



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/16/2019 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

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

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Agenda for April 16, 2019

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for March 19, 2019.

5. **CONSENT AGENDA**

- I For possible action, approval of 1st reading for general business license Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.
- II For possible approval, Justice Court Quarterly Report.
- III For possible action, approval of Amendment #1 to the Interlocal Contract between DMV and Storey County. Amendment extends the contract to June 30, 2021.
- IV For possible action, approval of claims in the amount of \$705,406.10.
- V For possible action, approval of business license first readings:
 - A. G4S SECURE INTERGRATION,LLC - General/12 Landmark Center Ste. 1300 ~ Omaha NE
 - B. CARING BIO - HAZARD CLEANUP INC. - Professional/59 Damonte Ranch PkwyB-305 ~ Reno, NV
 - C. STC NETCOME INC - Contractor/11611 Industry Ave ~ Fontana, CA
 - D. A-V SERVICES, INC - General/99 Fairfield Rd ~ Fairfield, NJ
 - E. TEKTRONIX, INC. - General/PO Box ~ Beaverton, OR
 - F. ARTIC ELECTRICIANS Contractor/PO Box 3631 ~ Stateline, NV

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

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

8. **DISCUSSION/POSSIBLE ACTION:**

Selection of a candidate to serve as the next County Manager, conditioned upon passing the background investigation and successful negotiation of salary with the current County Manager and Board Chairman. The Board may also direct the current County Manager and our Consultant to take action(s) for other properly related matters.

9. **DISCUSSION/POSSIBLE ACTION:**

National Public Safety Telecommunications Week 2019 Proclamation.

10. **DISCUSSION/POSSIBLE ACTION:**

Determine and prioritize options to comply with District Court order to vacate all Justice Court activities from the District Courtroom, Chambers, Jury Room and Clerk's Office within 180 days of their issuance of said order.

11. **DISCUSSION ONLY:**

2020 United States Census Bureau Update

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

13. **DISCUSSION/POSSIBLE ACTION:**

First reading for liquor and cabaret license for Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

14. **DISCUSSION/POSSIBLE ACTION:**

1st reading for off sale liquor license for the Sugarloaf Mountain Motel & Market; 430 S C St., Virginia City, NV 89440. Applicant is Candance Pitts.

15. **RECESS TO RECONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

16. **DISCUSSION/POSSIBLE ACTION:**

Approve the agreement between the Storey County Fire Protection District and the Nevada Division of Forestry for continued participation in the Wildland Fire Protection Program (WFPP).

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

18. **DISCUSSION/POSSIBLE ACTION:**

2019-013 Modification to the Tahoe-Reno Industrial Center, LLC - Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom the entirety of the parcel located at 475 Wild Horse Canyon Drive, McCarran, Storey County, Nevada APN 005-021-14.

19. **DISCUSSION/POSSIBLE ACTION:**

A request (File 2019-005) to abandon a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.

20. DISCUSSION/POSSIBLE ACTION:

For approval business license second readings:

- A. ALLTEL CORPORATION - General/1 Verizon Way ~ Basking Ridge, NJ
- B. GRAYMAR ENVIROMENTAL SRV - Professional/1205 Baring Blvd ~ Reno, NV
- C. SPRING CREEK BUILDERS, INC - Contractor/143 W. Taylor Street ~ Reno, NV
- D. RENO ENGINEERING & CONTRACTING LLC - 9395 Hummer Ct. ~ Reno, NV
- E. GOLDEN BAY FENCE PLUS IRON WORKS - Contractor/4104 S B St., Stockton, CA
- F. PATRIOT CONTRACTORS, LLC - Contractor/2590 Nature Park Ste 200 ~ Las Vegas, NV
- G. CLARK PACIFIC - Contractor/19801 S River Rd ~ Sacramento, CA

21. PUBLIC COMMENT (No Action)

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

NOTICE:

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

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

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 4/16/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By 
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Regular Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** Approval of the Minutes for March 19, 2019.
2. **Recommended motion:** Approve minutes as submitted.
3. **Prepared by:** V Stephens

Department: Clerk

Contact Number: 847-0969

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

 Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 19, 2019 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

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner Carmona, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Tourism Director Deny Dotson, Deputy District Attorney Keith Loomis, Fire Chief Jeff Nevin, Public Works Director Jason Weizrbicki, Project Coordinator Mike Northan, Water/Sewer Project Manager Mike Nevin, Community Relations Director Cherie Nevin, Justice of the Peace Eileen Herrington, Senior Center Director Stacey Gilbert, Building Inspector Pete Renaud

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

Meeting was called to order by Commissioner McBride at 10:09 A.M.

2. PLEDGE OF ALLEGIANCE

Chairman Marshall McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for March 19, 2019.

Public Comment:

None

Motion: I make a motion to approve the Agenda for March 19, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of the Minutes for February 5, 2019.

Public Comment:

None

Motion: I make a motion to approve the Minutes for February 5, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. DISCUSSION/POSSIBLE ACTION: Approval of the Minutes for February 19, 2019.

Public Comment:

None

Motion: I make a motion to approve the Minutes for February 19, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

6. DISCUSSION/POSSIBLE ACTION: Approval of Consent Agenda for March 19, 2019.

I For possible approval of first reading for general business license for Tom Redican, 2nd Line of Defense (CCW Instruction). 3260 Six Mile Canyon Rd., Virginia City, NV 89440.

II For possible action, approval of claims in the amount of \$3,184,297.89.

III For possible action, approval of Assessor's recommended corrections to unsecured 2017-18 Tax Roll for overassessment.

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

- A. SPECIALIZED SAFETY SERVICES - Consulting / 5000 Reggie Road ~ Reno, NV
- B. THORNTON TOMASETTI, INC. - Consulting / 650 California Street Ste 1400 ~ San Francisco, CA
- C. GREAT BASIN SOLAR, LLC - Contractor / 50 Butte Place ~ Reno, NV
- D. MAJOR D'S CLEANING - Home Business/ 1820 Harte Road~ Virginia City Highlands, Reno NV
- E. SAPHIRA EDUCATION ASSOCIATES, LLC Home Business/ 26800 Riverview Road, VCH, Reno NV
- F. PEERLESS CONSTRUCTION, LTD- Contractor / 1475 Old Hot Spring Drive~ Carson City, NV
- G. MELODY HOOVER PHOTOGRAPHY - General / 633 Rock Island Drive ~ Dayton, NV
- H. WILD WEST BURGERS - General/ PO Box 117 ~ Nixon, NV 89424
- I. NUWAVE INTERNATIONAL - Construction / 1875 Coronado Ave ~ Signal Hill, CA
- J. RELIABLE MANAGEMENT SOLUTIONS, LLC - General/ 555 Milan Way ~ Reno, NV
- K. MISBEEHAVEN FARM, LLC - Home Business/ 144 Elizabeth Lane ~ Dayton, NV
- L. ODELL'S BIG OKIE TACO (dba) - General/ 877 Scott Dr ~ Fernley, NV
- M. FLIPPIN'S TRENCHING, INC - Contractor/ 2645 Marion Drive ~ Las Vegas, NV
- N. 1-888-4-ABATEMENT, INC - Contractor/ 3158 Luyung Drive ~ Rancho Cordova, CA
- O. FIREHOUSE CREAMERY - General/ 171 South C Street~ VC, NV
- P. NNE CONSTRUCTION - Contractor / 4990 Victory Blvd. ~Elko, NV
- Q. CJ GUELDER - Home Business/ 720 Sutro Springs Road ~ Dayton, N

Public Comment:

None

Motion: I make a motion to approve the Consent Agenda for March 19, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Sheriff Antinoro:

- Expressed appreciation for everyone who helped in the aftermath of last week's explosion.
- Addressed a few Legislative Bills:
 - AB301 – Would require quarterly updates to Commissioners on the status of jails and health & safety of inmates;
 - AB291 – The only good thing on this bill would be lowering the blood-alcohol level to .08 for persons on possession of a firearm.
 - SB346 – Raises acceptable level of marijuana in a person's system before being deemed to be under the influence, and includes a study to determine what impairment is. There is another bill that says (with exclusion of exempt positions) that marijuana use cannot be used as preclusion for hiring. Action can still be taken if a person shows up to work under the influence.

Louise Pena, RSVP Representative:

- Thanks to the Commissioners for support of RSVP.
- RSVP needs van drivers.
- The van will come to Virginia City once a week. There is interest in coming for Commission meetings and other activities.
- Thank you to Stacey Gilbert and Cherie Nevin for all of their help.
- Looking forward to the focus group.

Senior Center Director Stacey Gilbert:

- Reminder: Senior Center Focus Groups are scheduled for:
 - Mark Twain Community Center - March 21st
 - Storey County Senior Center, Virginia City - April 4th
 - Lockwood Senior Center - April 18th
- A senior nutrition program, in partnership with UNR Cooperative Extension, is being started. The first class will be April 1 – 10am to 11:15.

Community Relations Director Cherie Nevin:

- Free dump events have been scheduled: Lockwood Regional Landfill – April 4, 5, & 6; April 11, 12, & 13; April 18, 19, & 20; Virginia City Transfer Station – May 2, 3, & 4. What you and cannot bring is on the County's website. A list of streets within Storey County have been provided so there is no question regarding residency. Information is on the website.

VCTC Director Deny Dotson:

- Last Saturday was perfect weather for a very busy Rocky Mountain Oyster Festival. Lots of positive comments were received.
- The International Collegiate Mining Competition will take place March 20th through 23rd at the Fairgrounds.
- The VCTC budget has been approved, with increased marketing for this year.

Fire Chief Jeff Nevin:

- There was a structure fire in Painted Rock on March 9th.

- Thanks to everyone for their cooperation and participation in the incident at the Delta last week. Investigation is continuing.
- Pile burning along Geiger Grade continues.
- Burn permits may be extended in Mark Twain and Painted Rock depending on weather.

Public Works Direct Jason Wiezrbicki:

- At the recent Nevada Rural Water Conference, the water in Virginia City won “Best Tasting Water in Nevada”. Next February, we will participate in the National Rural Water Conference in Washington DC. Storey County previously won in 2009.

Water/Sewer Projects Manager Mike Nevin:

- NDEP has determined there would be no surface outflow from the proposed Gold Hill sewage plant to the Carson River.
 - The Gold Hill sewer project can proceed with a small package plant – Class 3 operation to treat sewage – the same as Virginia City.
 - Maintaining the Class 3 means operators will not have to seek an expensive higher level of education.
 - The State Revolving Fund (loan grants), has indicated this project is a Class 1A funding priority with funds of \$1.32 million set aside if needed. The 1A priority provides for up to \$500,000 in principle forgiveness.
 - Meetings are being held to determine how to move forward. It is hoped this project will be completed by the end of the year.
- Funds of approximately \$595,000 left over from the (Virginia City) sewer project will be used towards replacement of the two aging 5 Mile water tanks. Paperwork was been presented to USDA – they have concurred with the project.
 - The project is short on funds so will be done in two phases. Phase 1 - replacing the smaller tank 90,000 gallon tank with a 500,000 gallon tank. This will cover the current shortage of water needed for community fire protection.
 - The engineer’s estimate for replacement of both tanks is approximately \$1.7 million. Additional funding from USDA will be sought – some grant funds may be available. Interest rates are still low.
 - The larger tank may be re-habbed – this is to be determined.
 - The time table is aggressive with project starting in June or July and completion by the end of the year.

Comptroller Hugh Gallagher:

- Review of tentative budgets will be on the April 2nd agenda. Thank you to all department heads for a great job on their budgets.
- In the Legislature: the Fuel Tax Bill for diesel tax - appears to be doing well. There are a lot of collective bargaining bills – the biggest one would reverse all of the 2015 collective bargaining bills. Yesterday was the last day for submission of new bills – with approximately 500 new bills submitted. There are a lot of public works, prevailing wage, and water bills. There are mental health and open meeting law bills, amongst others.

County Manager Pat Whitten:

- There are so many bills, the Legislature has extended the date for submission to March 29th.

- AB240 would require any regional projects be approved by surrounding counties and agencies, with yearly reporting.

Chairman McBride noted that some people may not know that Mr. Whitten, Mr. Osborne, Mr. Gallagher, and Chair McBride meet bi-weekly with a four-county legislative coalition and lobbyists to go over all of the bills and issues. Mr. Gallagher presents the report rather than the County's lobbyists as they need to be at the Legislature. A full recap will be presented by the lobbyists at the end of the Legislature in June.

Mr. Whitten continued:

- Update of the County's medical, dental, and life insurance: This year insurance will be moved from Hometown Health to Cigna. Hometown Health had a 12% increase in plan premiums based on the County's 120% loss ratio over the last year. Cigna was the most competitive with a 4.1% increase to medical, and 10% limit on next year's renewal, with a couple of caveats. Cigna is also offering a \$50,000 credit to be applied to County invoices. Current benefits are kept in tack and expanded to St. Mary's as well as the Renown network. There are expanded benefits outside of Nevada without approval.
- Cigna's offer on dental was also lower than United Insurance, the current carrier.
- Along with Deputy D. A. Loomis, work continues to determine whether or not recommend to the Storey County Board of Commissioner's to consider making legal changes under NRS to sit also as the Reno Tahoe Industrial Center Board of Trustees. There is no fiscal or legal obligation on the County. A CPA who does GID audits has been contacted to conduct an audit. The TRI GID will reimburse the County for cost of an audit.

8. BOARD COMMENT (No Action – Public Comment)

Commissioner Carmona:

- Was happy to be a judge at the event last weekend and very pleased with the turnout. VCTC and Liquid Blue put on a great event.

Vice Chairman Gilman:

- Reported on the recent NACO Conference in Washington DC:
 - Every County was represented at the conference and it was fascinating to review a lot of the issues including senior services and support. There was a lot of information regarding those issues and we were able to compare a lot of the challenges our County faces and how they are managed elsewhere.
 - Numerous one-on-one legislative meetings with Congresswoman Dina Titus, Congressman Mark Amodei, and others, were attended to review the interesting things going on in Storey County.
 - Storey County has an aging population and is in need of senior services. Only 10 to 15% of County revenues are actually available to go to senior services, infrastructure, or other things.
 - There are a lot of "unfunded mandates" – items that leadership in Washington decide that all counties will have to pay for. The current State Legislature will determine what that is. The County needs to pay close attention to what they are doing in Washington as they will spend our money and the County will have to figure out how to cover it.
 - Commissioner Gilman and the other attendees had the opportunity to meet with a majority of Federal department heads – including the Department of Transportation, Human

Resources, Employment & Education, and Veterans Affairs. Most conversations were about de-regulating – there are so many regulations on small businesses, on counties, and individuals, that do not go away. The Administration is focused on de-regulation.

- There were discussions regarding Opportunity Zones – Storey County is one, which works well for everyone. How this will be implemented is still not known. Once known, this should open up the County to some incredible funding.
- A separate, Federal fund – CIPRO Fund in the amount of \$88 million – that no one was aware of, is available for any County to apply for. 50% applied for must be use for people 18 years, or younger – youth centers, progams, or health centers.
- The conference was fascinating and a lot was learned. Unfunded mandates may be a real challenge.

9. DISCUSSION ONLY/NO ACTION: (Public Comment Allowed) County Commissioner interviews with the top 3 applicants for the position of County Manager. Those applicants, in order of appearance are Ron Knecht, Austin Osborne and Merena Works. Each applicant will be allotted approximately 60 minutes under the following format:

-Chairman Opening Remarks (5 Minutes)

-Candidate Self Introduction and Opening Remarks (5 Minutes)

-1 Question from each Commissioner w/ Follow-up Questions from them allowed*
45 Minutes)

-Closing Statement by the Candidate (5 Minutes)

(* 5 Minutes per question is anticipated in a “round robin” style allowing for a total of 9 questions, not including follow-up questions)

Candidates Osborne and Works have consented to excuse themselves from the meeting while candidates scheduled ahead of them are interviewed. After completion of an interview, that candidate may choose to stay for the remainder of the meeting.

Public Comment will be allowed under the customary 3 minute guideline. Additional, comments made in the form of a question will most likely not be answered. We encourage the Public to attend the previously announced candidate meet-and-greet the evening before which is currently scheduled to begin at 6:00 pm at the Bucket of Blood to get any specific questions answered by any or all candidates.

