



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JULY 21ST, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

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

1. CALL TO ORDER AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for July 21, 2015
4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for July 7, 2015

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.)

5. For possible action approval of Payroll Checks date 07/02/15 \$453,289.86. Accounts payable checks date 06/29/15 for \$109,687.21 and \$50,659.28, checks date 07/10/15 for \$100,000.00 and \$6708.91, and checks date 6/03/15 for \$50,541.64.

6. For possible action approval of the Justice Court Quarterly report.
7. For possible action approval of the June 2015 Treasurer Report.
8. For possible action approval of Business Licenses First Readings:
 - A. PURE VIDA SIERRAS ART, LLC -- Home Business / 980 Cartwright Road (artist)
 - B. RICHARD THOMAS ROOFING - Contractor / 1915 McCloud ~ Reno (roofing contractor)
 - C. A-1 CLEAN CARE - General / 59 Damonte Ranch ~ Reno (janitorial service)
 - D. AMUNDSON ROOFING, INC. - Contractor / 18124 Wedge Parkway ~ Reno (roofing contractor)
 - E. 3D DATACOM, INC. - Contractor / 11365 Sunrise Gold Circle ~ Rancho Cordova, CA (elect. cont.)
 - F. TELEDATA CONTRACTORS, INC. - Contractor / 5160 South Valley View ~ Las Vegas (lv contractor)
 - G. TIMOTHY FACKLER - General / 48 South A Street (rides for tips) VC

END OF CONSENT AGENDA

9. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff Reports
10. **BOARD COMMENT (No Action - No Public Comment)**
11. **DISCUSSION/POSSIBLE ACTION:** Consideration of letters on interest and appointment of planning commissioner to fill the vacancy and represented precinct 4 (Mark Twain) on the Storey County Planning Commission. The vacancy was posted and letters of interest were received by June 26, 2015.
12. **DISCUSSION/POSSIBLE ACTION:** Approval and acceptance of a Community Development Block Grant (CDBG) award in the amount of \$114,206.00 for Cab and Chassis Upgrades to the Storey County Fire Protection District Lockwood Ambulance and authorization for Cherie Nevin to sign all associated grant documentation.
13. **DISCUSSION/POSSIBLE ACTION:** Contract with State of Nevada, Department of Health and Human Services for provision of Medicaid match services and providing terms on which Storey County will be billed by the State for its share of Medicaid expenditures.
14. **DISCUSSION/POSSIBLE ACTION:** Approval of accounts payable checks date 07/10/15 for \$771,734.52.

COMMUNITY DEVELOPMENT AND PLANNING

15. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit 2015-021 by Kathryn Ann Muhs, the applicant is requesting a Special Use Permit to construct a mother-in-law quarters attached to an existing garage and single-family residence at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada, (APN: 003-092-95).
16. **FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**
 - A. ROSENDIN ELECTRIC - Contractor / 880 Maybury Road ~ San Jose, CA (elect. contractor)

- B. RENOWN HEALTH URGENT CARE -- General / 420 USA Parkway (Urgent Care) TRI
- C. APPLIED SOIL WATER TECHNOLOGIES - Contractor / 56 Coney Island ~ Sparks (engineering)
- D. HERTZ EQUIPMENT RENTAL - Contractor / 1610 Kleppe Lane ~ Sparks (equipment rental)
- E. LOBO CONSTRUCTION - Contractor / 3700 N Virginia ~ Reno (contractor)
- F. SIERRA ROOFING SUPPLY - Contractor / 5900 S Lake Forest Dr ~ McKinney, TX (contractor)
- G. LRG CONSTRUCTION, LLC - Contractor / 2215 Driscoll Drive ~ Reno (contractor)
- H. QUALITY PLUS SVCS - Contractor / 2215 Renaissance Drive ~ Las Vegas (contractor)
- I. A-Z TRUCK MARINE AND RV - General / 3033 Waltham Way (repair, parts, access.) TRI
- J. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- K. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation) MCC

17. PUBLIC COMMENT (No Action)

18. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.

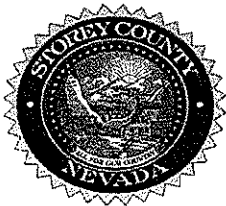
Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

Storey County is an equal opportunity provider and employer.

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before July 15, 2015; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 21 2015

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for July 7, 2015

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JULY 7TH, 2015 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner McGuffey, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Comptroller Hugh Gallagher, District Attorney Anne Langer, Outside Counsel Robert Morris, Chief Deputy Melanie Keener, Tourism Director Deny Dotson, Government Affairs Director Bum Hess, Administrative Officer/Senior Planner Austin Osborne, Emergency Management Director Joe Curtis and Planner Jason Van Havel.

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

The meeting was called to order by the Chair at 10:00am

2. **PLEDGE OF ALLEGIANCE**

The Chair led those present in the Pledge of Allegiance

Chairman McBride commented on the 4th of July activities in Virginia City. The fireworks were amazing and he thanked everyone involved in the event.

3. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for July 7, 2015

Mr. Whitten asked that item 15 not be heard, he has received notice from the folks at the Mustang, and they are working with the Sheriff to resolve the issue.

Motion: Approve Agenda for July 7, 2014, **Action:** Approve with changes requested

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

4. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for June 16, 2015

Motion: Approve Minutes for June 16, 2015, **Action:** Approve **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**Summary:** Yes=3)

5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for June 23, 2015

Motion: Approve Minutes for June 23, 2015, **Action:** Approve **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey, **Vote:** Motion carried by unanimous vote (**Summary:** Yes=3)

CONSENT AGENDA

6. For possible action approval of Payroll Checks date 06/19/15 \$321,858.44. Accounts payable checks date 06/12/15 for \$509,837.26, and \$5,023.22, checks date 06/17/15 for \$6,000.00, and checks date 6/26/15 for \$812,970.37 and 6,706.34.
7. For possible action approval of Business Licenses First Readings:
 - A. ROSENDIN ELECTRIC- Electrical Contractor/880 Maybury Road, San Jose, CA
 - B. RENOWN URGENT HEALTH CARE - General/420 USA Parkway, TRI (urgent care)
 - C. APPLIED SOIL WATER TECHNOLOGIES -Contractor/56 Coney Island, Sparks (engineering)
 - D. HERTZ EQUIPMENT RENTAL - Contractor/1610 Kleppe Ln, Sparks (equipment rental)
 - E. LOBO CONSTRUCTION - Contractor/3700 N Virginia, Reno
 - F. SIERRA ROOFING SUPPLY Contractor/5900 S Lake Forest Dr., McKinney, Texas
 - G. LRG CONSTRUCTION, LLC - Contractor/2215 Driscoll Dr., Reno
 - H. QUALITY PLUS SVCS - Contractor/2215 Renaissance Dr., Las Vegas
 - I. A-Z TRUCK MARINE AND RV - General/3033 Waltham Way, TRI (repair, parts, access.)

END OF CONSENT AGENDA

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

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

Merilee Miller, River District:

- A "birthday" party recognizing the establishment of the River District Advisory Board will be held at the Lockwood Community Center on July 28, with lunch at 11:30 AM and the regular meeting at 12:30 PM, followed with birthday cake.
- A community calendar is now available and will be posted each month.

Joe Curtis, Emergency Management Director:

- Flash-flooding occurred in the Mark Twain on July 6th. This is the second time in a week. Despite significant damage to streets, there was no structural damage or injuries. Initial reports were received at approximately 4PM. Public Works had all roads open by 5:30 P.M. There is a reported potential for more flash-flooding today.
- Sand and sandbags are available at the Mark Twain Community Center for anyone who needs them. Firefighters will be on hand to assist in the filling of sandbags.

Deny Dotson, Tourism Director:

- The 4th of July events in Virginia City were very successful and well attended. Thanks to the donations and assistance of community members, the fireworks were the best ever.
- The Comstock Classics car show will be held Saturday, July 18th.
- As part of Hot August Nights, a two day "kick off rally" classic car event will be held in Virginia City on July 31st and August 1st.
- The Blue Knights, a law enforcement motorcycle group, will be visiting Virginia City on Tuesday, July 14th. Approximately 1,000 motorcycles will be in town. "Motorcycle only" parking will be posted throughout the day.
- Work continues on the fairgrounds. 1,000 seat bleachers are scheduled to arrive this week. Construction is on track for the fairgrounds to be ready for the camel races. The site will be used for parking of car trailers and tow vehicles during the Hot August Nights event.

Austin Osborne, Administrative Officer/Senior Planner:

- The Master Plan is still being updated. It is recommended that the public submit comments regarding the Master Plan to our Planning group.
- The Planning Department announced there is a program available through USDA for re-drilling and mitigation work on wells. Residents can contact Mr. Osborne for information regarding the USDA program.
- The mono-pine cell tower is up in Virginia City Highlands. Negotiations are underway with Verizon and T-Mobile to get service up and running, hopefully by September.

Hugh Gallagher, Comptroller:

- Mr. Gallagher will be meeting with the State Department of Taxation regarding sales and use tax reporting. Since the County is no longer on Guaranteed Share, it is important to understand the reporting process.
- A meeting is also scheduled with representatives of the V & T Rail Commission regarding accounting reports. The County has withheld funds from the Rail Commission in anticipation of accurate accounting.

Vice Chair Gilman asked if the County had ever been off of Guaranteed Share in the past.

Mr. Gallagher answered no. Regarding the collection of taxes, the County will go into a pool with others not on Guaranteed Share and will receive a portion of those funds. The County will receive the majority of all the out-of-state sales.

Mr. Gilman said the County has a new revenue generation center and suggested workshops be held for staff and others to identify what can be addressed or re-visited to enhance the experience of generating revenue out of sales tax.

Mr. Gallagher said he will address this issue with the Department of Taxation during their meeting.

Commissioner McGuffey said the process of collecting from the V & T Rail Commission is very convoluted. Several requests have been made for an audit to determine where funds have actually been going. The issue is close to being resolved.

Chair McBride would also like to see an audited financial.

Melanie Keener, Chief Deputy Sheriff:

- The Bureau of Indian Affairs contract has been reviewed and approved. The Sheriff's Department is waiting to hear from BIA to see when housing of inmates will begin.

Pat Whitten, County Manager:

- Mr. Whitten, along with Mike Nevin, attended a meeting with the State and representatives of the Marlette-Hobart Water System. The system is under great stress due to the drought. Based on the Franktown Decree, Storey County is first in line on the system. Residents and business owners are requested to do their best to continue conservation practices.
- The crack-sealing on the owner's portion of Cartwright Road in the Highlands has begun and should be completed in approximately 30 days.
- A (fire) ladder truck for TRI has been located. It has been certified to be in good condition and will be re-furnished and equipped for the County's needs. It is anticipated to be in use at the industrial park within 60 days.
- Thank you to everyone involved in reacting to and handling the flash flood situation in Mark Twain. We are looking at a flood study to be prepared, particularly in the Mark Twain area.
- Three new structure engines have been received by the Fire Department. Specialized equipment is being installed and the engines should be ready for use within two weeks.

Vice Chair Gilman suggested the installation of "eye-brow ditches" to help divert water in the Mark Twain area.

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

Commissioner McGuffey:

- Mr. McGuffey thanked Comstock Mining for due diligence in the work on SR342 and the early opening of the road.

Chairman McBride:

- Chair McBride and County Manager Whitten will be attending an annual NACO conference in Charlotte, North Carolina later this week, joining with the Nevada delegation. The conference includes continuing education and lectures.

10. DISCUSSION ONLY (No Action): 2015 Legislative Session review by Walker & Associates, Bum Hess and Maggie Lowther.

Chair McBride introduced the County's legislative representatives - Steve and Mary Walker, and Bum Hess. Maggie Lowther is unable to be present. The County meets with these representatives on a bi-weekly basis throughout the term of the Legislature. The meetings include many elected officials as well as county staff.

Mary Walker thanked Chair McBride and County staff for attendance and input at all meetings. Ms. Walker also thanked the County's Legislators - Senator Settemeyer and Assembly Wheeler.

Ms. Walker said many bills passed that had been presented for several decades. Most bills that would have been detrimental, were either amended or killed. Ms. Walker reviewed and described bills that were passed, including SB 168 regarding collective bargaining and AB172, prevailing wage - passed after 30 years.

Ms. Walker continued with a review of bills that were killed or did not pass. Overall, Ms. Walker felt this was an excellent session. Several items were passed that had been presented for many years.

Vice Chair Gilman commented regarding SB170. All of the extra work and effort that went in to this bill is appreciated. If SB170 had not passed, SWITCH would not be here today. This company will most likely bring more economic impact to the entire region than anyone other in Northern Nevada.

Steve Walker discussed AB106, regarding design professionals. Mr. Walker feels this bill needs to be looked at again. Mr. Walker continued to review other bills including water bills. This year there were 10 Water bills - 8 of these bills died. Water bills became political instead of resource-based. One bill that could affect Storey County is SB476, a Conservation District, allowing for funding of conservation districts on a parcel basis - parcels within a district.

Burn Hess said this was a great session. One bill to continue watching, is the Washoe County boundary line which will keep coming up. Also, the mining bill.

Mr. Hess thanked Mary and Steve Walker for their incredible work.

Vice Chair Gilman and Commissioner McGuffey expressed appreciation to Mary and Steve Walker, and Mr. Hess for all the hard work.

County Manager Whitten also thanked Maggie Lowther for being a vital part of the process for many years. Maggie is the County's true "due diligence" person. Maggie is retiring and the County has a plaque to present to her.

Mr. Whitten thanked County staff members Mike Nevin, Gary Hames, and Gerald Antinoro who attended many sessions.

- 11. DISCUSSION ONLY (No Action - No Public Comment):** Discussion and direction to staff regarding the request to the Federal Government for an additional zip code in Storey County specifically for the McCarran portion of the County.

County Manager Whitten said a draft letter has been completed and is out for review with some of the County's congressional delegation. The County has been advised that a request for an additional zip code must streamline, enhance, facilitate and benefit the delivery of mail. This is the only criteria. Sales tax situations with the Department of Taxation are not considered.

It is anticipated that this request will be rejected. Mr. Whitten has been advised that once the Post Office says no, application cannot be resubmitted for ten years.

- 12. DISCUSSION/POSSIBLE ACTION:** The Nevada Department of Transportation, Storey County Work Program. (Continued from the June 16, 2015 meeting, see file for supporting documents.)

Vice-Chairman Gilman recuses from discussion and vote on this item.

County Manager Whitten re-capped the work program presented at the last meeting. There is approximately \$77 million allocated for Storey County projects. Most of the funds are focused on completing USA Parkway. There are a few other small projects.

Motion: Approve the Nevada Department of Transportation, Storey County Work Program,

Action: Approve **Moved by:** Commissioner McGuffey, **Seconded by:** Chair McBride

Vote: Motion carried by unanimous vote (**Summary:** Yes=2)

13. **DISCUSSION/POSSIBLE ACTION:** Approve first reading of Ordinance 15-266 an ordinance amending Storey County Code section 17.12.064 Public Utility Uses to establish a procedure for permitting aboveground utility projects and renewable energy generation projects and providing for other properly related matters.

Special Counsel Robert Morris introduced Ordinance 15-266, reading the title into the record. The 2013 Legislature requires the County to incorporate into its Master Plan, aboveground utility corridors. The County is also required to pass an ordinance with the procedures for approving aboveground utility projects. If it is in one of the Master Plan corridors, it's a very simplified approval process. Outside of the corridor, a Special Use Permit is required.

Senior Planner Austin Osborne said the Utility ordinance regulates the use of aboveground utilities, such as high voltage transmission lines. The utility corridors are established by the Master Plan. Mr. Osborne is working with NV Energy on where to put these corridors. There are some existing areas which will likely become the utility corridors.

When the Ordinance is in place, the next step will be the Master Plan. The anticipated completion date for the Master Plan is December.

Motion: Approve the first reading of Ordinance 15-266 an ordinance amending Storey County Code section 17.12.064 Public Utility Uses to establish a procedure for permitting aboveground utility projects and renewable energy generation projects and providing for other properly related matters,

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

14. **DISCUSSION/POSSIBLE ACTION:** Approval of resolution 15-429 setting the tax rate levy for 2015/16.

County Manager Whitten stated this is part of approving the Tentative and Final Budgets. Anticipated tax rates were discussed during the budget process. No changes or increases have occurred since the budget was approved.

Chair McBride commented that taxes may still go up 3% on residential and 8% on commercial as mandated through NRS.

Motion: Approval of resolution 15-429 setting the tax rate levy for 2015/16, **Action:** Approve
Moved by: Vice Chair Gilman, **Seconded by:** Commissioner McGuffey **Vote:** Motion carried by
unanimous vote (**Summary:** Yes=3)

15. DISCUSSION/POSSIBLE ACTION: Appeal of brothel card denial of Carmen Rivera by the
Storey County Sheriff's Office, pursuant to Storey County Code 5.16.220(G).

No action taken.

COMMUNITY DEVELOPMENT AND PLANNING

16. DISCUSSION/POSSIBLE ACTION: Variance 2015-012, by Jennifer Barnes. The applicant is
requesting a sign variance for the Mustang Ranch Steakhouse at 5 North C Street in Virginia City,
Storey County, Nevada (APN: 001-086-01). The applicant requests variances to the provisions of
SCC 17.84 (ordinance regulating signs and billboards) for the following purposes: (1) to allow a
sign to be more than 15 inches in width (height) which will be attached above the porch facing C
Street of the subject property; (2) to allow a sign attached to the end of the porch facing Union
Street (south) of the subject property, and allow more than 15 inches in width (height) of that
porch-end sign; and (3) to allow a back-lighted "Open" sign to be installed inside of a window
abutting Union Street but facing C Street (west) of the subject property.

Due to holding a pecuniary interest in the business under consideration, Vice-Chairman Gilman
recuses himself from discussion and vote on this item.

