



STOREY COUNTY COMMISSION MEETING

TUESDAY, JULY 16th, 2013 2:00 P.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

BILL SJOVANGEN
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

MARSHALL MCBRIDE
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA DU FRESNE
CLERK-TREASURER

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

1. CALL TO ORDER AT 2:00 P.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for July 16, 2013

CONSENT 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. The Commission Chair reserves the right to limit the time allotted for each individual to speak.)

1. Claims - For possible action approval of Payroll Check date 7/05/13 for \$464,574.42, Accounts Payable date 06/27/13 for \$68,306.50, 6/28/13 for \$140,420.88 and 07/01/13 for \$398,399.85
2. Possible approval of Treasurer Report for June 2013
3. For possible action approval and acceptance of 2013 Community Development Block Grant (CDBG) Award in the amount of \$63,150.00 and authorization or Cherie Nevin and/or Jessica Fain to sign grant award and all associated grant documentation.

4. For possible action approval and acceptance of 2013/2014 Community Development Block Grant (CDBG) Program Sub-recipient Agreement between Storey County and the Nevada Rural Counties Retired Senior Volunteer Program (RSVP), Inc.

5. For possible action approval of Licensing Board First Reading:

- A. SUSAN NEELEY - HB / 1011 Cour de la Celedon (health care consultant)
- B. AMPLUS, LLC - General / 3033 Waltham Way (precious metals recovery) TRI
- C. LONE ELK GALLERY - HB / 340 Prospector Road (artistic / graphic materials)
- D. ROCKY MOUNTAIN CONSTRUCTION - Contractor / 16470 Snow Flower Dr ~ Reno (Gen. Cont.)

END OF CONSENT AGENDA

6. DISCUSSION (No Action): Committee/Staff Reports

7. DISCUSSION (No Action): Mike Kazmierski - President and CEO of the Economic Development Authority of Western Nevada (EDAWN) providing an end of year update on economic development activities in our County and region.

8. DISCUSSION/POSSIBLE ACTION: Appoint one member to the Nevada Land Management Task Force pursuant to Assembly Bill 227.

9. DISCUSSION (No Action): The "Jeep Posse" is requesting for a, NP status, Business Licenses and Liquor Licenses.

10. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 13-378 Setting of Salaries (Updated COLA verbiage to reflect new CBA terms)

11. DISCUSSION/POSSIBLE ACTION: Approval of Resolution 13-380 honoring Dianne Stewart

12. DISCUSSION/POSSIBLE ACTION: First reading of Ordinance 13-251 an ordinance amending Storey County Code by adding section 2.04.12 to provide for rules of decorum at board of county commissioner's meetings and providing for other properly related matters.

COMMUNITY DEVELOPMENT AND PLANNING

1. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- A. A B CUSTOM WOODWORKING - General / 200 Canyon Way (cabinetry) RD
- B. UPRISING PARAGLIDING - Home Business / 240 Vermillion (recordkeeping only)VCH
- C. NEVADA DISTRIBUTION SERVICES, LLC - General / 625 Waltham Way #103/104 TRI
(public warehouse and distribution)
- D. SCHWABE NORTH AMERICA, INC. - General / 2777 USA Pkwy #106 TRI
(distribution center for dietary supplements)
- E. VIRGINIA CITY KETTLE CORN DEPOT - General / 188 South C Street VC
(make and sell kettle corn)
- E. BATTLE BORN MUNITIONS, INC. - General / 625 Waltham Way TRI
(import and distribute firearms and ammunition)

2. PUBLIC COMMENT (No Action)

3. BOARD COMMENT

4. ADJOURNMENT

NOTICE:

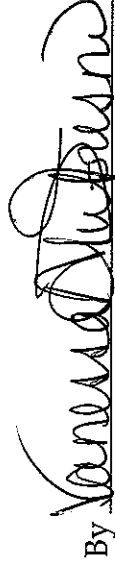
- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item 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.

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.

In accordance with Federal law and U.S. Department of agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of civil rights, 1400 Independence avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or 202-6382 (TDD). USDA is an equal opportunity provider, employer, and lender. The TTY, VCO voice carry over) or HCO hearing carry over) number is 800-326-6868; voice only 800-326-6868. Check the customer Guide section of your telephone book under Services for Individuals with a Hearing or Speech Disability.

CERTIFICATION OF POSTING

I, Vanessa DuFresne, 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 July 9, 2013; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By 
Vanessa DuFresne, Clerk-Treasurer

Claims

14

Payroll Groups: 1 2 3 4 5 6 7 8

Rept: PR0510A
Run: 07/02/13 08:51:05
Payroll Type: Regular
Check Date: 07/05/13
Period-end Date: 06/30/13
STORY COUNTY PAYROLL SYSTEM
Check Register
Amount

Total User Transfer for EFTPS: 49,987.77
Total Deductor Checks: 176,724.83
Total Employee Checks: 3,335.37
Total Employee Direct Deposit: 221,421.99
Total Employee Deductions Transferred on Dir Dep File: 3,936.84
Total User Transfer to Deductor: 9,164.62
Total Disbursed: 464,571.42

Approved by the Storey County Board of Commissioners:

CHAIRMAN
COMMISSIONER
COMMISSIONER
COMPTROLLER
TREASURER

Report No: P51390
Run Date : 06/27/13

CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

75925	2013	10025	GIBBONS, JOE	30.00	30.00	REIMBURSE FOR CERT	REPLACES CK 74412	DESCRIPTION
2013	10026	10026		54.39		CFOA COFFEE BASKET		
2013	10026	10026		112.36		TRAVEL		
2013	10026	10026	BANK OF AMERICA	109.75		REIMBURSE COUNTY		
75926	2013	10026	#2704	276.50	276.50	TRAVEL		
2013	10027	10027	COMSTOCK MINING INC	68,000.00	68,000.00	342 PETELUMA BOND	6/28/13	
75927	2013	10027						

TYPED CHECKS TOTAL

68,306.50

STOREY COUNTY
TYPED CHECKS REGISTER

CHECK CHECK
TOTAL DATE

INVOICE#

DESCRIPTION

WA

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER	_____
TREASURER	_____
CHAIRMAN	_____
COMMISSIONER	_____
COMMISSIONER	_____

Report No: PH1315
Run Date : 06/27/13

STOREY COUNTY
CHECK REGISTER 7/01/13

Page 1

NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
75920	AMERITAS LIFE INS CORP	HEALTH INS		7/01/13	65549	200.92	200.92
75921	INGALLS & ASSOCIATES, LLC			7/01/13	65551	316,422.06	
		POLICY-NPAIP 201314		7/01/13	65550	6,540.76	
		PLC4760156		7/01/13	65551	16,108.00	
75922	PREMIER ACCESS			7/01/13	65548	639.76	339,070.82
75923	SAINT MARYS PREFERRED HEA	HEALTH INS		7/01/13	65547	8,488.35	639.76
75924	VIRGINIA CITY HIGHLANDS	HEALTH INS		7/01/13	65553	50,000.00	8,488.35
		HOUSE & STATION		7/01/13			50,000.00
							398,399.85
							CHECKS TOTAL

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 398,399.85 CHECK DATE 7/01/13

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK
75806	BAUER COMPRESSORS INC	MILES CONST MEETING		6/28/13	65421	44.53	2,269.88
75807	BENDER, DEBORAH	ANNUAL COMPRESSOR SVC		6/28/13	65439	1,180.00	1,180.00
75808	BERRY ENTERPRISES	JUNE 6-19, 2013		6/28/13	65449	75.00	75.00
75809	BURGAREILLO ALARM INC	VHF ANTENNA KIT		6/28/13	65440	102.00	102.00
75810	BURRELL, KARLA L	GARNISHMENT DISBURSE		6/28/13	65420	147.00	147.00
75811	BURRELL, KODY	STATE OF NV VS. HESS		6/28/13	65515	75.00	75.00
75812	BURRELL, SCOTT L	6/28/13 65517 6/28/13 65517 6/28/13 65517 6/28/13 65517 6/28/13 65517		6/28/13	65517	20.16 20.16 20.16 25.00 25.00	90.32
75813	BURRELL, SCOTT LEWIS	STATE OF NV VS HESS		6/28/13	65516	75.00	75.00
75814	BUSH, JOHN	JUNE 6-19, 2013		6/28/13	65456 6/28/13 65456 6/28/13 65456	48.00 14.00 644.00	706.00
75815	BUSINESS & PROFESSIONAL	RESERVED 6/14/2013		6/28/13	65530	100.00	100.00
75816	CAMPBELL, STEWART A	GARNISHMENT DISBURSE GARNISHMENT DISBURS GARNISHMENT DISBURSE GARNISHMENT DISBURSE 6/19/13- 6/29/13		6/28/13 6/28/13 6/28/13 6/28/13 6/28/13	65419 65419 65419 65419 65473	21.75 149.74 301.10 331.43 500.00	804.02
75817	CAPITAL CITY AUTO PARTS			6/28/13	65490	70.53	500.00
75818	CAPITAL SANITATION CO	FLEXFORM COOL,HOSE REDUCR		6/28/13	65491	290.62	70.53
75819	CAPITOL REPORTERS	CUST:VC OYSTERS COOK-OFF		6/28/13	65528	270.65	561.27
75820	CARSON SMALL ENGINES	TRANSCRIPT OF HESS HNGS		6/28/13	65486	340.00	340.00
75821	CELLCO PARTNERSHIP	2 CYCLE OIL POLE SAW, BACKPAK BLOWER		6/28/13 6/28/13	65491 65491	30.24 1,109.94	1,140.18
75822	CFOA	ACCT 472264312 MIKE JOHN ACCT#772263062 KEENER/FLETCHER 972520095-00001 AIRCARD		6/28/13 6/28/13 6/28/13 6/28/13	65476 65476 65514 65527	40.01 40.01 174.19 5.02	380.83
75823	COCKERILL, CHARLES P	J CHAPMAN		6/28/13	65538	150.00	150.00
75824	COLLECTION SERVICE OF NEV	OSBRN,AFCSME,NEGOTIATIONS		6/28/13	65422	1,350.00	1,350.00
75825	COMMUNITY CHEST INC	GARNISHMENT DISBURSE		6/28/13	65483	506.40	506.40

TOTAL
CHECK

Page 3

NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
75846	HISTORIC FOURTH WARD SCHO	PATENTS / BLM		6/28/13	65534	1,388.40	1,596.40
75847	HOME DEPOT CREDIT SERVICE	JUNE 6-19, 2013		6/28/13	65450	234.50	260.50
75848	IMAGE PERSPECTIVES	PAINT REMVR,GFI OUTLET		6/28/13	65497	103.13	
		ST 3 MT STUDSOLVER		6/28/13	65497	31.96	
		TRI-COUPLING,FILTER		6/28/13	65497	34.80	
		DUPLEX OUTLET, DEEP CLR CO		6/28/13	65497	49.82	
		POOL-LEAKSEAL,UNT TAP		6/28/13	65497	57.90	
		FLOOR CLEANER,TOILET CLNR		6/28/13	65497	59.20	
		POOL-MOP, BRM, VENT		6/28/13	65497	134.08	
		TRI-PVC UNION,SOILSCOOP		6/28/13	65497	34.63	
		TRI-PVC 90, ADPTR,BUSHING		6/28/13	65497	7.60	
		POOL-SPRAYPAINT,GLAS TILE		6/28/13	65497	39.26	
		STR LIGHT REPAIR		6/28/13	65497	17.52	
		POOL-REBOARD,HOOKS		6/28/13	65497	23.09	
		POOL-SHELF, STUDSOLVER		6/28/13	65497	68.30	
		POOL-CONT PAPER, CONDUIT		6/28/13	65497	277.53	
75849	IRON MOUNTAIN INFO MGT IN	MOULAGE MAKEUP		6/28/13	65477	600.00	600.00
75850	ITI SOURCE LLC	MT147 JUNE 2013		6/28/13	65536	346.30	346.30
75851	JBK LLC	POWER SUPPLY		6/28/13	65425	79.29	79.29
		E-174 RADIO		6/28/13	65442	114.95	
75852	JONES WEST FORD	U-75 LAMP		6/28/13	65442	53.25	168.20
75853	JUDGE EDWARD R JOHNSON	FIRE R71-FUEL IN COOLANT		6/28/13	65499	115.00	115.00
75854	UWC ENVIRONMENTAL	SCREEN, SEGMENT 6MM		6/28/13	65518	952.10	952.10
75855	KIRCHNER, PENNELOPE & CHRI	SCREEN, SEGMENT 6MM		6/28/13	65500	3,095.00	3,095.00
75856	KOCH, HARRY J	JUNE 6-19, 2013		6/28/13	65454	1.00	
		6/28/13		6/28/13	65454	1.026.00	
		6/28/13		6/28/13	65454	18.00	
		6/28/13		6/28/13	65454	22.00	
75857	LANTIS PRODUCTIONS INC	EYE FLUSH		6/28/13	65431	160.00	160.00
75858	LEE JOSEPH INC	FIREWORKS FINAL PAYMENT		6/28/13	65533	6,500.00	6,500.00
75859	LIQUID BLUE EVENTS LLC	POOL PRESSURE GAUGE 50 LB		6/28/13	65501	19.99	19.99
75860	LONG, MICHAEL	WINE WALK BANNERS		6/28/13	65463	161.59	
		MEMORIAL DAY WINE WALK		6/28/13	65463	596.46	
		JULY RETAINER		6/28/13	65463	1,500.00	
75861	LYON CO COMPTROLLER			6/28/13	65544	42.14	42.14
75862	MAATIALA, MARGARAT F	ANIMAL SHELTER/LAST ONE		6/28/13	65415	310.00	310.00
		6/28/13		6/28/13	65465	30.00	
		6/28/13		6/28/13	65465	30.00	

