



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

10/15/2019 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. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

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

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

Approval of the Agenda for October 15, 2019.

4. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for September 17, 2019.

5. **CONSENT AGENDA**

- I For possible action, approval of claims in the amount of \$1,033,945.98.
- II For possible action, approval and acceptance of an Emergency Management Performance Grant award administered through the State of Nevada Division of Emergency Management in the amount of \$17,807.00 for Storey County Emergency Management Personnel costs and authorization for Austin Osborne, Cherie Nevin, and or Joe Curtis to sign all associated grant documentation.
- III For possible action, approval of Justice Court Quarterly Report
- IV For possible action, approval of business license first readings:
 - A. **Burger King #27205** - General / 470 USA Parkway ~ Sparks, NV
 - B. **Four Winds-** General / 167 S. C Street ~ Virginia City, NV
 - C. **Freedom Forever Nevada, LLC-** Contractor / 43445 Business Park Dr. Ste. 110 ~ Temecula, CA
 - D. **Global Power Technologies, LLC** - General / 6525 The Corners Pkwy 102 ~ Peachtree Corners, GA
 - E. **Iron Mountain Information Mgmt LLC-** General / 165 Catron Dr. ~ Reno, NV
 - F. **Lindsey Family Investments LLC** - Contractor / 260 N. O St. ~ Virginia City, NV
 - G. **Most Wanted Drilling, LLC** - Contractor / 1516 W Stone Field Way Ste. 2 ~ Pleasant View, UT
 - H. **Symbia of Colorado, LLC** - General / 775 Waltham Way Ste. 105 & 107 ~ McCarran, NV
 - I. **Schmueser & Associates, LLC** - Contractor / 811 22 Road ~ Grand Junction, CO
 - J. **The V. C. Rolling Stoned Reader** - General / 609 Highland St. ~ Carson City, NV
 - K. **Thomas Brinkoetter** - Home Business / 21500 Sazarac ~ Reno, NV
 - L. **Truckee Mountain Home Center, Inc.** - Contractor / 11403 Brockway Rd. ~ Truckee, CA
 - M. **U.S. Metal Works, Inc.** - Contractor / 36370 Industrial Way ~ Sandy, OR
 - N. **California Industrial Rubber Co.** - General / 1095 Spice Island Dr. Ste. 103 ~ Sparks, NV
 - O. **Carneys Full Service Movers** - General / 1749 Victorian Avenue ~ Sparks, NV
 - P. **3d Concrete, LLC** - Contractor / 600 S. 21st St. ~ Sparks, NV

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

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

8. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of Resolution No. 19-558 providing notice of a proposed lease of County property located at 1705 Peru Drive in the Tahoe Reno Industrial Center to The TRI General Improvement District (TRIGID) in return for a monthly rental of \$900.00 and for tenant improvements, the cost of which will be credited against the rent.

9. **DISCUSSION/POSSIBLE ACTION:**

Amend Franchise Agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste to extend the existing agreement expiration date from November 1, 2019, to November 30, 2019, for the purpose of facilitating continued contract negotiations between the parties. This action will cause no changes to the remaining provisions of the contract.

10. **DISCUSSION/POSSIBLE ACTION:**

Appointment of Storey County representative and alternate representative to serve on the Nevada State Land Use Planning Advisory Council (SLUPAC) representing Storey County's local and regional interests in land use planning, and other related considerations.

11. **DISCUSSION/POSSIBLE ACTION:**

Approval of business license second readings:

A. **Bonanno Concrete, Inc.** - Contractor / 36 Glen Carran Circle ~ Reno, NV

B. **Fraternal Order of Eagles**- Non-Profit / 36 N. B Street ~ Virginia City, NV

C. **Nevada ICF, LLC**- Contractor / 1491 Serendipity Ct. ~ Sparks, NV

D. **Transport Refrigeration Services, Inc.** - General / 2195 USA Parkway ~ McCarran, NV

E. **Chromatic Software Solutions, LLC**- General / 748 S. Meadows Pkwy ~ Reno, NV

F. **Cybermetrics Corporation.** - General / 1523 W. Whispering Wind Dr. ~ Phoenix, AZ

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

13. **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 10/8/2019; 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
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 15, 2019

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for September 17, 2019

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, SEPTEMBER 17, 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 Austin Osborne, Clerk-Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Sheriff Antinoro, Comptroller Hugh Gallagher, Interim Recorder Marney Martinez, Public Works Director Jason Wiezrbicki, Project Coordinator Mike Northan, Community Relations Director Cherie Nevin, Virginia City Senior Center Director Stacey York, Assistant Comptroller Jennifer McCain

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

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

2. PLEDGE OF ALLEGIANCE

Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for September 17, 2019.

