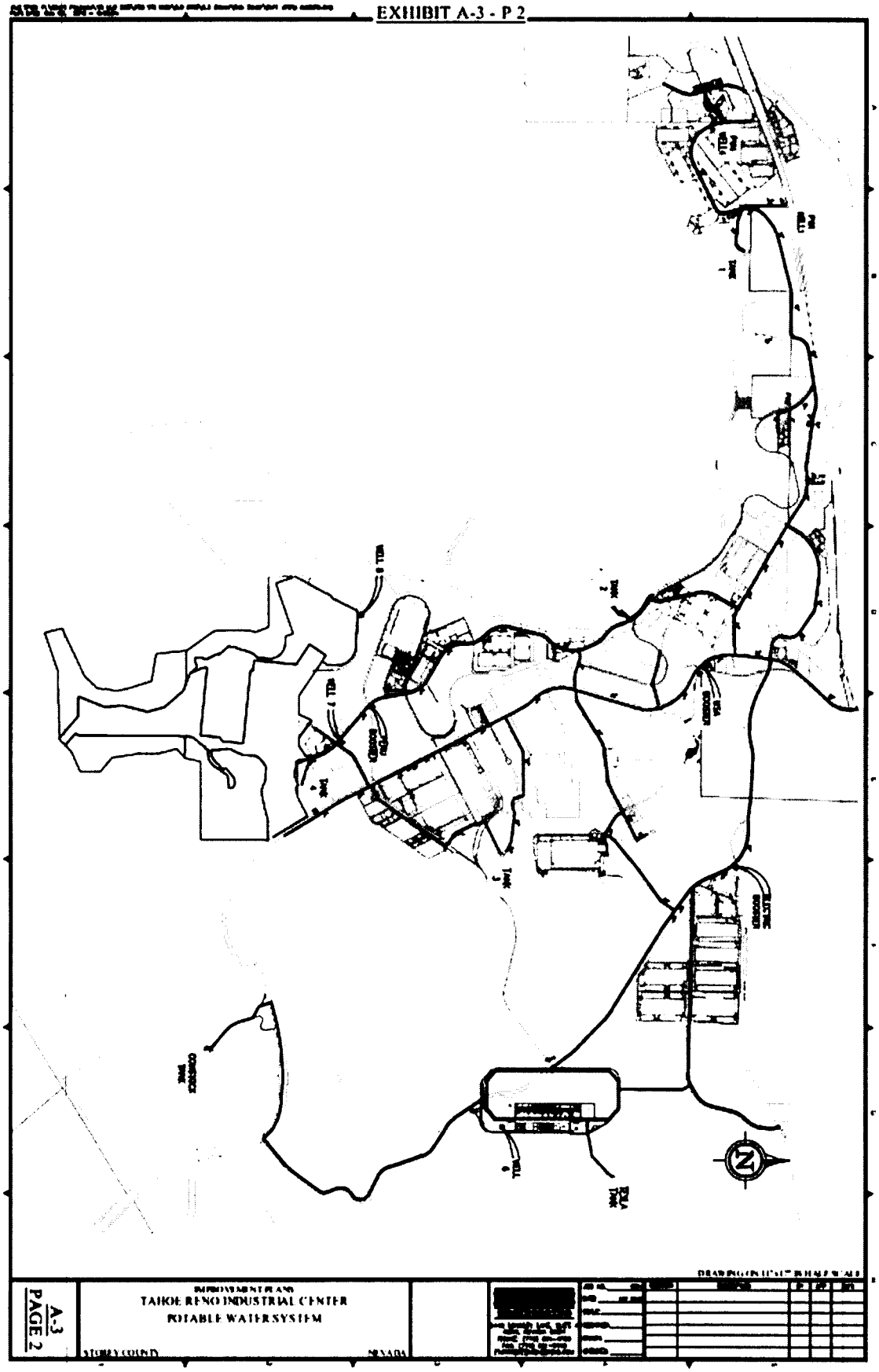

EXHIBIT A-3 - P 3

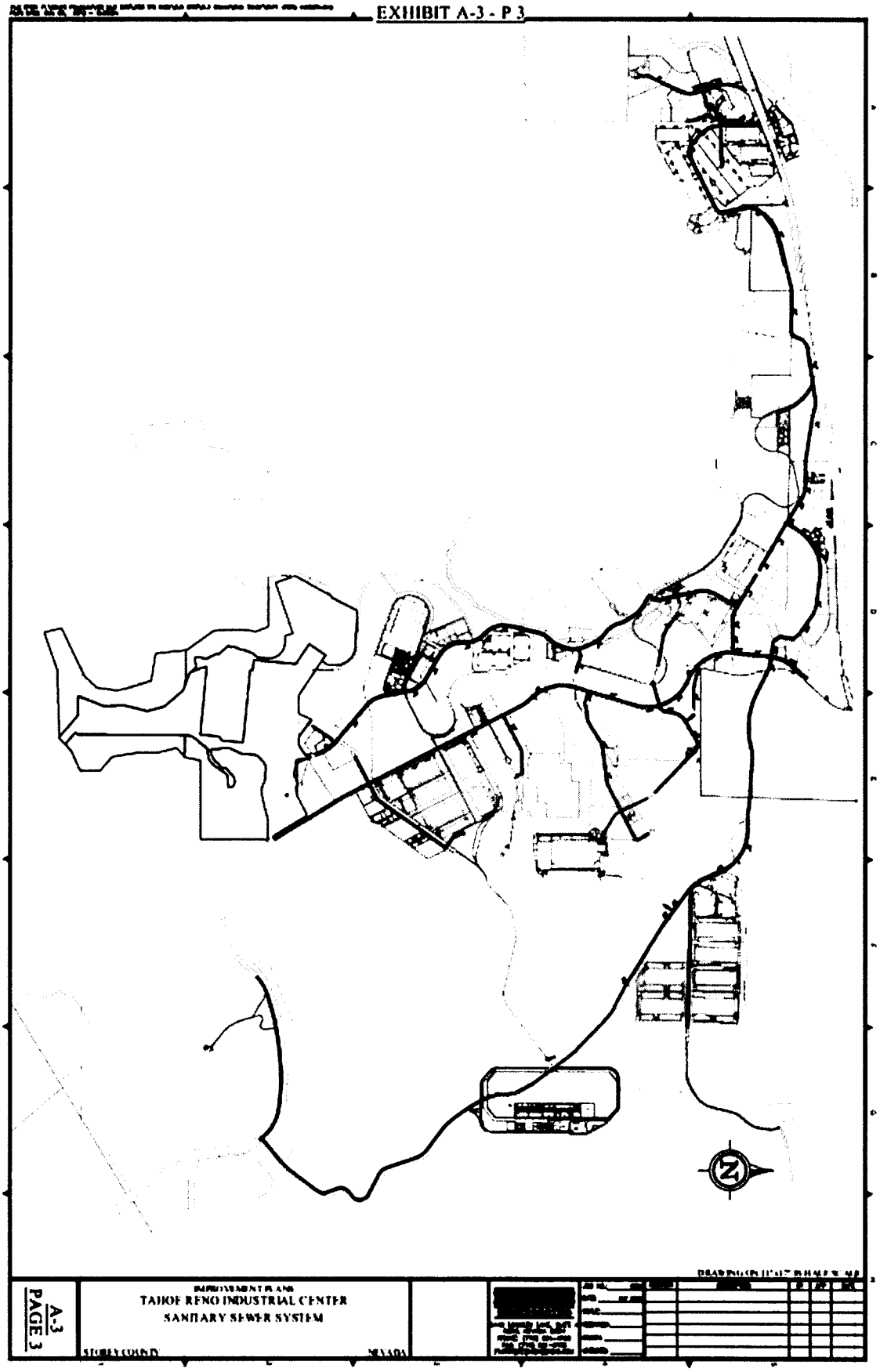

Exhibit "A-1"

Legal Description of TRIGID Service Territory

(Storey County)

Township 19 North, Range 21 East, M.D.B.&M.

Section 1:	Southeast ¼; South ½ Southwest ¼; Northeast ¼ Southwest ¼
Section 12:	All
Section 13:	All
Section 24:	All
Section 25:	All

Township 20 North, Range 22 East, M.D.B.&M.

Section 24: Southeast ¼ Southeast ¼

Section 25: All that portion lying Easterly and Southerly of the Truckee River

Section 32: South ½ Southeast ¼; all that portion of the Southwest ¼ lying South of the Southern Pacific Railroad right-of-way

EXCEPTING THEREFROM that portion of Parcel 1 of Amended Division of Map, filed in the Office of the County Recorder of Storey County, State of Nevada on February 24, 1986, as File No. 57613 of Official Records, lying Westerly of the Westerly line of that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5, as File No. 078479 of Official Records.

EXCEPTING THEREFROM that portion of Parcel 1 of Amended Division of Map, filed in the Office of the County Recorder of Storey County, State of Nevada on February 24, 1986, as File No. 57613 of Official Records, lying Southwesterly of that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5 as File No. 078479 of Official Records.

AND EXCEPTING THEREFROM Lot 98-1 of the 1st Parcel Map for Asamera Minerals (U.S.), Inc., filed in the Office of the County Recorder of Storey County, Nevada on September 25, 1998, as File No. 083401 of Official Records.

AND FURTHER EXCEPTING Watham Way as described in that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5, as File No. 078479 of Official Records.

Section 33: South ½

EXCEPTING THEREFROM Lot 98-4 of the 3rd Parcel Map for Asamera Minerals (U.S.), Inc., filed in the Office of the County Recorder of Storey County, State of Nevada on September 25, 1998, as File No. 083403 of Official Records.

AND FURTHER EXCEPTING Watham Way as described in that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5 as File No. 078479 of Official Records.

Section 34: South ½ together with an easement for roadway purposes as granted to Asamera Minerals (U.S.), Inc., by Lincoln "Nick" Mansfield by instrument recorded November 16, 1993, in Book 97, Page 919 as Document No. 72801, Official Records of Storey County, Nevada.

Section 36: All

Township 19 North, Range 22 East, M.D.B.&M.

Section 1: All
Section 2: All
Section 3: All
Section 4: All
Section 5: EXCEPTING THEREFROM that portion of Section 5 Township 19 North, Range 22 East, M.D.B.&M., lying Northerly of the Northerly line of Watham Way as described in that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5 as File No. 078479 of Official Records.

AND FURTHER EXCEPTING THERFROM Lot 98-3 of the 2nd Parcel Map for Asamera Minerals (U.S.), Inc., filed in the Office of the County Recorder of Storey County, Nevada on September 25, 1998, as File No. 083402 of Official Records.

AND FURTHER EXCEPTING Watham Way as described in that certain document entitled:

"Quitclaim Deed of Dedication", recorded August 29, 1996, in Book 111, Page 5 as File No. 078479 of Official Records.

Section 6: Southeast ¼; Southeast ¼ Southwest ¼; Lot 7
Section 7: All
Section 8: All
Section 9: All
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: All
Section 16: All
Section 17: All
Section 18: All

Section 19:	All
Section 20:	All
Section 21:	All
Section 22:	All
Section 23:	All
Section 24:	All
Section 26:	West ½
Section 27:	All
Section 28:	All
Section 29:	All
Section 30:	All
Section 33:	All
Section 34:	All
Section 35:	All
Section 36:	South ½

Township 18 North, Range 22 East, M.D.B.&M.

Section 1:	All
Section 2:	All
Section 3:	All
Section 10:	All
Section 11:	All
Section 12:	All
Section 13:	All
Section 14:	All
Section 15:	All
Section 19:	All
Section 20:	All
Section 21:	All
Section 22:	All
Section 23:	All
Section 24:	All
Section 25:	All
Section 26:	All
Section 27:	All
Section 28:	All
Section 29:	All
Section 30:	All
Section 31:	All
Section 32:	All
Section 33:	All
Section 34:	All
Section 35:	All
Section 36:	All, except Lots 2 & 4

Township 17 North, Range 22 East, M.D.B.&M.

Section 2:	All

Section 3: All
Section 4: All
Section 5: All
Section 6: All
Section 7: All
Section 18: All

Township 19 North, Range 24 East, M.D.B.&M.

Section 6: That portion lying and being in Storey County

Township 20 North, Range 23 East, M.D.B.&M.

Section 19: North ½ Southeast ¼; Lots 4, 5, 6, & 7, excepting therefrom all that portion thereof, lying below the natural ordinary high water line of the Truckee River and any portion thereof lying in Washoe County.

Section 21: Lots 1, 2, 3, & 4; the Northwest ¼ Southeast ¼ except that portion lying Northerly of the Truckee Canal; all that portion of the Southeast ¼ Northwest ¼ lying Southerly of the truckee Canal; the Southwest ¼ Northwest ¼; Excepting therefrom all that portion thereof, lying below the natural ordinary high water line of the Truckee River and any portion thereof lying in Washoe County; North ½ Southwest ¼.

Section 23: South ½; South ½ Northeast ¼, excepting therefrom any portion thereof lying North of the South line of the Truckee Canal; Northeast ¼ Northeast ¼.

Section 24: All
Section 25: All
Section 26: All
Section 27: All
Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: All
Section 34: South ½
Section 35: All
Section 36: All

Township 19 North, Range 23 East, M.D.B.&M.

Section 1: All that portion lying within Storey County
Section 2: All
Section 3: All
Section 4: All
Section 5: All
Section 6: All
Section 7: All
Section 8: All

Section 9:	All
Section 10:	All
Section 11:	All
Section 12:	All that portion lying within Storey County
Section 13:	All that portion lying within Storey County
Section 14:	All that portion lying within Storey County
Section 15:	All
Section 16:	All
Section 17:	All
Section 18:	All
Section 19:	All
Section 20:	All
Section 21:	All
Section 22:	All
Section 23:	All that portion lying within Storey County
Section 26:	All that portion lying within Storey County
Section 27:	All that portion lying within Storey County
Section 28:	All
Section 29:	All
Section 30:	All
Section 31:	All
Section 32:	All
Section 33:	All
Section 34:	All that portion lying within Storey County

Township 18 North, Range 23 East, M.D.B.&M.

Section 3:	All that portion lying within Storey County
Section 4:	All that portion lying within Storey County
Section 5:	All
Section 6:	All
Section 7:	All
Section 8:	All
Section 9:	All that portion lying within Storey County
Section 16:	All that portion lying within Storey County
Section 17:	All that portion lying within Storey County
Section 18:	All
Section 19:	All
Section 20:	All that portion lying within Storey County

Township 20 North, Range 24 East, M.D.B.&M.

Section 19:	All
Section 30:	All that portion lying within Storey County
Section 31:	All that portion lying within Storey County

Assessor's Parcel Nos.

04-011-03, 04-041-21, 04-091-16, 04-091-21, 04-091-37, 04-091-39, 04-111-06, 04-131-02, 04-151-09, 04-171-02, 04-181-01, 04-201-04, 04-291-01

EXCEPT THEREFROM THE FOLLOWING:

(A) All that real property as conveyed to King Tolles and Lois Tolles by Deed dated January 14, 1992 and recorded January 21, 1992, at Book 89, Page 64, Document No. 68841, Official Records of Storey County, Nevada. (04-041-10)

(B) All that real property as conveyed to Jim Stevens and Launa Stevens by Deed dated August 27, 1992 and recorded September 4, 1992, at Book 91, Page 972, Document No. 70187, Official Records of Storey County, Nevada. (04-041-24, 04-041-25, and 04-041-26)

(C) All that real property as conveyed to Five Star Land and Livestock, Inc., a Nevada corporation, by Deed dated August 20, 1992 and recorded September 4, 1992, at Book 91, Page 977, Document No. 70189, Official Records of Storey County, Nevada. (04-041-27, 04-041-28, 04-041-29 and 04-041-30)

(D) All that real property as conveyed to Lincoln "Nick" Mansfield by Deed dated November 9, 1993, and recorded November 16, 1993, in Book 97, Page 916, Document No. 72800, Official Records of Storey County, Nevada. (04-091-18)

(E) All that real property as conveyed to Eagle-Pitcher Minerals, Inc., by Deed dated February 17, 1994 and recorded February 22, 1994, in Book 99, Page 344, as Document No. 73440, Official Records of Storey County, Nevada. (04-041-23 and 04-171-03)

EXCEPTING THE FOLLOWING PARCEL
" EAGLE PITCHER PARCELS "

ALL PROPERTY WITHIN
PARCEL '99-13' OF THE MAP OF DIVISION FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 5-28-1999
BY TRISTATE SURVEYING FOR EAGLE PICHER, FILE NUMBER 85087.
SAID PARCEL KNOWN AS THE POR OF SEC 32 W PARCEL

PLUS THE FOLLOWING PARCELS
" EAGLE PITCHER PARCELS "

ALL PROPERTY WITHIN
PARCEL '99-4' OF THE PARCEL MAP FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 5-28-1999
BY TRISTATE SURVEYING FOR EAGLE PICHER, FILE NUMBER 85088.
SAID PARCEL KNOWN AS THE FREEWAY WEST PARCEL

INCLUDING ALL PROPERTY WITHIN
PARCEL '04-101-05' OF THE PARCEL MAP FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 5-28-1999
BY TRISTATE SURVEYING FOR EAGLE PICHER, FILE NUMBER 85088.
SAID PARCEL KNOWN AS THE FREEWAY EAST/WEST PARCEL

INCLUDING ALL PROPERTY WITHIN
PARCEL '99-21' OF THE PARCEL MAP FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 8-18-1999
BY CFA FOR WESTERN 102 RANCH, INC., FILE NUMBER 85847.
SAID PARCEL KNOWN AS THE WWTP PARCEL

INCLUDING ALL PROPERTY WITHIN
PARCEL '99-9' OF THE PARCEL MAP FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 5-28-1999
BY TRISTATE SURVEYING FOR EAGLE PICHER, FILE NUMBER 85090.
SAID PARCEL KNOWN AS THE EP2 TRI PARCEL

INCLUDING ALL PROPERTY WITHIN
PARCEL '99-7' OF THE PARCEL MAP FILED IN THE OFFICE
OF THE STOREY COUNTY RECORDERS OFFICE, ON 5-28-1999
BY TRISTATE SURVEYING FOR EAGLE PICHER, FILE NUMBER 85089.
SAID PARCEL KNOWN AS THE EP 2 TRI PARCEL

McCARRAN RANCH PARCELS

PARCEL ONE:

Situated in the County of Storey, the State of Nevada and being a portion of Sections 1 and 2, Township 19 North, Range 21 East, M.D.B.& M.; Section 6, Township 19 North, Range 22 East, M.D.B.&M.; Section 31, Township 20 North, Range 22 East, M.D.B.&M., being more particularly described as follows:

Commencing at the Section corner, Sections, 2, 3, 10 and 11, Township 19 North, Range 21 East, M.D.B. & M., thence North 0°34'57" East, 1320.00 feet to the point of beginning; thence North 0°34'57" East, 1350.50 feet to the West one-quarter corner of Section 2, Township 19 North, Range 21 East; thence North 06°06'48" East 2647.77 feet to the northwest corner of Section 2, Township 19 North, Range 21 East, thence North 89°57'49" East 502.58 feet to the southeast corner of Section 34, Township 20 North, Range 21 East; thence North 88°57'02" East 2276.91 feet to the North one-quarter corner of Section 2, Township 19 North, Range 21 East; thence North 87°33'33" East 370.66 feet to the South one-quarter corner of Section 35, Township 20 North, Range 21 East; thence South 89°42'47" East 2289.71 feet to the northeast corner of Section 2, Township 19 North, Range 21 East; thence North 89°48'16" East 316.27 feet to the southeast corner of Section 35, Township 20 North, Range 21 East; thence North 89°49'37" East to the one-quarter corner between Section 36, Township 20 North, Range 21 East, and Section 1, Township 19 North, Range 21 East; thence North 02°41'52" East 1291.40 feet to the south one-sixteenth corner on the north-south center line of Section 36, Township 20 North, Range 21 East; thence North 89°55'18" East 2718.60 feet to the south one-sixteenth corner between Section 36, Township 20 North, Range 21 East, and Section 31, Township 20 North, Range 22 East; thence North 06°08'59" East 1301.06 feet to the one-quarter corner between Section 36, Township 20 North, Range 21 East, and Section 31, Township 20 North, Range 22 East; thence South 02°01'48" West 1676.21 feet to the northerly right-of-way line of Interstate 80 freeway; thence along the northerly right-of-way line of Interstate 80 freeway North 59°03'44" East 459.89 feet; thence South 30°56'16" East 30.00 feet; thence North 59°03'44" East 730.00 feet; thence North 30°56'16" West 155.00 feet; thence North 59°03'44" East 220.00 feet; thence South 84°04'05" East 250.00 feet; thence North 59°03'44" East 4103.35 feet; thence a curve to the right; a delta of 15°44'00", and radius of 7127.00 feet; thence North

74°47'44" East 606.38 feet; thence along a curve to the left, a delta of 11°23'21", and a radius of 2873.00 feet; thence leaving the northerly right-of-way line of Interstate 80 freeway South 00°41'02" East approximately 2240 feet to the northerly right-of-way line of the Southern Pacific Railroad; thence southwesterly along the Southern Pacific Railroad northerly right-of-way line to the section line between Sections 31 and 32, Township 20 North, Range 22 East; thence South 02°35'04" East approximately 1800 feet to the section corner common to 31 and 32, Township 20 North, Range 22 East, Sections 5 and 6, Township 19 North, Range 22 East, thence South 00°17'04" East 2635.23 feet to the east one-quarter corner Section 6, Township 19 North, Range 22 East; thence North 89°26'11" West 2672.98 feet to the center of Section 6, Township 19 North, Range 22 East; thence South 01°06'13" East 1329.12 feet to the south one-sixteenth corner of the north-south centerline of Section 6, Township 19 North, Range 22 East; thence North 89°58'23" West 2760.44 feet to the south one-sixteenth corner between Section 1, Township 19 North, Range 21 East, and Section 6, Township 19 North, Range 22 East; thence North 00°42'11" East 1354.42 feet to the one-quarter corner between Section 6, Township 19 North, Range 22 East, and Section 1, Township 19 North, Range 21 East; thence South 89°12'35" West 4105.09 feet to the west one-sixteenth corner on the east-west centerline of Section 1, Township 19 North, Range 21 East; thence South 00°12'01" West 1331.86 feet; thence to the center corner of the southwest one-quarter of Section 1, Township 19 North, Range 21 East; thence South 89°31'20" West 1360.93 feet to the south one-sixteenth corner between Sections 1 and 2, Township 19 North, Range 21 East; thence South 00°10'29" West 1324.43 feet common to section corners 1, 2, 11 and 12, Township 19 North, Range 21 East; thence along the section line between Sections 2 and 11, Township 19 North, Range 21 East, South 89°28'59" West approximately 2000 feet to the center line of the Truckee River; thence southwesterly along the centerline of the Truckee River to the east-west centerline of the southeast one-quarter of Section 10, Township 19 North, Range 21 East; thence westerly along the east-west centerline of the southeast one-quarter of Section 10, Township 19 North, Range 21 East to the southerly right-of-way line of the Southern Pacific Railroad; thence northeasterly along Southern Pacific Railroad right-of-way line to the section line between Sections 10 and 11, Township 19 North, Range 21 East; thence North 0°45'03" West along the section line between Sections 10 and 11, Township 19 North, Range 21 East to the one-quarter corner between 10 and 11, Township 19 North, Range 21 East; thence North 0°02'46" East 2670.06 feet to the section

corner common to Sections 2, 3, 10 and 11, Township 19 North, Range 21 East; thence North 0°34'57" East 660.00 feet along the section line between Sections 2 and 3, Township 19 North, Range 21 East; thence South 89°25'03" East 660.00 feet; thence North 0°34'57" East 660.00 feet; thence North 89°25'03" West 660.00 feet to the point of beginning.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist as reserved by the State of Nevada in various Patents of record.

ALSO EXCEPTING THEREFROM the parcel described as follows: Commencing at the one-quarter corner Section 1, Township 19 North, Range 21 East, and Section 6, Township 19 North, Range 22 East, thence South 47°39'00" East 560.00 feet to the point of beginning: North 80°40'00" East 417.42 feet; thence South 49°24'00" East 626.13 feet; thence South 80°40'00" West 208.71 feet, thence North 49°24'00" West 208.71 feet; thence South 80°40'00" West 208.71 feet; thence North 49°24'00" West 417.42 feet to the point of beginning. Contained entirely within the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 19 North, Range 22 East,

ALSO EXCEPTING THEREFROM that parcel described in the Deed to Monty Baldwin, recorded July 10, 1980, in Book 23, Page 291 Official Records of Storey County, State of Nevada, under File No. 47064.

ALSO EXCEPTING THEREFROM that parcel described in the Deed to David E. Cox and Juanita Cox, husband and wife, recorded July 25, 1988, in Book 65, Page 174, Official Records of Storey County, State of Nevada, under File No. 61911.

ALSO EXCEPTING THEREFROM, Parcels 1, 2 and 3 as shown on the PARCEL MAP of MCCARRAN RANCH filed October 22, 1985 in the Official Records of Storey County, State of Nevada, under File No. 57052.

ALSO EXCEPTING THEREFROM that parcel described in the deed to KAL KAN FOODS, INC., recorded March 3, 1995, in Book 103, Page 962, Official Records of Storey County, State of Nevada, under File No. 75528 and re-recorded June 20, 1995, in Book 105, Page 48, under File No. 75991 R.

ALSO EXCEPTING THEREFROM that portion described in the deed to Storey County, a political subdivision of the State of Nevada, recorded April 2, 1997, in Book 114, Page 280, Official Records of Storey County, State of Nevada, under File No. 79808.

ALSO EXCEPTING THEREFROM any portion thereof lying within Section 32, Township 20 North, Range 22 East, M.D.B. & M.

ALSO EXCEPTING THEREFROM any portion thereof lying within the Southern Pacific Railroad right-of-way.

ALSO EXCEPTING THEREFROM any portion thereof lying in Washoe County.

ASSESSOR'S PARCEL NO. 04-161-10

PARCEL TWO:

Parcel 3 as shown on the PARCEL MAP OF MCCARRAN RANCH filed October 22, 1985 in the Official Records of Storey County, State of Nevada, under File No. 57052.

ASSESSOR'S PARCEL NO. 04-161-09

PATRICK BUSINESS CENTER

ALL PROPERTY WITHIN
Parcel '99-24' of the Parcel Map Filed in the office of the Storey County Recorder's Office, on 6-29-1999 by Western Nevada Survey for DPOP LP, File Number 85481, said parcel known as the DPO MAIN Parcel

ALL PROPERTY WITHIN
Parcel '98-1 A' of the Parcel Map Filed in the office of the Storey County Recorder's Office, on 6-29-1999 by Western Nevada Survey for TRI CENTER LLC, File Number 85483, said parcel known as the ADJUSTED DERM Parcel

ALL PROPERTY WITHIN
Parcel '98-4' of the Parcel Map Filed in the office of the Storey County Recorder's Office, on 9-25-1998 by Tristate Surveying for ASAMERA MINERALS, File Number 83403, said parcel known as the DERM-BAT Parcel

PARCEL "D"
(Sewer Plant Parcel)

Situate in a portion of the south one-half of the north one-half of Section 34, T. 20 N., R. 22 E., M.D.M., Storey County, Nevada, more particularly described as follows:

Commencing at the west quarter corner of said Section 34;
thence N 01°22'37" E, 1327.71 feet;
thence S 89°00'48" E, 1238.12 feet to the point of beginning:
thence S 89°00'48" E, 2126.85 feet;
thence S 01°21'36" W, 101.03 feet;
thence S 77°26'00" W, 159.58 feet;
thence S 07°55'04" E, 141.23 feet;
thence from a tangent bearing of S 82°04'56" W on a curve to the left having a central angle of 36°33'36", a radius of 1560.00 feet, for an arc distance of 995.42 feet;
thence N 44°28'40" W, 420.00 feet;
thence N 45°31'20" E, 80.00 feet;
thence N 08°19'37" W, 175.76 feet;
thence N 89°00'48" W, 650.00 feet;
thence N 44°06'36" W, 283.32 feet to the point of beginning, containing 16.24 acres, more or less.

WESTERN 102 RANCH PROPERTY

All that certain lot, piece or parcel of land situate in the County of Storey, State of Nevada, described as follows:

PARCEL 1:

The South ½ of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ of Section 34, Township 20 North, Range 22 East, M.D.B.&M.

PARCEL 2:

The Southeast ¼ of the Northeast ¼ of Section 34, Township 20 North, Range 22 East, M.D.B.&M.

Attachment B-1

RULES, REGULATIONS AND RATES OF THE TRI GENERAL IMPROVEMENT DISTRICT FOR WATER SERVICE

Attachment B-2

RULES, REGULATIONS AND RATES OF THE TRI GENERAL IMPROVEMENT DISTRICT FOR SEWER SERVICE

Attachment B-3

RESOLUTION 2019-01 CHANGING CERTAIN RATES AND CHARGES FOR WATER AND SEWER SERVICE BY TRI GENERAL IMPROVEMENT DISTRICT

WHEREAS, Storey County (the "County") by and through the Board of County Commissioners (the "BCC"), approved on February 1, 2000 pursuant to Resolution 00-50 a service plan for the TRI General Improvement District ("TRIGID" or "District") within the County to supply electric power and space heating to customers. On the same date Ordinance No. 164 was passed by unanimous vote of the Board creating TRIGID.

WHEREAS, the County by and through the BCC approved on July 18, 2000 pursuant to Resolution 00-85 a service plan modification for TRIGID to supply water and sewer services to customers. On the same date Ordinance No. 171 passed by unanimous vote of the BCC to add basic powers of furnishing water service and sewer service.

WHEREAS, the Tahoe-Reno Industrial Center ("TRI Center") is an area planned by the Storey County Master Plan to be a large industrial business park located in the northern portion of the County, in which water and sewer service is provided by TRIGID.

WHEREAS, general improvement districts are authorized under state law, NRS Chapter 318, to supply water and sanitary sewerage facilities to customers, and NRS 318.197 and 318.199 specify criteria to create rates, tolls, charges and services by a general improvement district for water and sewer service.

WHEREAS, on September 27, 2019 and October 25, 2019 a Notice of Hearing and information on how to obtain a Utility Rate Analysis Report dated October 21, 2019 ("Rate Study") prepared by Farr West Engineering, District Engineers for TRIGID was made available to all customers. Said Notice of Hearing and Rate Study are attached to this Resolution as Exhibit "A".

WHEREAS, the Rate Study analyzed revenue and expenditures of TRIGID and existing rates and charges of TRIGID to customers, in order to recommend proposed rates and charges that meet the future level of TRIGID expenditures.

WHEREAS, pursuant to NRS 318.199, a 30 days' notice of a public hearing by the TRIGID Board of Trustees (the "Board") on proposed rates and charges for water and sewer service, set for November 4, 2019, 2016 at 2:00 p.m. at the Storey County Administrative Center, 1705 Peru Drive, McCarran, Nevada 89434, was published in the Comstock Chronicle on October 4, 2019.

WHEREAS, on April 18, 2001 the Board adopted Resolution 2001-04 Establishing Rates, Tolls, Charges And Services For Water And Sewer Service By TRI General Improvement District, which approved the following:

- Rules, Regulations And Rates Of The TRI General Improvement District For Sewer Service

- Rules, Regulations And Rates Of The TRI General Improvement District For Water Service

These documents are referred to as the "Sewer Rules" and the "Water Rules", respectively, the provisions of which are incorporated into the Resolution by reference.

WHEREAS, an open public hearing on the adoption of amended rates and charges was held by the Board on November 4, 2019 at 2:00 p.m. within the District at the Storey County Administrative Center, located at 1705 Peru Drive, McCarran, Nevada 89434. The general public and TRIGID customers were given the opportunity to testify and comment, as well as to submit data, views or arguments orally or in writing at the hearing, whereupon the Board discussed and deliberated the proposed rates and charges.

WHEREAS, after discussion, upon motion made, seconded and unanimously approved, the Board made the following findings and passed the following resolutions.

Findings. The Board finds as follows.

1. Pursuant to NRS 318.197 and 318.199 the Board of Trustees of TRI General Improvement District may establish rates and charges for water and sewer service and may set new and changed rates and charges from time to time.
2. Pursuant to NRS 318.199(2) the Board caused the Notice of Hearing to be mailed by regular mail to all users (customers) of TRIGID more than 30 days prior to the scheduled hearing date.
3. Pursuant to NRS 318.199(3) notice was given by publication in a newspaper published in Storey County, the Comstock Chronicle, and said notice was not placed in that portion of the newspaper where legal notices and classified advertisements appear and the type used in the headline of the notice was not smaller than 18 point.
4. Pursuant to NRS 318.199(4), all users of water and sewer service in TRIGID were afforded a reasonable opportunity to submit data, views or arguments orally or in writing, both before the hearing set for 2:00 p.m. on November 4, 2019 and at said hearing.
5. The Board, having considered the Rate Study and all other data, views and arguments submitted, finds that in order for TRIGID to meet future obligations to provide water and sewer service and to pay expenditures of TRIGID to provide said services it is required that rates and charges be changed as proposed in the Rate Study.
6. Sections 4.1 of the Water Rules and the Sewer Rules provide that the Board may raise water and sewer rates when current rates are insufficient to pay all operating costs and

the monthly rates proposed in the Rate Study raise rates to a level that are projected to cover all operating costs.

Resolutions: The Board therefore passes the following resolutions.

RESOLVED, that rates and charges specified below are the new and changed rates and charges of TRIGID.

Table of Monthly Meter Fees Based on Size and Monthly Usage Fees

Meter Size	Water Service	Sewer Service	Hydrant Service
3/4"	$26.51	$27.44	$75.10
1"	$47.08	$33.81	
1-1/2"	$81.11	$54.39	
2"	$122.54	$101.43	
4"	$361.96	$293.58	
6"	$705.13	$473.57	
8"	$1,116.53	$757.23	
10"	$1,945.34	$2,094.98	
Usage Per 1,000 Gallons	$3.52	$2.69	$3.52

The revised industrial wastewater surcharge structure shall be based on the following equation:

$$\frac{\$}{1000gal} 2.69 + (BOD - 240) \times (0.00263) + (TSS - 240) \times (0.00211) + (TKN - 40) \times (0.01326)$$

BOD = 5 day Biological Oxygen Demand, mg/l
TSS = Total Suspended Solids, mg/l
TKN = Total Kjeldahl Nitrogen, mg/l

RESOLVED, that any rates, tolls, charges, services to be performed or products to be furnished which are currently in place other than the new and changed rates and charges established above remain unchanged.

RESOLVED, that the effective date of these resolutions shall be November 4, 2019.

MOTION MADE BY J. Barnes AND SECONDED BY L. Armas.

THOSE VOTING AYE: J. Barnes, L. Armas, K. Thompson

THOSE VOTING NAY: none

TRUSTEES OF THE TRI GENERAL IMPROVEMENT DISTRICT

By: _____
Kris Thompson, President

Attachment B-4

UNDERGROUND WATER

Well No. or WR Name	Permit/ Application	Status	Cert.	Cubic Feet Second	Acre Feet	Reduced From	MoU	Combined Duty	Notes	Owner Name	PCW Dates	PBU Dates	Notes
	No.		No.	(cfs)	(AFA)	(AFA)		(AFA)			Date	Date	
31149	31149	**CER**	**9673**	0.11	**3.36**		QM			TRI General Improvement District			
31285	31285	**CER**	**9655**	0.05	**2.24**		QM			TRI General Improvement District			
Well 1	61778	PER		0.5	**206.25**		QM	2195.29	**Permits Nos. 61778, 62256, 62257, 62258, 62260, 62261, 62262, 65603, 67176 & 69299 and 86556 have a total combined amount of NOT TO EXCEED 2195.29 AFA**	TRI General Improvement District		7/26/2020	
WF-1	62256	PER		0.5	**206.25**		QM			TRI General Improvement District	7/26/2020	7/26/2020	
Coyote	62257	PER		0.5	**206.25**		QM			TRI General Improvement District	7/26/2020	7/26/2020	
Well 2	**87183**	**Permit**		0.5	**206.25**		QM			TRI General Improvement District	*Filed 11/2018*	11/28/2022	Moved #62258 from W-3b
Well 2	62260	PER		0.75	**542.98**		QM			TRI General Improvement District		7/26/2020	
Well 4	62261	PER		0.75	**542.98**		QM			TRI General Improvement District		7/26/2020	
Tiger	62262	PER		0.75	**542.98**		QM			TRI General Improvement District	7/26/2020	7/26/2020	
NEW Well	86556	PER		0.75	**542.98**		QM			TRI General Improvement District	2/16/2020	2/16/2020	moved #62263
Well 2	65603	**CER**	**19656**	0.01872	**13.44**		QM			TRI General Improvement District			
Well 3	67176	PER		1	**240**		MUN			TRI General Improvement District		7/26/2020	
Well 3	69299	**CER**	**19574**	0.044	**31.85**		MUN			TRI General Improvement District			
w-6	65061	PER		2.5	**1000**		QM	2740	**Permit Nos. 65061-65071, & 76754 for a combined amount of NOT TO EXCEED 2740.00 AFA**	TRI General Improvement District	3/21/2020	3/21/2021	
w-5a	65062	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	*See #84003(denied 2016)*
W-11	65063	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
W-10a	65064	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
w-9	65065	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
S Comstock	65066	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
Well 6	65067	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
N Comstock	65068	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
w-8	65069	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
w-7	65070	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
MW-Target Range	65071	PER		2.5	**1000**		QM			TRI General Improvement District	3/21/2020	3/21/2021	
Well 5	76754	PER		2.5	**1000**		QM			TRI General Improvement District		3/12/2023	
Well 5	79685	**CER**	21049	0.0067	**2.11**		QM		Smith 2010 - Permit No. 60770	TRI General Improvement District			

Well 2	80159	PER		0.076	**55**		QM		TMWA - Permit No. 60877	TRI General Improvement District		7/26/2021	
Well 4	81718	PER		1	**180**		MUN		Western 102 Ranch Limited	TRI General Improvement District (85 afa) - Western 102 Ranch (beneficial use of 95 afa) -		8/30/2020	
Well 5	80304	**CER**	**21050**	0.0084	**2.63**		QM		Brian Smith 2010 - Permit No. 60770	TRI General Improvement District			
Granite Well	83083	PER		4.045	**32.575**		MUN	32.575	Granite Construction - Combined with 83084 for a total 32.575 afa	TRI General Improvement District	4/15/2021	4/15/2021	
	83084	PER					MUN		Granite Construction - Combined with 83083 for a total 32.575 afa	TRI General Improvement District	4/15/2021	4/15/2021	
Well 5	83085	**CER**	**21051**	0.158	**57.161**		MUN	57.161	Rock West - Combined with 83086 for a total 57.16 afa	TRI General Improvement District	*Filed Nov 2014*		
	83086	**CER**	**21052**				MUN		Rock West - Combined with 83085 for a total 57.16 afa	TRI General Improvement District	Filed Nov 2014		
Well 4	83299	PER		0.5	**9.1**		MUN		Peri Family 2013 - Permit 28864	TRI General Improvement District	*Filed May 2016*	5/6/2024	
Well 4	83300	PER		0.27	**11.3**		MUN		Peri Family 2013 - Permit 45313	TRI General Improvement District	*Filed May 2016*	5/6/2024	
Underground		**Total**			**5290.765**								

TRUCKEE RIVER WATER

Well No. or WR Name	Permit/ Application	Status	Cert.	Cubic Feet Second	Acre Feet	Reduced From	MoU	Combined Duty	Notes	Owner Name	PCW Dates	PBU Dates	Notes
TR	61886	PER		0.096	28.29		MUN		Fox June 2016 - TR Claim 346/347	TRI General Improvement District		1/16/2021	
TR	64368	PER		1.265	192.22		MUN		Hilton/Caesars	TRI General Improvement District		4/27/2021	
TR	65134	PER		1.298	45.14		Mun/Dom		TMWA Aug 2016 - TR Claim 311	TRI General Improvement District		9/24/2020	
TR	66589	PER		1.298	86.03		Mun/Dom		TMWA March 2015 - Permit 25915	TRI General Improvement District		5/26/2020	
TR	67467	PER		0.392	128.38		Mun/Dom		TMWA January 2017	TRI General Improvement District		8/18/2020	
TR	68273	PER		0.3616	118.46		MUN		TMWA Jan 2017	TRI General Improvement District		9/14/2020	
TR	70875	PER			299.14		MUN		Vidler June 2019	TRI General Improvement District		8/14/2023	Purchased June 2019 to SE June 2019
TR	72776	PER		0.226	40		Mun/Dom		Besso March 2015 TR Claim 50 & 50a	TRI General Improvement District		4/1/2021	
TR	73529	PER			32.43		MUN		CP Logistic Oct 2016	TRI General Improvement District		10/7/2020	
TR	73061	PER		0.346	58.52		MUN		Judson Trust/Miller	TRI General Improvement District		4/10/2021	
TR	73711	PER		0.0164	14.51		MUN			TRI General Improvement District		12/20/2020	
TR	74330	PER		0.106	17.76		MUN			TRI General Improvement District		11/20/2020	
TR	74908	PER		0.029	8.6		Mun/Dom		Campbell Const. TR Claim 337	TRI General Improvement District		4/6/2021	
TR	75029	PER		0.0656	13.51		MUN			TRI General Improvement District		4/26/2021	
TR	76790	PER		0.38	18.73		MUN		Nevada(S Virginia Ave)	TRI General Improvement District		7/17/2020	
TR	80230	PER		0.178	22.76		MUN		TR Claim 634 - TMWA Area	TRI General Improvement District		7/26/2021	
IW-1	85507	PER		3.1439	634.6	898.73	Mun/Ind		Moved 82927 from Reno Land & Water (Kiley) TR Claim 346/347	TRI General Improvement District	10/26/2020	10/26/2021	
Induct Well	83254	PER		1.1539	74.625	**110**	MUN		Annapurna Capital Partners 2010 - Permit 25915	TRI General Improvement District	7/24/2020	7/24/2020	
Induct Well	83296	PER		0.0033	0.47	**0.75**	MUN		Big Canyon Ranch 2013 Permit 65580	TRI General Improvement District	7/24/2020	7/24/2020	

Induct Well	83297	PER		0.001	0.125	**0.2**	MUN		Big Canyon Ranch 2013 Permit 65581, 83298	TRI General Improvement District	7/24/2020	7/24/2020	
IW-1	85505	PER		0.089	23.75	**38**	MUN		Big Canyon Ranch 2013 Permit 65582	TRI General Improvement District	4/21/2021	4/21/2021	
Induct Well	84004	PER		0.099	16.79	**26.86**	MUN		Collinsworth June 2014 - Permit 81394	TRI General Improvement District	10/10/2020	10/10/2020	
Induct Well	84005	PER		0.016	1.88	**3**	MUN		Lee Racicot June 2014 - Permit 77977	TRI General Improvement District	10/10/2020	10/10/2020	
Induct Well	84006	PER		0.0252	1.42	**2.55**	MUN		TMWA June 2014 - Permit 73529	TRI General Improvement District	10/10/2020	10/10/2020	
TR	81144	PER		0.0133	9.52		MUN			TRI General Improvement District		3/21/2022	
Induct Well	81246	PER		0.0923	21.13	30.42	MUN		TMWA 2013 - Permit 63620	TRI General Improvement District	12/27/2019	12/27/2020	
Induct Well	81247	PER		0.0081	0.78	1.25	MUN		Sterling Builders 2014 - TR 294/295	TRI General Improvement District	12/27/2020	12/27/2020	
Induct Well	81248	PER		*0.1228*	*16.03*	*29.88*	MUN		TMWA 2014 - Permits 63622, 71740 71741	TRI General Improvement District	12/27/2020	12/27/2020	
Induct Well	82338	PER		*0.347*	36.38	58.19	MUN		TMWA 2012 - Permit 62287	TRI General Improvement District	12/27/2020	12/27/2020	
TR	85734	PER			24.06		MUN		CFCP, LLC	TRI General Improvement District		8/12/2026	Title to State May 2018
TR	88033	PER			95.26		MUN		Rancharrah Holdings	TRI General Improvement District	10/29/2020	10/29/2023	Title to State Oct 2018
TR	Claim 76/76a	Decree			10		DEC		US Geomatics	TRI General Improvement District			Purchased June 2019 to SE June 2019
TR	Claim 623	Decree		*1.33*	6		DEC		Scott Family June 2016	TRI General Improvement District			
TR	Claim 271	Decree			23.6		DEC		Canton Properties October 2014	TRI General Improvement District			

TR	Claim 272	Decree			24.96		DEC		Canton Properties October 2014	TRI General Improvement District			
TR	Claim 207/208.5	Decree			352.609		DEC		Middlefork (Ranchharrah)	TRI General Improvement District			
TR	Claim 208.5	Decree			8		DEC		US Geomatics	TRI General Improvement District			Purchased June 2019 to SE June 2019
TR	Claim 207	Decree			45.349		DEC		Merchant & Water Co	TRI General Improvement District			Purchased June 2018
TR	Claim 207	Decree			19.453		DEC		Rancharrah Holdings	TRI General Improvement District			Purchased Oct 2018
TR	Claim 208.5	Decree			48.89		DEC		Rancharrah Commer	TRI General Improvement District			Purchased Aug 2018
TR	Claim 47	Decree			250		DEC		Reno Land & Dev. April 2016	TRI General Improvement District			
TR	Claim 46	Decree			14.265		DEC		Barbara Iler April 2019	TRI General Improvement District			
TR	Claim 17, 31,33,46,47,49,48,94	Decree			485.09		DEC		Reno Land & Dev. April 2015	TRI General Improvement District			Claim 46 was short by 15.29 afa (working with RLD)
TR	Claim 19	Decree			16		DEC		US Geomatics	TRI General Improvement District			Purchased June 2019 To SE June 2019
TR	Claim 147	Decree			3.04		DEC		US Geomatics	TRI General Improvement District			Purchased June 2019 To SE June 2019
TR	Claim 477	Decree			3.33		DEC		US Geomatics	TRI General Improvement District			Purchased June 2019 To SE June 2019
TR	Claim 191	Decree			2.51		DEC		TMWA June 2019 - TR Claim 1941	TRI General Improvement District			July 2020 Permit No. 63620 but was cancelled back to Decreed Place of Use
						1199.83							

(TR) Truckee River Surface Water Total **3391.886**

STEAMBOAT and THOMAS CREEK

Claim 680,681,682,683	80855	PER			**28.6142**		Instream Flow		Barbara Reed October 2014	TRI General Improvement District	*Filed April 2016*	3/30/2021	100% above gauge 53.7658 sold in June 2019 100.77 sold in June 2018 #4827067
Claim 709 and 710	72371	PER			**9.6**		Instream Flow		Campbell Const	TRI General Improvement District		4/27/2021	92% / 49%
Claim 680,681,682,683	70925	PER			**160**		Instream Flow		Western Supply Co.	TRI General Improvement District		10/23/2020	100% above gauge
Claim 685/686	86044	PER			**17.96**		Instream Flow		RT Merchant Christopher Mitchell	TRI General Improvement District	9/8/2020	9/8/2020	100% above gauge
Claim 685,686,660,663	Steamboat Creek	Decreed			**19.67**		DEC		Togialliti March 2015	TRI General Improvement District			100% above gauge
Claim 685,686,660,663	Steamboat Creek	Decreed			**11.87**		DEC		Miles May 2015	TRI General Improvement District			100% above gauge
Creek Rights		Total			**247.7142**								

Attachment B-5

TRIGID WATER RIGHTS BUDGETS

Water Rights Commitments for Process Water		Water Rights for Domestic Use
Entity	A.F.	A.F.
Reno Supernap, LLC	3,330	
Silver Slate, LLC	2,500	
Tesla, Inc.	1,600	
Blockchains, LLC	1,800	
Emerald City Empire, LLC	510	
Comstock TRIC Associates, LLC	200	
Ryze Renewables, LLC	60	
	10,000	2,290*

* Includes 655.3269 a.f. allocated to Prior High Use Water Customers using potable water system. The balance of 1634.6731 a.f. is reserved for domestic uses of customers.

HIGH WATER USERS ON POTABLE WATER SYSTEM

Entity	A.F. (over domestic use)
Hardie	265
Fulcrum	155
Cemex	10
PPG	13
Ardagh	34
PetSmart	10
Reno Land & Water	30
Marriot	15
Nevada Express Corp.	18
Fady Mehanna	3
Denmark and Venice No. 1 LLC	30
Thanh van Hoge Trust	5

Lima Land Co. LLC	9
MRB Realty	2
Edgewater Investments	21
Can and Company	20
Sparks Hotels, LLC	14
Beauregard Ventures	.1469
Cedar Sage	1.18
	655.3269

Attachment C

MASTER PROCESS WATER PROJECT LIST

Item	TMWRF Pipeline Projects - Off Site	Design	Construction Management	Construction	Other	Contingency	Total
1	TMWRF Pump Station	$ 550,000	$ 501,818	$ 4,442,007		$ -	$ 5,493,825
2	TMWRF Off Site Pipeline	$ 1,259,411	$ 1,008,113	$ 23,555,613	$ 2,608,000	$ 2,000,000[1]	$ 30,431,137
						Total Off-site Improvements:	**$ 35,924,962**

Item	Phase 1 On-Site Projects						
1	Induction Well 1 & 2 and Pipeline to Reservoi	$ 239,000	$ 209,000	$ 2,400,000[2]		$ 360,000	$ 3,208,000
2	Well 2 Treatment Plant	$ 210,581	$ 20,000	$ 1,000,000	$ -		$ 1,230,581
3	Storage Reservoir Upgrades	$ 613,646	$ 608,470	$ 13,286,500			$ 14,508,616
4-a	Reservoir Pump Station[4]	$ 258,295	$ 193,721	$ 2,807,557		$ 421,134	$ 3,680,707
4-b	Reservoir Booster Pump Station	$ 344,279	$ 258,209	$ 3,742,163		$ 561,324	$ 4,905,976
4-c	Blending Tank[4]	$ 155,960	$ 116,970	$ 1,695,217		$ 254,283	$ 2,222,429
4-d	Reservoir Transmission Main	$ 545,891	$ 409,419	$ 5,933,603		$ 890,040	$ 7,778,954
5	3MG Peru Tank	$ 22,141	$ 9,332	$ 1,700,000	$ -		$ 1,731,473
6-a	Well 07	$ 145,000	$ -	$ 1,091,421	$ 500,000		$ 1,736,421
6-b	Well 08	$ 145,000	$ -	$ 663,801	$ 500,000		$ 1,308,801
6-c	Well 09	$ 125,000	$ 144,000	$ 1,100,000	$ 500,000	$ 300,000[3]	$ 2,169,000
7	On-Site TMWRF Pipeline	$ 235,822	$ 188,767	$ 4,412,718	$ 0		$ 4,837,307
						Total On-site Improvements:	**$ 49,318,264**

Total of All Projects: $ 85,243,226

Footnotes:

1 Includes estimate of new alignment costs, litigation expenses and increased right-of-way costs

2 Includes estimate of induction well drilling costs

3 Assumes three exploratory wells at $100,000 each

4 May be built by others, not the Master Developer

Attachment D-1

EideBailly

CPAs & BUSINESS ADVISORS

March 4, 2020

To the Board of Trustees
TRI General Improvement District
McCarran, Nevada

We have audited the financial statements of TRI General Improvement District as of and for the year ended June 30, 2019, and have issued our report thereon dated March 4, 2020. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*
As communicated in our engagement letter dated May 10, 2019, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of TRI General Improvement District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 4, 2020.

Planned Scope and Timing of the Audit
We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence
The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by TRI General Improvement District is included in Note A to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive accounting estimates affecting the financial statements are:

- Management's estimate of the capital assets which were donated to the District. The District utilized an engineer to develop the value of the capital assets and water rights which have been included in the financial statements. Capital asset values were based upon current replacement costs and adjusted based upon the date of the assets. Water rights were determined based upon data provided to the respective counties upon transfer to the District.

- Management's estimate of accumulated depreciation is based on the estimated lives for capital assets based upon historical knowledge of similar assets and current expected lives.

Financial Statement Disclosures
Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements relate to:

- The restatement resulting from capital assets not properly included by the District as noted in Note 7.

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit
We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements
Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- Correct expenses to the appropriate category $33,106
- Record current year capital contribution $3,235,886
- Add prior period capital assets, net of related depreciation $100,833,508
- Record current year depreciation expense for added assets $1,013,573

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management
We have requested certain written representations from management that are included in the management representation letter dated March 4, 2020.

Management's Consultations with Other Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues
In the normal course of our professional association with TRI General Improvement District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as TRI General Improvement District's auditors.

Modification of the Auditor's Report
We have made the following modification to our auditor's report. As discussed in Note 7 to the financial statements, certain errors in the 2018 financial statements were discovered by management of the District during the current year. Accordingly, amounts reported for capital assets have been restated in and a prior period adjustment is reported. Our opinion is not modified with respect to this matter.

This report is intended solely for the information and use of the Board of Trustees and management of the TRI General Improvement District and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Reno, Nevada

Financial Statements
June 30, 2019

TRI General Improvement District

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TRI General Improvement District

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Independent Auditor's Report

To the Board of Trustees
TRI General Improvement District
McCarran, Nevada

Report on Financial Statements
We have audited the accompanying financial statements of the business-type activities of TRI General Improvement District (the "District") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects the business-type activities of the District, as of June 30, 2019, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Correction of an Error
As discussed in Note 7 to the financial statements, certain errors in the 2018 financial statements were discovered by management of the District during the current year. Accordingly, amounts reported for net position have been restated. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information
Management has omitted the management discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the District's basic financial statements. The budgetary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The budgetary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated March 4, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of TRI General Improvement District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Eide Bailly LLP

Reno, Nevada
March 4, 2020

TRI General Improvement District
Statement of Net Position
June 30, 2019

Assets	
Current assets	
Cash	$ 2,077,281
Accounts receivable	176,398
Prepaid insurance	53,417
Total current assets	2,307,096
Noncurrent assets	
Capital assets	
Capital assets not being depreciated	51,504,446
Capital assets being depreciated	54,100,736
	105,605,182
Total assets	107,912,278
Liabilities	
Current liabilities	
Accounts payable	114,505
Net Position	
Invested in capital assets	105,605,182
Unrestricted	2,192,591
Total net position	$ 107,797,773

TRI General Improvement District

Statement of Revenue, Expenses, and Changes in Net Position

Year Ended June 30, 2019

Operating Revenue	
Charges for water services	$ 1,808,298
Operating Expenses	
Accounting and legal	72,757
Automobile	13,110
Chemicals	89,719
Contracted labor and benefits	10,000
Depreciation	1,174,456
Engineering and fees	294,534
Insurance	52,213
Licenses and permits	14,308
Repairs, maintenance and supplies	240,371
Outside technical utility services	377,587
Office	24,151
Telephone	1,401
Utilities	298,835
Total operating expenses	2,663,442
Operating Loss	(855,144)
Nonoperating Revenue	
Land lease	10,000
Investment income	8,062
Total nonoperating revenue	18,062
Loss Before Capital Contributions	(837,082)
Capital Contributions	
Capital asset contributions	3,235,886
Connection fees	480,131
	3,716,017
Change in Net Position	2,878,935
Total Net Position, Beginning of Year, as Previously Reported	4,085,330
Restatement	100,833,508
Total Net Position, Beginning of Year, as Restated	104,918,838
Total Net Position, End of Year	$ 107,797,773

See Notes to Financial Statements

TRI General Improvement District

Statement of Cash Flows
Year Ended June 30, 2019

Cash Flows from Operating Activities	
Receipts from customers	$ 1,788,945
Payments to suppliers	(1,591,335)
Payments to employees and related taxes and benefits	(10,000)
Net Cash Flows from Operating Activities	187,610
Cash Flows from Noncapital and Related Financing Activities	
Investment income	8,062
Net Cash from Noncapital and Related Financing Activities	8,062
Cash Flows from Capital and Related Financing Activities	
Capital asset contributions	
Connection fees	480,131
Acquisition of capital assets	(756,656)
Land lease	10,000
Net Cash Flows used for Capital and Related Financing Activities	(266,525)
Net Change in Cash	(70,853)
Cash, Beginning of Year	2,148,134
Cash, End of Year	$ 2,077,281
Reconciliation of Operating Income to Net Cash Flows from Operating Activities	
Operating income	$ (855,144)
Adjustments to reconcile operating income to net cash flows from operating activities	
Depreciation	1,174,456
Change in current assets and liabilities	
Accounts receivable	(19,353)
Prepaid insurance	(3,787)
Accounts payable	(108,562)
Net Cash Flows from Operating Activities	$ 187,610
Supplmental Cash Flow Information	
Contributed capital assets	$ 3,235,886

See Notes to Financial Statements

Note 1 - Summary of Significant Accounting Policies

Reporting Entity

The TRI General Improvement District (District) was formed in 2000. The District has been charged with the responsibility of providing water and sewer services for the land owners of the Tahoe-Reno Industrial Center located in Storey County, Nevada. The District is governed by a Board of Trustees that is elected by the District taxpayers. In addition, the District is required to abide by regulations established by Storey County and the State of Nevada.