Page 5

NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
75873	NORTH LAKE TAHOE FIRE	VERINGTON RESOLUTION 13-2		6/28/13	65478	20.26	20.26
75874	NORTON CONSULTING LLC	18 ADULT AND 5 PEDIATRIC		6/28/13	65529	953.00	953.00
75875	OFFICE DEPOT INC	CH- TRAFFIC PAINT		6/28/13	65508	144.80	144.80
75876	PARRISH, JOHN S	STAPLES		6/28/13	65436	3.15	245.55
75877	PEDLEY KNOWLES & COMPANY	PAPER/STAMP/NOTES		6/28/13	65436	242.40	585.00
75878	PERSONNEL EVALUATION INC	DIGITAL MAP PLOTTING		6/28/13	65539	585.00	74.00
75879	PETRINI, ANGELO D	REPLACE COVER GAS MONITOR		6/28/13	65408	74.00	5.00
75880	PITNEY BOWES INC	PALMER/KRAIG		6/28/13	65484	5.00	230.00
75881	POULIN, CHRIS	JUNE 6-19, 2013		6/28/13	65448	230.00	126.42
75882	PURCELL TIRE & RUBBER CO	LEASE APR-JN COMM OFFICE		6/28/13	65427	126.42	240.00
75883	PURCHASE POWER	WINDOW CLEANING		6/28/13	65447	240.00	4,114.40
75884	QUEST DIAGNOSTICS	JD GRADER TIRES (6)		6/28/13	65505	4,114.40	1,900.00
75885	RADFORD, SANDRA M	METER REFILL 16016693		6/28/13	65541	1,900.00	56.05
75886	REMAX REALTY AFFILIATES	5/09/13 LAV		6/28/13	65480	29.89	55.25
75887	RENO GREEN LANDSCAPING IN	5/23/13 LAV		6/28/13	65480	26.16	51.82
75888	ROADPOST USA INC	JUNE 6-19, 2013		6/28/13	65455	2.25	373.00
75889	ROADSHOWS INC	MONTHLY MAINTENANCE		6/28/13	65507	373.00	51.00
75890	SBC GLOBAL SERVICES IN LD	651478609		6/28/13	65410	51.82	2,763.12
75891	SHOAF, BRIAN ALLEN	CHILI CROFF T'S & APRONS		6/28/13	65522	2,763.12	5,324.16
75892	SIERRA PACIFIC POWER CO	4TH JULY T-SHIRTS		6/28/13	65522	2,561.04	31.60
		VC TOURISM		6/28/13	65466	31.60	51.00
		JUNE 6-19, 2013		6/28/13	65457	51.00	40.46
		130 TOLL RD		6/28/13	65537	40.46	281.28
		431 CANYON WY SPARKS ST 4		6/28/13	65537	281.28	101.22
		2612 CARTWRIGHT RESIDENCE		6/28/13	65537	101.22	276.91
		2610 CARTWRIGHT FIREHSE		6/28/13	65537	276.91	112.00
		145 N C ST UNIT		6/28/13	65537	112.00	126.42
		110 TOLL RD BLDG		6/28/13	65537	126.42	236.07
		100 TOLL RD		6/28/13	65537	236.07	89.60
		201 S C STR DA		6/28/13	65537	89.60	105.63
		203 S C ST SO		6/28/13	65537	105.63	83.69
		205 S C ST SO		6/28/13	65537	83.69	10.95
		911 US HWY 341 JAIL		6/28/13	65537	10.95	

Page 7

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
TRI-VENTURES INC					293.96
POST POW WOW FAM		6/28/13	65467	269.00	
TRUCKEE MEADOWS WATER SYS					269.00
UNIFORMITY OF NEVADA LLC					234.00
LARIVEE COLLAR BRASS		6/28/13	65445	12.25	
NAME PINS NEW HIRE		6/28/13	65417	41.00	
NAME PINS NEW HIRE		6/28/13	65417	20.50	
UNITED SITE SERVICES OF N					73.75
EMERG MINER PARK FACILITY		6/28/13	65472	105.22	
PORTABLE RESTROOM		6/28/13	65510	260.27	
COPIER LEASE ACCT-842499		6/28/13	65430	104.00	
US BANCORP EQUIPMENT FINA					469.49
US POSTOFFICE (VC)					3,671.01
USRELAY CORP					58.00
WEB CAM HOSTING		6/28/13	65468	312.70	
4TH OF JULY EVENT		6/28/13	65464	2,500.00	
VIRGINIA & TRUCKEE RR CO					2,500.00
JUNE 6-19, 2013		6/28/13	65462	8.00	
6/28/13		6/28/13	65462	472.00	
6/28/13		6/28/13	65462	4,584.00	
JUNE 1,2,7,8,9,14,15 & 16		6/28/13	65471	1,650.00	
JUNE 6, 2013		6/28/13	65471	225.00	
JUNE 6-19, 2013 VC FAM		6/28/13	65471	2.00	
6/28/13		6/28/13	65471	164.00	
6/28/13		6/28/13	65471	1,940.00	
6/28/13		6/28/13	65471	130.00	
WEDCO INC					4,111.00
WESTERN ENVIRONMENTAL LAB					21.60
WESTERN NEVADA SUPPLY CO					145.00
WESTNBT NEVADA LLC					53.77
WOOD, CORLISS					63.53
CARD 7/12/13		6/28/13	65412	.00	
P. GILMORE DOCCENT EXP		6/28/13	65525	43.53	
P. GILMORE TRADE SHOW EXP		6/28/13	65525	20.00	
CHECKS TOTAL					140,420.88

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 140,420.88 CHECK DATE 6/28/13

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Treasurer Report

STOREY COUNTY TREASURER
TREASURER'S ACCOUNTING
MONTHLY BALANCING SHEET
FOR 06/2013

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
191 WELLS PARKO MONEY MARKET	7,139,242.26	.00	.00	.00	.00	.00	.00	7,139,242.26
194 DISTRICT COURT HOLDING	5,147.99	.00	.00	.00	.00	.00	.00	5,147.99
800 UNSECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
900 SECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
192 HEALTH INSURANCE	1,924.90	.00	.00	.00	.00	.00	.00	1,924.90
193 CITY NATIONAL CDS	.00	.00	.00	.00	.00	.00	.00	.00
195 CASH IN BANK	547,203.31	.00	406,560.46	534,587.20	812,887.23	64.51	.00	393,773.17
196 STATE LGIP ACCOUNT	6,175,847.71	.00	.00	.00	.00	.00	.00	6,175,847.71
197 BUSINESS BANK CCARDS	.00	.00	.00	.00	.00	.00	.00	.00
198 B OF A PROPERTY SALES	.00	.00	.00	.00	.00	.00	.00	.00
199 WELLS PARKO CC ACCOUNT	6,516,243.27	.00	419,043.27	.00	.00	.00	.00	6,935,287.10
901 OLD COINS	439.30	.00	.00	.00	.00	.00	.00	439.30
903 PETTY CASH	1,100.00	.00	.00	.00	.00	.00	.00	1,100.00
904 PETTY CASH SHERIFF	2,000.00	.00	.00	.00	.00	.00	.00	2,000.00
905 PETTY CASH ASSESSOR	200.00	.00	.00	.00	.00	.00	.00	200.00
001 GENERAL	8,237,542.11	.00	389,497.63	165,741.82	461,014.94	.00	.00	8,000,282.98
010 INDIGENT MEDICAL	559,238.80	.00	85.17	105.90	.00	.00	.00	559,218.07
015 INDIGENT ASSISTANCE - TAX	.00	.00	.00	.00	.00	.00	.00	.00
020 ROADS	1,212,138.54	.00	49,613.86	90,961.39	31,468.32	.00	.00	1,139,322.69
024 RESTITUTION	15.00	.00	.00	.00	.00	.00	.00	15.00
030 FIRE	1,281.64	.00	156,993.42	41,228.67	219,960.38	.00	.00	105,477.27
035 FIRE EMERGENCY	204,336.90	.00	.00	.00	.00	.00	.00	204,336.90
040 FIRE DISTRICT	734,223.41	.00	779.74	8,813.56	24,766.18	.00	.00	701,423.41
050 SERVICE	95,390.59	.00	.00	.00	.00	.00	.00	95,390.59
060 EQUIPMENT ACQUISITION	135,621.21	.00	362.49	.00	.00	.00	.00	135,983.70
070 CAPITAL PROJECTS	350,802.80	.00	.00	.00	.00	.00	.00	350,802.80
080 INFRASTRUCTURE FUND	1,874,093.49	.00	20,223.76	.00	.00	.00	.00	1,894,317.25
090 WATER SYSTEM	1,030,033.46	.00	44,774.44	3,443.44	8,688.10	.00	.00	1,062,676.36
100 STABILIZATION	1,000,000.00	.00	.00	.00	.00	.00	.00	1,000,000.00
110 TOWN OF GOLD HILL	12,016.83	.00	.00	178.37	.00	.00	.00	11,838.46
120 TOWN OF VIRGINIA CITY	104,464.28	.00	.00	2,170.53	.00	.00	.00	102,293.75
130 VIRGINIA DIVIDE SEWER	180,935.65	.00	18,224.07	9,932.32	8,033.97	.00	.00	181,193.43
140 DRUG COURT	8,453.00	.00	70.00	.00	.00	.00	.00	8,523.00
150 SCHOOL	18,101.17	.00	5,418.19	18,417.65	.00	.00	.00	5,101.71
160 SCHOOL DEBT	3,395.31	.00	1,045.63	3,455.80	.00	.00	.00	985.14
165 TECHNOLOGY FUND	153,823.52	.00	999.65	.00	.00	.00	.00	154,823.17
170 STATE	76,985.97	.00	31,501.78	30,024.57	.00	.00	.00	78,463.18
175 FAIR & RECREATION BOARD	27,242.34	.00	.00	.00	.00	.00	.00	27,242.34
180 DISTRICT COURT	25,590.66	.00	734.00	.00	.00	.00	.00	26,324.66
185 INDIGENT ACCIDENT	15,055.93	.00	107.86	.00	.00	.00	.00	15,163.79
187 JUSTICE COURT FUND	37,570.90	.00	341.00	.00	.00	.00	.00	37,911.90
189 TRI NET	.00	.00	.00	.00	.00	.00	.00	.00
190 PARK FUND	6,272.22	.00	.00	.00	.00	.00	.00	6,272.22
200 TRI PAYBACK	2,109,582.48	.00	311.29	.00	.00	.00	.00	2,109,893.77
206 FEDERAL GRANTS	169,299.13	.00	15,544.09	80,320.62	.00	.00	.00	104,522.60
210 SHERIFF'S JAIL BLDG FUND	8,643.56	.00	4,077.54	7,000.98	40,843.71	.00	.00	52,410.71
220 VC RAIL PROJECT	1,376,570.39	.00	.00	.00	.00	.00	.00	1,376,570.39
230 VC TOURISM COMMISSION	636,628.61	.00	84,898.12	72,791.58	18,111.63	64.51	.00	630,559.01
TOTAL ALL FUNDS	20,385,499.50	825,603.73	534,587.20	812,887.23	64.51	.00	.00	19,863,564.29