Linda Ritter of Linda Ritter Consulting reviewed the process that has taken place leading up to today. The original posting for the position was on January 8, 2019. Ms. Ritter explained where the postings were done. 18 applications were received - 4 being set for interview. The top 3 are here today.

Mr. Whitten explained the interview process for today’s candidates. Each candidate will be asked the same 9 questions, in the same way.

Chairman McBride commented this was the first time this Commission has conducted interviews for County Manager. Ms. Ritter’s efforts are greatly appreciated.

First Candidate interview, Ron Knecht: Mr. Knecht provided opening statements and thanked the Board for this opportunity.

Commissioner Carmona asked the first question, followed by Vice-Chairman Gilman and Chairman McBride. Follow up questions were asked by the Board.

Mr. Knecht provided closing statements.

Public Comment:
None

The Chairman called for recess at 12:10 P.M.
Meeting reconvened at 12:24 P.M.

Second Candidate interview, Austin Osborne: Mr. Osborne provided opening statements.

Commissioner Carmona asked the first question, followed by Vice-Chairman Gilman and Chairman McBride. Follow up questions were asked as desired by the Board.

Mr. Osborne provided closing statements.

Public Comment:
None

The Chairman called for recess at 1:18 P.M.
Meeting reconvened at 1:28 P.M.

Third Candidate interview, Marena Works.

Mrs. Works provided opening statements.

Commissioner Carmona asked the first question, followed by Vice-Chairman Gilman and Chairman McBride. Follow up questions were asked as desired by the Board.

Mrs. Works provided closing statements.

Public Comment:
None.

The Chairman called for recess at 2:10 P.M.
Meeting was reconvened at 2:17 P.M.

10. DISCUSSION/POSSIBLE ACTION: Selection of a candidate to serve as the next County Manager, conditioned upon passing the background investigation and successful negotiation of salary with the current County Manager and Board Chairman. The Board may also direct the current County Manager and our Consultant to take action(s) for other properly related matters.

Mr. Whitten reviewed the selection process and possible outcomes. Options today would be:

- 1) Select a candidate today - contingent on background and salary negotiations;

- 2) Take additional time to consider the answers provided by the candidates, and continue selection to another meeting;
- 3) Direct to re-advertise for possible candidates;

Mr. Whitten added the possibility of raising the salary for the position and adjusting the residency requirements.

- 4) Hire a bigger recruiting firm.

Chairman McBride thanked Mr. Whitten and Ms. Ritter for their work and said he is confident with the candidates before them that there would be good fit.

Commissioner Carmona thanked everyone who participated in the process. He would prefer to table this matter until the next meeting as this is an important decision.

Vice Chairman Gilman is inclined to agree with Commissioner Carmona to continue this decision. The process was well done – he would like time to review what was heard and perhaps meet one-on-one with each of the candidates – in the presence of the District Attorney.

Deputy District Attorney Loomis explained there is nothing in the Open Meeting Law that would prohibit a single member of the Board to meet one-on-one with an individual to obtain more information. There should be a person present to keep track of what is said.

Mr. Whitten concurs with Vice Chairman Gilman that the District Attorney should be present, and recommends that a second person also be present. Mr. Whitten said he is willing to be that second person. To clarify, does the Board want to solicit more candidates or get to know these three a bit better?

Commissioner Carmona said he would like to review all 18 of the applications. Also, to meet with each of the three candidates individually.

Mr. Whitten commented that each Commissioner will be provided with full sets of all applications. Releases will have to be obtained from all applicants.

Ms. Ritter said she has a spreadsheet listing qualifications of all applicants. This can be given without names as they have not signed releases.

Commissioner Carmona commented that he would like to look at qualifications and employment history to be comfortable with a final decision.

Vice Chairman Gilman said he would like to discuss the requirement that the person selected must live in the County.

Mr. Whitten said exceptions are made beginning with the next level below (County Manager). When representing the citizens, we want to be able to say “we’re one too”. The three applicants here confirmed their willingness (to live in the County).

Commissioner Carmona is okay with this requirement, even though it may be difficult.

Public Comment:

None

Motion: I, Commissioner Carmona, move to continue this matter to the April 16 Commission meeting, at 10 AM, here in the Storey County courthouse, I would also like the opportunity to see the redacted applications put into a matrix, with all personal information removed, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Vice Chairman Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Mr. Whitten announced that the Closed Session on today's agenda would be continued to another date.

11. DISCUSSION/POSSIBLE ACTION: Renewal of Residential Construction Tax as requested by the Storey County School District.

School District Superintendent Todd Hess and Business Manager Kristen Chandler were present on behalf of the School District.

Mr. Hess commented on the County Manager hiring process and the great job done by Mr. Whitten.

Mr. Hess said the School Board passed a Resolution to request the County Commissioners to approve a change to the Residential Construction Tax. Mr. Hess reviewed history of the tax which was started in 1981 and was \$500 per year - there have been no changes. Other counties of the same size, have a tax of \$1,600 per year. With an increase, most of the funds would go toward capital improvements. Approximately \$19,000 was collected over the last 3 years.

Mr. Hess explained how the tax would be increased in increments ending at the NRS maximum of \$1,600 in 2023.

Ms. Chandler said the residential construction tax is for mobile homes, new homes, and apartment buildings.

Chairman McBride asked when the \$19,000 was collected. What are the funds used for?

Mr. Hess: The last three years. The funds go into the general fund and will be used for capital improvement projects.

Chair McBride: Since inception, were there Legislative changes that allowed counties (under 50,000) to escalate - was it always \$500?

Ms. Chandler understands it was always \$1,600 - Storey County adopted \$500.

Vice Chairman Gilman feels supporting our schools, and education, is critical.

Commissioner Carmona is concerned that funds collected would go to repairs not to construction of new schools. Are there any restrictions what the funds can be used for?

Mr. Hess: Again, it would go into the general fund and would be earmarked for specific capital improvement projects – revitalizing buildings or new construction and assume if a big development came in, the funds would be for new construction. Would have to check regarding restrictions. Mr. Loomis explained per NRS the funds must be deposited into the School District's fund for capital projects to be expended the same as other money held in that fund.

Vice Chairman Gilman suggested looking at the Federal CIPRO funds mentioned in his report.

Mr. Loomis said there is an ordinance addressing the construction tax - this will require an amendment.

Public Comment:
None

Motion: I make a motion to direct staff to look at this particular document, with a renewal, and come back with a recommendation for the ordinance, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Selection of an Auditor for Storey County for the year ended June 30, 2019.

Comptroller Hugh Gallagher: NRS requires selection of an auditor each year. Mr. Gallagher recommends continuing with the current auditor - DiPietro & Thornton, CPA, Ltd., for the next year.

Public Comment:
None

Motion: Per NRS 354.624, the Storey County Commissioners do hereby select DiPietro & Thornton, CPA, Ltd., as the auditor for the fiscal year ended June 30, 2019, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

14. DISCUSSION/POSSIBLE ACTION: First reading for non-profit on-sale liquor license for the Escurial Masonic Lodge #7. PO Box 34, Virginia City, NV 89440.

Sheriff Antinoro presented the first reading for the non-profit on-sale liquor license for the Escurial Masonic Lodge #7. This Lodge is in good standing with its parent organization.

Chairman McBride and Commissioner Gilman each disclosed that he holds a liquor license in proximity to the Lodge.

Public Comment: None

Motion: I, Commissioner Gilman, move to approve first reading for non-profit on-sale liquor license for the Escorial Masonic Lodge #7. PO Box 34, Virginia City, NV 89440. **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

16. DISCUSSION/POSSIBLE ACTION: Approval of business license second readings:

- A. WINGS N THINGS, LLC - Food Truck / 1213 Jacob Ln ~ Fernley, NV
- B. H & D CONSTRUCTION, LLC - Contractor / PO Box 10025 ~ Reno, NV
- C. J HARRIS INDUSTRIAL - Water Services / 3151 Sturgis Road ~ Oxnard, CA
- D. 295 CABLING, LLC - Contractor / 1359 Lublin Drive ~ Sparks, NV
- E. PAC MACHINE CO. INC Contractor / 8570 23rd Ave ~ Sacramento, CA
- F. ELKO OVERHEAD DOOR - Contractor / 1076 River Street ~ Elko

Mr. Whitten, on behalf of Community Development, recommends approval of all items A. through F.

Public Comment:
None

Motion: I make a motion to approve Items A. through F., **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote; **(Summary:** Yes=3)

17. PUBLIC COMMENT (No Action) None

18. ADJOURNMENT of all active and recessed Boards on the Agenda

Chairman McBride adjourned the meeting at 3:02 P.M.

19. CLOSED SESSION: CONTINUED

Closed Session involving Storey County Board of County Commissioners and the Storey County Fire Protection District Commissioners. Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:

a. County management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

b. Fire Protection District management and legal counsel regarding labor negotiations with the Storey County Firefighter's Association IAFF Local 4227. This meeting will begin immediately after the regular meeting of the Board of County Commissioners. - CONTINUED -

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/16/19

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of 1st reading for general business license Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

2. **Recommended motion:** I motion to approve the 1st reading for general business license Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

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

A handwritten signature in black ink, appearing to be "Brandy Gavenda".

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 1st reading for general business license Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

A handwritten signature in blue ink, appearing to be "Gerald Antinoro".

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5-I



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

April 4, 2019

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

Fr: Brandy Gavenda

A handwritten signature in black ink, appearing to be "Brandy Gavenda", is written over the printed name.

Please add the following item(s) to the April 16, 2019 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

- A. General Business License – Tommyknockers Irish Pub; 20 E Union St., Virginia City, NV 89440

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



Storey County Board of County Commissioners

Agenda Action Report

Meeting Date: Tuesday, April 16, 2019

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 January, February, March, 2019

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. 5-II

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

2019 APR -1 AM 9:26

STOREY COUNTY CLERK

BY VJ
DEPUTY

April 1, 2019

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for January, February, and March, 2019.

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 1 day of April 2019.

Justice Court Clerk

ECM JAN 2019

32,739.33

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	7,308.00	170
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,303.00	161
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	368.00	161
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	916.00	161
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	553.00	157
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	150.00	8
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	390.00	5
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	325.87	13
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	6.13	0
1F DOMESTIC VIOLENCE FEE/170-000-34208	NEVADA STATE CONTROLLER	N/A	N/A	35.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	17,005.33	171
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,845.00	157
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	15.00	0
1F OVERPAYMENTS TO COUNT/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	10.00	3
1F PRETRIAL SERVICES ACCOUNT / 187-000-35044	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	242.00	2
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	433.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,289.50	160
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	4.00	4
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	200.00	8

*** End of Report ***

EOM FEB 2019

33,954.17

Disbursed Total

<u>Account</u>	<u>Payee Name</u>	<u>Check</u>	<u>Check</u>	<u>Disbursed Amount</u>	<u>Number of Cases</u>
		<u>Number</u>	<u>Status Code</u>		
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	6,693.67	148
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,178.00	136
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	338.00	136
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	845.00	136
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	509.00	137
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	100.00	1
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	18.75	1
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	468.75	8
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	349.00	10
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	180.00	4
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	3.00	0
1F FINE - STATE OF NEVADA/(NHP) 170-000-34214	NEVADA STATE CONTROLLER	N/A	N/A	78.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	19,109.50	159
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,750.00	142
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F PRETRIAL SERVICES ACCOUNT / 187-000-35044	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	299.50	2
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	522.75	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,208.50	139
1F DUI SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	225.00	4
1F SMALL CLAIMS FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	33.75	1
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	9.00	8
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	25.00	1

*** End of Report ***

EOM MARCH 2019

27,829.50

Disbursed Total

Account	Payee Name	Check	Check	Disbursed Amount		Number of Cases
		Number	Status Code			
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	6,049.00		139
170-000-34206						
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,118.00		135
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	318.00		135
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	795.00		135
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	450.00		126
1F ATTORNEY REIMBURSEMENT	STOREY COUNTY TREASURER	N/A	N/A	475.00		4
FEE/001-000-34245						
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	112.50		6
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	150.00		5
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	286.75		11
1F CHEMICAL ANALYSIS	STOREY COUNTY TREASURER	N/A	N/A	120.00		2
FEE/001-000-35101						
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	4.25		1
1F DOMESTIC VIOLENCE	NEVADA STATE CONTROLLER	N/A	N/A	35.00		1
FEE/170-000-34208						
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	14,276.00		147
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,475.00		128
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00		0
1F PRETRIAL SERVICES ACCOUNT / 187-000-35044	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	188.00		3
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	595.50		0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,017.50		126
1F DUT SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	200.00		2
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	4.00		4
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	150.00		6

*** End of Report ***



Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of Amendment #1 to the Interlocal Contract between DMV and Storey County. Amendment extends the contract to June 30, 2021.
2. **Recommended motion:** Approve as part of the Consent Agenda
3. **Prepared by:** V Stephens

Department: Clerk

Contact Number: 847-0969

4. **Staff Summary:** Extension of interlocal contract between DMV and Storey County Clerk/Treasurer.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

VS Department Head

Department Name: Clerk

_____ County Manager

Other Agency Review: _____

9. **Board Action:**

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

5 - III

AMENDMENT # 1

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting by and Through Its

Department of Motor Vehicles

("Department")

555 Wright Way

Carson City, NV 89711

Contact: Serena Gallegos, DMV Manager Reno Office

Phone: (775) 684-3532

Email: sgallegos@dmv.nv.gov

and

Storey County/Clerk Treasurer

("County")

26 S. B Street / P.O. Box Drawer D

Virginia City, NV 89440

Contact: Vanessa Stephens, County Clerk Treasurer

Phone: (775) 847-0969/ (775) 847-0921 (fax)

Email: vstephens@storeycounty.org

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract dated 06/13/2017, attached hereto as Exhibit A and amendment #1 dated 05/30/18, attached hereto as Exhibit B remain in full force and effect with the exception of the following:

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.

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 AA: SCOPE OF WORK

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.

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 BB: REVISED SCOPE OF WORK

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) and Exhibit B (Amendment #1) are attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

By: _____
Date

Title: _____

STOREY COUNTY CLERK TREASURER

By: _____
Date

Title: _____

BOARD OF COUNTY COMMISSIONERS,
STOREY COUNTY

By: _____
Date

Title: _____

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
Date

REVISED SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk Treasurer hereinafter referred to as "County" agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals for the Department of Motor Vehicles hereinafter referred to as "Department." This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections at the discretion of the Department.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County, as deemed necessary to carry out registration functions. The County will notify the Department if there is a need to close the office due to inclement weather, building issues, and/or other unforeseen circumstances. The Department should be notified when the office will be reopened for DMV business.
3. TRAINING. The Department will provide initial training in Reno and/or Las Vegas, Nevada and administrative support as needed. The Department will require and provide training for all newly hired employees by the County. This could include a classroom like setting and/or on-the-job training. The Department will also require up to two weeks of refresher training every two years including, but not limited to Funds Handling. More information regarding Funds Handling training is located on DMV shared global drive under Policies DMV-New-Chapter DMV 4.11. Additional training may also be provided as determined if needed by either the Department or the County. The Department will give the refresher training in a classroom like setting and/or on-the-job training. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Department or designated Department representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card.

6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of revised policies, procedures and updates in a timely manner, as they are held accountable for accurately following Department policies and procedures.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services. More information regarding the change fund and operating banks is located on DMV shared global drive under Procedures and Programs-Administrative Services-Chapter ASD J-17.
8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. State funds should be deposited daily if possible. All monies and negotiable instruments not deposited daily must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks. A County and/or business check is acceptable in lieu of cash. State funds are to remain secure at all times during daily operations.
9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors. More information regarding reconciliation of funds is located on DMV shared global drive under Procedures –Programs-Administrative Services-Chapter ASD J-10.
10. DECALS. The County is responsible for logging all Decal misprints to the Decal Reprint Log located on the DMV shared global drive under Field Services Division Decal Reprints. All new and used decal ribbons shall be kept in a secure location until needed or awaiting pickup from ITI. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35 and ASD M-1 Decal Accountability.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41 and under Procedures-Programs-Administrative Services Chapter ASD J 1.01 CC Transactions. All credit and debit card receipts and Payment Card Slips (ADM-205 or other acceptable Department authorization form) must be maintained in order of date of transaction, with no identifying credit card numbers, for ninety (90) days from the date of receipt to facilitate research. After the 90 day retention period, records must be securely destroyed by the County.