Mr. Osborne requested item 11 be continued to the October 1, 2019 County Commission meeting.

Public Comment: None

Motion: I move to approve Agenda for September 17, 2019, continuing item 11 to October 1, 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 August 6, 2019.

Public Comment: None

Motion: I move to approve Minutes for August 6, 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 August 20, 2019.

Public Comment: None

Motion: I move to approve Minutes for August 20, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

6. CONSENT AGENDA:

I For possible action, approval of claims in the amount of \$502,870.81.

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

- A. Buildings & Dwellings Company, Inc. - Contractor / 2465 Sutro St. ~ Reno, NV
- B. Dianne S. Drinkwater PC - General / 2490 Keystone Ave. ~ Reno, NV
- C. MG Builders LLC- Contractor / 8345 Opal Ranch Way ~ Reno, NV
- D. Nevada Recycling & Salvage Ltd. - General/ 1085 Telegraph St. ~ Reno, NV
- E. Ventura Transfer Company - Transportation/ 750 Freeport Blvd. ~ Sparks, NV
- F. W A Rasic Construction Company Inc. - Contractor / 4150 Long Beach Blvd. ~ Long Beach, CA

Public Comment:
None

Motion: I move to approve the Consent Agenda for September 17, 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 - No Public Comment): Committee/Staff Reports

Sheriff Antinoro:

- There has been a report of damage to the gates near the petroglyphs. There may need to be some sort of better monitoring of this area.
- Longtime Lockwood resident Laura Hansen passed away.
- Street Vibrations is a week away.

Operations/Projects Coordinator Mike Northan:

- Work continues on the design for the Divide building. The site plan is coming together and public and employee parking will be added. Handicap accessible spaces will be provided.
- A meeting was held with the owner's representative on the Six Mile Canyon improvement project. There were some design concerns that are being addressed. A meeting is set for October 1 in hopes to obtain an easement that will allow the project to move forward.
- Comstock Historic District has approved final design for the Sharon House steps. The engineer is also working on the design for the Divide building which is a priority. Upon completion of that work, he will work up the design for the steps.

- At a previous meeting, there was inquiry about the County negotiating for residential rates for gasoline and diesel fuel as is done with propane. A fuel supplier was contacted and advised that they would be happy to look into this. The main consideration is volume and frequency. The more there is, the better the rate. There are many more propane tanks than gasoline/ diesel tanks.
- Water damage at the VCTC is being addressed. During testing, mold and lead paint in some areas was discovered. SHPO directives have been revised to include abatement of the mold and removal of the lead-based paint. Plastic has been put up in the building in such a way that there is access to the Visitor's Center, including to the public restrooms.
- A meeting was held to discuss strategical goals and sequencing of work at the freight depot. Priority is security, fire, and weather protection of the building. Quotes will be solicited for a dry-pipe fire sprinkler system. Next step will be a new fire resistive roof. Vegetation will be removed from around the property which will be leveled for parking. A drainage plan will be developed to prevent water runoff. The tenant has one year to vacate.

Chairman McBride said he believes the tenant has a house in escrow and may be vacating the property sooner than one year.

Community Chest Director Erik Schoen:

- Reminded everyone to get a flu shot.
- The Early Childhood Education Center has passed all inspections and they're waiting for the State permit to open. This should be within the next 30 days.
- People are responding to tele-health options provided by Community Chest. This enables them to be seen by a doctor via phone. There is currently an issue with not enough bandwidth – this is being worked on.
- Over 100 people from around the region attended the Thrive Conference celebrating the value of health and human service providers. Thank you to Judge Herrington for changes in the court to make it more inclusive and accessible.

Community Relations Director Cherie Nevin:

- October 25th will be the unveiling of the Miner in the Park statute in Miner's Park.
- The County-wide Casper Survey (for emergency preparedness) has been completed. Thank you to the volunteers who helped.
- The Hazard Mitigation Plan update is underway. A good response was received to our survey.
- Flu shot clinics will be held as follows: October 2nd – 9 to 11 AM at Lockwood Community Center; October 3rd- 9 to 11 AM, Virginia City Senior Center; October 16 – 9:30 to 11 AM, at Mark Twain Community Center, and 4:30 – 6:30 PM at Highlands Fire Station.
- Ms. Nevin finished working with UNR on the Nevada Economic Assessment Project, providing all Nevada counties with data to be used for planning, land use, grant writing, policy assessment by looking at demographics – social, economic, and environmental. They will be in Storey County between April and June 2020.

Public Works Director Jason Wiezrbicki:

- Road work on Six Mile Canyon will resume next with 30 minute delays possible.
- Drainage work is on-going in Mark Twain.