Page 1

Report No: BR1750
Run Date : 07/09/13 Run Time : 15:32:30
STORY COUNTY
TREASURER'S ACCOUNTING
Outstanding checks
From Check# 1 Through 999999
From 0/00/00 - 6/30/13
Amount

TP Check #	Bank Seq	Person #	Vendor/Employee Name	Check Date	Amount
CC 75796	195	00	ADVANCED CHECK CASHING &	6/28/13	77.22
CC 75899	195	00	ST CO AMBULANCE	6/28/13	1,485.93
CK 59139	195	00	GBS PARTNERS LLC	12/18/07	17.85
CK 59820	195	00	COUNTYWIDE HOME LOANS	3/18/08	247.00
CK 60433	195	00	KEVIN T DALEY	5/19/08	25.00
CK 60831	195	00	BUCKWALTER, ERICH	7/01/08	5.98
CK 60895	195	00	PUTT, KRISTINA	7/01/08	7.33
CK 62635	195	00	UEHLING, CLARK	1/16/09	25.94
CK 65338	195	00	LUDWIG, DESIREE	11/20/09	48.46
CK 66214	195	00	FULPER, GRUNDY, BEAD, PTR	3/12/10	180.93
CK 67653	195	00	DIXON, SHANE	8/27/10	12.86
CK 69427	195	00	DECARRET, BRUCE	4/21/11	20.00
CK 70963	195	00	NEVADA LEGAL SERVICE INC	11/04/11	32.00
CK 72998	195	00	AMERIGAS PROPANE LP	8/10/12	9.99
CK 74064	195	00	HAFNER, DORIS	11/30/12	3.85
CK 74282	195	00	BI STATE PROPANE (CC)	1/03/13	237.22
CK 74515	195	00	CRESTA, OCTAVIO A	1/25/13	33.00
CK 74527	195	00	HEMMASI, RENEE	1/25/13	75.00
CK 74821	195	00	SMITH POWER PRODUCTS INC	2/22/13	103.76
CK 75106	195	00	CUNEO, ANNE-MARIE	4/05/13	100.00
CK 75151	195	00	RADFORD, SANDRA M	4/05/13	92.50
CK 75335	195	00	CROWLEY, MARTIN	5/03/13	2,500.00
CK 75347	195	00	HEMMASI, RENEE	5/03/13	150.00
CK 75373	195	00	PANTICARO, JOE AND	5/03/13	1,628.92
CK 75500	195	00	PANTICARO, JOE AND	5/17/13	540.00
CK 75595	195	00	ITP LLC	5/31/13	10,000.00
CK 75607	195	00	MIGAN, TAMARA	5/31/13	31.94
CK 75621	195	00	RADFORD, SANDRA M	5/31/13	65.00
CK 75652	195	00	WESTNET, NEVADA LLC	5/31/13	899.00
CK 75662	195	00	BANK OF AMERICA	6/14/13	3,541.49
CK 75671	195	00	BENDER, DEBORAH	6/14/13	180.00
CK 75681	195	00	CHANDLER, ROBERT C	6/14/13	2,553.60
CK 75731	195	00	NEV DIV OF HEALTH	6/14/13	105.00
CK 75734	195	00	NEVADA ASSOC OF COUNTY EL	6/14/13	70.00
CK 75736	195	00	NEVADA COMMISSION FOR THE	6/14/13	60.00
CK 75755	195	00	RADFORD, SANDRA M	6/14/13	55.25
CK 75781	195	00	THE TOMBSSTONE COWBOYS	6/14/13	946.00
CK 75783	195	00	VIRGINIA & TRUCKEE RR CO	6/14/13	3,634.00
CK 75792	195	00	WILCOMB, KEVIN SCOTT	6/14/13	100.00
CK 75797	195	00	ADVANCED DATA SYSTEMS INC	6/28/13	8,195.00
CK 75799	195	00	AIRGAS NCN INC	6/28/13	113.89
CK 75800	195	00	ALSCO INC	6/28/13	161.04
CK 75801	195	00	ARC HEALTH AND WELLNESS	6/28/13	257.98
CK 75802	195	00	AT&T TELECONFERENCE SERVI	6/28/13	17.72
CK 75803	195	00	BAKER, NANCY SUE	6/28/13	1,340.00
CK 75804	195	00	BALBOA CAPITAL CORP	6/28/13	368.52
CK 75805	195	00	BANK OF AMERICA #2704	6/28/13	2,269.88
CK 75806	195	00	BAUER COMPRESSORS INC	6/28/13	1,180.00
CK 75807	195	00	BENDER, DEBORAH	6/28/13	75.00
CK 75808	195	00	BERRY ENTERPRISES	6/28/13	102.00
CK 75809	195	00	BURGARELLO ALARM INC	6/28/13	147.00

Report No: BR1750 Run Date : 07/09/13 Run Time : 15:32:30
 STOREY COUNTY TREASURER'S ACCOUNTING
 Outstanding Checks
 From Check# 1 Through 999999
 From 0/00/00 - 6/30/13
 Amount

TP Check #	Bank	Seg	Person #	Vendor/Employee Name	Check Date	Amount
CK 75810	195	00	404200	BURRELL, KARLA L	6/28/13	75.00
CK 75811	195	00	404161	BURRELL, KODY	6/28/13	90.32
CK 75812	195	00	404199	BURRELL, SCOTT L	6/28/13	75.00
CK 75813	195	00	403671	BURRELL, SCOTT L	6/28/13	706.00
CK 75814	195	00	404203	BUSH, JOHN	6/28/13	100.00
CK 75815	195	00	100463	BUSINESS & PROFESSIONAL	6/28/13	100.00
CK 75816	195	00	404190	CAMPBELL, STEWART A	6/28/13	500.00
CK 75817	195	00	100475	CAPITAL CITY AUTO PARTS	6/28/13	70.53
CK 75818	195	00	404206	CAPITAL SANITATION CO	6/28/13	561.27
CK 75819	195	00	100486	CAPITOL REPORTERS	6/28/13	340.00
CK 75820	195	00	100555	CARSON SMALL ENGINES	6/28/13	1,140.18
CK 75821	195	00	403268	CELCO PARTNERSHIP	6/28/13	380.83
CK 75822	195	00	100670	CFOA	6/28/13	150.00
CK 75823	195	00	403827	COCKERILL, CHARLES P	6/28/13	1,350.00
CK 75824	195	00	403822	COLLECTION SERVICE OF NEW	6/28/13	506.40
CK 75825	195	00	100655	COMMUNITY CHEST INC	6/28/13	4,388.23
CK 75826	195	00	99652	COMSTOCK CHRONICLE (VC)	6/28/13	302.25
CK 75827	195	00	403985	COMSTOCK PARK CO	6/28/13	100.00
CK 75828	195	00	100020	COSTCO HSBG BUS SOLUTIONS	6/28/13	128.88
CK 75829	195	00	403928	CRESTA, OCTAVIO A	6/28/13	384.00
CK 75830	195	00	403323	DARJA IMAGE SYSTEMS LTD	6/28/13	640.00
CK 75831	195	00	404113	DANIELS, ANNETTE	6/28/13	250.00
CK 75832	195	00	404100	DELCARLO, LINDA	6/28/13	60.00
CK 75833	195	00	403825	DEUCE NINE LLC	6/28/13	445.00
CK 75834	195	00	403539	DOTSON, DENY	6/28/13	75.56
CK 75835	195	00	403835	EWING IRRIGATION PRODUCTS	6/28/13	86.71
CK 75836	195	00	103178	FALTON HEATING & AIR	6/28/13	223.00
CK 75837	195	00	403975	FERRILLGAS LP	6/28/13	525.96
CK 75838	195	00	403932	FLYERS ENERGY LLC	6/28/13	10,418.15
CK 75839	195	00	404198	FORD, MICHAEL	6/28/13	2,271.28
CK 75840	195	00	403163	FOX PERFORMANCE INC	6/28/13	2,271.28
CK 75841	195	00	404205	FRIEDMAN, TORY	6/28/13	500.00
CK 75842	195	00	403082	GALLAGHER, HUGH III	6/28/13	1,223.34
CK 75843	195	00	103367	GLOBAL TOWER LLC	6/28/13	500.00
CK 75844	195	00	403383	H.A.W.C. INC	6/28/13	31.30
CK 75845	195	00	100984	HIGH DESERT MICROWIMAGING	6/28/13	1,596.40
CK 75846	195	00	100826	HISTORIC FOURTH WARD SCH	6/28/13	260.50
CK 75847	195	00	100889	HOME DEPOT CREDIT SERVICE	6/28/13	938.82
CK 75848	195	00	404201	IMAGE PERSPECTIVES	6/28/13	600.00
CK 75849	195	00	100885	IRON MOUNTAIN INFO MGT IN	6/28/13	346.30
CK 75850	195	00	403834	ITI SOURCE LLC	6/28/13	79.29
CK 75851	195	00	103317	JBP LLC	6/28/13	168.20
CK 75852	195	00	100995	JONES WEST FORD	6/28/13	115.00
CK 75853	195	00	103057	JUDGE EDWARD R JOHNSON	6/28/13	952.10
CK 75854	195	00	403026	JWC ENVIRONMENTAL	6/28/13	3,095.00
CK 75855	195	00	403898	KIECHLER, PENNELOPE & CHRI	6/28/13	1,067.00
CK 75856	195	00	404193	KOCH, HARRY J	6/28/13	160.00
CK 75857	195	00	404186	LANITIS PRODUCTIONS INC	6/28/13	6,500.00
CK 75858	195	00	101775	LEE JOSEPH INC	6/28/13	2,258.05
CK 75859	195	00	404102	LIQUID BLUE EVENTS LLC	6/28/13	19.99
CK 75860	195	00	404204	LONG, MICHAEL	6/28/13	42.14
CK 75861	195	00	102751	LYON CO COMPTROLLER	6/28/13	310.00
CK 75862	195	00	403896	MARTALA, MARGARAT F	6/28/13	120.00
CK 75863	195	00	403032	MCCAIN, JENNIFER	6/28/13	118.82

Report No: BR1750 Run Date : 07/09/13 Run Time : 15:32:30
 STOREY COUNTY TREASURER'S ACCOUNTING
 Outstanding Checks
 From Check# 1 Through 999999
 From 0/00/00 - 6/30/13
 Amount