12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation or anticipated hire date so training can be arranged.
13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business only, and violations can and will result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can and will result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, transactions processed, supplies, equipment and funds, which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.
16. SECURITY STATEMENT. The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. Department employees are required to pass a background security check for purposes of fulfilling their duties. Therefore, all County employees authorized to access and use the same information must pass the same background/security check. Any other use or access by someone not having passed the authorized background/security check is strictly prohibited.
17. County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose or otherwise make available to any person or entity personal information as defined and specified under Nevada law.

18. County understands that information obtained through the Department is considered personally identifiable information (PII) and will follow all security measures set forth in Chapter 603A of the Nevada Revised Statutes (NRS). County agrees to become the responsible party for the protection of PII and any data breach reporting that may occur at their facilities, with their personnel, or through their information technology systems. County understands that if a breach of security occurs, they are responsible to ensure that disclosure must be made in an expedited time, without unreasonable delay pursuant to NRS 603A.220.
19. County agrees to monitor systems and personnel that utilize, store, transmit or process Department electronic data for anomalous or suspicious activity, and will notify the Department of potential events that impact County systems when events occur.
20. County will ensure that a thorough background screening of County employees is conducted prior to being granted authorized access to Department information. The background/security check should at a minimum include National Crime Information Center (NCIC), a request for a national background check, and a fingerprint check by sending the FD-258 fingerprint card to the Federal Bureau of Investigation (FBI) for a search of the criminal history records of the FBI. County will maintain these records which must be retained and made available for Department audit. Records must be maintained from one Department audit until the next Department audit. If an applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature within the last five (5) years, the applicant shall not be considered for employment in a position that has any dealing with the contract between Department and County. Any felony conviction for victimless or non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire will be evaluated and weighed by County based on the age of the conviction and on behavior relative to arrests and convictions since.
21. Background checks are the responsibility of County and do not guarantee access to Department information.
22. County agrees that its employees having access to DMV's system will annually complete the Nevada Information Security Awareness course through the NVeLearning website and provide certificate of completion to the Department.

Disclaimer: While all attempts are made to provide accurate, current and reliable information we recognize the possibility of human and/or mechanical error. Therefore, the Department, its employees, officers and divisions expressly deny any warranty of the accuracy; reliability or timeliness of any information provided by this system and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of such information. Any person who relies upon such information obtained from this system does so at their own risk.

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
ASSIGNMENT OF CONTRACT
AMENDMENT # 1**

Between the State of Nevada
Acting by and Through Its

Department of Motor Vehicles
("Department")
555 Wright Way
Carson City, NV 89711
and

Storey County Assessor (Assignor)
26 S B Street / P.O. Box 494
Virginia City, NV 89440

Contact: Jana Seddon, County Assessor
Phone: (775) 847-0961 Fax: (775) 847-0904
Email: jseddon@storeycounty.org
and

Storey County/Clerk Treasurer (Assignee)
("County")

26 S. B Street / P.O. Box Drawer D
Virginia City, NV 89440

Contact: Vanessa Stephens, County Clerk Treasurer
Phone: (775) 847-0969 Fax: (775) 847-0921
Email: vstephens@storeycounty.org

1. **AMENDMENTS.** All provisions of the original contracted date 06/30/2017 remain in full force and effect with the exception of the following:
 - a. **Assignment.** Assignor, for and in consideration of the sum of one dollar (\$1), hereby transfers, assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.
 - b. **State Assent.** The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor. The Department shall have ninety (90) days from the approval of the contract to complete all changes necessary to assign DMV duties to the Treasurer.
 - c. **Notice.** All notices or other communications required or permitted to be given under the original 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 Assignee at the address set forth above.
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment.

3. **REQUIRED APPROVAL.** This assignment of and amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.


IN WITNESS WHEREOF, the parties hereto have caused this assignment of and amendment to the original contract to be signed and intend to be legally bound thereby.

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

By:  5/23/18
Date

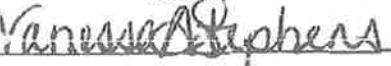
Title: Chief of Administration

STOREY COUNTY ASSESSOR (ASSIGNOR)

By:  5-21-18
Date

Title: ASSESSOR

STOREY COUNTY CLERK TREASURER (ASSIGNEE)

By:  5/21/18
Date

Title: County Clerk/Treasurer

BOARD OF COMMISSIONERS,
STOREY COUNTY

By:  5/21/18
Date


Title: Chairman

 for James R. Wells
Signature-Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 5/30/18
Date

Approved as to form by:


Deputy Attorney General, State of Nevada

On 5/23/18
Date

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
("Department")
555 Wright Way
Carson City, NV 89711
and
Storey County Assessor
("County")
P.O. Box 494
Virginia City, NV 89440
(775) 847-0961 / (775) 847-0904

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 hereinafter set forth are both necessary 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 upon approval to June 30, 2019, 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 30 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 State and/or federal 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 AA: SCOPE OF WORK

7. CONSIDERATION. The County agrees to provide the services set forth in paragraph (6) at a cost of two dollars (\$2.00) per registration transaction with the total Contract or installments payable not to exceed fifty thousand dollars and no/100 (\$50,000.00) per fiscal year, with the total not to exceed one hundred thousand dollars and no/100 (\$100,000.00). In addition NRS 482.180 (6) states in pertinent part: "From the amount of governmental service tax collected by a County Assessor the State Controller shall credit 1 percent to the Department as a commission and remit 5 percent to the County for credit to its general fund as commission for the services of the County Assessor." Any intervening end to an annual or 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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, 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 by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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 or this Contract, 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. To the extent the Contractor observes, receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the Contractor shall keep this information confidential and shall not disclose or use this information except as permitted by law. It is unlawful to knowingly obtain or disclose any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability. 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).

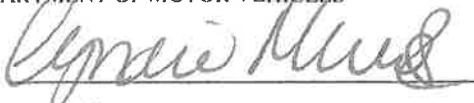
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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 State of Nevada Office of the Attorney General.


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


STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

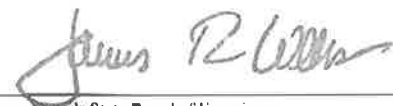
By:  5/17/17
Date
Title: Chief of Administration

STOREY COUNTY ASSESSOR

By:  5/8/17
Date
Title: ASSESSOR

BOARD OF COUNTY COMMISSIONERS,
STOREY COUNTY

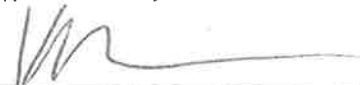
By:  5/16/2017
Date
Title: Chairman of Board


Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 6/13/17
Date

Approved as to form by:


Deputy Attorney General for Attorney General, State of Nevada

On 5/17/17
Date

REVISED SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk Treasurer hereinafter referred to as "County" agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals for the Department of Motor Vehicles hereinafter referred to as "Department." This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections at the discretion of the Department.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County, as deemed necessary to carry out registration functions. The County will notify the Department if there is a need to close the office due to inclement weather, building issues, and/or other unforeseen circumstances. The Department should be notified when the office will be reopened for DMV business.
3. TRAINING. The Department will provide initial training in Reno and/or Las Vegas, Nevada and administrative support as needed. The Department will require and provide training for all newly hired employees by the County. This could include a classroom like setting and/or on-the-job training. The Department will also require up to two weeks of refresher training every two years including, but not limited to Funds Handling. More information regarding Funds Handling training is located on DMV shared global drive under Policies DMV-New-Chapter DMV 4.11. Additional training may also be provided as determined if needed by either the Department or the County. The Department will give the refresher training in a classroom like setting and/or on-the-job training. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County. Refresher training will be available, but the Department will exempt all counties from this training requirement until July 1, 2021.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Department or designated Department representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card.

6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of revised policies, procedures and updates in a timely manner, as they are held accountable for accurately following Department policies and procedures.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services. More information regarding the change fund and operating banks is located on DMV shared global drive under Procedures and Programs-Administrative Services-Chapter ASD J-17.
8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. State funds should be deposited daily if possible. All monies and negotiable instruments not deposited daily must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks. A County and/or business check is acceptable in lieu of cash. State funds are to remain secure at all times during daily operations.
9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors. More information regarding reconciliation of funds is located on DMV shared global drive under Procedures –Programs-Administrative Services-Chapter ASD J-10.
10. DECALS. The County is responsible for logging all Decal misprints to the Decal Reprint Log located on the DMV shared global drive under Field Services Division Decal Reprints. All new and used decal ribbons shall be kept in a secure location until needed or awaiting pickup from ITI. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35 and ASD M-1 Decal Accountability.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41 and under Procedures-Programs-Administrative Services Chapter ASD J 1.01 CC Transactions. All credit and debit card receipts and Payment Card Slips (ADM-205 or other acceptable Department authorization form) must be maintained in order of date of transaction, with no identifying credit card numbers, for ninety (90) days from the date of receipt to facilitate research. After the 90 day retention period, records must be securely destroyed by the County.

12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation or anticipated hire date so training can be arranged.
13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business only, and violations can and will result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can and will result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, transactions processed, supplies, equipment and funds, which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.
16. SECURITY STATEMENT. The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. Department employees are required to pass a background security check for purposes of fulfilling their duties. Therefore, all County employees authorized to access and use the same information must pass the same background/security check. Any other use or access by someone not having passed the authorized background/security check is strictly prohibited.
17. County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose or otherwise make available to any person or entity personal information as defined and specified under Nevada law.

18. County understands that information obtained through the Department is considered personally identifiable information (PII) and will follow all security measures set forth in Chapter 603A of the Nevada Revised Statutes (NRS). County agrees to become the responsible party for the protection of PII and any data breach reporting that may occur at their facilities, with their personnel, or through their information technology systems. County understands that if a breach of security occurs, they are responsible to ensure that disclosure must be made in an expedited time, without unreasonable delay pursuant to NRS 603A.220.
19. County agrees to monitor systems and personnel that utilize, store, transmit or process Department electronic data for anomalous or suspicious activity, and will notify the Department of potential events that impact County systems when events occur.
20. County will ensure that a thorough background screening of County employees is conducted prior to being granted authorized access to Department information. The background/security check should at a minimum include National Crime Information Center (NCIC), a request for a national background check, and a fingerprint check by sending the FD-258 fingerprint card to the Federal Bureau of Investigation (FBI) for a search of the criminal history records of the FBI. County will maintain these records which must be retained and made available for Department audit. Records must be maintained from one Department audit until the next Department audit. If an applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature within the last five (5) years, the applicant shall not be considered for employment in a position that has any dealing with the contract between Department and County. Any felony conviction for victimless or non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire will be evaluated and weighed by County based on the age of the conviction and on behavior relative to arrests and convictions since.
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Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of claims in the amount of \$705,406.10.
2. **Recommended motion:** Approve as part of the Consent Agenda
3. **Prepared by:** V Stephens

Department: Clerk

Contact Number: 847-0969

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

 Department Head

Department Name: Clerk

____ County Manager

Other Agency Review: _____

- 9. Board Action:**

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

5-IV



Check Register

Packet: APPKT00574 - 2019-03-29 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
100135	ALSCO INC	03/29/2019	Regular	0.00	239.01	95251
405113	AXON ENTERPRISE, INC	03/29/2019	Regular	0.00	2,718.00	95252
405254	BARKDULL-SPENCER, ELAINE	03/29/2019	Regular	0.00	2,205.54	95253
405103	BATTLE BORN CONSULTING SE	03/29/2019	Regular	0.00	11,354.00	95254
405512	Bigtruck Brand, Inc	03/29/2019	Regular	0.00	881.95	95255
404810	BLACKPOINT LLC	03/29/2019	Regular	0.00	3,668.15	95256
404634	BRANDON, RUSSELL D	03/29/2019	Regular	0.00	60.00	95257
100476	BURTON'S FIRE INC	03/29/2019	Regular	0.00	104.51	95258
103298	CAL-NEVADA TOWING	03/29/2019	Regular	0.00	948.75	95259
405509	Carson Tahoe Physician Clinics	03/29/2019	Regular	0.00	407.91	95260
403268	CELLCO PARTNERSHIP	03/29/2019	Regular	0.00	2,200.99	95261
405510	Center for Dermatology/Cindy L Larr	03/29/2019	Regular	0.00	413.81	95262
100670	CFOA	03/29/2019	Regular	0.00	120.00	95263
403775	CHARM-TEX	03/29/2019	Regular	0.00	114.42	95264
405235	CHARTWELL STAFFING SERV	03/29/2019	Regular	0.00	4,457.40	95265
100505	CITY OF CARSON TREASURER	03/29/2019	Regular	0.00	78.18	95266
405134	CMC TIRE INC	03/29/2019	Regular	0.00	281.52	95267
403822	COLLECTION SERVICE OF NEV	03/29/2019	Regular	0.00	283.92	95268
404868	COMPLETE DOCUM MNGMNT SOL	03/29/2019	Regular	0.00	19,800.00	95269
99652	COMSTOCK CHRONICLE (VC)	03/29/2019	Regular	0.00	197.63	95270
405216	CONVERGEONE, INC	03/29/2019	Regular	0.00	2,014.80	95271
403689	CRAFCO INC	03/29/2019	Regular	0.00	17,518.50	95272
405354	Crisis Collections Management, LLC	03/29/2019	Regular	0.00	679.06	95273
100717	DELTA FIRE SYSTEMS INC	03/29/2019	Regular	0.00	2,954.88	95274
405405	Demuth, Katie	03/29/2019	Regular	0.00	141.94	95275
402905	DISH DBS CORPORATION DISH NETV	03/29/2019	Regular	0.00	102.04	95276
403576	DOMINION VOTING SYSTEMS Inc.	03/29/2019	Regular	0.00	11,600.00	95277
404547	ELLIOTT AUTO SUPPLY INC	03/29/2019	Regular	0.00	1,388.49	95278
404509	FASTENAL COMPANY	03/29/2019	Regular	0.00	76.40	95279
404757	FCC COMMUNICATIONS, LLC	03/29/2019	Regular	0.00	132.00	95280
403975	FERRELLGAS LP	03/29/2019	Regular	0.00	1,889.13	95281
405264	FIDELITY SEC LIFE INS CO	03/29/2019	Regular	0.00	222.13	95282
405501	Friday, Harbor	03/29/2019	Regular	0.00	247.00	95283
405486	FT Pub III, LLC	03/29/2019	Regular	0.00	701.72	95284
404896	GOLDEN GATE/SET PETROLEUM	03/29/2019	Regular	0.00	783.76	95285
101899	GRAINGER	03/29/2019	Regular	0.00	964.56	95286
103470	GREAT BASIN TERMITE & PES	03/29/2019	Regular	0.00	130.00	95287
404191	HARDWICK, WAYNE C	03/29/2019	Regular	0.00	2,339.00	95288
404778	HAT, LTD	03/29/2019	Regular	0.00	1,357.44	95289
403040	HENRY SCHEIN	03/29/2019	Regular	0.00	885.58	95290
405293	Highland Electric and Lighting LLC	03/29/2019	Regular	0.00	17,690.00	95291
404366	HOMETOWN HEALTH	03/29/2019	Regular	0.00	15,296.23	95292
404192	HUCK SALT COMPANY INC	03/29/2019	Regular	0.00	12,681.39	95293
405165	ICS JAIL SUPPLIES, INC	03/29/2019	Regular	0.00	86.66	95294
403834	IT1 SOURCE LLC	03/29/2019	Regular	0.00	1,033.32	95295
404771	ITS MY COMMUNITY STORE	03/29/2019	Regular	0.00	729.16	95296
103317	JBP LLC	03/29/2019	Regular	0.00	388.41	95297
405263	KANSAS CITY LIFE INS CO	03/29/2019	Regular	0.00	15.92	95298
404102	LIQUID BLUE EVENTS LLC	03/29/2019	Regular	0.00	2,300.00	95299
403032	MCCAIN, JENNIFER	03/29/2019	Regular	0.00	900.00	95300
405500	McKay, Thomas, Sr.	03/29/2019	Regular	0.00	179.28	95301
403426	MUNICIPAL CODE CORP	03/29/2019	Regular	0.00	550.00	95302
101225	NEV DIV OF FORESTRY	03/29/2019	Regular	0.00	1,000.00	95303
101026	NEV LEGISLATIVE COUNSEL	03/29/2019	Regular	0.00	206.52	95304