Planner Jason Van Havel presented this item. The variance application applies to three signage
issues at the subject property. The height of the sign facing C Street is higher than covered in
zoning. Second, the sign facing the side is not allowed per zoning. The third issue is a lighted-
neon "Open" sign in a side door, also not allowed per zoning.

The Storey County Planning Commission recommends approval of the first two signs regarding
heights and locations. In regards to the neon sign, the Commission recommended coordinating
with the Historic District to find a suitable sign that fits the need of the business and also
addresses the need to maintain the historical appearance of the C Street area.

Mr. VanHavel presented an addendum regarding the recommendations of the Planning
Commission.

Commissioner McGuffey questioned the difference between a neon sign and a lighted sign.
Mr. McGuffey also asked what sign height is applicant requesting for the front and side of the
porch.

Mr. Whitten indicated that the back-lit, neon appearing signs are a "no". An illuminated sign, if
approved by the Historic District, could be acceptable.

Mr. VanHavel stated the signs are currently in place so the exact height is not available. Both
signs appear to be approximately 36" high.

Austin Osborne clarified that at this time there is a neon sign in the window, above a door, in the alleyway. The Planning Commission spent considerable time customizing this condition to meet the intent of the applicant and to address a hardship - that being the location of the business on the alley and below grade level. The Planning Commission said to get rid of the neon sign and replace with something approved by the Historic District. An option would be to back light the sign or front light it - whatever the Historic District finds appropriate.

Mr. Osborne discussed the confusion experienced by some applicants who think that approval from the Historic District is all that is needed. There is also a County Ordinance with other requirements. There is a misalignment between the zoning ordinance and the Historic District regarding signs. This leads to mis-communication on the part of applicants.

Mr. Osborne will be meeting with the Historic District with the intent to create collaboration between the District and the County, and discussing adjustments to the sign ordinance.

Chair McBride said it would be good to have everyone on the same page.

Mr. Van Havel made a change to number 3 of the modified proposed motion, changing "back-lighted" to "neon" or "neon appearing".

Mr. Van Havel read the findings of facts into the record as follows:

There are special circumstances applicable to the subject property, including the configuration of the building and the location of the restaurant and saloon therein. Therefore, the strict application of the zoning ordinance deprives a portion of the subject property – particularly the saloon which is principally accessed from Union Street – of privileges enjoyed by other properties in the vicinity or under identical zone classification.

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

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

The proposed Variance is in compliance with the purpose and intent of Federal, Nevada State, and Storey County regulations including, but not limited to, SCC 17.84 Signs and Billboards, and NRS 384 as determined by Comstock Historic District Commission.

The proposed Variance is in compliance with and supports the goals, objectives and recommendations of the Storey County Master Plan.

Motion: Approve Variance 2015-012 for the following purposes: (1) to allow a sign to be more than 15 inches in width (height) which will be attached above the porch facing C Street, (2) to allow a sign attached to the north end of the porch facing Union Street (south) and allow more than 15 inches in width (height) of that sign; and (3) to not allow a back-lighted "Open" sign to be installed inside of a window abutting Union Street but facing C Street (west), but to allow external lighted or non-lighted sign at or around that building entrance location that is approved by Comstock Historic District, all at 5 North C Street, Virginia City, Nevada APN: 001-086-01 **Action:** Approve **Moved by:** Commissioner McGuffey, **Seconded by:** Chair McBride **Vote:** Motion carried by unanimous vote (**Summary:** Yes=2)

17. DISCUSSION/POSSIBLE ACTION: In accordance with Condition No. 2.2 of Special Use Permit No. 2000-222-A-5 (SUP) held by Comstock Mining, LLC, the SUP holder (Comstock Mining) submitted to the Board of County Commissioners a major modification to its mine operating plan so that the board may validate that the modification conforms to the conditions of the existing SUP. The major modification will allow Comstock Mining to perform construction activities of an underground mine portal and underground workings for exploration and mining allowed by the SUP within and eastward of the Lucerne Resource Area (existing mine pits) in Southern Gold Hill, Storey County, Nevada. The subject area map and narrative description are included in Enclosure B.

Senior Planner Austin Osborne presented this item. As a condition of the SUP held by Comstock Mining, all major modifications to its operating plan must come before the Board of Commissioners for validation. The modification presented will allow Comstock Mining to convert its operation from a surface mine to an underground mine. This has been the goal since Comstock Mining started. Most surface mine operation will be de-commissioned. Both underground mining and exploration will be done.

Rachel Elderman, Environmental Director at Comstock Mining, gave a slide-show presentation of the proposed underground activities. These activities would commence either today or upon the Storey County Commissioners verification that the modification meets the SUP requirements.

Ms. Elderman said the activities include construction of an underground exploration portal. The proposed modification does not include any changes to process components, and also does not include any incremental surface disturbances.

Ms. Elderman presented maps of the areas of underground exploration and discussed construction of the mine. Power and ventilation issues were part of the presentation. The slide-show provides a thorough description of the underground construction and activities.

As there are no additional surface disturbances, Comstock Mining is not proposing any bond amendments with the County. All activities of reclamation are included with the State bond.

Commissioner McGuffey asked what is included in the reclamation. How big in diameter are the vertical ventilation shafts?

Ms. Elderman said closure of the portals is included, as well as closure of the raises, and removal of any temporary facilities - buildings, tanks, and generators. It also includes re-vegetation of

any surface, removal of any fencing, back-filling and concrete. Usually the ventilation shafts sit on a 20 by 20 foot pad, but can vary in size. The actual shafts are not that big. The shafts can be used as secondary escape routes.

Chair McBride acknowledged that a lot of people have wanted this and will be more comfortable with the underground mining.

Scott Jolcover, Comstock Mining, Director of Business Development, said the fantastic job of reclamation and seeding of the keystone can be seen when driving through Gold Hill. The area is very green and is a tribute to the efforts of CMI towards restoration and reclamation.

Motion: In accordance with Condition No. 2.2 of Special Use Permit (SUP) No. 2000-222-A-5, I, Commissioner Lance Gilman validate that the major modification to Comstock Mining's operating plan conforms to the conditions of the existing SUP, and, accordingly, authorize county staff to accept the operating plan modification and to proceed otherwise in accordance with the applicable federal, state, and county regulations, **Action:** Approve **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey **Vote:** Motion carried by unanimous vote (**Summary:** Yes=3)

18. **DISCUSSION/POSSIBLE ACTION:** Memorandum of Understanding between Storey County and the Dayton Valley Conservation District (DVCD) for noxious weed abatement in Six and Seven Mile Canyons, Gold Hill, Gold Canyon, Virginia City, and American Flat, in Storey County.

Senior Planner Austin Osborne presented this item. This is an annual program in the areas noted. The County enters into an interlocal contract with the Dayton Valley Conservation District as they have the crews, trucks, sprayers, and chemicals. It is mutually beneficial to the County and the DVCD in addressing the problem of noxious weeds. Essentially all riparian areas in the places noted are covered.

Commissioner McGuffey indicated there is a lot of white-top in the Highlands and he does not see the Highlands on the areas to be covered.

Mr. Osborne said every year the area covered has been expanded. Mr. Osborne is working with Bret Tyler at the other end of the County in an attempt to collaborate with Washoe County Weed Abatement District to possibly include our area in their district, in hopes to begin next year and to make it through the Highlands within 3 or 4 years.

Commissioner McGuffey expressed concern about how much the white-top has taken off in the Highlands.

Mr. Osborne said it is not necessarily funding that is the issue, it's availability of crews and equipment. The white top is being seen more because of the recent rains and lack of snow in the winter. White top is prevalent in Washoe County.

Vice Chair Gilman said white top is very difficult to eradicate.

Mr. Osborne explained that Six Mile and Seven Mile Canyons were nothing but white top several years ago. These areas were treated and the white top was gone. Now it is starting to creep back in. The idea is to keep it under control.

County Manager Whitten asked if we had funds right now to address portions of the Highlands, are there resources to do that.

Mr. Osborne said the Dayton Valley Conservation District is a very strong, established conservation district. Their main purpose is to help ranchers, farmers and landowners to abate problems. The County has been able to utilize their resources through interlocal cooperation to solve our problems. This is because this area is a seed source for DVCD. On the Washoe side, the County can do the same thing. There are some problems with demographics of their district - not being ranch and farming areas. There are also problems funding staff and with lack of equipment. There is a weed management district area in Pleasant Valley that could be expanded to cover Storey County. They might have the crews and resources to do the work. Next year the County may be able to fund and work with Pleasant Valley.

Merilee Miller, River District: The community gardens at Peri Ranch Road are completely surrounded by white top. Something needs to be done in the River District. Ms. Miller asked for direction on what the residents can do to get rid of the white top. The residents would be happy to clean up the area.

Mr. Osborne said individual property owners can obtain products at home and garden stores to spray on white top to manage their property. It should be cut and sprayed, never pulled out.

Mr. Osborne hopes that next year the County will be able to enter into agreement with another agency to help get this under control. It will take time and resources.

Motion: Approve Memorandum of Understanding between Storey County and the Dayton Valley Conservation District (DVCD) for noxious weed abatement in Six and Seven Mile Canyons, Gold Hill, Gold Canyon, Virginia City, and American Flat, in Storey County, **Action:** Approve **Moved by:** Vice Chair Gilman, **Seconded by:** Commissioner McGuffey **Vote:** Motion carried by unanimous vote (**Summary:** Yes=3)

19. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- A. HARDSCAPES, INC. - Contractor / 950 Dartmouth Drive ~ Reno (paver installation)
- B. ACE GRADING & PAVING - Contractor / 6015 S. Virginia St., ~ Reno (asphalt paving)
- C. A J ELECTRIC, LLC - Contractor / 3659 Crestridge Way ~ Reno (electrical contractor)
- D. ARROW SIGN COMPANY - Contractor / 1051 46th Avenue ~ Oakland, CA (sign contractor)
- E. IONIX, LLC - General/3033 Waltham Way, Unit 5, TRI (metal fabrication) location change
- F. RICH DOSS, INC. - General/201 Wild Horse Canyon Dr., McCarran (transportation)

County Manager Pat Whitten, on behalf of Community Development, said it is recommended that that items a. through d. be approved, and items e. and f. be continued.

Motion: Approve items a., b., c., and d., **Action:** Approve, **Motion by:** Vice Chair Gilman,
Seconded by: Commissioner McGuffey, **Vote:** Motion passed by unanimous vote (**Summary:**
Yes=3).

Motion: Continue items e., and f., **Action:** Approve, **Motion by:** Vice Chair Gilman,
Seconded by: Commissioner McGuffey, **Vote:** Motion passed by unanimous vote (**Summary:**
Yes=3).

20. PUBLIC COMMENT (No Action)

None

21. ADJOURNMENT 12:45

The meeting was adjourned by the Chair at 12:45 PM.

Respectfully submitted,

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 21, 2015

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. For possible action approval of Payroll Checks date 07/02/15 \$453,289.86. Accounts payable checks date 06/29/15 for \$109,687.21, and \$50,659.28, checks date 07/10/15 for \$100,000.00 and \$6708.91, and checks date 6/03/15 for \$50,541.64.

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

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: 775 847-1006

4. Staff summary: Please find attached the claims

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. Legal review required:

__NA__ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5

Payroll Type: Regular Check Date: 07/02/15 Period-end Date: 06/28/15
Payroll Groups: 1 2 3 4 5 6 7 8

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			60,558.72
Total Deductor Checks:			106,567.05
Total Employee Checks:			2,138.00
Total Employee Direct Deposit:			264,663.87
Total Employee Peds Xferd on Dir Dep File:			7,242.50
Total User Transfer to Deductor:			12,128.72
Total Disbursed:			453,298.86

Approved by the Storey County Board of Commissioners: _____

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

STOREY COUNTY PAYROLL SYSTEM
Check Register

Rept: PR0510A
Run: 06/29/15 12:17:26

Payroll Type: Deductor Check Date: 06/29/15

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			109,687.21

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
<i>McLean for H. Gully</i>	<i>6/29/15</i>	
COMPTROLLER		
<i>Deane</i>	<i>6/29/15</i>	
TREASURER - Deputy		

Check/ DD # Emp # Ded # Payee Amount
Payroll Type: Deductor Check Date: 06/29/15

Total User Transfer for EFTPS: .00
Total Deductor Checks: 50,659.28

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN COMMISSIONER
Specimen for H. G. Gallagher 6/29/15
COMPTROLLER
Deputy 6/29/15
TREASURER Deputy

Report No: PB5480ST
Run Date : 07/08/15
PC

NUMBER VENDOR

FUND-DEPT INVOICE #

STOREY COUNTY
PURCHASE CARD REGISTER

Page 2

CARD
TOTAL

DESCRIPTION DATE TRANS# AMOUNT

OK signed for A. Salles 7.8.15
CONTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

STOREY COUNTY
PURCHASE CARD REGISTER

CARD
TOTAL

56 WELLS ONE COMMERCIAL CARD

FUND-DEPT INVOICE #

PAYMENT

DESCRIPTION

DATE

TRANS#

AMOUNT

APP # 030950	POB RENEWAL / POB 493	6/30/15	510	68.00
AVA'S FLOWERS-244931	M.LOWTHER - FAIN	6/30/15	516	72.92
BURNS 062215	CERTIFIED TO JC'S EXPR	6/30/15	508	8.11
BURNS 062615	CASE TO LYON CO	6/30/15	508	2.54
C.NEVIN- 4IMPRINT	WATER BOTTLES PUBLICEN	6/30/15	520	412.78
DOSEN 061915	DOG CRATE	6/30/15	508	192.72
DOSEN 062215	CAT TRAP	6/30/15	508	285.98
DOSEN 062215	FINGERPRINT	6/30/15	508	169.95
DOSEN 062315	TRAFFIC WAND	6/30/15	508	206.84
DOSEN 062315	SHERIFF TAPE	6/30/15	508	268.44
INV #...7377026	TEXT/TRNG CHAPMAN FY15	6/30/15	510	23.58
INV #...9860202	TEXT/TRNG HANSEN FY15	6/30/15	510	22.74
LUNCH@PHILLYS-NVE	TRI TOUR - WHITTEN	6/30/15	516	92.02
OFFICE FAN	LYNDA.COM COM TRNG REC	6/30/15	519	40.87
ORDER #A-500714690	PAPER PURCHASE	6/30/15	510	24.99
REC #MISSING	FY2015	6/30/15	510	45.95
SCDA ADD'L POSTAGE	INK JET PRINTER AND IN	6/30/15	517	42.60
TRN810-DEANE	6/30/15 SHRM CONF-OSBO	6/30/15	514	308.94
0871535 SID'S CAFE	BOOKSTORE - OSBORNE	6/30/15	516	23.62
1-9-1002485 SHRM CON	ST#74 DSL	6/30/15	516	19.30
138011663	CH WIRELESS DSL	6/30/15	514	70.00
138023935	SO DSL	6/30/15	514	60.00
138864913	6/29/15 SHRM CONF-OSBO	6/30/15	514	75.00
1654312 SID'S CAFE	6/30/15 SHRM CONF-OSBO	6/30/15	516	24.62
1686335 SID'S CAFE	6/30/15 SHRM CONF-OSBO	6/30/15	516	26.78
187143 SID'S CAFE	6/29/15 SHRM CONF-OSBO	6/30/15	516	27.78
BREY.S SWIM OUT 6/23	GUARD UMBRELLAS	7/10/15	508	.00
CHARGE ERROR		7/10/15	514	.00
CORRECTION FOR ERROR		7/10/15	507	177.88
HAYMORE / HOME DEPOT		7/10/15	505	123.53
HOTELS.COM	GOLD HILL DEPOT SUPPLI	7/10/15	505	123.53
JASONW-LOWES 6/22	HOTEL FOR VEGAS CLASS	7/10/15	509	205.32
JASONW-OFFICE 6/22	LW PARK-STRING, TRIMME	7/10/15	505	131.04
KM CAMELOT PARTY REN	POOL- CASH REGISTER, TA	7/10/15	507	159.97
MNEVIN-TSA CUST 6/19	DEPOSIT CANOPY/STAGE R	7/10/15	507	137.78
MNEVIN-HRBR FRT6/25	SPRAY BED LINER	7/10/15	518	468.98
SKRETTA-DIGIKEY 6/29	ANGLE GRINDER	7/10/15	507	490.00
SKRETTA-MICHAELS6/30	ROAD BROOM KEY	7/10/15	507	64.99
VANHAVEL ADOBE SFTWR	RANGER TIRES	7/10/15	507	14.76
0120 CAB FEE TO AIR		7/10/15	507	1,059.96
069337-DEANE	PORT/SHRM CONF-OSBORNE	7/10/15	506	14.99
092266-DEANE	POE INJECTORS CH CAMS	7/10/15	499	24.02
1871830 SID'S CAFE	2X 1500 BATTERY BACKUP	7/10/15	512	296.99
231377 BOTCHA-CALOOP	7/1/15 SHRM CONF-OSBOR	7/10/15	512	399.98
421853948685 HOTEL	RETIRE PLAQUE/LOWTHER	7/10/15	499	25.62
6178/0014/803 7/1/15	CHG SHRM CONF-OSBORNE	7/10/15	499	115.00
	PARKING/SHRM CONF-OSBO	7/10/15	499	266.56
				38.00

6,708.91

6,708.91

Card Total

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

Report No: PB1390
Run Date : 07/10/15
CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

82796 2016 377 CITY OF CARSON TREASURER

STOREY COUNTY
TYPED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
100,000.00	100,000.00	7/10/15	NEV COMMIS RECON VT	RECONSTR. V&T RAILWAY

TYPED CHECKS TOTAL 100,000.00

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

McL...
COMPTROLLER 7/10/15

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

Rept: PRO510A
Run: 06/03/15 14:59:31

STOREY COUNTY PAYROLL SYSTEM
Check Register

Page 2
PRELIMINARY

Payroll Type: Deductor
Check Date: 06/03/15

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			50,541.64

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN COMMISSIONER COMMISSIONER

Mark for H. Gellinger 6/3/15

COMPTROLLER

Corey V. Quinn 6/3/15

TREASURER - Deputy



Storey County Board of County Commissioners

Agenda Action Report

Meeting Date: Tuesday, July 21, 2015

Estimate of Time Required: 5 min

Agenda: Consent ☒

Regular ☐

Public Hearing Required ☐

1. Title: Justice Court Quarterly Report

2. Recommended Motion: Approve

3. Prepared By: E.F. Herrington, Justice of the Peace

Department: Justice Court 775-847-0962

4. Staff Summary:

5. Supporting Materials: EOP Listings for April, May, June 2015

6. Fiscal Impact: None ☒

Funds Available: n/a Fund: ☐ Comptroller ☐

7. Legal Review Required: District Attorney ☐

8. Reviewed By:

☐ Department Head

Department Name: Commissioners' Office

☐ County Manager

☐ Other Agency Review

9. Board Action:

☐ Approve

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 6

Virginia Township Justice Court ~ Storey County, Nevada

26 South B Street, Second Floor
Virginia City, Nevada 89440



775-847-0962 • Facsimile: 775-847-0915
www.storeycounty.org

2015 JUL -6 AM 10: 01

SECRETARY CLERK

BY VS
DEPUTY

July 6, 2015

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for April, May, and June, 2015.