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	Check Date	Amount
CK	75864	195	404088	METRO OFFICE SOLUTIONS IN	6/28/13	857.35
CK	75865	195	102857	MICHAEL HOHL MOTOR CO	6/28/13	383.16
CK	75866	195	403839	MORRIS, ROBERT T	6/28/13	3,525.00
CK	75867	195	403889	MURPHY, MARGO	6/28/13	40.00
CK	75868	195	100279	NC AUTO PARTS	6/28/13	1,041.30
CK	75869	195	101225	NEV DIV OF FORESTRY	6/28/13	700.00
CK	75870	195	101306	NEV LIBRARY & ARCHIVES	6/28/13	105.00
CK	75871	195	103221	NEV PEKS BENEFIT PROGRAM	6/28/13	15,568.80
CK	75872	195	101256	NEVADA GRAZING BOARD	6/28/13	20.26
CK	75873	195	101354	NORTH LAKE TAHOE FIRE	6/28/13	953.00
CK	75874	195	404163	NORTON CONSULTING LLC	6/28/13	144.80
CK	75875	195	102782	OFFICE DEPOT INC	6/28/13	245.55
CK	75876	195	404156	PARRISH, JOHN S	6/28/13	585.00
CK	75877	195	403371	PEDLEY KNOWLES & COMPANY	6/28/13	5.00
CK	75878	195	404095	PERSONNEL EVALUATION INC	6/28/13	74.00
CK	75879	195	403895	PETRINT, ANGELO D	6/28/13	234.00
CK	75880	195	101434	PITNEY BOWES INC	6/28/13	126.42
CK	75881	195	403874	POULIN, CHRIS	6/28/13	240.00
CK	75882	195	100348	PURCELL, TIRE & RUBBER CO	6/28/13	4,114.40
CK	75883	195	103306	PURCHASE POWER	6/28/13	1,900.00
CK	75884	195	103274	QUEST DIAGNOSTICS	6/28/13	56.05
CK	75885	195	403902	RADFORD, SANDRA M	6/28/13	57.50
CK	75886	195	404202	REMAX REALTY AFFILIATES	6/28/13	100.00
CK	75887	195	403339	RENO GREEN LANDSCAPING IN	6/28/13	373.00
CK	75888	195	403361	ROADPOST USA INC	6/28/13	51.82
CK	75889	195	403621	ROADSHOWS INC	6/28/13	5,324.16
CK	75890	195	103241	SBC GLOBAL SERVICES IN LD	6/28/13	31.60
CK	75891	195	404187	SHOAF, BRIAN ALLEN	6/28/13	51.00
CK	75892	195	101630	SIERA PACIFIC POWER CO	6/28/13	6,642.57
CK	75893	195	103267	SILVER STATE INDUSTRIES	6/28/13	155.00
CK	75894	195	403923	SILVER STATE NATIONAL BEA	6/28/13	150.00
CK	75895	195	403957	SILVERLAND USA INC	6/28/13	1,000.00
CK	75896	195	403480	SLICK INDUSTRIES LLC DBA	6/28/13	82.50
CK	75897	195	403384	SMITHS FOOD & DRUG CENTER	6/28/13	18.55
CK	75898	195	404063	SOCIAL ENTREPRENEURS INC	6/28/13	9,250.48
CK	75900	195	101717	ST CO SCHOOL DISTRICT	6/28/13	250.00
CK	75901	195	403892	SUN PEAK ENTERPRISES	6/28/13	1,618.00
CK	75902	195	403901	THE TOMSTONE COMBOYS	6/28/13	1,510.00
CK	75903	195	100769	THYSSENKRUPP ELEVATOR	6/28/13	724.00
CK	75904	195	403225	TRI GENERAL IMPROVEMENT	6/28/13	293.96
CK	75905	195	403447	TRI-VENTURES INC	6/28/13	269.00
CK	75906	195	402935	TRUCKEE MEADOWS WATER SYS	6/28/13	234.00
CK	75907	195	102962	UNITFORMITY OF NEVADA LLC	6/28/13	73.75
CK	75908	195	403728	UNITED SITE SERVICES OF N	6/28/13	469.49
CK	75909	195	402938	US BANCORP EQUIPMENT FINA	6/28/13	3,671.01
CK	75910	195	101845	US POSTOFFICE (VC)	6/28/13	58.00
CK	75911	195	404175	USREILAY CORP	6/28/13	312.70
CK	75912	195	403983	VCYC	6/28/13	2,500.00
CK	75913	195	403894	VIRGINIA & TRUCKEE RR CO	6/28/13	5,064.00
CK	75914	195	403893	VIRGINIA CITY TOURS INC	6/28/13	4,111.00
CK	75915	195	101809	WEDCO INC	6/28/13	21.60
CK	75916	195	103237	WESTERN ENVIRONMENTAL LAB	6/28/13	145.00
CK	75917	195	101920	WESTERN NEVADA SUPPLY CO	6/28/13	53.77
PR	33719	195	1941	MCCAIN, SAMUAL	6/07/13	40.63

३५

Page

STOREY COUNTY
TREASURER'S ACCOUNTING

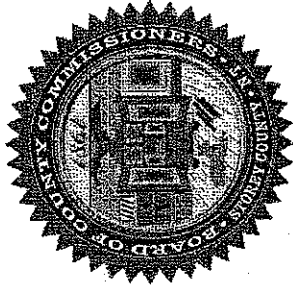
Report No: BR1750
Run Date : 07/09/13
Run Time : 15:32:30

Tr	Check #	Bank Seq	Person #	Vendor/Emp/Employee Name	Check Date	Amount
	From	0/00/00 -			6/30/13	
	Check#	1 Through			999999	
	Outstanding Checks					

PR	33728	195	00	900301	EHP DED/AFIAC 125 PLAN	6/21/13	1,134.89
PR	33729	195	00	900302	EHP DED/AFIAC AFTER TAX	6/21/13	274.49
PR	33733	195	00	900500	OPERATING ENGINEERS NO3	6/21/13	399.00
PR	33734	195	00	900501	FIRE FIGHTER ASSOC #4227	6/21/13	1,125.00
PR	33740	195	00	1941	MCCAIN, SAMUAL	6/21/13	368.11
VP	65511	195	00	1034	WILSON, MICHAEL	6/21/13	354.14
VP	75925	195	00	100383	FIRST AMERICAN TITLE	12/14/09	40.10
VP	75926	195	00	100832	GIBBONS, JOE	6/27/13	30.00
VP	75927	195	00	99766	BANK OF AMERICA	6/27/13	276.50
VP	75927	195	00	404006	COMSTOCK MINING INC	6/27/13	68,000.00
Bank Total: 242,159.08							
Total: 242,159.08							

CDBG Award

CDBG Acceptance and Agreement with RSVP



STOREY COUNTY COMMISSIONERS OFFICE

26 So B Street, PO Box 176
Virginia City, NV 89440
Phone (775) 847-0968 * Fax (775) 847-0949

LETTER OF TRANSMITTAL

To: Vanessa DuFresne Storey County Clerk/Treasurer	From: Cherie Nevin
Date: 7/8/2013 9:52 AM	Re: 2013 CDBG Grant Award Agenda Item Request

Vanessa,

Please add the following items to the Storey County Commissioners Meeting Agenda for July 16, 2013. This item will go under the Consent Agenda

For possible action approval and acceptance of 2013 Community Development Block Grant (CDBG) Award in the amount of \$63,150.00 and authorization for Cherie Nevin and/or Jessica Fain to sign grant award and all associated grant documentation.

For possible action approval and acceptance of 2013/2014 Community Development Block Grant (CDBG) Program Subrecipient Agreement between Storey County and the Nevada Rural Counties Retired Senior Volunteer Program (RSVP), Inc.

I have attached the notice of grant award along with the grant certification and program agreement.

Please feel free to contact me should you have any questions or need anything else.

Thank you!

Cherie M. Nevin

Cherie Nevin
Grants Coordinator

ONE HUNDRED ONE NORTH CARSON STREET
CARSON CITY, NEVADA 89701
OFFICE: (775) 684-5670
FAX NO.: (775) 684-5683



555 EAST WASHINGTON AVENUE, SUITE 5100
LAS VEGAS, NEVADA 89101
OFFICE: (702) 486-2500
FAX NO.: (702) 486-2505

Office of the Governor

July 2, 2013

Mr. Bill Sjovangen, Chair
Storey County Board of Commissioners
26 B Street
Virginia City, NV 89440

Dear Chairman Sjovangen:

I am pleased to award \$63,150 from the Nevada Community Development Block Grant (CDBG) Program to Storey County. These funds will be used by the RSVP Rural Senior Transportation Program.

Recently, rural communities submitted 29 applications requesting \$3,334,324 in funding from the CDBG program. With only \$2,521,484 available, 22 of the projects were recommended for funding.

Since 1982, CDBG funds have proven beneficial to communities throughout the state. Nevada's rural counties and small cities have been able to improve their quality of life by upgrading infrastructure, constructing facilities, and promoting economic development. Your project continues the worthwhile utilization of CDBG funds.

A staff member from the CDBG program will contact you soon to provide information on proceeding with this grant.

I wish you success with this project, which I know will benefit the senior citizens of Storey County and rural Nevada.

Sincere regards,

Congratulations!

Brian Sandoval
BRIAN SANDOVAL
Governor

Nevada Governor's Office of

ECONOMIC DEVELOPMENT

808 West Nye Lane, Carson City, NV 89703
775.687.9900 • www.adversitynevada.com

June 28, 2013

Mr. Bill Sjovangen, Chair
Storey County Board of Commissioners
26 B Street
Virginia City, NV 89440

Dear Chairman Sjovangen:

We are pleased to award a \$63,150 grant from the Nevada Community Development Block Grant (CDBG) Program to Storey County to be used by the RSVP Rural Senior Transportation Program.

Enclosed are the Grant Award documents, a sample Certification Letter, and a letter from the Governor of the State of Nevada regarding your grant.

Please sign the original and conformation copy of the Grant Award and prepare a Certification Letter on Storey County stationery. Send the originals to CDBG and retain copies in your grant file. Currently we are working on a new grant agreement format which is being reviewed and will be sent to you later this year. The new format will replace the current Grant Award documents and going forward, will also replace the Annual Participation Statement.

Regarding the 2013 grant, the environmental review requirements need to be met for this project and the prescribed documentation must be received and approved by CDBG staff prior to issuance of the Notice to Proceed.

Please ensure that your grant administrator is familiar with the contents of the Program and Financial Assurances contained in your 2013 Annual Participation Statement. This document provides lists of many of the important, but often overlooked, requirements of the grant.

Further, please note the following additional grant conditions:

1. Grant funds cannot be spent or otherwise obligated by the grantee until the Director for Rural Community Development issues a Notice to Proceed.

Brian Sandoval, Governor
Steve Hill, Executive Director

Empowering Success

Grant Award Letter: GOED, Page 2

Any expenses incurred prior to the issuance of the Notice to Proceed may be ineligible for payment from grant funds, unless approved in advance by the Director of Rural Community Development.

2. The first draw down of funds must be made within nine months from the date of the grant award. Spending grant monies expeditiously is of significance to CDBG and HUD. Early start-up and timely completion of the project are important and relevant to future grant allocations. As a general rule, the funds are only available within the specified grant period unless an extension is requested and received.
3. Please ensure the requirements for Non Discrimination/Equal Opportunity are met.
4. The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed, where appropriate, and submitted to CDBG on completion of the project.

We look forward to working closely with you towards the successful and timely completion of your project. The Rural Community Development staff are available for assistance should any problems arise. Feel free to contact them at (775) 687-9900.

Sincerely,



Doug van Arman
Regional Director

cc: Cherie Nevin, Emergency Management Coordinator, Storey County
Carrie Kiser, GOED Business Office

Encl: Grant Award Documents
Sample Certification Letter

**ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT**
808 WEST NYE LANE CARSON CITY, NEVADA 89703

NOTICE OF GRANT AWARD

Grant Number: 13/PS/13	TYPE OF ACTION:	
Eligible Activity: 105(a)(8)	☒ Initial	
National Objective: LMI-C	☐ Revision Number	
Federal Funding Ref: CFDA# 14.228	☐ Other	
	☐ De-obligation	
Project Name: RSVP Rural Senior Transportation Program	Project Address: Storey County	
Grantee Name and Address: Storey County Board of Commissioners 26 B Street Virginia City, NV 89440	Current Grant Amount: \$63,150.00	
Project Manager and Telephone: Cherie Nevin, Emergency Management Coordinator (775) 847-0986	Amount this Action: \$	
	Funds by Year:	
	Year: _____	\$
	Year: _____	\$
	Total Grant Award: \$63,150.00	
Grant Period: July 1, 2013 through December 31, 2014		
Extension #1		
Extension #2		
Extension #3		

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. This award is subject to the availability of appropriate funds.
2. Recipient of these funds agrees to the Financial Assurances and Program Assurances per the Annual Participation Statement.

NAME OF CDBG OFFICER:	Des Craig, Director, Rural Community Development	
SIGNATURE: 	DATE: 6.28.13	
NAME OF GOED OFFICER:	Doug van Aman, Regional Director	
SIGNATURE: 	DATE: 6.28.13	
NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL:		
Bill Sivovangen, Chair		
SIGNATURE: _____	DATE: _____	

SIGN AND RETURN ONE COPY TO GOED

Storey County Commissioners' Office

Drawer 176
Virginia City, NV 89440
(775) 847-0968

Storey County Courthouse
26 South B Street, Virginia City

Commissioners@storeycounty.org
www.StoreyCounty.org
Fax: (775) 847-0949

CDBG CERTIFICATION LETTER

Grantee: STOREY COUNTY

Grant Number(s)
13/PS/13

AUTHORIZED SIGNATURES

Signature of Authorized Official

Signature of Authorized Official

This is to certify that the above are the signatures of

CHERIE M. NEVIN, Grants Coordinator
(Name and Title)

JESSICA FAIN, Management Analyst
(Name and Title)

and that they are authorized to sign the Financial Status Report and Request for Funds.