The financial statements have been prepared in accordance with U.S. generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The District has no component units that are required to be combined in the financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

The District's financial activities are accounted for in a proprietary fund, specifically, an enterprise fund. An enterprise fund accounts for operations that are financed and operated in a manner similar to those found in the private business sector, where the costs of providing goods or services to the general public on a continuing basis are recovered primarily through user charges.

GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, requires the Board to apply all applicable GASB pronouncements and, unless they conflict with or contradict GASB pronouncements all Financial Accounting Standards Board (FASB) Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins issued on or before November 30, 1989. Accordingly, the District has not applied FASB pronouncements issued after that date.

The District maintains its accounting records on the accrual basis of accounting wherein revenues are recognized when earned and become measurable, and expenses are recognized when incurred. All assets and liabilities associated with the operations are included on the statement of net position. Net position is segregated into invested in capital assets and unrestricted components.

Proprietary funds distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the enterprise fund is comprised of charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expense, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

Budgets and Budgetary Accounting

The District adheres to the Local Government Budget Act incorporated within Statutes of the State of Nevada. These Statutes provide for the preparation, filing, notice, public hearing, and adoption in connection with the budgetary process for Nevada local governments Budgets are adopted on a basis consistent with generally accepted accounting principles. Budget amendments must be approved by the Board of Trustees. All annual appropriations lapse at year-end.

On or before April 15, the Board of Trustees files a tentative budget with the Nevada Department of Taxation. Public hearings on the tentative budget are held and a final budget must be prepared and adopted no later than June 1.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, cash equivalents are defined as short-term highly liquid investments, generally with original maturities of three months or less. The District does not have any investments that are considered to be cash equivalents at June 30, 2019.

Cash is maintained in one commercial bank in Reno, Nevada. The funds are deposited in a commercial bank that participates in the state collateral pool program and thereby secures all cash and cash equivalents deposited with the bank. Therefore, the District does not need to have a deposit policy related to custodial credit risk.

The District's bank accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in the aggregate. Excess balances are collateralized in the state collateral pool by Western Alliance Bank.

Accounts Receivable

Accounts receivable is comprised of monthly water and sewer meter fees. The District has not established an allowance for doubtful accounts as it believes all accounts are collectible at June 30, 2019.

Capital Assets

Capital assets with a cost of $1,000 or more and a life greater than one year are capitalized and are stated at cost. Donated capital assets are valued at acquisition value at the date of donation. Depreciation is computed using the straight-line method for all assets over the estimated useful lives of the assets, which range from five to forty years.

The cost of maintenance and repairs is charged to expense as incurred. Significant renewals and betterments are capitalized.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income for the period.

Equity Classifications

Equity is classified as net position and displayed in two components:

- Invested in capital assets – consists of capital assets, net of accumulated depreciation.
- Unrestricted net position – consists of amounts designated for major repairs and replacements and all other net position that do not meet the definition of "invested in capital assets."

The District has obtained a reserve study that is updated periodically to ensure there are adequate designated reserves on hand to meet future repair and replacement requirements.

As of June 30, 2019, the District's unaudited theoretical reserve balance is approximately $2,387,252. The District has $1,727,330 designated cash reserves at June 30, 2019.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Note 2 - Compliance with Nevada Revised Statutes and the Nevada Administrative Code

The District conformed to all significant statutory constraints on its financial administration during the year.

Note 3 - Cash

By provision of statutes, the District is authorized to deposit all money in banks or savings and loan associations located in the State of Nevada and must be subject to withdrawal on demand. Custodial credit risk is the risk that in the event of a bank or brokerage failure, the Board's deposits may not be returned. District's bank deposits are covered by Federal Deposit Insurance Corporation (FDIC) insurance. Of the bank balances each bank is insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). In addition, the District participates in the Nevada Pooled Collateral program through one of the individual banks, which insures the balances that are in excess of FDIC amounts.

At June 30, 2019, the carrying amount of the District's cash in banks was $2,077,281 and the bank balance was $2,077,281.

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair-value of an investment. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing rates. The District does not have a formal policy regarding credit risk or concentration of credit risk.

Note 4 - Capital Assets

Capital asset activity consists of the following for the year ended June 30, 2019:

	June 30 2018 (restated)	Additions	Disposals	June 30, 2019
Capital Assets, Not Being Depreciated				
Land	$ 215,314	$ -	$ -	$ 215,314
Water rights	48,053,246	3,235,886	-	51,289,132
Total capital assets not being depreciated	$ 48,268,560	$ 3,235,886	$ -	$ 51,504,446
Capital Assets, Being Depreciated				
Sewer treament facility and improvements	$ 63,246,979	$ 562,955	$ -	$ 63,809,934
Well houses	2,982,742	193,701	-	3,176,443
Roadway	125,319	-	-	125,319
Equipment	343,109	-	-	343,109
Vechicles	65,056	-	-	65,056
Momument signs	10,000	-	-	10,000
Total capital assets being depreciated	66,773,205	756,656	-	67,529,861
Less Accumulated Depreciation				
Sewer treament facility and improvements	10,658,508	1,028,579	-	11,687,087
Well houses	1,334,955	119,983	-	1,454,938
Roadway	105,477	6,266	-	111,743
Equipment	98,272	15,567	-	113,839
Vechicles	47,457	4,061	-	51,518
Momument signs	10,000	-	-	10,000
Total accumulated depreciation	12,254,669	1,174,456	-	13,429,125
Total Capital Assets Being Depreciated, Net	54,518,536	(417,800)	-	54,100,736
Net Capital Assets	$ 102,787,096	$ 2,818,086	$ -	$105,605,182

Note 5 - Commitments, Contingencies and Risk Management

There were no claims pending or unresolved disputes involving the District at June 30, 2019.

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of these risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District.

The District has entered into agreements for engineering and vendor services relating to various projects for work to be performed in the next fiscal year totaling approximately $632,000 of which $54,000 is remaining to be expended.

Note 6 - Agreements and Subsequent Events

An Operating Agreement was entered into between the District and TRI Water and Sewer Company (Company) on March 7, 2001. The agreement provides for the Company to operate and maintain the water and sewer systems on behalf of the District. The agreement also stipulates that the Company will be paid all income received by the District from fees, charges and rates established by the rules, except for the connection fees paid by customers that are considered reserve funds to be utilized for repairs and maintenance of the District facilities. Even though it is allowable under the agreement, the Company has not historically collected any income received by the District. The agreement also stipulates that the Company is required to pay cash subsidies to the District as needed, which has occurred in past years, but did not to occur in the year ending June 30, 2019. The referenced operating agreement between the Company and the District will be terminated on June 30, 2020.

As stated in the Operating Agreement, the District owns, leases or otherwise has title and control of all real estate, water rights, and water and sewer improvements. TRI LLC (Master Developer) owns the beneficial interest in a portion of the water rights, along with other key process water stakeholders, and existing and future customers within the District service area. As part of the District transition and the termination of the operating agreement, the District is currently negotiating with TRI LLC regarding their future ability to assign the beneficial interest in water rights banked with the District.

Note 7 - Restatement

During 2019, management identified errors within previously issued financial statements that, when evaluated in the aggregate, warranted restatement of those financial statements. The June 30, 2018 financial statements omitted certain capital assets not being depreciated and capital assets being depreciated. Water and sewer treatment system and water rights which are under the control of the District, however were not purchased or constructed by the District were not properly included. These capital assets and water rights were transferred to the control of the District in prior years, therefore in accordance with generally accepted accounting principles should have been included in the Districts financial statements. Accordingly, amounts reported for capital assets have been restated. The net position at July 1, 2018 was restated by an increase of $100,833,508.

Supplementary Information
June 30, 2019

TRI General Improvement District

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TRI General Improvement District

Statement of Revenue, Expenses, and Changes in Net Position – Budget and Actual

June 30, 2019

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Operating Revenue				
Charges for water services	$ 1,825,000	$ 1,825,000	$ 1,808,298	$ (16,702)
Operating Expenses				
Accounting and legal	30,000	30,000	72,757	(42,757)
Automobile	5,844	5,844	13,110	(7,266)
Chemicals	43,161	43,161	89,719	(46,558)
Contracted labor and benefits	61,073	61,073	10,000	51,073
Depreciation	125,000	125,000	1,174,456	(1,049,456)
Engineering and fees	87,899	87,899	294,534	(206,635)
Insurance	63,800	63,800	52,213	11,587
License and permits	4,596	4,596	14,308	(9,712)
Repairs, maintenance and supplies	774,780	774,780	240,371	534,409
Outside technical utility services	366,400	366,400	377,587	(11,187)
Office	21,398	21,398	24,151	(2,753)
Telephone	1,844	1,844	1,401	443
Utilities	221,065	221,065	298,835	(77,770)
Total operating expenses	1,806,860	1,806,860	2,663,442	(856,582)
Operating Income (Loss)	18,140	18,140	(855,144)	(873,284)
Nonoperating Revenue				
Land lease	-	-	10,000	10,000
Investment income	5,000	5,000	8,062	3,062
Income (Loss) Before Capital Contributions	23,140	23,140	(837,082)	(860,222)
Capital Contributions				
Connection fees	125,000	125,000	480,131	355,131
Total capital contributions	125,000	125,000	480,131	355,131
Change in Net Position	$ 148,140	$ 148,140	$ (356,951)	$ (505,091)
Total Net Position, Beginning of Year, as Previously Reported			4,085,330	
Restatement			100,833,508	
Total Net Position, Beginning of Year, as Restated			104,918,838	
Total Net Position, End of Year			$ 104,561,887	

Compliance Section
June 30, 2019

TRI General Improvement District

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CPAs & BUSINESS ADVISORS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees
TRI General Improvement District
McCarran, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of TRI General Improvement District, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise TRI General Improvement District's basic financial statements, and have issued our report thereon dated March 4, 2020.

Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as item 2019-001 that we consider to be a material weakness.

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Compliance and Other Matters
As part of obtaining reasonable assurance about whether TRI General Improvement District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

TRI General Improvement District's Response to Findings
TRI General Improvement District's response to the findings identified in our audit are described in the accompanying *schedule of findings and responses*. TRI General Improvement District's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Reno, Nevada
March 4, 2020

2019-001: Financial Reporting Material Weakness

Criteria: Management is responsible for establishing and maintaining an effective system of internal control over financial statement reporting. One of the components of an effective system of internal control over financial reporting is the preparation of full disclosure financial statements that do not require adjustment as part of the audit process.

Condition: As auditors, we assisted in the preparation of the financial statements, and proposed several journal entries to reclassify expenses to the proper expense and record capital assets. Sewer and water treatment facilities and water rights which were transferred to the control of the District in prior years was not properly included in the financial statements of the District, the error was noted in the current audit and a restatement has been reported.

Cause: Procedures have not been implemented to ensure District personnel possess the experience to prepare the District's full disclosure financial statements in accordance with generally accepted accounting principles and appropriate review of reconciliations of all accounts with supporting documentation has not been implemented.

Effect: Financial information prepared by the District may not comply with generally accepted accounting principles.

Recommendation:
We recommend the District implement procedures to provide training in the preparation of governmental financial statements in accordance with generally accepted accounting principles and management review and approve all reconciliations.

Views of Responsible
Officials: TRI General Improvement District agrees with this finding.

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CPAs & BUSINESS ADVISORS

Auditors' Comments

To the Board of Trustees
TRI General Improvement District
McCarran, Nevada

In connection with our audit of the financial statements of the TRI General Improvement District (District) as of and for the year ended June 30, 2019, and the related notes to the financial statements, nothing came to our attention that caused us to believe that the District failed to comply with the specific requirements of Nevada Revised Statutes cited below. However, our audit was not directed primarily toward obtaining knowledge of noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the requirements of Nevada Revised Statutes cited below, insofar as they relate to accounting matters.

Current Year Statute Compliance
The required disclosure on compliance with the Nevada Revised Statutes and the Nevada Administrative Code is contained in Note 2 to the financial statements.

Progress on Prior Year Statute Compliance
The District monitored all significant constraints on its financial administration during the year ended June 30, 2019.

Current Year Recommendations
No material weaknesses or significant deficiencies reported.

Progress on Prior Year Recommendations
No material weaknesses or significant deficiencies were noted.

Nevada Revised Statute 354.6241
In connection with our audit, nothing came to our attention that caused us to believe that the District had not complied in all material respects with NRS 354.6241, including:

- Use of funds established
- Use of generally accepted accounting principles
- Limitations on reserves
- Recording sources of revenue and transfers available
- Statutory and regulatory requirements applicable to the fund
- Ending retained earning amounts

Eide Bailly LLP

Reno, Nevada
March 4, 2020

TRI GENERAL IMPROVEMENT DISTRICT

Management's Discussion and Analysis

June 30, 2019

As management of the TRI General Improvement District (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2019.

Financial Highlights

- The assets of the TRI General Improvement District exceeded its liabilities at the close of the current fiscal year by $107,797,773. Of this amount $2,192,591 is *unrestricted, undesignated net position* that may be used to meet the District's ongoing obligations to users and creditors. The remaining amounts is invested in capital assets ($105,605,182).
- The District's *total net position* increased by $103,712,443 during the current year. $100,833,508 was due to a restatement for capital assets and $2,878,935 was current year change in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the TRI General Improvement District's financial statements. The District's basic financial statements comprise two components: 1) government-wide financial statements and 2) notes to the financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

The financial statements have been prepared in accordance with generally accepted accounting principles as they apply to governmental units. The financial statements include a statement of net position, a statement of revenue, expenses and changes in net position, a statement of cash flows, and notes to the financial statements.

The statement of net position presents the financial position of the District on the full accrual basis as net position. This statement provides information on the District's assets and liabilities with the difference reported as net position and information about the nature and amount of resources and obligations at year-end. Over time, increases and decreases in net position are one indicator of whether the financial position of the District is improving or deteriorating.

The statement of revenue, expenses, and changes in net position presents the results of the activities over the course of the fiscal year and information as to how the net position changed during the most recent year. The changes in net position under the full accrual method are recorded as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows.

The notes to the financial statements provide required disclosures and other information that are essential to a full understanding of material data provided in the statements. The notes present information about the District's accounting policies, significant account balances and activities, material risks, obligations, commitments, contingencies and subsequent events, if any.

The District also adopts annual appropriated budgets. Budgetary comparison statements have been provided to demonstrate compliance with the budget.

TRI GENERAL IMPROVEMENT DISTRICT

Statement of Net Position

Years Ended June 30,	2019	2018
Cash	$ 2,077,281	$ 2,148,134
Accounts receivable	176,398	157,045
Prepaid expenses	53,417	49,630
Capital assets	105,605,182	1,953,588
Total assets	107,912,278	4,308,397
Liabilities	114,505	223,067
Net position	$ 107,797,773	$ 4,085,330

The largest portion of the TRI General Improvement District's net position (98%) reflects its investment in capital assets (e.g. buildings (including treatment facilities), well houses and machinery and equipment). The District uses these capital assets to provide services to users; consequently, these assets are *not* available for future spending.

The remaining balance of *unrestricted net position* ($2,192,591), may be used to meet the District's ongoing obligations to its users and creditors.

Statement of Revenue and Expenses

Years Ended June 30,	2019	2018
Charges for water services	$ 1,808,298	$ 1,469,206
Land lease	10,000	3,000
Investment income	8,062	5,083
Capital asset contributions	3,235,886	-
Connection fees	480,131	102,948
Total revenue and capital contributions	$ 5,542,377	$ 1,580,237

Revenue and Capital Contributions: Total revenue received by the District for the year ended June 30, 2019 was $5,542,377 representing a $3,962,140 increase over the year ended June 30, 2018. The largest increase is due to a capital asset contribution. In addition, there were additional charges for water services. Capital contribution for connection fees totaled $102,948 which represents an increase of 377,183.

Years Ended June 30,	2019	2018
Operating expenses	$ 1,488,986	$ 550,815
Depreciation	1,174,456	107,426
Total operating expenses	$ 2,663,442	$ 1,431,176

TRI GENERAL IMPROVEMENT DISTRICT

Management's Discussion and Analysis (Continued)

June 30, 2019

Expenses: Operating expenses for the year end June 30, 2019 totaled $2,663,442 representing an increase over the year ended June 30, 2018 of $1,232,266. The increase is primarily due to depreciation expense in the current year which increased $1,067,030.

Budgetary Highlights

Charges for water services are the primary sources of revenue. Actual general fund revenue was 1% lower than budgeted. Expenses were higher than budget by 47% with higher than expected depreciation expenses by 840% and lower than expected repairs, maintenance and supplies by 69%.

Capital Asset and Debt Administration

At year-end, the TRI General Improvement District's investment in capital assets totaled $105,605,182 representing an increase from the year ended June 30, 2018 of $103,651,594. The increase is due to a restatement from prior year of $103,712,443, capital asset contribution in the current year of $3,235,886 and additional current year purchases of equipment and facility improvements of $756,656 and an offsetting decrease due to depreciation expense recognized.

The District has no outstanding debt obligations.

Economic Factors and Next Year's Budget and Rates

The National economy, and in turn Nevada's economy, has recovered and a positive trend continues into fiscal year 2019 (FY19). The TRI General Improvement District's projected revenue from user fees are expected to increase approximately 24% to $1,825,000 due to a rate increase in November 2019. Expenses are also expected to increase approximately 26% to $1,806,860 due to the addition of GID staff and the associated salaries and benefit expenses.

Requests for Information

This financial report is designed to provide a general overview of the TRI General Improvement District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District Manager, TRI General Improvement District, 1705 Peru Dr Ste 104, McCarran, NV 89437.

Attachment D-2

TRI GENERAL IMPROVEMENT DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2018

TRI GENERAL IMPROVEMENT DISTRICT
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JUNE 30, 2016

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees of the
TRI General Improvement District

Report on Financial Statements

We have audited the accompanying financial statements of the business-type activities of TRI General Improvement District (the "District") as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects the business-type activities of the District, as of June 30, 2018, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Management has omitted the management discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

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Supplementary Information

Our audit was conducted for the purpose of forming opinions on the District's basic financial statements. The budgetary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The budgetary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 21, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Kohn & Company LLP

Reno, Nevada
November 21, 2018

TRI GENERAL IMPROVEMENT DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2018

ASSETS		
CURRENT ASSETS		
Cash	$	2,148,134
Accounts receivable		157,045
Prepaid insurance		49,630
Total current assets		2,354,809
NONCURRENT ASSETS		
Capital assets		
Property and equipment, net of accumulated depreciation of $1,110,808		1,953,588
Total assets		4,308,397
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable		223,067
NET POSITION		
Invested in capital assets, net		1,953,588
Unrestricted		
Designated for major repairs and replacements		1,469,923
Undesignated		661,819
Total net position	$	4,085,330

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See accompanying notes

TRI GENERAL IMPROVEMENT DISTRICT
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2018

OPERATING REVENUE		
Charges for water services	$	1,469,206
OPERATING EXPENSES		
Accounting and legal		137,157
Automobile		7,501
Chemicals		39,820
Contracted labor and benefits		57,095
Depreciation		107,426
Engineering and fees		122,722
Insurance		44,864
Licenses and permits		13,192
Repairs, maintenance and supplies		453,526
Outside technical utility services		179,727
Office		30,465
Telephone		1,319
Utilities		236,360
Total operating expenses		1,431,176
Operating income		38,030
NONOPERATING REVENUE		
Land lease		3,000
Investment income		5,083
Income before capital contributions		46,113
CAPITAL CONTRIBUTIONS		
Connection fees		102,948
Change in net position		149,061
TOTAL NET POSITION, July 1		3,936,269
TOTAL NET POSITION, June 30	$	4,085,330

See accompanying notes

TRI GENERAL IMPROVEMENT DISTRICT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 1,465,523
Payments to suppliers	(1,100,129)
Payments to employees and related taxes and benefits	(57,095)
Net cash flows from operating activities	308,299
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES	
Investment income	5,083
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Connection fees	102,948
Acquisition of capital assets	(208,268)
Land lease	3,000
Net cash flows from capital and related financing activities	(102,320)
NET CHANGE IN CASH	211,062
CASH, July 1	1,937,072
CASH, June 30	$ 2,148,134
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Operating income	$ 38,030
Adjustments to reconcile operating income to net cash flows from operating activities	
Depreciation	107,426
Change in current assets and liabilities	
(Increase) decrease in:	
Accounts receivable, net	(3,683)
Prepaid insurance	(5,882)
Accounts payable	172,408
Net cash flows from operating activities	$ 308,299
SUMMARY OF NONCASH INVESTING AND FINANCING ACTIVITIES	
None	$ -

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See accompanying notes

NOTES TO FINANCIAL STATEMENTS

TRI GENERAL IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The TRI General Improvement District (District) was formed in 2000. The District has been charged with the responsibility of providing water and sewer services for the land owners of the Tahoe-Reno Industrial Center located in Storey County, Nevada. The District is governed by a Board of Trustees that is elected by the District taxpayers. In addition, the District is required to abide by regulations established by Storey County and the State of Nevada.

The financial statements have been prepared in accordance with U.S. generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The District has no component units that are required to be combined in the financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

The District's financial activities are accounted for in a proprietary fund, specifically, an enterprise fund. An enterprise fund accounts for operations that are financed and operated in a manner similar to those found in the private business sector, where the costs of providing goods or services to the general public on a continuing basis are recovered primarily through user charges.

GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, requires the Board to apply all applicable GASB pronouncements and, unless they conflict with or contradict GASB pronouncements all Financial Accounting Standards Board (FASB) Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins issued on or before November 30, 1989. Accordingly, the District has not applied FASB pronouncements issued after that date.

The District maintains its accounting records on the accrual basis of accounting wherein revenues are recognized when earned and become measurable, and expenses are recognized when incurred. All assets and liabilities associated with the operations are included on the statement of net position. Net position is segregated into invested in capital assets and unrestricted components.

Proprietary funds distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the enterprise fund is comprised of charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expense, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

Budgets and Budgetary Accounting

The District adheres to the Local Government Budget Act incorporated within Statutes of the State of Nevada. These Statutes provide for the preparation, filing, notice, public hearing, and adoption in connection with the budgetary process for Nevada local governments. Budgets are adopted on a basis consistent with generally accepted accounting principles. Budget amendments must be approved by the Board of Trustees. All annual appropriations lapse at year-end.

On or before April 15, the Board of Trustees files a tentative budget with the Nevada Department of Taxation. Public hearings on the tentative budget are held and a final budget must be prepared and adopted no later than June 1.

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TRI GENERAL IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For the purposes of the statement of cash flows, cash equivalents are defined as short-term highly liquid investments, generally with original maturities of three months or less. The District does not have any investments that are considered to be cash equivalents at June 30, 2018.

Cash is maintained in one commercial bank in Reno, Nevada. The funds are deposited in a commercial bank that participates in the state collateral pool program and thereby secures all cash and cash equivalents deposited with the bank. Therefore, the District does not need to have a deposit policy related to custodial credit risk.

Accounts Receivable

Accounts receivable is comprised of monthly water and sewer meter fees. The District has not established an allowance for doubtful accounts as it believes all accounts are collectible at June 30, 2018.

Capital Assets

Property and equipment with a cost of $1,000 or more and a life greater than one year are capitalized and are stated at cost. Depreciation is computed using the straight-line method for all assets over the estimated useful lives of the assets, which range from five to forty years.

The cost of maintenance and repairs is charged to expense as incurred. Significant renewals and betterments are capitalized.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income for the period.

Equity Classifications

Equity is classified as net position and displayed in two components:

- Invested in capital assets – consists of capital assets, net of accumulated depreciation.
- Unrestricted net position – consists of amounts designated for major repairs and replacements and all other net position that do not meet the definition of "invested in capital assets."

The District has obtained a reserve study that is updated periodically to ensure there are adequate designated reserves on hand to meet future repair and replacement requirements. As of June 30, 2018, the District's unaudited theoretical reserve balance is approximately $2,552,043. The District has $1,469,923 designated cash reserves at June 30, 2018.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through November 21, 2018, which represents the date the financial statements were available to be issued. Subsequent events after that date have not been evaluated.

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TRI GENERAL IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2018

NOTE 2 - COMPLIANCE WITH NEVADA REVISED STATUTES AND THE NEVADA ADMINISTRATIVE CODE

The District conformed to all significant statutory constraints on its financial administration during the year.

NOTE 3 - CONCENTRATION OF CREDIT RISK

The District's bank accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in the aggregate. Excess balances are collateralized in the state collateral pool by Western Alliance Bank.

NOTE 4 - CAPITAL ASSETS

Capital asset activity consists of the following for the year ended June 30, 2018:

	June 30, 2017	Additions	Disposals	June 30, 2018
Capital assets, not being depreciated:				
Land	$ 215,314	$ -	$ -	$ 215,314
Water rights	9,510	-	-	9,510
Capital assets, being depreciated				
Sewer treatment facility and improvements	1,690,560	187,962	-	1,878,522
Well houses	524,992	-	-	524,992
Roadway	125,319	-	-	125,319
Equipment	343,109	-	-	343,109
Vehicles	44,750	20,306	-	65,056
Monument signs	10,000	-	-	10,000
Total capital assets being depreciated	2,738,730	208,268	-	2,946,998
Less: accumulated depreciation				
Sewer treatment facility and improvements	541,171	66,369	-	607,540
Well houses	328,488	21,000	-	349,488
Roadway	99,211	6,266	-	105,477
Equipment	87,188	11,084	-	98,272
Vehicles	44,750	2,707	-	47,457
Monument signs	10,000	-	-	10,000
Total accumulated depreciation	1,110,808	107,426	-	1,218,234
Total capital assets being depreciated, net	1,627,922	100,842	-	1,728,764
Net capital assets	$ 1,852,746	$ 100,842	$ -	$ 1,953,588

NOTE 5 - COMMITMENTS, CONTINGENCIES AND RISK MANAGEMENT

There were no claims pending or unresolved disputes involving the District at June 30, 2018.

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of these risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District.

The District has entered into agreements for engineering and vendor services relating to various projects for work to be performed in the next fiscal year totaling approximately $429,000 of which $201,000 is remaining to be expended.

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TRI GENERAL IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2018

NOTE 6 - AGREEMENTS

An operating agreement was entered into with TRI Water and Sewer Company (Company) on March 7, 2001. As stated in the agreement, the District owns, leases or otherwise has title and control of all real estate, water rights, and water and sewer improvements. However, the majority of the water rights are not reflected on the accompanying financial statements since they have been committed to existing or future customers and the beneficial interest in the water rights lies with the Company who can designate, commit or require reconveyance at any time. The agreement provides for the Company to operate and maintain the water and sewer systems on behalf of the District. The agreement stipulates that the Company will be paid all income received by the District from fees, charges and rates established by the rules, except for the connection fees paid by customers that are considered reserve funds to be utilized for repairs and maintenance of the District facilities. It also stipulates that the Company is required to pay cash subsidies to the District as needed.

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SUPPLEMENTARY INFORMATION

TRI GENERAL IMPROVEMENT DISTRICT
STATEMENT OF REVENUE, EXPENSES,
AND CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
OPERATING REVENUE				
Charges for water services	$ 1,425,000	$ 1,425,000	$ 1,469,206	$ 44,206
OPERATING EXPENSES				
Accounting and legal	148,000	148,000	137,157	10,843
Automobile	5,200	5,200	7,501	(2,301)
Chemicals	40,500	40,500	39,620	880
Engineering and fees	65,000	65,000	122,722	(57,722)
Insurance	52,000	52,000	44,864	7,136
Repairs, maintenance and supplies	567,000	567,000	466,720	100,280
Outside technical utility services	148,000	148,000	179,727	(31,727)
Office and miscellaneous	25,000	25,000	30,465	(5,465)
Contracted labor and benefits	57,000	57,000	57,095	(95)
Utilities and telephone	226,500	226,500	237,679	(11,179)
Depreciation	-	125,000	107,426	17,574
Total operating expenses	1,334,200	1,459,200	1,431,176	28,024
Operating income (loss)	90,800	(34,200)	38,030	72,230
NONOPERATING REVENUE				
Connection fees	250,000	250,000	102,948	(147,052)
Investment income	3,900	3,900	5,083	1,183
Land lease	-	-	3,000	3,000
Total nonoperating revenue	253,900	253,900	111,031	(142,869)
Change in net position	$ 344,700	$ 219,700	149,061	$ (70,639)
TOTAL NET POSITION, July 1			3,936,269	
TOTAL NET POSITION, June 30			$ 4,085,330	

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See accompanying notes

REPORTS ON COMPLIANCE, INTERNAL CONTROL AND AUDITORS' COMMENTS

Kohn & Company LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Trustees of
TRI General Improvement District:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of TRI General Improvement District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise TRI General Improvement District's basic financial statements, and have issued our report thereon dated November 21, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered TRI General Improvement District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether TRI General Improvement District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Reno, Nevada
November 21, 2018

Kohn & Company LLP

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Kohn & Company LLP
CERTIFIED PUBLIC ACCOUNTANTS

AUDITORS' COMMENTS

To the Board of Trustees of
TRI General Improvement District:

In connection with our audit of the financial statements of the TRI General Improvement District (District) as of and for the year ended June 30, 2018, and the related notes to the financial statements, nothing came to our attention that caused us to believe that the District failed to comply with the specific requirements of Nevada Revised Statutes cited below. However, our audit was not directed primarily toward obtaining knowledge of noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the requirements of Nevada Revised Statutes cited below, insofar as they relate to accounting matters.

CURRENT YEAR STATUTE COMPLIANCE

The required disclosure on compliance with the Nevada Revised Statutes and the Nevada Administrative Code is contained in Note 2 to the financial statements.

PROGRESS ON PRIOR YEAR STATUTE COMPLIANCE

The District monitored all significant constraints on its financial administration during the year ended June 30, 2017.

CURRENT YEAR RECOMMENDATIONS

No material weaknesses or significant deficiencies reported.

PROGRESS ON PRIOR YEAR RECOMMENDATIONS

No material weaknesses or significant deficiencies were noted.

NEVADA REVISED STATUTE 354.6241

In connection with our audit, nothing came to our attention that caused us to believe that the District had not complied in all material respects with NRS 354.6241, including:

(a) Use of funds established
(b) Use of generally accepted accounting principles
(c) Limitations on reserves
(d) Recording sources of revenue and transfers available
(e) Statutory and regulatory requirements applicable to the fund
(f) Ending retained earning amounts

Kohn & Company LLP

Reno, Nevada
November 21, 2018

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Attachment D-3

Balance Sheet
As of 6/30/2020

TRI General Improvement District (GID)

ASSETS					
CURRENT ASSETS					
1002-04-00	Cash - First Independent	$	754,421.48		
1002-06-00	Cash- First Indep Money Market	$	1,919,065.19		
1002-08-00	Cash - Checking S. Whalen	$	3,522.93		
1204-00-00	ACCOUNTS RECEIVABLE	$	475,612.99		
1206-00-00	Prepaid Insurance	$	53,417.32		
1208-00-00	Prepaid Credit Card	$	438.23		
	Total CURRENT ASSETS:			$	3,206,478.14
FIXED ASSETS					
1500-00-00	Land	$	215,314.28		
1506-00-00	Furniture	$	3,999.00		
1507-00-00	Computer Equipment	$	20,188.06		
1508-00-00	Roadway Improvements	$	125,319.00		
1509-00-00	Monument Signs	$	10,000.00		
1510-00-02	Water rights	$	9,510.00		
1540-00-00	Equipment - Screw Press	$	275,727.42		
1550-00-00	Equipment - Loader	$	67,382.00		
1550-00-02	Water meters	$	20,718.97		
1550-02-02	Sewer Treatment Facility	$	62,941,352.98		
1550-02-04	Improvements	$	847,862.00		
1552-00-02	Well House #2	$	307,924.55		
1552-00-06	Well House #4	$	235,862.43		
1552-00-08	Well House # 6	$	174,905.94		
1552-00-10	Wells - PPA	$	2,457,750.00		
1554-00-00	Water Rights - PPA	$	51,279,621.83		
1559-99-99	Accumulated Depreciation	$	-13,542,608.21		
1570-00-00	Vehicle - 2019 Jeep Grand Cherokee	$	27,922.25		
	Total FIXED ASSETS:			$	105,478,752.50
	Total ASSETS:			$	108,685,230.64
LIABILITIES					
CURRENT LIABILITIES					
2200-00-16	Due to TRI Water & Sewer	$	1,500.00		
2204-00-00	Meter deposits	$	1,200.00		
	Total CURRENT LIABILITIES:			$	2,700.00
	Total LIABILITIES:			$	2,700.00
EQUITY					
3000-00-00	Developers Contribution	$	5,271,453.24		
3200-00-00	Retained Earnings-Current Year	$	884,758.14		
3200-00-00	RETAINED EARNINGS - PRIOR	$	102,526,319.26		
	Total EQUITY:			$	108,682,530.64
	Total LIABILITIES & EQUITY:			$	108,685,230.64

Income Statement
For The 12 Periods Ended 6/30/2020

TRI General Improvement District (GID)

		Year to Date	% of Revenue
REVENUE			
Hook up fees		175,520.00	6.03
Water Meter Collection		2,721,423.38	93.55
Verizon - Land Lease		12,175.00	0.42
	Total REVENUE:	2,909,118.38	100.00
	GROSS PROFIT:	2,909,118.38	100.00
EXPENSES			
Computer Software/Support		2,300.00	0.08
Chemicals		106,006.35	3.64
Postage & Delivery		527.50	0.02
Licences Fees & Dues		1,237.02	0.04
Permit Fees		19,703.66	0.68
Utilities- electric		201,778.04	6.94
Utilities - phone lines		7,691.24	0.26
Trash expense		50,630.77	1.74
Water & Sewer Exp.		15,799.21	0.54
Mobile Phone		1,174.47	0.04
Office Expense		5,037.83	0.17
Automobile Expense		27,655.36	0.95
Meals & Entertainment		142.96	0.00
Bank Fees		111.28	0.00
Professional Fees/Contract Labor		388,780.13	13.36
COVID - 19		1,851.88	0.06
Repairs & Maintenance		254,377.98	8.74
Legal fees		116,063.72	3.99
Accounting fees		44,685.42	1.54
Transition Consultants		1,500.00	0.05
Insurance Expense		77,666.95	2.67
Insurance - Employee Health/Life		3,269.24	0.11
Engineering Fees - Admin		297,396.20	10.22
Payroll Service		1,687.50	0.06
Salaries & Wages		161,305.84	5.54
Payroll Taxes		5,886.42	0.20
PERS		42,095.81	1.45
Water Testing		23,697.90	0.81
	Total EXPENSES:	1,860,060.68	63.94
	NET INCOME FROM OPERATIONS:	1,049,057.70	36.06
OTHER INCOME AND EXPENSE			
Interest Income		6,238.78	0.21
Depreciation		-162,293.81	-5.58
Distribution Sale of Vehicles		-8,244.53	-0.28
	Total OTHER INCOME AND	-164,299.56	-5.65
	EARNINGS BEFORE INCOME TAX:	884,758.14	30.41
	Net Income (Loss):	884,758.14	30.41

TRI GENERAL IMPROVEMENT DISTRICT SEWER RULES, REGULATIONS AND RATES

Revised August 27, 2020

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ARTICLE 1. GENERAL PROVISIONS

1.1 Purpose. TRIGID has been created by Storey County under Nevada Revised Statutes Chapters 318 and 308 to own, maintain and operate community water and sewer systems to provide service to Customers in the service area, known as Tahoe-Reno Industrial Center, pursuant to Ordinance #171 and Resolution 00-85, both passed on August 8, 2000. TRIGID is not regulated as a public utility by the Nevada Public Utility Commission. TRIGID is a quasi-municipal entity functioning as a political subdivision of the State of Nevada.

1.2 Enterprise. TRIGID will furnish a system used for the provision of fire protection water as well as industrial, domestic and commercial water; and for the collection of domestic, commercial and industrial wastewater and septic tank effluent; including all parts of the enterprise, all appurtenances thereto, and land, easements, rights in land, contract rights and franchises.

1.3 Separability. If any section, subsection, sentence, clause or phrase of these Rules, Regulations and Charges or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of these Rules, Regulations and Charges or the application of such provision to other persons or circumstances. The Board hereby declares that it would have promulgated these Rules or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared to be unconstitutional.

1.4 Words and Phrases. For the purposes of these Rules, Regulations and Charges, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.5 Water Rights. All water rights arising from wastewater entering the TRIGID system shall belong solely to TRIGID, and no Customer shall perform any act which impairs or disputes TRIGID's ownership thereof.

ARTICLE 2. DEFINITIONS

2.1 Account Transfer shall mean any change made to a billing account, including but not limited to new ownership or new tenancy.

2.2 Additional Definitions/UPC. For the purpose of these Rules, additional terms shall have the meanings indicated in Chapter 1 of the latest edition of the Uniform Plumbing Code as prepared by the International Association of Plumbing and Mechanical Officials. Except as expressly stated otherwise in these Rules, all provisions of the latest edition of the Uniform Plumbing Code are incorporated herein by reference

2.3 Applicant shall mean the person, business or governmental agency making application for a permit for sewer or plumbing installation or to discharge wastewater into any sewer, including the TRI Owners Association.

2.4 Application shall be a written request for sewer service (as distinguished from an inquiry as to the availability of, or charges for, such service) and agreement by Customer to comply with these Rules.

2.5 Billing Period shall be the period for which a billing is made. It may be for an average month and need not coincide with the calendar month (i.e. may be billed on a cycle of 29 to 31 days).

2.6 Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter (mg/L).

2.7 Board shall mean the Board of Trustees of TRIGID.

2.8 Building shall mean any structure used for human habitation or a place of business, recreation or other purposes requiring wastewater disposal services.

2.9 Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer. The building drain extends three (3) feet outside the inner face of the building wall.

2.10 Building Sewer shall mean that portion of any sewer beginning at the building drain and extending to the property line or to a private sewage disposal system.

2.11 Capital Costs shall mean costs of major rehabilitation, expansion or upgrading required as facilities reach the end of their useful life.

2.12 Capital Outlays shall mean expenditures which result in the acquisition of, or addition to, fixed or capital assets.

2.13 Collection System shall mean the system of sewers, manholes, pump stations and appurtenances receiving liquid wastes from buildings and premises for transmission to the treatment facility.

2.14 Combined Sewer shall mean a sewer intended to receive both surface runoff and sewage.

2.15 Commercial Building shall mean any building, structure or facility or a portion thereof, devoted to the purposes of trade or commerce, such as a store or office building.

2.16 Commercial User shall mean all business and service establishments defined in Article 2.77 A and B.

2.17 Compatible Pollutant shall mean BOD, COD, suspended solids, pH, total phosphorus, total nitrogen, and fecal coliform bacteria, plus additional pollutants identified in the Plant National Pollutant Discharge Elimination System (NPDES) permit if the treatment works were designed to treat such pollutants, and in fact do remove such pollutants to an acceptable concentration or loading.

2.18 Connection Charge shall mean a fee charged in order to compensate TRIGID for the capital costs of investment, maintenance and repair in sewer plant equipment and related sewer facilities made by TRIGID. The charge is applied to all new users of sewer facilities in approximate proportion to their anticipated usage and is for the right of service in the system.

2.19 Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under a Permit.

2.20 County shall mean the County of Storey, Nevada.

2.21 Cubic Foot is the volume of water which occupies one cubic foot. The cubic foot is equal to 7.481 gallons.

2.22 Customer shall mean the person in whose name service is rendered as evidenced by its signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in Customer's name regardless of the identity of the actual user of the service.

2.23 Date of Presentation shall be the date upon which a bill or notice is either postmarked or hand delivered to the Customer.

2.24 Delinquent shall mean an account that has not been paid by the 1st day of the calendar month following the due date of payment specified on the bill.

2.25 Developer shall mean any person engaged in or proposing development of property in the service area.

2.26 Development shall mean a parcel of property being improved and requiring installation of sewer collection lines, including but not limited to installation of service mains to and possibly on the property being improved.

2.27 Discharge shall mean the addition of any substance to the sewer system.

2.28 Discharger shall mean any person who discharges or causes a discharge to a TRIGID sewer.

2.29 Domestic Wastewater shall mean the spent water from building water supply to which has been added the waste materials of restrooms, kitchen, laundry and other discharge sources.

2.30 Easement shall mean an acquired legal right for the specific use of land owned by others.

2.31 Employee shall mean any individual employed by TRIGID excluding independent contractors, consultants, and their employees.

2.32 Fixture shall mean any sink, tub, shower, water closet or other facility connected by drain to the sewer.

2.33 Fixture Unit is defined and has that weighted value assigned in the latest edition of the Uniform Plumbing Code.

2.34 Floatable Oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by pretreatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and does not interfere with the collection system.

2.35 Gallon is the volume of water which occupies 231 cubic inches.

2.36 Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

2.37 Governmental User shall include legislative, judicial, administrative, and regulatory activities of federal, state and local governments.

2.38 Incompatible Pollutants shall mean any pollutant which is not a compatible pollutant as defined in these Rules.

2.39 Industrial/Commercial Discharger shall mean a discharger with water-carried waste and wastewater other than wastewater from domestic sources, and shall include all wastewater from any producing,

manufacturing, processing, institutional, commercial, agricultural, or other operation where the wastewater discharged includes quantities of waste from human and nonhuman origin.

2.40 Industrial User shall include any non-governmental, non-residential user of TRIGID owned treatment works which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions: Division A-Agriculture, Forestry, and Fishing; Division B-Mining; Division D-Manufacturing; Division E-Transportation, Communications, Electric, Gas and Sanitary; and Division I-Services.

2.41 Infiltration shall mean the water which enters the sewer lines from the ground, usually through pipe and manhole joints.

2.42 Inflow shall mean the water discharged into the wastewater system from any such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, drains from springs, manhole covers, cross-connections from storm sewers and combined sewers, and surface runoff.

2.43 Inspector and Industrial Waste Inspector shall mean a person authorized by TRIGID to inspect wastewater generation, conveyance, processing and disposal facilities.

2.44 Institutional User shall include social, charitable, religions, and educational activities such as schools, churches, hospitals, nursing homes, penal institutions, and similar institutional users.

2.45 Interference shall mean inhibition or disruption of the wastewater facilities treatment processes or operations which contribute to a violation of any requirements of the Plant NPDES permit. The term includes prevention of sewage sludge use or disposal of TRIGID in accordance with Section 405 of the Act, or any criteria guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by TRIGID.

2.46 Lateral Sewer shall mean the portion of TRIGID sewer lying within a right of way open to the public connecting a building sewer to the main sewer.

2.47 Law is any statute, rule or regulation established by federal, state, County or municipal authorities.

2.48 Living Unit shall mean any residence, apartment, or other structure to be occupied for habitational purposes by a single person or family and requiring sanitary sewer service.

2.49 Main Sewer shall mean a TRIGID sewer line designed to accommodate more than one lateral sewer.

2.50 Metered Service is a service for which charges are computed on the basis of measured quantities of water or wastewater.

2.51 Natural Outlet shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

2.52 New Source shall mean any source, the construction of which is commenced after the publication of an applicable discharge limitations (covers federal categorical changes).

2.53 Nitrogen or Total Nitrogen shall mean the total of all nitrogen forms (sometimes referred to as "TKN"), including organic and inorganic nitrogen, nitrate and nitrite. The total nitrogen is expressed as N and is

determined by the appropriate procedures in "Standard Methods".

2.54 Normal Domestic Wastewater shall mean wastewater that has a five day average BOD concentration of not more than 240 mg/l, a suspended solids concentration of not more than 170 mg/l, a total phosphorous concentration as P of not more than 8.0 mg/l and a total nitrogen concentration as N of not more than 26.0 mg/l.

2.55 Operation and Maintenance shall mean those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement as defined in these Rules.

2.56 Outside Sewer shall mean a sanitary sewer beyond the limits of TRIGID sewer service area not subject to the control or jurisdiction of TRIGID.

2.57 Owner shall mean a person who holds legal title to the property or who is under contract to purchase the property.

2.58 Permanent Service is a service which, in the opinion of TRIGID, is of a permanent and established character. The use of the sewer may be continuous, intermittent or seasonal in nature.

2.59 Permit shall mean any written authorization required pursuant to this or any other regulation of the service area for the installation or operation of any wastewater works.

2.60 Person shall mean any individual firm, association, organization, partnership, trust, company, corporation or entity, and any municipal, political, or governmental corporation, district, body, or agency other than TRIGID.

2.61 pH shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10^{-7}.

2.62 Phosphorus or Total Phosphorus includes orthophosphates and condensed phosphates (soluble and insoluble) and organic and inorganic species. The total phosphorus is expressed as P and is determined by the appropriate procedures in "Standard Methods".

2.63 Plant shall mean the wastewater treatment plant(s) of TRIGID.

2.64 Plumbing Outlet shall mean any part of a plumbing system to which a fixture is attached.

2.65 Plumbing System shall mean all plumbing fixtures and traps; all soil, waste, vent pipes, and all sanitary sewer pipes within a building and building drain.

2.66 Premises shall mean all of the real property and services to a single integrated activity operating under one name to one or more buildings, locations or services, provided: (a) such building, locations or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening highways, streets, alleys or waterways.

2.67 Private Sewer shall mean a sewer serving an independent wastewater disposal system not connected with TRIGID sewer and which accommodates one or more buildings or industries.

2.68 Properly Shredded Garbage shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in TRIGID sewers, with no particle greater than ½ inch in any direction.

2.69 Public Sewer shall mean a sewer lying within an easement, highway, road, street, avenue, alley, way, public place or right of way and which is owned or controlled by or under the jurisdiction of TRIGID.

2.70 Replacement shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.

2.71 Residential Equivalent shall mean 25 weighted fixture units as defined in the latest edition of the Uniform Plumbing Code.

2.72 Residential User shall mean any contributor to TRIGID's treatment works whose lot, parcel or real estate, or building is used for domestic dwelling purposes only.

2.73 Rules shall mean these Rules, Regulations and Rates of The TRI General Improvement District For Sewer Service.

2.74 Sanitary Sewer shall mean a sewer which carries liquid and water carried wastes from residences, commercial users, industrial users, and other users together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

2.75 Septic Tank Effluent shall mean the supernate liquid waste discharged by an approved septic tank, containing no solid waste material.

2.76 Service Area shall mean the sewer service area as designated in Article 12 of these Rules.

2.77 Service Classification shall mean:

A. Commercial Unit - Group I Service: Service to office buildings, retail sales and services establishments, private clubs, motels or hotels, or portions thereof, without kitchen, laundry or other facilities (excepting toilet facilities) which require wastewater disposal services.

B. Commercial Unit - Group II Service: Service to all commercial buildings not in Group I, or portions thereof, and shall include but not be limited to, nonindustrial businesses, department stores, restaurants, clubs and schools.

C. Industrial Service: Service to customers engaged in warehousing or distribution, or in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, manufacturing facilities, machine shops, mines, pumping plants, creameries, canning and packing plants, or processing activities as well as all other nonresidential uses not covered by Subsections A and B above).

D. Residential Service: Service to a customer in a single family dwelling, mobile home or building, or in an individual flat, condominium, or apartment in a multiple family dwelling, or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.

2.78 Service Connection is the point of connection of the Customer's piping with TRIGID's facilities.

2.79 Sewage is the spent water of a community. The preferred term is "wastewater".

2.80 Sewer shall mean a pipe or conduit that carries wastewater.

2.81 Side Sewer shall mean the sewer line beginning three (3) feet outside the foundation wall of any building and terminating at the main sewer and shall include the building sewer and lateral sewer together.

2.82 Sludge shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works as determined by TRIGID.

2.83 Standard Methods refers to the most current edition of "Standard Methods for the Examination of Water and Wastewater", prepared by American Public Health Association, American Water Works Association and Water Pollution Control Federation.

2.84 Storm Sewer or Storm Drain shall mean a sewer which carries storm water, groundwater, subsurface water, or unpolluted water from any source.

2.85 Storm Water shall mean excess water entering sewers during rainfall, snowfall, or following and resulting therefrom.

2.86 Suspended Solids shall mean total suspended matter (sometimes referred to as "TSS") that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

2.87 Tenant shall mean a person renting or leasing a premises from the owner or the owner's selected representative.

2.88 Treatment Works shall mean any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and their appurtenances; extensions improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

2.89 TRIGID shall mean TRI General Improvement District, a political subdivision of the State of Nevada, formed and existing as specified in Subsection 1.1 of these Rules.

2.90 Unpolluted Water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not benefit by discharge to the sanitary sewers and wastewater treatment facilities provided.

2.91 Useful Life shall mean the estimated period during which a treatment works will be operated.

2.92 User Charge shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

2.93 Waste includes sewage and all other substances, liquid, solid, gaseous, or radioactive, associated with human or animal origin, or from producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to and for the purposes of disposal.

2.94 Wastewater shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.

2.95 Wastewater Facilities shall mean the structures, equipment and processing required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

2.96 Wastewater Treatment Works shall mean an arrangement of devices and structures for treating wastewater, compatible industrial wastes and sludge. Sometimes used as synonymous with "Publicly Owned Treatment Works" or "wastewater treatment plant" or "water pollution control plant" or "sewer system".

2.97 Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

2.98 Water Meter shall mean a water volume measuring and recording device, furnished and/or installed by a user and approved by TRIGID.

ARTICLE 3. CONDITIONS OF SERVICE

3.1 Area Served. Properties within the boundaries of the service area specified in Article 13 shall be eligible to receive wastewater collection service from TRIGID in accordance with these Rules and subject to acceptance by TRIGID of a completed application by Customer.

3.2 Penalty for Violation. For the failure of the Customer to comply with all or any part of these Rules, the Customer's service may be discontinued until the Customer is in compliance. Termination of sewer service shall be in accordance with Article 9.

3.3 Notices to Customers. Notices from TRIGID to a Customer will normally be given in writing, and either delivered or mailed to Customer at Customer's last known address. Where conditions warrant and in emergencies, TRIGID may resort to notification either by telephone, facsimile or messenger. When a Customer is refused service under the provisions of these Rules, TRIGID will notify the Customer promptly of the reason for the refusal to serve and of the right of the Customer to appeal TRIGID's decision to the Board. Failure by the Customer to accept a certified letter notice will not relieve the Customer of responsibility for contents of notice.

3.4 Notices from Customers. Notice from the Customer to TRIGID may be given by Customer or by Customer's authorized representative in writing at TRIGID's operating office. TRIGID's current operating office (which is subject to change) is:

TRI General Improvement District
1705 Peru Drive, Suite 104
McCarran, NV 89437
Telephone: (775) 636-6126

3.5 Customer's Premises. TRIGID employees shall have the right of access to Customer's property at all reasonable hours for any purpose related to the furnishing of service, industrial waste inspection, and protection of water quality and quantity. Employees will generally not enter upon Customer's premises to engage in repair or alteration of Customer's piping and fixtures, since it is the responsibility of Customer to service or repair its piping and fixtures.

3.6 Special Conditions and Circumstances. In the event that conditions or circumstances arise which are not specifically covered by these Rules or warrant deviation from these Rules, TRIGID may take whatever action, including establishing rates and charges which, in its discretion, is warranted, including execution of contracts and agreements with Customers covering special conditions and circumstances.

3.7 Effective Date. These Rules shall become effective on the date of signature of the Board.

3.8 Continuity. Adoption of these Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment of Customer and TRIGID.

3.9 Meters. All new services shall have water meters and will be billed according to the metered rate schedule. If there is no water service at the site, a sewer meter shall be required.

3.10 Interruption of Service. TRIGID will endeavor to notify Customers in advance of any interruption in service due to repairs, or other causes. However, in emergency conditions, when notification is not practical, service may be interrupted for indefinite periods of time. All Customers shall hold TRIGID harmless for any damages arising from interruptions in service caused by repairs, emergencies or conditions beyond the control of TRIGID.

3.11 Tampering with TRIGID Property. No one except an employee or representative of TRIGID shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of TRIGID's system; or interfere with the meters or their connections, street mains or other parts of the system.

ARTICLE 4. SCHEDULE OF RATES AND CHARGES

4.1 General Metered Water Service. TRIGID shall not increase said rates and connection charges unless the Board determines that said rates and connection charges are insufficient to pay all costs of Capital Outlays (including interest carry) along with all operating costs of TRIGID, including but not limited to, overhead, salaries and other employee compensation, operating and maintenance expenses, taxes, reserve and replacement, water rights lease or purchase fees, any other fees, expenses and charges normal and customary for water service utility companies. In the event said rates are insufficient to pay all said operating costs, then monthly rates may be raised to a level that will cover all costs.

TRI-GID Sewer Rates

Meter Size	Sewer
3/4 inch	$27.44
1 inch	$33.81
1 1/2 inch	$54.39
2 inch	$101.43
4 inch	$293.58
6 inch	$473.57
8 inch	$757.23
10 inch	$2,094.98
Usage Per 1,000 gallons	$2.69

4.2 Wastewater Surcharge Rates. The purpose of a wastewater surcharge is to recover collection, treatment, disposal, and administration expenses associated with contaminant concentrations higher than normal domestic strength as defined in article 10.12. The wastewater fees of commercial/industrial dischargers are based upon the following equation:

$$\frac{\$}{1000gal} = 2.69 + (BOD - 240) \times (0.00263) + (TSS - 240) \times (0.00211) + (TKN - 40) \times (0.01326)$$

BOD = Commercial/industrial customer's requested biological oxygen demand concentrations, mg/L
SS = Commercial/industrial customer's requested total suspended solids concentrations, mg/L
TKN = Commercial/industrial customer's requested total Kjeldahl nitrogen concentrations, mg/L

The above equation will be used to calculate the sewer rate for each commercial/industrial customer based on the highest expected or demonstrated concentrations for each constituent. The TRI GID may recalculate the rate if Discharge Monitoring Reports (DMRs) indicate concentrations higher or lower than the originally negotiated concentrations.

4.3 Connection Fees. An applicant for a Will Serve shall pay the sewer connection fee in effect on the date of the application upon completion of all requirements under Article 8.10. For calculations of connection fees on all Commercial and Industrial accounts, the applicant must provide the TRIGID with expected usage and discharge volume information based on fixture unit counts. This information is to be provided on the TRIGID prescribed form, certified by a Civil Engineer registered in the State of Nevada, and submitted along with an approved stamped set of drawings. Connection fees shall be charged on a one-time basis in the amount of $9.57 per gallon per day, based on the approved fixture calculations.

4.4 Build and Dedicate TRIGID System Facilities. If TRIGID determines, in TRIGID's sole discretion, that connection of new service for a Customer will exceed the standard specifications (see, Article 8.9) for existing capacity of TRIGID's sewer system, or requires additional distribution, treatment or effluent storage facilities, TRIGID may in its sole discretion require as a condition of service that the Customer design, permit and construct all additional new sewer facilities (e.g., pump station, pipelines, valves) necessary to increase said capacity or provide facilities for Customer's use prior to providing sewer service, Customer shall complete and dedicate to TRIGID without charge all sewer system facilities as constructed. To the extent that any of said sewer system facilities are oversized beyond the Customer's needs, TRIGID shall reimburse the Customer from connection charges collected from subsequent Customers using said facilities or provide Customer a credit therefor from connection charges. The basis for reimbursement or credit shall be the difference in actual costs of the sewer system facilities between the capacity required for the constructing Customer's use and the oversized capacity. No overhead, administrative change, profit or interest on said actual costs will be reimbursable. All design and construction of said facilities must be approved by TRIGID. The constructing Customer shall not be entitled to a credit from the connection charge for all or any portion of the sewer system facilities so constructed, except as specified in this Article. The procedures specified in Article 10 shall be used for all construction under this Article 4.3. Construction by a third-party developer of off-site sewer system facilities shall not entitle the Customer to claim a credit or reimbursement for the water system facilities so constructed.