I, E.F. Herrington, Virginia Township Justice of the Peace, Storey County, Nevada, do hereby certify that to the best of my knowledge and belief, the attached information is a full, true and correct statement of NRS 4.100.

E.F. Herrington
Justice of the Peace

Subscribed and sworn before me

this 6 day of July 2015.

Justice Court Clerk

Date: 07/06/2015 09:26
CRTR7170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 03/31/2015 08:43:18.43
To 04/30/2015 09:27:39.43

Page: 1

APRIL 2015 EOM

Disbursed Total

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	2,164.00	52
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	383.00	50
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	108.00	50
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	150.00	29
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	138.00	44
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	265.00	3
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	56.25	3
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	247.50	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	191.75	5
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	180.00	3
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	4,907.00	61
1F COURT FACILITY FEE/001-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	460.00	45
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	35.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	3.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	271.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	312.00	44
1F DUI SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	125.00	2
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	75.00	3
MARRIAGE-After hours/000-000-00000	E.F. Harrington	N/A	N/A	140.00	2

*** End of Report ***

Date: 06/04/2015 15:50
CRTR7170

End Of Period Listing - Actual
VIRGINIA TOWNSHIP JUSTICE COURT
From 04/30/2015 09:27:39.43
To 05/29/2015 12:59:45.31

Page: 1

MAY 2015 EOM

Disbursed Total

8,549.00

*** End of Report ***

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	2,005.00	55
170-000-34206					
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	350.00	49
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	100.00	49
1F AA FEE - STATE	NEVADA STATE CONTROLLER	N/A	N/A	165.00	34
(GENERAL)/170-000-35114					
1F AA FEE - GENETIC MARKER	STOREY COUNTY TREASURER	N/A	N/A	153.50	49
ANALYSIS/180-000-35101					
1F BOND PROCESSING FEE -	STOREY COUNTY TREASURER	N/A	N/A	18.75	1
COUNTY/001-000-34204					
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	367.50	8
1F CIVIL FEES - COURT	STOREY COUNTY TREASURER	N/A	N/A	266.50	11
ACCOUNT/187-000-35104					
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	3,709.50	62
1F COURT FACILITY FEE/001-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	560.00	51
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	15.00	0
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	330.75	0
1F SPECIALTY COURT FEE	NEVADA STATE CONTROLLER	N/A	N/A	394.00	52
(MISD)/170-000-34217					
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	82.50	2
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	6.00	6
1F BOND FILING FEE VICTIM OF	NEVADA STATE CONTROLLER	N/A	N/A	25.00	1
CRIMES/170-000-35108					
MARRIAGE-After hours/000-000-00000	E.F. Herrington	N/A	N/A	210.00	3

JUNE EOM 2015

Disbursed Total

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	2,544.00	64
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	443.00	57
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	128.00	57
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	240.00	42
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	197.50	56
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	440.00	4
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	0.00	1
1F CIVIL FEES - COURT ACCOUNT/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	128.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	4,901.50	67
1F COURT FACILITY FEE/001-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	630.00	56
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	20.00	0
1F OVERPAYMENTS TO COUNTY001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	0.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	384.00	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	445.00	58
1F DUI SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	75.00	1
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	0.00	1
*** MARRIAGE-After hours/000-000-00000 End of Report ***	E.F. Herrington	N/A	N/A	210.00	3

10,576.00



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: July 21, 2015

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Treasurer Report for June 2015

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:** Report is attached.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 7

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From		Check Date	Amount	Outstanding Checks	Through
					Check#	0/00/00 - 6/30/15				
CK	80402	199 00	404064	PROFESSIONAL FINANCE CO I			10/03/14	311.86		
CK	80647	199 00	404064	PROFESSIONAL FINANCE CO I			10/31/14	566.50		
CK	80820	199 00	403285	BERGER BLDG SUPPLY CO INC			11/26/14	725.13		
CK	80918	199 00	99837	BATTERIES PLUS (RENO)			12/12/14	99.00		
CK	81459	199 00	404587	APPELBAUM, TREVOR			2/20/15	25.00		
CK	81518	199 00	103451	NEVADA JUDGES OF LIMITED			2/20/15	250.00		
CK	81614	199 00	404590	KALATA, COREY MICHAEL			3/06/15	25.00		
CK	81922	199 00	403959	BENDER, DEBORAH			4/17/15	60.00		
CK	81937	199 00	404621	EVANS, CHAD			4/17/15	16.91		
CK	81973	199 00	404619	SEAY, JOHN			4/17/15	39.75		
CK	82273	199 00	404647	ARDAGH GROUP			5/29/15	108,500.00		
CK	82277	199 00	403959	BENDER, DEBORAH			5/29/15	180.00		
CK	82298	199 00	401381	GAUNT, DANIEL			5/29/15	92.54		
CK	82317	199 00	101775	LEE JOSEPH INC			5/29/15	270.00		
CK	82325	199 00	404651	MOORE, MATTHEW HUNTER			5/29/15	10,000.00		
CK	82396	199 00	403887	COMSTOCK GOLD MILL LLC			6/12/15	72.00		
CK	82404	199 00	403382	DUFRESNE, JOHN			6/12/15	90.00		
CK	82428	199 00	100826	HISTORIC FOURTH WARD SCHO			6/12/15	163.00		
CK	82434	199 00	404583	JAMES C MCLENNAN MDPC			6/12/15	500.00		
CK	82458	199 00	102599	NEVADA ASSOC OF COUNTY EL			6/12/15	35.00		
CK	82473	199 00	403895	PETRINI, ANGELO D			6/12/15	102.00		
CK	82475	199 00	404670	PIPER, LINDA & BARRY			6/12/15	86.05		
CK	82507	199 00	403901	THE TOMBSTONE COWBOYS			6/12/15	793.00		
CK	82509	199 00	403447	TRI-VENTURES INC			6/12/15	33.00		
CK	82514	199 00	404664	VAN METER & ASSOCIATES IN			6/12/15	670.00		
CK	82523	199 00	403150	WASHOE COUNTY, NEVADA			6/12/15	153.50		
CK	82527	199 00	404542	A&K EARTH MOVERS INC			6/26/15	46,153.70		
CK	82528	199 00	404679	ACE GRADING & PAVING			6/26/15	10,000.00		
CK	82531	199 00	403795	ALPINE LOCK INC			6/26/15	10.20		
CK	82533	199 00	403949	AMERIGAS PROPANE LP			6/26/15	48.56		
CK	82534	199 00	99663	AT&T MOBILITY II LLC			6/26/15	96.11		
CK	82535	199 00	403619	AT&T TELECONFERENCE SERVI			6/26/15	32.96		
CK	82536	199 00	100285	AVS DEVELOPMENT LTD			6/26/15	150.00		
CK	82537	199 00	403959	BENDER, DEBORAH			6/26/15	60.00		
CK	82539	199 00	404139	BURGARELLO ALARM INC			6/26/15	374.04		
CK	82540	199 00	403671	BURRELL, SCOTT LEWIS			6/26/15	827.95		
CK	82543	199 00	100475	CAPITAL CITY AUTO PARTS			6/26/15	276.69		
CK	82544	199 00	100510	CARSON CITY JUVENILE PROB			6/26/15	35.00		
CK	82545	199 00	404216	CARSON VALLEY OIL CO INC			6/26/15	4,631.54		
CK	82546	199 00	403268	CELICO PARTNERSHIP			6/26/15	260.08		
CK	82548	199 00	100670	CFOA			6/26/15	150.00		
CK	82549	199 00	404633	CHARTER COMMUNICATIONS HL			6/26/15	122.54		
CK	82550	199 00	403822	COLLECTION SERVICE OF NEV			6/26/15	263.67		
CK	82552	199 00	100655	COMMUNITY CHEST INC			6/26/15	1,331.69		
CK	82553	199 00	403990	COMSTOCK CEMETERY FOUNDAT			6/26/15	153.95		
CK	82554	199 00	99652	COMSTOCK CHRONICLE (VC)			6/26/15	572.00		
CK	82555	199 00	403887	COMSTOCK GOLD MILL LLC			6/26/15	112.00		
CK	82556	199 00	100020	COSTCO HSBC BUS SOLUTIONS			6/26/15	662.53		
CK	82558	199 00	403928	CRESTA, OCTAVIO A			6/26/15	401.95		
CK	82559	199 00	404338	CROWN BEVERAGES INC			6/26/15	102.50		
CK	82560	199 00	404685	D&P ENTERPRISES-RESCO NV			6/26/15	3,728.00		
CK	82562	199 00	404184	DIMARZO, ARMOUR B			6/26/15	250.00		
CK	82563	199 00	402905	DISH DBS CORPORATION			6/26/15	33.00		
CK	82564	199 00	404364	DOSEN, TONY			6/26/15	25.67		

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check#	Check Date	Amount
CK	82567	199 00	403216	FARR WEST ENGINEERING	From	6/26/15	33,172.03	
CK	82570	199 00	403558	FERGUSON, DAVID	From	6/26/15	67.54	
CK	82576	199 00	101899	GRAINGER	From	6/26/15	1,450.26	
CK	82580	199 00	404165	HELMER, JOHN	From	6/26/15	360.00	
CK	82581	199 00	403040	HENRY SCHEIN	From	6/26/15	1,136.59	
CK	82582	199 00	100984	HIGH DESERT MICROIMAGING	From	6/26/15	675.00	
CK	82583	199 00	100826	HISTORIC FOURTH WARD SCHO	From	6/26/15	357.45	
CK	82584	199 00	100889	HOME DEPOT CREDIT SERVICE	From	6/26/15	613.89	
CK	82585	199 00	403753	HOT SPOT BROADBAND INC	From	6/26/15	281.50	
CK	82587	199 00	403661	INGALLS & ASSOCIATES, LLC	From	6/26/15	289,606.34	
CK	82591	199 00	404676	JEFFCOAT, HUGH	From	6/26/15	90.18	
CK	82592	199 00	403898	KIECHLER, CHRISTIAN A	From	6/26/15	580.00	
CK	82593	199 00	404356	LANGUAGE LINE SERVICES IN	From	6/26/15	3.87	
CK	82594	199 00	404186	LANTIS PRODUCTIONS INC	From	6/26/15	9,000.00	
CK	82596	199 00	404557	LIBERTY ENGINE CO NO 1	From	6/26/15	5,402.95	
CK	82597	199 00	404102	LIQUID BLUE EVENTS LLC	From	6/26/15	2,622.23	
CK	82598	199 00	404102	LIQUID BLUE EVENTS LLC	From	6/26/15	2,285.00	
CK	82604	199 00	404651	MOORE, MATTHEW HUNTER	From	6/26/15	50,000.00	
CK	82606	199 00	403889	MURPHY, MARGO	From	6/26/15	80.00	
CK	82607	199 00	404688	MUSTANG RANCH RETAILER,	From	6/26/15	153.95	
CK	82608	199 00	101168	NACO	From	6/26/15	3,896.50	
CK	82609	199 00	404682	NEV DEPT OF CONSERVATION	From	6/26/15	153.95	
CK	82610	199 00	101026	NEV LEGISLATIVE COUNSEL	From	6/26/15	125.00	
CK	82611	199 00	404028	NEV RURAL REGIONAL CENTER	From	6/26/15	154.94	
CK	82612	199 00	101330	NEV SURPLUS PROPERTY	From	6/26/15	25.00	
CK	82613	199 00	101269	NEVADA LEGAL SERVICE INC	From	6/26/15	32.00	
CK	82614	199 00	404163	NORTON CONSULTING LLC	From	6/26/15	1,057.58	
CK	82617	199 00	403895	PETRINI, ANGELO D	From	6/26/15	273.95	
CK	82619	199 00	101434	PITNEY BOWES INC	From	6/26/15	126.42	
CK	82620	199 00	403874	POULIN, CHRIS	From	6/26/15	240.00	
CK	82622	199 00	103306	PURCHASE POWER	From	6/26/15	1,900.00	
CK	82626	199 00	200395	SAINT MARYS ARTCENTER INC	From	6/26/15	117.90	
CK	82627	199 00	103241	SBC GLOBAL SERVICES IN LD	From	6/26/15	104.72	
CK	82629	199 00	403923	SILVER STATE NATIONAL PEA	From	6/26/15	122.50	
CK	82633	199 00	101715	ST CO PUBLIC WORKS	From	6/26/15	5,597.00	
CK	82636	199 00	404680	ST.MARYS IN THE MOUNTAINS	From	6/26/15	153.95	
CK	82637	199 00	401352	STOREY COUNTY JEEP POSSE	From	6/26/15	10.00	
CK	82638	199 00	403892	SUN PEAK ENTERPRISES	From	6/26/15	1,627.50	
CK	82640	199 00	103302	TASER INTERNATIONAL	From	6/26/15	740.46	
CK	82641	199 00	404677	TELESTAR CONSULTING INC	From	6/26/15	287.99	
CK	82642	199 00	403901	THE TOMBSTONE COWBOYS	From	6/26/15	1,897.00	
CK	82643	199 00	101786	THERMATEMP	From	6/26/15	3,000.00	
CK	82644	199 00	403447	TRI-VENTURES INC	From	6/26/15	162.00	
CK	82646	199 00	403728	UNITED SITE SERVICES OF N	From	6/26/15	145.64	
CK	82647	199 00	402938	US BANCORP EQUIPMENT FINA	From	6/26/15	3,671.01	
CK	82649	199 00	403894	VIRGINIA & TRUCKEE RR CO	From	6/26/15	4,501.00	
CK	82650	199 00	403893	VIRGINIA CITY TOURS INC	From	6/26/15	4,940.00	
CK	82651	199 00	404455	WA STATE DEPT OF CORRECT	From	6/26/15	5,513.12	
ET	34231	199 00	404671	PORTER GROUP LLC	From	6/30/15	6,000.00	
PR	34231	199 00	900615	SHERIFF FEE COLLECTION/GA	From	8/15/14	10.71	
PR	34613	199 00	900119	DENTAL INSUR EMPLOYEE ADD	From	6/19/15	128.03	
PR	34625	199 00	900501	FIRE FIGHTER ASSOC #4227	From	6/19/15	800.00	
PR	34626	199 00	112	HESS, GREG J	From	6/19/15	1,012.42	
PR	34628	199 00	1219	HESS, COLT	From	6/19/15	71.11	

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From		Amount
					Check#	Check Date	
PR	34629	199 00	1223	HOBSON-HAGEN, TABITHA	6/19/15		93.96
PR	34631	199 00	900050	NEV ST RETIR/4159565779	6/29/15		109,687.21
PR	34632	199 00	900050	NEV ST RETIR/4159565779	6/29/15		50,659.28
				Bank Total:			801,704.20
				Total:			801,704.20