Check Register

Packet: APPKT00574-2019-03-29 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101319	NEV PUBLIC DEFENDER	03/29/2019	Regular	0.00	20,465.00	95305
102599	NEVADA ASSOC OF COUNTY EL	03/29/2019	Regular	0.00	35.00	95306
405352	Ocampo, Julie Lozada	03/29/2019	Regular	0.00	30.75	95307
102782	OFFICE DEPOT INC	03/29/2019	Regular	0.00	9.51	95308
103220	ON THE SIDE GRAPHICS & SI	03/29/2019	Regular	0.00	100.00	95309
404118	OPTUMINSIGHT INC	03/29/2019	Regular	0.00	285.00	95310
405127	O'REILLY AUTO ENTERPRISES LLC	03/29/2019	Regular	0.00	262.94	95311
405502	Paras, Damian	03/29/2019	Regular	0.00	6.64	95312
103344	PDM STEEL SERVICE CENTER	03/29/2019	Regular	0.00	290.71	95313
404629	PIASECK, MELISSA MD PC	03/29/2019	Regular	0.00	1,400.00	95314
101434	PITNEY BOWES INC	03/29/2019	Regular	0.00	90.00	95315
103032	POWERPLAN	03/29/2019	Regular	0.00	576.75	95316
404082	PRAETORIAN GROUP INC	03/29/2019	Regular	0.00	495.00	95317
404064	PROFESSIONAL FINANCE CO I	03/29/2019	Regular	0.00	202.78	95318
403329	PROTECTION DEVICES INC	03/29/2019	Regular	0.00	210.00	95319
103221	PUBLIC EMPLY RETIREMENT RETIRE	03/29/2019	Regular	0.00	2,189.68	95320
103307	RECORDERS ASSOC OF NEV	03/29/2019	Regular	0.00	75.00	95321
404127	RENOWN REGIONAL MEDICAL C	03/29/2019	Regular	0.00	1,642.46	95322
103063	RESERVE ACCOUNT	03/29/2019	Regular	0.00	100.00	95323
101535	ROCKY MOUNTAIN AMBULANCE	03/29/2019	Regular	0.00	384.69	95324
405222	ROWE & HALES, LLP	03/29/2019	Regular	0.00	1,320.00	95325
10026	RUPPCO INC	03/29/2019	Regular	0.00	173.38	95326
405482	Saint Mary's Medical Group, Inc.	03/29/2019	Regular	0.00	126.11	95327
103241	SBC GLOBAL SERVICES IN LD	03/29/2019	Regular	0.00	50.64	95328
101210	SBC GLOBAL SERVICES INC	03/29/2019	Regular	0.00	4,011.61	95329
	Void	03/29/2019	Regular	0.00	0.00	95330
405073	SESMA, RAY	03/29/2019	Regular	0.00	125.00	95331
405081	SHERMARK DISTRIBUTORS INC	03/29/2019	Regular	0.00	273.00	95332
403891	SHOLER, KATHLEEN M	03/29/2019	Regular	0.00	750.00	95333
102462	SIERRA ENVIRONMENTAL MONITOF	03/29/2019	Regular	0.00	60.00	95334
101630	SIERRA PACIFIC POWER CO	03/29/2019	Regular	0.00	12,216.06	95335
	Void	03/29/2019	Regular	0.00	0.00	95336
101630	SIERRA PACIFIC POWER CO	03/29/2019	Regular	0.00	111.74	95337
404195	SOUTHERN GLAZERS WINE & S	03/29/2019	Regular	0.00	825.40	95338
403234	SPALLONE, DOMINIC J III	03/29/2019	Regular	0.00	137.00	95339
101715	ST CO PUBLIC WORKS	03/29/2019	Regular	0.00	100.00	95340
101726	ST CO SENIOR CENTER(VC)	03/29/2019	Regular	0.00	760.00	95341
101710	ST CO TREASURER	03/29/2019	Regular	0.00	164.00	95342
405475	Staples Contract & Commercial, Inc	03/29/2019	Regular	0.00	119.59	95343
404871	STAR2STAR COMMUNICATIONS, LLC	03/29/2019	Regular	0.00	1,985.30	95344
405244	SUTTON HAGUE LAW CORP	03/29/2019	Regular	0.00	5,713.00	95345
101786	THERMATEMP	03/29/2019	Regular	0.00	122.00	95346
404845	THOMAS PETROLEUM LLC	03/29/2019	Regular	0.00	3,942.40	95347
404030	TJUSSELING, DICK G	03/29/2019	Regular	0.00	180.00	95348
405076	UNITEDHEALTHCARE INS CO	03/29/2019	Regular	0.00	1,142.71	95349
405468	USA Bath, LLC	03/29/2019	Regular	0.00	355.20	95350
404486	USA CASH SERVICES MGT INC	03/29/2019	Regular	0.00	277.28	95351
403983	VCTC	03/29/2019	Regular	0.00	115.00	95352
403723	VIRGINIA HIGHLANDS VFD	03/29/2019	Regular	0.00	1,250.00	95353
404455	WA STATE DEPT OF CORRECT	03/29/2019	Regular	0.00	72.10	95354
101890	WASHOE CO CORONER	03/29/2019	Regular	0.00	2,499.30	95355
103080	WATERS SEPTIC TANK SV DBA	03/29/2019	Regular	0.00	1,356.67	95356
405237	WEDDINGWIRE, INC	03/29/2019	Regular	0.00	2,825.00	95357
101920	WESTERN NEVADA SUPPLY CO	03/29/2019	Regular	0.00	865.33	95358

Check Register

Packet: APPKT00574-2019-03-29 AP Payments cw

Vendor Number
404295**Vendor Name**
WELLS ONE COMMERCIAL CARD**Payment Date**
03/29/2019**Payment Type**
Bank Draft

Discount Amount	Payment Amount	Number
0.00	12,785.07	DFT0000158

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	106	0.00	222,597.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	17	1	0.00	12,785.07
EFT's	0	0	0.00	0.00
	172	109	0.00	235,382.81

Approved by the Storey County Board of Commissners:

Chairman_____
Commissioner_____
Commissioner_____
Comptroller_____
Date_____
Treasurer_____
Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	3/2019	235,382.81
			<u>235,382.81</u>



Check Register

Packet: APPKT00586 - 2019-04-05 PR Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
300007	USAA 529 College Savings Plans	04/05/2019	EFT	0.00	50.00	10017
300003	AFLAC	04/05/2019	Regular	0.00	1,025.13	95359
300008	AFSCME Union	04/05/2019	Regular	0.00	604.07	95360
300001	Colonial Life & Accident	04/05/2019	Regular	0.00	111.69	95361
404704	DVM INSURANCE AGENCY	04/05/2019	Regular	0.00	245.21	95362
405264	FIDELITY SEC LIFE INS CO	04/05/2019	Regular	0.00	1,396.00	95363
404366	HOMETOWN HEALTH	04/05/2019	Regular	0.00	108,243.11	95364
405263	KANSAS CITY LIFE INS CO	04/05/2019	Regular	0.00	732.36	95365
300011	Nevada State Treasurer	04/05/2019	Regular	0.00	4.00	95366
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	04/05/2019	Regular	0.00	46.66	95367
300010	State Collection & Disbursement Un	04/05/2019	Regular	0.00	197.70	95368
300006	Storey Co Fire Fighters Assoc	04/05/2019	Regular	0.00	1,250.00	95369
405076	UNITEDHEALTHCARE INS CO	04/05/2019	Regular	0.00	7,627.80	95370
404639	VOYA RETIREMENT INS	04/05/2019	Regular	0.00	8,276.50	95371
300005	Washington National Ins	04/05/2019	Regular	0.00	521.02	95372
300002	Western Insurance Specialties	04/05/2019	Regular	0.00	363.34	95373

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	15	0.00	130,644.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	50.00
	31	16	0.00	130,694.59

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2019	130,694.59
			<u>130,694.59</u>



Payroll Check Register Report Summary

Pay Period: 3/28/2019-3/28/2019

Type	Count	Amount
Regular Checks	1	2,518.12
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	1	2,518.12

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Payroll Check Register Report Summary

Pay Period: 3/18/2019-3/31/2019

Packet: PRPKT00267 - 2019-04-05 PR cw

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	906.78
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	164	335,903.80
Total	166	336,810.58

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 04-16-19

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings -- Approval
2. **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
3. **Prepared by:** Sarah Dillon
Department: Community Development **Telephone:** 847-0966
4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.
5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

☐ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5-V

Storey County Community Development

Business Licensing



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

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

April 16, 2019
Via email

Fr: Sarah Dillon

Please add the following item(s) to the **April 16, 2019 COMMISSIONERS** Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. G4S SECURE INTERGRATION, LLC** – General / 12 Landmark Center Ste.1300 ~ Omaha NE
- B. CARING BIO- HAZARD CLEANUP INC.-** Professional /59 Damonte Ranch Pkwy B-305 ~Reno, NV
- C. STC NETCOM INC.–** Contractor / 11611 Industry Ave ~ Fontana , CA
- D. A-V SERVICES, INC -**General/ 99 Fairfield Rd ~ Fairfield, NJ
- E. TEKTRONIX, INC. -** General / PO Box 500 ~ Beaverton, OR
- F. ARCTIC ELECTRICIANS** Contractor / PO Box 3631 ~ Stateline, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: ^{April 16th} ~~March 19, 2019~~

Estimate of time required: 3+ Hours

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

1. **Title: DISCUSSION ONLY/NO POSSIBLE ACTION (Public Comment Allowed):** County Commissioner Interviews with the top 3 applicants for the position of County Manager. Those applicants, in order of appearance are Ron Knecht, Austin Osborne and Merena Works. Each applicant will be allotted approximately 60 minutes under the following format:

Chairman Opening Remarks	(5 Minutes)
Candidate Self Introduction and Opening Remarks	(5 Minutes)
1 Question from each Commissioner w/ Follow-up Questions from them allowed*	(45 Minutes)
Closing Statement by the Candidate	(5 Minutes)

(* 5 Minutes per question is anticipated in a "round robin" style allowing for a total of 9 questions, not including follow-up questions)

Candidates Osborne and Works have consented to excuse themselves from the meeting while candidates scheduled ahead of them are interviewed. After completion of an interview, that candidate may choose to stay for the remainder of the meeting.

Public Comment will be allowed under the customary 3 minute guideline. Additional, comments made in the form of a question will most likely not be answered. We encourage the Public to attend the previously announced candidate meet-and-greet the evening before which is currently scheduled to begin at 6:00 pm at the Bucket of Blood to get any specific questions answered by any or all candidates.

2. **Recommended motion:** N/A

3. **Prepared by:** Pat Whitten

Department: Commissioners

Telephone: 847-0968

4. **Staff summary:** The process is fully outlined in the above referenced agenda language. After interviews are conducted, the next item on the agenda potentially provides for Board action.

5. **Supporting materials:**

- Process Summary from Linda Ritter Consulting
- Redacted Application Packets for each candidate
- Background Investigation Summary
- Unsolicited Correspondence received after panel interviews

6. **Fiscal impact:**

Funds Available:

Fund: As budgeted

____ Comptroller

7. **Legal review required:** No

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 

8

Dore Nevin

From: Pat Whitten
Sent: Thursday, April 11, 2019 9:07 AM
To: Dore Nevin
Cc: Vanessa Stephens; Anne Langer; Keith Loomis; Marshall McBride
Subject: Fwd: New Agenda 4/16/2019 for www.storeycounty.org

Good Morning Dore. With respect to agenda Item #8, since I am working away from the office and my home this week, I do not have access to a Word version to create an updated agenda request. Since this item was continued from our March 19th meeting, please place a copy of my report for item #10 on that date's agenda, together with this email in lieu of an updated request. Nothing pertinent has changed except to add that a redacted matrix of applicants not considered has been provided to Commissioner Carmona as requested at our March 19th meeting and Commissioner Gilman's request for follow-up interviews with any candidates has also been complied with. Thank you and please call if any questions...

Pat

Pat Whitten
Storey County Manager
pwhitten@storeycounty.org
(775) 847-0968 - Office
(775) 721-7001 - Cell

Begin forwarded message:

From: Board of Commissioners <listserv@civicplus.com>
Date: April 11, 2019 at 8:32:31 AM PDT
To: <PWHITTEN@STOREYCOUNTY.ORG>
Subject: New Agenda 4/16/2019 for www.storeycounty.org

[View this in your browser](#)

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Board of Commissioners

Storey County Board of County Commissioners Agenda... [View in the Agenda Center](#)

* * * * *

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Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 16, 2019

Estimate of time required: 10 minutes

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

1. **Title:** DISCUSSION/POSSIBLE ACTION: National Public Safety Telecommunicators Week 2019 Proclamation

2. **Recommended motion:** I move to proclaim April 14-20, 2019 as National Public Safety Telecommunicators Week in Storey County.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Every year during the second week of April, the telecommunications personnel in the public safety community, are honored. This week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication.

We thank the hard working folks at the Storey County Communications Center for all the sacrifices they make to create a better and safer world for the public. Their commitment to their profession is appreciated by Storey County, the public safety communications community, and the citizens they serve.

5. **Supporting materials:** Proclamation

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

KL District Attorney

8. **Reviewed by:**

CN Department Head

Department Name: Commissioner's Office

CM County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 9



**A PROCLAMATION DECLARING
APRIL 14, 2019 THROUGH APRIL 20, 2019 AS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN
STOREY COUNTY, NEVADA**

WHEREAS, behind every emergency response that takes place in Storey County there is a team of dedicated, professional Communications Specialists who are often the first and most vital link between our citizens and emergency services; and

WHEREAS, Storey County Communications Specialists are the lifeblood of information for public safety personnel 24 hours a day, seven days a week, providing a critical safety service to the Storey County Sheriff's Office, Storey County Fire Protection District, Storey County Public Works; and

WHEREAS, Storey County Communications Specialists who serve at the Storey County Communications Center have exhibited compassion, understanding and professionalism during more thousands of calls for service each year; and

WHEREAS, Every Storey County Communications Specialist is certified by the International Academy of Emergency Dispatch in Emergency Medical Dispatch, Emergency Police Dispatch so that they may provide a substantial contribution to the apprehension of criminals, suppression treatment of medical patients throughout Storey County; and

NOW, THEREFORE, We, the Storey County Board of Commissioners, do hereby proclaim April 14, 2019 through April 20, 2019 be observed, as

**“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”
In Storey County, Nevada**

In honor of our County's less visible, but vitally important first responders: the dedicated and professional Communications Specialists who are always ready to serve the interest of the public safety no matter how difficult or stressful the circumstances.

ADOPTED this 16th day of April, 2019

(Signature and Seal of Official) _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: Discussion/For Possible Action:** Determine and prioritize options to comply with District Court order to vacate all Justice Court activities from the District Courtroom, Chambers, Jury Room and Clerk's Office within 180 days of their issuance of said order.

2. **Recommended motion:** To be determined

3. **Prepared by:** Mike Northan

4. **Department:** Public Works

Telephone: 775 335 6991

5. **Staff summary:** Public discussion to determine the best course of action to comply with District Court Order.

6. **Supporting materials:** District Court Order, Preliminary building and site plans, construction estimate.

7. **Fiscal impact:**

Funds Available: N/A

Fund: _____ Comptroller

8. **Legal review required:**

_____ District Attorney

9. **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other agency review: _____

10. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 10

190P000011E
Dept I



IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF STOREY

IN RE: STOREY COUNTY

ORDER

Whereas, the First Judicial District Court on or about June 1, 2011 allowed the District Court's facilities, i.e. courtroom, judge's chambers, jury assembly room, and clerk's office, to include adjoining space shared with Recorder's Office used for copying machine, et al., to be used by the Storey County Justice Court; and

Whereas, it was represented to the First Judicial District Court at that time that this use would be for a short duration of time until Storey County constructed or renovated a facility to be used as the Storey County Justice Court; and

Whereas, Storey County over the last eight (8) years has failed to establish a separate Justice Court facility despite numerous requests from the District Court and assurances that they were doing so; and

Whereas, the First Judicial District Court has accommodated Storey County for eight (8) years, and has reached the conclusion that Storey County needs to establish a separate Justice Court facility and cease using the First Judicial District Court facility provided by law, *see*, NRS 3.100; and

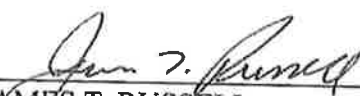
Whereas, the case load and use of the District Court's Clerk's Office is overburdened and a separation from Justice Court is required; and

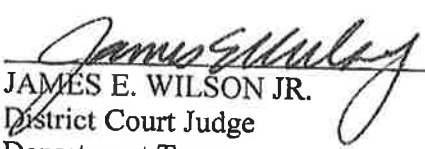
Whereas, Storey County is required by law to provide the Storey County Justice Court with an adequate and separate facility as a separate branch of government; and has failed to do.