4.5 Basis for Billing. All services shall be billed on the basis of monthly rates specified in Article 4.1. Customers are responsible for payment based on all water recorded as having passed through a meter regardless of whether the water was put to beneficial use. The Owner shall be ultimately responsible for payment of sewer bills and fees for its property in the case of nonpayment by a tenant or other occupant.

ARTICLE 5. OTHER CHARGES, FEES AND DEPOSITS

5.1 Security Deposit for Service. TRIGID may require a security deposit in the amount of Five Hundred Dollars ($500.00) or one-year's total estimated rates (whichever is less) from all new Customers or applicants, from Customers whose accounts are delinquent on more than one occasion (i.e., two monthly payments overdue) in any one (1) year period, or in situations where TRIGID has cause to believe that a deposit is required to ensure payment of bills. At the end of one year of service, if all accounts have been kept current the amount of the deposit, plus interest accrued at the rate of 4% per annum simple interest, shall be credited to the succeeding months' bill(s). Service must be in place for a minimum of six (6) months for any interest to be accrued. Upon discontinuance of service, any deposit held by TRIGID will be applied to the final billing with any deposit amount refunded to the Customer. If the deposit is applied to a Customer's account because of delinquent bills, all interest accrued will first be applied to delinquent bills. By posting a deposit, the Customer agrees that the deposit is a pledge to make future payments to TRIGID and not payments for future services that are furnished by TRIGID.

Any application for service will not be granted unless full payment has been made for water or sewer services previously rendered to the applicant or Customer by TRIGID, if any. Failure on the part of the Customer to make a deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may be discontinued, shall warrant TRIGID in discontinuing the service to the Customer. TRIGID may waive the security deposit requirement, in its sole discretion, or accept alternate security.

5.2 Wastewater Discharge Permits and Monitoring Fees. The fees for a wastewater discharge permits and monitoring shall be based on the actual time spent on inspection and monitoring. Fees for the wastewater discharge permit shall be the actual cost of the wastewater inspection, review and permit creation, plus a billing and processing fee of $15.00. The minimum charge for a wastewater discharge permit shall be $50.00. Fees for monitoring shall be the actual cost of monitoring, plus a billing and processing fee of $15.00.

5.3 Sewer Plan Checking and Inspection Fee. Any applicant, Customer or a Developer requiring approval of plans by TRIGID, a Will Serve letter, or desiring plan checking shall pay to TRIGID a $500 plan review fee and a $1000 inspection fee at the time of the Will Serve application.

5.4 Relocation of Service Connection. An existing service connection may be relocated, if the new service is of like size and will provide a sewer service to the same parcel of property, upon application and payment of applicable fees by the Customer.

5.5 Increase in Size of Service Connections. Enlargement of a service connection to the same property, requiring abandonment of the existing connection and installation of a complete replacement connection of increased size shall be treated as a new service connection and shall be charged accordingly. The fees to be paid by the Customer upon application for increase in size of service connection shall be a connection charge which shall be determined by subtracting the connection charge for the size of service being abandoned from the connection charge for the size of service being installed, if any.

5.6 Structure Under Construction. For the purposes of these Rules, until a structure has installed plumbing fixtures the structure shall be considered under construction and disconnected from the sewer system of TRIGID. No charges otherwise provided herein will be accrued during this period.

5.7 Public Agencies Exempted from Deposit Requirements. In lieu of cash deposits or sureties, purchase orders will be accepted from public agencies.

5.8 Delinquent Accounts. In addition to other provisions of these Rules, there will be a charge for late payment. If payment is not received before it becomes delinquent, a late penalty processing fee and a penalty on the outstanding balance will be charged in accordance with Article 7.3 and the service may be discontinued according to the procedure outlined in Article 9.

5.9 Damage to TRIGID Property. Persons causing damage to TRIGID property by any willful or negligent act shall be responsible for payment of costs incurred. Customers or their contractors, agents and representatives causing damage to TRIGID property shall be strictly liable for payment of all costs caused by such damage.

5.10 Photocopy Charges. The charge for making photocopies on TRIGID copying equipment shall be $.25 per copy.

5.11 Charges for Account Transfer and Special Reading. If the Customer requests an account transfer or special meter reading, a processing charge of Fifteen Dollars ($15.00) shall be charged. Customers must give 24-hours or previous working day's notice for special reading.

5.12 Reimbursement for District Costs Benefitting Individuals or Entities: The District shall seek reimbursement from those individuals or private companies for outside contract services, including but not limited to legal and engineering services, that are incurred by the District in relation to proposed new development or special projects that are deemed to benefit individual persons or entities, rather than the District customers at large. The reimbursements collected from individual persons or entities shall be limited to the actual time and materials and unit rate costs incurred by the District related to proposed new development or special projects that are deemed, in the District's discretion, to benefit individual persons or entities, rather than the District's customers at large.

ARTICLE 6. MAIN EXTENSION

6.1 General Conditions.

A. Construction Plans. A person proposing an extension to TRIGID distribution system to provide sewer service to a parcel of property shall submit detailed plans. Such plans shall indicate the size and location (horizontal and vertical) of mains and other facilities, including all service laterals. In addition, plans shall designate boundaries of the applicant's property which will be served by the proposed extension. Sewer system improvements shall be designed by a professional engineer licensed in Nevada.

TRIGID will review the plans and return written comments to the applicant indicating any necessary revisions. The applicant shall prepare and submit to TRIGID final plans of the sewer improvements with all comments addressed to the satisfaction of TRIGID. Upon execution of the appropriate agreement by the applicant; payment of applicable charges, fees and deposits; approval of other appropriate governmental agencies, and a preconstruction conference with TRIGID, TRIGID will give the applicant permission to start construction. No sewer related construction will be started before permission is granted by TRIGID.

B. Time Limitation. Approval by TRIGID for any main extension shall be valid for a limited time as will any related commitment of existing capacity in a particular main. In the event that construction of the mains covered by any approved plan is not started within one (1) year from the date of approval, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project. The same shall apply when active construction work within a property is commenced and then discontinued for a period of six (6) months.

C. Compliance with Specifications. All main extensions, service connections, and appurtenances shall be constructed to conform with TRIGID specifications. Activation of the mains shall not be permitted until authorized by TRIGID. Connections to existing mains shall be made only in the presence of a representative of TRIGID and at times specified by TRIGID. Mains will be shut down only with the specific approval of TRIGID.

D. Guarantee. Materials and workmanship shall be guaranteed free of defect for a period of one (1) year from date of acceptance by TRIGID. Upon receipt of notice from TRIGID, the developer or Customer shall immediately cause any defect to be corrected, or shall reimburse TRIGID for the cost of correction.

E. Rights-of-Way. Sewer mains and appurtenances shall be located within off-site rights-of-way or within easement grants to TRIGID not less than 20 feet in width or as TRIGID may specify. All rights-of-way or easements shall be recorded prior to release of approved plans.

F. Commitment of Sewer Service. Main extensions or other facilities constructed by persons for development of property shall not be considered as reserved for supply to those properties exclusively. Extensions of and connections to such mains for service to others shall be permitted when, in the opinion of TRIGID, such connections will not substantially affect service to the original development or property.

6.2 Standard Main Extensions.

A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions as described in Article 6.1.

B. Size of Mains. Proposed main extensions to serve developments, both on-site and off-site, shall be of sufficient size to adequately provide sewer service for the development. TRIGID reserves the right to establish sizes of all mains and appurtenances.

C. Responsibility for Cost. The cost of all main extensions, including service laterals and other appurtenances to be constructed under Article 6.2, including permit fees and any other related fees, shall be borne by the developer or Customer.

D. Agreement and Payment of Fees. Prior to TRIGID's permission to start construction, the developer or Customer shall execute a standard form of agreement with TRIGID and submit payment of all required fees, charges and deposits as required by these Rules.

E. Construction by Private Contractor or Developer. Design, permitting and preparation of construction drawings shall be done by competent registered professional engineer selected by the applicant. Construction work shall be performed by an experienced, properly licensed and competent person or firm selected by the applicant. In certain circumstances when, in the opinion of TRIGID, the extent of work to be performed is minor and can be accomplished efficiently and economically by TRIGID employees or representatives, TRIGID may elect to perform the work and the applicant shall deposit an amount equivalent to the estimated cost. Upon completion of construction, the differential between estimated and actual costs will be billed or refunded.

F. Completion. Upon completion of the work, the applicant's engineer shall certify that the work was completed according to the plans and specifications, except in the case of work completed by TRIGID. Sewer service will not be activated until the engineer's certification is submitted to TRIGID and TRIGID accepts the construction.

6.3 Oversized Main Extensions.

A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions described in Article 6.1. When applicable, the provisions of this Article 6.3 shall govern over the provisions of Article 4.4.

B. Applicability. For the purpose of this Article, an oversized main is described as a main larger than eight inches (8") and which, in addition to providing an adequate sewer service to the proposed development, is required to be of a size which will be capable of meeting future demands for parcels other than Customer's on the distribution system and provide for orderly development of that system. TRIGID reserves the right to determine what constitutes an oversized main.

C. Location of Mains. Oversized mains may be off-site (outside the boundaries of a development) or traverse the interior area or combination thereof.

D. Identification of Mains. TRIGID shall indicate and identify on plans submitted for a proposed development both the standard and oversized diameters of pipelines to be constructed.

E. Approval by TRIGID Required. Proposals for oversizing of water mains shall be submitted to TRIGID for review and approval. Plans, conforming with TRIGID's directive, shall then be approved and TRIGID shall enter into an agreement with the developer or Customer, providing for TRIGID's participation in construction costs as hereinafter set forth.

F. Participation in Cost. Participation by TRIGID for the oversizing of a main extension shall be based on the difference in actual cost of pipe, fittings, and valves between the size required for the main extensions and the size required for oversizing and shall not include trenching and backfill. The cost

difference shall be established by a certified price list from the supplier. Prices quoted on the list shall be the actual prices charged to the buyer.

G. Alternate Method of Payment. TRIGID may, in lieu of a lump sum payment of TRIGID's portion of the construction costs, arrange with the developer or Customer for an alternate method of payment from future connection charges of other Customers for a period of ten (10) years.

ARTICLE 7. TIME AND MANNER OF PAYMENT

7.1 Issuance of Bills. TRIGID shall issue a monthly bill for each service in accordance with these Rules. TRIGID shall send out bills for sewer service and for which no payment has been received and shall use the rates and charges established by these Rules to determine the amount.

7.2 Bills Due When Presented. Upon presentation, all bills shall be due and payable at the operating office of TRIGID or as specified in the bills.

7.3 Delinquent Accounts. Accounts not paid in accordance with Article 5.8 are delinquent and shall be charged a late fee of 1.5 percent per month of the outstanding balance plus a basic penalty fee of ten percent (10%) of the delinquent monthly billing.

7.4 Discontinuance of Service. TRIGID may discontinue service to a Customer having a delinquent bill as specified in Article 9.2.

7.5 Represents Lien on Property. Until paid, all rates and charges provided in these Rules which are delinquent constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

7.6 Proration of Service Charges; Minimum Bill. If any opening or closing bill is for a period shorter than the regular billing period, the base rate charge for service shall be reduced in the same proportion as the actual period of use is reduced from the regular billing period.

7.7 Failure to Receive a Bill. Failure to receive a bill does not relieve the Customer of the obligation to pay for services received.

7.8 Checks Not Honored by Bank. Checks presented in payment to TRIGID which are returned by a bank shall be treated as though no payment had been made and a fifty dollar ($50.00) handling charge will be levied by TRIGID plus any additional charges of the bank. Payment in lieu of returned checks may be required to be by cash or equivalent. The Customer must reimburse TRIGID for any returned check fees charged by a bank to TRIGID.

7.9 Estimated Bills and Non-operable Meters. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used, and a bill shall be issued for the estimated service. The next succeeding bill which is based upon actual meter readings will reflect the difference between prior estimates and actual consumption. If a meter is found to be non-operable, consumption shall be estimated and billed, considering all pertinent factors.

7.10 Billing Adjustments. Where billing adjustments are processed for inaccurate meter recordings or other usage adjustments, if the meter has:

A. under-recorded the usage of water, the adjustment shall be only for the period of the most recent six (6) months of usage.

B. over-recorded the usage, the adjustment in the form of a credit shall be made only for the period of the most recent six (6) months of usage.

A Customer who, because of an adjustment to their bill, owes TRIGID money for service may pay that amount over a three (3) month period. TRIGID shall credit the Customer who was overcharged because of an inaccurate meter not later than thirty (30) days after the overcharge is determined.

7.11 Disputed Bills. In the case of a dispute between a Customer and TRIGID as to the correct amount of any bill rendered by TRIGID for service furnished to the Customer, the Customer will deposit with TRIGID the amount claimed by TRIGID to be due. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may be discontinued, shall warrant TRIGID in discontinuing the service to the Customer without further notice. A billing dispute not resolved to the Customer's satisfaction is subject to the dispute resolution procedures as provided in Article 13.

ARTICLE 8. APPLICATION FOR SERVICE

8.1 Application. Each person applying for a new sewer service or changes in an existing service, will be required to sign appropriate application forms provided by TRIGID and to pay all required fees and charges. The application form shall include an agreement to abide by all TRIGID rules and regulations and shall require furnishing such information as TRIGID may reasonably require. Each applicant shall describe the type of development proposed for the property.

8.2 Existing Service Connection. Applicants for service through existing service connections shall nevertheless provide required information on application forms provided by TRIGID.

8.3 New Service. The applicant shall provide any and all information which will assist TRIGID in properly sizing and locating a service lateral, including a description of the development, the use of water and plumbing plans of the private facilities, if required. Applications shall be accompanied by payment of any deposit, applicable fees, plus the connection charge, unless deferred.

8.4 Work to be Inspected. All sewer facilities construction work shall be inspected by TRIGID to ensure compliance with all TRIGID requirements. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the sewer system until all work has been completed, inspected, approved and accepted by TRIGID.

8.5 Self-identification of User Type. Whether a new, or existing service, the applicant shall identify themselves to the TRIGID if they are classified as a Significant Industrial User as defined in 40 CFR 403.3 (v), or a Categorical Industrial User subject to any standard in 40 CFR chapter I, subchapter N.

8.6 Correct Information. In the event that an applicant provides incorrect information as to the size and location of a service connection or requests a change in the size or location after work has commenced, the applicant shall pay any costs incurred by reason of such corrections and changes.

8.7 Rejection of Application. Applications for service through existing or new service connections accompanied by all required fees and charges may nevertheless be rejected if:

A. The account of the applicant or any other person (e.g., prior Customer, tenant, owner) at the same service location, or the applicant at another location, is delinquent; or

B. The purpose of the applicant, in the opinion of TRIGID, is to circumvent discontinuance of service in

another name because of nonpayment of sewer bills.

8.8 Service Outside Service Area Boundary. Only property within the service area boundary is eligible for sanitary sewer service from TRIGID. Property outside the service area must be annexed into the service area before application can be made for sanitary sewer service to the property. Applicant shall pay all costs associated with annexation of property into the service area. The Board may deny any annexation request, in its sole discretion, and the Board shall not approve any annexation that conflicts with existing County Master Plans and/or existing Development Agreements for the TRIGID Service Area. The Board may annex, in its sole discretion, any property for wholesale service, and any nonresidential property for retail service.

8.9 Design, Construction of New Connections, Inflow Sources. No new connection shall be made to TRIGID sewer system unless the same is properly designed and constructed complying with the Uniform Plumbing Code and approved TRIGID Design Standards and Details. All inflow sources including but not limited to roof leaders, cellar, yard and area drains, foundation drains, cooling water discharges, drains and springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters or drainage shall not be permitted to be connected to the sewer system.

8.10 Prohibition against Altering Connections. No person may bypass, adjust, or alter any piping arrangement (including metering devices) from a premises connecting to the sewer without the prior written consent of TRIGID.

8.11 Will Serve Commitment. Upon approval of Customer's application for service and compliance with all provisions of these Rules, TRIGID will issue to Customer a written will serve commitment for each sewer use of Customer. Unless Customer is required to build and dedicate sewer system improvements in accordance with Article 4.4 or Article 6, TRIGID agrees to cause the construction, at its sole cost and expense, of all community sewer system facilities deemed necessary by TRIGID in order to provide sewer service to Customer.

ARTICLE 9. TERMINATION OF SERVICES

9.1 Customer Request for Termination of Service. A Customer may have service terminated by giving not less than five (5) business days advance notice thereof to TRIGID and provide a mailing address to which the closing bill will be mailed. Charges for service may be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five (5) business days advance notice. When such notice is not given, the Customer will be required to pay for service until five (5) business days after TRIGID has knowledge that the Customer has vacated the premises or otherwise has terminated service. Failure to notify TRIGID of termination of service shall not relieve the Customer or property owner (if other than the Customer) of responsibility for payment of sewer bills.

9.2 Termination of Service by TRIGID.

A. For Nonpayment of Bills. A Customer's service may be discontinued for nonpayment of a bill for service furnished if the bill is delinquent, provided TRIGID has given the Customer at least five (5) days prior notice of its intention to discontinue service.

B. Premises to which charges have become delinquent may be disconnected from the sewer system. TRIGID shall charge the cost of disconnection of such premises and the cost of reconnection thereto, plus the discontinuance charge before such premises are reconnected to the sewer system.

C. For Noncompliance with Rules. TRIGID may discontinue service to any Customer for violation of

these Rules after it has given the Customer as least five (5) days written notice of such intention. Where safety of water supply or water quality is endangered, or other emergency circumstances exist, service may be discontinued or curtailed immediately without notice.

D. For Infiltration, Cross-Connections, or Illegal Connections. Where nonemergency infiltration, discharge of harmful waste, inter-connection, cross-connection, or illegal connection on or from a Customer's premises occurs, TRIGID may discontinue service and/or make such corrections as may be indicated at Customer's expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.

E. For Unsafe Apparatus or Where Service is Detrimental or Damaging to TRIGID or its Customers. If any unsafe or hazardous condition is found to exist on the Customer's premises, or if any apparatus or illegal or prohibited connections, equipment or otherwise, is found to be detrimental or damaging to TRIGID or its Customers, the service may be discontinued without notice. TRIGID will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.

F. For Fraudulent Use of Services. When TRIGID has discovered that a Customer has obtained service by fraudulent means, or has altered sewer service for unauthorized use, the service to that Customer may be discontinued without notice. TRIGID may not restore service to such Customer until that Customer has complied with all policies, rules and reasonable requirements of TRIGID and TRIGID has been reimbursed for the full amount of the service rendered and the actual cost that TRIGID incurred by reason of the fraudulent use.

9.3 Restoration of Service.

A. To Be Made During Regular Working Hours. TRIGID will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnection will be made on the regular working day following the day the request is made.

B. To Be Made at Other Than Regular Working Hours. When a Customer has requested that the reconnection be made at other than regular working hours, TRIGID will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. Disconnections or reconnections requested by the Customer at other than regular working hours may result in the requirement of payment of additional TRIGID costs in addition to the charges for disconnection and reconnection.

9.4 Refusal to Serve.

A. Conditions for Refusal. In addition to the provisions of Article 8.7, TRIGID may refuse an applicant for service under the following conditions:

1. If the applicant for service is not within the boundaries of TRIGID.

2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

3. If the applicant fails to comply with these Rules or other rules as approved by the Board.

4. If, in the judgment of TRIGID, the applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be

rendered.

5. Where service has been discontinued for fraudulent use, TRIGID may elect not to serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

6. When the collection lines, disposal systems, or treatment facilities do not have capacity or the capability to receive and/or treat sewage, septic tank effluent, or liquid waste without contamination of the ground or surface waters of the basin or the watershed of the Truckee River, or in violation of Health Department requirements.

7. If the applicant for service is for a residential use.

B. Notification to Customers. When an applicant is refused service under the provisions of this Article, TRIGID will notify the applicant promptly, by procedures specified in Article 3.3, of the reason for the refusal to serve and of the right of the applicant to appeal TRIGID's decision to the Board. Whenever termination of water service will affect more than one Customer, TRIGID will make reasonable effort to give notice to all Customers.

ARTICLE 10. REGULATION OF WASTEWATER DISCHARGE

10.1 Purpose and Policy. The portions of these Rules regarding wastewater discharge regulation impose uniform requirements for discharges into TRIGID's wastewater collection system and enable TRIGID to comply with any applicable state and federal water quality standards, limitations and pretreatment standards, to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged. These regulations provide a means for determining wastewater volumes, constituents, and characteristics, the issuance of discharge permits to certain users, and enforcement.

10.2 Administration. Except as otherwise provided herein, TRIGID shall administer, implement and enforce the provisions of this regulation of wastewater discharge. Any powers granted or duties imposed upon TRIGID may be delegated by TRIGID to persons acting in the beneficial interest of or in the employment of TRIGID.

10.3 Dischargers Subject to These Regulations. All wastewater dischargers, domestic and industrial/commercial, to TRIGID sewer system are subject to the wastewater regulations, inspection, enforcement and charges provided in these Rules.

10.4 Discharges Prohibited from Sanitary Sewers. Sewage, waste, or any matter having any of the following characteristics shall not, under any conditions, be discharged into, be placed where they might find their way into, or be allowed to run, leak or escape into any part of TRIGID sewer system:

A. Any gasoline, benzene, naphtha, solvent, fuel oil, or any other liquid, solid, or gas which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;

B. Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges; any waste with a pH greater than 9.5 pH units or high enough to cause alkaline incrustations on sewer walls or other adverse effects on the wastewater systems;

C. Any solids or viscous wastes that may cause deposition, obstruction, damage or reduction of flow in the sewer, be detrimental to proper wastewater treatment plant operations, or other interference. These objectionable substances include, but are not limited to: asphalt, dead animals, offal, ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, bones, hair fleshings, entrails, paper, dishes, paper cups, milk containers, or other similar paper products, either whole or ground;

D. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.

E. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

F. Petroleum oil, nonbiodegradable cutting oil, refined petroleum products, or products of mineral oil origin in amounts that will cause interference or pass through;

G. Any waste containing or causing the promotion of toxic or poisonous solids, liquids, or gases that, alone or in combination with other waste substances may create a hazard for humans, animals, or the environment, interfere with wastewater treatment processes, cause a public nuisance, or cause any hazardous condition to occur in the wastewater system

H. Any trucked or hauled pollutants, except at discharge points designated by the POTW;

I. Any inflow sources, including rainwater, stormwater, groundwater, street drainage, subsurface drainage, roof drainage, yard drainage, and water from yard fountains, ponds or law sprays, or any other uncontaminated water. It is unlawful to connect any sewer lateral to TRIGID's wastewater facilities which would allow infiltration discharges in excess of two hundred gallons per day per pipe diameter inch per mile of length;

J. Any water added for the purpose of diluting waste;

K. Any radioactive, radiological, or chemical/biological warfare, waste or material exceeding 100 mg/L except as regulated by the state or federal government;

L. Any matter that would be poisonous to or inhibit the biological organisms associated with any sewage treatment process, and which, in the opinion of the TRIGID, might interfere with the satisfactory operation of any treatment facility or any portion of the sewer system.

10.5 Administration - Determination of Prohibited Discharge. TRIGID shall make all discretionary determinations as may be required to administer these Rules and shall recover the cost incurred in making such determinations from the discharger.

10.6 Prohibition on Unpolluted Water. Unpolluted water including, but not limited to, process cooling water, blowdown from cooling towers or evaporator coolers, and swimming pool water, shall not be discharged through direct or indirect connection into TRIGID sewer system unless an discharge permit is issued by TRIGID for such discharge. TRIGID may approve the discharge of such water when no reasonable alternative method of disposal is available and such discharge does not violate other sections of these Rules. If a permit is granted for the discharge of such water into the wastewater facilities, the user shall pay the applicable charges and fees and shall meet such other conditions required by TRIGID.

10.7 Exclusions from Sanitary Sewers. In addition to the matter excluded heretofore, all surface drainage water shall be excluded from all parts of the sewer system designated by TRIGID as the sanitary sewer system.

10.8 Septic Tank Waste. It is unlawful to discharge any septic tank or cesspool waste to TRIGID sewer system unless specifically authorized in writing by TRIGID. The time and place for the specific discharge and required characteristics of the matter discharged shall be designated by TRIGID. No discharge shall violate any section of these Rules.

10.9 Limitations on the Use of Garbage Grinders, and Required Use of Grease Traps and Interceptors. Waste from garbage grinders shall not be discharged into TRIGID's wastewater facilities except when the wastes are generated in preparation of food normally consumed on the premises and the grinders shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the wastewater facilities, and to a size not to exceed one-half inch in any dimension. Garbage grinders shall not be used for grinding plastic, paper products, inert materials or garden refuse. All scullery or dish table wastes shall not be put through a garbage grinder unless the discharge is through an approved grease interceptor.

All waste discharged from establishments which may generate grease shall install and maintain a grease interceptor. Sizing specifications for grease traps and interceptors are outlined in Chapter 7 and Appendix H of the Uniform Plumbing Code. TRIGID may waive the required minimum size grease interceptor. The design, operation and sizing of all grease traps and interceptors must be approved by TRIGID.

Grease traps, interceptors and sand/oil separators shall be constructed to prevent any bypass of matter prohibited in the wastewater system. Sand/oil separators shall be a minimum capacity of 1,000 gallons except when otherwise specified in Appendix I of the Uniform Plumbing Code.

The introduction of emulsifiers, bacteria, enzymes or any other product into the grease trap or interceptor which could cause oil and grease to pass through the trap or interceptor is prohibited. Grease traps and interceptors shall be cleaned regularly to ensure proper operation.

10.10 Limitations on Point of Discharge. No person shall discharge any substances directly into a manhole or other opening in a TRIGID sewer other than through an approved building sewer unless he has been issued a permit by TRIGID. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by TRIGID.

10.11 Limitations on Wastewater Strength. Except as expressly permitted by these Rules or by TRIGID upon demonstration of good cause, no person shall discharge wastewater containing constituents in excess of:

Constituent	Maximum Concentration
Alkalinity, Total	430 mg/L
Arsenic	.05 mg/L
Barium	4.0 mg/L
Biological Oxygen Demand, BOD	240 mg/L
Boron	1.00 mg/L
Cadmium	0.01 mg/L
Chloride	110 mg/L
Chromium	0.05 mg/L
Chemical Oxygen Demand, COD	720 mg/L
Copper	0.05 mg/L
Cyanide	0.23 mg/L
Fluoride	4.0 mg/L
Iron	5.0 mg/L
Lead	0.30 mg/L
Manganese	0.70 mg/L
Mercury	0.01 mg/L
Nickel	1.80 mg/L
pH	6.5-9.5
Phenol	.005 mg/L
Phosphorus	8 mg/L
Selenium	0.04 mg/L
Silica, as SiO_2	80 mg/L
Silver	0.05 mg/L
Sulfate	240 mg/L
Total Chlorinated Hydrocarbons	0.005 mg/L
Total Dissolved Solids, TDS	500 mg/L
Total Kjeldahl Nitrogen, TKN	40 mg/L
Total Suspended Solids, TSS	240 mg/L
Zinc	1.0 mg/L

Pesticides and Herbicides	Maximum Concentration
Chlordane	0.005 mg/L
Lindane	0.005 mg/L
Heptachlor	0.005 mg/L
Methoxychlor	0.005 mg/L
Taxaphene	0.005 mg/L
2-4D	0.005 mg/L
2-4-5T	0.005 mg/L
Parathion	0.0016 mg/L
Malathion	0.004 mg/L
Guthion	0.004 mg/L

10.12 Revision of Wastewater Regulations. Effluent limitations promulgated by any federal, state or local law, and regulations and guidelines promulgated thereunder, shall apply in any instance where they are more stringent than those in these regulations.

Limitations on wastewater strength in Article 10.12 may be supplemented with more stringent limitations pursuant to Article 12 of these Rules:

A. If TRIGID determines that the limitations in Article 10.12 of these Rules may not be sufficient to protect the operation of the sewer system.

B. If TRIGID determines that the limitations in Article 10.12 may not be sufficient to enable TRIGID sewer system to comply with water quality standards or effluent limitations specified in any federal, state or local permit.

C. If any matter of any nature may be discharged into the sewer system, which discharge might reasonable be considered a violation of these Rules, the controlling characteristic of such matter shall be determined to the satisfaction of TRIGID. The responsibility of initiating such determinations of any costs involved and of submitting the results of the determinations to TRIGID for its approval lie solely with the party of parties desiring to discharge the matter into the sewer system. Verification of these results and the decision as to whether or not a permit shall be issued shall be the responsibility of TRIGID. The adoption of different rules or policies subsequent hereto does not constitute a waiver of TRIGID's right to regulate or prohibit the discharge of any matter.

10.13 Accidental Discharges. Customers shall notify TRIGID immediately upon accidentally discharging waste in violation of these Rules to enable TRIGID to take proper measures to reduce the impact of the discharge. This notification must be followed by a detailed written statement within fifteen (15) days of the date of occurrence.

10.14 Excessive Discharge. No Customer shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations enforceable under these Rules.

10.15 Cooling Water. Except as expressly permitted by TRIGID or these Rules, facilities using water for cooling shall not discharge the cooling water to the wastewater system or storm drain system. Recirculation of such cooling water shall be required.

10.16 Pretreatment. Industrial/commercial process water shall be pretreated, if necessary, to meet discharge requirements of these Rules. If process water can be recirculated or reused, equipment shall be installed to accomplish the recirculation or reuse.

10.17 Identification of Process Chemicals. All process chemicals and industrial wastes shall be properly labeled for identification purposes.

ARTICLE 11. WASTEWATER DISCHARGE PERMITS

11.1 Permit for Industrial/Commercial Dischargers. Industrial/Commercial dischargers connected to the TRIGID sewer system shall obtain a wastewater discharge permit from TRIGID. No industrial/commercial discharger may discharge without such a permit. TRIGID shall require permits for the following categories of industrial/commercial dischargers:

A. Dischargers with an average process waste stream of twenty-five thousand (25,000) gallons per day or more to the TRIGID wastewater plant (excluding sanitary, noncontact cooling and boiler blowdown wastewater)

B. Dischargers whose effluent strength (BOD, total suspended solids, total Kjeldahl nitrogen) exceeds the limitations on wastewater strength as described in article 10.12;

C. Dischargers using an unmetered water source;

D. All industrial dischargers for which national pretreatment standards have been established under federal, state or local law and regulations and guidelines promulgated thereunder;

E. Other dischargers as determined by TRIGID to require special regulation or source control.

11.2 Exemption from Requirement to Obtain a Wastewater Discharge Permit. The TRIGID may determine that an industrial/commercial discharger is nonsignificant based on information supplied by the discharger representing a process wastewater stream determined to not impact the WWTP.

11.3 Permit Application.

A. To obtain a wastewater discharge permit the industrial/commercial user shall complete and file with TRIGID an application in the form prescribed by TRIGID. The application may require the following information:

1. Name, address and Standard Industrial Classification (S.I.C.) number or numbers of applicants;

2. Estimated volume of wastewater to be discharged;

3. Wastewater constituents and characteristics as prescribed by TRIGID;

4. Time and duration of discharge;

5. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers and appurtenances by size, location and elevation as required by TRIGID;

6. Description of business activities including type of products, raw materials used, variation in operation, and number and duties of employees;

7. Any other information as may be deemed by TRIGID to be necessary to evaluate the permit application.

B. TRIGID will evaluate the data furnished by the discharger. After evaluation, inspection, and approval of all the data required, TRIGID may issue a wastewater discharge permit subject to terms and conditions provided herein.

C. Before a new industrial/commercial discharger is allowed, the discharger must first obtain a wastewater discharge permit from TRIGID. Violation of this provision shall subject the discharger to enforcement and charges as provided in these Rules.

D. Fees for wastewater discharger permit and monitoring shall be as stated in Article 5.3 of these Rules.

11.4 Terms and Conditions.

A. Duration of Discharge Permits. Wastewater discharge permit shall be issued for a specified time period not to exceed one year. A permit may be issued for a period less than a year or may be stated to expire on a specific date. If the user is not notified by TRIGID thirty (30) days prior to the expiration of the permit, the permit shall be extended until such notice is made. The terms and conditions of the permit may be subject to modification and change by TRIGID during the life of the permit as limitations or requirements as identified in Article 10 of these Rules are modified and changed. The user shall be informed of any proposed changes in their permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a time schedule for compliance, at a maximum of six months.

B. Permit Conditions. Wastewater discharge permit shall be expressly subject to all provisions of these Rules and all other applicable regulations, user charges and fees established by TRIGID. Permits may contain the following:

1. the unit charge or schedule of user charges and fees for the wastewater to be discharged to a sewer;

2. limits on the average and maximum wastewater constituents and characteristics;

3. limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

4. requirements for installation and maintenance of inspection and sampling facilities;

5. specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

6. compliance schedules;

7. requirements for submission of technical reports or discharge reports;

8. requirements for maintaining and retaining records relating to wastewater discharge as specified by TRIGID, and affording TRIGID access thereto;

9. requirements for notification to TRIGID of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the sewer system.

10. requirements for notification of sludge discharges;

11. pretreatment of wastes before discharge;

12. relocation of discharge points;

13. prohibition of discharge of certain wastewater constituents;

14. notification to TRIGID of any new introduction of wastewater constituents or any substantial change in the volume or character of wastewater discharge;

15. development of a compliance schedule for the installation of technology required to meet applicable pretreatment standards and requirements;

16. other conditions necessary to accomplish the purpose of these Rules.

17. The permit may include a time schedule which allows the discharger time to meet the conditions of the permit. The industrial/commercial discharger who has been issued a permit, will be responsible for all costs required to comply with conditions of the permit.

C. Change of Permit Terms and Conditions. TRIGID may change any or all terms and conditions of a discharge permit for cause. TRIGID shall specify a reasonable compliance period to comply with any required changes in the permit.

D. Transfer of a Permit. Wastewater discharge permits are issued to a specific user for a specific corporation. Except as expressly permitted by TRIGID or these Rules , a wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

11.5 Minimum Reporting Requirements. All industrial/commercial dischargers applying for a new permit or proposing changes to a stream covered by an existing permit are subject to monthly reporting for 30-day average and maximum daily flow, and for all constituents listed in article 11.12, except those listed under Pesticides and Herbicides.

11.6 Reduced Reporting. Following periods of continuous compliance, the TRIGID may reduce the required reporting requirements and frequencies.

11.7 Trade Secrets and Confidentiality. Any information, except effluent data as defined in 40 CFR 2.302 may be claimed as confidential, or as a trade secret by the discharger. Confidentiality claims must be asserted at the time of submission by sampling the words "CONFIDENTIAL BUISINESS INFORMATION" on each page containing such information. If no claim is made at the time of submission, the District may provide information to the public by request.

Information as defined in 40 CFR 2.302 (a)(2)(ii) may be classified as effluent data only to the extent necessary to allow the regulatory agency to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow the regulatory agency to demonstrate the feasibility, practicability, or attainability (or lack thereof) an existing or proposed limitation.

11.8 Monitoring Facilities, Reports and Access by Industrial Waste Inspector. TRIGID may require discharger, at their own expense, to construct, operate and maintain monitoring facilities and equipment, and to submit monitoring reports in order to allow inspection, sampling and flow measurement. The monitoring facility will normally be required to be located on the discharger's premises outside of the building. There shall be accommodations to allow safe and immediate access for the Industrial Waste Inspector, as may be required by TRIGID. No person shall prevent, or attempt to prevent, any such entrance or obstruct or interfere with any such officer or employee of TRIGID while so engaged.

11.9 Inspection. TRIGID, Industrial Waste Inspector, or government officials or employees, shall have the right of entry for inspection purposes of the facilities discharging to TRIGID's sewer system to ascertain compliance with TRIGID's sewer regulations or any federal, state or local law. Person or occupants of premises where wastewater is created or discharged shall allow TRIGID or its representatives ready access to all parts of the premises for the purposes of inspection, sampling, records examination, or in the performance of any other duties as called for in these Rules. TRIGID or its representative will verify the discharge flows and strength reported by discharger, or to determine compliance with these Rules.

Inspection, measurement and sampling may be conducted periodically by the Industrial Waste Inspector. TRIGID may install, maintain and operate sampling and measuring equipment on the premises of the discharger. Where a discharger has security measures in force which would require proper identification and clearance before entry into the user's premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification the Industrial Waste Inspector will be permitted to enter without delay for the purposes of performing the specific responsibilities of these Rules.

11.10 Pretreatment of Sewage. When at any time it becomes necessary or desirable to discharge into the sewer system any matter from any source which does not conform to the requirements outlined in Articles 10 or 11 of these Rules, it is required that before such matter may be discharged into the sewer system, the producer thereof shall pretreat same at their own expense to a degree that will produce an effluent which does conform to the requirements. Such pretreatment plants shall be understood to include grease traps, chemical or biochemical plants, sedimentation chambers and any other devices which effect a change of any nature in the characteristics of the matter being treated. Any and all such devices and equipment shall not be put into operation without a written permit of approval issued by TRIGID and shall be provided with all necessary features of construction to permit inspection of operations and testing of material passing through them, and shall be open to the inspection of TRIGID at any time, but the producer, in lieu of the treatment of the sewage as hereinabove provided for, may, with the written approval of TRIGID being first obtained, discharge the sewage, waste or other matter into the sewage system, subject to the provisions of Article 10, and subject to the payment of the additional cost of the treatment thereof, as provided for in these Rules.

TRIGID may require users of TRIGID's sewer system to pretreat wastewater. Users shall make wastewater acceptable under the limitations established herein before discharging into any wastewater facility. Any facilities required to pretreat wastewater to a level acceptable to TRIGID shall be provided and maintained at the user' s expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to TRIGID for review and shall be approved by TRIGID before construction of the pretreatment facility. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of these Rules. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by TRIGID.

11.11 Monitoring Equipment Construction and Report Requirements.

A. Monitoring facilities and equipment may be required of any sewer user in order to allow inspection, sampling and flow measurement of the building sewer, or internal drainage system. When more than one sewer user can discharge into a common building sewer, TRIGID may require installation of a separate monitoring facility for each user. Also when, in the judgment of TRIGID, there is significant difference in wastewater constituents and characteristics produced by different operations of a single user, TRIGID may require that separate monitoring facilities be installed for each separate discharge. Monitoring facilities that are required to be installed shall be constructed, operated and maintained at the user's expense. The purpose of the facility is to enable inspection, sampling and flow measurement of wastewaters produced by a user. If sampling or metering equipment is also required by TRIGID, it shall be provided, installed and operated at the user's expense. The monitoring facility will normally be required to be located on the user's premises outside of the building. TRIGID, however, when such a location would be impractical or cause hardship to the user, may allow the facility to be constructed in the public street or public sidewalk area.

If the monitoring facility is inside the user's fence, there shall be accommodations to allow safe and immediate access for the Industrial Waste Inspector, such as a gate secured with a TRIGID lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the sewer user.

Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with TRIGID's requirements. When, in the judgment of TRIGID, an existing user requires a monitoring facility, the user will be so notified in writing. Construction must be completed within ninety (90) days following written notification unless a time extension is otherwise granted by TRIGID.

B. Within ninety (90) days following the date for final compliance with applicable discharge limitations, or in case of a new source following commencement of the introduction of wastewater into TRIGID sewer system, any commercial/industrial discharger subject to such discharge limitations shall submit to TRIGID a report indicating the nature and concentration of all pollutants in the discharge from the affected commercial or industrial establishment. The discharger's report will include reporting on the discharge from any regulated processes which are limited by the discharge limitations and the average and maximum daily flow from these process units in the user facility which are limited by such standards or discharge limitations. The report shall state whether the applicable limitations are being met on a consistent basis, and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the sewer user into compliance with the applicable limitations. The submitted report shall be signed by an authorized representative of the industrial/commercial user and certified to be a qualified professional.

C. Any user subject to a discharge limitation after the compliance date of such discharge limitation, or, in the case of a new source after commencement of the discharge into TRIGID sewer system shall submit to TRIGID during the months of June and December, unless requirement more frequently by TRIGID, a report indicating the nature and concentration of pollutants in the effluent which are limited by such discharge limitations. In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported, as required under the permit. At the discretion of TRIGID, and in consideration of such factors as local high or low flow rates, holidays, budgets and cycles, TRIGID may agree to alter the months during which the above reports are to be submitted. TRIGID may impose mass limitations on users which are using dilution to meet applicable discharge limitations or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by the above paragraph shall indicate the mass of pollutants regulated by the discharge limitations in the effluent of the sewer user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature of concentration, or production and mass, where requested by TRIGID, of pollutants contained therein which are limited by such applicable pretreatment standards. The frequency of monitoring shall be prescribed in the discharge permit. All analyses shall be performed in accordance with procedures established in standard methods or other procedures approved TRIGID.

11.12 Violation Notice. In the event of a minor or potential hazard, the Industrial Waste Inspector shall issue a notice to the discharger to remedy the hazard. Said notice shall require the discharger to submit to TRIGID within ten days a detailed plan and time schedule of specific action the discharger will take in order to correct or prevent a violation. If the discharger fails to submit an acceptable plan, fails to comply with the notice, or fails to comply with the plans submitted, the discharger shall be in violation of these Rules.

11.13 Cease and Desist Order. In the event of a discharge or potential discharge threatens the operation of the TRIGID sewer system, or endangers the health or safety of any person, TRIGID shall issue a cease and desist order to the discharger. If the discharger fails to obey said order immediately, the Industrial Waste Inspector may take such action pursuant to these Rules as may be necessary to ensure compliance.

11.14 Enforcement Procedures.

A. When discharge of wastewater has taken place in violation of these Rules or the provisions of a wastewater discharge permit, TRIGID, Industrial Waste Inspector, or other duly authorized TRIGID employee, may issue a cease and desist order and direct those persons not complying with such prohibitions, limits, requirements, or provisions, to: comply forthwith, comply in accordance with a time schedule set forth by TRIGID, or take appropriate remedial, or preventative action.

B. Any user who violates the following conditions of this title, or applicable state and federal regulations, is subject to having their permit revoked by TRIGID for:

1. failure of a user to factually report the wastewater constituents, flow and/or characteristics of their discharge;

2. failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

3. refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or

4. violation of conditions of a wastewater discharge permit.

C. In the event of a significant upset or permit violation, the TRIGID may issue a public notice with details regarding the event if there is potential for the event to cause issues to public health.

11.15 Indemnity. Any person who violates or aids or abets the violation of any provisions of these regulations, requirements, or conditions set forth in permits duly issued, or who discharges wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, shall be liable to indemnify, defend and hold harmless TRIGID in the full amount of any penalty or judgment rendered against TRIGID which is attributable to, or results from, such violation.

11.16 Falsifying of Information. Any person who knowingly makes any false statements, representation, record, report, plan or other document filed with TRIGID, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Rules, is declared to be in violation of these Rules, and subject to the charges imposed under these Rules, or subject to the procedures specified in these Rules.

ARTICLE 12. SERVICE AREAS

12.1 Intention. The intent of these Rules is to establish rules, regulations and rates for sewer service supplied hereunder only to areas allowed by TRIGID's service territory for retail service and for wholesale service. No other areas shall be served by TRIGID. Otherwise, TRIGID shall establish the service area, based on its ability to serve and as provided by law and these Rules.

12.2 Wholesale Service. TRIGID may enter into an agreement with a person who is a regulated public utility company, a governmental entity authorized by law to provide retail water service, or an accommodator under NRS 704.030 to provide wholesale water service to said person, provided said person provides retail water service outside TRIGID's retail service area in a manner allowed by law.

ARTICLE 13. DISPUTES, RELIEF, APPEALS, REVIEWS

13.1 Relief on Application. When any person by reasons of special circumstances is of the opinion that any provision of these Rules is unjust, inequitable or improper as applied to their premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to their premises. If such application be approved, the Board may suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

13.2 Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of these Rules should be suspended or modified as applied to a particular premises and may order such suspension or modification for any such premises during the period of such special circumstances, or any part thereof.

13.3 Review by the Board. These Rules shall be reviewed by the Board on a periodic basis to ensure that the provisions of these Rules are kept up to date, and that the charges and fees set out in Articles 4 and 5 are adequate to meet the costs of operating the water facilities and recovering the cost of Capital Outlays.

13.4 Adjustment of Complaints. The Board shall have the power of discretion in the interpretation and application of these Rules, including adjustments or rebate of charges, if in the Board's opinion, the intent of the Rules would not be accomplished, and an injustice would result by their strict application.

13.5 Ruling Final. All rulings of the Board shall be final, unless appealed in writing as provided in this Article within thirty (30) days.

13.6 Billing Disputes. Any dispute regarding the payment of any bill, charge or fee demanded by TRIGID is subject to relief and review as provided in this Article 14.

13.7 Right to Arbitration. Any request for relief made pursuant to Article 14.1 or other dispute arising from these Rules shall be subject to arbitration and be decided by arbitration in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the Board and with the American Arbitration Association.

13.8 Limitation on Claim. A demand for arbitration shall be barred unless made within thirty (30) days after the ruling of the Board, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

13.9 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has not matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment. Otherwise, all unasserted claims are barred.

13.10 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TRI GENERAL IMPROVEMENT DISTRICT
WATER SERVICE RULES, REGULATIONS AND RATES

Revised August 27, 2020

TRI GENERAL IMPROVEMENT DISTRICT WATER SERVICE RULES, REGULATIONS AND RATES

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ARTICLE 1. GENERAL PROVISIONS

1.1 Purpose. TRIGID has been created by Storey County under Nevada Revised Statutes Chapters 318 and 308 to own, maintain and operate community water and sewer systems to provide service to Customers in the service area, known as Tahoe-Reno Industrial Center, pursuant to Ordinance #171 and Resolution 00-85, both passed on August 8, 2000. TRIGID is not regulated as a public utility by the Nevada Public Utility Commission. TRIGID is a quasi-municipal entity functioning as a political subdivision of the State of Nevada.

1.2 Enterprise. TRIGID will furnish a system used for the provision of fire protection water as well as industrial, domestic and commercial water; and for the collection of domestic, commercial and industrial wastewater and septic tank effluent; including all parts of the enterprise, all appurtenances thereto, and land, easements, rights in land, contract rights and franchises.

1.3 Separability. If any section, subsection, sentence, clause or phrase of these Rules, Regulations and Charges or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of these Rules, Regulations and Charges or the application of such provision to other persons or circumstances. The Board hereby declares that it would have promulgated these Rules or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared to be unconstitutional.

1.4 Words and Phrases. For the purposes of these Rules, Regulations and Charges, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

ARTICLE 2. DEFINITIONS

2.1 Account Transfer shall mean any change made to a billing account, including but not limited to new ownership or new tenancy.

2.2 Additional Definitions/UPC. For the purpose of this Rules, additional terms shall have the meanings indicated in Chapter 1 of the latest edition of the Uniform Plumbing Code as prepared by the International Association of Plumbing and Mechanical Officials. Except as expressly stated otherwise in these Rules, all provisions of the latest edition of the Uniform Plumbing Code are incorporated herein by reference.

2.3 Applicant shall mean the person, business or governmental agency making application for water service to a parcel within service area, including the TRI Owners Association.

2.4 Application shall be a written request for water service (as distinguished from an inquiry as to the availability of, or charges for, such service) and agreement by Customer to comply with these Rules.

2.5 Billing Period shall be the period for which a billing is made. It may be for an average month and need not coincide with the calendar month (i.e., may be billed on a cycle of 29 to 31 days).

2.6 Board shall mean the Board of Trustees of TRIGID.

2.7 Building shall mean any structure used for human habitation or a place of business, recreation or other purpose requiring water services.

2.8 Capital Costs shall mean costs of major rehabilitation, expansion or upgrading required as facilities reach the end of their useful life.

2.9 Capital Outlays shall mean expenditures which result in the acquisition of, or addition to, fixed or capital assets.

2.10 Construction Water shall mean water delivered through other than a standard service connection for construction purposes.

2.11 Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of Nevada to perform the type of work to be done under these Rules.

2.12 Cross Connection shall mean any actual or potential connection between TRIGID's distribution facilities and any source or system which may potentially cause contamination, pollution, or change in water quality by any and all causes.

2.13 Connection Charge shall mean a fee charged in order to compensate TRIGID for the capital costs of investment, maintenance and repair in water plant equipment and related facilities made by TRIGID. The charge is applied to all new users of water facilities in approximate proportion to their anticipated usage and is for the right of service in the system.

2.14 County shall mean the County of Storey, State of Nevada.

2.15 Cubic Foot is the volume of water which occupies one cubic foot. The cubic foot is equal to 7.481 gallons.

2.16 Customer shall mean the person in whose name service is rendered as evidenced by Customer's signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in Customer's name regardless of the identity of the actual user of the service.

2.17 Date of Presentation shall be the date upon which a bill or notice is either postmarked or hand delivered to the Customer.

2.18 Delinquent shall mean an account that has not been paid by the 1st day of the calendar month following the due date of payment specified on the bill.

2.19 Developer shall mean any person engaged in or proposing development of property in the service area.

2.20 Development shall mean a parcel of property in the service area being improved and requiring water service, including but not limited to installation of service mains to and possibly on the property being improved.

2.21 Easement shall mean an acquired legal right for the specific use of land owned by others.

2.22 Employee shall mean any individual employed by TRIGID excluding independent contractors, consultants, and their employees.

2.23 Gallon is the volume of water which occupies 231 cubic inches.

2.24 Idler shall mean a length of pipe or spacer installed in lieu of a meter.

2.25 Inspector shall mean an individual designated to inspect facilities which are the subject of this Rules.

2.26 Inter-Connection shall mean any actual or potential connection to Customer piping which will provide water to property or permit use of water for purposes other than that for which a service connection was authorized.

2.27 Law is any statute, rule or regulation established by federal, state, County or municipal authorities.

2.28 Living Unit shall mean any residence, apartment, or other structure to be occupied for habitational purposes by a single person or family and requiring water service.

2.29 Main Classifications:

A. Off-Site Main shall mean a main, regardless of size, which extends from the existing water system to a development but excluding onsite mains.

B. On-Site Mains shall mean those public mains which are installed specifically to provide service to developments, and generally located within the development's boundaries.

C. Public Mains or TRIGID Mains shall mean those mains which are owned, operated and maintained by TRIGID after completion and acceptance.

D. Private Mains shall mean all water mains not owned by TRIGID after completion.

2.30 Metered Service is a service for which charges are computed on the basis of measured quantities of water.

2.31 Operation and Maintenance shall mean those functions that result in expenditures during the useful life of the water system facilities for materials, labor, utilities and other items which are necessary for managing and maintaining the water system facilities to achieve the capacity and performance for which such facilities were designed and constructed. The term "operation and maintenance" includes replacement as defined in these Rules.

2.32 Owner shall mean a person who holds legal title to the property or who is under contract to purchase the property.

2.33 Permanent Service is a service which, in the opinion of TRIGID, is of a permanent and established character. The use of water may be continuous, intermittent, or seasonal in nature.

2.34 Permit shall mean any written authorization required pursuant to this or any other regulation of the service area for the installation or operation of any part of the water system within the service area.

2.35 Person shall mean any individual, firm, association, organization, partnership, trust, company, corporation or other entity, and any municipal, political, or governmental corporation, body, or agency, other than TRIGID.

2.36 Premises shall mean all of the real property and services to a single integrated activity operating under one name to one or more buildings, locations or services, provided: (a) such building, locations or services are to a single unit of property; or (b) such buildings, locations or services are on two or more units of property immediately adjoining, except for intervening highways, streets, alleys or waterways.

2.37 Private Fire Protection shall mean service through a line used to extinguish accidental fires which benefits only one Customer or one class of Customers and is provided as an extra service in addition to normal and customary fire protection provided by TRIGID to all Customers.

2.38 Replacement shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the water system facilities to maintain the capacity and performance for which such facilities were designed and constructed.

2.39 Rules shall mean these Rules, Regulations and Rates of The TRI General Improvement District For Water Service.

2.40 Service Area shall mean the place of use of water rights available to serve the certain areas as designated in Article 13 of these Rules.

2.41 Service and Connection Classifications:

A. Combined Services shall mean service connections through which water is obtained for the dual purpose of fire protection and domestic use.

B. Commercial Services shall mean service connections to include, but not limited to, nonindustrial businesses, office buildings, private clubs, motels, hotels, department stores, retail stores, restaurants, clubs, schools, and similar Customers.

C. Domestic Services shall mean service connections through which water is obtained for all purposes exclusive of fire protection, but including residential, commercial, and industrial uses.

D. Emergency Service Connection shall mean a temporary service connection required to provide water to safeguard health and protect private or public property, subject to the conditions governing temporary service connections.

E. Industrial Service shall mean service to Customers engaged in warehousing or distribution, or in a process which creates or changes raw or unfinished materials into another form or product (e.g.,factories, mills, manufacturing facilities, assembly plants, machine shops, mines, pumping plants, creameries, canning and packing plants, or processing activities).

F. Interim Services shall mean non-permanent connections for delivery of water for use during the construction of developments, other construction projects, and in certain instances, for emergency service.

G. Non-Standard Connection shall mean a service connection installed at a location not adjacent to the property served and where there will not be a main installed contiguous to the property.

H. Private Fire Service shall mean a service connection through which water is delivered to private property for fire protection exclusively.

I. Residential Service shall mean service to a Customer in a single family dwelling, mobile home or building, or in an individual flat, condominium, or apartment in a multiple family dwelling, or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.

J. Service Connection shall mean the lateral pipe from the point of connection to a TRIGID water main, to and including the curb stop valve and/or meter box.

K. Standard Service Connection or "Permanent Service Connection" shall mean a service connection installed at a location adjacent to the property being served.

L. Temporary Service Connection shall mean a service connection installed at a location not adjacent to the property served and which is subject to removal or relocation at such time as a main is constructed.

2.42 Tenant shall mean a person renting or leasing a premise from the Customer or the Customer's selected representative.

2.43 TRIGID shall mean TRI General Improvement District, a political subdivision of the State of Nevada, formed and existing as specified in Subsection 1.1 of these Rules.

2.44 Water Meter shall mean a water volume measuring and recording device, furnished and/or installed by a user and approved by TRIGID.

2.45 Will Serve The written approval constituting a will serve commitment for water service from TRIGID.

ARTICLE 3. CONDITIONS OF SERVICE

3.1 Pressures. All applicants for service connections or water service and Customers shall accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and shall hold TRIGID harmless for any damages arising out of low pressure or high pressure conditions.

3.2 Interruption of Service. TRIGID will endeavor to notify Customers in advance of any interruption in service due to repairs, or other causes. However, in emergency conditions, when notification is not practical, service may be interrupted for indefinite periods of time. All Customers shall hold TRIGID harmless for any damages arising from interruptions in service caused by repairs, emergencies or conditions beyond the control of TRIGID.

3.3 Area Served. Properties within the boundaries of the service area shall be eligible to receive water from TRIGID in accordance with these Rules and subject to acceptance by TRIGID of a completed application by Customer.

3.4 Main Required. New applications for water service will be accepted only if the water main extends to the property being served, said water being within an off-site right-of-way or easement granted to TRIGID, or TRIGID agrees to extend the water main, unless the Customer agrees to extend all distribution, storage and supply capacity necessary to serve the Customer, subject to the provisions of these Rules.

3.5 Property Not Adjacent to a Water Main. In order to obtain service to property not immediately adjacent to a water main as required by Article 3.4 above, the applicant will be required to provide a main extension in accordance with the requirements of Article 10, or the applicant may make application for a non-standard service if the property meets the requirements of Article 9.9, and the applicant may be required to comply with the provisions of Article 4.3.