AD VAL FOR THE MONTH OF JUNE 2015

ASSESSOR	001	001-500	150	SCH OP	150	SCH DB	060	170	010	185	001	250	200	001	001-34104	001-36506	165	TOTAL
GENERAL	INDUST GID						CAP AQU	STATE	IND MED	IND ACC	YOUTH	FIRE/EMER	TRI Payback	PENALTIES	A/R 6%	OVRPMT	A/R 2%	
2010/2011																		
2011/2012	\$ 36.46		\$ 15.43	\$ 2.98	\$ 46.03	\$ 16.76	\$ 1.03	\$ 3.49	\$ 0.20	\$ 0.31	\$ 0.09	\$ 11.21	\$ 40.21	\$ 424.96			\$	\$ 111.41
2012/2013	\$ 594.70		\$ 251.72	\$ 46.03	\$ 16.76	\$ 1.03	\$ 3.49	\$ 57.03	\$ 3.36	\$ 5.06	\$ 1.52	\$ 182.77	\$ 424.96	\$ 424.96			\$	\$ 1,583.91
Special Assess																		
Total 2012-2013	\$ 594.70		\$ 251.72	\$ 46.03	\$ 16.76	\$ 1.03	\$ 3.49	\$ 57.03	\$ 3.36	\$ 5.06	\$ 1.52	\$ 182.77	\$ 424.96	\$ 424.96			\$	\$ 1,583.91
Subtotal	\$ 631.16		\$ 267.15	\$ 49.01	\$ 17.79	\$ 30.43	\$ 3.56	\$ 60.52	\$ 3.56	\$ 5.37	\$ 1.61	\$ 193.98	\$ 465.17	\$ 465.17			\$	\$ 1,695.32
2013-2014	\$ 1,078.79		\$ 456.64	\$ 88.14	\$ 30.43	\$ 3.56	\$ 60.52	\$ 103.48	\$ 6.08	\$ 9.10	\$ 2.76	\$ 329.26	\$ 653.10	\$ 653.10			\$	\$ 1,695.32
Special Assess	\$ 11.19		\$ 4.73	\$ 89.05	\$ 30.75	\$ 3.56	\$ 60.52	\$ 103.48	\$ 6.08	\$ 9.10	\$ 2.76	\$ 329.26	\$ 653.10	\$ 653.10			\$	\$ 1,695.32
Total 2013/2014	\$ 1,089.98		\$ 461.37	\$ 89.05	\$ 30.75	\$ 3.56	\$ 60.52	\$ 103.48	\$ 6.08	\$ 9.10	\$ 2.76	\$ 329.26	\$ 653.10	\$ 653.10			\$	\$ 1,695.32
2014/2015	\$ 1,721.14		\$ 728.52	\$ 138.06	\$ 48.54	\$ 9.70	\$ 14.56	\$ 165.07	\$ 9.70	\$ 14.56	\$ 4.40	\$ 526.67	\$ 1,118.27	\$ 1,118.27			\$	\$ 4,474.93
TOTAL PRIOR	\$ 8,202.38		\$ 3,471.97	\$ 668.83	\$ 226.47	\$ 0.34	\$ 1.14	\$ 786.69	\$ 44.12	\$ 66.79	\$ 20.68	\$ 2,520.23	\$ 2,340.33	\$ 2,340.33			\$	\$ 18,348.49
Special Assess	\$ 11.92		\$ 5.04	\$ 0.97	\$ 0.34	\$ 1.14	\$ 786.69	\$ 44.12	\$ 66.79	\$ 20.68	\$ 20.71	\$ 2,523.89	\$ 2,340.33	\$ 2,340.33			\$	\$ 23.27
TOTAL 14/15	\$ 8,214.30		\$ 3,477.01	\$ 669.80	\$ 226.81	\$ 0.34	\$ 1.14	\$ 787.83	\$ 44.19	\$ 66.89	\$ 20.71	\$ 2,523.89	\$ 2,340.33	\$ 2,340.33			\$	\$ 18,371.76
TOTAL SECURED	\$ 9,935.44		\$ 4,205.53	\$ 807.86	\$ 275.35	\$ 0.34	\$ 1.14	\$ 952.90	\$ 53.89	\$ 81.45	\$ 25.11	\$ 3,050.56	\$ 3,458.60	\$ 3,458.60			\$	\$ 22,846.69
Refund Secured																		\$ -
REPORT TOTALS	\$ 9,935.44		\$ 4,205.53	\$ 807.86	\$ 275.35	\$ 0.34	\$ 1.14	\$ 952.90	\$ 53.89	\$ 81.45	\$ 25.11	\$ 3,050.56	\$ 3,458.60	\$ 3,458.60			\$	\$ 22,846.69
ASSESSOR																		
2007/2008																		\$ -
2008/2009																		\$ -
2009/2010																		\$ -
2010/2011																		\$ -
2011/2012	\$ 36.87		\$ 15.59	\$ 3.02	\$ 1.05	\$ 3.55	\$ 3.02	\$ 3.55	\$ 0.40	\$ 0.60	\$ 0.10	\$ 10.83	\$ 11.02	\$ 11.02	\$ 4.63	\$	\$ 1.55	\$ 88.21
2012/2013	\$ 70.87		\$ 30.00	\$ 5.80	\$ 2.00	\$ 6.80	\$ 5.80	\$ 6.80	\$ 0.40	\$ 0.60	\$ 0.18	\$ 21.79	\$ 18.22	\$ 18.22	\$ 9.01	\$	\$ 3.01	\$ 168.68
Subtotal	\$ 107.74		\$ 45.59	\$ 8.82	\$ 3.05	\$ 10.35	\$ 8.82	\$ 10.35	\$ 0.40	\$ 0.60	\$ 0.28	\$ 32.62	\$ 29.24	\$ 29.24	\$ 13.64	\$	\$ 4.56	\$ 256.89
2013/2014	\$ 22.74		\$ 9.60	\$ 1.86	\$ 2.06	\$ 2.62	\$ 1.86	\$ 2.62	\$ 0.11	\$ 0.20	\$ 0.06	\$ 6.99	\$ 5.03	\$ 5.03	\$ 3.01	\$	\$ 1.00	\$ 55.28
TOTAL PRIOR	\$ 130.48		\$ 55.19	\$ 10.68	\$ 5.11	\$ 12.97	\$ 10.68	\$ 12.97	\$ 0.51	\$ 0.80	\$ 0.34	\$ 39.61	\$ 34.27	\$ 34.27	\$ 16.65	\$	\$ 5.56	\$ 312.17
2014/2015	\$ 4,620.10		\$ 1,955.49	\$ 377.16	\$ 130.23	\$ 443.12	\$ 377.16	\$ 443.12	\$ 25.94	\$ 38.95	\$ 11.57	\$ 1,419.88	\$ 24.49	\$ 24.49	\$ 588.41	\$	\$ 196.14	\$ 9,831.48
Overpayment																		\$ -
TOTAL UNSEC	\$ 4,750.58		\$ 2,010.68	\$ 387.84	\$ 135.34	\$ 456.09	\$ 387.84	\$ 456.09	\$ 26.45	\$ 39.75	\$ 11.91	\$ 1,459.49	\$ 58.76	\$ 58.76	\$ 605.06	\$	\$ 201.70	\$ 10,143.65
MISC																		
PX/PC DIST																		\$ -
NX DIST	\$ 12,142.27		\$ 5,139.51	\$ 991.58	\$ 342.63	\$ -	\$ 991.58	\$ -	\$ 68.53	\$ 102.79	\$ 30.84	\$ 3,731.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,550.12
PX DIST																		\$ -
PC DIST																		\$ -
GRAND TOTAL	\$ 26,828.29		\$ 11,355.72	\$ 2,187.28	\$ 753.32	\$ 1,408.99	\$ 2,187.28	\$ 1,408.99	\$ 148.87	\$ 223.99	\$ 67.86	\$ 8,243.02	\$ 3,517.36	\$ 3,517.36	\$ 605.06	\$	\$ 201.70	\$ 55,540.46



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/21/15

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

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

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:** None

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:** None

_____ District Attorney

8. **Reviewed by:**
 x Department Head

Department Name: Community Development

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 8

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 Stephens, Clerk's Office
Pat Whitten, County Manager

July 13, 2015
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **July 21, 2015**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. PURE VIDA SIERRAS ART, LLC** -- Home Business / 980 Cartwright Road (artist)
- B. RICHARD THOMAS ROOFING** -- Contractor / 1915 McCloud ~ Reno (roofing contractor)
- C. A-1 CLEAN CARE** -- General / 59 Damonte Ranch ~ Reno (janitorial service)
- D. AMUNDSON ROOFING, INC.** -- Contractor / 18124 Wedge Parkway ~ Reno (roofing contractor)
- E. 3D DATACOM, INC.** -- Contractor / 11365 Sunrise Gold Circle ~ Rancho Cordova, CA (elect cont.)
- F. TELEDATA CONTRACTORS, INC.** -- Contractor / 5160 South Valley View ~ Las Vegas (lv contractor)
- G. TIMOTHY FACKLER** -- General / 48 South A Street (rides for tips) **VC**

Inspection Required

cc: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office
Commissioners' Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 07/21/15

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: Consideration of letters of interest and appointment of planning commissioner to fill the vacancy and represent Precinct 4 (Mark Twain) on the Storey County Planning Commission. The vacancy was posted and letters of interest were received by June 26, 2015.

2. **Recommended motion:** "I [Commissioner] motion to appoint Mark Twain resident Ron Engelbrecht to fill the current Precinct 4 Mark Twain District vacancy on the Storey County Planning Commission."

3. **Prepared by:** Austin Osborne

4. **Department:** Human Resources

Telephone: 847-1144

5. **Staff summary:** One letter of interest was received during the posting period. The letter was from Mark Twain resident Ron Engelbrecht. The submitted letter and resume indicate strong qualifications for the position. Accordingly, staff recommends that the board appoints Ron Engelbrecht to fill the current vacancy on the planning commission for Precinct 4 Mark Twain District.

6. **Supporting materials:** See Enclosure A letter of interest and resume.

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

Funds Available:


Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

 Department Head

Department Name:

____ County Manager

Other agency review: _____

10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. | |

Enclosure A: Letter of Interest and Resume from Ron Engelbrecht

Ron Engelbrecht 340 Prospector Road, PO #1492, Dayton, NV 89403, (H) 775-241-4138

TO: Austin Osbourne, Storey County
Planning Department

June 19, 2015

FROM: Ron Engelbrecht, Mark Twain Resident

Austin,

Please consider me for your position on the **Storey County Planning Commission**. Attached is a brief resume on my background during my professional career. My strong work ethic, commitment to achieve solid positive results through a concerted team effort, and determination to attain departmental and organizational excellence has helped me be successful during my business career.

My first job in the electronics industry in Mt. View, CA. was as a production planner. There I learned the key to a sound production line required a comprehensive understanding of the production flow and obstacles for success to meet weekly, monthly and yearly goals. During my years being involved in start-up companies, the same basic ground rules applied. Planning, leading, organizing and controlling all aspects of the company, like a production line, made the basis for the successful performance for meeting the expected product development and sales results for the company.

Attached is a brief resume of my personal and business experiences over the years. Most all efforts have lead to very successful results for the appropriate organizations. One effort was to put in place a national sales department of thirty two [32] separate sales representative groups and twelve [12] distribution organizations, which lead to sales growth from two and one-half million dollars [\$2,500,000.00] to one hundred million dollars [\$100,000,000.00] in a four [4] year period. This required a great team effort with effective group co-ordination, critical communications and up-to-date training along the way.

Storey County, Nevada has been my home for ten [10] years and my commitment to help improve our community and to have a positive influence in the neighborhood is a genuine desire and promise for me. I have been involved in several neighborhood programs and organizations during this timeframe to pursue this goal for community improvement. I am not politically motivated nor do I have a personal agenda that motivates me to pursue this position. My goal is to help improve the neighborhood in a manner that is appreciated and beneficial to all those who desire to live in **Storey County** and the **Mark Twain Estates** community.

Please let me know if you have any questions or concerns.

I look forward to further discussions regarding this position.

Regards,

Ron Engelbrecht

[H/O] 775-241-4138



AM Power Systems P.O. Box #1492, 340 Prospector Road, Dayton, NV 89403 Telephone: 775-241-4133 www.ampowersystems.net

Ron Engelbrecht

[June 2015]

COMMUNITY:

Home owner in Mark Twain area of Storey County, NV.

Married to Barbara

Past Chair, Storey County [NV] Republican Central Committee and have participated with helping in other community endeavors

Advisory Board, Mark Twain Community Center

BUSINESS:

Spent most of the business career in the electronics industry while living in California with significant domestic and international travel. Was involved in several semiconductor and other hi-tech electronic start-up electronics companies at top management positions.

In 2006, started **AM Power Systems** in NV; a company that designs and manufactures advanced miniature power conversion devices for piezo-actuated micro-valves and macro-fiber composite materials used for next generation medical and industrial instrumentation, artificial limbs and unmanned aerial vehicles [UAVs], etc. to customers through the world.

Hobbies include pencil sketching and water color, and hiking
[hauling rocks for building retaining walls may also be included]

EDUCATION:

Graduated University of South Dakota, Vermillion, SD in 1965 w/ BA Physics and Math

While at USD was President of **Phi Delta Theta** fraternity and member of **Dakotans** men's honorary society at USD

PERSONAL:

Three children [1B, 2G] w/ Seven grandchildren ages 11 to 24 [4B, 3G]

Elder, First Presbyterian Church, Virginia City, NV

Past Elder & Deacon, Presbyterian Church of Sunnyvale, CA
and Stephen Ministry Leader in the San Francisco Bay Area, CA

AM Power Systems P.O. #1492, 340 Prospector Road, Dayton, NV 89403 Telephone: 1-775-241-6433 www.ampowersystems.net



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 21, 2015

Estimate of time required: 5 minutes

Agenda: Consent ☐ **Regular Agenda** ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval and acceptance of a Community Development Block Grant (CDBG) award in the amount of \$114,206.00 for Cab and Chassis Upgrades to the Storey County Fire Protection District Lockwood Ambulance and authorization for Cherie Nevin to sign all associated grant documentation.
2. **Recommended motion:** I move to approve the Community Development Block Grant (CDBG) award in the amount of \$114,206.00 for Cab and Chassis Upgrades to the Storey County Fire Protection District Lockwood Ambulance and authorization for Cherie Nevin to sign all associated grant documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** Storey County has been awarded a Community Development Block Grant (CDBG) in the amount of \$114,206.00 to upgrade the Cab and Chassis on the Storey County Fire Protection District Ambulance stationed in the Lockwood community. As you will recall the grant application was brought before this board late in 2014 for approval. The application was submitted and recommend for funding by the CDBG Advisory Committee. Your approval of this grant award, grant agreement and certification letter will allow staff to move forward with implementing this project.

5. **Supporting materials:** Grant Award and associated documentation

6. **Fiscal impact:** NONE

Funds Available: YES


Fund: 206-000

____ Comptroller

7. **Legal review required:**

AML District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 12

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

May 26, 2015

Mr. Marshall McBride, Chair
Storey County Board of Commissioners
P.O. Box 176
Virginia City, NV 89440

Dear Chairman McBride:

Marshall,

I am pleased to award \$114,206 from the Nevada Community Development Block Grant (CDBG) Program to Storey County. These funds will be used for the Fire Protection District Ambulance that will enhance and upgrade the emergency services capacity.

Recently, rural communities submitted 35 applications requesting \$6,919,133 in funding from the CDBG program. With only \$2,544,500 available, 20 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 residents of Storey County.

Sincere regards,

Brian Sandoval

BRIAN SANDOVAL
Governor

Good luck!

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

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

June 5, 2015

Mr. Marshall McBride, Chair
Storey County Board of Commissioners
P.O. Box 176
Virginia City, NV 89440

Dear Chairman McBride:

We are pleased to award a \$114,206 grant from the Nevada Community Development Block Grant (CDBG) Program to Storey County to assist with Fire Protection District Ambulance project, resulting in improved emergency services in the county.

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

Please sign the original Grant Award agreement and prepare a Certification Letter on Storey County stationery. Send the originals to CDBG and retain copies in your grant file. The new grant agreement, going forward, will also replace the Annual Participation Statement.

Please ensure that your grant administrator is familiar with the contents of the new grant agreement. This document provides contains important, but frequently overlooked, requirements of the grant.

The environmental review requirements need to be met for this 2015-2016 project and all prescribed documentation must be received and approved by CDBG staff prior to issuance of the Notice to Proceed.

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 & Economic Development issues a Notice to Proceed.

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 & Economic Development.

Continued, Page 2

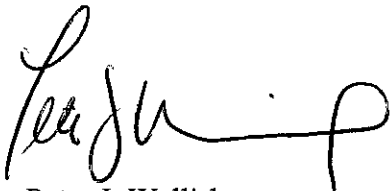
2. The first draw down of funds must be made within nine months from the date of the grant award. Spending grant monies expeditiously is of significance to CDBG and HUD. Early start-up and timely completion of the project are important and relevant to future grant allocations. As a general rule, the 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 & Economic Development staff are available for assistance should any problems arise. Feel free to contact them at (775) 687-9900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter J. Wallish', with a stylized flourish at the end.

Peter J. Wallish
Director
GOED: Rural Community & Economic Development

/lo

Cc: Cherie Nevin, Community Services Officer
Martin Williams, GOED Business Office

Encl: Grant Agreement
Sample Certification Letter

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)

15/PF/09

AUTHORIZED SIGNATURE

Cherie M. Nevin

Signature of Authorized Official

This is to certify that the above is the signature of

CHERIE M. NEVIN, Community Services Officer

(Name and Title)

and that she is authorized to sign the request for funds and financial status reports.

Signature of Chairman

Title

Date

**PLEASE SIGN
& DATE**

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

GRANT AGREEMENT

Nevada Governor's Office of Economic Development (GOED)
Rural Community and Economic Development Division
808 West Nye Lane, Carson City, Nevada 89703

1. PARTIES: This agreement is between the Nevada Governor's Office of Economic Development
Community Development Block Grant Program (CDBG): CFDA# 14.228

CDBG Grant #: 15/PF/09 **Eligible Activity:** 105(a)(2) **National Objective:** LMI- Area Benefit
(Program)

Referred to as STATE, and the following GRANTEE:

Storey County
Name

PO Box 176
Address

Virginia City
City

NV
State

89440
Zip Code

88-6000134
UGLG EIN Number

5XHZ1
CCR (CAGE) Number

Storey County
Project Address

City

NV
State

Zip Code

Cherie Nevin, Community Services Officer
Contact Person (Name, Title)

775-847-0986
Phone #

775-847-1105
FAX #

cnevin@storeycounty.org
Contact Person's Email

2. GENERAL PURPOSE OF AGREEMENT:

Fire Protection District Ambulance: Storey County will be upgrading the ambulance in the Lockwood Community by replacing the cab/chassis and reusing the "box" portion of the existing ambulance.

3. AGREEMENT PERIOD: Commencing on 7/1/2015 and terminating on 6/30/2016.

4. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$114,206.00, pursuant to the budget attached hereto as Attachment C.

Funds by Year:

Year:	2015	\$ 114,206.00
Year:	Choose an item.	\$ Click here to enter text.
Year:	Choose an item.	\$ Click here to enter text.