1 Therefore good cause appearing;

2 IT IS HEREBY ORDERED that Storey County will cease and desist use of the First
3 Judicial District Court facilities within the Storey County Courthouse within 180 days of the date
4 of this order. Any incidental use thereafter will be at the sole discretion of the First Judicial
5 District Court on a case by case basis and approved in writing, through the First Judicial District
6 Court's Clerk in Storey County. The First Judicial District Court authorizes the use of the
7 courtroom for County Commissioner's Meetings and County Planning Commissioner Meetings,
8 provided that said use does not conflict with the Court's calendar. Failure to comply with this
9 order will result in contempt proceedings pursuant to NRS 22.100.

10 Dated this 5th day of April, 2019.

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14 JAMES T. RUSSELL
15 District Court Judge
16 Department One
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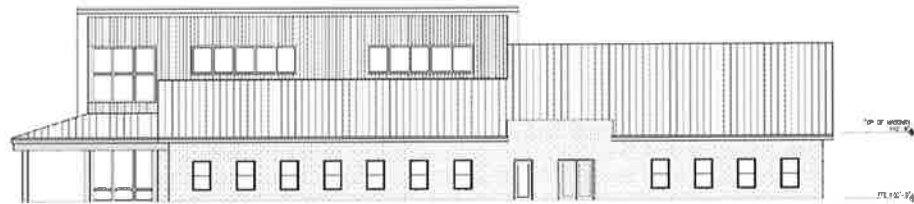

JAMES E. WILSON JR.
District Court Judge
Department Two



1 CONCEPTUAL SITE PLAN
SCALE: 1" = 22'-0"



② EAST ELEVATION
SCALE: 1/8" = 1'-0"



① NORTH ELEVATION
SCALE: 1/8" = 1'-0"

Project Cost Estimate for
 SC Justice Court Annex
 26-Mar-19

1	Professional A/E Services (10% Bldg. Const)	\$ 320,000.00	\$ 320,000.00
2	Connection Fees		\$ 13,000.00
	2" water	\$ 4,100.00	
	4" water	\$ 4,100.00	
	sewer	\$ 4,800.00	
	NV Energy		
3	Building Construction	\$ 3,200,000.00	\$ 3,200,000.00
4	Emergency Generator	\$ 35,000.00	\$ 35,000.00
5	FF&E	\$ 125,000.00	\$ 125,000.00
6	10% Construction Contingency	\$ 320,000.00	\$ 320,000.00
			<hr/>
			\$ 4,013,000.00

\$ 248⁰⁰ / sq ft.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 16, 2019

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION ONLY: 2020 United States Census Bureau Update

2. **Recommended motion:** None as this is a Discussion Item only.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 775-847-0986

4. **Staff summary:** The 2020 Census is right around the corner. As mandated by the U.S. Constitution, our nation gets just one chance each decade to count its population. The U.S. census counts every resident in the United States. It is mandated by Article I, Section 2 of the Constitution and takes place every 10 years. The data collected by the census determine the number of seats each state has in the U.S. House of Representatives (a process called apportionment) and is also used to distribute billions in federal funds to local communities.

The next census in 2020 will require counting an increasingly diverse and growing population of around 330 million people in more than 140 million housing units. To get an accurate count, the Census Bureau must build an accurate address list of every housing unit, maximize self-response to the census, and efficiently follow up with those who do not respond.

5. **Supporting materials:** Power Point Presentation
US Census Fact Sheet

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller


7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. **11**

Counting for Dollars 2020

The Role of the Decennial Census in the Geographic Distribution of Federal Funds

REPORT

NEVADA

In FY2016, Nevada received

\$6,219,293,623

through 55 federal spending programs
guided by data derived from the 2010 Census.



The Counting for Dollars 2020 Project aims to understand 1) the extent to which the federal government will rely on data from the 2020 Census to guide the distribution of federal funding to states, localities, and households across the nation and 2) the impact of the accuracy of the 2020 Census on the fair, equitable distribution of these funds.

The project has analyzed spending by state for 55 federal programs (\$883,094,826,042 in FY2016). Three types of programs are analyzed:

- **Domestic financial assistance programs** provide financial assistance – including direct payments to individuals, grants, loans, and loan guarantees – to non-federal entities within the U.S. – such as individuals and families, state and local governments, companies, and nonprofits – in order to fulfill a public purpose.
- **Tax credit programs** allow a special exclusion, exemption, or deduction from gross income or provide a special credit, a preferential rate of tax, or a deferral of tax liability.
- **Procurement programs** award a portion of Federal prime contract dollars to small businesses located in areas selected on the basis of census-derived data.

The four uses of census-derived datasets to geographically allocate funding are:

- **Define eligibility criteria** – that is, identify which organizations or individuals can receive funds.
- **Compute formulas** that geographically allocate funds to eligible recipients.
- **Rank project applications** based on priorities (e.g., smaller towns, poorer neighborhoods).
- **Set interest rates** for federal loan programs.

The two categories of census-derived datasets are:

- **Geographic classifications** – the characterization (e.g., rural), delineation (e.g., Metropolitan Areas), or designation (e.g., Opportunity Zones) of specific geographic areas.
- **Variable datasets**
 - **Annual updates** of population and housing variables collected in the Decennial Census.
 - **Household surveys** collecting new data elements (e.g., income, occupation) by using the Decennial Census to design representative samples and interpret results.

Initial Analysis: 16 Large
Census-guided Financial Assistance
Programs (August 2017)*

Estimating Fiscal Costs
of a Census Undercount to States
(March 2018)*

Role of the Decennial
Census in Distributing Federal Funds
to Rural America (December 2018)*

Census-derived Datasets
Used to Distribute Federal Funds
(December 2018)

Analysis of 55 Large
Census-guided Federal Spending
Programs (forthcoming)*

An Inventory of 320
Census-guided Federal Spending
Programs (forthcoming)

* Data available by state

GW Institute
of Public Policy

THE GEORGE WASHINGTON UNIVERSITY

For further information:

Andrew Reamer, Research Professor
The George Washington University
areamer@gwu.edu

Counting for Dollars 2020

The Role of the Decennial Census in the Geographic Distribution of Federal Funds

REPORT

COUNTING FOR DOLLARS 2020:

NEVADA

**Allocation of Funds from 55 Large Federal Spending Programs
Guided by Data Derived from the 2010 Census (Fiscal Year 2016)**

Total Program Obligations: \$6,219,293,623

Program	Dept.	Obligations	Program	Dept.	Obligations
Financial Assistance Programs		\$6,091,124,111			
Medical Assistance Program (Medicaid)	HHS	\$2,683,391,000	Community Facilities Loans/Grants	USDA	\$16,073,586
Federal Direct Student Loans	ED	\$385,217,316	Supporting Effective Instruction State Grants	ED	\$11,181,742
Supplemental Nutrition Assistance Program	USDA	\$629,519,652	Crime Victim Assistance	DOJ	\$19,981,431
Medicare Suppl. Medical Insurance (Part B)	HHS	\$581,710,227	CDBG Entitlement Grants	HUD	\$17,553,066
Highway Planning and Construction	DOT	\$357,425,690	Public Housing Capital Fund	HUD	\$5,811,000
Federal Pell Grant Program	ED	\$129,000,000	Block Grants for the Prevention and Treatment of Substance Abuse	HHS	\$16,890,047
Section 8 Housing Choice Vouchers	HUD	\$141,749,000	Water and Waste Disposal Systems for Rural Communities	USDA	\$20,567,589
Temporary Assistance for Needy Families	HHS	\$57,640,832	Social Services Block Grant	HHS	\$14,028,655
Very Low to Moderate Income Housing Loans	USDA	\$115,519,804	Rural Rental Assistance Payments	USDA	\$10,766,261
Title I Grants to LEAs	ED	\$120,121,711	Business and Industry Loans	USDA	\$27,990,000
State Children's Health Insurance Program	HHS	\$63,304,000	Career and Technical Education - Basic Grants to States	ED	\$9,767,368
National School Lunch Program	USDA	\$100,175,000	Homeland Security Grant Program	DHS	\$6,696,500
Special Education Grants	ED	\$75,030,369	WIOA Dislocated Worker Grants	DOL	\$13,512,393
Section 8 Housing Assistance Payments Program	HUD	\$21,786,564	HOME	HUD	\$3,200,326
Federal Transit Formula Grants	DOT	\$55,591,000	State CDBG	HUD	\$2,434,790
Head Start	HHS	\$25,981,452	WIOA Youth Activities	DOL	\$9,540,579
WIC	USDA	\$51,976,000	WIOA Adult Activities	DOL	\$9,292,490
Title IV-E Foster Care	HHS	\$50,998,704	Employment Service/Wagner-Peyser	DOL	\$6,627,492
Health Care Centers	HHS	\$20,144,281	Community Services Block Grant	HHS	\$3,756,915
School Breakfast Program	USDA	\$35,695,000	Special Programs for the Aging, Title III, Part C, Nutrition Services	HHS	\$5,505,841
Rural Electrification Loans and Loan Guarantees	USDA	\$0	Cooperative Extension Service	USDA	\$1,856,403
Public and Indian Housing	HUD	\$15,057,000	Native Amer. Employment & Training	DOL	\$464,361
Low Income Home Energy Assistance	HHS	\$9,894,393			
Child and Adult Care Food Program	USDA	\$10,284,000	Federal Tax Expenditures		\$91,328,169
Vocational Rehabilitation Grants to the States	ED	\$15,433,006	Low Income Housing Tax Credit	Treas	\$77,500,605
Child Care Mandatory and Matching Funds	HHS	\$17,635,000	New Markets Tax Credit	Treas	\$13,827,564
Unemployment Insurance Administration	DOL	\$28,294,000			
Federal Transit - Capital Investment Grants	DOT	\$0	Federal Procurement Programs		\$36,841,343
Child Care and Development Block Grant	HHS	\$24,415,000	HUBZones Program	SBA	\$36,841,343
Adoption Assistance	HHS	\$34,635,275			

Prepared by Andrew Reamer, the George Washington Institute of Public Policy, the George Washington University. Spending data analysis provided by Sean Moulton, Open Government Program Manager, Project on Government Oversight. | January 30, 2019

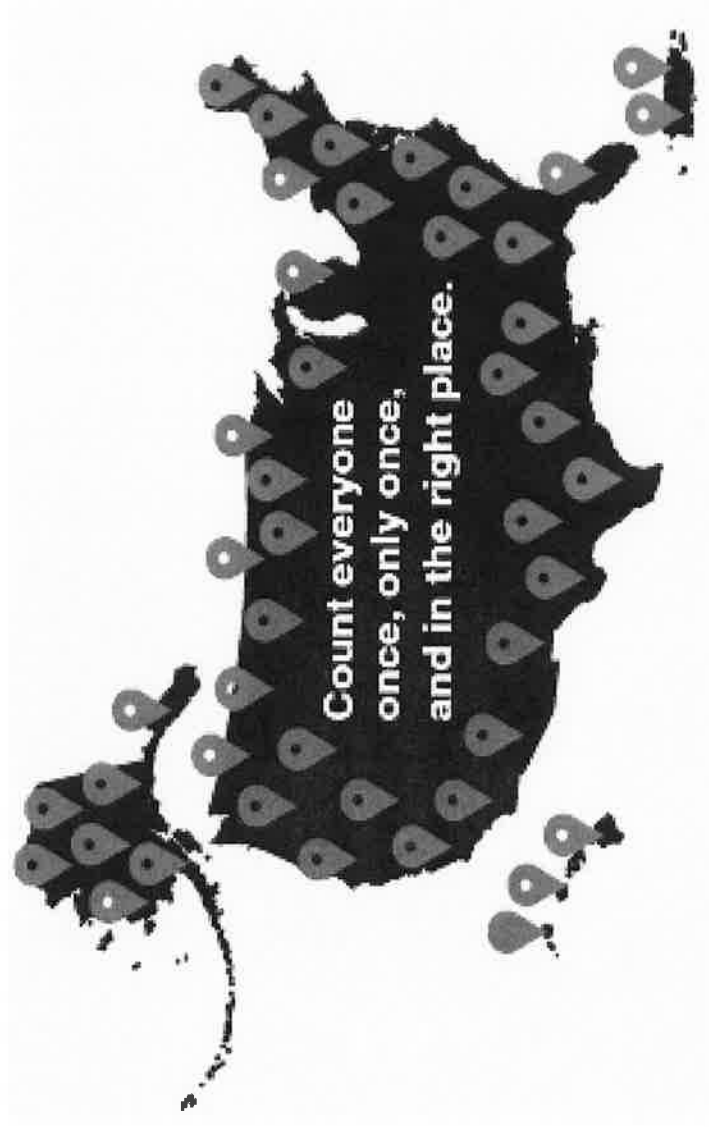
Note: The sequence of the above programs is consistent with U.S. rank order by program expenditures. (See U.S. sheet in series.)

Counting for Dollars 2020 publications and spreadsheet with above data available at <https://gwipp.gwu.edu/counting-dollars-2020-role-decennial-census-geographic-distribution-federal-funds>

The Road to 2020

Kim Burgess
Partnership Specialist
U.S. Census Bureau
Los Angeles Regional Census Center

2020 Census



Community Partnership and Engagement Program (CPEP)

Enroll community partners to increase participation in the 2020 Census of those who are less likely to respond or are often missed.

- Educate people about the 2020 Census and foster cooperation with enumerators
- Encourage community partners to motivate people to self-respond
- Engage grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Why We Take a Census

- **Mandated by Article 1, Section 2 of the U.S. Constitution**
 - The Census has been taken every decennial since 1790.
 - Count includes the United States and its territories.
- **Used to apportion seats in the U.S. House of Representatives**

Why does the 2020 Census matter?

Power

- Political representation
- Reapportionment & redistricting

Money

- \$675 Billion distributed annually
- Funding distributed based on population

Nevada

- Over \$6.2 Billion to the State of Nevada for FY16

•(According to the George Washington University Counting For Dollars study)

REPORT

NEVADA

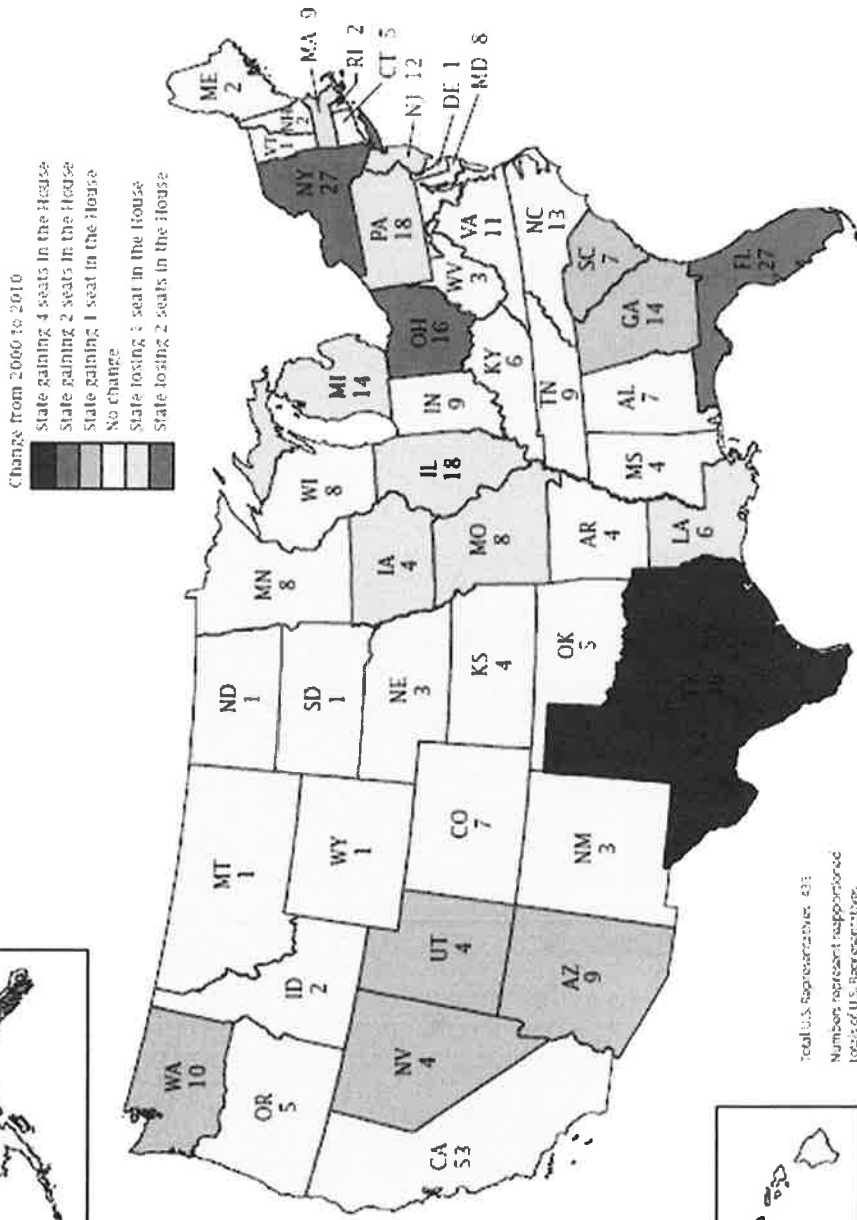
Total Program Obligations: \$6,219,293,623

Note The third paragraph of the introduction in the manuscript contains a typo: “the” should be “an”.