Signature of Mayor/Chairman

Title

Date



**STOREY COUNTY, NEVADA
CDBG GRANT PROGRAM AGREEMENT FY 2013-2014**

THIS AGREEMENT, entered into as of this 16 day of July 2013, by and between **STOREY COUNTY**, a municipal subdivision existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "Grantee") and **Nevada Rural Counties RSVP Program, Inc.** (hereinafter referred to as the "Subrecipient").

WITNESSETH:

WHEREAS, the Grantee has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of public services or otherwise meet community needs in STOREY COUNTY and surrounding Nevada communities; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, Grantee is undertaking certain activities, programs and services necessary to address public needs; and

WHEREAS, the Programs outlined in this Agreement have been designated by the Grantee as consistent with the STOREY COUNTY objectives for the development of housing, community and economic needs and resources, and strategies and priorities to produce a viable community in Storey County and surrounding Nevada Communities. The programs, when funded by the Community Development Block Grant funds, also comply with one of the three broad national objectives of providing benefits to low-income and moderate-income families, aiding in the prevention or elimination of slums or blight and meeting other community development needs which have a particular urgency (24 CFR 570.200); and

WHEREAS, STOREY COUNTY is the designated "Grantee" on this Agreement, desires to pass through to the Subrecipient Agency funds in the amount of **\$63,150.00** to assist the Subrecipient with providing transportation services to low-income and homebound seniors in the rural counties of Nevada to remain independent and in their own homes, preventing premature institutionalization; and

WHEREAS, the Subrecipient's legal status is as a privately held corporation registered in Nevada and the Subrecipient is in good standing in its state of formation, a government agency or a school district; and

WHEREAS, in consideration of receipt of this funding, the Subrecipient agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. **Nevada Governors Office of Economic Development (NGOED):** NGOED administers the Community Development Block Grant Program, which provides annual grants to non-entitlement cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- b. **Grantee:** Storey County, the organizational entity to which the Community Development Block Grant (CDBG) is awarded by NGOED and which is responsible for the use of the funds provided.
- c. **The Grantee Staff:** The Grantee Staff consists of those persons working for Storey County who represent Storey County and are designated to administer the grant as identified above.
- d. **Subrecipient: Social Entrepreneurs Inc.,** the legal entity which receives financial assistance to carry out a program(s) and which is accountable to the grantee for the use of funds provided.
- e. **Program Measurable Outcomes:** The program measurable outcomes which are mutually agreed to by the Grantee and the Subrecipient as outlined within the Agreement to be met by the end of the Agreement period.
- f. **Project Supervisor:** The project supervisor is the individual from the Subrecipient who will be responsible for the administration of the program and communications with the Grantee Staff.

2. NOTICES

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

GRANTEE

STOREY COUNTY COMMISSIONERS OFFICE

Cherie Nevin, Grants Coordinator
PO BOX 176
Virginia City, NV 89440
775-847-0968 / FAX: 775-847-0949
cnevin@storeycounty.org

SUBRECIPIENT

NEVADA RURAL COUNTIES RSVP PROGRAM, INC.

Susan Haas, Executive Director
PO BOX 1708
2621 NORTHGATE LANE, SUITE 6
CARSON CITY, NV 89706
775-687-4680 / FAX: 775-687-4494

3. PROGRAM MEASURABLE OUTCOMES

The Subrecipient shall do, perform and carry out, in a satisfactory and proper manner, as determined by Grantee Staff, the following program measurable outcomes:

a. **Scope of Work:**

Project Description: To provide transportation services to low-income and homebound seniors in the rural counties of Nevada to remain independent and in their own homes, preventing premature institutionalization

Budget:

Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In Kind				
Personnel				\$8,824			\$8,824
Fringe				\$676			\$676
Cell Phones in Vans				\$1,836			\$1,836
Public Outreach	\$5,600			\$2,250			\$7,850
Printing	\$1,800			\$1,800			\$3,600
Volunteer Mileage	\$55,750			\$43,056			\$98,806
Volunteer* hours Valued \$21.79/hr			\$156,365				\$156,365
Auto Fuel (4 vans)		\$2,000		\$6,000			\$8,000
Maintenance And repairs (4 vans)		\$3,000		\$4,900			\$7,900
Auto Insurance (4 vans)				\$5,550			\$5,550
Audit				\$264			\$264
Admin				\$5,879			\$7,729
Total Costs	\$63,150	\$5,000	\$156,365	\$81,035			\$305,550

Any changes to Scope of Work or Budget shall be submitted to Grantee in writing for review and approval. Once approved, the written submittal serves as an amendment to the agreement.

b. **Quarterly Reports:**

Quarterly Program Reports from the Subrecipient are due for the entire period of the subgrant, whether services have been performed or not, until the grant funds have been expended and program outcomes have been met. Reports are due to the Grantee by the 10th of the month following the end of the quarter. See *Appendix II – Quarterly Report Form*. Reimbursement of expenses may be withheld if complete quarterly reports are not submitted on time.

c. **Monthly Financial Reports:**

Monthly Financial Reports from the Subrecipient are due for the entire period of the subgrant for every month where funding was expended or received, until the grant funds have been expended and program outcomes have been met. Reports are due to the Grantee by the 10th of the month following the end of each month where funds were expended or received. See *Appendix III – Monthly Report Form*.

4. **PROCEDURAL REQUIREMENTS**

The Grantee Staff will monitor the performance of the Subrecipient against each of the program measurable outcomes listed in **3(a) Scope of Work** at least annually. In addition, the following requirements must be complied with:

Accessibility Plan: The Subrecipient must comply with the Federal Requirements outlined in the Americans with Disabilities Act (ADA), which includes providing reasonable access to all for facilities for employees and clients.

Affirmative Action Plan: The Subrecipient must have an Affirmative Action Policy Statement and/or Plan that establishes the agency as an equal opportunity employer. The policy should delineate a set of actions to ensure compliance, or a grievance procedure.

Staff Hiring and Firing Procedures: The Subrecipient must have a policy statement that includes a procedure for hiring and firing staff. The statement must outline a grievance procedure in the event that an employee wishes to make an appeal.

See **Section 10. Other Provisions** for more information on the above policies.

5. **TERM**

This Agreement is to be effective from July 1, 2013, through June 30, 2014, unless sooner terminated by either party as specified in **Section 8(q) General Terms and Conditions**. All of the services required hereunder shall be completed by June 30, 2014.

6. **COMPENSATION**

The Grantee and Subrecipient agree that the Subrecipient will carry out the project specified in **3(a) Scope of Work** at a cost of **\$63,150.00**

7. **METHOD OF PAYMENT**

Reimbursement of Expenses: Reimbursement will be paid by Grantee after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement. Draws for payment of eligible expenses shall be made against the line item budgets specified in *Appendix I – Program Budget*. All requests for reimbursement must be accompanied by proof of expenditures, such as but not limited to, copies of checks, time cards, paid invoices, etc. Requests may be submitted monthly or quarterly. The first request must be submitted by the end of the third quarter. See *Appendix IV – Request for Reimbursement*. Reimbursement of expenses may be withheld if complete quarterly reports are not submitted on time, required information is not included with the reimbursement request, or other required reports or data are not submitted.

8. GENERAL TERMS AND CONDITIONS

- a. **Technical Assistance.** Technical assistance, training or support services may be requested from the Grantee to increase the capacity of the Subrecipient to carry out the project specified in 3(a) **Scope of Work**.
- b. **Financial Management.**
The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

c. **Documentation and Record Keeping.**

- (1) Records to be Maintained – The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- (2) Retention – The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- (3) Client Data – The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level and household size or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. (24 CFR 570.208, including information regarding client eligibility.)

- (4) Disclosure – The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- (5) Close-outs – The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall

include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

(6) **Audits & Inspections** – All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. (24 CFR Part 84.20 – Standards for Financial Management Systems)

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

If the Subrecipient receives \$500,000 or more in federal assistance during its fiscal year, it must comply with 24 CFR Part 45, 24 CFR Part 84.26, and Office of Management and Budget (OMB) Circular A-133 audit requirements.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

d. **Personal Property.** All personal property purchased by the Subrecipient, with written prior approval of the Grantee and with funds obtained pursuant to the Agreement, shall be the property of the Grantee unless otherwise provided in writing by the Grantee. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (24 CFR Part 84.31 through 84.37)

e. **Purchase of Supplies and Services.**

(1) Supplies and or Services purchasing methods are as follows:

0 - \$499 Direct reimbursement with an invoice copy.

\$500 - \$4,999 Two or more verbal quotes; written quotes if labor or detailed product or service specifications.

\$5,000-\$50,000 Three written quotes obtained by subrecipient agency. May use "Request For Quotes", advertise, and/or use prebid conference. You must obtain a PO/Contract prior to placing order.

Over \$50,000 Formal bid process with pre-bid conferences and formal bid openings. Board's approval is required prior to Purchase Requisition.

Over \$5,000 Solicit small and minority businesses and women's business enterprises by:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists when they are potential sources.
2. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
3. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(2) Subcontracts

Should a Subrecipient find it necessary to subcontract in order to meet its obligations under its agreement with the County, it must enter into a written agreement with those individuals or organizations providing services.

Provisions Required in Subcontracts:

- a. Name, address, phone number and social security number or employer identification number of subcontractor.
- b. A termination clause requiring twenty days notice by which either party may terminate the agreement.
- c. A County uninvolvement clause releasing the County from any liability for any breach of the subcontract by either party.
- d. A scope of services.
- e. The total dollar amount of the subcontract.
- f. A termination date no later than the end of the current CDBG program year.
- g. A clause requiring the contractor to comply with stated "Conditions of Federal Funding".

- f. **Budget Changes.** The Subrecipient must submit written requests with justification to the Grantee for review and approval prior to implementation of any budget changes. See *Appendix V - Budget Revision Form*.

- g. **Program Income.** Subrecipients who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the Grantee Staff the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Subrecipient for disbursement. (24 CFR 570.504 and 24 CFR 84.24)

- h. **Disposition of Program Income.** At the end of the program year, Grantee will require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs). (24 CFR 570.504 and 570.705, and 24 CFR 84.24)

- i. **Reversion of Assets.** (24 CFR 570.503(b)(8)) Where CDBG funds are distributed pursuant to this Agreement, upon expiration of the Agreement the Subrecipient shall transfer to the Grantee any remaining CDBG funds at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in

excess of \$25,000 is either:

- (1) Used to meet one of the national objectives in 24 CFR 570.208 (formerly §570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Grantee; or
- (2) Not used in accordance with paragraph (1) above, in which event the Subrecipient shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Grantee.

j. **Insurance Requirements.** The Grantee has established specific insurance requirements for agreements or contracts with Subrecipients to assure that reasonable insurance coverage is maintained and that a Subrecipient organization accepts and is able to pay for a loss or liability related to its activities. All of the requirements must be complied with prior to any reimbursement for any program. Subrecipient organizations shall purchase Industrial Insurance, General Liability and Automobile Liability as described in this Agreement. Each insurance policy shall name the Grantee as additional insured. Proof of insurance is required at the beginning of the Agreement term in the form of certificates of insurance.

(1) Industrial Insurance:

The Subrecipient agrees, as a condition precedent to any duty of the Grantee to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the Grantee, worker's compensation insurance as required by the provisions of Chapters 616 and 617 of the NRS.

Should the Subrecipient be self-funded for Industrial Insurance, the Subrecipient shall so notify the grantee in writing prior to the signing of this contract. The Grantee reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

(2) General Liability:

The Subrecipient agrees, as a condition precedent to any duty of the Grantee to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the Grantee, such general liability and property damage insurance as shall protect him and any subcontractor performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the Subrecipient's performance, or by any subcontractor, person, firm or employee directly or indirectly employed by him.

Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the occurrence limit or revised to apply separately to each project or location.

(3) Automobile Liability:

\$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Coverage should be at least as broad as: Insurance Service Office Business Auto Coverage form number CA00 01 12/90 covering Automobile Liability Code 1 any "auto" with changes in Business Auto and Trucker's Coverage forms - Insured Contract Endorsement form number CA00 29 12/88.

k. **Legal Actions Against Subrecipient.** If any legal action is filed against the Subrecipient, the Subrecipient shall immediately notify Grantee staff.

l. **Indemnification Agreement.** Subrecipient shall indemnify, defend and hold harmless Grantee, its officers, officials, employees, agents and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, causes of action, attorneys' fees, or expenses of any kind or nature that arise out of, or are in any way related to, in whole or in part, the negligence or misconduct, or acts or omissions, of Subrecipient, its officers, officials, employees, volunteers, agents, contractors and anyone else under the direction or supervision of Subrecipient while performing or failing to perform Subrecipient's duties under this Contract.