5. ATTACHMENTS:

- ☐ ATTACHMENT A – GENERAL PROVISIONS
- ☐ ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ☐ ATTACHMENT C – BUDGET
- ☐ ATTACHMENT D – SCOPE OF WORK
- ☐ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS

EXECUTION

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 conditions of this Grant Agreement, including all Attachments which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be effective as of the date indicated below.

GRANTEE

APPROVED: Storey County

By: _____
Signature of Elected Official

Marshall McBride
Printed Name

County Chairman
Title

**SIGN
& DATE**

Execution Date: 7/1/2015

STATE

APPROVED: GOED, RURAL COMMUNITY
AND ECONOMIC DEVELOPMENT
DIVISION

By: _____
Peter J. Wallish, Director

Rural Community & Economic Development
NV Governor's Office of Economic Development
808 W. Nye Lane, Carson City, NV 89703
pwallish@diversifynevada.com
(775) 687-9911

ATTACHMENT A - GENERAL PROVISIONS

1. **AUTHORITY:** Provisions of this Agreement are pursuant to the authority set forth in the Nevada Revised Statutes chapters 231 and 332, and related statutes which permit the STATE to contract with service providers for certain specified services.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this agreement shall be governed by the laws of the State of Nevada. The parties shall submit to the jurisdiction of the courts of the State of Nevada for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Carson City, in the First Judicial District Court.
3. **LAWS AND REGULATIONS:** The GRANTEE and any and all supplies, services, equipment, and construction proposed and furnished under this Agreement will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT DESIGN AND COMPLETION:** The GRANTEE will use the grant under this Agreement for the project as detailed in the Grant Application, including any written modifications resulting from the review of the Application by the STATE. The GRANTEE shall complete the project described in Attachment D - Scope of Work within the contract period shown on page 1 of this Agreement.
5. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the GRANTEE pursuant to this Agreement. These records shall be retained by the GRANTEE for five years after the project has been monitored and closed. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** GRANTEE represents that none of its officers or employees are officers or employees of the State of Nevada, unless disclosure has been made and approval received, in writing, from the STATE.

GRANTEE confirms that no officer, employee or agent of the GRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award. GRANTEE'S officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

No portion of the grant funds under this Agreement will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or influence the approval or defeat of any ballot issue.

7. **INDEPENDENT CONTRACTOR:** The GRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the GRANTEE by the STATE. The GRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the STATE for services under this Agreement. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the GRANTEE.
8. **INDEMNITY CLAUSE:** The GRANTEE agrees to indemnify, save harmless, and release the STATE of Nevada, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the GRANTEE'S officers, agents, volunteers, or employees, but not for claims arising from the STATE'S sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The GRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
10. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
11. **DEBARMENT:** The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the GRANTEE cannot certify this statement, attach a written explanation for review by the STATE. The GRANTEE must notify the State Director of Rural Community and Economic Development within 30 days if debarred by any governmental entity during the Agreement period.
12. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written

notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The GRANTEE acknowledges that the STATE cannot contract for the payment of CDBG funds not provided by the federal government. If funding to the STATE is not provided as initially expected, the STATE may terminate this Agreement or proportionately reduce the services and the amount due from the STATE upon 30 days written notice. In the case that funds are not available or are reduced, the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The GRANTEE warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the STATE determines does not conform with the warranty, the STATE may arrange to have the services redone as needed, either by the GRANTEE or by a third party at the STATE'S option, at the GRANTEE'S expense.
15. **PAYMENT:** The GRANTEE must begin to draw funds within nine (9) months of the start of this Agreement. Extensions beyond the 9 month deadline will be made at the discretion of the STATE staff. The proportion of CDBG funds paid and applied to a specific activity will not exceed the proportion specified in the final budget as outlined in the approved Grant Application or Application modifications. The approved Application budget or modified budget is binding upon the GRANTEE. Should a budget revision be required after signing this Agreement, the request for revision must be submitted to the appropriate STATE staff for review and approval. Payments to the GRANTEE will normally be made within 30 days following the date completed Draw Requests and supporting documents are delivered to the STATE.
16. **PATENTS, COPYRIGHTS, ETC:** The GRANTEE will release, indemnify and hold the STATE, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'S use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Agreement.
17. **ASSIGNMENT/SUBCONTRACT:** The GRANTEE will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the STATE.
18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment D - Scope of Work must be de-obligated and returned to the STATE.
19. **INELIGIBLE EXPENSES:** GRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the STATE by the GRANTEE. The GRANTEE further agrees that the STATE shall have the right to withhold any or all subsequent payments under this Agreement to the GRANTEE until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the STATE, GRANTEE agrees that this Agreement and related documents will be public documents, and may be available for distribution. GRANTEE gives the STATE express permission to make copies of the Agreement and related documents.
21. **PROCUREMENT STANDARDS AND ETHICS:** The GRANTEE will adopt procurement standards and code of conduct in keeping with the State of Nevada and Federal procurement standards and rules.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare GRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The STATE will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains, after GRANTEE has been provided the opportunity to cure, the STATE may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend GRANTEE from applying for and receiving future grants.
23. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
24. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the Agreement. No other Terms and Conditions will apply to this Agreement. In the event of any conflict in the Agreement Terms and Conditions, the order of precedence shall be: (1) Attachment A: General Provisions; (2) Agreement Signature Page(s); (3) Attachment B: Program Terms and Conditions; (4) Attachment E: Federal Assurances/Certifications.
25. **ENTIRE AGREEMENT:** This Agreement, including Attachments A through E, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the GRANTEE, not specifically authorized by this Agreement will be allowed by the STATE. ***Automatic renewals will not apply to this Agreement.***

27. **ACCOUNTING REPORTS:** The governing board of the GRANTEE is responsible to ensure that GRANTEE complies with all accounting reporting requirements in Federal Law and the Nevada Revised Statutes.
28. **PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSIONS:** The assistance provided under this Agreement will not be used for payment of any bonus or commission for the purpose of obtaining STATE approval of the Grant Application for such assistance, or STATE approval of applications for additional assistance. However, reasonable fees for consultant, managerial, or other services are eligible as project costs.

ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor GRANTEE'S performance in providing services and facilities in accordance with the purposes of this Agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this Agreement and the degree to which GRANTEE meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time, and as outlined in the CDBG Grant Administration Manual and other program training materials.
2. **CRITERIA DOCUMENTATION:** During the term of this Agreement, the GRANTEE agrees to supply any information to the STATE which the STATE may require. Specifically, the GRANTEE agrees to collect and analyze data pertaining to the manner in which work performed under this Agreement has (or will have) met one or more of the following criteria/HUD National Objectives:
 - benefit low and moderate income families;
 - aid in the prevention or elimination of slums or blight; and/or
 - meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs.

Failure by the GRANTEE to fulfill at least one of the HUD National Objectives may result in grant funds being returned to the STATE.

3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The GRANTEE, prior to the commencement of expenditures authorized by this Agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been committed to the GRANTEE for the purpose of performing services and/or constructing facilities as described herein. The GRANTEE further agrees that all of the work described in Attachments C and D will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24 CFR Part 85 – Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB – Uniform Guidance, 2 CFR 200, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other agreements. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. However, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Governor's Office of Economic Development, or other State of Nevada agency. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Governor's Office of Economic Development no later than nine (9) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The GRANTEE agrees to perform those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, GRANTEE further agrees to submit quarterly performance reports to the STATE, and other reports as specified by the STATE in formats designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES, GENERATION AND DISPOSITION OF PROGRAM INCOME:** GRANTEE will not impose any fees for services rendered in connection with this Agreement.

Program income generally means gross income received by the GRANTEE, or a sub-grantee of the GRANTEE, that is directly generated from the use of CDBG funds. Disposition of real or nonexpendable personal property acquired with CDBG funds must be handled in accordance with OMB Uniform Guidance. Notwithstanding any other provision of law, GRANTEE may at the STATE'S option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by GRANTEE, and (2) GRANTEE can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived, and (3) STATE gives explicit permission to retain such and authorizes its distinct usage.

Real property purchased with CDBG funds will be used to meet one of the HUD National Objectives for a minimum of five (5) years after grant close out. If the property is disposed of in less than 5 years, the STATE will be reimbursed in the amount of the current market value less any value of the property attributable to non-CDBG funds. If a change in use occurs within 5 years of close out, the STATE will need to review the change in use and determine appropriate measures to be taken.

8. **PAYMENT WITHHOLDING:** The GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the STATE, GRANTEE'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this Agreement until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the GRANTEE in writing immediately upon denial of payment of the reasons for the denial and of the actions that the GRANTEE will need to take to bring about the release of withheld payments.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the GRANTEE are noted, the STATE reserves the right to refuse the GRANTEE'S request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** GRANTEES should take note of the opening page of this Agreement which stipulates the duration of the Agreement. GRANTEES should make every effort possible to complete the project within the allotted time. If funds remain unspent at the end of the project period, but are needed to complete the project, GRANTEES should request an extension of the Agreement termination date in order to allow adequate time for completion of the project and submission of the final Draw Request and supporting information.

The STATE will closely monitor each GRANTEE'S progress according to programmatic and jointly-established deadlines and expectations. If a GRANTEE fails to meet these deadlines and/or expectations, the STATE may declare the GRANTEE in default of this Agreement in accordance with the provisions of paragraph 22 of Attachment A.

10. **RENEWAL:** GRANTEE agrees that the STATE shall unilaterally have the right to determine the basis upon which this Agreement may be renewed, and shall have the right to not renew this Agreement with or without cause.

11. **CHANGES IN PROJECT BUDGET AND DESIGN:** The GRANTEE agrees to notify the STATE and receive STATE'S written approval, as an Amendment to this Agreement, prior to implementing any change in program budget and design (as specified in Attachments C and D). Approval for such changes may be made directly by the STATE or involve action by the CDBG Advisory Committee.

GRANTEE agrees to return (de-obligate) any funds that are unused by the project per Attachment D at the time of project completion.

12. **MULTI-YEAR FUNDING:** GRANTEE understands and agrees that the STATE will not be held liable for funding successive phases of a particular project, and understands and agrees that CDBG funds are always given for one phase only at any given time.

13. **RELATED PARTIES:** The GRANTEE shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for Agreement expenses without the prior written consent of STATE. Disbursements by the GRANTEE to related parties made without such prior approval may be disallowed and may result in an overpayment assessment.

14. **LABOR STANDARDS COMPLIANCE:** The GRANTEE agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by the GRANTEE'S contractors on construction work assisted under this Agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor; (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the GRANTEE'S contractors to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers receive "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week, or overtime after more than 8 hours per day if mandated by the laws of the State of Nevada, and other Federal and State statutory provisions as enacted and codified, for the purpose of complying with labor standards compliance.

15. **SECTION 3 COMPLIANCE:** The GRANTEE agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135).

16. **ENVIRONMENTAL REVIEW COMPLIANCE:** The GRANTEE agrees to abide by provisions of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

17. **LEAD BASED PAINT:** The GRANTEE agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures, and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. GRANTEE also agrees to abide by the provisions of 40 CFR Part 745.65 – Lead-based Paint Hazards and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.

18. PAYMENTS UNDER THIS AGREEMENT are conditioned upon the GRANTEE'S:

- a) Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Administration Manual);
- b) Submission of acceptable documentation confirming procurement and labor compliance procedures have been followed;
- c) Submission of Draw Requests that are complete and supported by appropriate invoices, payment information, etc.; and
- d) Submission of all the necessary and prescribed project closing information.

19. CONTINUING RESOLUTIONS: In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to GRANTEE or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.

20. SUBCONTRACTS: Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The provisions of this Agreement will be made binding on a sub-grantee or contractor of the GRANTEE. The GRANTEE is responsible for managing the operations of any subcontracted activities. The GRANTEE must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this Agreement, as well as with applicable Federal and State requirements and performance objectives.

ATTACHMENT C – BUDGET

Final budget as agreed by the CDBG Advisory Committee in the format used in the CDBG Application Form.

Fire Protection District Ambulance							
Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In Kind				
Chassis Changeover	66,835.00						66,835.00
Dodge 450 Cab/Chassis	47,371.00						47,371.00
Staff- Fire Department Project Oversight		11,444.00					
Total Cost	114,206.00	11,444.00	-				125,650.00

ATTACHMENT D – SCOPE OF WORK

The purpose of the project is to replace only the cab/chassis and reuse the "box" portion of this unit which is in very good condition. This method is much less expensive than replacing the entire ambulance and is similar to what the other fire agencies in the area have been doing to save costs. By reusing the existing "box" portion of the ambulance we will be able to essentially have a new ambulance by replacing the cab and chassis.

The cab and chassis will be ordered immediately following notice of successful grant award. This will take around 12-16 weeks to be delivered. Upon direct delivery of the cab/chassis to Firetrucks Unlimited where the existing ambulance will have already been delivered to them. It will take approximately 90 days for Firetrucks Unlimited to move the existing box to the new unit. The cab/chassis will

This project is necessary for the health and safety of the residents, visitor, and mutual aid incidents within the river district of our county. This community is a low to moderate income community predominantly comprised of an elderly population with many medical emergencies. This project will mitigate our patient care concerns by having a reliable vehicle for emergency medical services.

ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations and that the GRANTEE will affirmatively further fair housing choice.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that I will comply with the STATE Citizen Participation Plan as adopted by GOED: Rural Community and Development/CDBG Division. I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a) (2). Specific information regarding the CDBG GRANTEE requirement (publications, notices) can be found in the GRANTEE'S application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG GRANTEE I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG GRANTEE I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with the Armstrong/Walker "Excessive Force" Amendment Section 519 of the Department of Veteran Affairs Public Law 101-144 and Housing & Urban Development & Independent Agencies Appropriations Act of 1990. I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the 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 the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are 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.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 failure.

8. SECTION 3

I certify that the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

9. STATEMENT OF ASSURANCES

I certify that, in addition to laws, regulations, and Executive Orders noted in this document, the jurisdiction will comply with the following Federal and State regulations:

Federal:

1. Title I of the Housing & Community Development Act of 1974 as amended
2. Federal Fair Labor Standards Act
3. Title VI of the Civil Rights Act of 1964 - Nondiscrimination
4. Title VIII of the Civil Rights Act of 1968 - Nondiscrimination in Housing
5. Age Discrimination Act of 1975
6. Executive Order 12259 - Leadership & Coordination of Fair Housing
7. Section 109, Housing & Community Development Act of 1974 - Nondiscrimination
8. Section 504 of Rehabilitation Act of 1973, as amended
9. Executive Order 11063 - Equal Opportunity in Housing
10. Executive Order 11246 - Nondiscrimination
11. Hatch Act
12. Treasury Circular 1075 regarding drawdown of CDBG funds
13. Single Audit Act of 1984, which has legal precedence over the Uniform Guidance.
14. Section 109 of Public Law 100-202, which restricts awarding contracts for work on public buildings or public works to contractors or subcontractors from foreign countries that deny fair trade practices.

State:

1. NRS 338.010 - 338.130 - Public Works Projects.
2. NRS 613.330 - Equal Employment Opportunity.
3. NRS 118.100 - Equal Housing Opportunity.
4. NRS 332.005 - 332.225 - Local Government Purchasing Act.

10. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract by the STATE.

I certify that I have read, am aware of and will comply with all of the forgoing Certification requirements.

By: _____

Signature of Elected Official

Marshall M. Reid

Printed Name of Elected Official

County Chairman

Title

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Contract with State of Nevada, Department of Health and Human Services for provision of Medicaid match services and providing terms on which Storey County will be billed by the State for its share of Medicaid expenditures.

2. **Recommended motion** Move to approve the contract with the State of Nevada, Division of Health and Human Services regarding the provision of Medicaid match services with authorization for the Chairman to sign.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** See attached

5. **Supporting materials:** Proposed Contract with the State of Nevada Health and Human Services

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

 X District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 13

STAFF SUMMARY

Medicaid is a combined federal/state program providing funding for medical expenditures incurred by qualifying low-income persons. It is a voluntary program in which the State of Nevada has chosen to participate. Nevada has also chosen to participate in the Medicaid expansion authorized by the Affordable Care Act. Medicaid programs are administered by the States. Funds for payment of Medicaid expenditures are obtained by ad valorem taxes imposed by the counties and by matching funds provided by the federal government.

Under the proposed agreement with the State, state administrative entities i.e., the Division of Welfare Services (DWSS) and Division of Health Care Financing and Policy (DHCFP) will provide administrative services required by Medicaid. DWSS will determine the eligibility of Storey County residents applying for Medicaid benefits and provide a hearing and appeal process for those disputing an eligibility determination. DHCFP will; (a) process claims for medical services, (b) reimburse medical providers for eligible claims, (c) bill the County for its share of Medicaid authorized expenditures, (d) provide monthly reports to the County of eligible County residents and the expenditures made on their behalf, (e) determine the amount owed by the County for the non-federal share of Medicaid costs and, (f) determine the cash reserve to be paid by the County, in advance, for the non-federal share of Medicaid costs. The County agrees to accept DWSS eligibility criteria, to accept DHCFP determinations of medically necessary services, to pay the bills sent by DHCFP on a monthly basis and to pay in advance the reserve balance determined by DHCFP.