3.6 Damage to Property. TRIGID will not be liable for damage to property resulting from water running from open or faulty piping or fixtures on the Customer's property or from interruption or termination of service in accordance with these Rules, Regulations and Charges. Customers who request activation of a service shall be responsible for damage resulting from such activation due to open or faulty piping and fixtures on the Customer's property.

3.7 Tampering with TRIGID Property. No one except an employee or representative of TRIGID shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of TRIGID's system; or interfere with the meters or their connections, street mains or other parts of the system.

3.8 Penalty for Violation. For the failure of the Customer to comply with all or any part of these Rules, the Customer's service may be discontinued, in TRIGID's sole discretion, until the Customer is in compliance. Termination of water service shall be in accordance with Article 11.

3.9 Waste of Water. No Customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a Customer's premises, or is flowing onto adjacent properties, roads, or drainage ditches seriously affecting the general service or operation of the system, TRIGID may discontinue the service if such conditions are not corrected within twenty-four (24) hours after giving the Customer written notice. Water can be turned off immediately if conditions are severe and warrant immediate action.

3.10 Regulation of Water Usage. TRIGID may from time to time require that a watering schedule be followed or use of water be curtailed, or provide incentives for off-peak time watering, by notice to each Customer. Unless a different water schedule is promulgated by TRIGID, the following schedule of restrictions shall apply for outdoor irrigation to all commercial, industrial and other nonresidential Customers:

A. Customers with odd addresses - Monday and Thursday only;

B. Customers with even addresses - Tuesday and Friday only;

C. Watering by spray irrigation shall take place only between the hours of 6:00 p.m. to 6:00 a.m. during allowed days;

D. Watering by drip irrigation or by hand may take place at any time during allowed days; and

E. The watering of new lawns for a period of six weeks from the date of planting seed or laying sod or watering vegetation planted for erosion control in an approved project to the extent necessary to reasonably assure establishment thereof.

3.11 Notices to Customers. Notices from TRIGID to a Customer will normally be given in writing, and either delivered or mailed to Customer at Customer's last known address based on billing records. Where conditions warrant and in emergencies, TRIGID may resort to notification either by telephone, facsimile or messenger. When a Customer is refused service under the provisions of these Rules, TRIGID will notify the Customer promptly of the reason for the refusal to serve and of the right of the Customer to appeal TRIGID's decision to the Board. Failure by the Customer to accept a certified letter notice will not relieve the Customer of responsibility for contents of notice.

3.12 Notices from Customers. Notice from the Customer to TRIGID may be given by the Customer or Customer's authorized representative in writing at TRIGID's operating office. TRIGID's current operating office (which is subject to change) is:

TRI General Improvement District
1705 Peru Drive #104
McCarran, NV 89437
Telephone (775) 636-6126

3.13 Customer's Premises. TRIGID employees and agents shall have the right of access to Customer's property at all reasonable hours for any purpose related to the furnishing of service and protection of water quality

and quantity, but will generally not enter upon Customer's premises to engage in repair or alteration of Customer piping and fixtures, since it is a responsibility of Customer to service or repair its piping and fixtures.

3.14 Special Conditions and Circumstances. In the event that conditions or circumstances arise which are not specifically covered by these Rules or warrant deviation from these Rules, TRIGID may take whatever action, including establishing rates and charges which, in its discretion, is warranted, including execution of contracts and agreements with Customers covering special conditions and circumstances.

3.15 Effective Date. These Rules shall become effective on the date of signature by the Board.

3.16 Continuity. Adoption of these Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment of a Customer and TRIGID.

3.17 Meters. All services shall have water meters and will be billed according to the metered rate schedule.

ARTICLE 4. SCHEDULE OF RATES AND CHARGES

4.1 General Metered Water Service. TRIGID shall not increase said rates and connection charges unless the Board determines that said rates and connection charges are insufficient to pay all costs of Capital Outlays (including interest carry) along with all operating costs of TRIGID, including but not limited to, overhead, salaries and other employee compensation, operating and maintenance expenses, taxes, reserve and replacement, water rights lease or purchase fees, any other fees, expenses and charges normal and customary for water service utility companies. In the event said rates are insufficient to pay all said operating costs, then monthly rates may be raised to a level that will cover all costs.

TRI-GID Water Rates

Meter Size	Water
3/4 inch	$ 26.51
1 inch	$ 47.08
1 1/2 inch	$ 81.11
2 inch	$ 122.54
4 inch	$ 361.96
6 inch	$ 705.13
8 inch	$ 1,116.53
10 inch	$ 1,945.34
Usage Per 1,000 gallons	$ 3.52

4.2 Charges for Construction Water. These charges apply to metered us of water during development and construction of projects.

A. Application for service must be completed and the location of the point of draw must be clearly identified

B. The contractor will be responsible for installation of a standard metered service and construction of temporary truck fills and appropriate backflow prevention assembly consistent with TRIGID

conditions of service. The setup will require inspection, meter reading, and assembly testing prior to activation.

C. The monthly customer service charge shall be $75.10.

D. The water usage charge shall be $3.52 per 1,000 gallons of water used each month as set forth in Article 4.1.

4.3 Connection Fees. An applicant for a Will Serve shall pay the water connection fee in effect on the date of the application upon completion of all requirements under Article 15. For calculations of connection fees on all Commercial and Industrial accounts, the applicant must provide the TRIGID with expected usage and discharge volume information based on fixture unit counts. This information is to be provided on the TRIGID prescribed form, certified by a Civil Engineer registered in the State of Nevada, and submitted along with an approved stamped set of drawings. Connection fees shall be charged on a one-time basis in the amount of $4.91 per gallon per day, based on the approved fixture calculations.

4.4 Build and Dedicate TRIGID System Facilities. If TRIGID determines, in TRIGID's sole discretion, that connection of new service for a Customer will exceed the standard specifications (see Article 15.2) for existing storage, supply or distribution capacity of TRIGID's water system, or requires additional storage, supply or distribution facilities, TRIGID may in its sole discretion require as a condition of service that the Customer design, permit and construct all additional new water facilities (e.g., wells, pump station, pipelines, valves, storage tanks) necessary to increase said capacity or provide facilities for Customer's use prior to providing water service. Customer shall complete and dedicate to TRIGID without charge all water system facilities as constructed. To the extent that any of said water system facilities are oversized beyond the Customer's needs, TRIGID shall reimburse the Customer from connection charges collected from subsequent Customers using said facilities or provide Customer a credit therefor from connection charges. The basis for reimbursement or credit shall be the difference in actual costs of the water system facilities between the capacity required for the constructing Customer's use and the oversized capacity. No overhead, administrative change, profit or interest on said actual costs will be reimbursable. All design and construction of said facilities must be approved by TRIGID. The constructing Customer shall not be entitled to a credit from the connection charge for all or any portion of the water system facilities so constructed, except as specified in this Article. The procedures specified in Article 10 shall be used for all construction under this Article. Construction by a third-party developer of off-site water system facilities shall not entitle the Customer to claim a credit or reimbursement for the water system facilities so constructed.

ARTICLE 5. OTHER CHARGES, FEES AND DEPOSITS

5.1 Security Deposit for Service. TRIGID may require a security deposit in the amount of Five Hundred Dollars ($500.00) or one-year's total estimated rates (whichever is less) from all new Customers or applicants, from Customers whose accounts are delinquent on more than one occasion (i.e., two monthly payments overdue) in any one (1) year period, or in situations where TRIGID has cause to believe that a deposit is required to ensure payment of bills. Upon discontinuance of service, any deposit held by TRIGID will be applied to the final billing with any deposit amount refunded to the Customer. By posting a deposit, the Customer agrees that the deposit is a pledge to make future payments to TRIGID and not payments for future services that are furnished by TRIGID.

Any application for service will not be granted unless full payment has been made for water or sewer services previously rendered to the applicant or Customer by TRIGID, if any. Failure on the part of the Customer to make a deposit within fifteen (15) days after written notice by TRIGID that such deposit be

made or service may be discontinued, shall warrant TRIGID in discontinuing the service to the Customer. TRIGID may waive the security deposit requirement, in its sole discretion, or accept alternate security.

5.2 Charges for Disconnection, Reconnection, Account Transfer and Special Reading. If service is discontinued whether at the request of the Customer or initiated by TRIGID for reasons other than those specified in Article 5.10, the Customer shall pay a processing charge of fifteen ($15.00) for disconnection and another fifteen dollars ($15.00) for reconnection. If the Customer requests an account transfer or special meter reading, a processing charge of fifteen dollars ($15.00) shall be charged. Customers must give 24 hours or previous working day's notice for disconnection, re-connection or special reading.

5.3 Installation Fee: The installation fee shall be charged to cover the cost of materials and labor for installing the water service. This fee shall be based on the service size and shall be in the amount shown. The installation fee includes tapping of the main, installation of the service line from the main to the meter, the meter, and the meter box, in accordance with the following table:

Service Size	Installation Fee
3/4" or smaller	$ 750
1"	$ 795
1 1/2"	$ 975
2"	$1,290
Over 2"	Actual Cost, or $1,300, whichever is greater

In the alternative, if all materials and labor are supplied, the installation fee includes setting of meter in a TRIGID approved installation, in accordance with the following table:

Service Size	Installation Fee
3/4" or smaller	$ 80.00
1"	$ 90.00
1 1/2"	$130.00
Over 2"	Actual Cost

TRIGID personnel or agents will do all service connection installations, unless TRIGID approves another means of installation.

5.4 Water Plan Checking and Inspection Fee. Any applicant, Customer or a Developer requiring approval of plans by TRIGID, a Will Serve letter, or desiring plan checking shall pay to TRIGID a $500 plan review fee and a $1000 inspection fee at the time of the Will Serve application.

5.5 Relocation of Service Connection. An existing service connection may be relocated, if the new service is of like size and will provide a water supply to the same parcel of property, upon application and payment of an installation fee by the Customer.

5.6 Increase in Size of Service Connections. Enlargement of a service connection to the same property, requiring abandonment of the existing connection and installation of a complete replacement connection of increased size shall be treated as a new service connection and shall be charged accordingly. The fees to be paid by the Customer upon application for increase in size of service connection shall be the installation fee for the size of the larger service being installed and a connection charge which shall be determined by subtracting the connection charge for the size of service being abandoned from the connection charge for the size of service being installed, if any.

5.7 TRIGID Fire Hydrants Fire Fighting Use. There shall be no charges to governmental agencies for water available through TRIGID fire hydrants for use in fire suppression.

5.8 Private Use of TRIGID Fire Hydrants. Connections to TRIGID fire hydrants are prohibited unless a water service application is submitted to and approved by TRIGID. The applicant shall pay fees as specified in Article 4.6. Applicants for connections to fire hydrants shall designate the period of time and purposes for which water is to be used. TRIGID shall designate the fire hydrant that the applicant may use. Use of any other fire hydrant by the applicant other than the designated hydrant may result in an additional charge of one hundred dollars ($100.00) for each occurrence, and removal of Customer's or TRIGID's equipment, if any. TRIGID may discontinue the supply and remove its equipment at the expiration of the period so designated or if the supply is used for any purpose other than designated by the applicant. The supply is subject to limitations as to rate of flow and time of use. TRIGID will install all equipment necessary for the connection, unless TRIGID approves other arrangements, and no water will be used until such equipment is installed. In the event that a connection is made to a fire hydrant without authority to do so, the user shall be required to pay an additional charge of One Hundred ($100.00) for each day of use prior to issuance of the permit.

5.9 Public Agencies Exempted from Deposit Requirements. In lieu of cash deposits or sureties, purchase orders will be accepted from public agencies.

5.10 Discontinuance Charge. If service is discontinued for non-payment of water bills or other violations of these Rules, the Customer shall pay a turn-off charge according to the schedule below. Before service is restored, all accrued water charges must be paid, in addition to a turn-on charge in an amount equal to the charge for turn-off according to the schedule below. If a Customer has had twelve (12) consecutive months without being disconnected for non-payment of bills or other violations, the discontinuance charge shall revert to the first occurrence charge according to the schedule below.

Occurrence of Discontinuance of Service	Turn Off And Turn On Charges
First	$ 50.00
Second	$100.00
Third	$200.00
Fourth and beyond	$300.00

Should the Customer reactivate the service without the consent of TRIGID, an additional charge of five hundred dollars ($500.00) will be made for each such occurrence. Service will be considered to have been disconnected when an employee of TRIGID has been dispatched for that purpose. Termination of water service shall be in accordance with Article 11.

5.11 Fee for Turn-off at Main. Should it become necessary in order to enforce discontinuance of service. To shut off the service at the main, a charge equal to the cost of labor, equipment and materials will be made, but not less than $250.00.

5.12 Delinquent Accounts. In addition to other provisions of these Rules, there will be a charge for late payment. If payment is not received before it becomes delinquent, a late penalty processing fee and a penalty on the outstanding balance will be charged in accordance with Article 7.3 and the service may be discontinued according to the procedure outlined in Article 11.

5.13 Unauthorized Use of Private Fire Service. When it is found that a private fire service is being used for purposes other than standby fire protection, TRIGID shall notify the Customer of the unauthorized use. Failure to discontinue unauthorized use will be cause for discontinuance of service. The Customer shall be charged for the water consumed through the unauthorized use, as TRIGID may deem appropriate,

consistent with established rates, and in addition Customer shall pay a charge of one hundred dollars ($100.00) per occurrence.

5.14 Damage to TRIGID Property. Persons causing damage to TRIGID property by any willful or negligent act shall be responsible for payment of all costs incurred. Customers or their contractors, agents and representatives causing damage to TRIGID property shall be strictly liable for payment of all costs caused by such damage.

5.15 Charges for Meter Testing. TRIGID will shop-test, preferably in the presence of the Customer, a meter of a size two-inches (2") or smaller, at the request of a Customer and payment of a twenty-dollar ($20) fee. If the meter, upon testing, registers no greater than two percent (2%) over the true quantity, the fee shall be forfeited, and all water bills shall be paid as presented. However, if the meter registers more than two percent (2%) of the true quantity, the fee shall be returned, and the amount overcharged during the prior six months, or such portion of the six month period as the Customer has been responsible for water bills, will be credited to the Customer and another meter substituted for the inaccurate meter. The same procedure shall apply to meters larger than two inches (2"), except that the meter shall be field-tested.

5.16 Photocopy Charges. The charge for making photocopies on TRIGID copying equipment shall be $.25 per copy.

5.17 Reimbursement for District Costs Benefitting Individuals or Entities. The District shall seek reimbursement from those individuals or private companies for outside contract services, including but not limited to legal and engineering services, that are incurred by the District in relation to proposed new development or special projects that are deemed to benefit individual persons or entities, rather than the District customers at large. The reimbursements collected from individual persons or entities shall be limited to the actual time and materials and unit rate costs incurred by the District related to proposed new development or special projects that are deemed, in the District's discretion, to benefit individual persons or entities, rather than the District's customers at large.

ARTICLE 6. BASIS FOR BILLING

6.1 Monthly Billing. All services shall be billed on the basis of monthly rates specified in Article 4.1.

6.2 Meter Readings. Customers are responsible for payment of all water recorded as having passed through a meter regardless of whether the water was put to beneficial use.

6.3 Owner Responsibility. The Owner shall be ultimately responsible for payment of water bills and fees for its property in the case of nonpayment by a tenant or other occupant.

ARTICLE 7. TIME AND MANNER OF PAYMENT

7.1 Issuance of Bills. TRIGID shall read the water meters in the service area monthly, and as soon thereafter as practicable, issue a bill for each service in accordance with these Rules. TRIGID shall send out bills for water used and for which no payment has been received and shall use the rates and charges established by these Rules to determine the amount.

7.2 Bills Due When Presented. Upon presentation, all bills shall be due and payable at the operating office of TRIGID or as specified in the bills.

7.3 Delinquent Accounts. Accounts not paid in accordance with Article 5.12 are delinquent and shall be charged a late fee of 1.5 percent per month of the outstanding balance plus a basic penalty fee of ten percent (10%) of the delinquent monthly billing.

7.4 Discontinuance of Service. TRIGID may discontinue service to a Customer having a delinquent bill as specified in Article 11.2.

7.5 Represents Lien on Property. Until paid, all rates and charges provided in these Rules which are delinquent constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

7.6 Proration of Service Charges; Minimum Bill. If any opening or closing bill is for a period shorter than the regular billing period, the base rate charge for service shall be reduced in the same proportion as the actual period of use is reduced from the regular billing period.

7.7 Failure to Receive a Bill. Failure to receive a bill does not relieve the Customer of the obligation to pay for services received.

7.8 Checks Not Honored by Bank. Checks presented in payment to TRIGID which are returned by a bank shall be treated as though no payment had been made and a fifty-dollar ($50.00) handling charge will be levied by TRIGID plus any additional charges of the bank. Payment in lieu of returned checks may be required to be by cash or equivalent. The Customer must reimburse TRIGID for any returned check fees charged by a bank to TRIGID.

7.9 Multiple Water Bills. For the purpose of computing charges, each meter will be considered separately, and readings of multiple meters will not be combined, except where a battery of smaller meters has been installed in lieu of a larger one for TRIGID's convenience. In such cases, charges will be computed as if the water used has been measured through a single meter.

7.10 Estimated Bills and Non-operable Meters. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used, and a bill shall be issued for the estimated service. The next succeeding bill which is based upon actual meter readings will reflect the difference between prior estimates and actual consumption. If a meter is found to be non-operable, consumption shall be estimated and billed, considering all pertinent factors.

7.11 Billing Adjustments. Where billing adjustments are processed for inaccurate meter recordings or other usage adjustments, if the meter has:

A. under-recorded the usage of water, the adjustment shall be only for the period of the most recent six (6) months of usage.

B. over-recorded the usage, the adjustment in the form of a credit shall be made only for the period of the most recent six (6) months of usage.

C. A Customer who, because of an adjustment to his bill, owes TRIGID money for service may pay that amount over a three (3) month period. TRIGID shall credit the Customer who was overcharged because of an inaccurate meter not later than thirty (30) days after the overcharge is determined.

7.12 Disputed Bills. In the case of a dispute between a Customer and TRIGID as to the correct amount of any bill rendered by TRIGID for water service furnished to the Customer, the Customer will deposit with TRIGID the amount claimed by TRIGID to be due. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by TRIGID that such deposit be made or service may

be discontinued, shall warrant TRIGID in discontinuing the service to the Customer without further notice. A billing dispute not resolved to the Customer's satisfaction is subject to the dispute resolution procedures as provided in Article 14.

ARTICLE 8. APPLICATION FOR SERVICE

8.1 Application. Each person applying for a new water service or changes in an existing service, will be required to sign appropriate application forms provided by TRIGID and to pay all required fees and charges. The application form shall include an agreement to abide by all TRIGID rules and regulations and shall require furnishing such information as TRIGID may reasonably require. Each applicant shall describe the type of development proposed for the property.

8.2 Existing Service Connection. Applicants for service through existing service connections shall nevertheless provide required information on application forms provided by TRIGID.

8.3 New Service. The applicant shall provide any and all information which will assist TRIGID in properly sizing and locating a service lateral and meter, including a description of the development, the use of water and plumbing plans of the private facilities, if required. Applications shall be accompanied by payment of the service connection installation fee, plus the connection charge, unless deferred.

8.4 Correct Information. In the event that an applicant provides incorrect information as to the size and location of a service connection or requests a change in the size or location after work has commenced, the applicant shall pay any costs incurred by reason of such corrections and changes.

8.5 Rejection of Application. Applications for service through existing or new service connections accompanied by all required fees and charges may nevertheless be rejected if:

A. The account of the applicant or any other person (e.g., prior Customer, tenant, owner) at the same service location, or the applicant at another location, is delinquent.

B. The purpose of the applicant, in the opinion of TRIGID, is to circumvent discontinuance of service in another name because of nonpayment of water bills.

8.6 Service Outside Service Area Boundary. Only property within the service area boundary is eligible for water service from TRIGID. Property outside the service area must be annexed into the service area before application can be made for water service to the property. Applicant shall pay all costs associated with annexation of property into the service area. The Board may deny any annexation request, in its sole discretion, and the Board shall not approve any annexation that conflicts with existing County Master Plans and/or existing Development Agreements for the TRIGID Service Area. The Board may annex, in its sole discretion, any property for wholesale service, and any nonresidential property for retail service.

ARTICLE 9. SERVICE CONNECTIONS

9.1 Size and Water Supply. TRIGID reserves the right to determine the size of the service connection to be installed, giving consideration to the needs of the applicant and the capacity of the main to which the service is to be connected. No service connection shall be approved of a size larger than can be supplied by the main without adversely affecting service to other Customers. In the event an existing main is determined to be inadequate to meet the requirements of an applicant and a main extension will provide for those requirements, provisions of these Rules applying to main extensions will be followed. Whenever two

mains are available from which service can be provided, TRIGID shall, at its option, determine the main to which the service connection will be made.

9.2 Location. Service connections shall be installed at right angles to a main and the point of connection shall not be within a street intersection. The curb stop or meter box location shall normally be within the off-site right-of-way or easement adjacent to existing or proposed. curb line. In alleys or easements, curb-stops or meter boxes shall be located at a point as close as practicable to the property line near which the main is located. All curb-stops and meter boxes shall be located outside of driveways and other areas where access by TRIGID employees or representatives for operation and maintenance may be restricted.

9.3 Composition. A standard service connection shall be comprised of a service lateral from the point of connection to the main, to and including meter box or battery thereof. The meter box shall contain a meter riser with integral curb stop and check valve, and a meter.

9.4 Ownership. Service connections, including laterals, to and including curb stops, meter boxes, and other appurtenances, shall upon completion be and remain the property of TRIGID and TRIGID shall be responsible for the maintenance and repair of such facilities, subject to any agreements covering the installation of such facilities. All pipe and fittings on the Customer's side of the curb stop and/or meter box shall be installed by and maintained by the Customer or Customer.

9.5 Private Fire Service. Private fire service shall be restricted to standby for emergency fire protection. TRIGID may require installation of an approved detector check valve.

9.6 Combined Service. Combined service shall be allowed only when so approved by TRIGID.

9.7 Temporary Service. TRIGID may authorize a temporary service connection when the applicant's property is not adjacent to a water main. As a condition to installation of temporary service, the applicant is required to provide assurance satisfactory to TRIGID of the prompt installation of the necessary main extension.

9.8 Emergency Service. Emergency service may be authorized for limited periods of time when the usual source of supply fails or is declared to be potentially harmful, or in other circumstances that endanger health or property. Connections may be provided, at the discretion of TRIGID, to any available outlet from TRIGID facilities.

9.9 Non-Standard Service. Non-standard service may be authorized when, in the opinion of TRIGID, a main extension will not be necessary for orderly development of the system, fire protection, service to other property or other reasons. Non-standard service laterals from curb stop of meter box to the Customer shall normally not be located within an off-site right-of-way. A copy of the recorded easement grant over private property for a service lateral shall be provided to TRIGID's satisfaction.

9.10 Separate Service to Each Separate Ownership. Each living unit or nonresidential service under separate ownership must be provided with a separate service connection, unless TRIGID approves a different connection. Two or more Customers under one ownership and on the same lot or parcel of land may be supplied through the same service connection; provided that for each Customer an additional monthly base rate will be applied to the single service serving said Customer, or a separate service connection may be provided for each building and each charged as a separate service. TRIGID reserves the right to limit the number of parcels or the area of land under one ownership to be supplied by one service connection. Not more than one service connection for domestic or commercial supply shall be installed for one building (other than multi-tenant buildings), except under special conditions. A service connection shall not be used to supply other property of a different owner or to supply property of the same owner across a street or alley. When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

9.11 Installation of TRIGID Facilities by a Developer. Subject to the provisions of applicable sections of these Rules, the following shall apply to the installation of all facilities by a developer which are to be owned and operated by TRIGID.

A. The developer shall pay to TRIGID prior to the approval of any installation all applicable fees and charges.

B. Plans and specifications for the water system improvements to be constructed by the developer shall be prepared by a Nevada Professional Engineer retained by the developer and shall be approved by TRIGID and the Storey County Fire Department (or its designee) before construction is started.

C. All TRIGID water facilities shall be located within easements or rights-of-way. Water meter boxes shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic, as determined by TRIGID.

D. TRIGID shall have inspected and approved the installation of the water service facilities before service is provided (other than water for construction purposes).

E. Prior to installation, fire hydrants to be connected to a TRIGID main shall be approved by the fire department having jurisdiction.

9.12 Installation By TRIGID. Unless otherwise approved by TRIGID, service connections shall be installed by TRIGID. When warranted by circumstances, TRIGID may permit installation of the service connections by independent contractors. In such event, TRIGID specifications must be adhered to and tapping of a main will be permitted only in the presence of a representative of TRIGID.

9.13 Cross-Connections. No connections shall be permitted between TRIGID water supply system and; 1) any sewer or drainage system; 2) any steam, gas, or chemical line, pipe or conduit; 3) any device, boiler, tank or container whereby any contamination or pollution or any dangerous, impure, unsanitary, or unpotable substance may be introduced into any portion of TRIGID's water supply system by backflow, back-siphonage, or any other method; and 4) any premises where a water supply system other than TRIGID's exists, unless approved by TRIGID. Any connection where possibility of contamination or pollution exists shall be equipped and tested as outlined in Article 12.

9.14 Service Connection Restrictions. TRIGID reserves the right to prohibit connections to certain mains when, in its opinion, such connections may impair the integrity of such mains or when the location of such connection would not be conducive to orderly development and planning of the distribution system. In such conditions, consideration will be given to main extension or alternate means of supply.

9.15 Relief Valves. As a protection to the Customer's plumbing system, a suitable pressure relief valve must by installed and maintained by the Customer, at its expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and any water heater.

9.16 Back Flow Device. Whenever back flow protection has been found necessary on a water supply line entering a Customer's premises, then any and all water supply lines from TRIGID's mains entering such premises, buildings or structures shall be protected by an approved back flow device, regardless of the use of the additional water supply lines. Approved back flow protection devices shall be inspected and tested annually in accordance with Article 12. The devices shall be serviced, overhauled, or replaced whenever they are found defective and all costs of repair and maintenance shall be borne by the Customer. The service of water to any premises may be immediately discontinued by TRIGID if any defect is found in the backflow prevention installation or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

ARTICLE 10. MAIN EXTENSION

10.1 General Conditions.

A. Construction Plans. A person proposing an extension to TRIGID distribution system to provide a water supply to a parcel of property shall submit detailed water plans. Such plans shall indicate the size and location (horizontal and vertical) of water mains and other facilities, including all service laterals and fire hydrants. In addition, water plans shall designate boundaries of the applicant's property which will be served by the proposed extension. Water system improvements shall be designed by a professional engineer licensed in Nevada.

TRIGID will review the water plan and return written comments to the applicant indicating any necessary revisions. The applicant shall prepare and submit to TRIGID final plans of the water improvements with all comments addressed to the satisfaction of TRIGID. Upon execution of the appropriate agreement by the applicant; payment of applicable charges, fees and deposits; approval of other appropriate governmental agencies, and a preconstruction conference with TRIGID, TRIGID will give the applicant permission to start construction. No water related construction will be started before permission is granted by TRIGID.

B. Time Limitation. Approval by TRIGID for any main extension shall be valid for a limited time as will any related commitment of existing capacity in a particular main. In the event that construction of the mains covered by any approved plan is not started within one (1) year from the date of approval, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project. The same shall apply when active construction work within a property is commenced and then discontinued for a period of six (6) months.

C. Compliance with Specifications. All main extensions, service connections, and appurtenances shall be constructed to conform with TRIGID specifications. Mains shall be sterilized to the satisfaction of TRIGID and activation of the mains for domestic use shall not be permitted until authorized by TRIGID. Connections to existing mains shall be made only in the presence of a representative of TRIGID and at times specified by TRIGID. Shutting down of mains for the purpose of making connections will not be permitted when wet taps are feasible. Mains will be shut down only with the specific approval of TRIGID.

D. Guarantee. Materials and workmanship shall be guaranteed free of defect for a period of one (1) year from date of acceptance by TRIGID. Upon receipt of notice from TRIGID, the developer or Customer shall immediately cause any defect to be corrected or shall reimburse TRIGID for the cost of correction.

E. Rights-of-Way. Water mains and appurtenances shall be located within off-site rights-of-way or within easement grants to TRIGID not less than 20 feet in width or as TRIGID may specify. All rights-of-way or easements shall be recorded prior to release of approved plans.

F. Minimum Size of Main. The minimum size of any main to be constructed as a part of TRIGID's distribution system shall be six (6) inches in diameter; except in certain dead end locations where there are no fire hydrants and future extensions are not possible, TRIGID may allow mains four (4) inches in diameter.

G. Fire Hydrants. Fire hydrant installations shall conform with design and location requirements of the governmental agency having jurisdiction.

H. Commitment of Water Supply. Main extensions or other facilities constructed by persons for development of property shall not be considered as reserved for supply to those properties exclusively. Extensions of and connections to such mains for service to others shall be permitted when, in the opinion of TRIGID, such connections will not substantially affect supply to the original development or property.

10.2 Standard Main Extensions.

A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions as described in Article 10.1.

B. Size of Mains. Proposed water main extensions to serve developments, both on-site and off-site, shall be of sufficient size to adequately provide a water supply for the development. TRIGID reserves the right to establish sizes of all mains and appurtenances.

C. Responsibility for Cost. The cost of all main extensions to be constructed under Article 10.2, including service laterals, fire hydrants, and other appurtenances, shall be borne by the developer or Customer.

D. Agreement and Payment of Fees. Prior to TRIGID's permission to start construction, the developer or Customer shall execute a standard form of agreement with TRIGID and submit payment of all required fees, construction water charges, and other fees and deposits as required by these Rules.

E. Construction by Private Contractor or Developer. Design and preparation of construction drawings shall be done by competent registered professional engineer selected by the applicant. Construction work shall be performed by an experienced, properly licensed and competent person or firm selected by the applicant. In certain circumstances when, in the opinion of TRIGID, the extent of work to be performed is minor and can be accomplished efficiently and economically by TRIGID employees or representatives, TRIGID may elect to perform the work and the applicant shall deposit an amount equivalent to the estimated cost. Upon completion of construction, the differential between estimated and actual costs will be billed or refunded.

F. Completion. Upon completion of the work, the applicant's engineer shall certify that the work was completed according to the plans and specifications, except in the case of work completed by TRIGID. Water service will not be activated until the engineer's certification is submitted to TRIGID and TRIGID accepts the construction.

10.3 Oversized Main Extensions.

A. General Conditions. Main extensions proposed for construction under provisions of this Article shall be subject to the general conditions described in Article 10.1. When applicable, the provisions of this Article 10.3 shall govern over the provisions of Article 4.4.

B. Applicability. For the purpose of this Article, an oversized main is described as a main larger than eight inches (8") and which, in addition to providing an adequate water supply to the proposed development, is required to be of a size which will be capable of meeting future demands for parcels other than Customer's on the distribution system and provide for orderly development of that system. TRIGID reserves the right to determine what constitutes an oversized main.

C. Location of Mains. Oversized mains may be off-site (outside the boundaries of a development) or traverse the interior area or combination thereof.

D. Identification of Mains. TRIGID shall indicate and identify on water plans submitted for a proposed development both the standard and oversized diameters of pipelines to be constructed.

E. Approval by TRIGID Required. Proposals for oversizing of water mains shall be submitted to TRIGID for review and approval. Water plans, conforming with TRIGID's directive, shall then be approved and TRIGID shall enter into an agreement with the developer or Customer, providing for TRIGID's participation in construction costs as hereinafter set forth.

F. Participation in Cost. Participation by TRIGID for the oversizing of a main extension shall be based on the difference in actual cost of pipe, fittings, and valves between the size required for the main extensions and the size required for oversizing, and shall not include trenching and backfilling. The cost difference shall be established by a certified price list from the supplier. Prices quoted on the list shall be the actual prices charged to the buyer. Hydrants installed by the developer on off-site lines shall not be considered as oversizing.

G. Alternate Method of Payment. TRIGID may, in lieu of a lump sum payment of TRIGID's portion of the construction costs, arrange with the developer or Customer for an alternate method of payment from future hook-ups for a period of ten (10) years.

ARTICLE 11. TERMINATION OF SERVICES

11.1 Customer Request for Termination of Service. A Customer may have service terminated by giving not less than five (5) business days advance notice thereof to TRIGID, and provide a mailing address to which the closing bill will be mailed. Charges for service may be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five (5) business days advance notice. When such notice is not given, the Customer will be required to pay for service until five (5) business days after TRIGID has knowledge that the Customer has vacated the premises or otherwise has terminated service. Failure to notify TRIGID of termination of service shall not relieve the Customer or property owner (if other than the Customer) of responsibility for payment of water bills.

11.2 Termination of Service by TRIGID.

A. For Nonpayment of Bills. A Customer's service may be discontinued for nonpayment of a bill for service furnished if the bill is delinquent, provided TRIGID has given the Customer at least five (5) days prior notice of its intention to discontinue service.

Premises to which charges have become delinquent may be disconnected from the water system. TRIGID shall charge the cost of disconnection of such premises and the cost of reconnection thereto, as provided in Article 5.2, plus the discontinuance charge in Article 5.11, before such premises are reconnected to the water system.

B. For Noncompliance with Rules. TRIGID may discontinue service to any Customer for violation of these Rules after it has given the Customer as least five (5) days written notice of such intention. Where safety of water supply is endangered, or other emergency circumstances exist, service may be discontinued or curtailed immediately without notice.

C. For Inter-Connections, Cross-Connections, or Illegal Connections. Where nonemergency inter-connection, cross-connection, or illegal connection on or from a Customer's premises occurs, TRIGID may discontinue service and/or make such corrections as may be indicated at Customer's

expense, if such practices are not remedied within five (5) days after it has given the Customer written notice to such effect.

D. For Unsafe Apparatus or Where Service is Detrimental or Damaging to TRIGID or its Customers. If any unsafe or hazardous condition is found to exist on the Customer's premises, or if any apparatus or illegal or prohibited connections, equipment or otherwise, is found to be detrimental or damaging to TRIGID or its Customers, the service may be discontinued without notice. TRIGID will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.

E. For Fraudulent Use of Services. When TRIGID has discovered that a Customer has obtained service by fraudulent means, or has altered the water service for unauthorized use, the service to that Customer may be discontinued without notice. TRIGID may not restore service to such Customer until that Customer has complied with all policies, rules and reasonable requirements of TRIGID and TRIGID has been reimbursed for the full amount of the service rendered and the actual cost that TRIGID incurred by reason of the fraudulent use.

11.3 Restoration of Service.

A. To Be Made During Regular Working Hours. TRIGID will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnection will be made on the regular working day following the day the request is made.

B. To Be Made at Other Than Regular Working Hours. When a Customer has requested that the reconnection be made at other than regular working hours, TRIGID will reasonably endeavor to so make the reconnection if practicable under the circumstances, but will be under no obligation to do so, unless an emergency exists. Disconnections or reconnections requested by the Customer at other than regular working hours may result in the requirement of payment of additional TRIGID costs in addition to the charges for disconnection and reconnection as outlined in Article 5.2.

11.4 Refusal to Serve.

A. Conditions for Refusal. In addition to the provisions of Article 8.5, TRIGID may refuse an applicant for service under the following conditions:

1. If the applicant for service is not within the boundaries of TRIGID.

2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

3. If the applicant fails to comply with these Rules or other rules as approved by the Board.

4. If, in the judgment of TRIGID, the applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or flooding, or of such nature that satisfactory service cannot be rendered.

5. Where service has been discontinued for fraudulent use, TRIGID may elect not to serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

6. If the applicant for service is for a residential use.

B. Notification to Customers. When an applicant is refused service under the provisions of this Article, TRIGID will notify the applicant promptly, by procedures specified in Article 3.12, of the reason for the refusal to serve and of the right of the applicant to appeal TRIGID's decision to the Board. Whenever termination of water service will affect more than one Customer, TRIGID will make reasonable effort to give notice to all Customers.

ARTICLE 12. CROSS CONNECTION CONTROL

12.1 Purpose

A. Protect the TRI-GID potable water system from contamination or pollution by preventing contaminants and pollutants within the water systems of customers from entering the TRI-GID water system;

B. Eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;

C. Eliminate cross-connections between drinking water systems and sources of contamination;

D. Prevent the creation of cross-connections in the future.

12.2 Definitions

A. Air-Gap Separation (AG). "Air gap separation" means a physical break between a supply pipe and a receiving vessel. The air-gap shall be a least double the diameter of the supply pipe measured vertically above the top rim of the vessel, but in no case less than one inch (1").

B. Approved Backflow Prevention Assembly. "Approved Backflow Prevention Assembly" refers to an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association (AWWA C506, 'Current Revision' Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices); and has passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such test to the TRI-GID Public Works Department.

C. Approved Water Supply "Approved Water Supply" means any water supply whose potability is regulated by a state or local health agency.

D. Auxiliary Supply. "Auxiliary Supply" means any water supply on or available to the premises other than the approved water supply.

E. AWWA Standard. "AWWA Standard" means an official standard developed and approved by the American Water Works Association (AWWA).

F. Backflow. "Backflow" means a flow condition, caused by a differential in pressure that causes the flows of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage is one cause of backflow. Backpressure is the other cause.

G. Contamination. "Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

H. Cross-Connections. "Cross-Connections" as used in this chapter means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or substances that is not or cannot be approved as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered cross-connections.

I. Double Check Valve Assembly, (DC). "Double check valve assembly" means an approved backflow prevention assembly of two (2) internally loaded, independently acting check valves, including resilient seated shut-off valves on each end of the assembly and test cocks for testing the water-tightness of each check valve.

J. Person. "Person" means any individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

K. Premises. "Premises" means any and all areas on a water user's property which are served or have the potential to be served by the public water system.

L. Public Water System. "Public Water System" means a system for the provision of piped water to the public for human consumption that has fifteen (15) or more service connections or regularly serves an average of twenty-five (25) individuals daily at least sixty (60) days out of the year.

M. Non Potable Water. "Non Potable Water" means a wastewater, which, as a result of treatment, is suitable for uses other than potable use.

N. Reduced Pressure Principle Backflow Prevention Assembly. "Reduced pressure principle backflow prevention assembly" (RP) means an approved backflow prevention assembly incorporating two (2) internally loaded check valves, including resilient seated shut-off valves on each end of the assembly, and equipped with necessary test cocks for testing the assembly.

O. Service Connection. "Service Connection" refers to the point of connection of a user's piping to the water supplier's facilities.

P. Water Supplier. "Water Supplier" means the person who owns or operates an approved water supply system.

Q. Water User. "Water User" means any person obtaining water from an approved water supply system.

12.3 <u>Cross-connection protection requirements</u>

A. General Provisions

1. Unprotected cross-connections with the public water supply are prohibited. Nevada Administrative Code 445, Section 408 requires the State Health Officer's written approval to interconnect water supplies.

2. Whenever backflow protection has been found necessary, TRI-GID will require the water user to install an approved backflow prevention assembly by and at the user's expense for continued services or before new service will be granted. For new water meter sets, the required backflow assembly shall be installed, inspected, approved and certified test results provided to TRI-GID within; five (5) days of meter set, unless the TRI-GID District Manager or designee approves otherwise. The service will be locked off if inspections and certifications are not completed as specified above.

3. Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, any and all water supply lines from TRI-GID mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this chapter.

B. Where Protection is Required.

1. Each service connection from the TRI-GID water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is an approved water supply. NAC 445, Section 408 requires the State Health Officer's written approval to interconnect water supplies.

2. Each service connection from the TRI-GID water system for supplying water to premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the TRI-GID water system which have been subjected to deterioration of sanitary quality.

3. Backflow prevention assemblies shall be installed on the service connection to any premises having:

   a. Internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the TRI-GID or

   b. Intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

C. Type of Protection Required

1. The type of protection that shall be provided to prevent backflow into the approved water supply shall be commensurate with the degree of hazard that exists on the water user's premises. The type of protection assembly that shall be required (listing in an increasing level of protection) includes: atmospheric vacuum breaker (AVB), pressure vacuum breaker or spill resistant pressure vacuum breaker (PVB/SVB), double check valve assembly (DC), reduced pressure principle backflow prevention assembly (RP), and an air-gap separation (AG). The water user may choose a higher level of protection than required by the TRI-GID. The minimum types of backflow protection required to protect the approved water supply, at the user's water connection, are given in NAC

445A.6719 through NAC 445A.6721. Situations that are not covered in those sections of the NAC shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by TRI-GID.

2. When two (2) or more services supply water from different street mains to the same building, structure, or premises through which an inter-street main flow may occur, the premises shall have at least a DC on each water service to be located adjacent to and on the property side of the respective meters. Such protection shall not be considered adequate if backflow protection is deemed necessary to protect the mains from contamination; in such cases the installation of approved backflow assemblies at such service connections shall be required.

12.4 Backflow Prevention Assemblies

A. Approved Backflow Prevention Assemblies.

1. Only backflow prevention assemblies which have been approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research shall be acceptable for installation by a water user connected to TRI-GID's potable water system.
2. TRI-GID will provide upon request, to any affected user, a list of approved backflow prevention assemblies.

B. Backflow Prevention Assembly Installation

1. Backflow prevention assemblies shall be installed in a manner prescribed in the Standards and Details adopted by TRI-GID. Location of the assemblies shall be as close as practical to the user's service connection. TRI-GID shall have the final authority in determining the required location of a backflow prevention assembly.

a. Air-Gap Separation (AG). The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving vessel shall be above grade and be entirely visible. NO water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two pipe diameters of the supply inlet, but in no case less than one inch above the overflow rim of the receiving tank.

b. Reduced Pressure Principle Backflow Prevention Assembly (RP). The approved reduced pressure principle assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches above grade and not more than thirty-six inches above grade, measured from the bottom of the assembly, and with a minimum of twelve inches side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the service connection and the RP assembly shall be protected in a manner approved by TRI-GID.

c. Double Check Valve Assembly (DC). The approved double check valve assembly shall be installed on the user's side of and as close to the service connection as is practical. The DC shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. If a double check valve assembly is put below grade it must be installed in a vault such that there is a minimum of twelve inches between the bottom of the vault and the bottom of the assembly, so that the top of the assembly is a maximum of twenty inches below grade and a maximum of thirty inches below grade, so there is a minimum of twenty-four inches of clearance between the side of

the assembly with the test cocks and the side of the vault, and so there is a minimum of twelve inches clearance between the other side of the assembly and the side of the vault. Special consideration must be given to double check valve assemblies of the "Y" type. These assemblies must be installed so that either check valve may be removed for service and testing can be completed without removing the assembly. Vaults that do not have an integrated bottom must be placed on a three-inch layer of gravel.

d. Pressure Vacuum Breaker Assembly/Spill Resistant Pressure Vacuum Breaker (PVB/SVB). The approved PVB/SVB shall be installed 12" above the downstream piping and sprinkler heads. The assembly shall not be subject to any backpressure from injection systems, compressed air, pumps, or other means.

e. Atmospheric Vacuum Breaker (AVB). The use of the AVB for service protection is prohibited.

C. Backflow Prevention Assembly Testing and Maintenance.

1. The owner of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a person who is certified as a Backflow Prevention Assembly Tester by the CA/NV AWWA. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. TRI-GID may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. A report on the TRI-GID applied form must be filed with TRI-GID each time an assembly is tested, relocated or repaired. These assemblies shall be serviced, overhauled or replaced, whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user.

2. A successful, operational function test by a tester shall be completed and is due to TRI-GID within seven (7) days after the assembly is installed and water service is set and/or established.

3. Affected water users can obtain a list of qualified testers from the Nevada Health District. TRI-GID will notify affected customers by mail when periodic testing of an assembly is required.

D. Backflow Prevention Assembly Removals

1. Approvals must be obtained from TRI-GID before a backflow prevention assembly is removed, relocated, or replaced.

2. Removal: The use of an assembly may be discontinued and the assembly removed from service upon presentation of sufficient evidence to TRI-GID to verify that a hazard no longer exists or is not likely to be created in the future.

3. Relocation: An assembly may be relocated following confirmation by TRI-GID that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the assembly.

4. Repair: An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is tested and returned to service, or the service connection is equipped with other backflow protection approved by TRI-GID. A retest will be required following the repair of the assembly.

5. Replacement: An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed and tested. All replacement assemblies must be approved by TRI-GID and must be commensurate with the degree of hazard involved. A retest will be required following the replacement of the assembly.

12.5 Administrative Procedures

A. Water System Survey

1. TRI-GID will review all requests for new service to determine if backflow protection is needed. Plans and specifications must be submitted to the TRI-GID upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention assembly is necessary to protect the public water system, the required assembly must be installed before service will be granted.

2. TRI-GID may require an on-site inspection to evaluate cross-connection hazards. TRI-GID will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot provide for an on-premises inspection of premises piping systems shall be required to install the backflow prevention assembly or air-gap that TRI-GID considers necessary.

3. TRI-GID may, at its discretion, require a re-inspection for cross-connection hazards of any premises to which it serves water. The TRI-GID will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot provide for an on-premises inspection of premises piping systems shall be required to install the backflow prevention assembly or air-gap that TRI-GID considers necessary.

B. Tester Responsibilities and Testing Requirements

1. The TRI-GID approved test form shall be used for required backflow prevention assemblies. This form is available in electronic format.

2. All data on the test form must be legible and complete, otherwise the form will be returned to the tester for completion.

3. If the water meter number is not provided on the test form, the tester shall provide a copy of the water user's bill and attach it to the test form.

4. Any tester who conducts tests of backflow prevention assemblies which protect fire service connections shall also be a licensed fire system contractor or work under the direct supervision of a licensed fire system contractor per Nevada State Health.

5. TRI-GID retains the right to test a water user's backflow prevention assembly on a random basis as a quality control measure. Forty-eight hours advance notice will be given to the user.

6. TRI-GID may conduct periodic spot checks of a tester's work using the tester's gage. Also, TRI-GID may require that the tester perform the test in the presence of a TRI-GID representative.

7. The tester shall calibrate, at least annually, all test gauges per NAC 445A.67245. The calibration certification forms must be available at the TRI-GID's request.

8. Both backflow prevention assemblies on a Detector Check assembly shall be tested. Designate the test for the bypass assembly as such on the test form. Read the bypass meter and record it on the test form.

C. Customer Notification: Assembly Installation

1. TRI-GID will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of sixty days will be given to complete all corrective actions required, including installation and testing of approved backflow prevention assemblies or air-gap, unless a written extension is granted.

2. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice within the allowed sixty-day period. The second notice will give the water user a two-week period to take the required correction action. If no action is taken within the two-week period, the TRI-GID may terminate water service to the affected water user until the required corrective actions are taken.

D. Customer Notification: Testing and Maintenance

1. TRI-GID will notify each affected water user when it is time for the backflow prevention assembly, installed on their service connection, to be tested, or the air-gap to be inspected. This written notice shall give the water user thirty days to have the assembly tested or air-gap inspected, and supply the water user with the necessary form to be completed and resubmitted to the TRI-GID.

2. A second notice shall be sent to each water user who does not have the backflow prevention assembly tested or air-gap inspected as prescribed in the first notice within the thirty-day period allowed. The second notice will give the water user a two-week period to have the backflow prevention assembly tested or the air-gap inspected. If no action is taken within the two week period, the TRI-GID may terminate water service to the affected water user until the subject assembly is tested, or air-gap inspected.

12.6 Water Service Termination

A. General

1. When the TRI-GID encounters water users that represent a clear and immediate hazard to the water supply that cannot be immediately abated, the TRI-GID shall implement the procedure for discontinuing TRI-GID water service.

B. Basis for Termination

1. Conditions or water uses that create a basis for water service termination include, but are not limited to, the following items:

a) Refusal to install a required backflow prevention assembly or air-gap separation;

b) Refusal to test a backflow prevention assembly or inspect an air-gap separation;

c) Refusal to repair a faulty backflow prevention assembly;

d) Refusal to replace a faulty backflow prevention assembly;

e) Direct or indirect connection between the public water system and a sewer line;

f) Unprotected direct or indirect connection between the public water system and equipment containing contamination;

g) Unprotected direct or indirect connection between the public water system and an auxiliary water system;

h) A situation that presents an immediate health hazard to the public water system.

C. Water Service Termination Procedures.

1. For conditions a, b, c, or d or subsection B, TRI-GID will terminate service to a customer's premises after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allotted time period water service may be terminated.

2. For conditions e, f, g, or h or subsection B, TRI-GID will take the following steps:

3. Make a reasonable effort to advise the water user of intent to terminate water service;

4. Terminate the water supply and lock the service valve. The water service will remain inactive until corrections of violations have been approved by TRI-GID.

12.7 Enforcement

The TRI-GID District Manager or his/her designee shall have the authority to enforce this policy.

It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by TRI-GID water system and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply system of TRI-GID and/or the service of water pipes or fixtures of any customer of TRI-GID.

12.8 Severability

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this policy, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this policy or any part thereof.

ARTICLE 13. SERVICE AREAS

13.1 Intention. The intent of these Rules is to establish rules, regulations and rates for water service supplied hereunder only to areas allowed by TRIGID's service territory for retail service and for wholesale service. No other areas shall be served by TRIGID. Otherwise, TRIGID shall establish the service area, based on its ability to serve and as provided by law and these Rules.

13.2 Wholesale Service. TRIGID may enter into an agreement with a person who is a regulated public utility company, a governmental entity authorized by law to provide retail water service, or an accommodator under NRS 704.030 to provide wholesale water service to said person, provided said person provides retail water service outside TRIGID's retail service area in a manner allowed by law.

ARTICLE 14. DISPUTES, RELIEF, APPEALS, REVIEWS

14.1 Relief on Application. When any person by reasons of special circumstances is of the opinion that any provision of these Rules is unjust, inequitable or improper as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application be approved, the Board may suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

14.2 Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of these Rules should be suspended or modified as applied to a particular premise and may order such suspension or modification for any such premises during the period of such special circumstances, or any part thereof.

14.3 Review by the Board. These Rules shall be reviewed by the Board on a periodic basis to ensure that the provisions of these Rules are kept up to date, and that the charges and fees set out in Articles 4 and 5 are adequate to meet the costs of operating the water facilities and recovering the cost of Capital Outlays.

14.4 Adjustment of Complaints. The Board shall have the power of discretion in the interpretation and application of these Rules, including adjustments or rebate of charges, if in the Board's opinion, the intent of the Rules would not be accomplished and an injustice would result by their strict application.

14.5 Ruling Final. All rulings of the Board shall be final, unless appealed in writing as provided in this Article within thirty (30) days.

14.6 Billing Disputes. Any dispute regarding the payment of any bill, charge or fee demanded by TRIGID is subject to relief and review as provided in this Article 14.

14.7 Right to Arbitration. Any request for relief made pursuant to Article 14.1 or other dispute arising from these Rules shall be subject to arbitration, and be decided by arbitration in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the Board and with the American Arbitration Association.

14.8 Limitation on Claim. A demand for arbitration shall be barred unless made within thirty (30) days after the ruling of the Board, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

14.9 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has not matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment. Otherwise, all unasserted claims are barred.

14.10 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 15. WATER SERVICE AND WATER RESOURCES

15.1 Customer Provision of Water Rights. All water rights necessary for water service to a Customer will be dedicated to TRIGID by Customer, and water rights will be allocated by TRIGID to each of Customer's uses based on the submittal of building plans in sufficient detail to show the water quantities needed, based on dedication amounts established by TRIGID. If actual annual use of water by a Customer as verified by metering exceeds the amount of water rights provided to TRIGID by Customer for water service, Customer shall after notice by TRIGID either dedicate to TRIGID the additional water rights to make up the shortfall, or reduce its water consumption during the next year so as not to exceed in actual usage the amount dedicated. TRIGID reserves the right to discontinue water service to a Customer who by actual usage exceeds the amount of water rights dedicated, if the Customer has in the previous year also exceeded by actual usage the amount of water rights dedicated and after notice by TRIGID has failed to either reduce its water consumption or to dedicate additional water rights to make up the shortfall. In the event Customer uses less water on an annual basis than has been dedicated for Customer's use, Customer shall not be entitled to a refund or rebate of water rights or money for the extra water rights not used by Customer. All water rights dedicated to TRIGID or purchased from TRIGID for any Customer's use shall be the sole asset of TRIGID and Customer shall have no interest therein nor right to any claim of value or use for the unused excess amount of water rights so dedicated.

15.2 Will Serve Commitment. Upon provision of adequate water rights to TRIGID's satisfaction, approval of Customer's plans and specifications, and compliance with these Rules, TRIGID will issue to Customer a written will serve commitment for each development use of Customer. Unless Customer is required to build and dedicate water system facilities in accordance with Article 4.3 or Article 10, TRIGID agrees to cause the construction, at its sole cost and expense, of well improvements, water tanks, water lines and other water facilities deemed necessary by TRIGID in order to provide water service to Customer. TRIGID agrees to deliver water to Customer for Customer's beneficial purposes. Customer's shall be obligated: (a) to use the water only on Customer's parcel for beneficial purposes not exceeding the amount of Customer's water rights utilizing conservation measures (and re-use of effluent) as may be required by TRIGID or the Nevada State Engineer; and (b) to use water conservation devices such as in-line aerators and flow restrictors, landscaping adapted to the desert environment, and best available water management practices. The use of any ground water or surface water (other than water provided by TRIGID) within the service area of TRIGID without TRIGID's consent is prohibited. In addition, no Customer shall without TRIGID's consent apply for, contract to use or own, or hold water rights subject to a permit issued by the Nevada State Engineer or a claim from the Orr Ditch Decree (U.S. vs. Orr Ditch Co., et. al, Equity Docket No. A-3, in the District Court of the United States in and for the District of Nevada), which permit or claim has a point of diversion or a place of use on any portion of the real property located in Storey County or Lyon County formerly known as the Asamera Ranch, or known as the Tahoe-Reno Industrial Center or in TRIGID's retail or wholesale service area.

15.3 Nonpotable Water. The parties acknowledge that water irrigation lines for use of untreated surface water or sanitary sewer effluent will be installed as part of TRIGID water system in certain areas of TRIGID's

service area, and Customer shall be required to construct a separately metered water irrigation system for landscaping (and any other use for which nonpotable water can be used) which will allow the use of nonpotable water in those areas in which nonpotable water is made available by TRIGID or off-site nonpotable water facilities are installed for future Customer service. The parties intend that, if available and economically feasible, nonpotable water shall be used for all irrigation purposes (and other nonpotable water uses) possible in the service area, as determined by TRIGID in its sole discretion.

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: September 15, 2020 **Estimate of time required:** 15 minutes

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

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1. **Title: FOR POSSIBLE ACTION:** Consideration of proposed modifications of TRI GID service plan which include authorization to incur debt, authorization to operate and maintain the facilities of the TRI GID by the staff of the TRI GID and other matters properly related thereto.

2. **Recommended motion: I _____ (Commissioner)** move to approve Resolution 20-590 approving the proposed modified service plan for the TRI GID and authorize the Chairman to sign.

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** See Attached

6. **Supporting materials:** Resolution 20-590

7. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   __X__ 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. 10

STAFF SUMMARY

Following a public hearing on a proposed modification of a service plan, the Board is required, within 20 days of completion of the hearing, to advise all interested parties of its action on the modified service plan. If the modified service plan is approved as submitted the approval must be set forth in a resolution of the board. Resolution 20-590 is a resolution approving the service plan as presented. The Board's other options are to disapprove the modified service plan, in which case specific detailed reasons for the disapproval must be set forth in writing. A third option is to conditionally approve the modified service plan, in which case the changes or modifications to be made in, or additional information relating to, the service plan together with the reasons for such changes, modifications or additional information shall also be set forth in writing. If the third option is chosen the proceedings shall be continued until such changes, modifications or additional information are incorporated in the service plan. Upon the incorporation of such changes, modifications, or additional information in the service plan of the proposed district, the board of county commissioners shall issue a resolution of approval.