In the event of a lawsuit against the Grantee arising out of the activities of the Subrecipient, should the Subrecipient be unable to defend the Grantee due to the nature of the allegations involved, if at the lawsuit's conclusion, it is determined that the basis for the action was the negligent acts, errors or omissions of the Subrecipient, then the Subrecipient must reimburse the Grantee, their officers, officials, employees, agents and volunteers, for their reasonable costs of defending such action.

The indemnity obligations of this Contract shall survive the termination of this Contract and shall be binding upon the parties and the parties' legal representatives, heirs, successors and assigns.

m. **Assignment of Agreement.** It is agreed by and between the parties hereto that neither this Agreement nor any part thereof may be assigned by the Subrecipient, and that in the event that the Subrecipient does so assign, the Grantee Staff may, at their option, terminate this Agreement and be relieved of further obligation to the Subrecipient.

n. **Federal Procurement Eligibility.** The Subrecipient certifies that a non-federal entity, the Subrecipient and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services. (24 CFR 84.13 and 570.609)

o. **Confidentiality.** The Subrecipient shall keep confidential all information, in whatever form, produced, prepared observed or received by the Subrecipient to the extent that such information is confidential by law or otherwise required by this Agreement.

p. **Grounds for Reduction of Compensation or Termination of the Agreement.** The Grantee Staff reserves the right to terminate this Agreement or to reduce the Agreement compensation amount upon written notification to the Subrecipient where any one or more of the following has occurred:

(1) Failure of the Subrecipient to file quarterly and/or monthly reports by the 10th day of the month;

- (2) Failure of the Subrecipient to meet any standards specified in this Agreement;
- (3) Expenditures under this Agreement for ineligible activities, services, or items;
- (4) Failure to comply with written notice from Grantee Staff of standard performance in scope of services under the terms of this Agreement;
- (5) Failure of the Subrecipient to comply with the State and Federal Accounting Laws;
- (6) Subrecipient employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (7) Where applicable, notification by NGOED or HUD to the Grantee Staff that said programs are ineligible because of services provided, location of services provided, or that the programs funded with the Community Development Block Grant Funds are not deemed to be related to the Master Plan;
- (8) Where applicable, notification by NGOED or HUD to the Grantee Staff that said programs funded by the Community Development Block Grant Funds are deficient and that continued support of the programs would not provide an adequate level of services to low income and minority people;
- (9) Failure of the Grantee or the Subrecipient to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the Grantee to completely carry out the programs provided in this Agreement;
- (10) Where applicable, written notification from HUD or the State of Nevada to the Grantee Staff that the program funds made available to the Grantee are being curtailed, withdrawn, or otherwise restricted;
- (11) If Subrecipient receives funds from other sources prior to or during the program year to cover costs under this Agreement, the Grantee Staff reserves the right to reduce the Agreement amount; or
- (12) Failure of the Subrecipient to pay debts owed to the Grantee or other debts when due.

q. Personnel.

- (1) The Subrecipient represents that it has hired or will hire all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the Grantee.
- (2) All of the services required hereunder will be performed by the Subrecipient, and all personnel engaged in the work shall be fully qualified.

r. Compliance with Laws. The Subrecipient agrees to follow all federal, state and local laws pertaining to the operation of said agency.

s. Funding. Funding under this grant is to be used only for eligible and approved activities.

t. Integration. This Agreement, including the Recitals, which are incorporated by reference as a part of this Agreement, constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

u. **Amendment; Waiver.** This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Agreement shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Agreement.

v. **Drafting Presumption.** The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Grantee as the drafter of this Agreement.

9. JURISDICTION AND GOVERNING LAW

It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in Storey County, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. OTHER PROVISIONS

During the performance of this Agreement, the Subrecipient must follow:

a. Equal Employment Opportunity.

- (1) The Subrecipient will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Subrecipient's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Subrecipient will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services / activities.
- (2) Vietnam Veterans. The Subrecipient agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (3) The Subrecipient agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Subrecipient will provide opportunities for training and employment to lower income / minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, regulations. If a Subrecipient solicits or requests for invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitations or invitations for bidders. (Executive Order 11245 and 41 CFR Chapter 60)

c. **Nondiscrimination in Federally Assisted Programs.** The Subrecipient will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.

d. **Hatch Act.** Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of United States Code (USC) Title 5 Chapter 15.

e. **Religious Activities.** In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of essential services and/or the payment of operational costs, the Subrecipient:

(1) Represents that if it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in connection with such essential services and operation costs:

A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

B. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and

C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

f. **Drug-Free Workplace Requirements.** The Subrecipient agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Subrecipient is required to submit an executed copy of the certification prior to the encumbrance of grant funds. See *Appendix VI – Certification for a Drug-Free Workplace*.

g. **Influence/Lobbying Requirements.** The Subrecipient agrees to conform to the

guidelines set forth in the certification regarding Influence / Lobbying Requirements. The Subrecipient is required to submit an executed copy of the certification prior to the encumbrance of grant funds. See *Appendix VII - Certification Regarding Influence / Lobbying Requirements*.

h. Conflict of Interest.

- (1) If the Subrecipient has a member of the County Commissioners who is in a position to obtain a financial benefit or interest from the proposed project, it may be ineligible for CDBG funds (See *Appendix VIII – Section 24 CFR 570.611 Conflict of Interest*). A written request for an exception from HUD may be required.
 - (2) The Subrecipient shall prohibit any conflicts of interest as defined in Section 24 CFR 570.611. This section covers employees, agents, consultants, officers or elected or appointed officials of the Subrecipient and relates to procurement of supplies, equipment and services, as well as acquisition or disposition of property.
- i. Environmental Standards 24 CFR 570.604.** This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
- j. Labor Standards and Davis Bacon Act 24 CFR 570.603.** Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

11. AUTHORITY TO ENTER INTO AGREEMENT.

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby warrants and represents that said person has actual authority to enter into this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further, that said Subrecipient has actual authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered into on the first page hereof.

SUBRECIPIENT

By: William C. Sjo
Title: Interim Executive Director

By: _____
Title: _____

STOREY COUNTY

By: _____ William Sjovangen, Chairman
Attest: Vanessa DuFresne, Clerk-Treasurer

APPROVED AS TO FORM ONLY:

By: _____
District Attorney

APPENDIX I **Program Budget**

(Show whole dollars only, not cents)

Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In Kind				
Personnel				\$8,824			\$8,824
Fringe				\$676			\$676
Cell Phones in Vans				\$1,836			\$1,836
Public Outreach	\$5,600			\$2,250			\$7,850
Printing	\$1,800			\$1,800			\$3,600
Volunteer Mileage	\$55,750			\$43,056			\$98,806
Volunteer* hours Valued \$21.79/hr			\$156,365				\$156,365
Auto Fuel (4 vans)		\$2,000		\$6,000			\$8,000
Maintenance And repairs (4 vans)		\$3,000		\$4,900			\$7,900
Auto Insurance (4 vans)				\$5,550			\$5,550
Audit				\$264			\$264
Admin				\$5,879			\$7,729
Total Costs	\$63,150	\$5,000	\$156,365	\$81,035			\$305,550

APPENDIX II

CDBG QUARTERLY PROJECT REPORT

Grantee- City/County:				
Project Name:				
Grant Number:				
Report Preparer:				

QUARTER ENDING				
	March 31, 20__	September 30, 20__		
	June 30, 20__	December 31, 20__		
FINAL REPORT			YES / NO	

Project Expenditures thru End of Quarter \$ _____ OF \$ _____ Total Award _____

ACTIVITIES PERFORMED DURING QUARTER (Detail Accomplishments)	COMMENTS

<u>Problems Encountered During Quarter</u>
<u>Technical Assistance needed from the Governor's Office of Economic Development</u>

I certify this information is correct:

Signature: _____ Date: _____

APPENDIX III **CDBG Monthly Financial Report**

Governor's Office of Economic Development	
Community Development Block Grant Program	
Monthly Financial Report	
Reporting Agency:	
Grant Title:	Grant Ref: CDBG/
Reporting Period:	Report No:
1. During the last month, did the City/County incur any (CDBG) EXPENSES on the above project? (Y or N)	
2. If yes, provide details:	How much? \$
3. If expenses were incurred, were they claimed back from CDBG during the month? (Y or N)	
4. If yes, provide details:	Number of Draw Request #
5. If not, when do you expect to send a reimbursement claim to CDBG?	
6. During the last month, did the City/County claim EXPENSES incurred prior to last month? (Y or N)	
7. If yes, provide details:	Number of Draw Request #
Date of Draw Request	
How much? \$	
For what?	
8. During the last month, did the City/County request funds to be ADVANCED from CDBG? (Y or N)	
9. If yes, provide details:	Number of Draw Request #
Date of Draw Request	
How much? \$	
For what?	
10. During the last month, did the City/County receive funds from CDBG? (Y or N)	
11. If yes, provide details:	Number of Draw Request #
Date of Draw Request	
How much? \$	
For what?	
12. Provide details on how the funds were used (Attach proof of payment, e.g. copies of checks etc.)	
13. Are there problems of a financial nature with this project?	
14. Do you require any assistance from CDBG with financial issues on this grant?	

APPENDIX IV **CDBG Request for Reimbursement (Draw Request)**

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT **CDBG Draw Request**

Project I.D. No: _____

Project Name: _____

Reporting Agency Name/Address: _____

Reporting Period: _____

A. Total Grant Amount: _____

B. Amount Requested This Transaction:

1. Beginning Cash on Hand (4)	\$0.00
2. Expenses (1)	\$0.00
3. Prior Obligations (2)	
4. Revenue Received (from last Draw)	\$0.00
5. Funds in Process (from last Draw)	\$0.00
6. Ending Cash on Hand 1-(2+3)+4+5	\$0.00
7. Current Obligations (3)	\$0.00
8. Amount of Funds Requested 0-(6)+7	\$0.00
C. Funds Drawn and Requested to Date (include this Draw)	
D. Balance of Grant	\$0.00

Drawdown No: _____ OR Report No.: _____

GOES Financial Approval: _____

GOES Administrative Approval: _____

FINANCIAL RECAP

EXPENSES		OBLIGATIONS	
CURRENT EXPENSES: (Funds to Draw) (Back-up submitted must be CITY/COUNTY CHECK COPIES and INVOICES)		CURRENT OBLIGATIONS: (Funds to Draw) (Back-up submitted must be INVOICE COPIES)	
Administrative Salary.....		Administrative Salary.....	
Administrative Flow.....	\$0.00	Administrative Flow.....	
Contracts.....		Contracts.....	
Consultant/Engineering fees.....		Consultant/Engineering fees.....	
OTHER: (List).....		OTHER: (List).....	
CURRENT EXPENSES TOTAL (7)	\$0.00	CURRENT OBLIGATION TOTAL (3)	\$0.00
(Total of Current Expenses place on Line 6-2)		Total of Current Obligations place on Line 6-7	

PRIOR OBLIGATIONS: TO PROVE PRIOR OBLIGATIONS AS EXPENSES

(This is an EXPENSE total. Must attach City/County Check Copies)

Administrative Salary.....		Consultant/Engineering fees.....	
Administrative Flow.....		Contracts.....	
OTHER: (List).....			
TOTAL PRIOR OBLIGATION EXPENSE (2)	\$0.00		
(Total of Prior Obligation Expenses place on Line 6-1)			

CERTIFICATION

I certify that information reported is correct and expenditures are in accordance with the approved grant award. I also certify the amount of funds requested is not in excess of current needs.

I request \$0.00 in grant funds.

Authorized Signature _____ Title _____ Date _____

(4) Beginning Cash on Hand: Carry this (negative) figure forward from the Ending Cash on Hand on the previous Draw Request.