Andrew Reamer, Research Professor
The George Washington University
areamer@gwu.edu



Apportionment of the U.S. House of Representatives Based on the 2010 Census



U.S. CENSUS BUREAU
MAPS ARE MADE WITH MAPINFO CORP.

U.S. Department of Commerce

U.S. Department of Commerce
 Economics and Statistics Administration
 U.S. CENSUS BUREAU
 census.gov

United States
Census
 Bureau

Confidentiality

- Title 13 and Title 26 of the U.S. Code
- Oath of Confidentiality
- Data Stewardship
- No information is released to any government agency or entity, including: FBI, IRS, ICE, Welfare Agency, etc.

Goals for the 2020 Census

- Maintain Quality
- Reduce Costs
- Four Areas of Innovation
 - Efficiency in Building an Address List
 - Better Use of Information We Already Have
 - More Efficient Field Operations
 - Easier Ways to Respond

Self Response

Starts March 23, 2020

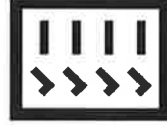
- Internet



- Phone



- Paper Form



*Or traditional in-person interview during the NRFU
(non-response follow-up operation)*



Supporting Linguistically Diverse Populations

- Available in 59 non-English languages
 - Language glossary
 - Language identification card
- Available in the following 13 languages: English, Spanish, Chinese (simplified), Vietnamese, Korean, Russian, Arabic, Tagalog, Polish, French, Haitian Creole, Portuguese, and Japanese
 - Internet option
 - Via telephone - Census Questionnaire Assistance (CQAs)
- Available in Spanish
 - Field enumeration materials
 - Paper questionnaire and other mailings

Hard-to-Count Populations

Rural communities	Children under 5	Tribal members	
Minority communities	Undocumented immigrants	People with disabilities	
People experiencing homelessness	People who do not speak English fluently	People distrustful of the government	
Renters	Adults between 18-24	LGBTQ	

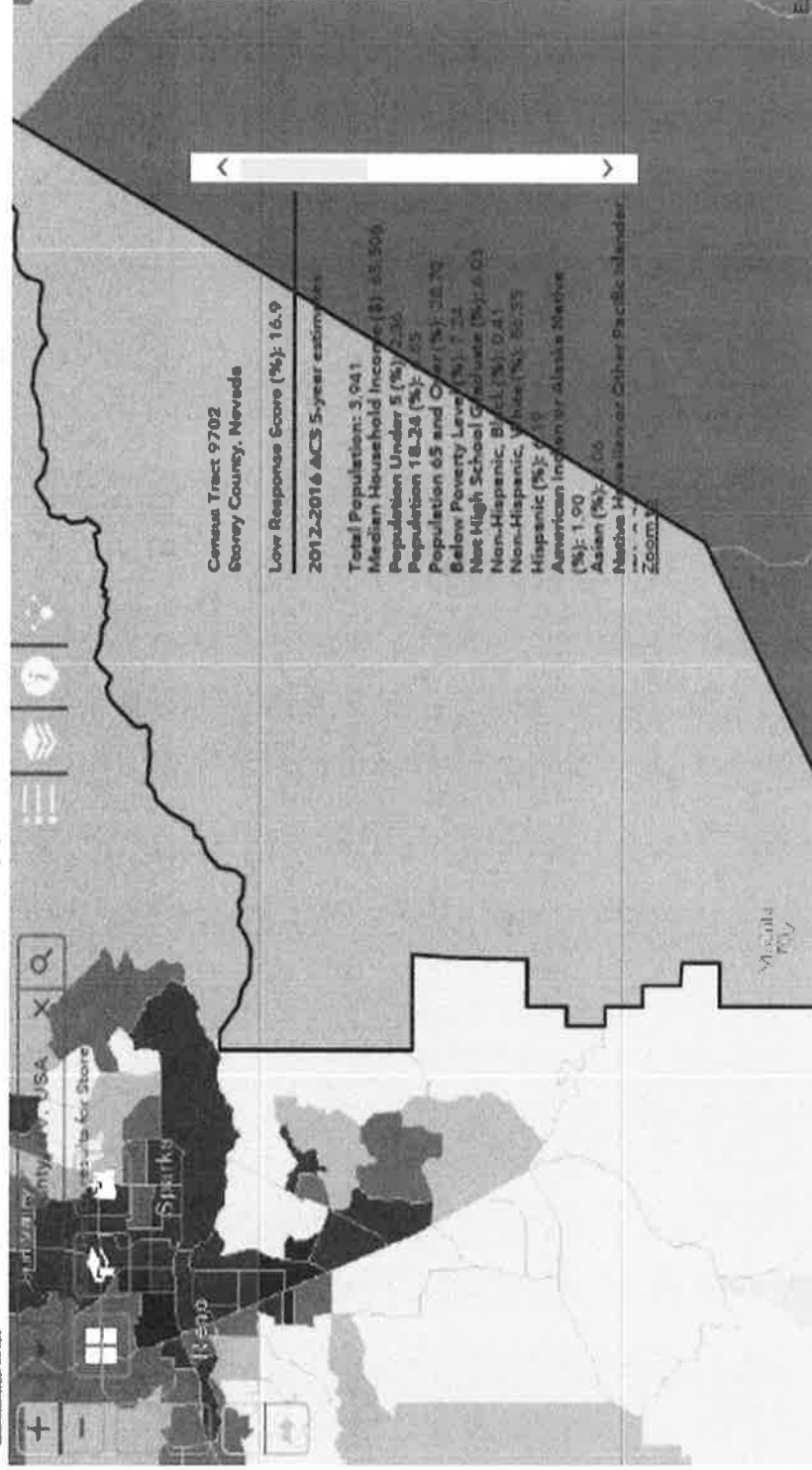


Low Response Score (LRS)



Response Outreach Area Mapper (ROAM)

www.census.gov/roam

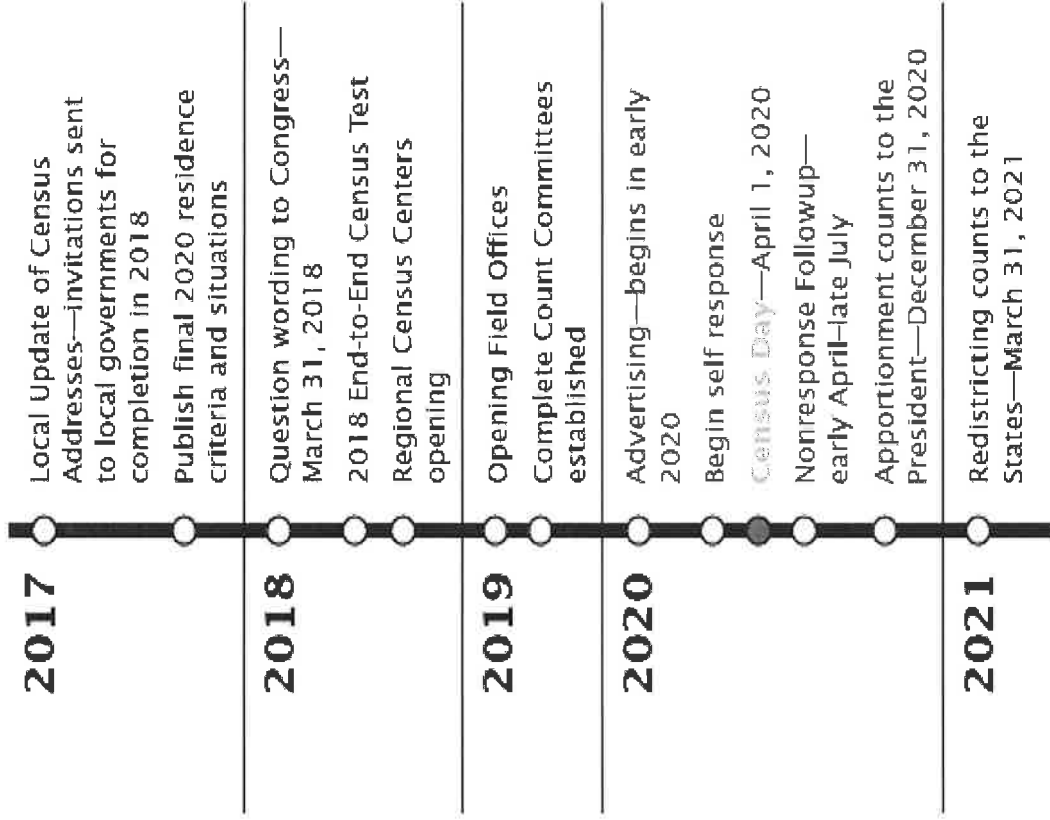


www.census.gov/roam

Complete Count Committees

- Background and Structure of Complete Count Committees (CCCs)
- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents. Community-based organizations also establish CCCs that reach out to their members.
- Committee members are experts in the following areas:
 - Government
 - Education
 - Media
 - Community Organizations
 - Business
 - Workforce development
 - Faith-Based Community
 - Service Providers
 - Other, based on needs

Key Dates



2020 Census Operations

Timeline	Operation	Activity
August 2019	Address Canvassing (AC)	Update the address frame and identify locations where people live, or could live for selected areas.
March 2020	Update/Leave (UL)	Update the address along with feature data and leave a packet to encourage self-response and a paper questionnaire.
March 2020	Service Based Enumeration (SBE)	Enumerate individuals receiving assistance at service based locations and people experiencing homelessness, living in transitory locations (such as recreation vehicle parks, campgrounds, tent cities, carnivals, marinas, hotels, who do not have a usual home elsewhere).
March 2020	Group Quarters Enumeration (GQE)	Enumerate people living or staying in group quarters, such as correctional facilities, skilled nursing facilities, college residential halls, group homes, worker's dormitories).
March 23rd	Self-Response	Internet Self-Response Starts. Provides an Option for respondents to complete the census questionnaire by internet.
April 1st	Census Day	Census Day
April 2020	Early Non-Response Follow-up (NRFU)	Conducted in blocks surrounding colleges and universities where students are likely to have moved out before regular NRFU begins.
May 2020	Non-Response Follow-up (NRFU)	Reach out to households who did not respond to the 2020 Census questionnaire.

Supervisory &

Non-supervisory
positions available in

Storey County, NV

\$15.00 - \$16.50 per hour



JOIN THE 2020 CENSUS TEAM

APPLY ONLINE!

2020census.gov/jobs

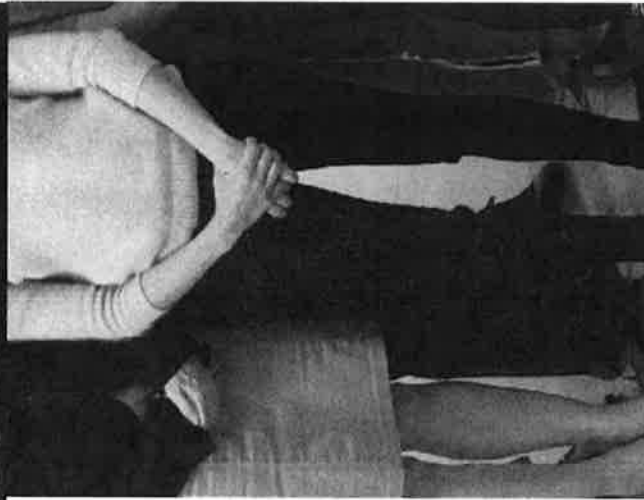
2020 Census jobs provide:

- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

For more information or help applying, please call
1-855-JOB-2020 (1-855-562-2020)

Federal Relay Service:
1-800-877-8339 TTY/ASCI
www.gsa.gov/fedrelay

2020
Census



The U.S. Census Bureau is an Equal Opportunity Employer

■ Recruiting information:

- 1-888-658-5564
(RCC recruiting hotline)
- www.census.gov/fieldjobs
- www.usajobs.gov

THANK YOU

Kim Burgess

Partnership Specialist, Nevada

Kimberly.m.burgess@2020census.gov

775.901.9563



Storey County Board of County Commissioners

Agenda Action Report

LIQUOR BOARD

Meeting date: 4/16/19

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☒ Public hearing required ☐

1. **Title:** 1st reading for liquor license & cabaret license Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

2. **Recommended motion:** I recommend approval of the 1st reading for liquor license & cabaret license for Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

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

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 1st reading for liquor license & cabaret license for Tommyknockers Irish Pub. Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St., Virginia City, NV 89440.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued




STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

April 4, 2019

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

Fr: Brandy Gavenda 

Please add the following item(s) to the April 16th Commissioners Agenda:

LIQUOR BOARD

- A. 1st reading for liquor license for Tommyknockers Irish Pub.
Applicant is: DebeeAnn Boyd. Location of business: 20 E Union St.,
Virginia City, NV 89440.

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



Storey County Board of County Commissioners

Agenda Action Report

LIQUOR BOARD

Meeting date: 4/16/19

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** 1st reading for off sale liquor license for the Sugarloaf Mountain Motel & Market; 430 S C St., Virginia City, NV 89440. Applicant is Candace Pitts.

2. **Recommended motion:** I recommend the approval of the 1st reading for off sale liquor license for the Sugarloaf Mountain Motel & Market; 430 S C St., Virginia City, NV 89440. Applicant is Candace Pitts.

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

A blue ink signature of Brandy Gavenda.

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 1st reading for off sale liquor license for the Sugarloaf Mountain Motel & Market; 430 S C St., Virginia City, NV 89440. Applicant is Candace Pitts.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro

A blue ink signature of Gerald Antinoro.

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

14



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

April 8, 2019

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

Fr: Brandy Gavenda

Please add the following item(s) to the April 16th Commissioners Agenda:

LIQUOR BOARD

- A. 1st reading for off sale liquor license for the Sugarloaf Mountain Motel & Market; 430 S C St., Virginia City, NV 89440. Applicant is Candace Pitts.

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 16, 2019

Estimate of time required: 0-5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION to approve the agreement between the Storey County Fire Protection District and the Nevada Division of Forestry for continued participation in the Wildland Fire Protection Program (WFPP).

2. **Recommended motion:** *I move to approve the renewal of the Interlocal Contract between the Storey County Fire Protection District and the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry for the Wildland Fire Protection Program and authorize the Chairman to sign.*

3. **Prepared by:** Jeff Nevin

Department: Fire District

Telephone: (775) 847-0954

4. **Staff summary:** The existing WFPP is due to expire on June 30, 2019. This new agreement will renew the WFPP agreement for the next biennium. This contract will be in effect from July 1, 2019 through June 30, 2021. This agreement has been in place for six years, and this year, the cost for this contract is set to be \$39,762 per year, for a total of \$79,524 over the biennium.