Virginia City Senior Center Director Stacy York:

- Save the date for: Lasagna Cookoff – October 4th; Calendar Premiere party – October 24th; Veteran's Day Spaghetti Feed – November 11th, after the parade; Craft fair-bake sale – December 7 and 8.
- Memorial for Lamar Baxwell will be held at the Ponderosa on September 22nd. This is a pot-luck.

Interim County Recorder Marney Martinez:

- The Recorder's Office is working on scanning all historical records that have not been digitally available in the past.

Comptroller Hugh Gallagher:

- The County Fiscal Officers Association met last week in Elko.
- As part of this conference, Tyler Technologies representatives held meetings to help with current problems:
 1. Those Comptrollers and other fiscal officers found out that all of their issues were the same. Certain Counties have already corrected the problems.
 2. Tyler representatives indicated that by the beginning of the next year, the Nevada user group will have a meeting to address problems only in Nevada.
 3. This was a very productive conference.

County Manager Austin Osborne:

- Update on the Lands Bill (Virginia City & Gold Hill):
 1. There appears to be a way to get through the existing Federal bureaucratic structures, which should ultimately lead to a resolution of this bill. This is looking at about 18 months for surveys, right of ways, easements, encroachments, power utilities, and such in the subject area. We can then work with the applicable agencies to begin transfer of the land over to Storey County, then Storey County transfer of the land over to the respective private property owners throughout the area.
 2. So far, Ames Construction is the number one bid for the effluent line project. It has not been awarded yet, but it is looking like they will be the chosen bid.
 3. There will be about a 30 day delay in the Marlette Study as the scope of work is being developed. This is a two-fold study – one for water resources of the Marlette system as applicable to Virginia City, Gold Hill, and Silver City; the other half is to look at water resources that may be available for the Highlands and Mark Twain. This will come before the Board to discuss.
 4. The Waste Management Franchise Agreement negotiations are on-going. Although outside of the agreement, Waste Management is looking at working with us on the lower-upper road above Peri Ranch Road in order to resume trash service to that area.
 5. Cartwright and Lousetown Roads – working with District Attorney Loomis to get easement transferred to the County so the County can begin paving and maintaining those roads.
 6. Also working with the District Attorney regarding Peri Ranch Road to address language. When this is done, the County can also pave and maintain that road.

7. Working with Linda Ritter on the County Strategic Plan. A scope of work and contract should be available by October 1st meeting.

8. BOARD COMMENT (No Action – No Public Comment):

Chairman McBride:

- The Camel Races sold out this year. They will have to figure out more seating in the future. People from all over the world attended.
- The Air Races in Reno also drew a lot of people to town last week.

9. WORKSHOP/DISCUSSION ONLY (No Action): Presentation and community discussion of Virginia City and Gold Hill Water and Sewer Rate Assessment.

Cherie Nevin said Farr West Engineering completed an assessment of water and sewer rates for Gold Hill. This is required by both major grant and loan funders – USDA and State Revolving Fund to make sure the County has rates in place to fund these systems to operate on a daily basis, make improvements, and make payments on its obligations.

Lucas Tipton reviewed the Farr West Engineering assessment. This was a rate assessment, not a study. The last rate study was in 2011, recommending a series of rate adjustments and re-structuring of rates. This assessment was a review to make sure rates were appropriate moving forward – that revenues were covering expenses at a minimum 5 year window. Key recommendations were minor, including: 1 to 2 ½% increase for the water system, starting in 2021 – ending in 2024; annual increase of 3% for the sewer system. Starting in 2025, the County will look to adjusting rates according to the Consumer Price Index – Urban for the Western Region. The County does not have the highest rates in the region, and will not have the highest rates in 2024.

Chairman McBride said there have been a lot of infrastructure improvements over the last few years. The wastewater treatment plant, new sewer system, and improvements to the water system, including the new tanks to be built, and water line on Ophir Grade. Looking at all of the improvements it seems like a nominal increase.

Ms. Nevin commented that they were very mindful when looking at this (increase). There is a very small base to be relied on for these rates – water and sewer paying their way. Without the large grants received, the rates would be much higher.

Public Comment:

Nicole Barde, Storey County resident: The increase for water is from 2021 to 2024. Is the 3% increase for sewer the same dates? Does this include the cost of the Gold Hill facility?

Mr. Tipton said that (cost) is included in the 3%.

Mr. Osborne commented there have been challenges with the historic nature of the existing system, as well as the topography and archaeological considerations, as well as many other challenges. Part of the study incorporates and understands all of the elements making this an expensive system to put in and to operate.

Mr. Tipton added that rate payers will ask how rates can be reduced – that would be reducing expenses. The County has pursued funding options as well as increasing efficiencies in operating the system. Looking at the affordability index, the rates are extremely affordable – 1 to 1 ½ percent of the median household income. Most **systems** are 1 ½ to 2 percent. There is not a guarantee that there will not be future increases. The rates should be looked at every five years.