APPENDIX V **CDBG Budget Revision Request**

NAME OF GRANTEE (AGENCY):		QUARTER ENDING: ☐ September 30, 2010 ☐ December 31, 2010 ☐ March 31, 2011 ☐ June 30, 2011	
PROJECT NAME:			
EXPENDITURE TYPE	AMOUNT BUDGETED	BUDGET CHANGE	DIFFERENCE
Justification:			
Subgrantee Approval:			
Project Supervisor Signature _____		Date _____	
FOR STOREY COUNTY CDBG USE ONLY: STOREY COUNTY CDBG Staff Signature _____ Date _____			

APPENDIX VI **Certification Regarding Drug-Free Workplace Requirements**

NAME OF GRANTEE (AGENCY):	
PROJECT NAME: <u>NV Rural Counties Rsvp Program, Inc.</u>	
The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:	
Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The grantee's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted -- (c) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (d) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
Name of Authorized Official (Please Print) <u>Susan C. Haas</u>	Title <u>Interim Executive Director</u>
Signature <u>Susan C. Haas</u>	Date <u>6/24/13</u>

APPENDIX VII **Certification Regarding Influence/Lobbying Requirements**

Approved by OMB
0348-0046

NAME OF GRANTEE (AGENCY):	
PROJECT NAME: <i>NV Rural Counties RSVP Program, Inc.</i>	
The Undersigned certifies, to the best of his or her knowledge and belief, that:	
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Name of Authorized Official (Please Print) <i>Swann C. Haas</i>	Title <i>Interim Executive Director</i>
Signature <i>Swann C. Haas</i>	Date <i>2/24/13</i>

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____	Status of Federal Action: a. bid/offer/ application _____ b. initial award _____ c. post-award _____	Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ _____ Tier _____, if known: _____		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known: Federal Department/Agency:		Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Susan C. Hoas</u> Print Name: <u>Susan C. Hoas</u> Title: <u>Interim Executive Director</u> Telephone No.: <u>(770) 687-4680 x 4</u> Date: <u>6/24/13</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

APPENDIX VIII
CDBG – Conflict of Interest 24 CFR 570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V – OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570--COMMUNITY DEVELOPMENT BLOCK GRANTS –Table of Contents

Subpart K – Other Program Requirements

Sec. 570.611 Conflict of interest.

Applicability.

- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (ii) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (2) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (i) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (ii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
 - (v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vi) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

Licensing Board

Storey County Community Development Business Licensing



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

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

July 8, 2013
Via email

Please add the following item(s) to the July 16, 2013, COMMISSIONERS Agenda:

LICENSING BOARD FIRST READINGS:

- A. SUSAN NEELEY – HB / 1011 Cour de la Celedon (health care consultant)
- B. AMPLUS, LLC – General / 3033 Waltham Way (precious metals recovery) **TRI**
- C. LONE ELK GALLERY – HB / 340 Prospector Road (artistic / graphic materials)
- D. ROCKY MOUNTAIN CONSTRUCTION – Contractor / 16470 Snow Flower Dr ~ Reno (Gen. Cont.)

LICENSING BOARD SECOND READINGS:

- A. A B CUSTOM WOODWORKING – General / 200 Canyon Way (cabinetry) **RD**
- B. UPRISING PARAGLIDING – Home Business / 240 Vermillion (recordkeeping only) **VCH**
- C. NEVADA DISTRIBUTION SERVICES, LLC – General / 625 Waltham Way #103/104 (public warehouse and distribution) **TRI**
- D. SCHWABE NORTH AMERICA, INC. – General / 2777 USA Pkwy #106 (distribution center for dietary supplements) **TRI**
- E. VIRGINIA CITY KETTLE CORN DEPOT – General / 188 South C Street (make and sell kettle corn) **VC**
- E. BATTLE BORN MUNITIONS, INC. – General / 625 Waltham Way (import and distribute firearms and ammunition) **TRI**

Note: THE HIGHLANDER – General / 240 North C Street (Cosmetologist) application has been withdrawn.

ec: Shannon Gardner, Building Dept. Gary Hames, Fire Dept. Sheriff's Office
Austin Osborne, Planning Dept. Patty Blakely, Fire Dept.
Dean Haymore, Economic Dev. Assessor's Office

Inspection Required

EDAWN Update

Vanessa Dufresne

From: Pat Whitten
Sent: Tuesday, July 09, 2013 3:03 PM
To: Vanessa Dufresne
Cc: Bill Maddox
Subject: Last Minute Agenda Item

Hi,
Thanks for saving me...

DISCUSSION ONLY: Mike Kazmierski – President & CEO of the Economic Development Authority of Western Nevada (EDAWN) providing an end-of-year update on economic development activities in our County and region.



Pat Whitten
County Manager
Storey County

(775) 847-0968 (Office)
(775) 721-7001 (Cell)
PWhitten@StoreyCounty.org

powered by: vision**ASP**

Appointment to Nevada Land Management Task Force



Storey County Commissioners' Office

Drawer 176
Virginia City, NV 89440
(775) 847-0968

Storey County
Courthouse
26 South B Street, Virginia City

Commissioners@storeycounty.org
www.storeycounty.org
Fax: (775) 847-0949

Storey County Commission Staff Recommendation Summary

Meeting Date: July 16, 2013

Agenda Item: DISCUSSION/POSSIBLE ACTION: Appoint one member to the Nevada Land Management Task Force pursuant to Assembly Bill 227.

Prepared by: Pat Whitten – County Manager

Summary Notes: Assembly Bill 227 establishes the Nevada Land Management Task Force and charges it to conduct a study addressing the transfer of public lands in Nevada, from the Federal Government to the State of Nevada. Section 1 of the Bill directs each Board of County Commissioners to appoint one member to the task force, which constitute the entire group of 17 members. Commission Chair Sjovangen attended the initial meeting recently and indicates many of the Counties are utilizing a Commissioner or Supervisor as their “member”. As this would seem to be a high level project, staff is recommending your appointment should only consider current County Commissioners for appointment and not staff or the general public. Chairman Sjovangen has expressed a willingness and interest in being appointed and his appointment by the Board is recommended by staff. Juanita Cox has also expressed interest in being appointed, but we are limited to one only.

Recommended Motion:

Appoint Bill Sjovangen as Storey County’s designated member for the Nevada Land Task Force.

(Reprinted with amendments adopted on April 22, 2013)
FIRST REPRINT A.B. 227

ASSEMBLY BILL NO. 227—ASSEMBLYMEN ELLISON, WHEELER, HANSEN, HICKEY, HARDY, PAUL ANDERSON, BUSTAMANTE ADAMS, CARRILLO, DUNCAN, FIORE, FLORES, GRADY, HAMBRICK, HEALEY, KIRKPATRICK, KIRNER, LIVERMORE, NEAL, OHRENSCHALL, OSCARSON, SPIEGEL, STEWART AND WOODBURY

MARCH 11, 2013

JOINT SPONSORS: SENATORS GOICOECHEA, GUSTAVSON, ROBERSON, HUTCHISON, HAMMOND; ATKINSON, BROWER, CEGAVSKE, DENIS, HARDY, JONES, KIECKHEFER, KIHUEN, MANENDO, PARKS, SETTELMAYER, SPEARMAN AND WOODHOUSE

Referred to Committee on Legislative Operations and Elections

SUMMARY—Creates the Nevada Land Management Task Force to conduct a study addressing the transfer of certain public lands in this State. (BDR S-594)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: Yes.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets [omitted material] is material to be omitted

AN ACT relating to public lands; creating the Nevada Land Management Task Force to conduct a study addressing the transfer of public lands in Nevada from the Federal Government to the State of Nevada; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

1 This bill creates the Nevada Land Management Task Force, consisting of a
2 representative from each county in this State appointed by the board of county
3 commissioners, to conduct a study during the 2013-2014 legislative interim to
4 address the transfer of public lands in Nevada from the Federal Government to the
5 State of Nevada, in contemplation of Congress turning over the management and
6 control of those public lands to the State of Nevada on or before June 30, 2015. The
7 Task Force is required to submit a report of its findings and recommendations to
8 the Legislative Committee on Public Lands on or before September 1, 2014. The



9 Task Force is similar to an interim commission that is being recommended for
10 creation in the State of Utah to study issues relating to the transfer of public lands
11 in Utah from the Federal Government to the State of Utah. (House Bill No. 148,
12 2012 Utah Laws, ch. 353, § 5)

1
2
3 WHEREAS, Unlike the eastern states that received dominion over
4 their lands upon joining the Union, the western states have been
5 placed in an inferior position as a result of the Federal Government
6 withholding a significant portion of land from those states as a
7 condition of admission to the Union; and

8 WHEREAS, According to the Congressional Research Service, as
9 of 2010, the Federal Government manages and controls
10 approximately 640 million acres, or about 28 percent of the 2.27
11 billion acres of land in the United States; and

12 WHEREAS, The highest concentration of land managed and
13 controlled by the Federal Government is in Alaska (61.8 percent)
14 and the 11 coterminous western states, namely Arizona (42.3
15 percent), California (47.7 percent), Colorado (36.2 percent), Idaho
16 (61.7 percent), Montana (28.9 percent), Nevada (81.1 percent), New
17 Mexico (34.7 percent), Oregon (53.0 percent), Utah (66.5 percent),
18 Washington (28.5 percent) and Wyoming (48.2 percent); and

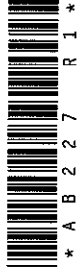
19 WHEREAS, In contrast, the Federal Government only manages
20 and controls 4 percent of the land in the states east of those western
21 states; and

22 WHEREAS, The state with the highest percentage of lands within
23 its boundaries that is managed and controlled by the Federal
24 Government is Nevada, with over 80 percent of its lands being
25 managed and controlled by various federal agencies, including the
26 Bureau of Land Management, the National Park Service, the United
27 States Forest Service, the United States Fish and Wildlife Service
28 and the Department of Energy; and

29 WHEREAS, Increased control by the State of Nevada over the
30 public lands within its borders would benefit the residents of
31 Nevada significantly by allowing the State to balance the economic,
32 recreational and other critical interests of its residents, with special
33 emphasis on the multiple uses that are allowed presently on the
34 public lands; and

35 WHEREAS, In March 2012, legislation was enacted in the State
36 of Utah that, among other things, requires the Federal Government
37 to turn over management and control of the public lands in Utah to
38 the State of Utah and requires the study of various issues that may
39 arise during such a transfer; and

40 WHEREAS, Other western states are considering the enactment
of similar laws and momentum is building towards the Federal



Government turning over management and control of certain public lands to the western states; and

WHEREAS, In light of the magnitude of federal management and control of public lands in Nevada, a study by the State of Nevada, in contemplation of Congress turning over the management and control of public lands in Nevada to the State of Nevada on or before June 30, 2015, would assist in ensuring that the transfer proceeds in a timely and orderly manner; now therefore

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. 1. The Nevada Land Management Task Force, consisting of 17 members, is hereby created. Within 30 days after the effective date of this act, the board of county commissioners of each county shall appoint one member to the Task Force.

2. A vacancy on the Task Force must be filled in the same manner as the original appointment.

3. The Task Force shall hold its first meeting on or before July 1, 2013. At the first meeting, the Task Force shall elect a Chair and Vice Chair from among its members.

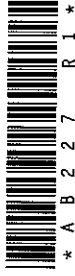
4. While engaged in the business of the Task Force, each member of the Task Force is entitled to receive such per diem allowance and travel expenses as provided by the board of county commissioners that appointed the member. Each board of county commissioners shall pay the per diem allowance and travel expenses required by this subsection to the member that is appointed by that board of county commissioners.

5. The board of county commissioners of each county, in conjunction with the Nevada Association of Counties, shall provide such administrative support to the Task Force as is necessary to carry out the duties of the Task Force.

6. The Task Force shall conduct a study to address the transfer of public lands in Nevada from the Federal Government to the State of Nevada in contemplation of Congress turning over the management and control of those public lands to the State of Nevada on or before June 30, 2015. The study must include, without limitation:

(a) An identification of the public lands to be transferred and the interests, rights and uses associated with those lands;

(b) The development of a proposed plan for the administration, management and use of the public lands, including, without limitation, the designation of wilderness or other conservation areas or the sale, lease or other disposition of those lands; and



* A B 2 2 7 R 1 *

(c) An economic analysis concerning the transfer of the public lands, including, without limitation:

(1) The identification of the costs directly incident to the transfer of title of those lands;

(2) The identification of sources of revenue to pay for the administration and maintenance of those lands by the State of Nevada;

(3) A determination of the amount of any revenue that is currently received by the State of Nevada or a political subdivision of this State in connection with those lands, including, without limitation, any payments made in lieu of taxes and mineral leases; and

(4) The identification of any potential revenue to be received from those lands by the State of Nevada after the transfer of the lands and recommendations for the distribution of those revenues.