County payments are capped by the amount of revenue raised by imposing the ad valorem tax at the rate of .08 per \$100.00 as required by NRS 428.285.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636

And

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650

And

STOREY COUNTY
PO Box 176
Virginia City, Nevada 89440
(775) 847-0958

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Storey County (the County), and the Division of Welfare and Supportive Services (DWSS) hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective retroactively from July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by

either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. The County agrees to pay the DHCFP for the services set forth in paragraph (6) at a cost not to exceed eight (8) cents on each \$100 of assessed valuation of all taxable property as established by NRS 428.285 each year for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the County and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but

not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the First Judicial District Court, in Carson City, Nevada for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

/

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

STOREY COUNTY

_____	_____	<u>Commission Chair, Storey County</u>
Marshall McBride	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

_____	_____	<u>Administrator, DWSS</u>
Steve H. Fisher	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

_____	_____	<u>Chief Fiscal Officer, DHCFP</u>
Leah Lamborn	Date	Title

_____	_____	<u>Administrator, DHCFP</u>
Laurie Squartsoff	Date	Title

_____	_____	<u>Interim Director, DHHS</u>
Richard Whitley	Date	Title

_____	APPROVED BY BOARD OF EXAMINERS
Signature – Nevada State Board of Examiners	

Approved as to form by:

On _____
(Date)

_____	On _____
Deputy Attorney General for Attorney General, State of Nevada	(Date)

**ATTACHMENT A
COUNTY MATCH
SCOPE OF WORK**

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFF) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFF for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community-based waiver services.
2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which, it is specifically agreed has authority to issue a final decision;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services' hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFF) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;
5. To invoice the County retrospectively, on a monthly basis for the non federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian;
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;

7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;
3. This Agreement will automatically terminate in the event federal funding is not available.
4. For those Counties with a population above 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The "Original Population" will be invoiced based on actual expenditures.
5. For all Counties with a population below 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: July 21, 2015

Estimate of time required: 0 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. For possible action approval of Accounts Payable 07/10/15 for \$771,734.52.

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

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: 775 847-1006

4. Staff summary: Please find attached the claims

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. Legal review required:

NA District Attorney

8. Reviewed by:

____ Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. Board action:

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 14

Report No: PB1315
Run Date : 07/08/15

STOREY COUNTY
CHECK REGISTER 7/10/15

Page 1

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82654	ADVANCED DATA SYSTEMS INC	SHARED ENHANCEMENTS FV15		6/30/15	73581	3,510.00	3,510.00
82655	ALSCO INC	ST 71 LAUNDRY		6/30/15	73583	13.84	
		ST 72 LAUNDRY		6/30/15	73583	8.77	
		ST 75 LAUNDRY		7/10/15	73597	10.52	
		ST 74 LAUNDRY		7/10/15	73597	10.52	
		SHOP		6/30/15	73438	45.69	
		SHOP		6/30/15	73438	50.79	
		CH		6/30/15	73438	36.80	176.93
82656	AMERICAN SOCIETY OF COMPO	AGRM 2015-16		7/10/15	73445	335.00	335.00
82657	BANK OF AMERICA #2704	ST 75 TRASH CANS		6/30/15	73589	58.42	
		ST 75 BATHROOMS		6/30/15	73589	14.97	
		ST 75 MEDICAL STORAGE		6/30/15	73589	87.69	
		WASHINGTON FIRE FUEL		6/30/15	73589	40.67	
		WASHINGTON FIRE FUEL		6/30/15	73589	105.22	
		WASHINGTON FIRE FUEL		6/30/15	73589	122.32	
		PAINT ST 72 HAND TOOLS		6/30/15	73589	15.04	
		REFUND OVERPAYMENT		6/30/15	73589	24.00-	
		SANCHEZ TRAINING		6/30/15	73589	10.00	
		POSTAGE		6/30/15	73589	55.49	
		INTERNATIONAL POSTAGE		6/30/15	73589	1.20	
		POSTAGE		6/30/15	73589	52.94	
		DOZER CHASE 70 & 71		6/30/15	73589	120.00	
		DOZER CHASE VEHICLE		6/30/15	73589	81.87	
		DOZER CHASE VEHICLE		6/30/15	73589	50.04	
		DOZER CHASE & TRANSPORTS		6/30/15	73589	85.09	
		NSFA FUEL		6/30/15	73589	61.20	
		WASHINGTON FIRE FUEL		6/30/15	73589	103.82	
		TRANSPORT 74		6/30/15	73589	18.89	
		NSFA TRAVEL MEAL X2		6/30/15	73589	23.67	
		R72 & NEW TYPE I MARKING		6/30/15	73589	16.88	
		BAGGAGE FEE		6/30/15	73589	25.00	
		BAGGAGE FEE		6/30/15	73589	25.00	
		ST 74 SHED ROOFING		6/30/15	73589	95.54	
		TRAVEL MEAL X2		6/30/15	73589	33.28	
		PARKING		6/30/15	73589	94.00	
		POTS & PANS FOR ST 75		6/30/15	73589	174.98	1,549.22
82658	BASALITE CONCRETE PRODUCT	FIREBRICK FOR MINER'S BBQ		6/30/15	73439	122.28	122.28
82659	BAUSERMAN, JAMES	VC ADVERTISING		7/10/15	73499	3,050.00	3,050.00
82660	BENDER, DEBORAH	TICKETS		6/30/15	73582	180.00	
		TICKETS		6/30/15	73582	30.00	
		JUNE 18-30, 2015		6/30/15	73587	90.00	300.00
82661	BERRY ENTERPRISES	RADIO REPAIR & TESTING		6/30/15	73543	297.50	297.50
82662	BEST BUY STORES, L.P.	CAMERAS, BAGS, SD CARDS		6/30/15	73536	708.77	708.77
82663	BOARD OF REGENTS (COMPT)	1ST QUARTER SUPPORT COOP		7/10/15	73435	5,000.00	5,000.00
82664	BOURNS PRODUCTIONS INC.	VIDEO PRODUCTION		7/10/15	73584	2,375.00	

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82665	BRANDON, RUSSELL D	ESTATES HOOVER AND MILLER		7/10/15	73577	60.00	60.00
82666	BUCKET OF BLOOD SALOON	LEASE		7/10/15	73451	4,500.00	4,500.00
82667	BURRELL, SCOTT LEWIS						
82668	BURTON'S FIRE INC	JULY 1, 2015		7/10/15	73500	4.50	
82669	CANYON GENERAL IMPROVEMEN	JUNE 18-30, 2015		6/30/15	73588	67.50	
82670	CAPITAL CITY AUTO PARTS	E174-BALL VALVE KIT		6/30/15	73588	30.00	619.50
		RENT LOCKWOOD		6/30/15	73588	517.50	
		STOCK FILTERS		6/30/15	73440	137.49	137.49
		STOCK FILTER		6/30/15	73523	6,000.00	6,000.00
		STOCK FILTERS		6/30/15	73441	18.16	
		STOCK FILTERS		6/30/15	73441	199.29	
		STOCK FILTERS		6/30/15	73441	24.48	
		SO48326-SENSOR VALVE		6/30/15	73441	12.07	
		STOCK FILTERS		6/30/15	73441	23.40	
		VEHICLE STANDS-SHOP		6/30/15	73441	21.98	
		DOZERCHASE-WIRE,BRK CONT		6/30/15	73441	678.00	
		STOCK FILTERS		6/30/15	73441	319.94	
		BLDG61936-PIGTAILS		6/30/15	73441	107.01	
82671	CAPITOL REPORTERS			6/30/15	73441	46.91	1,451.24
82672	CARSON VALLEY OIL CO INC	PW-UNL & DSL		6/30/15	73620	77.90	77.90
82673	CELCO PARTNERSHIP			6/30/15	73496	2,381.30	2,381.30
82674	CENTURY PUBLISHING CO INC	#571474821-0001 WIFI MAY		7/10/15	73522	40.01	
82675	CFOA	772263062-00001 IPAD		6/30/15	73442	286.85	326.86
		VISITOR GUIDES		7/10/15	73501	6,059.65	6,059.65
		CHAPMAN / RECORDER		7/10/15	73565	50.00	
		CHAPMAN / RECORDER		7/10/15	73565	75.00	125.00
82676	CHAVES-OLIVEROS, JOSE			6/30/15	73619	200.00	200.00
82677	CITY OF CARSON TREASURER	STOREY CO DRUG COURT FEES		6/30/15	73574	20.00	20.00
82678	COLLINS CONSTRUCTION	FAIRGROUNDS/ARENA WORK		6/30/15	73590	2,627.99	2,627.99
82679	COMMUNITY CHEST INC	JULY 2015 PROGRAM SUPPORT		7/10/15	73432	16,250.00	16,250.00
82680	COMSTOCK CHRONICLE (VC)	ORD 15-263		6/30/15	73531	175.00	
		RATE INCREASE PUBLICATION		6/30/15	73443	422.50	597.50
82681	COMSTOCK COMMUNITY TV INC	JAIL TV		7/10/15	73524	87.00	
82682	COMSTOCK GOLD MILL LLC	BUSINESS OFFICE TV		7/10/15	73524	87.00	174.00
		JUNE 18-30, 2015		6/30/15	73591	144.00	
82683	CORELOGIC INC			6/30/15	73591	9.00	153.00
82684	COSTCO HSEC BUS SOLUTIONS	APN 003-261-05		6/30/15	73538	149.00	149.00

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82685	CREATIVE CONCEPTS MEDIA +	POOL CONCESSIONS		6/30/15	73444	412.16	
82686	CRESTA, OCTAVIO A	POOL CONCESSIONS		6/30/15	73444	366.28	778.44
82687	DAIHOUS USA INC	MAY GOOGLE SEARCH ADVERTI		6/30/15	73594	375.00	375.00
		JULY 1, 2015		7/10/15	73502	24.00	
		JUNE 18-30, 2015		6/30/15	73596	324.00	348.00
		ST 75 WATER		6/30/15	73592	80.90	
		ST 72 WATER		6/30/15	73592	73.95	
		ST 71 WATER		6/30/15	73592	30.95	
		ST 74 WATER		6/30/15	73592	36.95	
		JUJUL WATER- CH		7/10/15	73498	51.90	
		MONTHLY COOLER FEE		7/10/15	73576	25.95	
		WATER COOLER RENTAL		7/10/15	73567	25.95	
		WATER COOLER RENTAL MTCC		7/10/15	73525	82.85	
82688	DELTA FIRE SYSTEMS INC			6/30/15	73428	110.85	520.25
82689	ELLIOTT AUTO SUPPLY INC	SERVICE		6/30/15	73556	750.00	750.00
		S056310- IGN WIRE		6/30/15	73448	6.05-	
		DEL 48PG		6/30/15	73448	180.12-	
		BLD53283 CEN 306		6/30/15	73448	79.58-	
		STCK CREDIT		6/30/15	73448	4.87-	
		T14-DEL M27MF		6/30/15	73448	94.86	
		PW21054 INSTR CLUSTER		6/30/15	73448	206.47	
		BLG61936 RESISTOR		6/30/15	73448	4.84	
82690	ETTINGER, LEONARD J	TOUCH UP PAINT		6/30/15	73448	21.78	57.33
		BEST OF VC BOOKS		7/10/15	73504	360.00	360.00
82691	FARR WEST ENGINEERING	PROJECT SCOPE AND PLAN		6/30/15	73579	1,383.75	
		WALL FINAL DESIGN PLAN		6/30/15	73579	2,187.50	3,571.25
82692	FASTENAL COMPANY	BATTERIES		6/30/15	73537	132.79	132.79
82693	FERGUSON ENTERPRISES INC	RACK STRAP		6/30/15	73449	219.15	219.15
82694	FITCH, PETER	TRAINING REIMBURSEMENT		6/30/15	73593	75.00	75.00
82695	FLYERS ENERGY LLC	LW-DSL & REG		6/30/15	73450	884.02	
		LW-DSL & REG		6/30/15	73450	935.24	1,819.26
82696	GALLAGHER, RON W	DEPOSIT REFUND		6/30/15	73453	100.00	100.00
82697	GLENDALE PARADE STORE	FLAG CARRIER & STRAPS		6/30/15	73541	513.30	513.30
82698	GRAINGER	WTR PLNT-EXIT SIGN		6/30/15	73454	119.73	
		WTR PLNT- EMERG LIGHT		6/30/15	73454	36.18	155.91
82699	GRAN, NANCY J	GARNISHMENT DISBURSED		6/30/15	73540	304.35	304.35
82700	HIGH DESERT MICROIMAGING	ANNUAL MAINTENANCE		7/10/15	73530	650.00	650.00
82701	HISTORIC FOURTH WARD SCHO			6/30/15	73598	62.00	
				6/30/15	73598	24.50	

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82702	HOME DEPOT CREDIT SERVICE					
	JULY 1, 2015		7/10/15	73505	35.00	
	1STQUARTER PROGRAMSUPPORT		7/10/15	73433	23,750.00	
			7/10/15	73505	6.00	
			6/30/15	73598	66.00	
	JUNE 18-30, 2015		6/30/15	73598	227.50	24,171.00
82703	VCSC-FILTERS		6/30/15	73457	39.94	
	CLEANING SUPPLIES		6/30/15	73457	47.81	
82704	BOFA-GRINDER & WHEELS		6/30/15	73457	234.97	
	EX66604-EXT CORD REEL		6/30/15	73457	69.97	392.69
82705	HOT AUGUST NIGHTS INC					
82706	HOT SPOT BROADBAND INC					
82707	HUCK SALT COMPANY INC					
82708	IRON MOUNTAIN INFO MGT IN					
	JAMES C MCLENNAN MDPC					
	JBP LLC					
82709	KIECHLER, CHRISTIAN A					
	HEALTH OFFICER JULY 2015		7/10/15	73429	500.00	500.00
	T74-SEAL		6/30/15	73462	34.39	
	E74-VALVE		6/30/15	73462	25.69	
	T74-SEAL, GASKET		6/30/15	73462	58.77	118.85
82710	LEXIPOL LLC					
	JULY 1, 2015		6/30/15	73600	25.00	
	JUNE 18-30, 2015		7/10/15	73507	63.00	
			6/30/15	73600	738.00	826.00
82711	LINCOLN NATIONAL LIFE					
82712	LIQUID BLUE EVENTS LLC					
82713	LYON CO COMPTROLLER					
82714	MA LABORATORIES INC					
82715	MARK TWAIN COMMUNITY CTR					
82716	MAXUM ENTERPRISES, LLC					
82717	MCCOY, JOHN					
82718	METRO OFFICE SOLUTIONS IN					
	RETIREE DENTAL		7/10/15	73452	690.30	690.30
	CAMEL RACE BUDGET		7/10/15	73510	117,586.00	117,586.00
	2015-16		7/10/15	73552	7,267.75	7,267.75
	AUSTIN PC ADMIN PORTION		7/10/15	73568	1,398.30	1,398.30
	JULY2015 PROGRAM SUPPORT		7/10/15	73437	1,674.00	1,674.00
	DELO, CHV SUPREME		6/30/15	73490	1,071.18	1,071.18
	ACCT MH 02378		6/30/15	73534	100.00	100.00
	CURRENCY COUNTER/FOLDERS		7/10/15	73533	292.37	
	TABS, PRESENTATION CVRS		6/30/15	73557	206.69	
	PAPER, INK, CDS, NOTES		7/10/15	73527	205.11	
	OFFICE SUPPLIES		7/10/15	73599	228.66	932.83
82719	MICHAEL HOHL MOTOR CO					
	FP701- WIRE CONNECT KIT		6/30/15	73461	90.78	
82720	MICHAEL'S CYCLE WORKS INC		6/30/15	73461	90.79	181.57
82721	MORGAN TIRE OF SACRAMENTO					
	POLARIS-SEAL KIT& LIFT		6/30/15	73463	284.98	284.98

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82722	MOUNDHOUSE HARDWARE	EX25254 TIRES		6/30/15	73491	1,041.76	
		FR 32906 TIRES		7/10/15	73497	2,871.90	
		FR32907 TIRES		7/10/15	73497	2,871.90	
		EWX25254 TIRES		6/30/15	73491	532.52	
		EX61990 TIRES		6/30/15	73491	553.56	7,871.64
82722	MOUNDHOUSE HARDWARE	OPERATING SUPPLIES		6/30/15	73595	49.47	49.47
82723	NALS OF NEVADA	NALS MEMBERSHIP 33280		7/10/15	73575	125.00	125.00
82724	NAPA AUTO & TRUCK PARTS	E174- GRS CAN		6/30/15	73493	4.39	4.39
82725	NATIONAL JUDICIAL COLLEGE	DLING CASES WITH SELF REP		7/10/15	73623	640.00	640.00
82726	NEV COMPTROLLER	DIVORCE FEES		6/30/15	73555	981.21	
				6/30/15	73622	445.00	
				6/30/15	73622	75.00	
				6/30/15	73622	240.00	
				6/30/15	73622	2,544.00	
				6/30/15	73558	276,160.19	280,445.40
82727	NEV DEPT BUSINESS & INDUS	POPULATION FEES		6/30/15	73471	715.50	715.50
82728	NEV DEPT HUMAN RESOURCES	106 EMPLOYEES @6.75		6/30/15	73494	4,042.18	4,042.18
82729	NEV DEPT TAXATION	MAY 15 COUNTY MATCH		6/30/15	73602	61.94	61.94
82730	NEV DIV OF FORESTRY	VC TOURISM		7/10/15	73601	37,500.00	37,500.00
82731	NEV DIV OF HEALTH-HUMAN	INTERLOCAL AGREEMENT		7/10/15	73553	5,083.70	5,083.70
82732	NEV HUMAN RESOURCES	CONSUMER HEALTH PROTECTIO		7/10/15	73554	5,928.75	
82733	NEV PUBLIC AGENCY INS PL	SFY16-RCW-SC-Q1		7/10/15	73554	1,933.00	7,861.75
		SFY16-YAP-MC-Q1		6/30/15	73472	375.00	
		DISCRIM COMPLAINT		6/30/15	73472	997.27	
		CLAIM-HOSTILE WK ENVIRON		6/30/15	73472	5,000.00	6,372.27
		WINDSTORM ROOF DAMAGE		6/30/15	73621	20.00	20.00
82734	NEV TREASURER	FEES COLLECTED		6/30/15	73572	78.79	78.79
82735	NEVADA LEGAL SERVICE INC	NOBO ANNUAL DUES		7/10/15	73566	150.00	150.00
82736	NEVADA ORGANIZATION OF BU	GENERATOR		6/30/15	73495	636.33	
82737	NEVADA POWER PRODUCTS, INC	GENERATOR		6/30/15	73495	1,272.66	1,908.99
82738	NEVADA RURAL COUNTY RSVP	PROGRAM SUPPORT 2015-16		7/10/15	73430	7,050.00	7,050.00
82739	NORTON CONSULTING LLC	TRI SIGNS-CROSS TRAFFIC		6/30/15	73474	70.12	
		CH P-LOT SIGNS		6/30/15	73474	773.92	844.04
82740	ON THE SIDE GRAPHICS & SI	MAILING LABELS		7/10/15	73560	186.00	186.00
82741	OUTFRONT MEDIA LLC	06/29/15-07/26/15		7/10/15	73512	586.00	
		BOARD PRODUCTION/INSTALL		6/30/15	73603	638.40	638.40