Chairman McBride: If the rules (EPA, etc.) become more stringent, it will cost more to maintain the system.

Mr. Osborne added that cost saving measures are being looked at, including having water treatment personnel being certified at the sewer level rather than going to an outside source.

10. DISCUSSION/POSSIBLE APPROVAL: Possible approval of an easement for pipeline facilities to the TRI General Improvement District (TRI GID) where the pipeline crosses the Louise Peri Park, owned by Storey County, which will be used to transport effluent from the Truckee Meadows Water Reclamation Facility (TMWRF) in Sparks to the TRI GID facility in the Tahoe Reno Industrial Center.

Vice Chairman Gilman recused himself from discussion and vote on this item.

Mr. Loomis explained the TRI GID is responsible for constructing the pipeline from TMWRF in Sparks to the GID. There is a restriction in the Deed of Louise Peri Park if the park is used for anything else, the Federal Government has the right to ask for the return of the park to the Federal Government. This has been an issue.

Attorney John Gezelin, retained by TRI GID to acquire the rights of way for the pipeline: The Nevada Division of Parks has indicated the pipeline easement is in compliance with State regulations. He spoke with a U. S. Parks System representative regarding the deed restriction being used for recreational purposes and whether or not this (pipeline) would have any effect on it. Once the pipeline is completed there will be no effect on the park. We are waiting to hear back from the representative with a written confirmation – when speaking to him he had no objection with the easement.

Chairman McBride asked if there was a time issue in waiting for written confirmation.

Mr. Loomis said he also tried to contact the U. S. Parks System representative but has not heard back. He feels risk is minimal having received the verbal approval along with the written approval from the State Parks.

Mr. Gezelin explained the 1981 deed from the U. S. Government to Storey County, contains an exception that the Federal Government approved all existing underground easements and utilities that were in the parcel. This request is consistent with that use – there is no effect on the land use for the recreation and park system.

Public Comment: None

Motion: I, Jay Carmona, move to approve the grant for easement for pipeline facilities to the TRI General Improvement District (TRI GID) where the pipeline crosses the Louise Peri Park, and

authorize the Chairman to sign, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

11. DISCUSSION/POSSIBLE ACTION: Consideration of letters of interest and the appointment of a qualified person to fill the existing Storey County Recorder vacancy in the Storey County Recorder's Office. The appointee will fill the vacancy until January 4, 2021.
ITEM CONTINUED TO October 1, 2019

12. DISCUSSION/POSSIBLE ACTION: Authorize County Manager to extend and modify previously approved purchase of up to two years of PERS retirement credit for Comptroller Hugh Gallagher pursuant to his retirement from county employment. This action will change previously approved two years of PERS buy-out effective about September 30, 2019 upon retirement on October 1, 2019 to: (a) one year of PERS buy-out credit effective about September 30, 2019; (b) retirement from Storey County employment on April 30, 2020; and (c) seven months of PERS buy-out credit effective about April 29, 2020 contingent on his retirement on April 30, 2020. The combined total amount remains not to exceed \$73,000.00.

Mr. Osborne explained the date of Comptroller Hugh Gallagher's retirement has been changed to April 29, 2020. This is due to training of a successor and also the transition to and coordination of the undertaking of the Tyler System and Devnet conversion. Mr. Gallagher agrees that an April 30, 2020 retirement is more appropriate.

Mr. Osborne said as an adjustment to this amendment, he believes a one year PERS buy-out effective on or about September 30th, instead of a two-year, would be consistent with what was already approved. Pro-rate the remaining seven months with a remaining PERS buy-out on April 29th. This would be a one year/five month buy-out rather than a two year buyout.

Commissioner Carmona asked if a replacement was being looked for. Are there any suitable candidates so far?

Mr. Osborne: Yes. There are qualified candidates in the pool right now.

Vice Chairman Gilman said he was concerned about the transition, and is happy it is going to be April. Thank you Mr. Gallagher.

Public Comment: None

Chairman McBride explained he always votes no on buy-outs for County officials. The Board has already approved this buy-out, this is an adjustment of the terms.

Motion: In accordance with the recommendation by staff, I, Lance Gilman, motion to approve authorizing County Manager to extend and modify previously approved purchase of up to two years of PERS retirement credit for Comptroller Hugh Gallagher pursuant to his retirement from county employment. This action will change previously approved two years of PERS buy-out effective about September 30, 2019 upon retirement on October 1, 2019 to: (a) one year of PERS buy-out credit effective about September 30, 2019; (b) retirement from Storey County employment on April 30, 2020; and (c) seven months of PERS buy-out credit effective about April 29, 2020 contingent on his

retirement on April 30, 2020. The combined total amount remains not to exceed \$73,000.00, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Approval of 2nd reading for General Business License for Virginia City Gun Works, 145 S C St. Unit #C, Virginia City, NV 89440. Applicants are Erin Stoneback & TJ Lord.