RESOLUTION 20-590

Resolution: Approving a Modification to the TRI General Improvement District Service Plan

WHEREAS, Storey County (the "County") by and through the Board of County Commissioners (the "Board"), approved on February 1, 2000 pursuant to Resolution 00-50 a service plan for the TRI General Improvement District ("TRIGID") within the County to supply electric power and space heating to customers. On the same date Ordinance No. 164 was passed by unanimous vote of the Board creating TRIGID.

WHEREAS, On August 1, 2000 the Board approved pursuant to Resolution 00-85 a modification to the service plan to add water and sewer service. On August 8, 2001 Ordinance No. 171 was passed adding the basic powers of water and sewer service to TRIGID. On June 5, 2001 Ordinance No. 176 was passed, dissolving and terminating the basic powers of furnishing electric power and natural gas (space hearing) facilities and approving the service area expansion. On the same date Resolution 01-97 was approved, modifying the service plan to delete electric power and natural gas facilities and to add the additional service territory for water and sewer service. Thereafter, the remaining services and facilities of TRIGID described in the 2001 Service Plan have been for water and sanitary sewer only.

WHEREAS, the Tahoe-Reno Industrial Center ("TRI Center") is an area of partially developed land planned by the Storey County Master Plan to be a large industrial business park located in the northern portion of the County, which requires water and sewer service.

WHEREAS, general improvement districts are authorized under state law, NRS Chapter 318, to supply water and sanitary sewerage facilities (among other allowed basic powers) to customers, and the County must approve a modification to the service plan pursuant to NRS

Chapter 308 relating to changes in operations, construction of facilities, and future facility construction needs.

WHEREAS, on August 7, 2020 a proposed modified Service Plan for Water and Sewer Service, titled "TRI General Improvement District Service Plan For Water and Sewer Service (Modified, Revised and Approved as of __, 2020)" (referenced herein as "Modified Service Plan") was filed with the County Clerk pursuant to NRS 308.070. At the next regularly scheduled meeting after the filing date of the service plan, the Board on August 18, 2020 set the date of September 15, 2020 at 10:30 a.m. in the chambers of the Board, Storey County Courthouse, Virginia City, Nevada as the date, time and place for the public hearing on the Modified Service Plan. On August 20, 2020 the Storey County Planning Commission at its regularly scheduled meeting studied and recommended for approval the Modified Service Plan as being in compliance with the Storey County Master Plan and NRS Chapter 308.

WHEREAS, the Board provided written notice as required by law of the date, time and location of the public hearing on the Modified Service Plan to the GID Petitioner and the governing bodies of all existing city, town or special districts which have levied a general ad valorem property tax within the next preceding tax year and have boundaries within the County.

WHEREAS, the Board has published legal notice in the Comstock Chronicle of the date, time and location of the public hearing on the Modifieed Service Plan as required by law.

WHEREAS, the hearing on the Modified Service Plan was held on September 15, 2020 and was open to the public. All interested persons and other members of the public were afforded an opportunity to be heard, and testimony and evidence relevant to the Modified Service Plan was considered. A representative of the Storey County Planning Commission provided input to

the Board as a result of the planning commissions consideration of the Modified Service Plan at its August 20, 2020 meeting.

WHEREAS, no changes to the Modified Service Plan were proposed or approved at the public hearing.

WHEREAS, the Modified Service Plan describes the current and future plan for water service and sanitary sewer service, including changes in operational management, construction of facilities, and future facility construction needs.

WHEREAS, neither the County nor any public utility, municipal, or quasi-municipal entity within the County provides, or is anticipated at any time in the future to provide, water or sewer service to the service area of TRIGID.

WHEREAS, the Board hereby finds that the statutory requirements under NRS Chapter 308 have been met and the Modified Service Plan does not contravene the criteria enumerated in NRS 308.060(1).

WHEREAS, this Resolution constitutes and includes the findings of the Board.

THEREFORE IT IS:

RESOLVED, that all statements and documents specified above are hereby made a part of this Resolution.

RESOLVED, that the Modified Service Plan is approved as submitted and constitutes the modified service plan of TRIGID based upon satisfactory evidence to the Board submitted at the hearing on September 15, 2020 by the public, interested parties, a representative of the planning commission and the GID Petitioner that the Modified Service Plan does not contravene the criteria enumerated in NRS 308.060(1).

RESOLVED, that the Modified Service Plan set forth as Exhibit A is hereby passed and approved.

This Resolution shall be effective on the ____ day of _____, 2020.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY BOARD OF COMMISSIONERS

_____
Chairman

ATTEST:

_____
Storey County Clerk

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09/15/20 **Estimate of time required:** 20 min.

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

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1. **Title:** Discussion/For Possible Action: Adjustment of the CIP plan in the amount of $115,105.00 from the Capital Projects Fund to purchase and support of Network Racking Equipment, Point-to-Point Microwave Links; Switching and Routing Equipment; and redundancy network cabling and battery backup systems necessary to upgrade, secure, and relocate the county's Emergency 911 Dispatch Center.

2. **Recommended motion:** I Commissioner [____] motion to approve the adjustment to the CIP plan in the Capital Projects Fund not to exceed $115,105.00 to purchase and support of Network Racking Equipment, Point-to-Point Microwave Links; Switching and Routing Equipment; and redundancy network cabling and battery backup systems necessary to upgrade, secure, and relocate the county's Emergency 911 Dispatch Center.

3. **Prepared by:** James Deane

4. **Department:** Information Technology **Telephone:** 775-847-1152

4. **Staff summary:** The IT Department and county prepared a budget for the following items to be included in the "Divide" Justice Center project. Engineering, justice center space and security requirements, and other considerations, however, necessitated that the 911 Dispatch Center be located to another facility. The chosen facility is the old Bank of America building at the corner of Union and E Streets in Virginia City. Thus, an augment of funds for this pre-planned project are required. The project is as follows. The IT Department requests these funds to complete the technical side of the 911 Dispatch Center relocation from the existing jail building to the county-owned "Bank Building" in Virginia City. There is need for a quick and seamless cutover of 911 service with special attention to minimizing service impacts. The funds will be used to purchase Network Racking Equipment to be located inside the old Bank vault, Point-to-Point Microwave Links to connect the new facility to both the County Network and the existing Jail Tower for VHF radio communications, Switching and Routing equipment, and required network cabling and battery backup systems to keep redundant services running with failover capability. The existing CAD server environment will be moved into the Bank vault once the infrastructure is able to support it. When the Dispatch move is complete, some equipment left over at the old Jail will be repurposed and used in the "Divide" Justice Center and/or IT building once those facilities are completed. These are one-time costs within maintenance and lifespan parameters.

5. **Supporting materials:** List of equipment and systems.

6. **Fiscal impact:**

Funds Available: Fund: 001-070-64160-000 ____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

___X_ Department Head Department Name: IT Department

____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No. 11

Dispatch Networking

Dispatch

Description	QTY	Unit Cost	Total
Racking and Cable Management	1	$15,008.28	$15,008.28
PA-220 Firewall	1	$1,500.00	$1,500.00
Aruba 2930 24 Port Switch Dispatch Network	1	$1,850.00	$1,850.00
Aruba 2930 24 Port Switch DMZ (Vines, 911 Phones)	1	$1,850.00	$1,850.00
Aruba 2930 24 Port Switch Radio/NQCI Network	1	$1,850.00	$1,850.00
APC Smart-UPS 2200VA	2	$1,500.00	$3,000.00
Tripplite PDU	2	$575.00	$1,150.00
Cable Mgmt	11	$40.00	$440.00
Patch Panel	2	$500.00	$1,000.00
Microwave Radio Link to ST71 (Core Network already purchased , Radio Network)	1	$3,000.00	$3,000.00
Microwave Radio Link to SMAC (Radio Network)	1	$3,000.00	$3,000.00
Radio Installation Labor	3	$2,000.00	$6,000.00
AT&T 100x100 Fiber Internet - Jlink, 911 Phone System, 911 Recorder, VINES	12	$900.00	$10,800.00
CAT6 Cable	2	$300.00	$600.00
		Total	**$51,048.28**

Jail Tower

Description	QTY	Unit Cost	Total
Microwave Radio Link to Public Works (Radio Network)	1	$3,000.00	$3,000.00
Cisco 4451 Router + 2 SFP module	1	$14,100.00	$14,100.00
Aruba 2930 24 Port Switch Core Network	1	$1,850.00	$1,850.00
Reducer Brackets	4	$50.00	$200.00
Horizontal Cable Management Panel	4	$40.00	$160.00
Radio Installation Labor	1	$2,000.00	$2,000.00
		Total	**$21,310.00**

ST71

Description	QTY	Unit Cost	Total
Aruba 2930 24 Port Switch	1	$1,850.00	$1,850.00
Radio Installation Labor	1	$2,000.00	$2,000.00
Aruba Switch Fiber Transceiver	2	$300.00	$600.00
		Total	**$4,450.00**

Jail

Description	QTY	Unit Cost	Total
Physical Domain Controller Replacement	1	$1,700.00	$1,700.00
Replacement Aruba 2930 48 Port Switch	1	$3,500.00	$3,500.00
AT&T 50x50 Fiber Internet will need to be billed to SO for Jail Cameras, Commissary, Livescan	12	$1,080.00	$12,960.00
		Total	**$18,160.00**

Dispatch Networking Total Estimated Cost* **$94,968.28**

Dispatch Redundant Path to Jail Tower

SMAC Networking

Description	QTY	Unit Cost	Total
Chatsworth Rack 48 x 24 x 30 (26U)	1	$1,250.00	$1,250.00
Rear Mounting Rails	1	$175.00	$175.00
Fan Kits	2	$150.00	$300.00
Fan Filter Kits	1	$50.00	$50.00
Cable Port Brush Kit	1	$50.00	$50.00
Lighting Kits	2	$100.00	$200.00
APC Smart-UPS 1500 Battery Backups	2	$800.00	$1,600.00
APC Network Management Card	2	$300.00	$600.00
Tripplite PDU	2	$600.00	$1,200.00
Geist Watchdog 100 Temperature Sensor	1	$450.00	$450.00
Horizontal Cable Management Panel	4	$40.00	$160.00
Patch Panel	1	$500.00	$500.00
Aruba 2930 24 Port Switch (Radio Network)	1	$1,850.00	$1,850.00
Microwave Radio Link to Jail Tower (Radio Network)	1	$3,000.00	$3,000.00
Microwave Radio Link to Public Works (Radio Network)	1	$3,000.00	$3,000.00
		Total	**$14,385.00**

SMAC Equipment Cooling

Description	QTY	Unit Cost	Total
Air Conditioner Ducting	1	$2,500.00	$2,500.00
Construction Costs (for cooling)	1	$2,500.00	$2,500.00
Air Conditioner	1	$750.00	$750.00
		Total	**$5,750.00**

Dispatch Redundant Patch Total Estimated Cost* **$20,135.00**

**Pricing is for general quoting purposes only and may fluctuate due to changes in the supply chains or manufacturer price changes.*

MA Laboratories, Inc.
2075 N. Capitol Ave.
San Jose, CA 95132

INVOICE# XF9979
CUSTOMER# STO44

Web: www.malabs.com, sales@malabs.com
Tel: 408-941-0808
< SANDY: 4:00 >

BILL TO:
STOREY COUNTY-NEVADA

145 NORTH C STREET
VIRGINIA CITY, NV 89440
USA JAMES DEANE
Tel: 775-847-1152

SHIP TO:
STOREY COUNTY-NEVADA

145 NORTH C STREET
VIRGINIA CITY, NV 89440
USA

INV, WHS CHELS AUTO shipped from SJ
Resale#: [NV] FAX: 775-847-1138 *SI*0/0:01/01/90*
10:09 0949,1 02/14

SHIP DATE	SHIP VIA	F.O.B.	TERMS C
08/26/20	UPS-GROUND	ORIGIN	NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALES PERSON	OUR ORDER NUMBER
08262020-EMgrant	08/26/20	LINA x138 1295	AGN-65/60/49

QUANTITY QTY.REQ.	SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2	0	HX424FB3/8	HX424C15FB3/8 2400 8G 1R*8	33.15	66.30
1	1	0	MZ-V7E500B	MZ-V7E500BW 970EVO M.2 500GB	81.60	81.60
1	1	0	I7-10700BX	CORE I7 10700 BOX	325.38	325.38
1	1	0	GH24NSC0B	LG DVDRW 24X SATA DVDRW NO SW	16.25	16.25
2	2	0	MB-PRZ490P	AS/Z490/DDR4/M.2/ATX	147.90	295.80
1	1	0	MSFQC08930	WIN PRO 10 64BIT ENGLISH 1PK	138.50	138.50
1	1	0	MSI-103L2H	GT 1030 2GH LP OC	84.50	84.50
1	1	0	ST-HDMI15M	HDMI15'M TO M,1.4V,GOLD PLATED	8.00	8.00
1	1	0	KB-MK320	WIRELESS DESKTOP MK320	32.68	32.68
1	1	0	AS-VA24EHE	23.8"ASUS FHD IPS HDMI 75HZ	105.00	105.00
1	1	0	PS-TR-600	TT TR2 600W V2.3 I5 I7 READY	41.82	41.82
1	1	0	CA-P7S	P7 SILENT, ATX MID TOWER CASE	53.04	53.04
1	1	0	ZZZZ	SHIPPING+HANDLING+INSURANCE	46.49	46.49

MA Laboratories, Inc.
2075 N. Capitol Ave.
San Jose, CA 95132

Web: www.malabs.com, sales@malabs.com
Tel: 408-941-0808

INVOICE# XF9979
CUSTOMER# STO44

BILL TO:
STOREY COUNTY-NEVADA

145 NORTH C STREET
VIRGINIA CITY, NV 89440
USA JAMES DEANE
Tel: 775-847-1152
Resale#: [NV] FAX: 775-847-1138 *SI*0/0:01/01/90*

SHIP TO:
STOREY COUNTY-NEVADA

145 NORTH C STREET
VIRGINIA CITY, NV 89440
USA
INV, WHS CHELS AUTO shipped from SJ

10:09 0949,1 02/14

SHIP DATE	SHIP VIA	F.O.B.	TERMS	C
08/26/20	UPS-GROUND	ORIGIN	NET 30 DAYS	

PURCHASE ORDER NUMBER	ORDER DATE	SALES PERSON	OUR ORDER NUMBER
08262020-EMgrant	08/26/20	LINA x138 1295	AGN-65/60/49

QUANTITY QTY.REQ.	SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
* PLEASE CONTACT YOUR ACCOUNT MANAGER FOR CURRENT PROMOTIONS.						
* AN AUTOMATIC FINANCE CHARGE AT A RATE OF 1% MONTHLY						
* IS GENERATED BY OUR SYSTEM FOR EACH INVOICE THAT IS OVERDUE.						
* THESE CHARGES ARE GENERATED ON A MONTHLY BASIS.						
* Index credit is applied to HDDS return within 7 Days from invoice.						
* THE PRODUCTS IN THIS INVOICE ARE NOT TAA & NOT BAA COMPLIANT						
* TERMS & CONDITIONS: http://www.malabs.com/terms-conditions						

Offer to Sell Goods or Services; Acceptance

The purchaser of the goods or services described in this invoice accepts the terms and conditions of sale recited above and at http://www.malabs.com/terms-conditions incorporated by this reference. There are no other oral or written terms or conditions of purchase or sale. Any different or additional terms or conditions, whether set forth in a purchase order or other document, unless countersigned by Ma Labs, are null and void, superseded by this invoice, and are expressly declined by Ma Labs. Products in this invoice are not TAA & not BAA-compliant

Non Taxable	46.49
* Taxable	1248.87
0.000% Sales Tax	0.00
Invoice Total	1295.36

 Printed: 08/26/20-10:09

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
Sep 02, 2020 11:02 AM PDT

Modified Date
Sep 02, 2020 03:35 PM PDT

Doc #
764909 - rev 1 of 1

Description
windows / sql

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Young, Doug
dyoung@storeycounty.org

Customer
Storey County (277700)
Young, Doug
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:

Terms:
Undefined

Ship Via:
GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Microsoft Windows Server 2019 Standard License - 16 cores - local, Microsoft Qualified - OLP: Government - English	9EM-00678	$803.00	1	$783.74	$783.74
2	Microsoft SQL Server 2019 Standard License - local, Microsoft Qualified - OLP: Government - Linux, Win - English	228-11491	$742.00	1	$724.10	$724.10
3	Microsoft SQL Server 2019 License - 1 user CAL - local, Microsoft Qualified - OLP: Government - Linux, Win - English	359-06894	$167.00	3	$162.65	$487.95

Thank you for your interest in a proposal from IT1 Source!

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically
listed
above. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$1,995.79**
Tax (0.000%):	$0.00
Shipping:	$0.00
EWR:	$0.00
Total:	**$1,995.79**
(List Price:	*$2,046.00)*

‹ See all orders

Purchase Date: Jun 11, 2020 **Order Number:** BBY01-806121946807 **Total:** $629.99

Shipment

Delivered on Jun 15, 2020

Shipping Address
James Deane
145 N C ST
FIRE DEPARTMENT
VIRGINIA CITY, NV 89440 US

Honeywell - 550 Sq. Ft. Portable Air Conditioner - Black/Silver

Model: MN12CES
SKU: 8478073
Quantity: 1

Item Total:	$629.99
Product Price:	$629.99
Sales Tax, Fees & Surcharges:	$0.00

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Sales Order (Submitted)

Date
Sep 04, 2020 07:11 AM PDT

Modified Date
Sep 04, 2020 07:11 AM PDT

Doc #
765207 - rev 1 of 1

Description
chatsworth brackets

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Shropshire, Tim
(P) 775-847-1152
tshropshire@storeycounty.org

Customer
Storey County (277700)
Shropshire, Tim
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:
09042020it-jailtower

Special Instructions:

Terms:
NET 30

Ship Via:
GROUND

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1	CPI 31420-700 2U PANEL ADAPTERS (PAIR), USE TO MNT 19" EQUIP ON 23" RACKS #12-24 HOLES. BLK	CPI 31420-700	Yes	$46.87	2	$38.50	$77.00

Thank you for your order with IT1 Source!

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically
listed
above. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$77.00**
Tax (0.000%):	$0.00
Shipping:	$35.00
EWR:	$0.00
Total:	**$112.00**
(List Price:	*$93.74)*

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
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(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
Aug 11, 2020 08:07 AM PDT

Modified Date
Aug 11, 2020 08:25 AM PDT

Doc #
761644 - rev 1 of 1

Description
blackbox 1000ft

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Shropshire, Tim
(P) 775-847-1152
tshropshire@storeycounty.org

Customer
Storey County (277700)
Shropshire, Tim
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:

Terms:
Undefined

Ship Via:
GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Black Box GigaTrue 550 Bulk cable - 1000 ft - UTP - CAT 6 - solid - yellow	EYN872A-PB-1000	$216.99	1	$183.67	$183.67
2	Black Box GigaTrue CAT6 550-MHz Solid Bulk Cable Bulk cable - 1000 ft - UTP - CAT 6 - plenum, solid - blue	EYN871B-PB-1000	$445.99	1	$362.03	$362.03

Thank you for your interest in a proposal from IT1 Source!

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listed
above. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$545.70**
Tax (0.000%):	$0.00
Shipping:	$50.00
EWR:	$0.00
Total:	**$595.70**
(List Price:	*$662.98)*

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Sales Order (Submitted)

Date
Aug 09, 2018 10:56 AM PDT

Modified Date
Aug 09, 2018 10:56 AM PDT

Doc #
656444 - rev 1 of 1

Description
geist 100p

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Beckwith, Riley
(P) 775-847-1152
rbeckwith@storeycounty.org

Customer
Storey County (277700)
Beckwith, Riley
145 N C Street
virginia city, NV 89440
United States
(P)
(F)

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:
be 08092018it-rack2

Terms:
Net 30 Days

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1	Geist Watchdog 100 P Environment monitoring device - 100Mb LAN	G1683	Yes	$407.00	2	$331.79	$663.58

Status	Serial #	Shipped On	Shipped Via	Tracking #
Submitted (2)			FedEx Ground	

Serial #(s):

Subtotal:	$663.58
Tax (0.000%):	$0.00
Shipping:	$17.00
EWR:	$0.00
Total:	**$680.58**
(List Price:	*$814.00)*

Thank you for your order with iT1 Source!

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above. All prices are subject to change without notice. Supply subject to availability.

CDW PEOPLE WHO GET IT

patch panel

Sign In Cart (0)

Hardware Software Services IT Solutions Brands Tech Library

PANDUIT

Panduit NetKey Category 6 Punchdown Patch Panel – patch panel – 2U

Mfg.Part: NK6PPG48Y | CDW Part: 1771581 | UNSPSC: 43223309

[redacted]

Availability: • In Stock
Ships same day if ordered before 2 PM CT
Order fulfilled by a CDW partner.

Was ~~$490.46~~ SAVE $72.47
$417.99 Advertised Price

Claim Your 5% Discount
Create an account to get My CDW Advantage today.

Lease Option ($12.63/month)

Product Details

- Patch panel
- 2U
- 48 ports

Product Overview

Main Features

- Patch panel
- 2U
- 48 ports

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer:	Panduit
Brand:	Panduit
Product Line:	Panduit NetKey
Model:	Category 6 Punchdown Patch Panel
Packaged Quantity:	1

General

Product Type:	Patch panel
Category of Accessory:	Patch panels, outlets and components

Interface Provided

Connector Provided:	48 x RJ-45 female

Cabling & Wiring

Port Qty:	48 ports
Category:	CAT 6e

Sierra Electronics
690 East Glendale Ave, Suite 9B, Sparks, NV 89431
Phone (775) 359-1121 Fax (774) 358-9309

Equipment Quote

Number: BH200504920-1
Date: July 30, 2020
Contract:

Sold To:	Storey County
Name	James Deane
Address	
Address	PO Box 172
City, State	Virginia City, NV 89440
Telephone	(775) 847-1152

Ship To:	Storey County
Name	James Deane
Address	
Address	PO Box 172
City, State	Virginia City, NV 89440
Telephone	(775) 847-1152

Sales Person	Quote Valid	Ship VIA	Terms
Eobby	30 Days	Installed	Net 30

Line	Qty	Description	Unit Price	Ext Price
1	1	Provide (5) 7ft Racks, (4) 4 Post racks, Cable mangement, Cable tray, Wall Supports, Rack to cable tray mounts, and all other hardware to install racks and cable tray into, the back room at dispatch.	$ 10,868.28	$ 10,868.28
2	1	Installation of racks, tray, mounts and cable mangement, into the new dispatch center. Travel to and from site included.		$ -

Note: Quote includes: 5 racks, 4 server racks, 5 ground bars, 2 vertical cable management sleeves, 50ft of cable tray, wall mounts for cable tray, rack to cable tray mounts, interconnects for cable tray. Hardware to lag and bolt down racks. Hardware to lag into walls for cable tray.

Sub Total	$ 10,868.28
Tax	
Shipping	
Labor	$ 4,140.00
Total	**$ 15,008.28**

Thank you for your business

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
May 14, 2020 08:29 AM
PDT

Modified Date
May 14, 2020 08:31 AM
PDT

Doc #
750639 - rev 1 of 1

Description
Ubiquiti airFiber 24 Radio

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Beckwith, Riley
(P) 775-847-1152
rbeckwith@storeycounty.org

Customer
Storey County (277700)
Beckwith, Riley
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:

Special Instructions:

Terms:
Undefined

Ship Via:
GROUND

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	AirFiber, 24GHz	AF-24(US)	$1,498.00	2	$1,444.74	$2,889.48

x 5

Subtotal:	**$2,889.48**
Tax (0.000%):	$0.00
Shipping:	$45.00
EWR:	$0.00
Total:	**$2,934.48**
(List Price:	*$2,996.00)*

Thank you for your interest in a proposal from IT1 Source!

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above. All prices are subject to change without notice. Supply subject to availability.

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Sales Order (Submitted)

Date
Jan 13, 2020 02:40 PM PST

Modified Date
Jan 13, 2020 02:40 PM PST

Doc #
733303 - rev 1 of 1

Description
palo alto 1 year price good until jan 30

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Beckwith, Riley
(P) 775-847-1152
rbeckwith@storeycounty.org

Customer
Storey County (277700)
Beckwith, Riley
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:
01132020it-cstoff

Terms:
NET 30

Ship Via:
GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1	Palo PA-220 Security appliance - GigE	PAN-PA-220	Yes	$1,050.00	1	$735.00	$735.00
2	Palo Threat Prevention for PA-220 Subscription license (1 year)	PAN-PA-220-TP	Yes	$200.00	1	$140.00	$140.00
3	Palo PANdb URL Filtering for PA-220 Subscription license (1 year) - 1 device	PAN-PA-220-URL4	Yes	$200.00	1	$140.00	$140.00
4	WildFire for PA-220 Subscription license (1 year) - 1 device	PAN-PA-220-WF	Yes	$200.00	1	$140.00	$140.00
5	Palo Alto Power adapter - for Palo PA-220	PAN-PA-220-PWR-AC	Yes	$100.00	1	$75.56	$75.56
6	Palo Premium Support Program Extended service agreement - advance parts replacement - 1 year - shipment - response time: NBD - for Palo PA-220	PAN-SVC-PREM-220	Yes	$200.00	1	$179.44	$179.44

Subtotal:	**$1,410.00**
Tax (0.000%):	$0.00
Shipping:	$20.00
EWR:	$0.00
Total:	**$1,430.00**
(List Price:	*$1,950.00)*

Thank you for your order with IT1 Source!

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listed
above. All prices are subject to change without notice. Supply subject to availab lity.

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
Aug 07, 2020 03:21 PM PDT

Modified Date
Aug 07, 2020 03:34 PM PDT

Doc #
761418 - rev 1 of 1

Description
aruba apc/

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Shropshire, Tim
(P) 775-847-1152
tshropshire@storeycounty.org

Customer
Storey County (277700)
Shropshire, Tim
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:

Special Instructions:

Terms:
Undefined

Ship Via:
GROUND

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	HPE Aruba 2930F 24G PoE+ 4SFP Switch - L3 - managed - 24 x 10/100/1000 (PoE+) + 4 x Gigabit SFP (uplink) - rack-mountable - PoE+ (370 W)	JL261A#ABA	$2,855.00	4	$1,846.23	$7,384.92
2	HPE Aruba 2930F 48G PoE+ 4SFP Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x Gigabit SFP (uplink) - rack-mountable - PoE+ (370 W)	JL262A#ACF	$5,000.00	1	$3,488.88	$3,488.88
3	APC Smart-UPS 2200VA LCD RM 2U UPS (rack-mountable) - AC 120 V - 1980 Watt - 2200 VA - Ethernet 10/100, USB - output connectors: 8 - 2U - black - for P/N: AR4018SPX432, AR4024SP, AR4024SPX429, AR4024SPX431, AR4024SPX432, NBWL0356A	SMT2200RM2UNC	$2,220.00	2	$1,479.67	$2,959.34
4	APC Smart-UPS SMT1500RM2UC UPS (rack-mountable) - AC 120 V - 1 kW - 1440 VA - 1 x - USB, serial - output connectors: 6 - 2U - black - with APC SmartConnect - for P/N: AR4018SPX432, AR4024SP, AR4024SPX429, AR4024SPX431, AR4024SPX432, NBWL0356A	SMT1500RM2UC	$1,125.00	2	$723.23	$1,446.46
5	APC Network Management Card 2 Remote management adapter - SmartSlot - 10/100 Ethernet - black - for Smart-UPS X	AP9630	$437.00	2	$285.45	$570.90
6	Tripp Lite PDU Switched ATS 120V 20A 5-15/20R 16 Outlet L5-20P Horizontal TAA Horizontal rackmount - power distribution unit (rack-mountable) - 20 A - AC 120 V - 1.9 kW - 2400 VA - Ethernet 10/100 - output connectors: 16 (NEMA 5-15/20) - 1U - black	PDUMH20ATNET	$943.20	2	$555.16	$1,110.32

Thank you for your interest in a proposal from IT1 Source!

Subtotal: **$16,960.82**

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically
listed
above. All prices are subject to change without notice. Supply subject to availability.

Tax (0.000%):	$0.00
Shipping:	$250.00
EWR:	$0.00
Total:	**$17,210.82**
(List Price:	*$25,870.40)*

Sierra Electronics
690 East Glenda e Ave, Suite 9B, Sparks, NV 89431
Phone (775) 359-1121 Fax (774) 358-9309

Equipment Quote

Number: BH200504920-1
Date: May 4, 2020
Contract:

Sold To:	**Storey County**
Name	James Deane
Address	
Address	PO Box 172
City, State	Virginia City, NV 89440
Telephone	(775) 847-1152

Ship To:	**Storey County**
Name	James Deane
Address	
Address	PO Box 172
City, State	Virginia City, NV 89440
Telephone	(775) 847-1152

Sales Person	Quote Valid	Ship VIA	Terms
Bobby	30 Days	Installed	Net 30

Line	Qty	Description	Unit Price	Ext Price
1	1	Re-Align Microwave Links from Courthouse to Fire Station in Virginia City Re-Align Microwave Links from Courthouse to Fire Station in Virginia City for redundant link Re-Align Microwave Links from Courthouse to PW building department	$ 1,910.00	$ 1,910.00

Note: Storey County IT to assist with alignment and logging into equipment. Storey County to provide a bucket truck to reach microwave dish at the public works building. Storey County to assist with tower crew when working at FD tower location. All 3 alignments will take place in one day, if ava lablity or scheduling conficts affects this additional charges will iccur.

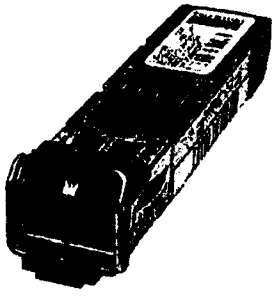
Sub Total	$ 1,910.00
Tax	
Shipping	
Labor	
Total	$ 1,910.00

Thank you for your business

PEOPLE WHO GET IT

Search... Sign In Cart (0)

Hardware Software Services IT Solutions Brands Tech Library



Cisco - SFP (mini-GBIC) transceiver module - GigE

Mfg.Part: GLC-LH-SMD++= | CDW Part: 3581976 | UNSPSC: 43201553

Availability: • Item Backordered
This item will ship once it is in stock. CDW cannot guarantee an in-stock date.
Order fulfilled by a CDW partner.

FREE SHIPPING

Was ~~$998.48~~ **SAVE $282.49**

$715.99 Advertised Price

Claim Your 5% Discount
Create an account to get My CDW Advantage today.

Lease Option ($21.64/month)

Product Details

- GBIC) transceiver module
- GigE
- 1000Base-LX
- 1000Base-LH
- LC/PC single-mode
- up to 6.2 miles
- 1310 nm

Product Overview

Main Features

- GBIC) transceiver module
- GigE
- 1000Base-LX
- 1000Base-LH
- LC/PC single-mode
- up to 6.2 miles
- 1310 nm
- for Cisco 4451; Catalyst 29XX; Integrated Services Router 11XX; Nexus 93180
- 93XX; UCS 62XX

The 1000BASE-LX/LH SFP operates on standard single-mode fiber-optic link spans of up to 10 km and up to 550 m on any multimode fibers. When used over legacy multimode fiber type, the transmitter should be coupled through a mode conditioning patch cable.

Tech Specs

Specifications are provided by the manufacturer.

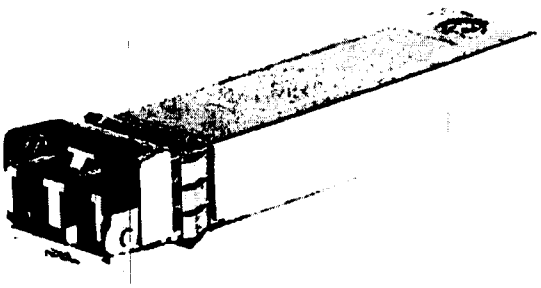
Header

Manufacturer:	Cisco Systems, Cisco Systems
Brand:	Cisco
Product Line:	Cisco
Packaged Quantity:	1

Networking

Type:	SFP (mini-GBIC) transceiver module
Form Factor:	Plug-in module
Connectivity Technology:	Wired
Cabling Type:	Ethernet 1000Base-LX, Ethernet 1000Base-LH

Read more about CDW's response to COVID-19 . See More



aruba

HPE Aruba - SFP (mini-GBIC) transceiver module - GigE

Mfg.Part: J4859D | CDW Part: 4941132 | UNSPSC: 43201553

Availability: • **1-3 Days**
Orders placed today will ship within 1-3 days

View Accessories

Was ~~$730.00~~ SAVE $445.30
$284.70 Advertised Price

Claim Your 5% Discount
Create an account to get My CDW Advantage today.

Product Details

- GBIC) transceiver module
- GigE
- 1000Base-LX
- LC single-mode
- up to 6.2 miles
- for HPE 25XX; HPE Aruba 2930M 24
- 2930M 40

Product Overview

Main Features

- GBIC) transceiver module
- GigE
- 1000Base-LX
- LC single-mode
- up to 6.2 miles
- for HPE 25XX; HPE Aruba 2930M 24
- 2930M 40
- 8320
- MACsec Advanced Module

The HP J4859D SFP Transceiver provides 1000Base-LX throughput up to 10 km at a wavelength of 1310 nm using a LC connector. It is compatible with most HP transceivers.

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer:	Aruba
Brand:	Aruba
Product Line:	HPE Aruba
Packaged Quantity:	1

Networking

Type:	SFP (mini-GBIC) transceiver module
Form Factor:	Plug-in module
Connectivity Technology:	Wired
Cabling Type:	Ethernet 1000Base-LX

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Sales Order (Pending)

Date
May 05, 2020 03:22 PM
PDT

Modified Date
May 05, 2020 03:22 PM
PDT

Doc #
748654 - rev 1 of 1

Description
cisco router 4451/

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Beckwith, Riley
(P) 775-847-1152
rbeckwith@storeycounty.org

Customer
Storey County (277700)
Beckwith, Riley
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
payable, accounts
145 N C Street
Virginia City, NV 89440
United States

Ship To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.com

Customer PO:
05052020it-dispatch

Special Instructions:

Terms:
NET 30

Ship Via:
FedEx Ground

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1	Cisco 4451-X Router - GigE - rack-mountable	ISR4451-X/K9	Yes	$20,506.00	1	$8,222.73	$8,222.73
2	Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: ISR4451-X/K9	CON-SNT-ISR45XK9	Yes	$2,430.00	1	$2,070.11	$2,070.11
3	Cisco WAN Network Interface Module Expansion module - combo Gigabit SFP x 2 - for Cisco 4451-X	NIM-2GE-CU-SFP=	Yes	$2,179.00	2	$859.46	$1,718.92
4	Cisco Power supply (internal) - AC 100/240 V - 450 Watt - for Cisco 4451-X	PWR-4450-AC=	Yes	$1,312.00	1	$525.34	$525.34

Subtotal:	**$12,537.10**
Tax (0.000%):	$0.00
Shipping:	$50.00
EWR:	$0.00
Total:	**$12,587.10**
(List Price:	*$28,606.00)*

Thank you for your order with IT1 Source!

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically
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above. All prices are subject to change without notice. Supply subject to availability.

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
Aug 10, 2020 10:13 AM PDT

Modified Date
Aug 10, 2020 10:28 AM PDT

Doc #
761483 - rev 1 of 1

Description
chatsworth cubt-it 48

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Shropshire, Tim
(P) 775-847-1152
tshropshire@storeycounty.org

Customer
Storey County (277700)
Shropshire, Tim
145 N C Street
virginia city, NV 89440
United States

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.com

Ship To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.com

Customer PO:

Terms:
Undefined

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	CPI 12419-748 CUBE-IT+ WALLMOUNT CAB, PLEXI -GLAS DOOR, 48"H X 24W" X 30"D26U TAP'D RAIL BLACK	CPI 12419-748	$979.99	1	$913.12	$913.12
2	264800 EA 75.99 75.99 CHATSWORTH PRODUCTS INC (CPI) 12803-701 CUBE-IT ENHANCED PLUS LIGHT WITH MOUNT	12803-701	$99.00	1	$74.13	$74.13
3	CPI 12787-548 MOUNTING RAILS, L-SHAPED 26RMU, 1 PAIR	CPI 12787-548	$169.99	1	$114.98	$114.98
4	CPI 40975-001 115 VOLT LOW DECIBEL FAN 31DB W/5-15P POWER CORD FOR CUBEIT	CPI 40975-001	$179.99	2	$146.65	$293.30
5	CPI 40973-001 REPLACEMENT FAN FILTER KIT FORCUBEIT - PACK OF 5	CPI 40973-001	$60.50	1	$23.54	$23.54
6	CPI 25190-000 CABLE PORT BRUSH KIT, CUBE-IT G3,WALL MT CAB,0.8"H (20MM)X 10.6"W(268MM)X2.9"D(	CPI 25190-000	$69.99	1	$39.69	$39.69

Thank you for your interest in a proposal from IT1 Source!

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availabl ity.

Subtotal:	**$1,458.76**
Tax (0.000%):	$0.00
Shipping:	$300.00
EWR:	$0.00
Total:	**$1,758.76**
(List Price:	*$1,739.45)*

Tim Shropshire

From: Carla Fields <cfields@spearheadconsulting.com>
Sent: Friday, June 19, 2020 9:49 AM
To: Tim Shropshire
Cc: James Deane; HICKS, ANGIE; RISTAU, TERRY; ARRINGTON, JULIANA A
Subject: RE: AT&T at remaining locations

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Tim –

Below is your quote for ADI w/AT&T Managed Router @ 20, 50, and 100MB's.
All are with a 10/100 electrical handoff, and include the 32 IP static IP addresses.

Location	AT&T Dedicated Internet; 20MB w/AT&T managed router; 10/100 handoff	AT&T Dedicated Internet; 50MB w/AT&T managed router; 10/100 handoff	AT&T Dedicated Internet; 100MB w/AT&T managed router; 10/100 handoff
10 South E St. Virginia City, NV 89440	$ 523.86	$ 695.90	$ 883.90

Let me know if you need any additional information.

Thanks!

Carla Fields
Spearhead Consulting
ph: (702) 720-2244

From: ARRINGTON, JULIANA A <ja062m@att.com>
Sent: Wednesday, June 17, 2020 1:48 PM
To: Tim Shropshire <tshropshire@storeycounty.org>
Cc: James Deane <jdeane@storeycounty.org>; HICKS, ANGIE <ar1486@att.com>; RISTAU, TERRY <tr3412@att.com>; Carla Fields <cfields@spearheadconsulting.com>
Subject: RE: AT&T at remaining locations

Tim,

I'm so glad to hear that your transition went smoothly.

As for the new quote, absolutely! I've engaged the team and we will begin working on that for you.

Juliana Arrington
Account Executive
Public Sector Solutions

AT&T Business

IT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.it1source.com
(P) 877-777-5995
(F) 480-777-5994

Sales Order (Submitted)

Date
Apr 09, 2019 02:55 PM PDT

Modified Date
Apr 09, 2019 02:55 PM PDT

Doc #
692709 - rev 1 of 1

Description
blackbox

SalesRep
Romero, Barbara
(P) 602-235-0305

Customer Contact
Beckwith, Riley
(P) 775-847-1152
rbeckwith@storeycounty.org

Customer
Storey County (277700)
Beckwith, Riley
145 N C Street
virginia city, NV 89440
United States
(P)
(F)

Bill To
Storey County
Deane, James
145 N C Street
Virginia City, NV 89440
United States
jdeane@storeycounty.org

Ship To
Storey County
Deane, James
1894 E. William Street #4
box 498
Carson City, NV 89701
United States
jdeane@storeycounty.org

Customer PO:
04092019it-cottage

Special Instructions:

Terms:
Net 30 Days

Ship Via:
FedEx Ground

Carrier Account #:

#	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1	Black Box Cable management panel - black - 1U	37803-R2	Yes	$38.10	6	$29.98	$179.88

Subtotal:	$179.88
Tax (0.000%):	$0.00
Shipping:	$22.00
EWR:	$0.00
Total:	**$201.88**
(List Price:	*$228.60)*

Thank you for your order with IT1 Source!

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically
listed
above. All prices are subject to change without notice. Supply subject to availability.

Storey County Board of County Commissioners
Agenda Action Report

Meeting Date: September 15, 2020 **Estimate of time required:** 10 Min

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

---

1. **Title:** Discussion/Possible Action: Authorize County Manager to approve contract with CC Cleaning Services to sanitize and deep-clean county-owned restrooms, buildings, and facilities as needed between now and December 30, 2020, in response to COVID-19, and not to exceed $6,000 per month. All or most costs for services will be paid for by CARES Act funds awarded to Storey County.

2. **Recommended Motion:** I (Commissioner) move to authorize the County Manager to approve a contract with CC Cleaning Services to sanitize and deep-clean county-owned restrooms, buildings, and facilities as needed between now and December 30, 2020, in response to COVID-19, and not to exceed $6,000 per month. All or most costs for services will be paid for by CARES Act funds awarded to Storey County.

3. **Prepared by:** Lara Mather
   Department: Community Relations **Telephone:** 847-0986

4. **Staff summary:** In response to the COVID-19 pandemic and in an effort to keep Storey County employees and the general public safe, the county will contract with CC Cleaning Services to clean public restrooms and counters located in county buildings.

5. **Supporting materials:**

6. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name: Commissioner's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 12

CC CLEANING SERVICE

Commercial & New Construction

CC Cleaning Service is proud to be a locally owned business of Reno, Nevada. We offer the highest quality service in commercial & new construction cleaning throughout northern Nevada. We are a NV State Approved Vendor, a certified WMBE & DBE (Woman-Minority Business Enterprise / Disadvantaged Business Enterprise), and a proud member of the Nevada Builders' Alliance.

Aug. 19, 2020

REVISED !!

CC Cleaning Service bid 464R1-VC-SC for: Honey Tapley of Virginia City, Storey County

Job site location:	Multiple sites in Virginia City, Nevada (~3000 s.f. of public space)
Employees on site:	**2 person crew**
Time on site:	**~ 3.5 hr. / shifts**

Price per visit per site location:

Virginia City Tourist Ctr. 86 S. C Street:	**$50. / visit (M, W, F, Sat.) / ~ 18 days / mo'**
Virginia City Courthouse 26 B Street	**$80. / visit (M – F) / ~ 27 days / mo'**
Public Rest Stop 351 N. C Street	**$75. / visit (M – Sat.) / ~ 27 days / mo'**
Virginia City Sheriff's Office 205 S. C Street	**$40. / visit M – W – F / ~ 14 days / mo'**
DA's Office on S. C Street	**$45. / visit Tues. only / ~ 4 days / mo'**

Projected Estimated Monthly Total: ~ $5825.00 / mo'
(based on ~27 workdays in accordance with specified schedule at 5 sites)

Scope of Work
As specified from Storey County
[Touch Point Disinfecting & Restroom Clean & Disinfecting]

All Toiletries & some cleaning equipment provided by Storey County.
Additional Cleaning Equipment & I-64 Sanitizer provided by CC Cleaning Service, LLC.

All services are provided with our *100% Customer Satisfaction Guarantee*. We promise to re-do any service within 24 hours which was not initially completed to your satisfaction.

Terms of Payment: Net 20 // **Invoicing:** Monthly // **Payment Method:** ACH or Check

Thank you for your time in considering this price bid.

CC Cleaning Service, LLC
Elsa N. Calderón, Owner // John Santoemma, GM, CFO
775-843-0698
775-233-8374 (John)

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09/15/2020 **Estimate of time required:** 10 minutes

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

---

1. **Title: Discussion/For Possible Action:** Interlocal Agreement between Storey County and Storey County Fire Protection District.

2. **Recommended motion:** In accordance with recommendation by staff, I (commissioner) move to approve the interlocal agreement between Storey County and Storey County Fire Protection District.

3. **Prepared by:** Jeanne Greene, Interim HR Director

4. **Department:** Human Resources **Telephone:** 847-0968

5. **Staff summary:** Pursuant to NRS 277.180 (1) the County and the Fire District propose to enter into an interlocal agreement to provide for the joint use of personnel, equipment and facilities for the promotion and protection of health, safety, life, welfare and property of the inhabitants of the County and the SCFPD.

6. **Supporting materials:** Interlocal Agreement

7. **Fiscal impact:**
   a. Funds Available: n/a Fund: ____ Comptroller

8. **Legal review required:** ____ District Attorney

9. **Reviewed by:**
   a. ____ Department Head Department Name: Human Resources
   b. ____ County Manager Other agency review: _____

10. **Board action:**
    a. [ ] Approved [ ] Approved with Modifications
    b. [ ] Denied [ ] Continued
       i. Agenda Item No.

13

Interlocal Agreement between Storey County and Storey County Fire Protection District

This Agreement is made by and between Storey County (County) a political subdivision of the State of Nevada and the Storey County Fire Protection District (SCFPD), a political subdivision of the State of Nevada and a fire protection district created under the provisions of NRS Chapter 474.

Recitals

The SCFPD and the County are public agencies under NRS 277.100. NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies are authorized by law to perform.

NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the County and the SCFPD, which are parties to the contract.

THE SCFPD has the duty to function as a combination fire protection district, composed of volunteer, seasonal/intermittent wildland, and permanent full-time staff. All risk responses include all aspects of fire suppression, fire prevention, fire investigation, emergency medical service, hazardous material response, technical rescue, motor vehicle accident and rescue, fire pre-planning, mapping and all other response areas. Because of these duties the SCFPD may have the need to use county services for human resources, fiscal processing and reporting, and IT technical support and maintenance and desires to contract with the County for these services.

The County is willing to provide these services and desires to contract with the SCFPD for the use of county services for human resources, fiscal processing and reporting, IT technical support and maintenance, and other administrative duties to support these functions.

Agreement

In consideration of the recitals stated above and the mutual promises contained in this contract, the County and SCFPD agree:

1. Storey County agrees to provide SCFPD services related to human resources, personnel, fiscal processing and reporting, IT technical support and maintenance, and other administrative services to support these functions. The County will utilize County policies as well as District policies until specific District policies related to these functions are formally adopted by the Board of Fire Commissioners. The County will also provide the maintenance and repair of all facilities including, but not limited to, building interior

and exterior spaces, driveways and infrastructure, and grounds. The County agrees to provide these services at no charge in exchange for the SCFPD providing the following services to the County at no charge: Fire and life safety responses including fire suppression at all county facilities, defensible space assessments and wildland fire fuels removal and management at all county facilities, emergency medical response, hazardous materials spills and incident mitigation, and rescues at all county facilities and to all county employees during the performance of their county job duties. SCFPD will also provide training to all county employees on CPR/AED, bleeding control, fire extinguisher use, and other fire and life-safety training. SCFPD will also manage the county-wide AED program and coordinate training for evacuation drills. In addition, SCFPD will provide support to Public Works for particular road projects, hazard removal, and other assistance as requested that can be accomplished utilizing SCFPD equipment and staff. SCFPD will reimburse County for staff, equipment, and material costs for Public Works' maintenance, repair, and inspections, including pre-purchase inspections, of SCFPD vehicles and apparatus. SCFPD will provide polling places at SCFPD facilities for primary and general elections.

2. Unless negotiated otherwise, SCFPD employees will be covered by the group health and life insurance programs provided by Storey County. The costs for SCFPD employee coverage will be charged to the Fire District. The County will assume no financial liability for group health and life insurance coverage of SCFPD employees.
3. The parties mutually agree that the term of this Agreement is two (2) years from the date of approval by the Board of County Commissioners and the Board of Fire Commissioners. If neither party takes action to terminate this Agreement it will continue to automatically renew itself for another two (2) year term at the end of the previous term.
4. This Agreement may be terminated by the mutual consent and agreement of the parties. Either party may terminate this Agreement without cause on 30 days written notice to the other party. Each party agrees to perform their respective duties until the date of termination. If a party is in breach of a portion of this Agreement, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing the 30 days for the party in breach to correct the violation. If the breach is not corrected within the 30 day period, the parties may enforce any rights or remedies provided by law or equity, including reimbursement of reasonable attorney's fees and costs incurred by the prevailing party.
5. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including but not limited to, NRS Chapter 41, from and against any liability arising out of performance of this Agreement proximately caused by an act or omission of its own officers, agents, and employees. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties does not include punitive damages.
6. This Agreement is made in and will be construed and governed by the laws of the State of Nevada.
7. All written notices under this Agreement must be delivered to the following officials at the address set forth below:

County Manager, Storey County
P.O. Box 176
Virginia City, NV 89440

Fire Chief, Storey County Fire Protection District
P.O. Box 603
Virginia City, NV 89440

8. Any property presently owned by either party will remain in that party's possession on termination of this Agreement and there will be no transfer of property between the parties except as specifically approved by the parties during the course of this Agreement.
9. Each party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other party's facilities and operations are not impaired or damaged.
10. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision of this Agreement unenforceable.
11. The parties agree to mediate any dispute between them that cannot be resolved by negotiations between the Parties before a mediator acceptable to both Parties. If mediation is unsuccessful, litigation may proceed to the First Judicial District Court of the State of Nevada.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year written below.

Dated this _____ day of _____, 2020

_____
Marshall McBride
Chairman
Storey County
Board of County Commissioners

Attest:

_____
Clerk

Dated this ____ day of _____, 2020

_____
Marshall McBride
Chairman
Storey County Fire Protection District
Board of Fire Commissioners

Attest:

_____
Clerk

Approved as to form:

_____
District Attorney

Storey County Board of Fire Commissioners
Agenda Action Report

Meeting date: 09/15/2020 **Estimate of time required:** 10 minutes

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

---

1. **Title: DISCUSSION/POSSIBLE ACTION:** Interlocal Agreement between Storey County and Storey County Fire Protection District.

2. **Recommended motion:** In accordance with recommendation by staff, I (Fire Commissioner) move to approve the interlocal agreement between Storey County and Storey County Fire Protection District.

3. **Prepared by**: Jeanne Greene, Interim HR Director

   Department: HR **Telephone:** 847-0968

4. **Staff summary**: Pursuant to NRS 277.180 (1) the County and the Fire District propose to enter into an interlocal agreement to provide for the joint use of personnel, equipment and facilities for the promotion and protection of health, safety, life, welfare and property of the inhabitants of the County and SCFPD.

5. **Supporting materials:** Interlocal Agreement

6. **Fiscal impact:**

   Funds Available: N/A Fund: ____ Comptroller

7. **Legal review required:** ____ District Attorney

8. **Reviewed by**:
   __ Department Head Department Name: Human Resources

   ____ Fire Chief Other agency review: _____

9. **Board action:**
   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

10. **Business Impact Statement Required. [ ] Yes [X] No**

Agenda Item No. 15

Storey County Board of Fire Commissioners
Agenda Action Report

Meeting date: 09/15/20 **Estimate of time required:** 30 min.

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

---

1. **Title:** Discussion/Possible Action: Approval of modification and extension of the 2017-2019 Collective Bargaining Agreement between the Storey County Fire Protection District (Employer) and Storey County Firefighters Association IAFF Local 4227 (Union).

2. **Recommended motion.** In accordance with the recommendation by staff and the tentative agreement between the Employer and Union, I [commissioner] approve modifying and extending the 2017-2019 Collective Bargaining Agreement between the Storey County Fire Protection District and the Storey County Firefighters Association IAFF Local 4227.

3. **Prepared by:** Jeff Nevin and Austin Osborne

   Department: Fire District and County Manager offices **Telephone:** 847-0954/847-0968

4. **Staff summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, the bargaining agreement is proposed to be modified as tentatively agreed between the parties.

5. **Supporting materials:** Clean and markup proposed contract, and fiscal impact statement.

6. **Fiscal impact:**

   Funds Available: Yes Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name: Commissioner's Office

   __@'__ County Manager Other agency review:

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 16

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

~~JULY 1, 2017 – JUNE 30, 2019~~

JULY 1, 2019 – JUNE 30, 2023

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

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DEFINITIONS

Anniversary Date: The date on which the employee starts work as indicated in-writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills may be best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, ~~is~~ does not change an Anniversary Date.

Base Rate of Pay: The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Employee's Medical File: A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the ~~Supervisory and Non-Supervisory~~ bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both ~~the~~ Supervisory and ~~the~~ Non-Supervisory employees ~~bargaining units~~. ~~This Agreement complies with NRS 288 by separating supervisory and non-supervisory employees into separate units as follows:~~

   ~~a. Bargaining Unit A (Non-Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the Union as the exclusive bargaining agent for all non-supervisory District employees listed in Section 2 of this Article.~~

   ~~b. Bargaining Unit B (Supervisory): Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the District recognizes the union as the exclusive bargaining agent for supervisory District employees listed in Section 2 this Article.~~

2. The following job class(es) shall be covered by this Agreement:

   a. ~~Senior~~ Firefighter/AEMT ~~– Non Supervisory Unit~~
   b. ~~Senior~~ Firefighter/Paramedic ~~– Non-Supervisory Unit~~
   c. Fire Captain ~~– Supervisory~~

3. In the event the Employer creates a new job classification that will be placed in ~~either~~ the bargaining unit or amends the job requirements of an existing job classification within ~~either~~ the bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation ~~include~~ are outlined in NRS 288.150.

   ~~a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer as a form of discipline.~~

   ~~b. The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.~~

   ~~c. The right to determine:~~

~~i. Appropriate staffing levels and work performance standards, except for safety considerations;~~

~~ii. The content of the work day, including without limitation workload factors, except for safety considerations;~~

~~iii. The quality and quantity of services to be offered to the public; and~~

~~iv. The means and methods of offering those services.~~

~~2. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.~~

~~3. The Employer shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its Employees.~~

~~4. The Employer may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.~~

ARTICLE 3: WAGES

1 Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

~~2. It is mutually agreed that the parties will re-open and negotiate any PERS increases during the terms of this Agreement if either party submits in-writing a request to do so in accordance with NRS 288.~~

3. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106 hour work period for line firefighters. Overtime will be paid in accordance with Article 5.

4. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.

5. An employee's regular rate of pay for purposes of overtime calculation is employee's base rate under subpart 3, plus:

    a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)

    b. Payment in lieu of health benefits, per Article 25

    c. Acting Pay, per article 29

    d. Or any other type of pay required by the FLSA

6.The salary increases provided in Appendix B will be implemented as follows:

Year 2, 2020-2021, will occur on a rolling basis.

A shift will be effective August 3, 2020

B shift will be effective July 6, 2020

C shift will be effective July 20, 2020

Year 3, 2021-2022, will be effective on the first day of the first full pay period of July 2021.

Year 4, 2022-2023, will be effective on the first day of the first full pay period of July 2022.

7.An employee who is promoted to a higher classification must move to the next closest step from his/her former position, but must receive no less than a 5 percent increase in base pay.