5. **Supporting materials:** Interlocal Contract between Public Agencies, as well as The Scope of Work (Attachment A) is attached.

6. **Fiscal impact:**

Funds Available: Yes

Fund: 250

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

__JN__ Department Head

Department Name: Fire District

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Storey County Fire Protection District
145 N “C” Street, Po Box 603
Virginia City, NV 89440
Phone 775-847-0954
Fax 775-847-0968

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 Nevada Division of Forestry hereinafter set forth are both necessary to FPA 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 July 1, 2019 to June 30, 2021, 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 60 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: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$39,762 for State Fiscal Year 2020 and \$ 39,762 for State Fiscal Year 2021, not to exceed \$ 79,524 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. 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 generally 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, 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 of 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 State employed attorneys and County employed 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. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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 non-enforceability 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 Nevada FPA courts 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 as 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 and 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.

FOR FPA

FOR DCNR and DIVISION (STATE)

Marshal McBride, Chair, Board of Fire Commissioners Date

Kacey KC, State Date
Forester/Firewarden

Bradley Crowell, Director, DCNR Date

Vanessa Stephens, County Clerk Date

Approved as to form by:

Approved as to form by:

Anne Langer, Storey County DA Date

Bryan Stockton, Deputy Attorney General for
Attorney General, State of Nevada Date

**APPROVED BY BOARD OF
EXAMINERS:**

Signature – Nevada State Board of Examiners Date

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. Fire Protection Agency, is a political subdivision of the State of Nevada (hereinafter "FPA");

II. RECITALS

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the FPA has jurisdictional responsibility for serving its community in many different ways, including wildland fire response, prevention and mitigation.

WHEREAS, the Division and FPAs are required to adhere to NRS 477.030 1a, 477.0306, NAC 477.281(c).

The Division and the FPA mutually agree to reduce risk from wildland fire to include, but not limited to, fuel reduction, NNFAC Nevada Network of Fire Adapted Communities support, apparatus, training and supplies.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the FPA to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the FPA desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the FPA recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the FPA as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role. The Division remains available to assist in other Incident Command System (ICS) roles upon request

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the FPA has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the FPA;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary");

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter "ISIIBM");

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Location

The FPA will provide the DIVISION an accurate map of the current jurisdictional boundaries the FPA enrolled in the WFPP.

B. Payment

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, unless deviations from these agreements are authorized by the DIVISION Agency Representative due to the accelerated complexity of the incident. The DIVISION will not pay wildland fire suppression expenses to (or for) the participating FPA jurisdiction in the WFPP without appropriate authorization from the Division and adherence to the agreement herein.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31st each year, of the jurisdiction) commensurate with values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within the FPA jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the SIIBM. All qualifying expenses must be accompanied by a resource order or WildCAD document.

- Assistance By Hire (ABH) resources; aviation, hand crew resources, and contracted equipment.
- The FPA is required to deploy all initial attack suppression forces in their purview prior to requesting Assistance by Hire. For NDF ABH resources within the first 24 hours, ABH resources may be charged to the FPA, as agreed by the FPA and the DIVISION representatives. All requests must be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire
- Extended Attack resources (Assistance By Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- FPA's liability for Cost Share percentages.
- Dispatch personnel and services
- Fire suppression damage repair.

2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24-hour mutual aid period.
- FPA equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to FPA.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident

- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- FPA Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns FPA.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The FPA should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

C. Annual Planning Meeting

Annually, representatives of the DIVISION, the FPA, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP, develop an annual operating plan (AOP), and set the FPA's rates for personnel and equipment. The AOP will identify, among other things, prioritized hazardous fuel treatment areas, training needs, equipment needs, defensible space activities and personnel responsible for representing the WFPP program interests for cost containment, FMAG data, and cost recovery. All AOP's will be signed by March of each year.

The DIVISION will arrange the date and location for the meeting each year.

D. Delegation of Authority

The FPA extends a "blanket" delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the FPA's jurisdiction as agreed to in the AOP. For emergency activities, a formal delegation of authority by the FPA may be created and administered to the DIVISION at the discretion of the FPA.

E. Use of Incident Management Teams

The FPA will notify the DIVISION Regional/State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION, together with the FPA when possible, will participate in unified command role and actively participate as an Agency Administrator/Agency Representative on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

F. Organizing, Equipping, and Training

The FPA will cooperate in the training, equipping and maintaining of wildland firefighting forces in the FPA.

The DIVISION will assist the FPA in the organizing, equipping and training of FPA and cooperator forces to detect, contain and extinguish wildland fires, as agreed to in the AOP.

G. Wildfire Pre-Suppression

The FPA will provide a list of prioritized hazardous fuel reduction projects to the DIVISION for inclusion in the WFPP partner's AOP. The Division will assist with hazardous fuels reduction, including treatment plans; State Historic Preservation Office (SHPO) pre-project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the FPA'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the FPA will collaborate on a wildland fire prevention program that includes a common message.

The FPA will provide the DIVISION with a list of subdivisions, infrastructure, businesses, and other critically important community attributes within their jurisdiction for use in development of Fire Management Assistance Grant (FMAG) applications should the need arise.

H. Wildfire Suppression

The DIVISION and the FPA will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. In lieu of established rates, the DIVISION will pay FPA volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the FPA.

I. Reporting/Notification

The FPA will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction at time of size up or as soon as reasonably possible.

The FPA will request an FMAG at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

The FPA will submit a report to DIVISION annually which includes:

- A list of all wildland fires with a duration less than 24 hours that occurred within their jurisdiction for use in annual reporting.
- All hazardous fuel reduction treatments/efforts undertaken in their jurisdiction
- Any enhancements made to FPA wildland fire suppression capabilities

J. Prescribed Burning

The DIVISION and the FPA will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the FPA based upon availability. The DIVISION will only participate on FPA prescribed fires that have approved burn plans per NWCG standards. Prescribed burning costs are not eligible for reimbursement under the WFPP.

K. Review Committee

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the FPA which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

L. Reimbursement/Payment

The DIVISION will provide reimbursement to the FPA, or provide for direct payment of approved costs to Federal Agencies and other vendors.

FPA

1. Billing invoice requirements:
 - a. One incident per invoice;
 - b. Incident name;
 - c. Incident start date;
 - d. Incident number (State and Federal);
 - e. Contact point for questions;
 - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The FPA will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of

claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the FPA within 30 days of the fire being declared out. The FPA will track resources and costs associated with wildland fires.

FPAFPA

M. Cost Share Agreements

The FPA will notify the DIVISION Regional/State Duty Officer, in a timely manner, of any wildland fire in their jurisdiction that may require a cost share agreement. The DIVISION will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations/

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The FPA will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions, or is suspicious in nature. The FPA shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

O. Cost Recovery

The FPA is responsible to file cost recovery actions on trespass fires when feasible, or the DIVISION may not cover the cost of the fire for the FPA. The DIVISION has the ability to seek cost recovery actions on known human caused fires, if the FPA has filed for cost recovery. To the extent permitted by State law, the FPA will provide investigation files relative to the fire to the DIVISION.

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. Other agencies, which provide fire protection or perform other fire related services, are considered "cooperating agencies." The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

Cost Recovery: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized

Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In the cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 4/16/19

Estimate of time required: 5 min.

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

1. **Title: Discussion/Possible Action:** 2019-013 Modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom the entirety of the parcel located at 475 Wild Horse Canyon Drive, McCarran, Storey County, Nevada, APN 005-021-14.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve the modification to the Tahoe-Reno Industrial Center, LLC – Storey County Development Agreement by amending the development agreement master site plan to de-annex and exclude therefrom the entirety parcel of land located at 475 Wild Horse Canyon Drive, McCarran, Storey County, Nevada, Assessor's Parcel Number 005-021-14 and as documented as Exhibit A on the attached "Amendment to Development Agreement" document.
3. **Prepared by:** Kathy Canfield
4. **Department:** Planning **Telephone:** 775.847.1144
4. **Staff summary:** See Attachment A.
6. **Supporting materials:** See attached staff report and "Amendment to Development Agreement" document
7. **Fiscal impact:** None on local government.
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:** _____ District Attorney
9. **Reviewed by:**
_____ Department Head Department Name: Planning
_____ County Manager Other agency review: _____
10. **Board action:**

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

Agenda Item No.

18

Attachment A
Amendment to Development Agreement
De-annexation of APN 005-021-14
Staff Report

The property owner of APN 005-021-14 desires for the property to be de-annexed from the Tahoe-Reno Industrial Center. The property is zoned I-2 Heavy Industrial and is located at 475 Wild Horse Canyon Drive, McCarran, Storey County, Nevada. The property is approximately 27.07 acres in size. The property is undeveloped and is located at the southwest edge of the Tahoe-Reno Industrial Center. Properties to the north and east are within the Center and parcels to the west and south are not.



Outlined parcel to be de-annexed



View looking eastward

When Recorded Return To:

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

APN: 005-021-14

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

AMENDMENT TO DEVELOPMENT AGREEMENT

This instrument ("Amendment") is entered into by and between **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, ("Developer"); **THE COUNTY OF STOREY**, a political subdivision of the State of Nevada, ("County"); and **GILMAN DEVELOPMENT COMPANY, LLC**, a Nevada limited liability company, ("Owner"). This Amendment amends and modifies that certain Development Agreement dated February 1, 2000 ("Development Agreement"), a Memorandum of which was recorded on February 8, 2000 as Document No. 86804 in the office of the Recorder of Storey County, Nevada ("Memorandum").

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

WHEREAS, Owner is the owner of Assessor's Parcel Number ("APN") 005-021-14, which was formerly owned by Developer and is land subject to the Development Agreement, as provided in Exhibit "A" to the Memorandum.

WHEREAS, Developer, County and Owner wish to amend the Development Agreement and Memorandum to delete APN 005-021-14 from the lien and charge thereof.

NOW THEREFORE IT IS HEREBY AGREED by Developer, County and Owner that APN 005-021-14, as more particularly described on Exhibit "A" ("Deannexed Property"), attached hereto, is deannexed and deleted from the Property as land subject to the Development Agreement, and all lien and charge of the Memorandum as the Deannexed Property is hereby released, cancelled and terminated.

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

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

DEVELOPER:

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

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

By: _____
DON ROGER NORMAN,
President

Date: _____

COUNTY:

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

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

Date: _____

OWNER:

**GILMAN DEVELOPMENT COMPANY,
LLC, a Nevada limited liability company**

By: _____
L. Lance Gilman, Manager

Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019 by
DON ROGER NORMAN, President of Norman Properties Inc., a California corporation, Manager
of Tahoe-Reno Industrial Center, LLC, a Nevada limited liability company.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

This instrument was acknowledged before me on _____, 2019 by
MARSHALL MCBRIDE, Chairman, Board of County Commissioners of County of Storey, a
political subdivision of the State of Nevada.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019 by
L. LANCE GILMAN Manager of Gilman Development Company, LLC, a Nevada limited liability
company.

Notary Public

Exhibit A

Legal Description of APN 005-021-14 to be provided at the Board of County Commissioners meeting.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: April 16, 2019

Estimate of time required: 15 min.


Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** A request (File 2019-005) to abandon a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.
2. **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I [Commissioner], hereby motion to approve an abandonment of a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.
3. **Prepared by:** Kathy Canfield
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** See enclosed Staff Report No. 2019-005
6. **Supporting materials:** Enclosed Staff Report No. 2019-005
7. **Fiscal impact:** None on local government.

Funds Available: _____

Fund: _____

_____ Comptroller
8. **Legal review required:** _____ District Attorney
9. **Reviewed by:**

 Department Head _____
_____ County Manager

Department Name: Planning
Other agency review: _____
10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 19

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: April 16, 2019

Meeting Location: 26 S. B Street, Virginia City, Storey County, Nevada

Staff Contact: Kathy Canfield

File: 2019-005

Applicants: Gary and Monika Sullivan

Property Owner: Gary Sullivan

Property Location: 570 South F Street, Virginia City, Storey County, Nevada

Request: The applicants request to abandon a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.

Summary of Planning Commission Meeting: The Planning Commission discussed the project at their April 4, 2019 meeting. The discussion centered around layout of the streets and access surrounding the property and a discussion of abandonments in general as related to Storey County. There was no opposition from the noticed property owners or the public attending the meeting to the abandonment. The Planning Commission voted four in favor of a recommendation of approval, with one member recused and two members absent.

1. Background & Analysis

- A. **Site Location & Background.** The proposed abandonment is located along South E Street, between the platted Potosi and Page Streets. The area of land to be abandoned is 20-feet by 100-feet area that previously was a part of Lot 2 and Lot 3, Block 207 in Virginia City. This area is currently undeveloped.

This area was part of a Lot Line Adjustment completed in March 1991. The property owner at that time gave the west 20-feet of Lots 2 and 3 and then obtained a 20-feet by 100-feet piece of land from the platted F Street right-of-way, providing for an equal area exchange of land. This is not the process that would be followed today, however, the Lot Line Adjustment was approved and signed by the County Commission and the map recorded.

It doesn't appear that the land that was abandoned to E Street was desired for any type of right-of-way or public purpose, but was completed to provide an equal area land exchange between the land desired from the F Street right-of-way and the property. An assumption as to the reasoning for the lot line adjustment is the residence constructed on the eastern half of Lots 2 and 3 either encroached into the F Street right-of-way or the required property line setback. Staff could find no record to confirm this assumption, but based on the location of the existing residence, it appears consistent with the assumption.



Vicinity map

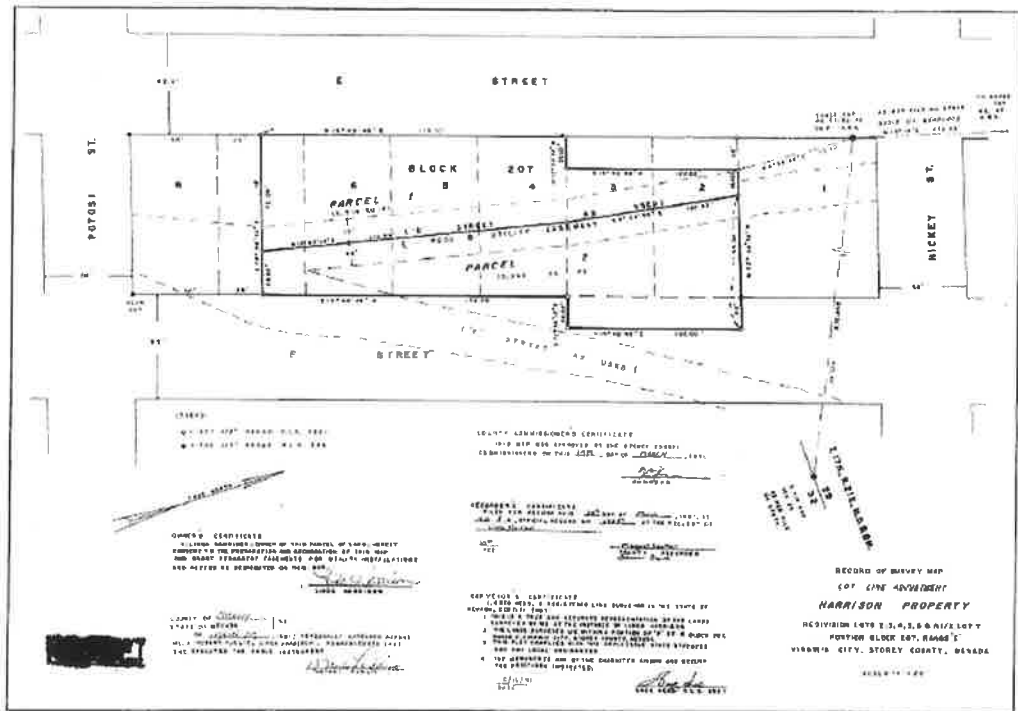


Location map and surrounding properties



Approximate location of proposed area of abandonment highlighted above.

- B. **Proposed Project.** The applicants request that a portion of the E Street be abandoned. This area is vacant and was part of a previous Lot Line Adjustment.