Sheriff Antinoro said all concerns have been resolved and recommends approval of the General Business License for Virginia City Gun Works – applicants Erin Stoneback & T.J. Lord.

Public Comment: None

Motion: Approve 2nd reading for General Business License for Virginia City Gun Works, 145 S C St. Unit #C, Virginia City, NV 89440. Applicants are Erin Stoneback & TJ Lord, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

14. DISCUSSION/POSSIBLE ACTION: Variance request (Variance 2019-038) by applicants Larry and Beth Austin to allow for a reduced front yard setback to construct a detached garage. The applicants are proposing a detached garage be placed 11-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highlands Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

Mr. Osborne reviewed this request for setback variance reducing front yard setback for a detached garage. The topography and septic location are problematic in order to build the garage anywhere else. No objections from residents were received and the Planning Commission unanimously approved.

Public Comment: None

Mr. Osborne read the Findings of Fact:

This variance (Variance 2019-038) is to allow for a reduced front yard setback to construct detached garage. The applicant proposes a detached garage be placed 11-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN)003-410-10

The subject property is located within Estates E-10 VR zoning in which single family residences are an allowed use and detached garages are an allowed accessory use.

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

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

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

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

The proposed Variance is in compliance with Storey County Code 17.03.140 Variances and 17.12 General Provisions and 17.40 E Estate Zone when all Conditions of Approval are met.

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

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Lance Gilman, move to approve Variance 2019-038 to allow for a reduced front yard setback to construct a detached garage. The applicant proposes a detached garage be placed 11-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10 **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

- A. Kelley Erosion Control, Inc. - Contractor / 2395 B Tampa St. ~ Reno, NV
- B. N J B Electric LLC - Contractor / 5250 Palo Alto Circle ~ Sparks, NV
- C. Peak Builders Co. - Contractor / 2004 Michael Dr. ~ Carson City, NV
- D. Splendid Cup - Home Business / 2530 Flatiron Rd ~ Virginia City Highlands, NV
- E. Sunlit USA, Inc. - General / 1400 Waltham Way
- F. Zayo Group, LLC - General / 1821 30th St. ~ Boulder, CO

On behalf of Community Development, Mr. Osborne recommended approval of items A. through F.

Public Comment: None

Motion: I move 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)

16. PUBLIC COMMENT (No Action) None

The meeting was adjourned by the Chair at 11:00 AM

Respectfully submitted,

By: 
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 10/15/2019

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

For possible action, approval of claims in the amount of \$1,033,945.98.

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

3. **Prepared by:** V Stephens

Department: Clerk/Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. **Legal review required:**