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82742	PDM STEEL SERVICE CENTER	POLARIS-TUBING		6/30/15	73475	170.21	170.21
82743	PETRINI, ANGELO D			6/30/15	73604	146.00	162.00
82744	PITNEY BOWES GLOBAL (LEA)	JULY 1, 2015		7/10/15	73513	16.00	1,117.99
82745	PITNEY BOWES INC	PSTG PH# 34951467		6/30/15	73605	1,117.99	1,117.99
82746	PROFESSIONAL FINANCE CO I	2119-7681-86-5		7/10/15	73514	126.50	126.50
82747	PROTECTION DEVICES INC	GARNISHMENT DISBURSED		6/30/15	73542	216.02	404.96
82748	PROTOFAB, INC	GARNISHMENT DISBURSED		6/30/15	73542	188.94	75.00
82749	PUBLIC AGENCY COMPENSATIO	MONITORING		7/10/15	73528	75.00	310.00
82750	RAD STRATEGIES INC	FOR C STREET FLAGS		6/30/15	73561	310.00	1,250.00
82751	RAY MORGAN CO INC (CA)	2015-16		7/10/15	73562	1,250.00	1,524.71
82752	RELIANCE STANDARD LIFE IN	APRIL - JUNE ONLINE MEDIA		6/30/15	73606	1,524.71	453.00
82753	RENO DEALERSHIP GROUP LLC	COPIER-COMM C STREET		7/10/15	73569	453.00	150.49
82754	RESERVE ACCOUNT	GIS PLOTTER CN2676-01		7/10/15	73569	150.49	5.70
82755	SAINT MARYS ARTCENTER INC	GL 152469-01 RETIREE LIFE		7/10/15	73563	5.70	992.60
82756	SAINT MARYS PREFERRED HEA	SHOP56405- REP. BCM		6/30/15	73476	992.60	600.00
82757	SAKAI, FRED	POSTAGE METER REFILL		7/10/15	73529	600.00	10,000.00
82758	SHOAF, BRIAN ALLEN	1STQUARTER PROGRAMSUPPORT		7/10/15	73434	10,000.00	534.76
82759	SHOLER, KATHLEEN M	COBRA L MADDOX		7/10/15	73564	534.76	8,784.32
82760	SIERRA CHEMICAL COMPANY	ARINV0000083695 ARID 4212		7/10/15	73564	8,784.32	25.00
82761	SIERRA PACIFIC POWER CO	TRAINING REIMBURSEMENT		6/30/15	73539	25.00	3.00
		JUNE 18-30, 2015		6/30/15	73607	3.00	500.00
		7 DEP REFUND		7/10/15	73511	500.00	259.00-
		6 DEP REFUND		6/30/15	73477	259.00-	222.00-
		3 PRCHL12		6/30/15	73477	222.00-	532.41
		4 PRCHL12\		6/30/15	73477	666.55	717.96
		VIRGINIA CITY ST LIGHTS		6/30/15	73479	928.65	78.23
		SC COMMISSIONERS ST LIGHT		6/30/15	73479	78.23	42.73
		2610 CARTWRIGHT PUMPHSE		6/30/15	73479	42.73	260.87
		431 CANYON WAY ST 4		6/30/15	73479	260.87	108.02
		2612 CARTWRIGHT RD RES		6/30/15	73479	108.02	107.94
		145 N C ST UNIT		6/30/15	73479	107.94	77.54
		381 N C ST RESTSTOP		6/30/15	73479	77.54	51.41
		130 TOLL RD BLDG		6/30/15	73479	51.41	143.20
		110 TOLL RD BLDG		6/30/15	73479	143.20	247.89
		100 TOLL RD SHOP 1/2		6/30/15	73479	247.89	

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82762	SIERRA PEST CONTROL INC				
82763	SILVER STATE INDUSTRIES				
82764	SILVER STATE NATIONAL PEA				
82765	SLICK INDUSTRIES LLC DBA				
82766	SMITHS FOOD & DRUG CENTER				
82767	ST CO SCHOOL DISTRICT				
82768	ST CO SENIOR CENTER (VC)				
82769	ST CO SHERIFF				
82770	ST CO WATER SYSTEM				
	201 S C ST DA		6/30/15	73479	104.20
	203 S C ST SO		6/30/15	73479	123.85
	205 S C ST SO		6/30/15	73479	162.20
	911 US HWY 341 JAIL		6/30/15	73479	779.59
	500 SAM CLEMENS COTR		6/30/15	73479	172.08
	490 SAM CLEMENS PARK		6/30/15	73479	21.33
	100W SOUTH ST WTR PLNT		6/30/15	73479	847.81
	21 S C ST GASLMO		6/30/15	73479	172.35
	500 SPANIAL RAVINE RD "V"		6/30/15	73479	68.76
	205 N E ST VC PARK		6/30/15	73479	32.41
	SUTTON ST		6/30/15	73479	34.38
	104 S B ST GARAGE		6/30/15	73479	32.32
	S C ST UNIT VC/372 C ST		6/30/15	73479	53.33
	S C ST OUTDOOR/PAL LIGHT		6/30/15	73479	44.47
	S C ST UNIT VC		6/30/15	73479	195.27
	CARSON ST BALLPARK		6/30/15	73479	32.32
	N C ST FIRES		6/30/15	73479	378.68
	141 N C ST (TRAINING)		6/30/15	73479	391.28
	MAIN ST UNIT GH DEPOT		6/30/15	73479	46.83
	1001 SIX MILE CANYON		6/30/15	73479	1,899.05
	26 S B ST COURTHOUSE		6/30/15	73479	733.82
	176 N C ST LIGHTS		6/30/15	73479	73.89
	342 S C ST LIGHTS		6/30/15	73479	105.93
	531 S C ST LIGHTS		6/30/15	73479	116.81
	800 PERI RANCH RD		6/30/15	73479	180.01
	1705 PERU DR		6/30/15	73479	434.64
	185 N C ST		6/30/15	73479	60.37
	420 CANYON WAY UNIT B		6/30/15	73479	129.80
	420 CANYON WY UNIT A		6/30/15	73479	267.50
	2141 EMPIRE RD VCH PARK		6/30/15	73479	32.68
	1000 PERI RANCH RD PARK		6/30/15	73479	33.23
	160 UNION ST/ B OF A		6/30/15	73479	77.25
	TOWN OF GH STR LIGHTS		6/30/15	73479	103.92
	100 TOLL UNIT PED		6/30/15	73479	32.32
	2610 CARTWRIGHT FIREHSE		6/30/15	73479	254.54
	SCSO & JAIL, BUGS		6/30/15	73544	100.00
	FLAT BED PICK-UP		6/30/15	73480	586.00
	JUNE 18-30, 2015		6/30/15	73608	94.50
	WELCOME TO VIRGINIA CITY		6/30/15	73578	3,300.00
	SHUTTLE STOP SIGNS		7/10/15	73515	312.00
	INMATE MEDICATIONS		6/30/15	73545	169.87
	PROPERTY TAX RECEIVED		6/30/15	73571	14,038.00
	ANNUAL PROGRAM SUPPORT		7/10/15	73431	13,500.00
	JULY2015 PROGRAM SUPPORT		7/10/15	73436	12,837.00
	GHIGLIERI/COTTAM 3UAS		7/10/15	73516	175.00
			6/30/15	73532	8.22
			6/30/15	73618	161.66
					344.88
					10,275.70
					100.00
					586.00
					94.50
					3,612.00
					169.87
					27,538.00
					12,837.00
					175.00
					8.22
					161.66
					344.88

Report No: PB1315
Run Date : 07/08/15
CHECK
NUMBER
VENDOR

STOREY COUNTY
CHECK REGISTER 7/10/15

CHECK
TOTAL

VENDOR NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
82771	ST.MARYS IN THE MOUNTAINS	VISITOR CENTER VCTC		6/30/15	73483	124.96
82772	STOREY COUNTY JEEP POSSE			6/30/15	73609	165.84
82773	SUN PEAK ENTERPRISES			6/30/15	73483	142.48
				6/30/15	73483	130.80
				6/30/15	73483	119.12
				6/30/15	73483	119.12
				6/30/15	73483	143.89
				6/30/15	73483	142.48
				6/30/15	73483	1,421.44
				6/30/15	73483	811.02
				6/30/15	73483	148.32
				6/30/15	73483	385.92
				6/30/15	73483	415.52
				6/30/15	73483	108.42
				6/30/15	73483	200.88
		372 C ST		6/30/15	73483	119.12
				6/30/15	73483	60.32
				6/30/15	73483	56.62
				6/30/15	73609	56.62
	GOLD HILL DEPOT					
82771	ST.MARYS IN THE MOUNTAINS	6/28/15 EVENT		6/30/15	73482	100.00
82772	STOREY COUNTY JEEP POSSE	LEASE 2015-16		7/10/15	73458	2,500.00
82773	SUN PEAK ENTERPRISES					
		JULY 1, 2015		7/10/15	73517	16.50
				7/10/15	73517	140.00
				6/30/15	73610	46.50
		JUNE 18-30, 2015		6/30/15	73610	1,580.00
				6/30/15	73610	35.00
				6/30/15	73610	108.00
82774	THE TOMBSTONE COWBOYS					
		JULY 1, 2015		7/10/15	73518	60.00
				6/30/15	73611	411.00
		JUNE 18-30, 2015		6/30/15	73611	1,675.00
				7/10/15	73518	18.00
82775	THERMATEMP	REMAINDER DUE, JAIL HEAT		6/30/15	73546	12,767.00
82776	THREE GGG INC	5 @\$15		6/30/15	73612	75.00
		10 @\$13		6/30/15	73612	130.00
82777	THYSSENKRUP ELEVATOR	MAINTENANCE BILLING		7/10/15	73469	681.28
82778	TJUSSELING, DICK G	GIFT SHOP EXPENSE		7/10/15	73595	360.00
82779	TRI-VENTURES INC					
		JUNE 18-30, 2015		6/30/15	73613	110.00
82780	TURF STAR, INC	DIVIDE RES-FOUNTAIN		6/30/15	73613	77.00
82781	ULINE			6/30/15	73484	27,677.00
82782	UNIFORMITY OF NEVADA LLC	BLADE HOLDER		6/30/15	73550	19.16
		VEST - FRANCONCE		6/30/15	73549	875.00
		VEST - AZEVEDO		6/30/15	73549	900.00
82783	UNITED SITE SERVICES OF N	MT RESTROOM		6/30/15	73485	94.00

Report No: PB1315
Run Date : 07/08/15

STOREY COUNTY
CHECK REGISTER 7/10/15

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82784	VCTC	VCH RESTROOM		6/30/15	73485	94.00	188.00
82785	VIDEO VELOCITY	SIG REQ & ELKO INV W BKUP COFFEE FOR OFF/MEETINGS		6/30/15 6/30/15	73614 73614	8.38 10.99 15.00	34.37
82786	VIRGINIA & TRUCKEE RR CO	GIFT SHOP EXPENSE		6/30/15	73617	200.00	200.00
		JULY 1, 2015		6/30/15 7/10/15 6/30/15 6/30/15 6/30/15 6/30/15 6/30/15 7/10/15 6/30/15 6/30/15 6/30/15	73615 73615 73615 73615 73615 73615 73615 73615 73615 73615 73615	110.00 65.00 139.00 18.00 9.00 94.50 139.50 484.00 45.00 5,907.00 465.00	7,476.00
82787	VIRGINIA CITY TOURS INC	JUNE 18-30, 2015		6/30/15	73615		
		JULY 1, 2015		7/10/15 7/10/15 6/30/15 6/30/15	73520 73520 73616 73616	116.00 8.00 1,992.00 128.00	2,244.00
82788	VISION SERVICE PLAN, INC	RETIREE VISION INS		7/10/15	73470	167.60	176.71
82789	VOYA RETIREMENT INS	COBRA VISION MADDOX		7/10/15	73470	9.11	
82790	WASHOE COUNTY, NEVADA	REISSUED VOYA CK#82147 REISSUED VOYA CK#82147		6/30/15 6/30/15	73426 73426	1,866.50 1,816.50	3,683.00
82791	WEDCO INC	DNA TESTING NRS 176.0915		6/30/15	73573	176.50	176.50
82792	WESTERN ENVIRONMENTAL LAB	WTR PLNT-EMERG LIGHT SWR PLNT LAMP ST75-CONNECTOR		6/30/15 6/30/15 6/30/15	73486 73486 73486	252.93 5.40 48.29	306.62
82793	WESTERN NEVADA SUPPLY CO	ALK,TTL COLI,TTL ORG CARB HALO,TTL TRI HALOS TTL COLI		6/30/15 6/30/15 6/30/15	73487 73487 73487	145.00 750.00 20.00	915.00
82794	WESTERN SURETY COMPANY	T71-FLEX COUPL,ROMA POOL-PVC COUPL POOL-HELO CONNECTOR WATER METERS LW PUMPS REPAIR 1/2		6/30/15 6/30/15 6/30/15 6/30/15 6/30/15	73488 73488 73488 73488 73488	369.66- 97.15 75.99 2,851.30 75.55	2,730.33
82795	3D CONCRETE INC	VCTC TREASURER BOND DE-ICING SAND NDOT		7/10/15 6/30/15	73586 73489	100.00 588.56	100.00 588.56
		CHECKS TOTAL				771,734.52	



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 07/21/15

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title:** Discussion/Possible Action: Special Use Permit 2015-021, by Kathryn Ann Muhs. The applicant is requesting a Special Use Permit to construct a mother-in-law quarters attached to an existing garage and single-family residence at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95).
2. **Recommended motion: (Recommended motion for approval)** In accordance with the recommendation by Staff, the Planning Commission, the Findings under Section 5.1 of the Staff Report and other Findings deemed appropriate by the County Commission, and in compliance with the conditions of approval in Section 6 of this report, I [County Commissioner] hereby recommend conditional approval of Special Use Permit Application Number 2015-021 for the construction of the mother-in-law quarters located at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95).
3. **Prepared by:** Jason VanHavel

Department: Planning **Telephone:** 847-1144
4. **Staff summary:** See enclosed Staff Report No. 2015-021.
5. **Supporting materials:** Staff Report No. 2015-021.
6. **Fiscal impact:** None on local government.

Funds Available: Fund: _____ Comptroller
7. **Legal review required:** _____ District Attorney
8. **Reviewed by:**

Department Head Department Name:

County Manager Other agency review: _____
9. **Board action:**

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

Agenda Item No. 15

**STOREY COUNTY
PLANNING DEPARTMENT**

Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, NV 89440
Phone (775) 847-1144 – Fax (775) 847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: July 21, 2015

Meeting Location: Storey County Courthouse - 26 South B Street, Virginia City, Nevada 89440

Case Number: 2015-021

Applicant: Kathryn Ann Muhs

Property Owners: Kathryn Ann Muhs

Staff Contact: Jason VanHavel, Storey County Planner

Figures: Figure 1: Area Map; Figure 2: Land Use Compatibility; Figure 3: Site Aerial; Figure 4: Site Photos

Appendix: Appendix 1: Proposed Floor Plan, Appendix 2: Applicant Statement

Guiding Documents: Storey County Code, Section 17.03.150 Special Use Permit (conditional use), 17.10.030 Definitions, 17.40.020 Estate Zone; Storey County Master Plan

Property Location: 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95)

Request: For a Special Use Permit to construct a mother-in-law quarters attached to an existing garage and single-family residence.

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1. Background & Analysis

1.1 Site location and Characteristics

The property is located at 2065 Applegate Road, in the Virginia City Highlands 1 acre Estates (E1 VCH) on one parcel that is approximately 3.55 acres. The adjacent properties in the area are also zoned E1 VCH. (Figure 1 - Area Map). The Applicant's property is located approximately 6 miles north of Virginia City and 28 miles south of Reno.

There is an existing residence and an attached garage on the property. Access to the property is off Applegate Road via a private driveway. Applegate Road ends at the southern point of the subject property.



Figure 1: Area Map with parcels

1.2 Proposed Use

The Applicant proposes to construct the mother-in-law quarters on the western wall of their existing attached garage. The proposed construction will result in a single-family attached dwelling of permanent character in a permanent location with approximately 1,000 square feet of additional living space on the southern part of the subject property. This will include one bedroom, one office, a kitchen, living/dining room, one bathrooms and a laundry area (Appendix 1 - Floor Map). The Applicant has stated that with the proposed construction, that only the Applicant's mother will occupy the unit (Appendix 2 - Letter Submitted by Applicant).

1.3 Special Use Permit Required

The purpose and intent of the estates zones is established for areas particularly suited for low density residential use, to further enhance the quality of life for residents and to prohibit the development of uses which are incompatible and detrimental to a rural residential environment. The Storey County Code (SCC) does allow one attached family guest home (also known as a mother-in-law quarters) with approval of a special use permit.

1.4 Definitions

Dwelling: The term “Dwelling” refers to any building or portion of a building used exclusively for permanent (thirty days or more) residential purposes.