7. The Task Force shall report periodically to the Legislative Committee on Public Lands established by NRS 218E.510 concerning the activities of the Task Force.

8. On or before September 1, 2014, the Task Force shall submit a report of its findings and recommendations to the Legislative Committee on Public Lands for inclusion in the final report of that Committee for the 2013-2014 legislative interim. During the 78th Session of the Nevada Legislature, one or more members of the Task Force must be available, upon request, to present the recommendations of the Task Force to the Legislature or the appropriate standing committees with jurisdiction over public lands matters.

Sec. 2. This act becomes effective upon passage and approval and expires by limitation on June 30, 2015.

®



Pat Whitten

From: Truthseeker4 Freedom <truthseeker4freedom@gmail.com>
Sent: Sunday, June 16, 2013 11:27 PM
To: Pat Whitten; Lance Gillman; marshmack; Bill Sjovangen
Subject: Nevada Land Management Task Force

Dear County Manager and Storey Co. Commissioners,

I would appreciate being considered to be appointed for the Nevada Land Management Task Force if there is a position open for Storey.

Thank you,

Juanita Cox
775-848-1190 cellular

See:
http://www.leg.state.nv.us/Session/77th2013/Bills/AB/AB227_R1.pdf

Here is a very short intro into what it is about:

AN ACT relating to public lands; creating the Nevada Land Management Task Force to conduct a study addressing the transfer of public lands in Nevada from the Federal Government to the State of Nevada; and providing other matters properly relating thereto.

Section 1. 1. The Nevada Land Management Task Force, 14 consisting of 17 members, is hereby created. Within 30 days after 15 the effective date of this act, the board of county commissioners of 16 each county shall appoint one member to the Task Force.
17 2. A vacancy on the Task Force must be filled in the same 18 manner as the original appointment.

--

"Each time a man stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope ... And crossing each other from a million different centers of energy and daring these ripples build a current which can sweep down the mightiest walls of oppression and resistance . " ~ Robert F. Kennedy

Jeep Posse Request

Storey County, Nevada

Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: 07-16-13	Date Request Submitted: 06-25-13
Agenda Item Requested: The "Jeep Posse" is requesting for a, NP status, Business License and Liquor License.	
This item is intended for: ☒ Discussion Only ☐ Discussion and Action <i>(at the Board's discretion)</i>	
☐ Supporting documentation is attached ☐ No supporting documentation is necessary	
Requested by: Melissa A. Field	
Address: 205 S. C st	
Phone: 775-847-0959	Email <i>(optional)</i> :

Please submit this completed form to:

Storey County Clerk's Office
PO Drawer D
Virginia City NV 89440

or FAX to:

Storey County Clerk's Office
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope ----->

For Office Use Only			
Date Request Received: 6/25	Received: ☐ In Person ☒ Via FAX	By: JH	
☐ Supporting documentation attached - # of pages 0		Meeting date of this item: 7/16	

For additional information, please contact the

Storey County Clerk's Office

(775) 847-0969 or email vdixon@storeycounty.org

Resolution 13-378

Storey County, Nevada

Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: July 16, 2013	Date Request Submitted: 7-08-2013
Resolution 13-378 Setting of Salaries	
This item is intended for: ☐ Consent Agenda ☐ Discussion and Action <i>(at the Board's discretion)</i>	
☒ Supporting documentation is attached ☐ No supporting documentation is necessary	
** Updated COLA verbiage to reflect new CBA terms	
Requested by: Jessie Fain <i>(please print name clearly)</i>	
Address:	
Phone:	Email <i>(optional)</i> :

Please submit this completed form to:

Storey County Clerk's Office
PO Drawer D
Virginia City NV 89440

or FAX to:

Storey County Clerk's Office
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope -----

For Office Use Only		
Date Request Received: 7/8/13	Received: ☒ In Person ☐ Via FAX	By: <u>AT</u>
☒ Supporting documentation attached - # of pages <u>2</u>		Meeting date of this item: 7/16

☐ Item Approved for Agenda by: _____, Date: _____

For additional information, please contact the

Storey County Clerk's Office

(775) 847-0969 or email vdufresne@storeycounty.org

RESOLUTION NO. 13-378

A RESOLUTION SETTING SALARIES OF ELECTED COUNTY OFFICERS AND EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS. 245.043 FOR ELECTED OFFICIALS AND NRS 245.045 FOR APPOINTED OFFICIALS.

BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, STOREY COUNTY, NEVADA:

WHEREAS, for the purposes of NRS 245.210 and NRS. 4.040 The Board of County Commissioners has authority to establish the salaries of all appointed county and elected officers and employees by the enactment of a resolution.

WHEREAS, the salaries shall be set by the General Salary Schedule (Attachment A) for the appointed salary grades and for the Fire Department appointed salary schedule (Attachment B) adopted by this resolution and they are as follows:

Administrative Officer	Grade 137
Assistant Communications Director	Grade 124
Automotive/Equipment Specialist	Grade 130
Battalion Chief	Grade 136
Chief Deputy Sheriff	Grade 136
Communications Director	Grade 137
Community Development Director	Grade 148
Comptroller	Grade 148
County Manager	Grade 157
Deputy District Attorney	Grade 144
Division Chief	Grade 143
Emergency Management Coordinator	Grade 124
Facilities Maintenance Coordinator	Grade 122
Fire Chief	Grade 148
IT Director	Grade 143
Management Analyst I	Grade 124
Management Analyst II	Grade 134
Public Works Director	Grade 148
Senior Planner	Grade 134
Tourism and Community Services Director	Grade 148
Tourism and Marketing Manager	Grade 124

WHEREAS, each employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step salary schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step salary schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

WHEREAS, the salaries shall be set by the Storey County Board of Commissioners as follows:

Emergency Management Director	\$ 21,678
Government Affairs Director	\$ 30,000
Justice of the Peace	\$ 63,403

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners are set for as follows:

Assessor	\$ 63,403
Commissioners	\$ 27,371
Clerk/Treasurer	\$ 63,403
District Attorney	\$ 108,998
Recorder	\$ 63,403
Sheriff	\$ 86,127

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 13-373 providing for the setting of salaries for the appointed officials not represented by a bargaining unit and the elected officials.

This resolution shall be effective on the 1st, day of July, 2013.

PROPOSED AND ADOPTED this 18th day of June, 2013.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY BOARD OF COMMISSIONERS

ATTEST:

William Sjovangen, Chairman

CLERK TO THE BOARD

Resolution 13-380

Vanessa Dufresne

From: Austin Osborne
Sent: Friday, July 05, 2013 5:32 PM
To: Vanessa Dufresne
Cc: Pat Whitten; Jessie Fain
Subject: July 16 Agenda Item
Attachments: Resolution Stewart 13-380.doc

Vanessa,

I would like to add to the 16th Commission Meeting the following Resolution honoring Dianne Stewart. Dore gave me a resolution number which is included thereon. Thanks and have a great weekend!

Austin

Austin Osborne

Administrative Officer & Senior Planner
Storey County Courthouse
Box 176 Virginia City, NV 89440
Office: 775.847.0968
Cell: 775.291.4693
Fax: 775.847.0949
aosborne@storeycounty.org

Storey County is an Equal Opportunity Provider.

CONFIDENTIALITY DISCLAIMER:

This e-mail and any attachments are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient, any dissemination, distribution or copying of this e-mail and any attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify me and permanently delete the original and all copies and printouts of this e-mail and any attachments.

RESOLUTION NO. 13-380

A RESOLUTION HONORING DIANNE T. STEWART

WHEREAS, DIANNE T. STEWART has diligently served Storey County for twenty-two years from 1991 to 2013; and

WHEREAS, DIANNE T. STEWART has been dedicated, devoted and committed to her job, this county, and its residents; and

WHEREAS, DIANNE T. STEWART has served with distinction, earning the respect of her peers both locally and statewide; and

WHEREAS, DIANNE T. STEWART gracious giving of her time, compassion, and professional knowledge has benefited our workplace, county, and community for more than two decades.

THEREFORE IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor DIANNE T. STEWART for exemplary service to the people of Storey County, Nevada this 16th day of July 2013.

PASSED and ADOPTED the 16th day of July, 2013, by the following

AYES: Gilman, McBride, and Sjovangen

NAYS: None

ABSENT: None

And Signed: William "Bill" Sjovangen, Chairman

Marshall McBride, Vice-Chairman

Lance Gilman, Commissioner

Attested: Vanessa A. Dufresne, Clerk-Treasurer

Ordinance 13-251

Ordinance No. 13-251

Summary

An ordinance amending Storey County Code by adding section 2.04.12 to provide for rules of decorum at board of county commissioner's meetings

Title

An ordinance amending Storey County Code by adding section 2.04.12 to provide for rules of decorum at board of county commissioner's meetings and providing for other properly related matters.

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

SECTION I: Chapter 2.04 is amended to add section 2.04.12 as follows:

2.04.012 Decorum at meetings.

A. Each speaker may be required to sign and complete a form available through the clerk of the board and give a brief description of what they will comment on before speaking. Time cannot be shared or allotted with other speakers. The allotted time of three minutes will include and commence from the beginning of the speaker's remarks and includes any time that passes during questioning or colloquy between the speaker and the chairperson or board members. In the event a person representing a class or group seeks to speak on behalf of that class, group or organization, additional time may be granted to that person by the chairperson.

The clerk of the board will time each speaker and notify the chairperson at the end of each three minutes. The speaker must conclude their remarks promptly after notification the time has expired.

At the discretion of the chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

B. The speaker's remarks should be addressed to the board as a whole and not to any specific member and in no event will the speaker's remarks be addressed to the audience.

C. Public comments should be confined to the agenda item before the Commission and speakers should not discuss other issues. There is a time at the beginning or end of each meeting for making public comment about matters not on the agenda.

D. Speakers should avoid personalities. Vigorous advocacy does not preclude courtesy to opposing speakers and respect for the board.

The board does not intend to provide a public forum for the demeaning of any individual or group. The board also does not intend to allow a member of the public to insult the honesty or integrity of the board, as a body, or any member or members of the board, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the board or any person in the board's presence or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in ejection from the meeting.

E. During discussion of items no person is permitted to disturb the assembly while another person is speaking. A person may not engage in activity while other persons are speaking, that in any other way causes a distraction. Audience members should not indicate approval, disapproval or other reaction to other speaker's comments. Body gestures and facial contortions by members of the audience are discouraged. A person may not display signs or placards.

F. All cellular phones must be turned off before entering the meeting chambers and a person may not use a cellular phone during the meeting in the meeting chambers.

G. All persons must at the request of the chairperson, be silent and stop objectionable conduct. If, after receiving a warning from the chairperson, a person persists in disturbing the meeting, the chairperson may order that person to leave the meeting. If that person does not remove themselves, the chairperson may order the sergeant at arms to remove them.

H. The Storey County Sheriff's Office, or in their absence some other person designated by the chairperson, is the sergeant at arms at the board meetings. The sergeant at arms must carry out all orders given by the chairperson for the purpose of maintaining order and decorum at the meeting. On the instruction of the chairperson, the sergeant at arms must remove from the meeting any person who disturbs the proceedings of the board.

I. If the chairperson fails to enforce the rules set forth above, any member of the board may move to require him or her to do so, and an affirmative vote of a majority of the board will require him or her to do so. If the chairperson fails to carry out the will of a majority of the board, the majority may designate another member of the board to act as chairperson for the limited purpose of enforcing any rule of this section that it wishes to enforce.

J. Persons disturbing the meeting or resisting removal. Any person who engages in disruptive conduct will be charged with a violation of NRS 203.090, Disturbing Meeting. Any person who resists removal by the sergeant at arms will be charged with violating NRS 203.119, Commission of Act in Public Building or Area Interfering with Peaceful Conduct of Activities.

Proposed on _____, 2013.

by Commissioner _____

Passed on _____, 2013.

Vote: Ayes Commissioners _____

Nays Commissioners _____

Absent Commissioners _____

Bill Sjovangen, Chairman
Storey County Board of County Commissioners

Attest:

Vanessa DuFresne
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2013.