__NA__ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 51



Check Register

Packet: APPKT01190 - 2019-09-27 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						
405456	Public Employees Retirement	09/27/2019	EFT	0.00	226,223.43	10051
101589	AIRGAS NCN INC	09/27/2019	Regular	0.00	154.63	97152
405020	ALL COMSTOCK LLC	09/27/2019	Regular	0.00	4,000.00	97153
403795	ALPINE LOCK INC	09/27/2019	Regular	0.00	372.40	97154
100135	ALSCO INC	09/27/2019	Regular	0.00	389.93	97155
403949	AMERIGAS PROPANE LP	09/27/2019	Regular	0.00	11.99	97156
403651	ARC HEALTH AND WELLNESS	09/27/2019	Regular	0.00	457.37	97157
404420	ARCADIA PUBLISHING INC	09/27/2019	Regular	0.00	539.76	97158
99663	AT&T MOBILITY II LLC	09/27/2019	Regular	0.00	144.20	97159
404574	AT&T NEVADA BELL	09/27/2019	Regular	0.00	185.95	97160
403619	AT&T TELECONFERENCE SERVI	09/27/2019	Regular	0.00	1.32	97161
404780	Backdraft OpCo LLC	09/27/2019	Regular	0.00	618.00	97162
405663	Barron, Wendy	09/27/2019	Regular	0.00	100.00	97163
403959	BENDER, DEBORAH	09/27/2019	Regular	0.00	195.00	97164
100422	BOB BARKER COMPANY INC	09/27/2019	Regular	0.00	127.23	97165
403671	BURRELL, SCOTT LEWIS	09/27/2019	Regular	0.00	627.00	97166
100792	CAPITAL FORD INC	09/27/2019	Regular	0.00	41.76	97167
405669	Carson Tahoe Health	09/27/2019	Regular	0.00	759.55	97168
100560	CARSON TAHOE REGIONAL HEA	09/27/2019	Regular	0.00	65.00	97169
404216	CARSON VALLEY OIL CO INC	09/27/2019	Regular	0.00	5,503.90	97170
403268	CELLCO PARTNERSHIP	09/27/2019	Regular	0.00	2,532.94	97171
403635	CENTRAL SANITARY SUPPLY	09/27/2019	Regular	0.00	236.03	97172
405519	Cigna Health and Life Insurance Cor	09/27/2019	Regular	0.00	19,242.02	97173
405134	CMC TIRE INC	09/27/2019	Regular	0.00	1,285.20	97174
100655	COMMUNITY CHEST INC	09/27/2019	Regular	0.00	350.00	97175
403887	COMSTOCK GOLD MILL LLC	09/27/2019	Regular	0.00	165.00	97176
404060	CREATIVE CONCEPTS MEDIA +	09/27/2019	Regular	0.00	3,833.49	97177
403262	CURTIS, JOE	09/27/2019	Regular	0.00	83.44	97178
404466	DAIOHS USA INC	09/27/2019	Regular	0.00	51.90	97179
404684	DASH MEDICAL GLOVEWS INC	09/27/2019	Regular	0.00	509.58	97180
100717	DELTA FIRE SYSTEMS INC	09/27/2019	Regular	0.00	459.00	97181
403582	ECONOMIC DEV AUTHORITY	09/27/2019	Regular	0.00	12,500.00	97182
404547	ELLIOTT AUTO SUPPLY INC	09/27/2019	Regular	0.00	2,223.19	97183
403216	FARR WEST ENGINEERING	09/27/2019	Regular	0.00	15,357.25	97184
403216	FARR WEST ENGINEERING	09/27/2019	Regular	0.00	5,091.50	97185
101485	FERGUSON ENTERPRISES INC	09/27/2019	Regular	0.00	342.26	97186
403975	FERRELLGAS LP	09/27/2019	Regular	0.00	547.16	97187
405264	FIDELITY SEC LIFE INS CO	09/27/2019	Regular	0.00	244.12	97188
405625	Gardner, Mark	09/27/2019	Regular	0.00	100.00	97189
405662	Geisler, Sarah	09/27/2019	Regular	0.00	500.00	97190
404896	GOLDEN GATE/SET PETROLEUM	09/27/2019	Regular	0.00	1,989.89	97191
100856	GRANITE CONSTRUCTION CO	09/27/2019	Regular	0.00	956.00	97192
404394	GTP INVESTMENTS LLC	09/27/2019	Regular	0.00	1,057.52	97193
404778	HAT, LTD	09/27/2019	Regular	0.00	1,018.08	97194
403040	HENRY SCHEIN	09/27/2019	Regular	0.00	907.07	97195
100826	HISTORIC FOURTH WARD SCHOOL F	09/27/2019	Regular	0.00	253.50	97196
403105	HOSE & FITTINGS ETC	09/27/2019	Regular	0.00	131.56	97197
403753	HOT SPOT BROADBAND INC	09/27/2019	Regular	0.00	82.50	97198
404300	INTERNAL REVENUE SERVICE	09/27/2019	Regular	0.00	3,000.00	97199
404300	INTERNAL REVENUE SERVICE	09/27/2019	Regular	0.00	2,085.30	97200
404771	ITS MY COMMUNITY STORE	09/27/2019	Regular	0.00	131.18	97201
103317	JBP LLC	09/27/2019	Regular	0.00	701.69	97202
403563	Justice AV Solutions Inc	09/27/2019	Regular	0.00	489.00	97203
405263	KANSAS CITY LIFE INS CO	09/27/2019	Regular	0.00	19.22	97204