Dwelling, Single-Family Attached. The term “Dwelling, Single-Family Attached” refers to a single-family dwelling intended for occupancy by 1 family.

Mother-in-law quarters (MILQ): A structure occupying an accessory position on a lot and used exclusively for housing members of the immediate family of those living within the principal residence, or their nonpaying guests.

1.5 Surrounding Uses

The four properties to the east, two to the north, three to the west, and one to the south are vacant; the other three adjacent properties (two north, one south) have an existing single family residence on the parcels.

1.6 Area Impacts

It appears that the proposed MILQ will impose few to no adverse impacts on the surrounding lands. The added construction to the side of the garage is visible from Applegate, but the subject property is at the end of a cul-de-sac. The structure will not change the overall height, and, therefore, will not obstruct the viewshed of any surrounding uses.

2. General Compliance with Storey County’s Guiding Documents

2.1 Summary Table

The table below shows land uses, master plan designations and zoning for the land surrounding the proposed residence. There are no evident conflicts between the proposal and the County Master Plan. The proposed use is consistent with the surrounding rural land that allows for low density residential uses.

Figure 2: Land Use Compatibility			
Land	Land Use	Master Plan	Zoning
Applicant's Land	Existing single-family residence; proposed MILQ	Single-family residential	E1 VCH
Land to the east	3 Vacant	Single-family residential	E1 VCH
Land to the southeast	Existing single-family residence	Single-family residential	E1 VCH
Land to the south	Existing single-family residence	Single-family residential	E1 VCH
Land to the southwest	Vacant	Single-family residential	E1 VCH
Land to the West	Vacant	Single-family residential	E1 VCH
Land to the Northwest	Vacant	Single-family residential	E1 VCH
Land to the North	Existing single-family residence and 2 Vacant	Single-family residential	E1 VCH
Land to the Northeast	Existing single-family residence	Single-family residential	E1 VCH

Staff Report - 2015-071

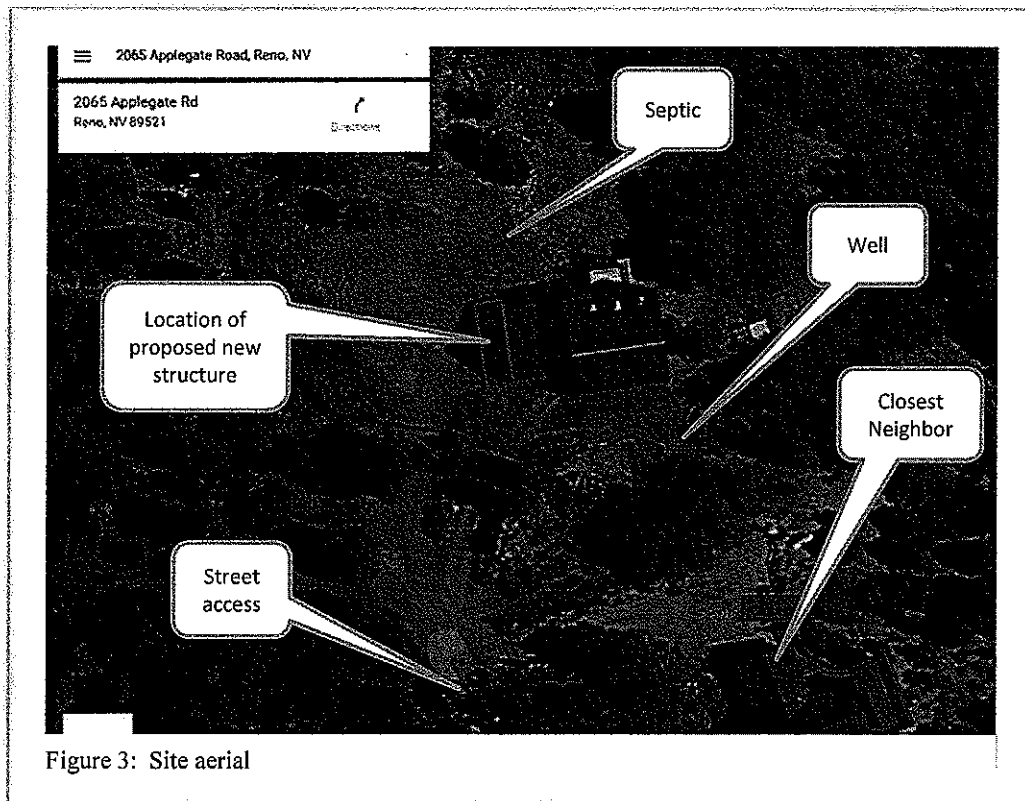


Figure 3: Site aerial

3. Compliance with the Storey County Code - Section 17.40 Estate Zone

3.1 Special Use Permit Required

SCC Section 17.40.025 - Uses subject to special use permit states:

"The following additional uses may be permitted subject to securing a special use permit as provided for in Chapter 17.03 Administrative Provisions.

F. One detached family guest home (also known as a mother-in- quarters), defined as a structure occupying an accessory position on a lot and used exclusively for housing members of the immediate family of those living within the principal residence, or their nonpaying guests subject to a special use permit. The accessory family guest home must meet the following standards:

1. A family guest home must be a complete dwelling and include a kitchen and bathroom.
2. A family guest home may be no less than five hundred square feet in area, nor greater than one thousand square feet in area.
3. If a family guest home is occupied on a permanent basis, a signed affidavit must be filed with the Community Development Department stating who is occupying the guest home. Affidavits will be reviewed annually.
4. Septic and domestic water use requirements comply with the applicable Nevada Revised Statutes." (Appendix 4 - Existing Septic Information Submitted by Application)

It should be noted that the planning commission is in the process of updating the 2012 Storey County zoning ordinance, and that the proposed update requires that the required affidavit is recorded with the deeds of the subject property at the Storey County Recorder's Office. Accordingly, the recommended conditions of this special use permit will require such document recording.

3.2 Minimum Lot Size

The minimum acreage in an E1 VCH zone is 1 acre. The Applicant's property does conform and exceed the minimum lot size requirements with a lot size of 3.55 acres.

3.3 Lot Dimension Requirements

The average dimension of a lot in one direction (front to rear or side to side) may not exceed four times the average dimension in the other direction. The Applicant's property does conform to the lot dimension requirements.

3.4 Height of buildings and structures

In the Estate zoning, the structure may not exceed a height of three stories or thirty-five feet, whichever is higher, except as may be allowed by a variance. The existing structure on this property conforms to this standard. The proposed construction also conforms to this standard and the overall height will not change.

3.5 Setback Requirements

The E1 VCH zoning has a minimum front set back of 30 feet, a minimum rear setback of 40 feet and a minimum side setback of 15 feet. The Applicant's proposal conforms to all minimum setbacks.

3.6 Effect of covenants, conditions and restrictions

The E1 VCH zone utilizes covenants conditions and restrictions (CC & R's) that are administered by its local homeowners' association, the Virginia City Highlands Property Owners' Association (VCHPOA). Any approval of the Special Use Permit shall include a condition of Virginia City Highlands Property Owners Association approval before a building permit is issued. The conditions recommended in the proposed special use permit require the applicants to obtain approval for the proposed structure as well as the MILQ from the VCHPOA before a building permit may be issued by Storey County. A denial of either proposed use by the VCHPOA will supersede the special use permit.



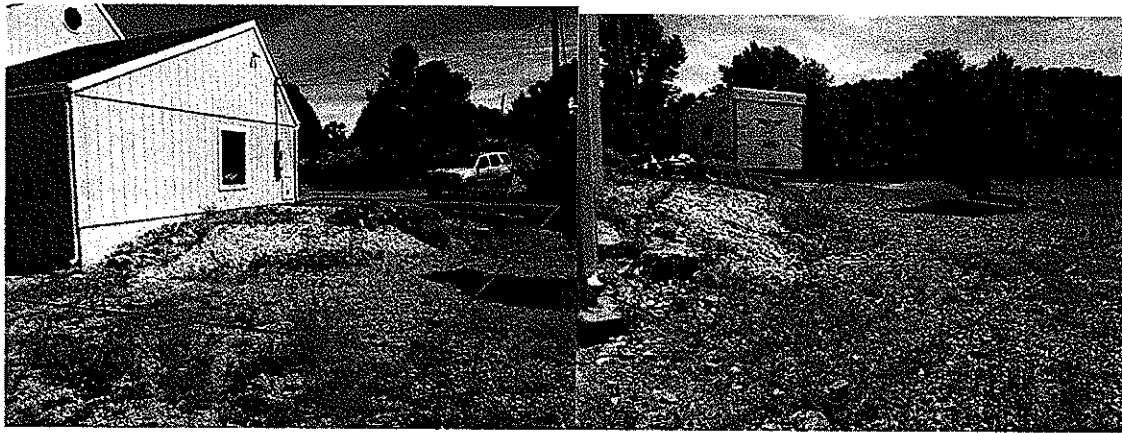


Figure 4: Site photos

4. Public Comment

4.1 Public Comment

As of July 6, 2015 (date of posting) Staff has not received any comments from the public.

5. Findings

5.1 Motion for Approval

The following findings of fact are evident with regard to the requested Special Use Permit when the recommended conditions of approval in Section 6 Recommended Conditions of Approval are applied:

5.1.1 The Special Use Permit complies with all federal, state, and county regulations.

5.1.2 The Special Use Permit will not impose substantial adverse impacts or safety hazards on the adjacent properties or the surrounding area.

5.1.3 The conditions of the Special Use Permit adequately address potential fire hazards and require compliance with the applicable fire codes, including setback and fire protection ratings.

5.1.4 The conditions under this The Special Use Permit do not conflict with the minimum requirements in SCC Chapter 17.40 Estate Zone and Chapter 17.03.150 Special Use Permits, or any other federal, state, or county regulations, including building and fire codes.

5.2 Motion for Denial

Should a motion be made to deny the Special Use Permit request, the following findings with explanation of why should be included in that motion.

5.2.1 Substantial evidence shows that the Special Use Permit may conflict with the purpose, intent, and other specific requirement of SCC 17.40 Estate Zone and Chapter 17.03.150 Special Use Permit or other federal, state, or county regulations.

5.2.2 The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

6. Recommended Conditions of Approval

All conditions must be met to the satisfaction of each applicable County Department, unless otherwise stated.

1. **Compliance.** The Special Use Permit and use allowed thereby must comply and remain in compliance with all provisions set forth by this Special Use Permit and Federal, Nevada State and Storey County codes and regulations, and submitted plans and reports as approved. The Applicant must provide the Planning and Building Departments site plans drawn to scale prior to obtaining a building permit.
2. **Permits and expiration.** The Applicant must apply for all building and fire permits for the structure within 24 months from the date of board approval for this Special Use Permit, and continuously maintain the validity of those permits, as appropriate, or this approval will become null and void.
3. **Complete.** The mother-in-law quarters must be a complete dwelling and include a kitchen and bathroom.
4. **Size.** The mother-in-law quarters area of occupancy must be no less than five hundred square feet in area, nor greater than one thousand square feet in area.
5. **Occupants.** The mother-in-law quarters must be exclusively for housing members of the immediate family of those living within the principal residence, or their nonpaying guests. A deed restriction shall be filed with the county recorder's office stating that the accessory dwelling unit is a temporary use for immediate family members. It shall stipulate that the unit will be vacated and converted to a non-dwelling use (in accordance with the building code) at such time that the immediate family member(s) no longer occupy the unit. The deed restriction form will be provided by the planning department and it shall make the county a party to the deed restriction. The planning department shall agree in-writing to allow the property owners(s) to remove the deed restriction if the owner legally converts the accessory dwelling to a non-dwelling use. A copy of the recorded deed restriction shall be required and presented to the building department prior to issuance of a building permit.
6. **24 Months.** At such time that the accessory dwelling becomes unoccupied for more than 24 months by person(s) approved by this Special Use Permit, the accessory dwelling must be converted to a non-occupancy use.
7. **Improvements.** Septic and domestic water use requirements* must comply with the applicable Nevada Revised Statutes and County Building Codes.
8. **Taxes paid.** Before obtaining a building permit, the Applicant must show the Community Development Department evidence that all property taxes on the land are paid to-date.

*Nevada Division of Water Resources (DWR) statute requires an application for an accessory dwelling unit (MILQ's) for the installation of a meter so the main residence and accessory dwelling shall not exceed two acre-feet per year as provided by NRS. The water usage measurements from the totalizing meter must be submitted by the parcel owner to DWR no later than January 31st of each calendar year.

9. **Indemnification.** The Applicant warrants that the future use of land will conform to requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Applicant warrants that continued and future use of the land shall so conform. The Applicant and property owner(s) agree to hold Storey County, its officers, and representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Special Use Permit.

10. **Virginia City Highlands Property Owners Association.** The allowances under this Special Use Permit are subject to approval by the Virginia City Highlands Property Owners' Association (VCHPOA). A determination by the VCHPOA to deny the requested use will supersede this Special Use Permit. Additionally, the final structure elevation drawings must be stamped with the approval of the VCHPOA prior to any building permit issued.

7. Power of the Board & Planning Commission

At the conclusion of the hearing, the Planning Commission must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Planning Commission upon which it bases its decision. The decision of the Planning Commission in the matter of granting the Special Use Permit is advisory only to the Board of County Commissioners and that governing body must consider the report and recommendation and must make such a decision thereon as it deems warranted.

On July 16, 2015, the Storey County Planning Commission heard this case at their regular meeting. In accordance with the Findings under 5.1 of this Staff Report and in compliance with all conditions of approval, the Planning Commission voted unanimously to recommend approval with conditions for Special Use Permit Number 2015-021 for the construction of the mother-in-law quarters located at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95).

8. Proposed Motions

This Section contains two motions from which to choose. The motion for approval is recommended by Staff in accordance with the findings under Section 5.1 of this report. Those findings should be made part of that motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 5.2. Other findings of fact determined appropriate by the County Commission should be made part of either motion.

8.1 Recommended Motion (Motion for approval)

In accordance with the recommendation by Staff, the Planning Commission, the Findings under Section 5.1 of the Staff Report and other Findings deemed appropriate by the County Commission, and in compliance with the conditions of approval in Section 6 of this report, I [County Commissioner] hereby recommend conditional approval of Special Use Permit Application Number 2015-021 for the construction of the mother-in-law quarters located at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95).

Summary: Approval of special use permit with conditions

8.2 Alternative Motion (motion for denial)

In accordance with the Findings under Section 5.2 of the Staff Report and other Findings deemed appropriate by the County Commission, I [County Commissioner] hereby recommend denial of Special

Use Permit Application Number 2015-021 for the construction of the mother-in-law quarters located at 2065 Applegate Road, Virginia City Highlands, Storey County, Nevada (APN: 003-092-95)

Summary: Denial of special use permit

Prepared by: Jason VanHavel

APPENDIX 1

Proposed Floor Plan

APPENDIX 2

Applicant Statement

Detail Description/Justification of Project

Attached additional pages as necessary

I would like to ADDITION TO EXISTING HOUSE/GARAGE.
THE ADDITION WILL BE A "MOTHER-IN-LAW"
QUARTERS FOR MY MOTHER. THE ADDITION WILL
BE APPROXIMATELY 1000 SQ FT & INCLUDE
BEDROOM, 2 BATHS, 1 KITCHEN, 1 SMALL OFFICE
& LAUNDRY ROOM. THE ADDITION WILL BE
ADDED TO THE WEST SIDE OF THE ATTACHED
GARAGE. THERE WILL BE AN ENTRY FROM
THE BACKYARD/GARAGE TO THE ADDITION.
A SEPARATE ENTRY WILL BE TO THE DRIVEWAY.
I AM SUBMITTING THIS AS THE HOMEOWNER,
HOWEVER ONCE PLANS ARE APPROVED, A LICENSED
GENERAL BUILDER WILL BE Hired TO CONSTRUCT.
ALL CODES, LAWS & REGULATIONS ARE FOLLOWED.
MY MOTHER IS STRUGGLING MEDICALLY & CURRENTLY
LIVING ALONE IN SOUTHERN CALIFORNIA.
I AM PREPARED & WILLING TO COMPLETE &
PROVIDE WHATEVER IS NECESSARY TO OBTAIN
THIS PERMIT, SO PLEASE ADVISE YOUR QUESTIONS OR
ADDITIONAL REQUIREMENTS.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/21/15

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16

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 Stephens, Clerk's Office
Pat Whitten, County Manager

July 13, 2015
Via email

Please add the following item(s) to the **July 21, 2015**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. ROSENDIN ELECTRIC – Contractor / 880 Maybury Road ~ San Jose, CA (elect. contractor)
- B. RENOWN HEALTH URGENT CARE – General / 420 USA Parkway (Urgent Care) TRI
- C. APPLIED SOIL WATER TECHNOLOGIES – Contractor / 56 Coney Island ~ Sparks (engineering)
- D. HERTZ EQUIPMENT RENTAL – Contractor / 1610 Kleppe Lane ~ Sparks (equipment rental)
- E. LOBO CONSTRUCTION – Contractor / 3700 N Virginia ~ Reno (contractor)
- F. SIERRA ROOFING SUPPLY – Contractor / 5900 S Lake Forest Dr ~ McKinney, TX (contractor)
- G. LRG CONSTRUCTION, LLC – Contractor / 2215 Driscoll Drive ~ Reno (contractor)
- H. QUALITY PLUS SVCS – Contractor / 2215 Renaissance Drive ~ Las Vegas (contractor)
- I. A-Z TRUCK MARINE AND RV – General / 3033 Waltham Way (repair, parts, access.) TRI
- J. IONIX, LLC – General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- K. RICH DOSS, INC. – General / 201 Wild Horse Canyon Drive (transportation) MCC

Inspection Required

cc: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Commissioners' Office
Assessor's Office