~~6. Line firefighters will be paid the regular rate of pay for each hour of work performed. The union and district agree that the work period for the term of this agreement will be 14 days. Line firefighters will work and be paid as follows:~~

~~Period 1:~~

~~Employee will perform 96 hours of work.~~

~~Employee will be paid his/her regular hourly rate for 96 hours.~~

~~Employee will be paid 1.5 his/her regular hourly rate for 14 additional hours. This additional pay advances the employee 14 hours of FLSA overtime pay to which s/he will~~

~~be entitled over the subsequent two pay periods. The 14 hours of advanced pay is divided in half over the next two periods; thus, there will be 7 hours credited in each of those periods.~~

~~Period 2:~~

~~Employee will perform 120 hours of work.~~

~~Employee will be paid his/her regular hourly rate for 106 hours.~~

~~Employee will be paid FLSA overtime at 1.5 his/her regular hourly rate for 7 hours of work performed during Period 2. Note: In addition to this pay, the employee was advanced from Period 1, 7 hours of FLSA overtime at 1.5 his/her regular hourly rate.~~

~~Period 3:~~

~~Employee will perform 120 hours of work.~~

~~Employee will be paid his/her regular hourly rate for 106 hours.~~

~~Employee will be paid FLSA overtime at 1.5 his/her regular hourly rate for 7 hours of work performed during Period 3. Note: In addition to this pay, the employee was advanced from Period 1, 7 hours of FLSA overtime at 1.5 his/her regular hourly rate.~~

~~Note: An example of overtime paid to an employee is: $10.00/hr. being the employee's regular hourly rate of pay (includes base, incentive, differential, etc.), plus $5.00 for FLSA overtime pay at 1.5, the total being $15.00/hr. during FLSA overtime hours worked.~~

~~The foregoing is outlined in the following table:~~

~~Category~~	~~Pay Period 1~~	~~Pay Period 2~~	~~Pay Period 3~~	~~Notes~~
~~Worked~~	~~96 hours~~	~~120 hours~~	~~120 hours~~	~~336 total~~
~~Regular Wages Paid~~	~~96 hours~~	~~106 hours~~	~~106 hours~~	~~308 total~~
~~1.5 Overtime Paid for Current Period~~	~~14 hours (advance pay)~~	~~7 hours~~	~~7 hours~~	~~28 total~~
~~1.5 Overtime Advanced from Period 1~~	~~n/a~~	~~7 hours~~	~~7 hours~~	~~28 total~~
~~Total Paid Hours~~	~~96 hours~~	~~120 hours~~	~~120 hours~~	~~336 total~~

~~7. In accordance with FLSA pay equalization plan, when the employer pays an employee in advance, tracking of pre-payments must be done. It is agreed that the employee will be responsible to pay back overtime if s/he is separated from employment for any reason. It is mutually agreed that if this occurs, the employer has the right to retain such hours from the employee's final check. This shall be tracked as follows:~~

~~a. If the employee separates from the employer for any reason during Pay Period 1, the employer shall pay actual hours worked and there shall be no pre-payment as described in this article.~~

b. If the employee separates from the employer for any reason during Pay Period 2, the employer shall retain 16 hour of time and one-half pay from the employee's final check for the 16 hours that s/he was prepaid from Pay Period 1.

c. If the employee separates from the employer for any reason during Pay Period 3, the employer shall retain 8 hour of time and one-half pay from the employee's final check for the 8 of the 16 hours that were prepaid from Pay Period 1.

8. Wages Grade and Step

The following tables show a full year of wages earned based on the foregoing in this chapter. Firefighters, Paramedics, and Captains shall be paid each year of this contract in accordance with the three respective charts below.

Note: Divide the annual amounts shown by 2,669.42 (regular hours worked per year) to determine hourly rate.

Calculation:

A. The number of regular hours worked annually is determined using the following calculation.

a. (96 + 106 + 106) / 3	= 102.67	Average hours worked per pay period
b. 102.67 x 26 pay periods	= 2,669.42	Regular hours worked per year
c. 2,669.42 / 52 weeks	= 51.34	Average of regular hours worked per week

B. Example using Firefighter/AEMT step 1 (year 1)

a. $47,312	Total annual wages from Article 3 chart
b. 2,669.42	Total hours worked during the year
c. $47,312 / 2,669.42	= $17.72 per hour
d. $17.72 x 51.34 hours	= $909.93 wages per average week
e. $909.93 x 52 weeks	= $47,312 total annual wages

	July 1, 2017 through June 30, 2018 Wages Schedule						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FF-AEMT	47,768	49,798	51,829	54,454	57,078	59,667	62,258
FF-P-Medic							

	~~52,545~~	~~55,067~~	~~57,589~~	~~60,828~~	~~64,065~~	~~67,135~~	~~70,205~~
~~Captain-AEMT~~	~~64,535~~	~~66,213~~	~~67,891~~	~~70,145~~	~~72,493~~	~~74,734~~	~~76,974~~
~~Note: Divide the annual amounts shown by 2,669.42 to determine hourly rate.~~							

	~~**July 1, 2018 through June 30, 2019 Wages Schedule**~~						
~~———~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~
~~FF-AEMT~~	~~49,679~~	~~51,790~~	~~53,902~~	~~56,632~~	~~59,361~~	~~62,054~~	~~64,748~~
~~FF-P-Medic~~	~~54,647~~	~~57,270~~	~~59,893~~	~~63,261~~	~~66,628~~	~~69,820~~	~~73,013~~
~~Captain-AEMT~~	~~67,116~~	~~68,862~~	~~70,607~~	~~72,951~~	~~75,393~~	~~77,723~~	~~80,053~~
~~Note: Divide the annual amounts shown by 2,669.42 to determine hourly rate.~~							

ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for eight-hour Employees shall consist of, respectively, an eight (8) hour workday, and on an annual average, a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although an eight-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.

~~2.~~ The regular workday and workweek for line firefighters shall consist of~~, respectively~~, an average 24 hour day and ~~51.34~~ 56 hour workweek. ~~The hourly wages are determined by dividing the annual wages by 2,669.42.~~

3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.

4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.

    a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.

    b. Eight-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

    c. Overtime will be earned in increments of one-quarter (1/4) hours.

2. ~~Except as provided for in the equal pay plan in Article 3 Wages, o~~Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.

3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and eight-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.

4. Line Employees who are on out-of-district incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days. ~~required to perform work outside Storey County for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at the rate of two and one-tenth (2-1/10) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.~~

5. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.
6. Overtime shall be filled by Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.

a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.

b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift ~~straight time hours~~, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.

2. Call back for eligible line Employees will be compensated for at the rate of one and one-half (~~1-112~~ 1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eligible eight-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).

3. Line Employees who are called back for emergencies such as multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the Employee's regular rate of pay for such call back hours worked (Example: if the employee is called back during these types of incidents, to cover a station, and not go to the incident, then they receive 1.5 call back rate. If the employee goes to the incident then they shall receive 2 1/10 call back pay); and eight-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such call back hours worked. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.

   a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1st.

   b. All notifications for call back will be made through the staffing software program.

4. The on-duty battalion chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant

shifts, the fire chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as ~~as~~ shown in the following table.

[illegible]	Vacation Earning Rate Biweekly Pay Period
Less than 5 years	7.39 hours (8/24 Hr. Shifts)
5 years but less than 10 years	8.31 hours (9/24 Hr. Shifts)
10 years but less than 15 years	9.23 hours (10/24 Hr. Shifts)
15 years but less than 20 years	10.16 hours (11/24 Hr. Shifts)
20 years or more	11.08 hours (12/24 Hr. Shifts)

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 24-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	7.39 hrs. x 26 =	192.14
(5 years)	8.31 hrs. x 26 =	216.06
(10 years)	9.23 hrs. x 26 =	239.98
(15 years)	10.16 hrs. x 26 =	264.16
(20 years)	11.08 hrs. x 26 =	288.08

2. Eight-hour Employees will be granted vacation benefits as follows:

[illegible]	Vacation Earning Rate Biweekly Pay Period
Less than 5 years	5 hours
5 years but less than 10 years	6.15 hours
10 years but less than 15 years	7.0 hours
15 years but less than 20 years	8.0 hours
20 years or more	9.0 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:
There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.00 hrs. x 26 =	130.00
(5 years)	6.15 hrs. x 26 =	159.90
(10 years)	7.00 hrs. x 26 =	182.00
(15 years)	8.00 hrs. x 26 =	208.00
(20 years)	9.00 hrs. x 26 =	234.00

3. ~~Hours of vacation may be accumulated, provided that no Employee may accumulate earned vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the Employer and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements.~~ Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):
   a. 40-hour workweek= 240 hours maximum accrual.
   b. 56-hour workweek = 336 hours maximum accrual.

   The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.

5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.

6. The Fire Chief shall establish a list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and sent out to all employees by district email, employees will submit their requests through the staffing software as well as submitting leave request forms. There will be no more than one (1) Employee granted vacation time on the same shift without approval of the Fire Chief.

7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.

8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.

9. For purposes of this Article, seniority shall be based on time in District service.

10. ~~Bi-Annual~~ Vacation Leave will not be granted on the following holidays.

    a. Thanksgiving.
    b. Christmas Day.
    c. Christmas Eve.
    d. New Years' Day.
    e. Fourth of July.

ARTICLE 8: SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Eight-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period.

2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent.~~, or in the event of the death of the Employee's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents, and the Employee must notify the immediate supervisor prior to taking such leave~~. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.

    a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.

3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.

4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.

5. An Employee requesting sick leave ~~lasting longer than~~ may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.

6. Upon termination of employment, other than for cause, ~~and~~ each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for Eight-hour Employees at the following rates.

Length of Continuous Service	Rate of Pay
5 years but less than 10 years	~~20.0~~ 35¢ on the Dollar
10 years but less than 20 years	~~35.0~~ 50¢ on the Dollar
20 years or more	~~50.0~~ 65¢ on the Dollar

7. Catastrophic Leave

   a. Request for Catastrophic Leave

      i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
      ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) week.
      iii. The request must include:

         1. The Employee's name, title, and classification, and

         2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.

      iv. An Employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40)

consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

b. Establishing the Catastrophic Leave Account

i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit.

ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.

iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.

iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.

v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.

c. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used

i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.

ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:

1. The limitations cease to exist; or

2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.

iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.

d. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information ~~concealing~~ concerning the use of catastrophic leave account.

e. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:

   - New Year's Day (January 1)
   - Martin Luther King's Birthday (Third Monday in January)
   - Washington's Birthday (Third Monday in February)
   - Memorial Day (Last Monday in May)
   - Independence Day (July 4)
   - Labor Day (First Monday in September)
   - Nevada Day (Last Friday in October)
   - Veteran's Day (November 11)
   - Thanksgiving Day (Fourth Thursday in November)
   - Day after Thanksgiving (Friday following the fourth Thursday in November)
   - Christmas Day (December 25)
   - One Floating Holiday

   One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

~~2.~~ The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, five and one half (5.5) hours of his/her base hourly rate. ~~Compensation for holiday pay shall be based on a 51.35 hours wage.~~

3. The Employer agrees to pay each Employee required to work eight (8) hour shifts, three point seven (3.7) hours of his/her base hourly rate. Compensation for holiday pay shall be based on a 40-hour wage.

4. Designated Holidays - Eligibility Requirements:

   a. Holiday pay benefits apply to all regular Employees.

   b. An Employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.

   c. An Employee scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.

   d. In order to receive holiday pay, an Employee must be in pay status their scheduled workday immediately before and their scheduled workday immediately after the holiday.

5. Should a line Employee be required to work Overtime on a Holiday, s/he shall receive one and one-half (1.5) times his/her regular rate of pay for each hour worked, in addition to the twelve

(12) hours received as Holiday pay. There shall be no compounding of the applicable Overtime pay.

~~6.~~ Should any eight-hour Employee be required by order of his/her supervisor or the Fire Chief to work on any of the above-named Holidays, ~~in addition to this Holiday pay, s/he shall receive Overtime at the rate of one and one-half (1.5) times each hour, or major fraction thereof, worked.~~ s/he shall receive one and one-half (1.5) times her/his regular rate of pay for each hour worked, in addition to this holiday pay. There shall be no compounding of the applicable overtime pay

~~**ARTICLE 10: ESTABLISHMENT OF NEW CLASSIFICATION**~~

~~The Employer reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The Employer shall notify the Union President of all changes to the job classifications covered by this Agreement.~~

ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-tine continuous service in his/her current position within the District, and it shall be brought up to date annually and will be emailed to all District employees via District email.

2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.

3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

ARTICLE 11: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf;~~ membership of law enforcement officer;~~ and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.

2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.

3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.

4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.

5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.

6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.

7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.

8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.

9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.

2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated on a regular, recurring basis, as needed, but no less than annually.

ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require union business to be conducted only during non-paid time, such as before work and after work, during breaks, and/or at lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of District buildings for Union meetings.

ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.

2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.

3. The Employer shall provide each Employee a uniform allowance of one thousand dollars ($1,000) for each year of this Agreement. Each yearly allowance shall be paid in two (2)

equal lump sure payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.

4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.

5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.

6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).

7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars ($125.00) per claim ~~four~~ prescription eyewear; fifty dollars ($50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars ($250) in aggregate within the contract year.

ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, and which appearances occur outside his/her regularly scheduled shift, shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

1. Require the person to use sick or annual leave; or
2. Require the person to work:
    a. Within 8 hours before the time at which the person is to appear to jury duty; or
    b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense

reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the district's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an Employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the Employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.
2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.
3. It is the intent of the District to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the Storey County Treasurer.
4. If an Employee who is entitled to disability compensation has not completed his/her probationary period, or if an Employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the Employee shall receive compensation from the District as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work though the workers' compensation program, the Employee must use leave benefits to fully account for any absence.
5. When accrued sick leave has expired, if the Employee is still unable to work and the

Employee is receiving compensation for time missed from work though the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the Employee's sick and annual leave, provided that the Employee has so elected to use his/her annual leave as sick leave, the Employee's compensation will be limited to that provided by NRS 617 or 617 and the Employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the Fire Chief in-writing with written notice provided to the County Manager and Personnel Director.

6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular ~~county~~ District job within a 12-month period, the District may require a medical separation. Medical separation appeals of Employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article ~~25~~ 24 Grievance Procedures.

ARTICLE 19. MILITARY LEAVE

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that ~~the USERRA and~~ NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments.

For example, Employees working regular 24-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 360 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period.

The employee must provide the Fire Chief call-to-duty orders documentation within one shift of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

ARTICLE 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.

2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article ~~21~~ 20, is activity to elect or defeat any candidate, political party or ballot issue.

3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 21. RETIREMENT

The Employer will pay all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

~~It is mutually agreed upon that any increases to PERS during the terms of this agreement will be cause to re-open and negotiated such increases~~. If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the union members in accordance with NRS 286.421 (3) (a) (1). The union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.

    a. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.

    ~~b.~~ Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning. ~~and has the right to appeal if the Employee thinks the warning is unjustified.~~

    c. Suspension Without Pay:

        i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for eight (8) hour personnel.

        ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).

    d. Involuntary Demotion:

i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be demoted.

3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily Dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.

4. Notice of Suspension, Involuntary Demotion, or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

   The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

   The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

   The discipline may he postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 ~~25~~ Grievance Procedure 3. Formal Levels, (c) Level 3.

6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 ~~25~~ of this Agreement.

ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; ~~said~~ personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.

2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.

3. Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for the denial shall be provided to the Employee in-writing.

4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.

6. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.

8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 24: GRIEVANCE PROCEDURE

1. Definitions:

   a. Grievance: A Grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.

   b. Grievant: A Grievant is an Employee or a group of employees who are covered by the provisions of this Agreement and who believe that they have been adversely affected by an act or formal decision of the Employer occasioning the Grievance, and who file a Grievance. The Union may be the Grievant if an act or formal decision of the Employer which is alleged to be a Grievance directly relates to a Union activity provided for in this Agreement.

   c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.

2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article ~~23~~ 22 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.

   a. **Level 1**. Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly involved supervisor. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The immediate Supervisor may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.

   b. **Level 2**. If the Grievant is not satisfied with the written answer at Level I, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.

   c. **Level 3**. Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.

d. With the consent of the parties, expedited Arbitration may be used.

e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.

3. Arbitration Costs. The costs of arbitration shall be borne as follows:

   a. The expenses, wages, and other compensation of any witness called before the Arbitrator shall be bore by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.

   b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.

   c. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.

5. General Provisions.

   a. If a Grievant fails to carry his/her Grievance forward to the next Level within the prescribed time period, the Grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

   b. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.

   c. Time limits and formal levels may be waived by mutual written consent of the parties.

   d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.

2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay $40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

3. For Employees hired before July 1, 2014, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and one-hundred percent (100%) for the Employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. Effective May 1, 2012, if the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.

    a. Each Employee shall provide on a County-provided affidavit to the Personnel office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.

    b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association NAPSO, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

4. For newly hired Employees hired on or after July 1, 2014, spouses and dependents are not eligible for Employer contributions toward health insurance coverage.

    a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the District or County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any Employee who has had a break in service of no more than 18

months for any reason.

**The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.*

b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association NAPSO, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

5. ~~E~~ As allowed by law and without federal penalties to the employer, an Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. ~~Employee must sign a County provided affidavit stating that Employee and their expected tax family members will maintain minimum essential health coverage, other than individual coverage, to receive payment from Employer for opting out of the County sponsored health insurance~~. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify a Human Resources office.

6. The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

7. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.

8. This Article will be reopened for negotiation at the written request of the District or the Union between November 1, 2020 and February 2, 2021, dependent on data being available from subject insurance carriers, brokers, and others involved in providing health insurance

services to the District. Regardless, the union and district agree to bargain in good faith. Negotiations shall be exclusive to this Article and shall cause no changes to the remainder of this Agreement. The union and the District agree to bargain in good faith

ARTICLE 26: PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.

2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.

3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.

4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.

5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a ~~batik~~ bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.

6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education~~al~~ training courses ~~taken subsequent to approval of the Fire Chief and~~ in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.

2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.

3. No Employee will be reimbursed more than Two Thousand Dollars ($2,000) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.

4. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or be recorded as an unpaid excused absence.

5. Employees shall be allowed to use a portion of their $2,000 Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with~~out~~ prior approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, etc. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of seventy (70%) percent.

6. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "C" seventy percent (70%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.

7. Employees holding the certification of Paramedic shall be granted up to $400.00 a year for paramedic refresher certification courses. These courses will be approved by the Districts EMS Coordinator prior to approval or authorization of funds from their Education and Development account approved by the Fire Chief or his/her designee. Reimbursement will be affected upon presentation of evidence to substantiate the expense and certificate of completion or evidence of passing grade of "C" seventy percent (70%) or better.

8. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.

2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.

3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.

4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.

5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief to temporarily fill a Captain vacancy, the Firefighter shall be entitled to ten percent (10%) of his/her base pay for the time served in acting classification.

2. A Captain may be assigned by the Fire Chief to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled ten percent (10%) of his/her base pay for the time served in acting classification.

ARTICLE 30: STRIKES AND LOCKOUTS

1. Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

2. The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.

2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.

3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.

4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.

5. A maximum of six hundred forty-eight (648) hours of shift trades per calendar year, per Employee will be permitted. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.

6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.

7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.

8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

ARTICLE 32: DEATH IN FAMILY

An Employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity (Appendix A), shall be granted up to ~~three (3)~~ four (4) shifts off with pay per occurrence without ~~t~~loss of any accrued time.

ARTICLE 33: POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit

to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 34: AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 35: PREVAILING RIGHTS

1. All previous benefits, including hours, wages and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this contract, will not be diminished without mutual consent of the parties.

2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties

3. There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.

2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 37: TRANSFER OF FUNCTION

1. The District agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other ~~forth~~ form of placement or transfer of its Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.

3. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 38: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.

2. Should any provision of this Agreement be found to be in contravention of any federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 39: LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) Policy shall apply as a minimum, if applicable.

2. Leaves of absence with pay may be granted for medical purposes. Use of accrued Sick Leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) workdays' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a medical leave without pay.

3. Leaves of absence without pay may be granted by the Board of Fire Commissioners for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:

    a. Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.

    b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the Board of Fire Commissioners.

        i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. An Employee who requests a leave of absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued Vacation shall be at the Fire Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.

        ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence without Pay on Employee Benefits

    a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.

    b. ~~An Employee on an unpaid leave of absence of over thirty (30) calendar days will not accrue Vacation or Sick leave during the leave of absence.~~

    c. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.

    d. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.

    e. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

   a. Employee - Employees seeking a leave of absence are required to:

      i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.

      ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).

      iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).

      iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.

      v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.

   b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.

      i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:

         1. The purpose for which the leave is requested;

         2. The length of time the Employee will be away; and

         3. The effect the leave will have on the ability of the District to carry out its responsibilities.

      ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.

      iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director and be approved by the Board of Fire Commissioners.

      iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.

      v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.

vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 40: INCENTIVE PAY

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Category 1: Education Degree	
Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3% of base rate of pay
Category 2: Operations Certification	
Current Hazmat Technician Level Certification (Maximum of 9)	2% of base rate of pay
Technical Rescue Technician (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2% of base rate of pay
Category 3: Certified Instructor Certifications	
1. CPR and First-Aid Instructor	2.5% of base rate of pay
2. Fire Fighter Instructor	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS Instructor	
Category 4: Fitness	
Meeting Annual Fitness Standards	$1,000 annual incentive

2. ~~General.~~ **Maximum Incentive:** Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.

3. *Category 1:* Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate's Degree in Fire Science will be the only acceptable degree for incentive. Bachelor's Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee's position, subject to determination by the Fire Chief.

4. *Category 2:* Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.

5. *Category 3:* Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is Firefighter Instructor or EMS Instructor.

    a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.

    b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.

    Category 4: Fitness Incentive (effective 2021). Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1st of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and union representatives based upon the Nevada Peace Officers Standard Training Physical Fitness program. Three (3) separate days will be scheduled to accommodate each shift. Battalion Chiefs and/or the Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a $1,000 incentive to be paid on the first

check in July. Participation is this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

6. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. Employer shall allow Employees to attend recertification training while on duty as staffing permits. Employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year.

ARTICLE 41. PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.

b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.

c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.

d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

   a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
   b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.

   c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.

   d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 201~~7~~9, and shall continue until June 30, 20~~19~~23, except as otherwise provided below.

2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.

3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.

4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.

5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.

6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

7. ~~All parties agree to re-open if any PERS increases are incurred and said increases shall be negotiated~~.

ARTICLE 43: ADAAA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.

2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 44: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:

    a. Effective waterproofing and weather protection of roof and exterior walls and doors.

    b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.

    c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.

    d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.

    e. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.

    f. Floors, walls, ceilings, stairways and railings maintained in good repair.

    g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.

h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.

i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.

j. Office furnishings office desks, office chairs, and shelving.

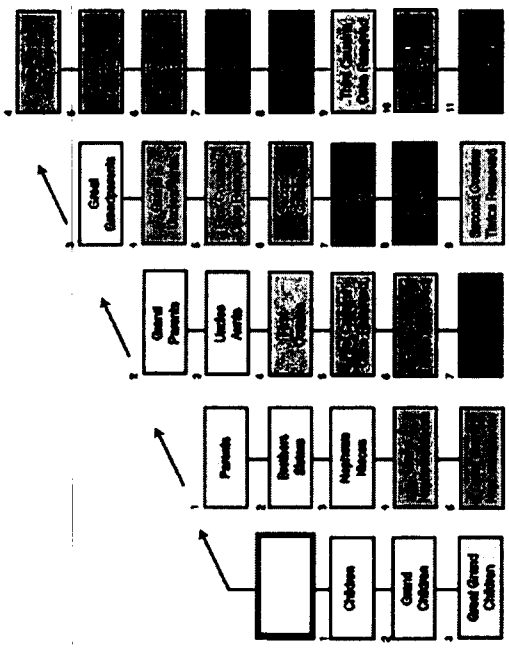
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

3. The District shall budget no less than $4,500.00 per fiscal year for tentative station and living improvements.

4. Prior to March 1st of every year, a District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the union president prior to approval by the Fire Chief.

Appendix A

Consanguinity/Affinity Chart



INSTRUCTION:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

For Affinity (relationship by adoption, marriage or domestic partnership) calculations:

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.

Appendix B

SCFFA/Storey County
August 2020

[redacted]

Year 1 (2019-2020)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	49,679.00	18.61	51,790.00	19.40	53,902.00	20.19	56,632.00	21.22	59,361.00	22.24	62,054.00	23.25	64,748.00	24.26
FF-P-Medic	54,647.00	20.47	57,270.00	21.45	59,893.00	22.44	63,261.00	23.70	66,628.00	24.96	69,820.00	26.16	73,013.00	27.35
Captain-EMT	67,116.00	25.14	68,862.00	25.80	70,607.00	26.45	72,951.00	27.33	75,393.00	28.24	77,723.00	29.12	80,053.00	29.99

Year 2 (2020-2021)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	57,983.14	19.91	60,012.55	20.61	62,112.99	21.33	64,286.95	22.08	66,536.99	22.85	68,865.78	23.65	71,276.09	24.48
FF-P-Medic	65,695.02	22.56	67,994.35	23.35	70,374.15	24.17	72,837.24	25.01	75,386.55	25.89	78,025.08	26.79	80,755.95	27.73
Captain-EMT	78,334.84	26.90	81,076.56	27.84	83,914.24	28.82	86,851.24	29.83	89,891.03	30.87	93,037.22	31.95	96,293.52	33.07

Year 3 (2021-2022)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	60,302.47	20.71	62,413.06	21.43	64,597.51	22.18	66,858.42	22.96	69,198.47	23.76	71,620.42	24.59	74,127.13	25.46
FF-P-Medic	68,322.82	23.46	70,714.12	24.28	73,189.11	25.13	75,750.73	26.01	78,402.01	26.92	81,146.08	27.87	83,986.19	28.84
Captain-EMT	81,468.24	27.98	84,319.62	28.96	87,270.81	29.97	90,325.29	31.02	93,486.67	32.10	96,758.71	33.23	100,145.26	34.39

Year 4 (2022-2023)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	62,111.54	21.33	64,285.45	22.08	66,535.44	22.85	68,864.18	23.65	71,274.42	24.48	73,769.03	25.33	76,350.94	26.22
FF-P-Medic	70,372.51	24.17	72,835.54	25.01	75,384.79	25.89	78,023.25	26.79	80,754.07	27.73	83,580.46	28.70	86,505.78	29.71
Captain-EMT	83,912.28	28.82	86,849.21	29.82	89,888.94	30.87	93,035.05	31.95	96,291.27	33.07	99,661.47	34.22	103,149.62	35.42

SIGNATORIES TO AGREEMENT

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

Dated this_____ day of _____, 2020

STOREY COUNTY FIRE PROTECTION DISTRICT

_____
Marshall McBride, Chairman

_____
Jay Carmona, Vice Chairman

_____
Lance Gilman, Commissioner

_____
Jeff Nevin, Fire Chief

_____
Austin Osborne, County Manager

_____
Jennifer McCain, Comptroller

_____
Jeanne Greene, Interim HR Director

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION, IAFF LOCAL 4227

_____
Victor Yohey, President

_____
Chris Tillisch, Vice-President

_____
Jerry McCullough, Secretary

_____
Fritz Klinger, Treasurer

APPROVED AS TO FORM:

_____
Anne Langer, District Attorney

Attest By:

_____
Vanessa Stephens, Storey County Clerk/Treasurer

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2019 – JUNE 30, 2023

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

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DEFINITIONS

Anniversary Date: The date on which the employee starts work as indicated in-writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills may be best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, does not change an Anniversary Date.

Base Rate of Pay: The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Employee's Medical File: A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both Supervisory and Non-Supervisory employees.

2. The following job class(es) shall be covered by this Agreement:
   Firefighter/AEMT
   Firefighter/Paramedic
   Fire Captain

3. In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation are outlined in NRS 288.

ARTICLE 3: WAGES

1. Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

2. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106 hour work period for line firefighters. Overtime will be paid in accordance with Article 5.

3. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.

4. An employee's regular rate of pay for purposes of overtime calculation is employee's base rate under subpart 3 plus:

   a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)

   b. Payment in lieu of health benefits, per Article 25

   c. Acting Pay, per article 29

   d. Or any other type of pay required by the FLSA

5. The salary increases provided in Appendix B will be implemented as follows:
    a. Year 2, 2020-2021, will occur on a rolling basis.
        i. A shift will be effective August 3, 2020
        ii. B shift will be effective July 6, 2020
        iii. C shift will be effective July 20, 2020
    b. Year 3, 2021-2022, will be effective on the first day of the first full pay period of July 2021.
    c. Year 4, 2022-2023, will be effective on the first day of the first full pay period of July 2022.
6. An employee who is promoted to a higher classification must move to the next closest step from his/her former position, but must receive no less than a 5 percent increase in base pay.

ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for eight-hour Employees shall consist of, respectively, an eight (8) hour workday, and on an annual average, a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although an eight-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.

2. The regular workday and workweek for line firefighters shall consist of an average 24 hour day and 56 hour workweek.

3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.

4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.

    a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.

    b. Eight-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

c. Overtime will be earned in increments of one-quarter (1/4) hours.

2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.

3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and eight-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.

4. Line Employees who are on out-of-district incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days.

5. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.

6. Overtime shall be filled by Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.

   a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.

   b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.

2. Call back for eligible Line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eligible eight-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).

3. Line Employees who are called back for emergencies such as multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the Employee's regular rate of pay for such call back hours worked (Example: if the employee is called back during these types of incidents, to cover a station, and not go to the incident, then they receive 1.5 call back rate. If the employee goes to the incident then they shall receive 2 1/10 call back pay); and eight-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such call back hours worked. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.

    a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1st.

    b. All notifications for call back will be made through the staffing software program.

4. The on-duty battalion chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant shifts, the fire chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as shown in the following table.

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	7.39 hours (8/24 Hr. Shifts)
5 years but less than 10 years	8.31 hours (9/24 Hr. Shifts)
10 years but less than 15 years	9.23 hours (10/24 Hr. Shifts)
15 years but less than 20 years	10.16 hours (11/24 Hr. Shifts)
20 years or more	11.08 hours (12/24 Hr. Shifts)

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 24-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	7.39 hrs. x 26 =	192.14
(5 years)	8.31 hrs. x 26 =	216.06
(10 years)	9.23 hrs. x 26 =	239.98
(15 years)	10.16 hrs. x 26 =	264.16
(20 ears)	11.08 hrs. x 26 =	288.08

2. Eight-hour Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	5 hours
5 years but less than 10 years	6.15 hours
10 years but less than 15 years	7.0 hours
15 years but less than 20 years	8.0 hours
20 years or more	9.0 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:
There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.00 hrs. x 26 =	130.00
(5 years)	6.15 hrs. x 26 =	159.90
(10 years)	7.00 hrs. x 26 =	182.00
(15 years)	8.00 hrs. x 26 =	208.00
(20 years)	9.00 hrs. x 26 =	234.00

3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):

   a. 40-hour workweek= 240 hours maximum accrual.
   b. 56-hour workweek = 336 hours maximum accrual

   The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.

5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.

6. The Fire Chief shall establish a list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and sent out to all employees by district email, employees will submit their requests through the staffing software as well as submitting leave request forms. There will be no more than one (1) Employee granted vacation time on the same shift without approval of the Fire Chief.

7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.

8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.

9. For purposes of this Article, seniority shall be based on time in District service.

10. Vacation Leave will not be granted on the following holidays:

a. Thanksgiving.
b. Christmas Day.
c. Christmas Eve.
d. New Years' Day.
e. Fourth of July.

ARTICLE 8: SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Eight-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period.

2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.

   a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.

3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.

4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.

5. An Employee requesting sick leave may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.

6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for Eight-hour Employees at the following rates.

Years of Continuous Service	Rate of Pay
5 years but less than 10 years	35¢ on the Dollar
10 years but less than 20 years	50¢ on the Dollar
20 years or more	65¢ on the Dollar

7. Catastrophic Leave

   a. Request for Catastrophic Leave

      i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
      ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
      iii. The request must include:

         1. The Employee's name, title, and classification, and

         2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.

      iv. An Employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

      v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

   b. Establishing the Catastrophic Leave Account

i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit.

ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.

iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.

iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.

v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.

c. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used

i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.

ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:

1. The limitations cease to exist; or

2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.

iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.

d. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.

e. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday following the fourth Thursday in November)
- Christmas Day (December 25)
- One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, five and one half (5.5) hours of his/her base hourly rate.

3. The Employer agrees to pay each Employee required to work eight (8) hour shifts, three point seven (3.7) hours of his/her base hourly rate. Compensation for holiday pay shall be based on a 40-hour wage.

4. Designated Holidays - Eligibility Requirements:

   a. Holiday pay benefits apply to all regular Employees.

   b. An Employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.

   c. An Employee scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.

   d. In order to receive holiday pay, an Employee must be in pay status their scheduled workday immediately before and their scheduled workday immediately after the holiday.

5. Should a line Employee be required to work Overtime on a Holiday, s/he shall receive one and one-half (1.5) times his/her regular rate of pay for each hour worked, in addition to the twelve (12) hours received as Holiday pay. There shall be no compounding of the applicable Overtime pay.

6. Should any eight-hour Employee be required by order of his/her supervisor or the Fire Chief to work on any of the above-named Holidays, s/he shall receive one and one-half (1.5) times her/his regular rate of pay for each hour worked, in addition to this holiday pay. There shall be no compounding of the applicable overtime pay.

ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-tine continuous service in his/her current position within the District, and it shall be brought up to date annually and will be emailed to all District employees via District email.

2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.

3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

ARTICLE 11: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.

2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.

3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.

4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.

5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.

6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.

7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.

8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.

9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.

2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated on a regular, recurring basis, as needed, but no less than annually.

ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require union business to be conducted only during non-paid time, such as before work and after work, during breaks, and/or at lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District buildings used by the Union for Union meetings. The Union

acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of District buildings for Union meetings.

ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.

2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.

3. The Employer shall provide each Employee a uniform allowance of one thousand dollars ($1,000) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sure payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.

4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.

5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.

6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).

7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars ($125.00) per claim four prescription eyewear; fifty dollars ($50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars ($250) in aggregate within the contract year.

ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, and which appearances occur outside his/her regularly scheduled shift, shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

1. Require the person to use sick or annual leave; or
2. Require the person to work:
    a. Within 8 hours before the time at which the person is to appear to jury duty; or
    b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the district's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an Employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District to equal his/her salary at the time of his/her

disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the Employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.

2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.

3. It is the intent of the District to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the Storey County Treasurer.

4. If an Employee who is entitled to disability compensation has not completed his/her probationary period, or if an Employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the Employee shall receive compensation from the District as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work though the workers' compensation program, the Employee must use leave benefits to fully account for any absence.

5. When accrued sick leave has expired, if the Employee is still unable to work and the Employee is receiving compensation for time missed from work though the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the Employee's sick and annual leave, provided that the Employee has so elected to use his/her annual leave as sick leave, the Employee's compensation will be limited to that provided by NRS 617 or 617 and the Employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the Fire Chief in-writing with written notice provided to the County Manager and Personnel Director.

6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular District job within a 12-month period, the District may require a medical separation. Medical separation appeals of Employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 24 Grievance Procedures.

ARTICLE 19. MILITARY LEAVE

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments.

For example, Employees working regular 24-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 360 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave in the same period.

The employee must provide the Fire Chief call-to-duty orders documentation within one shift of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

ARTICLE 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.

2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 20, is activity to elect or defeat any candidate, political party or ballot issue.

3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 21. RETIREMENT

The Employer will pay all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the union members in accordance with NRS 286.421 (3) (a) (1). The union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.

    a. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
    b. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the

Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning.

c. Suspension Without Pay:

   i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for eight (8) hour personnel.

   ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).

d. Involuntary Demotion:

   i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be demoted.

3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily Dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.

4. Notice of Suspension, Involuntary Demotion, or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may he postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 Grievance Procedure 3. Formal Levels, (c) Level 3.

6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 of this Agreement.

ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.

2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.

3. Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for the denial shall be provided to the Employee in-writing.

4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of

command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.

6. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.

8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 24: GRIEVANCE PROCEDURE

1. Definitions:

   a. Grievance: A Grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.

   b. Grievant: A Grievant is an Employee or a group of employees who are covered by the provisions of this Agreement and who believe that they have been adversely affected by an act or formal decision of the Employer occasioning the Grievance, and who file a Grievance. The Union may be the Grievant if an act or formal decision of the Employer which is alleged to be a Grievance directly relates to a Union activity provided for in this Agreement.

   c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.

2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described

in Article 22 Section 5 are not subject to Grievance Levels l and 2 of this Article, but shall immediately proceed to Level 3 of this Article.

a. **Level 1**. Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly involved supervisor. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The immediate Supervisor may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.

b. **Level 2**. If the Grievant is not satisfied with the written answer at Level l, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.

c. **Level 3**. Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.

d. With the consent of the parties, expedited Arbitration may be used.

e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.

3. Arbitration Costs. The costs of arbitration shall be borne as follows:

a. The expenses, wages, and other compensation of any witness called before the Arbitrator shall be bore by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.

b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.

c. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.

5. General Provisions.

   a. If a Grievant fails to carry his/her Grievance forward to the next Level within the prescribed time period, the Grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

   b. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.

   c. Time limits and formal levels may be waived by mutual written consent of the parties.

   d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.

2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay $40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

**The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.*

3. For Employees hired before July 1, 2014, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and one-hundred percent (100%) for the Employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. Effective May 1, 2012, if the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.

    a. Each Employee shall provide on a County-provided affidavit to the Personnel office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.

    b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association NAPSO, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

4. For newly hired Employees hired on or after July 1, 2014, spouses and dependents are not eligible for Employer contributions toward health insurance coverage.

    a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the District or County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any Employee who has had a break in service of no more than 18 months for any reason.

    b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association NAPSO, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

5. As allowed by law and without federal penalties to the employer, an Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Any employee opting out of health benefits coverage must

complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify a Human Resources office.

6. The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

7. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.

8. This Article will be reopened for negotiation at the written request of the District or the Union between November 1, 2020 and February 2, 2021, dependent on data being available from subject insurance carriers, brokers, and others involved in providing health insurance services to the District. Regardless, the union and district agree to bargain in good faith. Negotiations shall be exclusive to this Article and shall cause no changes to the remainder of this Agreement. The union and the District agree to bargain in good faith.

ARTICLE 26: PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.

2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.

3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.

4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.

5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.

6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education training courses in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.

2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.

3. No Employee will be reimbursed more than Two Thousand Dollars ($2,000) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.

4. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or be recorded as an unpaid excused absence.

5. Employees shall be allowed to use a portion of their $2,000 Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with prior approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their

current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, etc. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of seventy (70%) percent.

6. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "C" seventy percent (70%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.

7. Employees holding the certification of Paramedic shall be granted up to $400.00 a year for paramedic refresher certification courses. These courses will be approved by the Districts EMS Coordinator prior to approval or authorization of funds from their Education and Development account approved by the Fire Chief or his/her designee. Reimbursement will be affected upon presentation of evidence to substantiate the expense and certificate of completion or evidence of passing grade of "C" seventy percent (70%) or better.

8. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).

ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.

2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.

3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.

4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list

if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.

5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief to temporarily fill a Captain vacancy, the Firefighter shall be entitled to ten percent (10%) of his/her base pay for the time served in acting classification.

2. A Captain may be assigned by the Fire Chief to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled ten percent (10%) of his/her base pay for the time served in acting classification.

ARTICLE 30: STRIKES AND LOCKOUTS

1. Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

2. The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.

2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.

3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.

4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.

5. A maximum of six hundred forty-eight (648) hours of shift trades per calendar year, per Employee will be permitted. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.

6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.

7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.

8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

ARTICLE 32: DEATH IN FAMILY

An Employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity (Appendix A), shall be granted up to four (4) shifts off with pay per occurrence without loss of any accrued time.

ARTICLE 33: POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 34: AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 35: PREVAILING RIGHTS

1. All previous benefits, including hours, wages and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this contract, will not be diminished without mutual consent of the parties.

2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties

3. There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.

2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 37: TRANSFER OF FUNCTION

1. The District agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.

3. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 38: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.

2. Should any provision of this Agreement be found to be in contravention of any federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 39: LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) Policy shall apply as a minimum, if applicable.

2. Leaves of absence with pay may be granted for medical purposes. Use of accrued Sick Leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) workdays' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a medical leave without pay.

3. Leaves of absence without pay may be granted by the Board of Fire Commissioners for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:

    a. Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.

    b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the Board of Fire Commissioners.

        i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. An Employee who requests a leave of absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued Vacation shall be at the Fire Chiefs discretion. However, in all cases where a leave in

excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.

ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence without Pay on Employee Benefits

a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.

b. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.

c. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.

d. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

a. Employee - Employees seeking a leave of absence are required to:

i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.

ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).

iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).

iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.

v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.

b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.

   i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:

      1. The purpose for which the leave is requested;

      2. The length of time the Employee will be away; and

      3. The effect the leave will have on the ability of the District to carry out its responsibilities.

   ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.

   iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director and be approved by the Board of Fire Commissioners.

   iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.

   v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.

   vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 40: INCENTIVE PAY

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Category 1: Education Degree	
Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3% of base rate of pay
Category 2: Operations Certification	
Current Hazmat Technician Level Certification (Maximum of 9)	2% of base rate of pay
Technical Rescue Technician (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2% of base rate of pay
Category 3: Current Instructor Certification	
1. CPR and First-Aid Instructor	2.5% of base rate of pay
2. Fire Fighter Instructor	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS Instructor	
Category 4: Fitness	
Meeting Annual Fitness Standards	$1,000 annual incentive

2. Maximum Incentive: Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.

3. Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate's Degree in Fire Science will be the only acceptable degree for incentive. Bachelor's Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee's position, subject to determination by the Fire Chief.

4. Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.

5. Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is Firefighter Instructor or EMS Instructor.

    a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.

    b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.

6. Category 4: Fitness Incentive (effective 2021). Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1st of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and union representatives based upon the Nevada Peace Officers Standard Training Physical Fitness program. Three (3) separate days will be scheduled to accommodate each shift. Battalion Chiefs and/or the Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a $1,000 incentive to be paid on the first check in July. Participation is this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

7. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. Employer shall allow Employees to attend recertification training while on duty as staffing permits. Employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year.

ARTICLE 41. PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.

b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.

c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.

d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

   a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
   b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.

   c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.

   d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 2019, and shall continue until June 30, 2023, except as otherwise provided below.

2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.

3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.

4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.

5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.

6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 43: ADAAA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.

2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 44: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:

    a. Effective waterproofing and weather protection of roof and exterior walls and doors.

    b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.

    c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.

    d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.

    e. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.

    f. Floors, walls, ceilings, stairways and railings maintained in good repair.

    g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.

h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.

i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.

j. Office furnishings office desks, office chairs, and shelving.

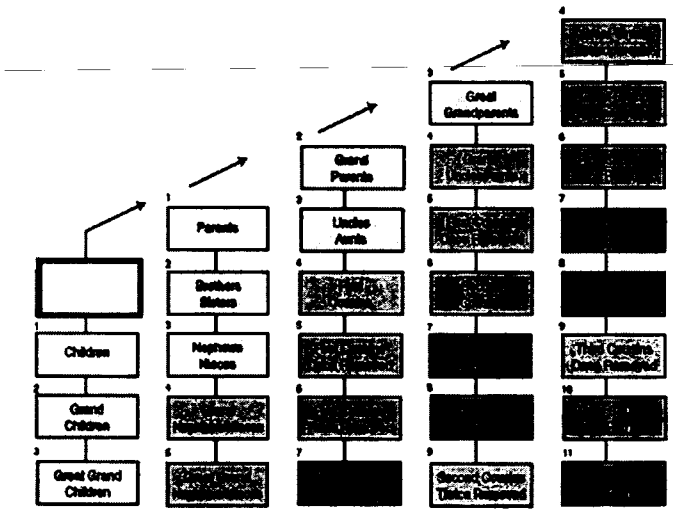
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

3. The District shall budget no less than $4,500.00 per fiscal year for tentative station and living improvements.

4. Prior to March 1st of every year, a District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the union president prior to approval by the Fire Chief.

Appendix A

Consanguinity/Affinity Chart



INSTRUCTION:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

For Affinity (relationship by adoption, marriage or domestic partnership) calculations:

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.

Appendix B

SCFFA/Storey County
August 2020

[redacted]

Year 1 (2019-2020)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	49,679.00	18.61	51,790.00	19.40	53,902.00	20.19	56,632.00	21.22	59,361.00	22.24	62,054.00	23.25	64,748.00	24.26
FF-P-Medic	54,647.00	20.47	57,270.00	21.45	59,893.00	22.44	63,261.00	23.70	66,628.00	24.96	69,820.00	26.16	73,013.00	27.35
Captain-EMT	67,116.00	25.14	68,862.00	25.80	70,607.00	26.45	72,951.00	27.33	75,393.00	28.24	77,723.00	29.12	80,053.00	29.99

Year 2 (2020-2021)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	57,983.14	19.91	60,012.55	20.61	62,112.99	21.33	64,286.95	22.08	66,536.99	22.85	68,865.78	23.65	71,276.09	24.48
FF-P-Medic	65,695.02	22.56	67,994.35	23.35	70,374.15	24.17	72,837.24	25.01	75,386.55	25.89	78,025.08	26.79	80,755.95	27.73
Captain-EMT	78,334.84	26.90	81,076.56	27.84	83,914.24	28.82	86,851.24	29.83	89,891.03	30.87	93,037.22	31.95	96,293.52	33.07

Year 3 (2021-2022)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	60,302.47	20.71	62,413.06	21.43	64,597.51	22.18	66,858.42	22.96	69,198.47	23.76	71,620.42	24.59	74,127.13	25.46
FF-P-Medic	68,322.82	23.46	70,714.12	24.28	73,189.11	25.13	75,750.73	26.01	78,402.01	26.92	81,146.08	27.87	83,986.19	28.84
Captain-EMT	81,468.24	27.98	84,319.62	28.96	87,270.81	29.97	90,325.29	31.02	93,486.67	32.10	96,758.71	33.23	100,145.26	34.39

Year 4 (2022-2023)

	[redacted]													
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	62,111.54	21.33	64,285.45	22.08	66,535.44	22.85	68,864.18	23.65	71,274.42	24.48	73,769.03	25.33	76,350.94	26.22
FF-P-Medic	70,372.51	24.17	72,835.54	25.01	75,384.79	25.89	78,023.25	26.79	80,754.07	27.73	83,580.46	28.70	86,505.78	29.71
Captain-EMT	83,912.28	28.82	86,849.21	29.82	89,888.94	30.87	93,035.05	31.95	96,291.27	33.07	99,661.47	34.22	103,149.62	35.42

SIGNATORIES TO AGREEMENT

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

Dated this_____ day of _____, 2020

STOREY COUNTY FIRE PROTECTION DISTRICT

_____
Marshall McBride, Chairman

_____
Jay Carmona, Vice Chairman

_____
Lance Gilman, Commissioner

_____
Jeff Nevin, Fire Chief

_____
Austin Osborne, County Manager

_____
Jennifer McCain, Comptroller

_____
Jeanne Greene, Interim HR Director

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION, IAFF LOCAL 4227

_____
Victor Yohey, President

_____
Chris Tillisch, Vice-President

_____
Jerry McCullough, Secretary

_____
Fritz Klinger, Treasurer

APPROVED AS TO FORM:

_____
Anne Langer, District Attorney

Attest By:

_____
Vanessa Stephens, Storey County Clerk/Treasurer

Cost Analysis for proposed Fire Union CBA 2019-2023

Cost Year 1 7/1/2019-6/30/2020

No cost change this year as Union agreed to keep previous chart in place

Year 2 7/1/2020-6/30/2021

NO Merits		Annual Salary	RR AL RR AL Wage	Holiday Pay Base Hourly X 143	Sched OT RR / 1.5 x 243	PERS 42.50%	MED 0.0145	PACT 0.078/0.1802 36000. cap	OT 1.5 RR% 336 hrs/year
Expired CBA Current wages as of 7/1/2020		1,742,258.00	1,912,980.33	93,332.22	261,210.80	773,350.45	31,525.77	175,154.40	361,180.36
	Year 2 of contract	2,007,860.40	2,096,504.41	98,600.29	87,357.71	891,014.37	38,357.12	175,505.40	362,856.53
	Year 2 Cost Estimate	**265,602.40**	**183,524.08**	**5,268.07**	**(173,853.09)**	**117,663.93**	**6,831.35**	**351.00**	**1,676.17**
						15.215%	**21.669%**	**0.200%**	**0.464%**

Year 3 7/1/2021-6/30/2022

	Year 2 of contract	2,007,860.40	2,096,504.41	98,600.29	87,357.71	891,014.37	38,357.12	175,505.40	362,856.53
	Year 3 - 4% w/ Merits	2,137,198.07	2,231,282.78	104,951.69	92,973.69	948,295.18	40,823.18	175,505.40	386,183.56
	Year 3 Cost Estimate	**129,337.67**	**134,778.37**	**6,351.40**	**5,615.98**	**57,280.81**	**2,466.06**	**0.00**	**23,327.03**
						6.429%	**6.429%**	**0.000%**	**6.429%**

Year 4 7/1/2022-6/30/2023

	Year 3	2,137,198.07	2,231,282.78	104,951.69	92,973.69	948,295.18	40,823.18	175,505.40	386,183.56
	Year 4 3% w/ Merits	2,251,526.76	2,350,320.10	110,566.05	97,933.77	998,886.04	43,001.29	175,505.40	406,786.17
	Year 4 Cost Estimate	**114,328.69**	**119,037.32**	**5,614.36**	**4,960.08**	**50,590.86**	**2,178.11**	**0.00**	**20,602.61**
						5.335%	**5.335%**	**0.000%**	**5.335%**

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: September 15, 2020 **Estimate of time required:** 15 Min

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

---

1. Title: Discussion/Possible Action: Consideration and possible approval of Rural Development Loan Resolution authorizing the issuance of bonds in the principal in the amount of $264,000.00 for the construction of the Gold Hill sanitary sewerage facility

2. Recommended motion: I _(commissioner)_ Move to approve the loan resolution authorizing the issuance of bonds in the principal amount of $264,000.00 for the construction of the Gold Hill sanitary sewerage facility and authorize the chairman to sign.

3. **Prepared by:** Keith Loomis
Department: District Attorney's Office **Telephone:** 847-0964

4. **Staff summary:** In order to obtain funds for the construction of the Gold Hill sanitary sewerage facility from the United States Department of Agriculture through Rural Development, the County must pass a resolution authorizing the incurrence of indebtedness and agreeing to the provisions under which the USDA will purchase the indebtedness from the County

5. Supporting materials: RUS Bulletin 1780-27(the loan resolution)

6. **Fiscal impact:** Funds Available: Fund:

7. **Legal review required:**
_X_ District Attorney

8. **Reviewed by:**
____ Department Head Department Name: Commissioner's Office

____ County Manager Other agency review: _____

9. **Board action:**
[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No. 18

RUS BULLETIN 1780-27

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of County Commissioners

OF THE County of Storey, Nevada

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

Gold Hill sanitary sewerage

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

WHEREAS, it is necessary for the Storey County
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Two Hundred Sixty-Four Thousand & 00/100 Dollars

pursuant to the provisions of NRS 244A.011-244A.065, inclusive and NRS 350.350-350.720, inclusive; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

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

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

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ 785,800.00

    under the terms offered by the Government; that the Chairman

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

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

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the Board of County Commissioners of the Storey County has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 15th, September day of 2020

Storey County

(SEAL) By Marshall McBride

Attest: Title Chairman

Vanessa Stephens
Title County Clerk-Treasurer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as County Clerk-Treasurer of the Storey County hereby certify that the Board of County Commissioners of such Association is composed of 3 members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the 15th day of September, 2020 ; and that the foregoing resolution was adopted at such meeting by the vote shown above, I further certify that as of September 17, 2020 , the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 17th day of September, 2020

Vanessa Stephens

Title County Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: September 15, 2020 **Estimate of time required:** 10 min.

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

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1. **Title: Discussion/For Possible Action:** First Reading of Bill 118, Ordinance 20-307, text amendments to Storey County Code Title 17 Zoning Districts CR Commercial-Residential; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.*

   *Note for Bill 118, 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.

2. **Recommended motion:** In accordance with the recommendation by staff and the planning commission, I [county commissioner] motion to approve the First Reading of Bill 118, Ordinance No. 20-307, text amendments to Storey County Code Title 17 Zoning Districts CR Commercial-Residential; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.

3. **Prepared by:** Kathy Canfield

4. **Department:** Planning **Telephone:** 775.847.1144

5. **Staff summary:** First Reading of an ordinance amending Storey County Code Title 17 related to Zoning District chapters. Please see attached staff summary.

6. **Supporting materials:** The attached staff summary and attached Bill 118. 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.

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

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   ____ District Attorney

9. **Reviewed by:**

   ____ Department Head Department Name: Planning

   ____ County Manager Other agency review: _____

10. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued **Agenda Item No.** 20

Staff Report
Bill 118, Ordinance 20-307
Amendments to Storey County Code Title 17
Zoning Districts CR, C, R1, R2, E, F, A, I1, I2, NR and SPR

The Zoning District Chapters of Title 17 are proposed to be amended to address additions, modifications, eliminations and clarifications including listed land uses, minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises. These modifications follow the previous Title 17 amendments and are proposed to make the Zoning Districts consistent county-wide.

Proposed Modifications include (*see Bill 118, Ordinance 20-307 for exact language changes*):

- Chapter 17.16 R1 Residential Zone:
    - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
    - Clarified Home Enterprises and eliminated land uses that are considered home enterprises
    - Minimum parcel size is 5,000, exception added for civic uses
    - Revised setbacks
    - Clarified height may be exceeded with a special use permit rather than a variance
    - Removed minimum distance between buildings (*to be addressed with building code*)
- Chapter 17.20 R2 Multi-Family residential Zone:
    - Revised land uses to be consistent with R1 Zoning and recent Chapters 17.10 and 17.12 modifications.
    - Clarified Home Enterprises and eliminated land uses that are considered home enterprises
    - Minimum parcel size is 5,000, exception added for civic uses
    - Revised setbacks
    - Clarified height may be exceeded with a special use permit rather than a variance
    - Added minimum floor area requirements consistent with R1 zoning for single family residences
- Chapter 17.24 A Agricultural Zone:
    - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
    - Added special use permit land uses
    - Excepted minimum parcel area size for public utility uses with a special use permit
    - Clarified height may be exceeded with a special use permit rather than a variance
    - Added Home Enterprise reference
    - Added minimum floor area requirements for residences
- Chapter 17.28 C Commercial:
    - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications

- Revised allowable height to be up to 55-feet, and allowed to exceed height with a special use permit rather than a variance

- Chapter 17.30 CR Commercial Residential Zone:
  - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
  - Revised setbacks
  - Reformatted existing Manufactured and Mobile Home Parks language
  - Added Home Enterprise reference
  - Added minimum floor are requirements for single family residences

- Chapter 17.32 F Forestry Zone:
  - Added allowed land uses and clarified land uses associated with recent modifications to Chapters 17.10 and 17.12
  - Excepted minimum parcel area size for public utility uses with a special use permit and clarified language related to legally established non-conforming parcel sizes
  - Clarified height may be exceeded with a special use permit rather than a variance
  - Added Home Enterprise reference
  - Added minimum floor are requirements for residences

- Chapter 17.34 I1 Light Industrial Zone:
  - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
  - Excepted civic uses from minimum parcel area sizes
  - Revised setbacks
  - Revised loading area language
  - Revised allowable height to be up to 75-feet, and allowed to exceed height with a special use permit rather than a variance

- Chapter 17.35 I2 Heavy Industrial Zone:
  - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
  - Excepted minimum parcel area size for civic uses with a special use permit
  - Revised setbacks
  - Revised loading area language
  - Clarified height may be exceeded with a special use permit rather than a variance

- Chapter 17.40 E Estates Zone:
  - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
  - Excepted minimum parcel area size for civic uses with a special use permit
  - Clarified language associated with lot dimensions
  - Clarified height may be exceeded with a special use permit rather than a variance
  - Revised setbacks and minim floor area requirements
  - Clarified Home Enterprises and eliminated land uses that are considered home enterprises

- Chapter 17.44 SPR Special Planning Review Zone:
    - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
    - Clarified Home Enterprise language
    - Removed Distance Between Buildings language (*to be addressed with building code*)
    - Added minimum floor area requirements for residences
- Chapter 17.76 NR Natural Resources Zone:
    - Added allowed land uses
    - Revised land uses to be consistent with recent Chapters 17.10 and 17.12 modifications
    - Excepted civic uses from minimum parcel area sizes
    - Added Home Enterprise language
    - Added minimum floor area requirements for residences

The revised language associated with the above changes can be found online at http://storeycounty.org/517/Updates and also within proposed Bill 118.

Staff and the Planning Commission initiated public workshops and discussions on Title 17 as a whole starting in October 2018. In total, the Planning Commission held 15 public meetings, including locations at the Storey County Courthouse, the Virginia City Senior Center, the Mark Twain Community Center, the Highlands Fire Station and the Lockwood Senior Center.

The Planning Commission at their August 20, 2020 meeting discussed the final recommendation for the proposed modifications. There was a discussion on reviewing the minimum residence size for single family dwellings. There was extensive discussion over several meetings with County staff, planning commission members and the public which concluded with no firm decision on housing sizes. At the August 20, 2020 meeting it was decided to move forward with the language as written, which is consistent with language already within the R1 Residential and the E Estates zones, and to make the size requirement consistent throughout the County.