Check Register

Packet: APPKT01190-2019-09-27 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405671	Kozak & Associates, LLC	09/27/2019	Regular	0.00	1,275.00	97205
404356	LANGUAGE LINE SERVICES IN	09/27/2019	Regular	0.00	36.87	97206
405402	Licata, Dante	09/27/2019	Regular	0.00	875.00	97207
404102	LIQUID BLUE EVENTS LLC	09/27/2019	Regular	0.00	15,000.00	97208
404102	LIQUID BLUE EVENTS LLC	09/27/2019	Regular	0.00	2,000.00	97209
404363	MA LABORATORIES INC	09/27/2019	Regular	0.00	3,260.42	97210
405077	MACKAY MANSION	09/27/2019	Regular	0.00	527.50	97211
404835	MCCULLOUGH, JERRY	09/27/2019	Regular	0.00	95.00	97212
405307	McKechnie, Marla J.	09/27/2019	Regular	0.00	1,468.00	97213
403084	MUNICIPAL EMERGENCY SE(CT	09/27/2019	Regular	0.00	4,562.10	97214
101343	NEV DEPT HUMAN RESOURCES	09/27/2019	Regular	0.00	4,151.10	97215
101335	NEV DEPT TAXATION	09/27/2019	Regular	0.00	116.73	97216
101225	NEV DIV OF FORESTRY	09/27/2019	Regular	0.00	9,940.50	97217
101218	NEV DIV OF HEALTH BUREAU OF SA	09/27/2019	Regular	0.00	1,040.50	97218
404940	NEV HUMAN RESOURCES, LV	09/27/2019	Regular	0.00	3,323.00	97219
101319	NEV PUBLIC DEFENDER	09/27/2019	Regular	0.00	24,582.63	97220
404357	NEVADA OCCUPATIONAL HLTH	09/27/2019	Regular	0.00	297.00	97221
102782	OFFICE DEPOT INC	09/27/2019	Regular	0.00	12.24	97222
103220	ON THE SIDE GRAPHICS & SI	09/27/2019	Regular	0.00	100.00	97223
404118	OPTUMINSIGHT INC	09/27/2019	Regular	0.00	247.50	97224
405127	O'REILLY AUTO ENTERPRISES LLC	09/27/2019	Regular	0.00	794.06	97225
404556	OUTFRONT MEDIA LLC	09/27/2019	Regular	0.00	655.97	97226
405592	Outside Television, Inc.	09/27/2019	Regular	0.00	350.00	97227
404107	PANICARO, JOE	09/27/2019	Regular	0.00	253.00	97228
101825	PETERBILT TRUCK PARTS & E	09/27/2019	Regular	0.00	255.76	97229
403895	PETRINI, ANGELO D	09/27/2019	Regular	0.00	164.50	97230
405256	PIPER'S OPERA HOUSE	09/27/2019	Regular	0.00	48.00	97231
403329	PROTECTION DEVICES INC	09/27/2019	Regular	0.00	360.00	97232
103306	PURCHASE POWER	09/27/2019	Regular	0.00	1,900.00	97233
402937	RAY MORGAN CO INC (CA)	09/27/2019	Regular	0.00	3,510.74	97234
103273	REMSA EDUCATION DEPT	09/27/2019	Regular	0.00	6.00	97235
405095	ROBERTS, BOBBI JEAN	09/27/2019	Regular	0.00	327.02	97236
10026	RUPPCO INC	09/27/2019	Regular	0.00	195.50	97237
200395	SAINT MARYS ARTCENTER INC	09/27/2019	Regular	0.00	52.00	97238
103241	SBC GLOBAL SERVICES IN LD	09/27/2019	Regular	0.00	67.68	97239
405081	SHERMARK DISTRIBUTORS INC	09/27/2019	Regular	0.00	495.00	97240
404187	SHOAF, BRIAN ALLEN	09/27/2019	Regular	0.00	3.00	97241
102462	SIERRA ENVIRONMENTAL MONITOR	09/27/2019	Regular	0.00	240.00	97242
101632	SIERRA PEST CONTROL INC	09/27/2019	Regular	0.00	55.00	97243
404195	SOUTHERN GLAZERS WINE & S	09/27/2019	Regular	0.00	1,238.10	97244
403234	SPALLONE, DOMINIC J III	09/27/2019	Regular	0.00	374.80	97245
101726	ST CO SENIOR CENTER(VC)	09/27/2019	Regular	0.00	272.00	97246
405475	Staples Contract & Commercial, Inc	09/27/2019	Regular	0.00	75.35	97247
404731	STEPHENS, VANESSA	09/27/2019	Regular	0.00	20.59	97248
403892	SUN PEAK ENTERPRISES	09/27/2019	Regular	0.00	1,447.00	97249
405665	Superior Court of California, County	09/27/2019	Regular	0.00	54.00	97250
405110	SUPERIOR EQUIPMENT	09/27/2019	Regular	0.00	30.84	97251
405244	SUTTON HAGUE LAW CORP	09/27/2019	Regular	0.00	357.50	97252
405124	TERRY, SHIRLEY	09/27/2019	Regular	0.00	1,294.00	97253
404615	THE ANTOS AGENCY	09/27/2019	Regular	0.00	1,600.00	97254
404845	THOMAS PETROLEUM LLC	09/27/2019	Regular	0.00	2,865.09	97255
405112	TYLER TECHNOLOGIES, INC	09/27/2019	Regular	0.00	4,716.00	97256
102962	UNIFORMITY OF NEVADA LLC	09/27/2019	Regular	0.00	54.99	97257
403728	UNITED SITE SERVICES OF NEVADA	09/27/2019	Regular	0.00	183.84	97258
405143	UNITED STATES GEOLOGICAL	09/27/2019	Regular	0.00	1,637.50	97259
101845	US POSTOFFICE (VC)	09/27/2019	Regular	0.00	235.00	97260
404486	USA CASH SERVICES MGT INC	09/27/2019	Regular	0.00	182.66	97261
404828	V & T ROCK, INC	09/27/2019	Regular	0.00	264.16	97262
403983	VCTC	09/27/2019	Regular	0.00	79.48	97263
403894	VIRGINIA & TRUCKEE RR CO, INC.	09/27/2019	Regular	0.00	2,407.00	97264
403893	VIRGINIA CITY TOURS INC	09/27/2019	Regular	0.00	909.00	97265