Lot Line Adjustment, Record of Survey, 1991

During the course of the review, NV Energy, AT&T, Comstock Cable and Storey County Public Works were contacted to determine if any public utilities were located within the area to be abandoned. All responded that they had no utilities within the area to be abandoned. There are poles and lines adjacent to the area, but those are located in existing right-of-way or easement areas. No agency requested that a public utility easement be retained across the area to be abandoned. If approved, the applicant will be required to record a Parcel Map documenting the abandoned portion of land has been consolidated into the adjacent parcel.



View of proposed abandonment area looking north. The area proposed for abandonment is the level area shown with the fence on the south and east border 20-feet wide by 100-feet long, approximately following the fence dimensions.



View of proposed abandonment area looking south from Page Street.



View looking south from Page Street with paved E Street to the east.

- C. **Abandonments.** Nevada Revised Statutes (NRS) 278.480 defines requirements for abandonment of a street or easement. Storey County has not adopted its own process and therefore follows the NRS process.

Storey County has followed a policy to not encourage any further abandonment of roadways within the Virginia City area. In the past, some roadways were abandoned and impacts to circulation for the town have been identified as the town has grown. Staff acknowledges the importance of keeping right-of-way for the public and public circulation patterns. In this specific case, it does not appear that the overall circulation patterns or public needs will be negatively impacted by the proposed abandonment of a portion of mapped E Street. This portion of the street originally was part of Lots 2 and 3 and doesn't appear to have been acquired for public purposes.

- D. **Noticing.** NRS 278.480 requires additional noticing of the public beyond the typical noticing procedures of Storey County per NRS 278. In addition to noticing a minimum of properties within 300-feet of the project, and a minimum of 30 unique property owners, NRS required the project to be advertised in the newspaper (Comstock Chronicle, March 22, 2019) and to notify each property owner abutting the proposed abandonment with a notice method that provides confirmation of delivery and does not require the signature of the recipient. In addition, each public utility and video service provider (NV Energy, AT&T, Storey County Public Works, Comstock Cable) serving the affected area was notified with a written notice.
- E. **Adjacent Properties Existing Land Uses.** The property is located within Virginia City and is zoned CR Commercial Residential. The surrounding properties are also zoned CR. The portion to be abandoned is surrounded by a mix of residential and vacant parcels.

2. Use Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed abandonment and Storey County Title 17 Zoning or the 2016 Master Plan.

	Land Use	Master Plan	Zoning
Applicant's Land	Residential	Mixed-use Commercial Residential	CR Commercial Residential
Land to the North	Vacant	Mixed-use Commercial Residential	CR Commercial Residential
Land to the East	Residential	Mixed-use Commercial Residential	CR Commercial Residential
Land to the South	Residential	Mixed-use Commercial Residential	CR Commercial Residential
Land to the West	Residential, vacant	Mixed-use Commercial Residential	CR Commercial Residential

- B. **Compliance with the Storey County Code.** Section 17.12.090 discusses Access and Right-of-Ways. This chapter states that "No commercial, industrial, or dwelling construction may be permitted on any parcel or lot not served by a public right-of-way of at least 50 feet in width, with a minimum public traveled way of 24 feet in width. "

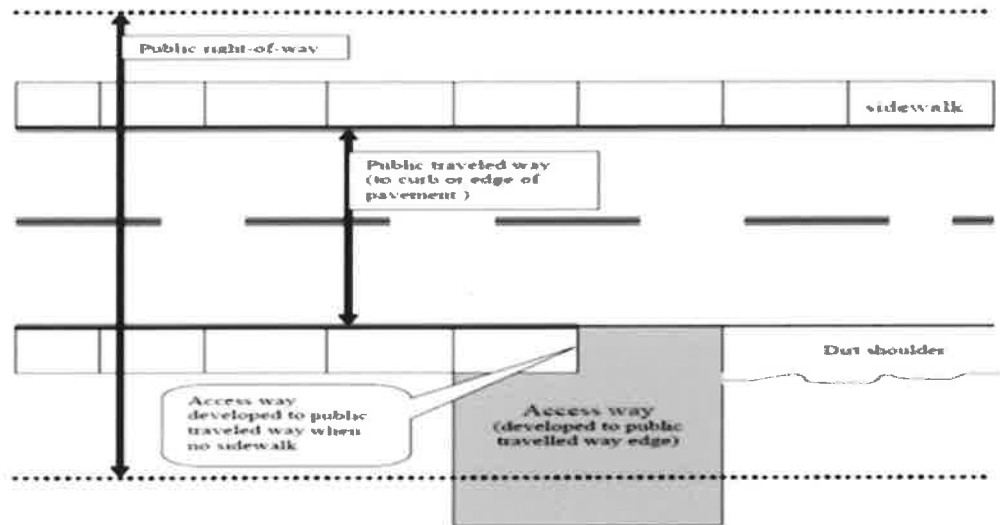


Figure 12.7: The public right-of-way encompasses much more land than the traveled way. While public utilities such as power, sanitary sewer, and water may be located above or below the traveled way, they are oftentimes located within the outer edges of the public right of way.

The abandonment of the proposed portion of E Street will not impact the proposed parcel or adjacent parcels and E Street will still maintain the required width outlined in the Storey County Code. The undeveloped mapped E Street is 62.5-feet in width and with the additional 20-feet associated with the Lot Line Adjustment, the right-of-way width in the area of the abandonment is 82.5-feet. The abandoned portion will be consolidated with the adjacent parcel which has access from both the mapped E Street and from the dedicated road easement area identified as E Street travel way.

C. Compliance with 2016 Storey County Master.

The proposed abandonment is consistent with the 2016 Storey County Master Plan. The Master Plan does not specifically mention abandonments of roadways. This proposed abandonment returns land to Lots 2 and 3, Block 207, which the land was originally a part. Any proposed land use will be required to conform to the overall CR zoning of the surrounding area. The abandonment will not change the circulation pattern of the town.

3. Findings of Fact

The Storey County Board of County Commissioners shall cite Findings in a recommended motion for approval, approval with conditions, or denial. The recommended approval, approval with conditions or denial of the requested Abandonment must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board of County Commissioners may include additional Findings in their decision.

A. Motion for Approval. The following Findings of Fact are the minimum to be cited for a recommendation of approval or approval with conditions. The following Findings are evident with regard to the requested Abandonment when the recommended conditions in Section 4 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) This approval is to abandon a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-

way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.

- (2) The Abandonment complies with NRS 278.480 relating to Abandonment of a street or easement.
- (3) The Abandonment complies with all Federal, State, and County regulations pertaining to vacation or abandonment of streets or easements, including NRS 278.240.
- (4) The Abandonment will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.
- (5) The Abandonment will not cause the public to be materially injured by the proposed abandonment.
- (5) The conditions of approval for the requested Abandonment do not conflict with the minimum requirements in Storey County Code Chapters 17.12.090, General Provision – Access and Right-of-Ways, or any other Federal, State, or County regulations.

B. Motion for Denial. Should a recommended motion be made to deny the Abandonment request, the following Findings with explanation of why should be included in that motion.

- (1) Substantial evidence shows that the Abandonment with the purpose, intent, and other specific requirement of Storey County Code Chapter 17.12.090, General Provision, Access and Rights-of-Ways, or any other Federal, State, or County regulations, including NRS 278.480.
- (2) The Recommended Conditions of Approval for the Abandonment does not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

4. Recommended Conditions of Approval

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

- A. Approval.** This approval is to abandon a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.
- B. Abandonment Area.** The required Parcel Map shall be in substantial conformance to the proposed request of abandonment of right-of-way described in the staff report.
- C. Parcel Map.** The Permit Holder shall submit to the Storey County Planning Department a Parcel Map for review and approval prior to the Parcel Map being recorded. The Parcel Map

must comply with Nevada Revised Statutes (NRS) and must comply with Federal, State, and County regulations. The Parcel Map must show all parcel boundaries, consolidated parcel boundaries, easements and areas to be dedicated at easements, and right-of-ways. Upon acceptance of the Parcel Map format, and completion of all other conditions of approval, the Parcel Map may be recorded.

- D. Consolidation.** The Parcel Map shall demonstrate that APN 001-122-05, along with the area of abandonment, have been consolidated into one legal lot of record.
- E. Taxes Paid.** Prior to the recording of the proposed Parcel Map, the Applicant shall submit to the Planning Department evidence that property taxes on APN 001-122-05 have been paid in full for the fiscal year.
- F. Duties of the Parcel Map Preparer.** The preparer of the proposed Map shall meet all requirements pursuant to Nevada Revised Statutes.
- H. Null and Void.** The Parcel Map must be recorded with the Storey County Recorder within 12 months of the Board's approval. If the Parcel Map is not recorded by that time, this approval will become null and void.
- I. Indemnification.** The Property Owner 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 Property Owners warrant that continued and future use of the land shall so conform. The Property Owners 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 Approval.

5. Public Comment

Planning staff received two phone inquiries regarding the project. Copies of the staff report were sent to these individuals and they expressed no further concerns. Staff also received a letter of support and an email of support for the abandonment from the public. A member of the public was in attendance at the Planning Commission meeting and expressed support for the abandonment.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners 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 Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This Section contains two motions from which to choose. The motion for approval is recommended by Staff and the Planning Commission in accordance with the findings under Section 3.A 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 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended Motion (motion for approval)

In accordance with the recommendation by staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I [Commissioner], hereby motion to approve an abandonment of a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.

B. Alternative Motion (motion for denial)

In accordance with the Findings under section 3.B of this report and other Findings against the recommendation for approval with conditions by Staff and the Planning Commission, I [Commissioner], hereby move to deny an abandonment of a portion of unimproved E Street right-of-way, located within Virginia City. The right-of-way abandonment is approximately 20-feet by 100-feet, a former portion of Lots 2 and 3 of Block 207 of Virginia City. The right-of-way abandonment is located adjacent to land owned by the applicant at 570 F Street, Virginia City, Storey County, Nevada and borders Assessor's Parcel Number (APN) 001-122-05.

APPENDIX 1 NRS 278.480

NRS 278.480 Vacation or abandonment of street or easement: Procedures, prerequisites and effect; appeal; reservation of certain easements; sale of vacated portion.

1. Except as otherwise provided in subsections 11 and 12, any abutting owner or local government desiring the vacation or abandonment of any street or easement owned by a city or a county, or any portion thereof, shall file a petition in writing with the planning commission or the governing body having jurisdiction.

2. The governing body may establish by ordinance a procedure by which, after compliance with the requirements for notification of public hearing set forth in this section, a vacation or abandonment of a street or an easement may be approved in conjunction with the approval of a tentative map pursuant to NRS 278.349.

3. A government patent easement which is no longer required for a public purpose may be vacated by:

(a) The governing body; or

(b) The planning commission, hearing examiner or other designee, if authorized to take final action by the governing body,

↪ without conducting a hearing on the vacation if the applicant for the vacation obtains the written consent of each owner of property abutting the proposed vacation and any utility that is affected by the proposed vacation.

4. Except as otherwise provided in subsection 3, if any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5:

(a) Notify each owner of property abutting the proposed abandonment. Such notice must be provided by mail pursuant to a method that provides confirmation of delivery and does not require the signature of the recipient.

(b) Cause a notice to be published at least once in a newspaper of general circulation in the city or county, setting forth the extent of the proposed abandonment and setting a date for public hearing.

5. Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.3195.

6. In addition to any other applicable requirements set forth in this section, before vacating or abandoning a street, the governing body of the local government having jurisdiction over the street, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall provide each public utility and video service provider serving the affected area with written notice that a petition has been filed requesting the vacation or abandonment of the street. After receiving the written notice, the public utility or video service provider, as applicable, shall respond in writing, indicating either that the public utility or video service provider, as applicable, does not require an easement or that the public utility or video service provider, as applicable, wishes to request the reservation of an easement. If a public utility or video service provider indicates in writing that it wishes to request the reservation of an easement, the governing body of the local government having jurisdiction over the street that is proposed to be vacated or abandoned, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall reserve and convey an easement in favor of the public utility or video service provider, as applicable, and shall ensure that such easement is recorded in the office of the county recorder.

7. The order must be recorded in the office of the county recorder, if all the conditions of the order have been fulfilled, and upon the recordation, title to the street or easement reverts to the abutting property owners in the approximate proportion that the property was dedicated by the abutting property owners or their predecessors in interest. In the event of a partial vacation of a street where the vacated portion is separated from the property from which it was acquired by the unvacated portion of it, the governing body may sell the vacated portion upon such terms and conditions as it deems desirable and in the best interests of the city or county. If the governing body sells the vacated portion, it shall afford the right of first refusal to each abutting property owner as to that part of the vacated portion which abuts his or her property, but no action may be taken by the governing body to force the owner to purchase that portion and that portion may not be sold to any person other than the owner if the sale would result in a complete loss of access to a street from the abutting property.

8. If the street was acquired by dedication from the abutting property owners or their predecessors in interest, no payment is required for title to the proportionate part of the street reverted to each abutting property owner. If the street was not acquired by dedication, the governing body may make its order conditional upon payment by the abutting property owners for their proportionate part of the street of such consideration as the governing body determines to be reasonable. If the governing body determines that the vacation has a public benefit, it may apply the benefit as an offset against a determination of reasonable consideration which did not take into account the public benefit.

9. If an easement for light and air owned by a city or a county is adjacent to a street vacated pursuant to the provisions of this section, the easement is vacated upon the vacation of the street.

10. In any vacation or abandonment of any street owned by a city or a county, or any portion thereof, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may reserve and except therefrom all easements, rights or interests therein which the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, deems desirable for the use of the city or county.

11. The governing body may establish by local ordinance a simplified procedure for the vacation or abandonment of an easement for a public utility owned or controlled by the governing body.

12. The governing body may establish by local ordinance a simplified procedure for the vacation or abandonment of a street for the purpose of conforming the legal description of real property to a recorded map or survey of the area in which the real property is located. Any such simplified procedure must include, without limitation, the requirements set forth in subsection 6.

13. As used in this section:

(a) "Government patent easement" means an easement for a public purpose owned by the governing body over land which was conveyed by a patent.

(b) "Public utility" has the meaning ascribed to it in NRS 360.815.

(c) "Video service provider" has the meaning ascribed to it in NRS 711.151.

[30:110:1941; 1931 NCL § 5063.29]—(NRS A 1967, 268, 696; 1969, 588; 1973, 1830; 1975, 164; 1977, 1506; 1979, 600; 1981, 165, 580; 1987, 663; 1993, 2580; 1997, 2436; 2001, 1451, 2815, 2822; 2007, 992; 2013, 700)

APPENDIX 2

NRS 278.240

NRS 278.240 Approval required for certain dedications, closures, abandonments, construction or authorizations. Whenever the governing body of a city, county or region has adopted a master plan, or one or more elements thereof, for the city, county or region, or for a major section or district thereof, no street, square, park, or other public way, ground, or open space may be acquired by dedication or otherwise, except by bequest, and no street or public way may be closed or abandoned, and no public building or structure may be constructed or authorized in the area for which the master plan or one or more elements thereof has been adopted by the governing body unless the dedication, closure, abandonment, construction or authorization is approved in a manner consistent with the requirements of the governing body, board or commission having jurisdiction over such a matter.

[12:110:1941; 1931 NCL § 5063.11]—(NRS A 1997, 2419; 2013, 1508)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 04-16-19

Estimate of time required: 0 - 5

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

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

2. **Recommended motion:** Approval

3. **Prepared by:** Sarah Dillon

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No.

20

Storey County Community Development

Business Licensing

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

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

April 16, 2019
Via email

Fr: Sarah Dillon

Please add the following item(s) to the **April 16, 2019** 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. ALLTEL CORPORATION** – General / 1 Verizon Way ~ Basking Ridge, NJ
- B. GRAYMAR ENVIRONMENTAL SRV** - Professional / 1205 Baring Blvd Ste 744 ~ Sparks, NV
- C. SPRING CREEK BUILDERS, INC.**– Contractor / 143 W. Taylor Street ~ Reno, NV
- D. RENO ENGINEERING & CONTRACTING LLC** -Contractor/9395 Hummer Ct.~ Reno NV
- E. GOLDEN BAY FENCE PLUS IRON WORKS** - Contractor/ 4104 S B St. , Stockton CA
- F. PATRIOT CONTRACTORS, LLC** Contractor / 2590 Nature Park Ste 200 ~ Las Vegas, NV
- G. CLARK PACIFIC** – Contractor / 19801 S River Rd ~ Sacramento , CA

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office