The minimum residence size of 800 square feet appears to have been an arbitrary number as no documentation can yet be found to assist in answering why 800 square feet was selected by the County in the 1999 Zoning Code. Discussion questioned the origin of the existing minimum square-footage of residential uses in the county, and staff agreed to conduct more research to determine its origin and the appropriate minimum square-footage of residential uses. The Planning Commission would like to select a size that is based on a rationale number related to other development codes or regulations. Staff will be researching this topic and will have a future discussion with the Planning Commission regarding the results of the research. It is anticipated this topic may be amended in Title 17 in the future.

The Planning Commission voted 6-0 (one absent) to move forward with the language as written. The Planning Commission also requested staff to research housing sizes and return to the Planning Commission in the near future for potential modifications to the residence size language.

Bill No. 118

Ordinance No. 20-307

Summary

An Ordinance amending Storey County Code Title 17 Zoning Districts CR Commercial-Residential; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses, minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.

Title

An Ordinance amending Storey County Code Title 17 Zoning Districts CR Commercial-Residential; C Commercial; R1 Single-Family; R2 Multi-Family Residential; E Estate; F Forestry; A Agriculture; I1 Light Industrial and I2 Heavy Industrial; NR Natural Resources and SPR Special Planning Review zones. Additions, modifications, elimination and clarifications including the listed land uses, minimum floor area, setbacks, minimum parcel area, distance between buildings and home enterprises are proposed.

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

Chapter 17.16

R1 Residential Zones

Sections:

17.16.015 Purpose and intent
17.16.020 Allowed uses
17.16.030 Uses subject to special use permit
17.16.040 Minimum floor area
17.16.050 Minimum parcel area and width requirements
17.16.060 Setback requirements
17.15.065 Height of buildings and structures
17.60.070 Home enterprises
~~17.16.080 Distance between buildings on the same lot~~

17.16.015 Purpose and Intent

The R1 residential zone is established to provide for the development of single-family residential uses and to prohibit the development of uses that are incompatible and detrimental to the residential environment.

17.16.020 Allowed Uses

In an R1 residential zone, land may be used and buildings and structures may be erected, maintained and used if they are arranged, intended and designed for the following uses:

A. One single-family detached dwelling of permanent character in a permanent location.

B. Accessory uses, buildings, and structures when they are incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and comply with the regulations under section 17.12.045-046.

C. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. These uses also include community gardens.

~~D. Childcare where 4 or less children are cared for.~~

~~E.~~*D.* Storage parking for recreational vehicles, boats, utility trailers, horse trailers and similar equipment owned by the occupant of the onsite principal residence, provided that such items are stored entirely on private property.

17.16.030 Uses Subject to Special Use Permit

The following additional uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions.

A. Congregational establishments including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.

B. The keeping of large domestic animals such as sheep, bovine, swine, llamas, horses, goats, and other similar domestic farm animals under the ownership of the resident occupant of the lot, provided that any combination of such animals on any one lot does not exceed 2 for the first 20,000 square feet of lot area. Additional animals may be allowed at the rate of 1 for each additional 10,000

square feet of lot area. There must be a minimum of 400 square feet per animal of penned land area, which must be on less than 10 percent slope grade.

C. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

D. Bed and breakfast inns offering accommodations for up to 8 guests, subject to providing one off-street parking space for each sleeping room.

E. Short-term vacation rental of a single-family detached residential dwelling. This provision does not apply to long-term rental and lease arrangements

~~F. Child care facilities where 5 or more children will be cared for. Child care must not exceed 15 children.~~

~~G. Natural resources river restoration regulated under section 17.12.100~~

~~H.~~ *F.* Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.

~~3. Crisis care use, temporary~~.

~~4.~~ *3* Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial, but not including student residential accommodations.

~~5.~~ *4.* Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

5. Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.

17.16.040 Minimum Floor Area

~~In the R1 residential zone, no detached~~ *No* single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence.

17.16.050 Minimum Parcel Area and Width Requirements

R1 shall have a minimum parcel size of 5,000 square feet, with an exception for civic uses listed above in consideration with the special use permit.

~~Each R1 residential zone must have a minimum parcel area limit. The minimum parcel area limit number is the suffix for the respective zone (e.g., "R1-5" is an R1 zone with 5,000 square feet minimum parcel area) A parcel zoned R1 must be at least 5,000 square feet~~ The area contained within the R1 zone parcel must include all easements, including easements for access to an adjacent parcel. The minimum ~~area and~~ width for each R1

Residential *parcel is 50-feet*. ~~zone is indicated in the following table:~~

Zone and Suffix	Minimum Lot Area (square feet)	Minimum Width From Street (feet)
R1-5	5,000	50
R1-6	6,000	50
R1-8	8,000	60
R1-10	10,000	60
R1-15	15,000	80
R1-20	20,000	100

17.16.060 Setback Requirements

The required distances between the building and the property line ~~is~~ *are 20-foot front yard, 5-foot side yard and 10-foot rear yard. For corner lots, the side yard adjacent to the street shall have an 8-foot setback.* ~~shown in the following table~~. Setback requirements for accessory structures must comply with section 17.12.045.

Zone and Suffix and Lot Configuration	Front Setback	Side Setback	Rear Setback
R1-5, R1-6, and R1-8	20 feet	~~8~~ *5* feet	~~20~~ *10* feet
R1-10 and R1-15	~~30~~ *20* feet	~~8~~ *5* feet	~~20~~ *10* feet
R1-20	~~40~~ *20* feet	~~8~~ *5* feet	~~20~~ *10* feet
Corner lot facing two streets	Same as above	~~10~~ *8* feet street side; ~~8~~ *5* feet non-street side	Same as above

17.15.065 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12 General provisions.

17.60.070 Home Enterprises

Home enterprises, *including in-home child care,* are regulated under chapter 17.12 General Provisions.

~~**17.16.080 Distance Between Buildings on the Same Lot**~~

~~There must be a minimum distance of 10 feet between a building used for dwelling purposes and an accessory building. There must be a minimum distance of 6 feet between accessory buildings.~~

Chapter 17.20

R2 Multi-Family Residential Zone

Sections:

17.20.010 Applicability
17.20.015 Purpose and intent
17.20.020 Allowed uses
17.20.025 Uses subject to special use permit
17.20.030 Minimum parcel area
17.20.035 Home enterprises
17.20.040 Setback requirements
17.20.050 Height of buildings and structures
17.20.060 ~~Signs~~ *Manufactured and Mobile Home Parks*

17.20.070 Minimum Floor Area

17.20.015 Purpose and Intent

The R2 multi-family residential zone is established to provide for the development of medium or higher density multi-family residential uses and to prohibit the development of incompatible uses which are detrimental to the residential environment.

17.20.020 Allowed uses

In an R2 multi-family residential zone, land may be used and buildings and structures may be erected, maintained and used if they are arranged, intended and designed for the following uses:

A. Residential uses and buildings of permanent character and permanent location including the following.

1. One single-family dwelling~~, detached~~. The parcel containing this use must be at least 5,000 square feet.

2. ~~One~~ *Two* or more single-family dwellings~~, attached~~ *per parcel*. This use includes townhouses, rowhouses, twinhomes, and condominiums. ~~Only one principal building is allowed per lot~~. Only one dwelling unit is allowed for every 2,000 square feet of gross lot area. ~~A special use permit may be granted for increased dwelling units per square feet of gross lot area when the use is located within the Virginia City Downtown District boundaries (see Chapter 17.30 Appendix A). Findings for approval of the special use permit for increased density must, at a minimum, cite no significant adverse impacts to area vehicular parking, circulation, and egress, and public health, safety,~~

~~comfort, convenience, and general welfare.~~

3. Multi-family dwellings. This use includes apartment buildings, apartment complexes, ~~duplexes, triplexes~~, and other configurations of multi-family uses. Only one dwelling unit is allowed for every 2,000 square feet of gross lot area. ~~A special use permit may be granted for increased dwelling units per square feet of gross lot area when the use is located within the Virginia City Downtown District boundaries (see Chapter 17.30 Appendix A). Findings for approval of the special use permit for increased density shall, at a minimum, cite no significant adverse impacts to area vehicular parking, circulation, and egress, and public health, safety, comfort, convenience, and general welfare.~~

4. ~~Accessory uses, buildings, and structures if they are clearly incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and comply with the regulations of section (B) below and section 17.12.045 Accessory buildings.~~

~~5 Manufactured and mobile home parks are prohibited.~~

B. Accessory uses, buildings, and structures when they are incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and comply with the regulations under section 17.12.045. Examples of accessory uses incidental to the uses allowed in the R2 zone include self-service or coin-operated laundry facilities, manager's office, swimming pool and related uses, recreation facilities and buildings, community center, and other uses which customarily serve residents within the multi-family dwelling property. ~~Accessory uses may be permitted by the director but are subject to special use permit requirement.~~

~~C. Childcare where 4 or less children are cared for. A special use permit is required for more than 4 children.~~

~~D.~~*C.* Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

~~E.~~*D.* Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for education institutions and academies that include student residential accommodations.

E Storage parking for recreational vehicles, boats, utility trailers, horse trailers and similar equipment owned by an occupant of the onsite residence, provided that such items are stored entirely on private property.

17.20.025 Uses Subject to Special Use Permit

The following additional uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions.

A. Boarding accommodations including ~~extended stay hotels,~~ dormitories, rooming and boarding houses, bed-and-breakfast inns, time-shares, and short-term vacation rentals. A special use permit is not required for long-term rental and lease arrangements. Hotels, motels, hostels and other transient lodging uses are

prohibited.

B. Congregational uses including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.

~~C. *Home enterprise child care* facilities where 5 or more children will be cared for. Child care must not exceed 15 children.~~

~~D.~~*C.* Temporary real-estate tract offices not located within a permanent structure.

~~E.~~*D.* Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other use.

~~3. Crisis care uses, temporary.~~

~~4.~~*3.* Libraries, governmental offices, post offices, and community centers

~~5~~4. Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

5. Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.

~~F.~~*E.* Education facilities that include student residential accommodations.

~~G.~~*F.* ~~Natural resources river restoration regulated under section 17.12.100~~.

~~H.~~*G.* Multi-family and attached single-family dwellings with density exceeding 1 unit for every 2,000 square feet of gross lot area. ~~(see Section 17.20.020)~~.

H. The keeping of large domestic animals such as sheep, bovine, swine, llamas, horses, goats, and other similar domestic farm animals under the ownership of the resident occupant of the lot, provided that any combination of such animals on any one lot does not exceed 2 for the first 20,000 square feet of lot area. Additional animals may be allowed at the rate of 1 for each additional 10,000 square feet of lot area. There must be a minimum of 400 square feet per animal of penned land area, which must be on less than 10 percent slope grade.

I. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

17.20.030 Minimum Parcel Area

The lot or parcel must have a minimum area of ~~8,000~~ *5,000* square feet *with an exception for civic uses listed above in consideration with the special use permit.* The minimum gross lot area per dwelling unit ~~or suite~~ is 2,000 square feet, and the maximum number of units allowed on any one lot or parcel is determined by dividing the total *parcel* area by 2,000.

17.20.035 Home Enterprises

Home enterprises, *including in-home child care*, are regulated pursuant to chapter 17.12 General provisions.

17.20.040 Setback Requirements

Setbacks for R2 zoning are 20-foot for the front yard setback, 5-foot for side yard (8-foot

if side yard is adjacent to a street or public roadway access) and 10-foot rear yard setback. ~~The minimum distance between a building and the property line is indicated in the following table.~~ Setback requirements for accessory structures must comply with the regulations under section 17.12.045.

Lot Configuration	Front Setback	Side Setback	Rear Setback
Regular lot	20 feet	*5*~~8~~ feet	*10*~~20~~ feet
Corner lot facing two streets	20 feet	*8* ~~20~~ feet street side; *5*~~8~~ feet non-street side	*10* ~~20~~ feet

17.20.050 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044. ~~;~~ ~~Height of buildings and structures.~~

17.20.060 ~~Signs~~ *Manufactured and Mobile Home Parks*

~~Signs associated with multi-family residential uses must comply with the regulations under chapter 17.84 Signs and billboards.~~

Manufactured and mobile home parks are prohibited in the R2 zoning district.

17.20.070 Minimum Floor Area

No single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence.

Chapter 17.24

A - Agricultural Zone

Sections:

17.24.015 Purpose and intent
17.24.020 Allowed uses
17.24.02~~0~~5 Uses subject to special use permit
17.24.030 Minimal parcel area
17.24.040 Setback requirements
17.24.050 Height of buildings and structures

17.24.060 Home Enterprises
17.24.070 Minimum Floor Area

17.24.015 Purpose and Intent

The A agricultural zone is intended to protect and preserve areas of prime agricultural soils for continued agricultural and agriculturally oriented uses. These areas consist of the most agriculturally productive soils. Their loss cannot be readily compensated, since these soils are relatively scarce, particularly on the natural level, and poorer soils require more capital energy and nutrients to provide equal productivity.

17.24.020 Allowed uses

The following uses are allowed in the A agricultural zone:

A. One single-family detached dwelling of a permanent nature in a permanent location.

B. General ~~agricultural. uses.~~ *agriculture.*

C. Agricultural animal production.

D. Custom animal processing.

E. Agricultural entertainment and commercial uses.

F. The growing or production of trees, shrubs, bushes, sod, and other plants for nursery stock, off-site milling and processing, off-site commercial sale, and other uses.

G. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

H. Seasonal *stands*, holiday sales and uses.

I. Harvesting, curing, processing, packaging and storage incidental to the principal permitted uses on the premises and shipping of agricultural products produced on the premises.

J. *Beekeeping.* ~~The keeping of bees for agricultural purposes when beehives are setback at minimum of 200 feet from CR, E, R, and SPR zones and occupied residential uses within the premises, and 50 feet from any shared access easement or public right-of-way.~~

K. Veterinary service*s, indoor and outdoor.* ~~and shelters, for large and small animal.~~

L. *Equestrian establishments*~~, including stables and riding academies, rodeos and equestrian events.~~.

M. Farm machinery equipment *sales* and services *associated with* ~~incidental to~~ the permitted *onsite* agriculture use.

N. Animal Boarding and Grooming Facilities, indoor and outdoor

O. Agriculture buildings such as barns, grain silos, water towers, and storage facilities for products, machinery and equipment directly related to the agricultural uses taking place on the premises.

P. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

~~N. Childcare of 4 or less children. *(up to 6 children).*~~

~~O. Home enterprises are regulated pursuant to chapter 17.12 General provisions. *occupation (also see chapter 17.12).*~~

~~P. Two signs of 32 square feet each used only to advertise the agricultural products produced or sold on the premises or identifying the premises or the occupants. ((Per Ordinance 18.275))~~

~~Q. The use of up to one shipping container per gross acre of land as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises. Additional shipping containers may be used incidentally for shipping agricultural products to and from the permitted principal agriculture use when the containers remain on the premises for no longer than 90 days.~~

~~R. Accessory use, buildings, and structures incidental to allowed agriculture uses, placed upon the same lot or parcel with the allowed agriculture uses, and compliant with section 17.12.045-046. A special use permit is required for accessory dwellings. Accessory dwellings may include those listed in section 17.12.046, and may include those used to house or provide boarding accommodations to laborers and other persons directly associated with the permitted agricultural use. A principal building is not required for accessory structures incidental to allowed agriculture uses on the premises; however, a principal single-family residential dwelling is required for an accessory dwelling to be approved. The following uses are found to be customary to the allowed agriculture uses.~~

~~1. Uses accessory to the principal residence, including private garages, garden houses, playhouses, greenhouses, enclosed swimming pools, tool sheds, storage sheds, well houses, hobby shops, and similar buildings.~~

~~2. Uses accessory to the general agricultural use including barns, grain silos, water towers, and storage facilities for products, machinery and equipment directly related to the agricultural uses taking place on the premises.~~

~~3. Buildings used for the confinement or protection of animals, animal feed, and agricultural commodities.~~

~~4. Private equestrian riding arenas and stables.~~

~~5. Temporary stands for selling goods and products produced on-site, provided that the stands are temporary, 200 square feet or less, located on the premises in which the products sold were raised or grown, no less than 20 feet from a~~

~~public right-of-way, and are placed with the premises no more than 30 days within a 1 year period.~~

17.24.025 Uses Subject to Special Use Permit

Unless stated otherwise, the following uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions:

A. *Wild Animal keeping.*

B. *Recreation, outdoor passive.*

C. *Boarding accommodations for laborers and other persons directly associated with the permitted agricultural use. A principal building is not required for accessory structures incidental to allowed agriculture uses on the premises; however, a principal single-family residential dwelling is required for an accessory dwellings to be approved.*

D. *Boarding accommodations including bed and breakfast inns, dude ranches, and other transient lodging associated with an allowed agricultural use.*

E. *Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.*

F. *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*

17.24.030 Minimal Parcel Area

Parcels zoned "A" agricultural must be at least 3 acres, *except for the public utility use listed above in consideration with the special use permit*.

17.24.040 Setback Requirements

Required setbacks for the principal residential dwelling are the minimum setbacks of the abutting zone, but no less than 10 feet. Accessory buildings, including laborer boarding accommodations, must be setback a minimum of 100 feet from any property line. The required setback for other rooming and boarding accommodations, such as bed and breakfast inns and dude ranches allowable by this chapter, are the minimum setbacks of the abutting zone, but no less than 20 feet, unless more stringent setback requirements are imposed as a condition of the special use permit. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

17.24.050 Height of Buildings and Structures

~~A building, manufactured home, or structure may not~~ *No building may* exceed a height of three stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044, Height of buildings and structures.

17.24.060 Home Enterprises

Home enterprises, including in-home child care, are regulated pursuant to chapter 17.12 General provisions.

17.24.070 Minimum Floor Area

No single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence.

Chapter 17.28

C Commercial Zone

Sections:

17.28.010 Applicability
17.28.015 Purpose and intent
17.30.020 Allowed uses
17.28.030 Uses subject to special use permit
17.28.040 Height and width of buildings and structure
17.28.050 Setback requirements

17.28.010 Applicability

The provisions under this chapter apply to the C commercial zone. Uses in the CR commercial-residential zone are regulated by chapter 17.30 Commercial-~~r~~Residential zone and uses in the IC Industrial-~~c~~Commercial zone are regulated by chapter 17.39 Industrial-Commercial zone.

17.28.015 Purpose and Intent

The purpose of the C commercial zone is to provide suitable areas within the county where commercial uses and activities may be established and maintained to promote efficiency by grouping compatible land uses, and to protect the residential areas from adverse impacts that may be associated with commercial uses.

17.28.020 Allowed Uses

The following uses are allowed in the C commercial zone unless stated otherwise:

A. Retail sales and shopping centers including:
   1. General stores, shopping centers, convenience stores, principal grocery stores, neighborhood stores and shopping centers, regional stores and shopping centers, and super regional stores and shopping centers.
   2. Seasonal holiday sales and uses.
   3. Seasonal farmers markets.

B. Commercial offices and financial institutions:
   1. Real-estate permanent office, banks and credit unions, accountants,

insurance, employment agencies, consulting firms, manufacturer representatives, newspapers, secretarial services, associations and other similar office uses and activities.

2. Building maintenance and services.
3. Business offices and professional buildings.
4. Convention and meeting facilities.

C. Personal services:

1. Barbers, hair stylists, beauticians, manicurists/pedicurists, spas, salons, tailors, massage establishments, and similar type uses.
2. Wedding chapels and travel agencies.
3. Childcare ***facilities.*** ~~where 4 or less children are cared for. A special use permit is required for more than 4 children.~~
4. Laundromats, personal dry cleaning, and laundry services.

D. Boarding accommodations including hotels, motels, hostels, bed and breakfast inns, time shares, and vacation rentals, and other transient lodging.

E. Tourist and visitor services:

1. Eating and drinking establishments such as restaurants, cafes, drive-in diners, fast-food, coffee shops, coffee houses, and soda-fountains; and saloons, taverns, brew-pubs, micro-breweries, and micro-wineries with on- and off-site sales. A special use permit is required for micro-distilleries.
2. Entertainment and casual education services such as docents, guided tours on foot, gold panning, and museums.
3. ~~Equestrian facilities and uses including riding arenas, stables, horse and pony rides, and carriage and stagecoach rides.~~

F. Recreation. Bowling lanes, billiard parlors and pool halls, arcades, gaming (when incidental to a primary use and limited to no more than 15 slot and/or video machines), golf driving ranges, miniature golf, country clubs, health clubs and personal fitness gyms, swimming pools and saunas, tennis courts, permanent indoor and seasonal outdoor roller and ice skating rinks and facilities, permanent indoor and seasonal or temporary outdoor theatres, and other similar recreational uses and activities.

G. Civic uses:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.
3. Crisis care use, temporary *and permanent*.
4. Libraries and cultural services, governmental offices, post offices, community centers, and courts of law.
5. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for education institutions and academies that include student residential accommodations.
6. Highway rest areas, picnicking areas, parks and playgrounds, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and

information kiosks.

7. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, parking garages and storage, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.
8. Indoor veterinarian services ~~and shelters for large and small animals~~.

H. General services:

1. Catering, equipment and appliance repair, gun repair, general contractors offices, heavy and light equipment rental, feed and tack stores, manufactured home sales and service, pawn brokers, pet sales and grooming, print shops, upholstery shops, video rentals, and other similar general services uses and activities.
2. Uses involving the indoor discharge of firearms.
3. Uses involving indoor archery.

I. Automotive services including washing and detailing (manual hand-washing, coin-operated, and production line methods), service and fueling stations, repair (but not body repair and painting), sales, and rental.

J. Congregational establishments including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.

K. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

~~L. Signs as regulated by chapter 17.84 Signs and billboards.~~

M. Private garages, no outdoor storage.

~~M.~~*N.* Accessory use, buildings and structures if they are clearly incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and in conformance with section 17.12.045.

~~N. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.~~

O. Animal Boarding and Grooming, indoor facilities

P. Beekeeping

17.28.030 Uses Subject to Special Use Permit

Unless stated otherwise, the following uses may be permitted subject to securing a special use permit pursuant to chapter 17.03 Administrative provisions.

A. Automobile paint shops and body repair shops.

B. Buildings and structures constructed for permitted uses as listed in section 17.28.020 that will exceed ~~45~~ *55* feet in height, or that will be less than 25 feet in width.

C. Casinos and gaming establishments ~~of more than 5,000 square feet of total floor area where slots and/or video machines are located, where there are more than 15 slots and/or video machines, and where other forms of gambling such as poker, craps, blackjack, keno, sports book and other similar activities may take place.~~ *(this use does not include accessory gaming with 15 or less slots/video machines to a primary non-gaming retail*

establishment).

D. Manufactured home sales lots.

E. Propane sales and storage.

F. Firewood sales and storage.

G. Fortune tellers, astrology parlors, clairvoyance and palmistry. Additionally, uses under this subsection must comply with the regulations under title 5 Business licenses, and be located no closer than 1,000 feet from a public or private school, religious institution, public building or facility, or another permitted fortune teller, astrology parlor, clairvoyance and palmistry use, and 300 feet from any E, R, or SPR zone.

~~H. Public utility service yards, buildings, electric substations, gas transmission substations, and ancillary uses.~~ *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*

~~I.~~*H.* Recreational vehicle (RV) parks.

~~J. Billboards as regulated pursuant to Chapter 17.84 Signs and billboards.~~

~~K.~~*I.* The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

~~L.Commercial kennel. A minimum of 10 acres is required.~~

~~M.~~*J.* Mini-warehouses and storage facilities for rent including recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.

~~N.~~*K.* Healthcare facilities including hospital services, medical services, convalescent services, civic convalescent and group care service, continuum of care facilities for seniors, and group care services.

~~O.~~*L.* ~~Crisis care uses and facilities, permanent~~.

~~P.~~*M.* Open-air markets, flea-markets, and similar outdoor venues for the sale of goods, not including farmers markets featuring exclusively the sale of edible and items made from edible products.

~~Q.~~*N.* Trade and craftsman industries, including furniture and carpentry manufacturing and refining, upholstery shops, monument works, and similar uses.

~~R.~~*O.* ~~Outdoor veterinarian services and shelters for small and large animals.~~*Veterinary Services with outdoor facilities*

~~S.~~*P.* Permanent outdoor skateboard parks and related facilities.

~~T.~~*Q.* Display, sale, barter, or trade of items associated with a business outside of a permanent building, except farmer's markets pursuant to this chapter and permitted temporary uses. The sale and display of merchandise and other items, and business that is conducted on the public right-of-way and between the public travelled way and the building is prohibited pursuant 17.12 General provisions.

~~U.~~*R.* ~~The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active~~

~~building permit for the principal use on the premises.~~

~~V.~~*S.* Uses involving the outdoor discharge of firearms.

~~W.~~*T.* Uses involving outdoor archery.

~~X.~~*U.* Fairgrounds, ~~rodeo arenas, horse and other animal~~ competition tracks and arenas, and similar uses.

~~Y.~~*V.* Amusement parks. involving various devices for entertainment such as thrill and theme rides, roller-coasters, water slides, and games and concession booths.

~~Z.~~*W.* Facilities and uses that include outdoor sets and props for the development and production of movies, film, television, and similar visual media.

~~AA.~~*X.*-Race tracks and arenas involving the use of automobiles, trucks, tractors, ~~a~~nd other motorized vehicles.

~~BB.~~*Y.* Radio-controlled (RC) cars, vehicles, watercraft, and aircraft facilities and uses.

~~CC. Child care of more than 4~~ *6* ~~children.~~

~~DD.~~*Z.* Education facilities that include student residential and boarding accommodations.

~~EE.~~*AA.* Temporary real-estate tract offices not located within a permanent structure.

~~FF.~~*BB.* Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.

~~GG.~~*CC.* Permanent outdoor theatres and other uses involving the outdoor discharge of firearms

~~HH.~~*DD.* Micro-distilleries

~~II.~~*EE.* Open storage not directly associated with an active construction project on the premises.

~~JJ. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.~~

~~KK. Zoos, animal theme and amusement parks, and other maintenance, display, or possession of one or more wild animals.~~

~~JJ.~~*FF.* ~~*Zoos, wildlife parks, game farms, and the keeping, maintenance, display, or possession of 1 or more wild animals.*~~ *Wild Animal Keeping*

~~LL~~*GG.* Adult retail, ~~adult bookstore~~, and adult motion picture theatre. The adult use may not exceed 20 percent or 500 square-feet, whichever is less, of the building. When allowed by a granted special use permit, the use must be located within a fully enclosed room which is entirely segregated from the remaining floor area of the business and the room's entrance must be screened from view of the remaining floor area. Establishments featuring the above material in excess of the allowable retail floor area are prohibited.

~~MM. Natural resources river restoration regulated under section 17.12.100.~~

HH. Animal Boarding and Grooming with outdoor facilities, a minimum 10 acres

is required.

II. Equestrian Establishments.

JJ. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.

17.28.040 Height and Width of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of ~~three stories or 35~~ *55* feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044, Height of buildings and structures.

17.28.050 Setback Requirements

Front and side setbacks for commercial uses are 0 (zero) feet unless the use abuts an E or R zone or a permitted detached single-family residential use in other zones. When the commercial building abuts an E or R zone or a detached single-family residential use in other zones, the abutting side minimum setback distance is 8 feet, and the front minimum setback is 20 feet. The minimum rear setback is 10 feet. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

Chapter 17.30

CR Commercial Residential Zone

Sections:

17.30.010 Applicability
17.30.015 Purpose and intent
17.30.020 Allowed uses
17.30.030 Uses subject to special use permit
17.30.040 Height and width of buildings and structures
17.30.050 Setback requirements
17.30.060 Use density and parcel width
17.30.070 Manufactured and Mobile Home Parks
17.30.080 Home Enterprises
17.30.090 Minimum Floor Area

Appendix A – Virginia City Downtown District boundaries

17.30.010 Applicability

The provisions under this chapter apply to the CR commercial-residential zone. Uses in the C commercial zone are regulated by chapter 17.28 commercial zone, and uses in the IC industrial-commercial zone are regulated by chapter 17.39 industrial-commercial zone.

17.30.015 Purpose and Intent

The commercial-residential zone is intended to serve as a walkable, pedestrian-friendly, live-work community providing a three dimensional center of vertical and horizontal mixed uses including single-family and multi-family residences which are stand-alone and/or integrated with commercial, cultural, and civic uses. It is also intended to become a transportation center in the form of a destination for vehicular, public transit, and rail traffic supporting all allowable uses.

In general, the zone provides for centers and uses of regional importance and provides an integrated and attractive environment for visitors and residents. It is intended to be an area of high intensity uses in which a full range of public facilities (including water, sewer, schools, law enforcement, fire protection, etc.) will generally be focused in accordance with the county master plan and connected to the immediate surrounding residential uses.

17.30.020 Allowed uses

The following uses are allowed in the CR commercial-residential zone unless stated otherwise:

A. Retail uses and shopping centers:

1. General stores, shopping centers, convenience stores, principal grocery stores; and neighborhood stores and shopping centers.
2. Seasonal holiday sales and use.
3. Seasonal farmers markets.
4. The display, sale, lease, or rental of "adult" material is prohibited. Adult material includes books, merchandise, periodicals, video tapes, video disks including DVDs and other recorded video devices, computer disks, instruments, devices or paraphernalia which are distinguished or characterized by the emphasis on matter depicting, describing, or relating to "specific sexual activities" and "specific anatomical areas".

B. Commercial offices and financial institutions:

1. Real-estate permanent office, banks and credit unions, accountants, insurance, employment agencies, consulting firms, manufacturer representatives, newspapers, secretarial services, associations and other similar office uses and activities.
2. Building maintenance and services.
3. Business offices and professional buildings.
4. Convention and meeting facilities.

C. Personal Services:

1. Barbers, hair stylists, beauticians, manicurists/pedicurists, spas, salons, tailors, massage establishments, and similar type uses.
2. Wedding chapels and travel agencies. A special use permit is required for cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.

~~3. Childcare where 4 6 or less children are cared for. A special use permit is required for more than 4 6 children.~~

~~4.~~3. Laundromats.

~~5.~~4 Laundry and dry cleaning pick-up service. A special use permit is required for personal dry cleaning services.

~~6.~~5. ~~Indoor~~ Veterinary services, indoor. ~~for small animals~~.

6. *Childcare facilities.*

D. Tourist and visitor services:

1. Eating and drinking establishments such as restaurants, cafes, drive-in diners, fast-food, coffee shops, coffee houses, and soda-fountains; and saloons, taverns, brew-pubs, micro-breweries, and micro-wineries with on- and off-site sales. A special use permit is required for micro-distilleries.

2. Entertainment and casual education services such as docents, guided tours on foot, gold panning, and museums.

3. Equestrian Establishments ~~Equestrian facilities and uses including riding arenas, stables, horse and pony rides, and carriage and stagecoach rides.~~

E. Recreation including bowling lanes, billiard parlors and pool halls, arcades, gaming (when incidental to a primary use and limited to no more than 15 slot and/or video machines), golf driving ranges, miniature golf, country clubs, health clubs and personal fitness gyms, swimming pools and saunas, tennis courts, permanent indoor and seasonal outdoor roller and ice skating rinks and facilities, permanent indoor and seasonal or temporary outdoor theatres, and other similar recreational uses and activities.

F. Civic uses:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.

2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.

3. Crisis care *facility,* temporary *and permanent.*

4. Libraries and cultural services, governmental offices, post offices, community centers, and courts of law.

5. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for education institutions and academies that include student residential and boarding accommodations.

6. Highway rest areas, picnicking areas, parks and playgrounds, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

7. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, transportation garages and storage, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.

8. Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.

G. General services:

1. Catering, equipment and appliance repair, gun repair, general contractors offices, heavy and light equipment rental, feed and tack stores, pawn brokers, pet sales and grooming, print shops, upholstery shops, video rentals, and other similar general services uses and activities. Businesses featuring "adult material" are prohibited.

2. Uses involving the indoor discharge of firearms.

3. Uses involving indoor and outdoor archery.

H. Congregational establishments including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.

I. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

J. Boarding accommodations including hotels, motels, hostels, bed and breakfast inns, short-term vacation rentals, time shares, and other transient lodging.

K. Residential uses and buildings of permanent character and permanent location including the following.

~~1. One single-family dwelling, detached~~.

1.~~2.~~ ~~One or more~~ single-family dwellings~~, attached.~~

2.~~3.~~ Multi-family dwellings.

3.~~4.~~ Mixed-uses. This includes any commercial-residential combined uses on a single lot *or within a building on a single lot*.

4.~~5.~~ Accessory uses, buildings, and structures if they are clearly incidental to a permitted residential use, placed upon the same lot or parcel with a permitted use, and comply with the regulations of section 17.12.045-046.

~~6. Manufactured and mobile home parks are prohibited.~~

L. Private garages, no outdoor storage.,

~~L. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.~~

M. Animal Grooming and Boarding, all indoor facility.

N. Beekeeping

17.30.030 Uses Subject to Special Use Permit

Unless stated otherwise, the following uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions:

A. Buildings and structures exceeding 45 feet in height or less than 25 feet in width.

B. Recreational vehicle (RV) parks.

C. Regional stores and shopping centers and super regional stores and shopping centers.

D. Automotive washing and detailing using coin-operated and production line methods.

E. Automotive services including service and fueling stations, repair, sales, and rentals.

F. Casinos and gaming establishments ~~of more than 5,000 square feet of total floor area where slots and/or video machines are located, where there are more than 15 slots or video machines, and where other forms of gambling such as poker, craps, blackjack, keno, sports book and other similar activities may take place.~~ *(this use does not include accessory gaming with 15 or less slots/video machines to a primary non-gaming retail establishment).*

G. Golf courses.

H. Fairgrounds, rodeo arenas, ~~horse and other animal~~ competition tracks and arenas, and similar uses.

I. ~~Outdoor veterinary service for small animals.~~ *Veterinary Services with outdoor facilities, a minimum of 10 acres is required.*.

J. Amusement parks. ~~involving various devices for entertainment such as thrill and theme rides, roller coasters, water slides, and games and concession booths.~~

K. Facilities and uses that include outdoor sets and props for the development and production of movies, film, television, and similar visual media.

L. Fortune teller, astrology parlor, clairvoyance and palmistry. Uses under this subsection must comply with the requirements under title 5 Business licenses, and be located no closer than 1,000 feet from a public or private school, religious institution, public building or facility, or another permitted fortune teller, astrology parlor, clairvoyance and palmistry use, and 300 feet from any E, R, or SPR zone.

M. Race tracks and arenas involving the use of automobiles, trucks, tractors, and other motorized vehicles.

N. Facilities for the use of radio-controlled (RC) cars, vehicles, watercraft, and aircraft.

O. Healthcare facilities including hospital services, medical services, convalescent services (but not civic convalescent and group care service), continuum of care facilities for seniors, and group care services.

~~P. Crisis care uses and facilities, permanent.~~

~~Q.~~ *P.* Education facilities which include student residential and boarding accommodations.

~~R.~~ *Q.* The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

~~S.~~ *R.* ~~Commercial kennels when entirely indoors. A minimum of 10 acres is required.~~ *Animal Boarding and Grooming with outdoor facilities. A minimum of 10 acres is required.*

~~T.~~ *S.* Mini-warehouses and storage facilities for rent, including operable recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.

~~U.~~ *T.* Outdoor storage or maintenance of building materials, vehicles, trailers, and heavy equipment associated with a commercial building contractor or business when not directly associated with a construction project on the premises.

~~V.~~ *U.* Open-air markets, flea-markets, and similar outdoor venues for the sale of goods. A special use permit is not required for farmers markets featuring the sale of edible and items made of edible products.

~~W.~~ *V.* Permanent outdoor skateboard parks and related facilities.

~~X.~~ *W.* Display, sale, barter, or trade of items associated with a business outside of a permanent building, except farmer's markets pursuant to this chapter and permitted temporary uses. The sale and display of merchandise and other items, and business that is conducted on the public right-of-way and between the public travelled way and the building is prohibited pursuant 17.12 General provisions.

~~Y.~~ *X.* Personal dry cleaning.

~~Z.~~ *Y.* Micro-distilleries.

~~AA.~~ *Z.* Childcare facilities (*in-home child care regulated by Chapter 17.12)* ~~where five 5 or more children will be cared for. Childcare must not exceed 15 children.~~

~~BB.~~ *AA.* Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.

~~CC.~~ *BB.* Temporary real-estate tract offices not located within a permanent structure.

~~DD.~~ *CC.* Uses involving the outdoor discharge of firearms.

~~EE. Open Storage not directly associated with an active construction project on the premises.~~

~~FF. The use of a shipping container as an accessory building exceeding 90 days or the period of an active building permit for the principal use on the premises.~~

~~GG.~~*DD.* ~~Zoos, animal theme and amusement parks, and other maintenance, display, or possession of one or more wild animals.~~ ~~*wildlife parks, game farms, and the possession of 1 or more wild animals.*~~ *Wild Animal Keeping*

~~HH.~~*EE.* Multi-family and attached single-family dwellings with density exceeding

1 unit for every 2,000 square feet of gross lot area (see Section 17.30.020).

~~H~~ *FF.* Single-family detached dwellings less than 800 square-feet.

~~JJ. Natural resources river restoration regulated under section 17.12.100.~~

GG. Equestrian Establishments.

HH. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.

17.30.040 Height and Width of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 45 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12.044 Height of buildings and structures.

17.30.050 Setback Requirements

The following are the required setback distances for uses in the CR zone. For the purposes of this section, the Virginia City Downtown District means all parcels delineated in Appendix A. Setback distances must also comply with section 17.12.050 Visibility at intersections. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

Downtown District	***Land Use***	***Front Setback (feet)***	***Side Setback (feet)***	***Rear Setback (feet)***
No	*Commercial Use Or mixed commercial residential use*	*0*	*0*	*0*
No	*Multi-Family Use*	*20*	*5*	*10*
No	*Single-Family ~~and Two-Family Residential Use~~*	*20*	*5*	*10*
Yes	*Commercial Use or mixed commercial residential use*	*0*	*0*	*0*
Yes	*Multi-Family Use*	*0*	*0*	*0*
Yes	*Single-Family ~~and Two-Family Residential Use~~*	*0*	*0*	*0*

Notes: No primary emergency egress doors or windows may be placed on the building side walls unless the subject side walls, doors, and windows are setback a minimum of 5 feet from the side lot line. Exception to the 5 foot setback may be made by the recording of an access easement on the abutting parcel (with the abutting lot owner's consent) for the purpose of establishing and maintaining emergency egress for the abutting building. Primary emergency egress doors and windows are those which provide the only required emergency egress pursuant to currently adopted International Fire Codes (with amendments); National Fire Protection Association (NFPA); or specific agencies having jurisdictional requirements.

In addition, required vehicle parking must be provided.

~~A. Commercial uses~~

~~1. Virginia City Downtown District. Setbacks are: front, 0 feet; side, 0 feet; and rear, 10 feet. However, if the use abuts an E or R zone, or a permitted detached single-family residential use in other non-CR zones, the abutting minimum side setback is 8 feet, and the front minimum setback is 20 feet. The required rear setback is 10 feet.~~

~~2. Other areas zoned CR. Setbacks are: front, 0 feet; side, 0 feet; and rear, 10~~ *0* ~~feet. However, if the parcel in which a new commercial building is to be developed abuts on one or both side(s) a parcel(s) containing an existing permitted detached single-family dwelling, the front setback for the new commercial building shall be 20 or more feet, or shall be the average distance~~

~~between the front outside wall (excluding porches and awnings) of the existing detached single-family residential dwelling(s) and the front property line (see Figure 30.1), or otherwise beyond that average distance. If the existing neighboring single-family residential dwelling is setback more than 20 feet from the front property line, the required 20 foot setback, not the actual structure distance, shall be the determining point for establishing the average for the new commercial structure.~~

~~3. State Route 342 Setbacks in Gold Hill. Except under the following circumstances, setback distances must meet the requirements in subsections 1 and 2 above.~~

~~a. For buildings located between the Virginia City/Gold Hill city limits line and Sky Lane in Gold Hill, the minimum setback distance between the building and State Route 342 is 5 feet. This requirement applies to all properties abutting State Route 342.~~

~~b. For buildings located between Sky Lane and the Storey/Lyon County boundary, the minimum setback distance between the building and State Route 342 is 20 feet. This requirement applies to all properties abutting State Route 342.~~

~~B. Residential uses~~

~~1. Virginia City Downtown District~~

~~a. Single-Family Dwelling, Detached. Setbacks are: front, 0 feet; side, 0 feet; and rear, 10 feet. No primary emergency egress doors or windows may be placed on the building side walls, unless the subject side walls, doors, and windows are setback a minimum of 5 feet from the side lot line.*~~

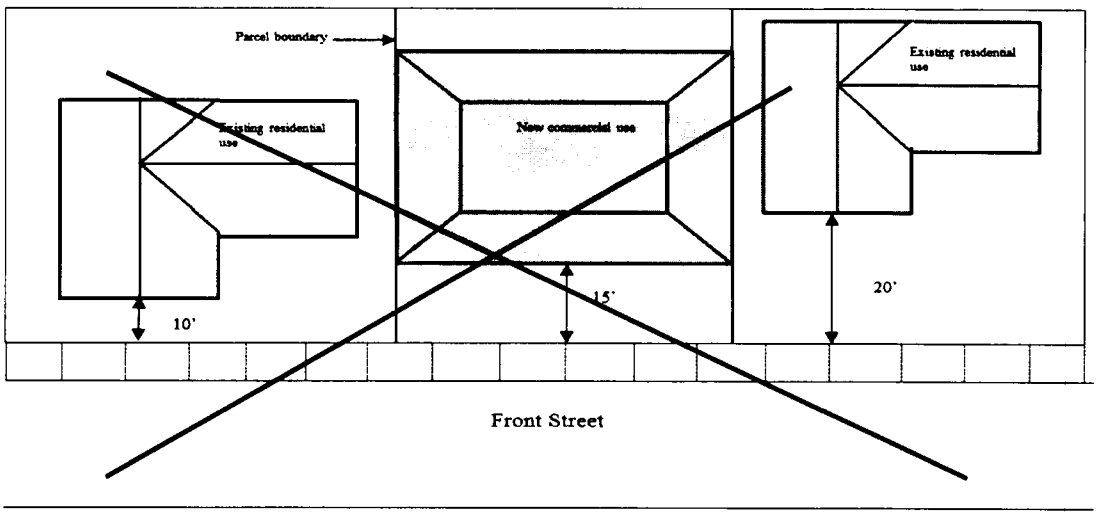
~~b. Single-Family and Multi-Family Dwelling, Attached. Setback distances are: front, 0 feet; side, 0 feet (between each dwelling unit and between the building and property line); and rear, 10 feet. No primary emergency egress doors or windows may be placed on the building side walls, unless the subject side walls, doors, and windows are setback a minimum of 5 feet from the side lot line.*~~

~~*Note: Primary emergency egress doors and windows are those which provide the only required emergency egress pursuant to currently adopted International Fire Codes (with amendments); National Fire Protection Association (NFPA); or specific agencies having jurisdictional requirements. Nothing in this ordinance may replace, amend, or supersede the currently adopted fire codes.~~

~~2. Other areas zoned CR~~

~~Except for parcels described in section (1) above, the required setback distances for single-family attached, single-family detached, and multi-family residential buildings not combined within a commercial use are: front, 20 feet; side, 8 feet (except 0 feet between each attached dwelling unit); and rear, 20 feet. A corner lot abutting two streets shall have a 10 foot side~~

~~setback for the side abutting the street.~~



~~**Figure 30.1:** The figure shows the front setback distance for the new use abutting existing uses to be the average of the front setback distance of the existing uses.~~

17.30.060 Use Density, Minimum Dwelling Area, and Parcel Width

The density for commercial, residential, and mixed uses is regulated as follows. Uses must also comply with setback and minimum parking area requirements in this chapter and chapter 17.12 General provisions.

A. Commercial use, residential use, and mixed-use.

1. The parcel must be at least 2,000 square feet and at least 25 feet in width (the side facing the street).
2. There is no minimum *building* square-foot requirement for a commercial use except as may be required by the International Building Code (IBC).
3. Single-family detached residential dwellings must be at least 800 square-feet unless a special use permit is granted pursuant to section 17.30.030.

~~4. Only one single-family detached dwelling is allowed on a lot.~~

~~5.~~*4.* ~~For single-family attached and multifamily dwellings, one~~ *One* dwelling unit is allowed for every 2,000 square feet of gross lot area except when a special use permit is provided to exceed this density pursuant to subsection ~~(5)~~ *(6)* below.

5. There may be one or more separate detached dwellings on the lot.

6. Except for detached single-family residential uses, a special use permit may be granted for increased dwelling units per square feet of gross lot area when the use is located within the Virginia City Downtown District boundaries (see Appendix A of this chapter). Findings for approval of the special use permit for increased density shall, at a minimum, cite no significant adverse

impacts to area vehicular parking, circulation, and egress, and public health, safety, comfort, convenience, and general welfare.

17.30.070 Manufactured and Mobile Home Parks

Manufactured and mobile home parks are prohibited.

17.30.080 Home Enterprises

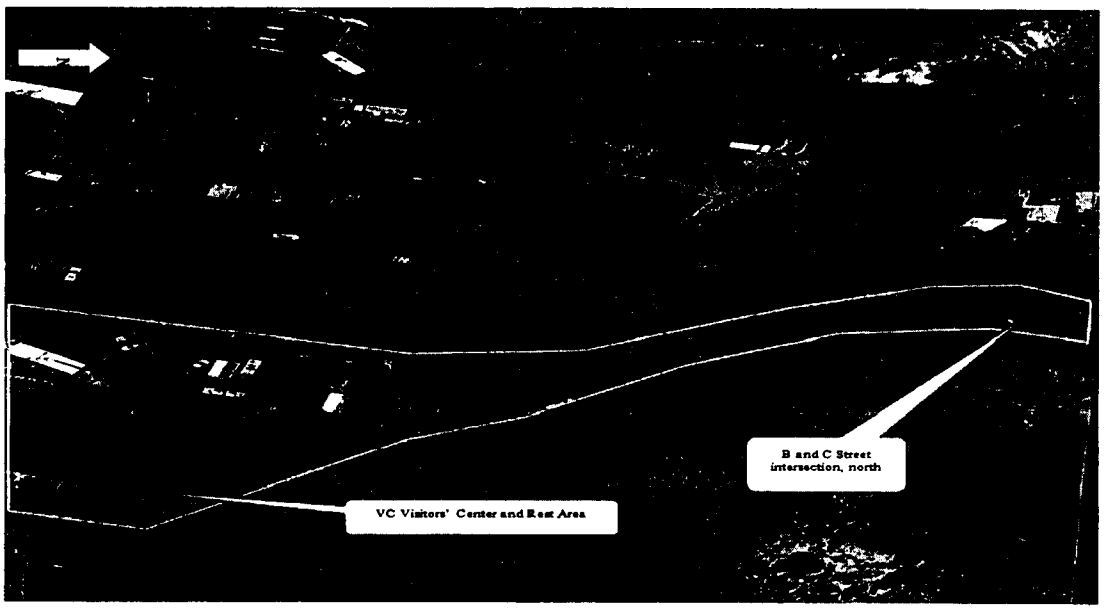
Home enterprises, including in-home child care, are regulated under chapter 17.12 General Provisions.

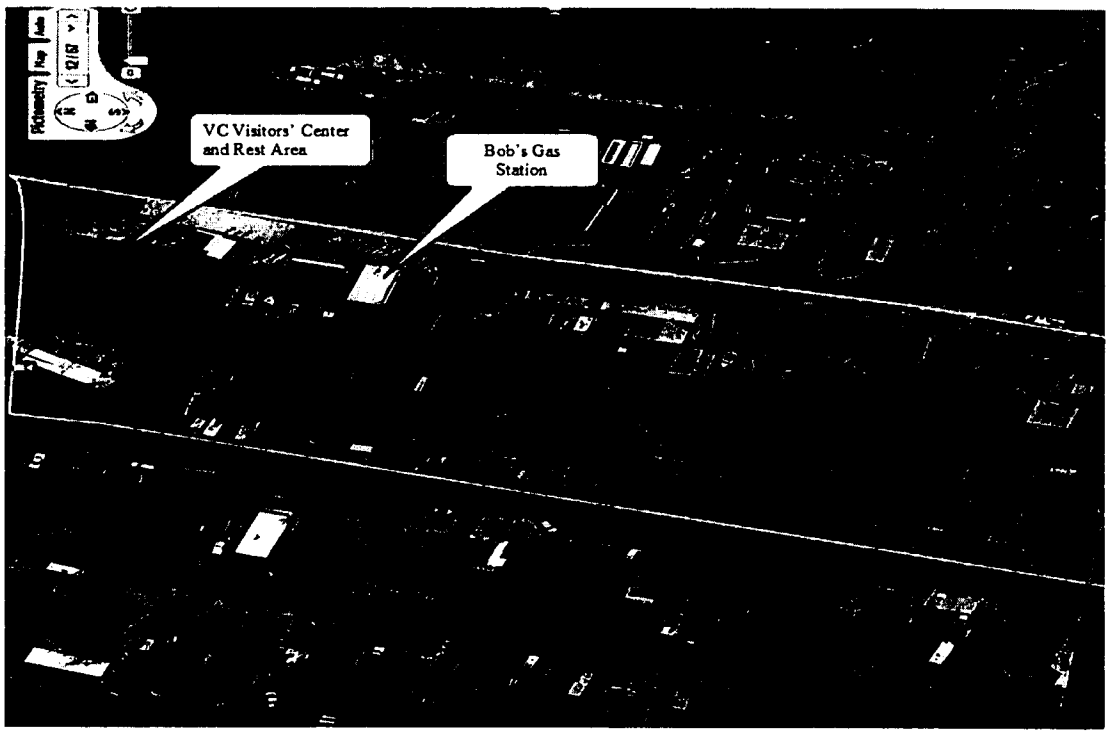
17.30.090 Minimum Floor Area

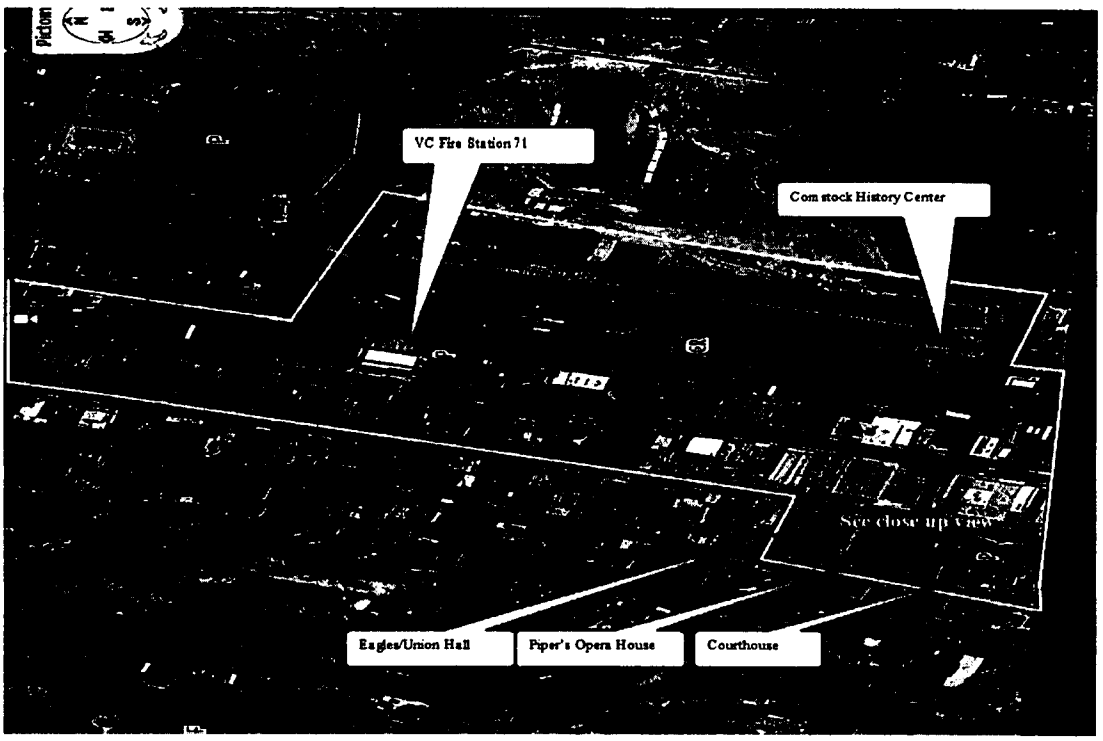
No single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence, unless a special use permit has been obtained.

Appendix A: Virginia City Downtown District Boundaries

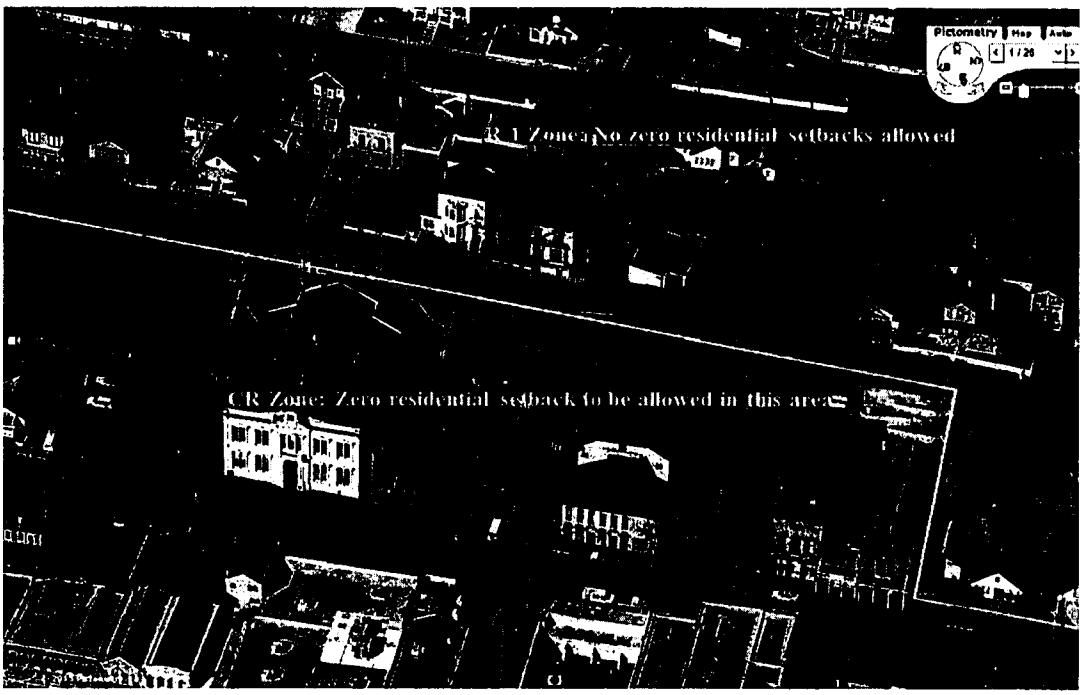
(The "Virginia City Downtown District" (area inside yellow boundary line shown below) includes all parcels shown below, in which a pattern of historic higher-density and mixed-uses are found. The information shown below is approximate and does not represent survey delineation and should not be construed as a replacement of authoritative sources, zone maps, plat maps, deeds, resurveys, etc.)



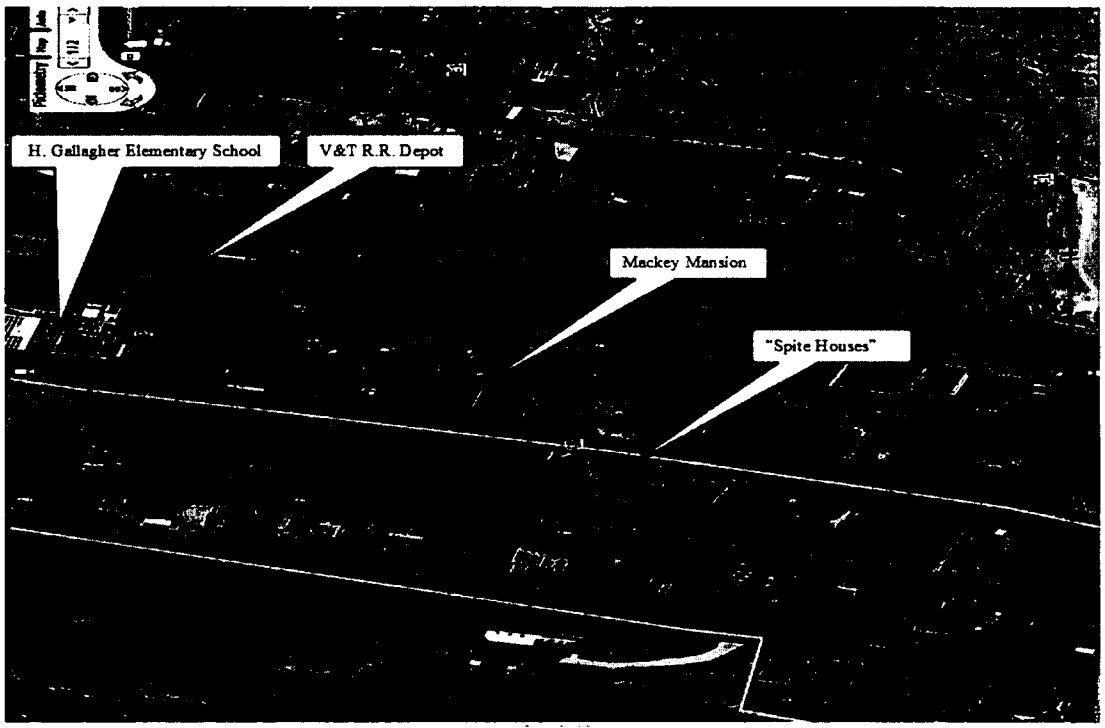


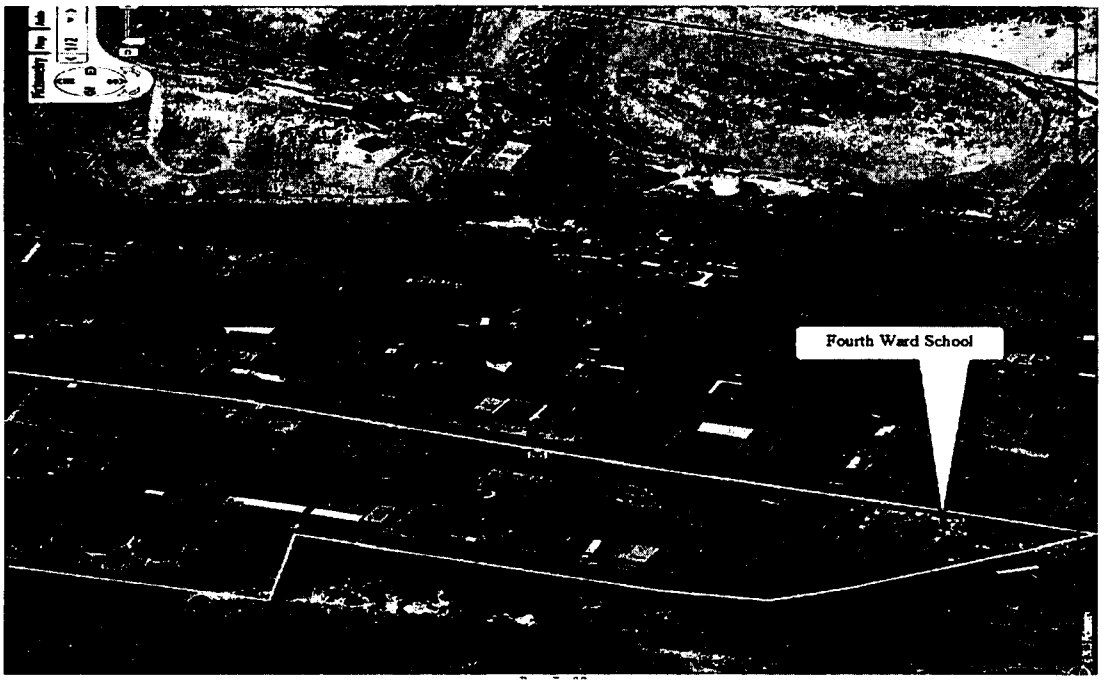


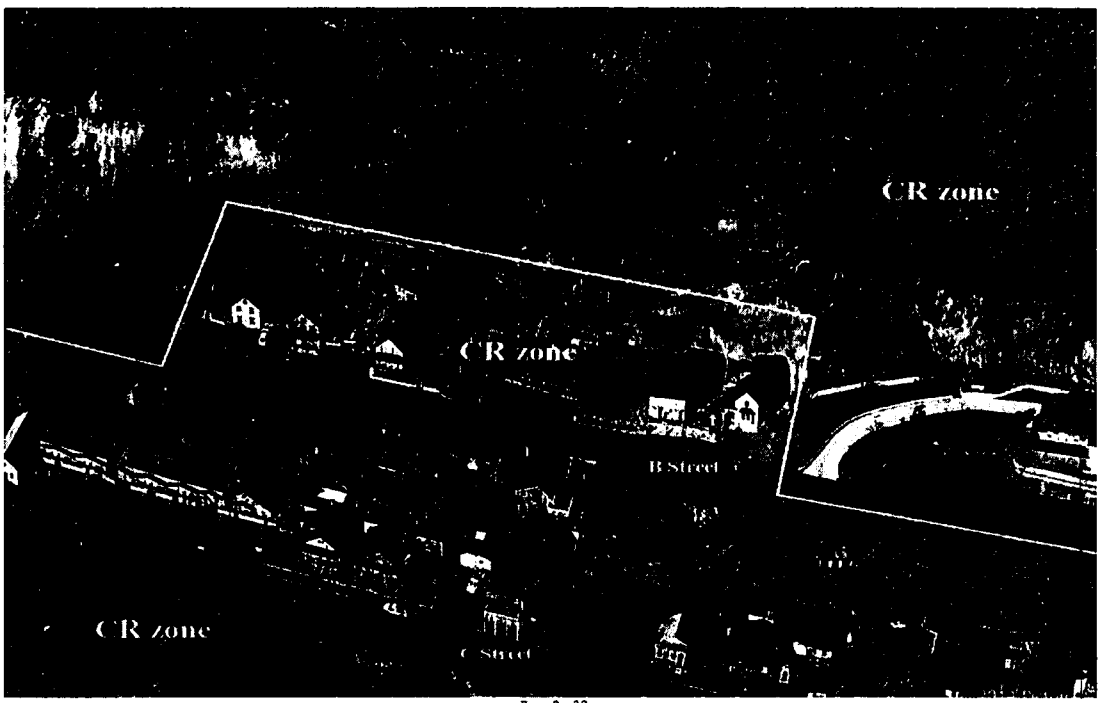
*Close-up view around Courthouse, Piper's Opera House, and Eagles/Union Hall.



St. Mary's Church
VC Middle School
HG Elem. School
Courthouse


H. Gallagher Elementary School
V&T R.R. Depot
Mackey Mansion
"Spite Houses"


Fourth Ward School


CR zone
CR zone
CR zone
B Street
C Street

Chapter 17.32

F Forestry Zone

Sections:

17.32.015 Purpose and intent
17.32.017 Allowed uses
17.32.020 Uses subject to special use permit
17.22.025 Accessory uses and structures
17.32.030 Minimum parcel area requirements
17.32.040 Off-street parking
17.32.041 Setback requirements
17.32.050 Height of buildings and structures
17.32.060 Generator restrictions

17.32.070 Home Enterprises

17.32.080 – Minimum Floor Area

17.32.015 Purpose and Intent

The F forestry zone is established to protect areas having important environmental qualities in the county from unnecessary degradation and to provide areas of very low density residential and other uses.

17.32.017 Allowed Uses

In a Forestry (F) zone, land may be used and buildings and structures may be erected, maintained and used if they are arranged, intended and designed for the following uses:

A. *One single-family detached dwelling of permanent character in a permanent location.*

B. *Equestrian Establishments*

C. *Beekeeping*

D. *General agricultural uses, agricultural animal production, agricultural entertainment, and custom animal processing.*

E. *Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.*

17.32.020 Uses Subject to Special Use Permit

The following uses may be permitted subject to securing a special use permit as provided for in Chapter 17.03 Administrative provisions.

~~A. One single family detached dwelling of permanent character and location.~~

~~B. General agricultural uses, agricultural animal production, agricultural entertainment, accessory structures related to the agricultural use, and custom animal processing.~~

~~C. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.~~

A.~~D.~~ The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

B.~~E.~~ *Animal Boarding and Grooming*, ~~BoardCommercial kennel. A~~ *a* minimum of 10 acres is required.

C.~~F.~~ Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. Any other use is prohibited.
3. *Primary, secondary, and post-secondary schools, private or public.* ~~Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. Student r~~ *(R*esidential and boarding accommodations are prohibited*)*.
4. Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.
5. *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*

D.~~G.~~ Buildings for the sale and display of products grown or raised on-site.

E.~~H.~~ Recreational uses and buildings, including dude or guest ranches, tennis, golf courses, driving ranges, miniature golf, and country clubs.

F.~~I.~~Cemeteries.

G.~~J.~~Congregational establishments. ~~including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.~~

H.~~K.~~ ~~Highway and public utility maintenance camps;~~

~~L. Home enterprises as regulated by chapter 17.12 General provisions.~~

I.~~M.~~Mining and extraction, as regulated by chapter 17.92 Mineral exploration, mining, and extraction, and aggregate facilities.

J.~~N.~~ Milling and processing related to mining.

K.~~O.~~ Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems. Commercial energy production from combustion of fossil fuels and other type fuels or other similar power generation systems is prohibited.

~~P. Public utility service yards, buildings, electric substations, gas transmission substations, and ancillary uses.~~

L. Wild Animal Keeping.

M.~~Q.~~ *Concrete or asphalt batch plant, temporary and incidental to on-site project.* ~~Temporary (less than 1 year) concrete plants and asphalt batch plants when clearly incidental to an on-site construction project.~~

~~R. Natural resources river restoration regulated under section 17.12.100.~~

N.~~S.~~ Growing and preservation of trees and nursery stock.

O. Veterinary Services, indoor and outdoor.

~~T. Hunting, fishing and skiing lodges wildlife refuges, game farms and public campgrounds.~~

~~U. The keeping of bees for agricultural purposes when beehives are setback at minimum of 200 feet from CR, E, R, and SPR zones and occupied residential uses within the premises, and 50 feet from any shared access easement or public right-of-way.~~

~~V. The use of a shipping container as an accessory building exceeding 90 days or the period of an active building permit for the principal use on the premises.~~

17.32.025 Accessory Uses and Structures

Accessory uses, buildings, and structures are considered a permitted use if they are clearly incidental to another permitted use, that being a use which has been approved by a special use permit or otherwise by righ*t*. The provisions of section 17.12.045-046 also apply to accessory structures. A principal building is not required for an accessory structure incidental to the allowed uses on the premises; however, a principal single-family residential dwelling is required for an accessory dwelling to be approved.

17.32.030 Minimum Parcel Area Requirements

A minimum area of 40 acres is required for a parcel of land, *with an exception for civic uses listed above in consideration with the special use permit. Legally non-conforming parcels with less than the minimum 40 acres in size may be developed with allowed uses, but the size of the parcel will be a consideration in the processing of any use subject to a Special Use Permit.*

17.32.040 Off-street parking

Off-street parking must be sufficient to handle the automobile and other vehicular parking demands of the use.

17.32.041 Setback Requirements

Minimum setbacks for a principal building and accessory building in the F zone are: front, 30 feet; rear, 40 feet; and side, 30 feet.

17.32.050 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of three stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes,

chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044, Height of buildings and structures.

17.32.060 Generator Restrictions

Installation of a generator as a power source is not permitted unless the generator is muffled and installed in a sound-insulated building sufficient in design to maintain compliance with noise regulations in chapter 8.04 of the county code. Generators that are used solely for power in emergencies or power outages need not be muffled or in a sound-insulated building.

17.32.070 Home Enterprises

Home enterprises, including in-home child care, are regulated under chapter 17.12 General Provisions.

17.32.080 Minimum Floor Area

No single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence.

Chapter 17.34

I1 Light Industrial Zone

Sections:

17.34.015 Purpose and intent
17.34.020 Allowed uses
17.34.030 Uses subject to special use permit
17.34.040 Minimum parcel area
17.34.050 Setback requirements
17.34.060 Loading area
17.34.070 Height of buildings and structures

17.34.015 Purpose and Intent

The I1 light industrial zone is intended to provide areas for the development and operation of industrial uses that do not create or cause fumes, odor, smoke, gas, noise, vibrations, or other impacts which are or may be detrimental to abutting properties and land uses.

17.34.020 Allowed Uses

The following uses are allowed in the I1 light industrial zone:

A. Ten percent of the total area in the light industrial zone as designated in the county master plan may be utilized for commercial use. A site plan must be approved by the building department. No special use permit is required for commercial uses in the I1 zone, but the provisions under chapter 17.28 apply to commercial uses in an I1 zone.
B. Limited indoor manufacturing and assembly involving the production process that uses already manufactured components to assemble, print, or package a product such as cloth, paper, plastic, leather, wood, glass, stones, or computer and electronic parts, but not including such operations as paper, sawmills, milling, steel, iron or other metal works, rolling mills, or any manufacturing uses involving primary production of commodities of raw material.
C. Trade and craftsman industries, including furniture and carpentry, manufacturing and refining, upholstery shops, monument works, welding shops, and similar uses.
D. Contractor services, including general contractor offices, contractor service shops, carpet cleaning, pest control, printing and publishing, and similar uses.
E. Agricultural use types including general agricultural uses, agricultural animal production, custom animal processing, agricultural research, agricultural supplies sales, and agricultural entertainment and commercial uses.
F. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. These uses also include community gardens.
G. Civic uses including:
   1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
   2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.
   3. Libraries, governmental offices, post offices, community centers, and courts of law.
   4. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for student residential and boarding accommodations.
   5. Highway rest areas, picnicking areas, parks and playgrounds, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.
   6. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, parking garages, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.
   7. *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*

   ~~Veterinarian services and animal shelters.~~
H. Warehouses, warehouse complexes, distribution operations, and wholesale distribution.
I. Storage and distribution of paints, shellac, turpentine, varnishes, and similar materials within a warehouse facility.

J. Storage and distribution of petroleum products within a warehouse facility.
K. Temporary (less than 1 year) concrete and asphalt batch plants when incidental to an on-site construction project.
L. Laundromats and personal dry-cleaning.
M. Laboratory and testing services. The use of live animals in laboratory, testing, and experimentation is prohibited.
N. Retail sales and shopping centers including:
   1. Stores; shopping centers; convenience stores; principal grocery stores; neighborhood stores and shopping centers; regional stores and shopping centers; super regional store and shopping centers; seasonal holiday sales and use; and seasonal farmers markets.
O. Mini-warehouses and storage facilities for rent including operable recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.
P. Gaming when incidental to a primary use and limited to no more than 15 slot or video machines.
Q. Heavy equipment sales and service.
~~R. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises. Additional shipping containers may be used incidentally for shipping products to and from the permitted principal use when the containers remain on the premises for no longer than 90 days.~~
~~S.~~*R.* Automotive, truck, and heavy equipment services including washing and detailing (manual hand-washing, coin-operated, and production line methods), service and fueling stations, repair (including painting and body repair), sales, and rental.
~~T.~~*S.* Accessory use, buildings and structures when incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and compliant with section 17.12.045.

U. Animal Boarding and Grooming, indoor facilities

V. Veterinary Services, indoor.

17.34.030 Uses Subject to Special Use Permit

The following additional uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions.

A. Casinos and gaming establishments ~~over 5,000 square feet, where more than 15 slots or video machines are located and where other forms of gambling may take place such as poker, craps, blackjack, sports book and other similar activities~~*(this use does not include accessory gaming with 15 or less slots/video machines to a primary non-gaming retail establishment.)*
B. Watchman's dwelling, permanent or temporary as regulated by section 17.12.046.
C. ~~Buildings and structures constructed for uses listed in sections 17.34.020 and 17.34.030 that will exceed 50 feet in height.~~

D. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.
E. ~~Commercial kennel~~. *Animal Grooming and Boarding, outdoor facilities*. A minimum of 10 acres is required.
F. Health care facilities including hospital services, medical services, convalescent services (but not civic convalescent and group care service), continuum of care facilities for seniors, and group care services.
G. ~~Billboards as regulated by chapter 17.84 Signs and billboards.~~
H. Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems. Commercial energy production from combustion of fossil fuels and other type fuels or other similar power generation systems is prohibited.
I. Hunting, fishing, and skiing facilities and lodges ~~wildlife refuges, and game farms~~.
J. Truck stops.
K. Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.
L. Solid waste recycling collection center.
M. Solid waste recycling center.
N. Solid waste transfer station.
O. Solid waste collection center.
P. Temporary (less than 1 year) concrete and asphalt batch plants when not incidental to an on-site construction project or located within 2,500 feet of a CR, E, R, or SPR zone. Permanent batch plants are prohibited.
Q. Education facilities which include student residential and boarding accommodations.
~~R. Natural resources river restoration regulated under section 17.12.100.~~
~~S.~~*R.* Open storage not directly associated with an active construction project on the premises.
~~T.~~*S.* Auction facilities involving open storage.

~~U.~~*T.* Public utility service yards, buildings, ~~electric substations, gas transmission substations~~, and ancillary uses.

U. Wild Animal keeping

V. Equestrian Establishments ~~*centers; commercial and private corrals and stables; rodeo arenas; and carriage/coach rides.*~~

W. Veterinary Services, outdoor facilities

X. Animal Boarding and Grooming, outdoor facilities

~~V. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.~~
W. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses requiring a special use permit within the zone.

17.34.040 Minimum Parcel Area

The minimum parcel area required in the I1 zone is 1 acre, except for commercial uses in the I1 zone area for which there is a 15,000 square feet area minimum *and with the exception for civic uses.*

17.34.050 Setback Requirements

The required distance between the building and the property line is ~~20~~ *0* feet. *The principal building must be setback at least 20 feet from an abutting CR, E, R1, R2, and SPR zone and existing residential uses. Building setbacks must also conform to section 17.34.060 and building and fire codes.*

Setback requirements for accessory structures must comply with section 17.12.045. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

17.34.060 Loading Area

Loading area must have adequate room for *truck, trailer, and* vehicul*e*~~ar~~ circulation, *egress,* and staging. All truck *and trailer* parking and docking areas must be designed so that right-of-ways and travelled ways are not adversely impacted.

17.34.070 Height of Buildings and Structures

~~A building, manufactured home, or structure may~~ *No building may* ~~not~~ exceed ~~a height of three~~ *6* stories or ~~35 feet~~*75 feet* whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044, Height of buildings and structures.

Chapter 17.35
I2 Heavy Industrial Zone

Sections:

17.35.010 Purpose and intent
17.35.020 Allowed uses
17.35.030 Uses subject to special use permit
17.35.040 Minimum parcel area
17.35.050 Setback requirements
17.35.060 Loading area
17.35.070 Height of buildings and structures

17.35.010 Purpose and Intent

The I2 heavy industrial zone is intended to provide areas for the development and operation of industrial, distribution, and manufacturing uses that, by nature of their intensity, may be incompatible with other types of land use activities.

17.35.020 Allowed Uses

The uses listed in this section are allowed in the I2 heavy industrial zone. They include all uses allowed in the I1 light industrial zone if they are compatible with the surrounding heavy industrial uses. I1 light industrial uses in the I2 zone are governed by the provisions of chapter 17.34 Light industrial zone, except that a special use permit pursuant to section 17.34.030 is not required unless the use is expressly listed in section 17.35.030 as requiring a special use permit. The following heavy industrial uses are allowed:

A. Ten percent of the total area in the heavy industrial zone as designated in the county master plan may be utilized for commercial use. A site plan must be approved by the building department. No special use permit is required for commercial uses, but the provisions under chapter 17.28 apply to commercial uses in an I2 zone.

B. Manufacturing and assembly involving the production process which uses already manufactured components to assemble, print, or package a product such as cloth, paper, plastic, leather, wood, glass, stones, or computer and electronic parts and manufacturing operations involving primary production of commodity of raw materials, except those uses listed in section 17.35.040 as requiring a special use permit.

C. Trade and craftsman industries, including furniture and carpentry manufacturing and refining, upholstery shops, blacksmithing, monument works, ornamental ironworks, and similar uses.

D. Contractor services, including general contractor offices, contractor service shops, carpet cleaning, pest control, printing and publishing, and similar uses.

E. Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.

2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.

3. Libraries, governmental offices, post offices, community centers, and courts of law.

4. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for student residential and boarding accommodations.

5. Highway rest areas, picnicking areas, parks and playgrounds, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

6. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, parking garages, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.

F. Agricultural use types including general agricultural uses, agricultural animal production, custom animal processing, agricultural research, agricultural supplies sales, and agricultural entertainment and commercial uses.

G. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

H. Laboratories and testing services. The use of live animals in laboratory~~,~~ testing~~,~~ and experimentation is prohibited.

I. Bottling and canning plants.

J. Building material manufacturing.

K. Breweries, distilleries, wineries.

L. Warehouses, warehouse complexes, distribution operations, and wholesale distribution.

M. Mini-warehouses and storage facilities for rent including operable recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.

N. Storage and distribution of paint, shellac, turpentine, varnishes, and similar materials within a warehouse facility.

O. Storage and distribution of liquid petroleum products within a warehouse facility.

P. Laundromats and personal dry cleaning.

Q. Automotive, truck, and heavy equipment services including washing and detailing (manual hand-washing, coin-operated, and production line methods), service and fueling stations, repair (including painting and body repair), sales, and rental.

R. Truck stops.

S. Indoor and outdoor archery uses.

T. Uses involving the indoor discharge of firearms.

U. Recovery of methane and other combustible gasses emitted from a permitted solid waste landfill and used for the generation of energy.

V. Temporary (less than one year) concrete and asphalt batch plants when incidental to an on-site construction project.

W. Solid waste recycling collection center.

X. Solid waste recycling center.

Y. Healthcare facilities including medical services, convalescent services (but not civic convalescent and group care service), continuum of care facilities for seniors, and group care services.

Z. Seasonal farmers markets.

AA. Public utility service yards, buildings, ~~electric substations, gas transmission substations, and ancillary uses~~ *utility and transmission substations, water storage*

facilities and storm water drainage, detention, retention and storage.

BB. Veterinary services ~~for small and large animals~~, *indoor and outdoor facilities.*

CC. Animal Boarding and Grooming, indoor and outdoor facilities.

~~CC. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises. Additional shipping containers may be used incidentally for shipping products to and from the permitted principal use when the container(s) remain on the premises for no longer than 90 days.~~

~~EE.~~*DD.* Accessory use, buildings and structures when incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and compliant with the regulations of section 17.12.045-046.

EE. Equestrian Establishments

~~FF. Other uses similar to the above which are determined by the board with action by the planning commission to be consistent and compatible with the other uses permitted within the zone.~~

17.35.030 Uses Subject to Special Use Permit

The following additional uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions:

A. Industrial agricultural uses including intensive agricultural uses, slaughter houses, agricultural packing and processing, stockyards and livestock auction facilities. Industrial agricultural uses must be located no closer than 500 feet to any CR, E, or R zone and 50 feet from a parcel or lot boundary.

B. Manufacturing of paint, shellac, turpentine, varnishes, and similar materials.

C. Manufacturing, reclaiming, and refining of liquid petroleum products.

D. Storage and distribution of liquid petroleum products, except from within a warehouse facility.

F. Manufacturing, reclaiming, refining, storage, distribution, and use of hazardous material.

G. Temporary (less than 1 year) concrete and asphalt batch plants when not incidental to an on-site construction project or when located within 2,500 feet from a CR, E, R, or SPR zone, and 1,000 feet of an IC zone.

H. Permanent (1 year or more) concrete and asphalt batch plants.

I. Junk, salvage, reclamation, or auto wrecking and dismantling yards.

J. Brick, tile or terra cotta products manufacturing.

K. Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.

L. Congregational establishments, including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs.

M. Uses involving the outdoor discharge of firearms.

N. Race tracks and arenas involving the use of automobiles, trucks, motorcycles (e.g., motocross), tractors, and other motorized vehicles.

O. Radio-controlled (RC) cars, vehicles, watercraft, and aircraft facilities and uses.

P. Facilities and uses that include outdoor sets and props for the development and production of movies, film, television, and similar visual media.

Q. Mining and extraction as regulated by chapter 17.92 Exploration, mining, and extraction, and aggregate facilities.

R. Milling and processing related to mining and extraction.

S. Dry cleaning plants and laundry services.

~~T. Natural resources river restoration regulated under section 17.12.100.~~

~~U.~~ *T.* Paper manufacturing.

~~V.~~ *U.* Hunting, fishing, and skiing facilities and lodges, wildlife refuges, and game farms.

~~W.~~ *V.* Saw mills.

~~X.~~ *W.* Temporary real-estate tract offices not located within a permanent structure

~~Y.~~ *X.* Manufacturing, reclaiming, refining, storage, distribution, and use of explosives or propellants.

~~Z.~~ *Y.* Waste to energy type production and generation facilities involving use, recovery or residue of petroleum and petroleum related wastes, biomass wastes, bio-hazardous wastes, solid wastes, and other non-hazardous wastes and waste products.

~~AA.~~ *Z.* Facilities and recycling facilities involving use, recovery, or residue of hazardous materials and/or wastes.

~~BB.~~ *AA.* The keeping of 5 or more dogs or 3 or more potbelly pigs more than 12 weeks of age. A minimum of 10 acres is required.

~~CC.~~ *BB.* ~~Commercial kennel. A minimum of 10 acres is required~~

~~DD.~~ *CC.* Recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes.

~~EE.~~ *DD.* Sewage treatment plants and facilities and other sewage or sludge processing, treatment, or storage.

~~FF.~~ *EE.* Blast furnaces and incinerators, of any type and used for any purpose.

~~GG. Crisis care facility, permanent.~~

~~HH~~ *FF.* Watchman's dwelling, permanent or temporary as regulated by section 17.12.046.

~~II.~~*GG.* Commercial energy production from coal, petroleum, natural gas, propane, other fossil fuels, and other non-renewable energy generation.

~~JJ.~~*HH.* Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems.

~~KK.~~*II.* Education facilities which include student residential and boarding accommodations.

~~LL.~~*JJ.* Open storage not directly associated with an active construction project on the premises.

~~MM. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.~~

~~NN~~*KK.* Auction facilities involving open storage.

~~OO~~*LL.* Healthcare facilities including hospital services.

~~PP.~~*MM.* Tattoo, permanent cosmetics, and invasive body piercing facilities. These uses are only allowable within the boundaries of the Tahoe-Reno Industrial Center which is zoned I2 Heavy Industrial. They are prohibited within 1,500 feet of a public or private school or religious institution, and another permitted tattoo, permanent cosmetics, and invasive piercing facility.

~~RR. Billboards as regulated by chapter 17.68 Signs and billboards.~~

~~SS.~~NN. ~~*Wildlife parks and the possession of 1 or more wild animals*~~. *Wild Animal Keeping.*

~~RR.~~ *OO.* Other uses similar to the above which are determined by the board with action by the planning commission to be consistent with the uses requiring a special use permit within the zone.

17.35.040 Minimum Parcel Area

The minimum parcel areas required in the I2 zone is 3 acres, *with the exception for civic uses and* except for commercial uses in a heavy industrial zone area for which there is a 15,000 square foot minimum. For *I1* light industrial uses in a heavy industrial zone area, there is a 1 acre minimum.

17.35.050 Setback Requirements

The required distance between the building and the property line is ~~50~~ *0* feet. *The principal building must be setback at least 50 feet from an abutting CR, E, R and SPR zone. Building setbacks must also conform to section 17.35.060 and building and fire codes.* Setback requirements for accessory structures must comply with section 17.12.045. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

17.35.060 Loading Area

Loading area must have adequate room for *truck, trailer, and* vehicul~~ar~~e circulation, *egress,* and staging. All truck *and trailer* parking and docking areas must be designed so that right-of-ways and travelled ways are not adversely impacted.

17.35.070 Height of Buildings and Structures

~~A building or structure may not~~ *No building may* exceed 6 stories or 75 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. These requirements do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12 General provisions.

Chapter 17.36

I3 HEAVY INDUSTRIAL ZONE

Sections:

17.36.010 Purpose and intent
17.36.020 Permitted uses
17.36.030 Minimum parcel area
17.36.040 Required criteria for permitted uses
17.36.050 Special zoning limitations to assure separation of incompatible uses
17.36.060 Height of buildings and structures

17.36.010 Purpose and Intent.

The I3 heavy industrial zone is intended to provide areas for the development and operation of industrial, distribution, and manufacturing uses which, by nature of their intensity, may be incompatible with other types of land uses. Permitted uses in the I3 zone may be more intensive than those allowable in the I1 and I2 zone. The remote location of the I3 zone is suitable for the allowable uses under this chapter.

17.36.020 Permitted Uses.

The following uses are permitted in the I3 zone and include all uses allowed in the I1 light industrial zone if they are compatible with the surrounding heavy industrial uses. I1 light industrial uses in the I3 zone are governed by the provisions in 17.34, except that a special use permit pursuant to section 17.34.030 is not required. The following uses are permitted in the I3 zone:

A. Manufacturing and assembly operations which create a finished or partially assembled product for sale or distribution.
B. Commercial uses listed as permitted under chapter 17.28 Commercial zone. Uses listed as requiring a special use permit under section 17.28.040 are permitted in the I3 zone without a special use permit. The provisions under 17.28 otherwise apply to the regulation of commercial uses in the I3 zone.

C. Agricultural use types including general agricultural uses, agricultural animal production, custom animal processing, agricultural research, agricultural supplies sales, and agricultural entertainment and commercial uses.
D. Industrial agricultural uses including intensive agricultural uses, slaughter houses, agricultural packing and processing, stockyards and auction facilities.
E. Waste to energy type production and generation facilities involving use, recovery or residue of petroleum and petroleum related wastes, biomass wastes, bio-hazardous wastes, solid wastes, and other non-hazardous wastes and waste products.
F. Ammunition and explosives manufacturing, reclaiming, refining, storage, distribution, and use.
G. Paints, shellac, turpentine, varnishes, and other chemical manufacturing.
H. Storage and distribution of paints, shellac, turpentine, varnishes, and other chemicals within a warehouse facility.
I. Petroleum and liquid petroleum products manufacturing, reclaiming, and refining.
J. Storage and distribution of petroleum and liquid petroleum products.
K. Fertilizer products storage, distribution, manufacturing, reclaiming, and refining.
L. Air bag and other supplementary restraint system manufacturing, testing, storage, and use.
M. Explosive, propellant, and pyrotechnic manufacturing, testing, storage, and use.
N. Lithium and other volatile or unstable fuels and materials manufacturing, testing, storage, and use.
O. Hazardous waste management facilities involving the use, recovery, recycling, storage, treatment, and management of hazardous materials for hazardous materials produced or use on the site.
P. Rocket fuel manufacturing, testing, and storage.
Q. Blast furnaces and incinerators of any type and for any purpose.
R. Rock and gravel excavating, crushing, processing, and distribution.
S. Mineral exploration, mining, and extraction. A special use permit for large operations is required pursuant to chapter 17.92 Exploration and mining.
T. Environmental testing facilities such as simulation of temperature, vibration, fire, explosion, or high-altitude conditions.
U. Open air testing of materials developed for any of the uses described in this section, including testing to obtain design criteria for building construction, personnel safety, shipping requirements, and anything useful for those purposes.
V. Igniter and ignition systems manufacturing, testing and storage and use.
W. Public utility service yards, buildings, electric substations, gas transmission substations, and ancillary uses.
X. Recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes.
Y. Cyanide and other hazardous chemicals and materials manufacturing, reclaiming, refining, storage, distribution, and use.
Z. Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems.

AA. Commercial energy production from coal, petroleum, natural gas, propane, other fossil fuels, and other non-renewable energy generation.

BB. Uses that include the testing, manufacturing, research, development, and storage of lasers, pharmaceuticals, drones, military and civilian devices, chemicals, and products that require special treatment, buffering, and high levels of security.

CC. Milling and processing related to mining and extraction.

DD. Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.
3. Governmental offices and courts of law.
4. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, parking garages and storage, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.

EE. Laboratories and testing services. The use of live animals in laboratory, testing, and experimentation is prohibited.

FF. Bottling plants.

GG. Building material manufacturing.

HH. Breweries, distilleries, wineries.

II. Warehouses, warehouse complexes, distribution operations, and wholesale distribution.

JJ. Mini-warehouses and storage facilities for rent including recreational vehicle, boat, utility trailer, horse trailer, and similar equipment storage.

KK. Laundromats and personal dry cleaning.

LL. Automotive, truck, and heavy equipment services including washing and detailing (manual hand-washing, coin-operated, and production line methods), service and fueling stations, repair (including painting and body repair), sales, and rental.

MM. Manufacturing of signs and billboards.

NN. Dumps and refuse disposal areas. (These uses are subject to existing franchise agreement(s) in Storey County).

OO. Truck stops.

PP. Truck terminals.

QQ. Uses involving the indoor discharge of firearms.

RR. Public utility service yards, buildings, electric substations, gas transmission substations, and ancillary uses.

SS. Veterinary services for small and large animals.

TT. Accessory use, buildings and structures when incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and compliant with the regulations of section 17.12.045.

UU. Temporary (less than 1 year) and permanent (1 year or more) concrete and asphalt batch plants.

VV. Cement and lime manufacturing.

WW. Building materials sales and storage yards.

XX. Junk, salvage, reclamation, or auto wrecking and dismantling yards.
YY. Brick, tile or terra cotta products manufacturing.
ZZ. Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.
AAA. Uses involving the outdoor discharge of firearms.
BBB. Mining, extraction, and mineral exploration as regulated by chapter 17.92 Exploration, mining, and extraction. A special use permit is required for large operations as defined under chapter 17.92.
CCC. Dry cleaning plants and laundry services.
DDD. Natural resources restoration regulated under section 17.12.100.
EEE. Paper manufacturing.
FFF. Saw mills.
GGG. Temporary real-estate tract offices not located within a permanent structure.
HHH. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age.
III. Commercial kennel.
JJJ. Sewage treatment plants and facilities and other sewage or sludge processing, treatment, or storage.
KKK. Watchman's dwelling, permanent or temporary as regulated by section 17.12.046.
LLL. Research and development activities related to any of the uses described in this section.

MMM. Other commercial and industrial uses that are not specifically listed but are similar to the existing permitted uses when they are found by the board of commissioners with action by the planning commission to be compatible with abutting land uses and other uses in the zone and consistent with the county master plan.

17.36.030 Minimum Parcel Area.

The minimum parcel areas required in the I3 zone is 3 acres, except for commercial uses in the I3 zone area for which there is a 15,000 square foot minimum. For I1 light industrial uses in the I3 zone area, there is a 1 acre minimum.

17.36.040 Required Criteria for Permitted Uses.

Any use listed in section 17.38.020 which can be demonstrated by the applicant to meet the following criteria is a permitted use in the I3 zone. Any use listed in section 17.36.020 which does not meet all of the following criteria may be permitted by special use permit pursuant to chapter 17.03 Administrative provisions.

A. No use or building except structures used for office or employee service facilities may be located closer than 500 feet from the boundary of the site unless the applicant can demonstrate that the distance from the boundary of the site is adequate to protect surrounding uses.
B. In lieu of subsection A, the boundaries of the site may be surrounded by a buffer area of the same distance. The buffer area may not contain any uses or buildings except that a use or building permitted in the I3 zone may be allowed provided such use or building is not less than 500 feet from the boundaries of

the property making the application unless the applicant can demonstrate that the distance from the boundary of the site is adequate to protect surrounding uses. The buffer area may consist of property restricted by fee ownership, lease, easement, license or other manner which the applicant demonstrates will assure the existence of the buffer area for as long as the permitted use remains. The buffer area may be provided by open space areas, wilderness land or land restricted in use by a governmental agency or private entity, if the applicant demonstrates that the buffer area requirements will be met and retained for the life of the permitted use.

C. The boundaries of the property may not be located closer than 1 mile to property which permits a residential use, except for those boundaries permitting a residential use at the time of the passage of this title.
D. The boundaries of the property may not be closer than 2 miles from a permitted city or town.
E. Posting, marking and fencing of the property must comply with the requirements of agencies having regulatory jurisdiction of the activity.
F. Weaponry, ammunition or explosives testing may not include the intentional flight of any missile, aircraft or projectile outside of the area zoned I3 heavy industrial or I-S special industrial owned or leased by the applicant.

17.36.050 Special Zoning Limitations to Assure Separation of Incompatible Uses.

The purpose of these special limitations is to prohibit the encroachment of incompatible uses into areas adjacent to lands zoned for I3 heavy industrial use. Such limitations are intended to preserve the continued usability of those areas zoned I3 for permitted uses and to protect other uses from the impacts and hazards which could result if such uses were established near areas zoned I3.

All properties zoned within 1 mile of any area zoned I3 must be zoned and maintained in one or more of the following zones: F, forestry; I3 heavy industrial; I-4 heavy industrial; or IS special industrial.

In addition, no high explosives structures may be constructed on the property within one 1,320 feet of the boundary of the I3 zone, except for portions abutting an IS special industrial zone owned or leased by the applicant.

17.36.060 Height of Buildings and Structures.

No building or structure may exceed 6 stories or 75 feet, whichever is higher, except as may be allowed by a variance. These requirements do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12 General provisions.

Chapter 17.40

E Estate Zone

Sections:

17.40.010 Purpose and intent
17.40.020 Allowed uses
17.40.025 Uses subject to special use permit
17.40.030 Minimum lot size
17.40.040 Lot dimensions
17.40.045 Height of buildings and structures
17.40.050 Setback *and Minimum Floor Area* requirements
17.40.060 Home enterprises
17.40.070 Generator restrictions
17.40.080 Easements and rights-of-way
17.40.090 Effect of covenants, conditions, and restrictions

17.40.010 Purpose and Intent.

The E estates zone is established for areas particularly suited for low density residential use, to further enhance the quality of life for residents, to prohibit the development of uses which are incompatible and detrimental to a rural residential environment, and to allow for the keeping of a limited number of large domestic animals for non-commercial purposes.

17.40.020 Allowed Uses.

The following uses are allowed in the E estates zone:

A. One single-family detached dwelling of permanent character in a permanent location. ~~The minimum floor area requirement for residences is 800 square feet for a one bedroom structure, 1,000 square feet for a two bedroom structure, and 1,200 square feet for a three bedroom structure.~~

B. Accessory uses customarily incidental to a permitted use, located on the same lot or parcel with a permitted use, and in compliance with the provisions under section 17.12.048, Accessory uses

C. Storage parking for recreational vehicles, boats, utility trailers, horse trailers and similar equipment owned by the occupant of the permitted principal use, provided that such items are stored entirely within the private property.

D. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Use also includes community gardens.

~~E. Childcare where 4 or less children are cared for.~~

~~F. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises.~~

~~G.~~ *E.* The keeping of large domestic animals such as sheep, bovine, swine, llamas, horses, goats, and other similar domestic farm animals under the ownership of the resident occupant of the lot, provided that any combination of such animals on any one lot does not exceed the following:

See section 17.40.030 for minimum lot size requirements.	
E-1	4 or less large domestic animals

E-2.5	4 or less large domestic animals
E-5	6 or less large domestic animals
E-10	8 or less large domestic animals
E-40	16 or less large domestic animals
E-1-VCH	4 or less large domestic animals
E-10-HR	8 or less large domestic animals
E-40-VR	16 or less large domestic animals

1 A special use permit is required to exceed the above maximums for large domestic animals.
2. Sanitary conditions must be maintained at all times in order to prevent a nuisance or health hazard from occurring.
3. There must be a minimum of 400 square feet per penned land area per large domestic animal, which must be on less than 10 percent slope grade.

17.40.025 Uses Subject to Special Use Permit.

The following additional uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions.

~~A. Child care facilities where more than 4 children are cared for. Child care must not exceed 15 children.~~

~~B.~~ *A.* The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks old, but not a commercial kennel. A minimum of 10 acres is required.

~~C.~~ *B.* The keeping of large domestic animals exceeding the maximum number allowed pursuant to section 17.40.020.

~~D. The keeping, maintenance, display, or possession of 1 or more wild animals~~.

C. Wild animal keeping.

D. ~~E.~~ Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.

~~3. Crisis care use, temporary.~~

~~2.~~*3.* Libraries, governmental offices, post offices, and community centers.

4. Education including Elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. Student residential and boarding accommodations are prohibited*)*.

5.~~6.~~ Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

6. Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.

~~F. Natural resources river restoration regulated under section 17.12.100.~~

~~G. One attached or detached accessory dwelling unit (i.e., mother-in-law quarters) as regulated by section 17.12.046, Accessory dwelling, location and placement.~~

~~H. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.~~

E. Equestrian Establishments, 10 acre minimum requirement

F. Animal Boarding and Grooming, 10 acre minimum

17.40.030 Minimum Lot Size.

Each E estate zone must have a minimum acreage limit *with an exception for civic uses listed above in consideration with the special use permit.* The minimum acreage limit number must be the suffix for the respective zone (e.g., "E-1" represents the E estate zone with 1 acre minimum parcel area). A parcel zoned E must be at least 1 acre. The area contained within the E estate parcel must be inclusive of all easements, including easements for access to an adjacent parcel. The acreage in each E estate zone is shown in the following table:

Zone and Suffix	Minimum Acreage
E-1	1 acre
E-2.5	2.5 acres
E-5	5 acres
E-10	10 acres
E-40	40 acres
E-1-VCH	1 acre located in Virginia City Highlands
E-10-HR	10 acres located in Highland Ranches
E-40-VR	40 acres located in Virginia Ranches
Other suffix	E estate zones with minimum acreage between the above numbers or larger than 40 acres may be permitted so long as the minimum acreage limitation in the zone existing at the time of adoption of this title is met.

17.40.040 Lot Dimensions

For the creation of new parcels subject to a Parcel or Subdivision map, t~~T~~he average dimension of a lot in one direction (front to rear or side to side) may not exceed 4 times the average dimension in the other direction.

17.40.045 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12 General provisions.

17.40.050 Setback *and Minimum Floor Area* Requirements

Unless stated otherwise in this section, the *minimum square feet for a residence, and the* distance between the *principal* building and the property line must be as shown in the following table. Setback requirements for accessory buildings must comply with section 17.12.045. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration).

Estates Zone	***Minimum Floor Area (square-feet)***			**Front Setback**	**Rear Setback**	**Side Setback**
	1 bdrm.	*2 bdrm.*	*3 bdrm.*			
E-1	*800*	*1,000*	*1,200*	20 ft.	12 ft.	12 ft.
E-2.5	*800*	*1,000*	*1,200*	30 ft.	~~50~~*40* ft.	~~30~~*15* ft.
E-5	*800*	*1,000*	*1,200*	30 ft.	~~50~~*40* ft.	~~30~~*15* ft.
E-10	*800*	*1,000*	*1,200*	~~50~~*30* ft.	~~80~~*40* ft.	~~50~~*15* ft.
E-40	*800*	*1,000*	*1,200*	~~80~~*30* ft.	~~50~~*40*ft.	~~80~~*30* ft.
E-I-VCH	*1,200*	*1,200*	*1,200*	30 ft.	40 ft.	15 ft.
E-10-HR	*1,200*	*1,200*	*1,200*	30 ft.	40 ft.	15 ft.
E-40-VR	*800*	*1,000*	*1,200*	30 ft.	40 ft.	15 ft.

17.40.060 Home~~-~~enterprises

Home enterprises*, including in-home childcare*, are regulated pursuant to chapter 17.12 General provisions.

17.40.070 Generator Restrictions.

Installation of a generator as a power source is not permitted unless the generator is muffled and installed in a sound-insulated building sufficient in design to maintain compliance with noise regulations in chapter 8.04 Health and safety. Generators that are used solely for power in emergencies or power outages need not be muffled or in a sound-insulated building.

17.40.080 Easements and Rights-of-Ways.

All land zoned E estate is subject to existing easements and right-of-ways, including those described in chapter 17.12 General provisions.

17.40.090 Effect of Covenants, Conditions, and Restrictions.

Where covenants conditions, and restrictions (CC and R's) have been, or will be filed in the official records of the county as a condition of approval for the subdivision of a parcel of land within an E estate zone classification, the more restrictive of the two documents (this title or the CC and R's) will apply in all cases pertaining to use or development of the subject property.

Chapter 17.44

SPR Special Planning Review Zone

Sections:

17.44.010 Purpose and intent
17.44.020 Allowed uses
17.44.030 Uses subject to special use permit
17.44.040 Minimum floor area
17.44.050 Minimum parcel area and width requirements
17.44.060 Setback requirements
17.44.065 Building height
17.44.070 Home ~~occupations~~ *Enterprises*
17.44.080 ~~Distance between buildings on the same lot~~ *Minimum Floor Area*

17.44.010 Purpose and Intent

The SPR special planning review zone is intended to provide protections to current mining and milling and the historical remnants within American Flat, Gold Hill, and Virginia City. It provides mechanisms by which remnants of historical mining and milling are preserved. It provides for an environment that remains suitable for current and future mining and milling practices when findings of fact show no substantial impact to surrounding uses and the community. Preserving remnants of historical mining and milling extends to permanent historic structures, cemeteries, mine dumps, and other artifacts existing at or predating the year 1942, and remaining cultural landscapes that are identified in the county master plan as needing special attention when land use are proposed.

17.44.020 Allowed Uses

All allowed uses in the SPR special planning review zone must comply with the applicable provisions of chapter 17.12 General provisions, and must be reviewed and approved by the board with action by the planning commission. The allowed uses are as follows:

A. One single-family dwelling of permanent character in a permanent location
B. Accessory use, buildings and structures if they are clearly incidental to a permitted use, placed upon the same lot or parcel with a permitted use, and in compliance with section 17.12.045-046.
C. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses included community gardens.
D. *Equestrian Establishments.* ~~Private and commercial equestrian facilities and uses, including riding arenas, rodeos and equestrian events, stables, horse and pony rides, and carriage and stagecoach rides.~~

~~E. Childcare where 4 or less children are cared for.~~

~~F.~~ *E.* Museums including those related to history, natural resources, mining, milling, trains, railroads, and other subjects.

~~G.~~ *F.* Library and cultural services.

~~H.~~*G.* ~~Signs as regulated by chapter 17.84 Signs and billboards.~~

~~I.~~ *H.* Any material or site improvement to enhance and promote the V&T Railroad and/or V&T Railway.

~~J.~~ *I.* Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. These uses are prohibited for any other purpose.
3. ~~Crisis care facilities use, temporary.~~ *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*
4. Libraries, governmental offices, post offices, and community centers.
5. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required student residential and boarding accommodations.
6. Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.

~~K. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises.~~

17.44.030 Uses Subject to Special Use Permit

A special use permit will be required for following uses or development which is determined by the board with action by the planning commission to be potentially incompatible or detrimental to the purpose and intent of the SPR special planning review zone.

A. Mining and extraction as regulated by chapter 17.92 Exploration, mining, and extraction.

B. Milling and processing associated with mining and extraction.

C. Temporary (less than 1 year) concrete and asphalt batch plants when not incidental to an on-site construction project or when located within 2,500 feet of a CR, E, R, or SPR zone.

D. Bed and breakfast inns offering accommodations for up to 8 guests, subject to providing one off-street parking space for each additional 10,000 square feet of lot area.

E. Education facilities that include student residential and boarding accommodations.

F. Indoor and outdoor archery clubs and indoor gun club for the sport of shooting at moving or stationary targets or education related to the use and safety of firearms and archery.

G. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks

of age. A minimum of 10 acres is required.

H. ~~Commercial kennel~~. *Animal Boarding and Grooming*. *Outside facilities require a* ~~A~~ minimum of 10 acres ~~is required~~.

I. Cemeteries, but not columbariums, crematories, mausoleums, mortuaries, or funeral parlors.

J. Congregational establishments, including religious institutions, fraternal lodges, recreational and social clubs, labor halls, service clubs and facilities for other private clubs

K. ~~Maintenance, display, or possession of one or more wild animals.~~ *Wild Animal Keeping*

L. Open storage.

M. ~~Natural resources river restoration regulated under section 17.12.100.~~

N. *Bee keeping.*

O. Child Care Facilities.

P. Single family dwellings less than 800 square feet

~~N~~ *Q.* Other similar uses to the above which are determined by the board with action by the planning commission to be consistent with the uses permitted within the zone.

17.44.050 Minimum Parcel Area and Width Requirements

The SPR special planning review zone must have a minimum acreage limit. The minimum acreage limit number is the suffix for the respective zone (e.g., "SPR-5" is an SPR Zone with 5,000 square feet minimum parcel area). A parcel zoned SPR must be at least 5,000 square feet. The area contained within the SPR zoned parcel includes all easements, including easements for access to an adjacent parcel. SPR zones have the following designated minimum parcel area and minimum parcel width: The minimum area and width for each SPR zone is indicated in the following table:

Zone and Suffix	Minimum Lot Area (square feet)	Minimum Width From Street (feet)
SPR-5	5,000	50
SPR-6	6,000	50
SPR-8	8,000	60
SPR10	10,000	60
SPR15	15,000	80
SPR20	20,000	100

17.44.060 Setback Requirements

The required distance between the building and the property line is indicated in the following table. Setback requirements for accessory structures must comply with section 17.12.045.

Zone and Suffix and Lot Configuration	Front Setback	Side Setback	Rear Setback
SPR-5, SPR-6, SPR-8, and SPR10	20 feet	8 feet	20 feet
SPR15	30 feet	8 feet	20 feet
SPR20	40 feet	8 feet	20 feet
Corner lot facing two streets	Same as above	10 feet street side; 8 feet non-street side	Same as above

17.44.065 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12, General provisions.

17.44.070 Home Enterprises

Home enterprises, *including in-home childcare,* are regulated under chapter 17.12 General provisions.

~~**17.44.080 Distance Between Buildings on the Same Lot**~~

~~A minimum distance of 6 feet is required between buildings. Setbacks and distances for accessory structures is regulated by section 17.12.045.~~

17.44.080 Minimum Floor Area

No single-family dwelling may have a floor area of less than 800 square feet for a one-bedroom residence; 1,000 square feet for a two-bedroom residence; and 1,200 square feet for a three or more bedroom residence, unless a special use permit has been obtained.

Chapter 17.76

NR Natural Resources Zone

Sections:

17.76.010 Purpose
17.76.015 Allowed Uses
17.76.020 Uses subject to a special use permit

17.76.030 Accessory Uses and Structures
17.76.040 Minimum Parcel Area Requirements
17.76.050 Setback Requirements
17.76.060 Height of Buildings and Structures
17.76.070 Generator Restrictions
17.76.080 Home Enterprises
~~17.76.030 Uses subject to a special use permit~~

~~***17.76.040 Accessory uses and structures***~~

~~***17.76.050 Minimum parcel area requirements***~~

~~***17.76.060 Setback requirements***~~

~~***17.76.070 Height of buildings and structures***~~

~~***17.76.080 Generator restrictions***~~

17.76.010 Purpose

The purpose of this chapter is to promote the preservation of land to conserve and enhance natural and scenic resources, archaeological, and cultural sites, primitive areas, watersheds, flood-prone areas from unreasonable impairment.

17.76.015 Allowed Uses. *The following uses are allowed in the NR natural resources zone:*

A. One single-family detached dwelling of permanent character and location. A minimum of 40 acres is required.

B. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses include community gardens.

C. Beekeeping

D. General agriculture, agricultural animal production, agricultural entertainment, accessory structures related to the agricultural use, and custom animal processing.

17.76.020 Uses Subject to a Special Use Permit

The following uses may be permitted subject to securing a special use permit as provided for in chapter 17.03 Administrative provisions:

~~A. One single-family detached dwelling of permanent character and location. A minimum of 40 acres is required.~~

~~B. General agricultural uses *agriculture*, agricultural animal production, agricultural entertainment, accessory structures related to the agricultural use, and custom animal processing.~~

~~C. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses include community gardens.~~

A.~~D.~~ The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.

~~F. The keeping of bees for agricultural purposes when beehives are setback at minimum of 200 feet from CR, E, R, and SPR zones and occupied residential uses within the premises, and 50 feet from any shared access easement or public right-of-way.~~

B.~~G.~~ Civic uses including:

1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
2. Helipads and heliports for use only by medical evacuation transport services. Any other use is prohibited.
3. *Primary, secondary, and post-secondary schools, private or public.* ~~Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. Student residential and boarding accommodations are prohibited.~~
4. Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.
5. *Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.*

C. ~~H.~~ Cemeteries.

D. ~~I.~~ Natural resources river restoration regulated under section 17.12.100.

E. ~~J.~~ Archeological discovery and research sites.

F. ~~K.~~ Growing and preservation of trees and nursery stock.

G. ~~L.~~ Hunting, fishing and skiing lodges wildlife refuges; game farms and public campgrounds;

H. Wild animal keeping.

I. ~~M.~~ Accessory use, buildings, and structures incidental to allowed uses in this section, placed upon the same lot or parcel with the allowed uses, and compliant with section 17.12.045. Accessory dwelling units must conform to section 17.12.046. A principal building may not be required for an accessory structure incidental to the allowed uses on the premises; however, a principal single-family residential dwelling is required for an accessory dwelling to be approved.

17.76.030 Accessory Uses and Structures

Accessory uses, buildings, and structures are considered a permitted use if they are clearly incidental to another permitted use listed in section 17.76.020. The provisions of section 17.12.045 also apply to accessory structures.

17.76.040 Minimum Parcel Area Requirements

No parcel may be less than 1 acre. A minimum of 40 acres is required for a residential use. feet *with an exception for civic uses listed above in consideration with the special use permit.*

17.76.050 Setback Requirements

Minimum building setbacks in the NR zone are: front, 30 feet; rear, 40 feet; and side, 15 feet.

17.76.060 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 35 feet, whichever is higher, except as may be allowed by a ~~variance~~ *special use permit*. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. The height of support structures (towers) for radio, television, other communication antennas, and wind energy turbines is regulated under chapter 17.12 General provisions.

17.76.070 Generator Restrictions

Installation of a generator as a power source is not permitted unless the generator is muffled and installed in a sound-insulated building sufficient in design to maintain compliance with noise regulations in chapter 8.04 Health and safety. Generators that are used solely for power in emergencies or power outages need not be muffled or in a sound-insulated building.

17.76.080 *Home enterprises, including in-home child care, are regulated under chapter 17.12 General Provisions.*

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 09-15-2020 **Estimate of time required:** 0 - 5

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

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

2. **Recommended motion:** Approval

3. **Prepared by:** Ashley Mead

   Department: Community Development **Telephone:** 847-0966

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

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

6. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   _X_ Department Head Department Name: Community Development

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 21

Storey County Community Development

110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

September 8, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 15, 2020** COMMISSIONERS Consent Agenda:

LICENSING BOARD
SECOND READINGS:

A. **Lawson Drayage, Inc.** – General/ 1280 Electric Ave ~ Sparks, NV
B. **Martin Bauer Inc.** – General / 625 Waltham Way Ste. 101 ~ Sparks, NV
C. **Monster Tree Service of Greater Reno** – Out of County / 4850 Bryce Dr. ~ Carson City, NV
D. **N D I Plumbing Inc** – Contractor / 39 Glen Carran Circle ~ Sparks, NV
E. **Shaheen Beauchamp Builders, LLC** – Contractor / 318 N. Carson St. Ste. 202 ~ Carson City, NV
F. **Stealth Finishing, LLC** – General / 1335 Alexandria Ct. ~ McCarran, NV
G. **Schenker, Inc.** – General / 3300 Waltham Way, Ste. 106 ~ McCarran, NV

Ec: Community Development
Commissioner's Office
Planning Department
Comptroller's Office
Sheriff's Office