Check Register

Packet: APPKT01190-2019-09-27 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
402820	WALKER & ASSOCIATES	09/27/2019	Regular	0.00	2,167.00	97266
103080	WATERS SEPTIC TANK SV DBA	09/27/2019	Regular	0.00	740.00	97267
404295	WELLS ONE COMMERCIAL CARD	09/27/2019	Bank Draft	0.00	17,208.66	DFT0000343

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	170	116	0.00	198,621.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	1	0.00	17,208.66
EFT's	12	1	0.00	226,223.43
	197	118	0.00	442,053.89

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
_____ Comptroller	_____ Date	
_____ Treasurer	_____ Date	



Payroll Check Register Report Summary

Pay Period: 9/16/2019-9/29/2019

Packet: PRPKT00461 - 2019-10-04 Payroll cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	1,313.33
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	169	334,653.73
Total	171	335,967.06

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Check Register

Packet: APPKT01202 - 2019-10-13 Replace ck 97207 Licata, D.
CW

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405402	Licata, Dante	10/03/2019	Regular	0.00	875.00	97283

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	875.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	875.00

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 10/04/2019 - 10/04/2019

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name		Dist Amount				
Vendor Set: 01 - Storey County Vendors													
405424 - Optum Bank, Member FDIC													
INV0007099	HSA Contributions	0.00	0.00	10/4/2019	001-29506-000	DFT0000345	10/4/2019	10,803.68	0.00	0.00	0.00	10,803.68	10,803.68
	HSA Contributions			10,803.68			Insurances	10,803.68				10,803.68	10,803.68
				Vendors: (1)		Total 01 - Storey County Vendors:		10,803.68	0.00	0.00	0.00	10,803.68	10,803.68
				Vendors: (1)		Report Total:		10,803.68	0.00	0.00	0.00	10,803.68	10,803.68



Check Register

Packet: APPKT01197 - 2019-10-04 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						
405456	Public Employees Retirement	10/04/2019	EFT	0.00	115,015.16	10052
300007	USAA 529 College Savings Plans	10/04/2019	EFT	0.00	50.00	10053
300003	AFLAC	10/04/2019	Regular	0.00	1,226.50	97268
300008	AFSCME Union	10/04/2019	Regular	0.00	604.41	97269
405519	Cigna Health and Life Insurance Cor	10/04/2019	Regular	0.00	114,522.95	97270
	Void	10/04/2019	Regular	0.00	0.00	97271
300001	Colonial Life & Accident	10/04/2019	Regular	0.00	111.69	97272
404704	DVM INSURANCE AGENCY	10/04/2019	Regular	0.00	141.26	97273
405264	FIDELITY SEC LIFE INS CO	10/04/2019	Regular	0.00	1,337.93	97274
405263	KANSAS CITY LIFE INS CO	10/04/2019	Regular	0.00	709.26	97275
300011	Nevada State Treasurer	10/04/2019	Regular	0.00	4.00	97276
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	10/04/2019	Regular	0.00	46.66	97277
300010	State Collection & Disbursement Un	10/04/2019	Regular	0.00	197.70	97278
300006	Storey Co Fire Fighters Assoc	10/04/2019	Regular	0.00	1,200.00	97279
404639	VOYA RETIREMENT INS	10/04/2019	Regular	0.00	8,196.50	97280
300005	Washington National Ins	10/04/2019	Regular	0.00	518.99	97281
300002	Western Insurance Specialties	10/04/2019	Regular	0.00	363.34	97282

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	14	0.00	129,181.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	115,065.16
	35	17	0.00	244,246.35

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: October 15, 2019

Estimate of time required: 5 minutes

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval and acceptance of an Emergency Management Performance Grant award administered through the State of Nevada Division of Emergency Management in the amount of \$17,807.00 for Storey County Emergency Management Personnel costs and authorization for Austin Osborne, Cherie Nevin and or Joe Curtis to sign all associated grant documentation.
2. **Recommended motion: (CONSENT ITEM)** I move to approve an Emergency Management Performance Grant award administered through the State of Nevada Division of Emergency Management in the amount of \$17,807.00 for Storey County Emergency Management Personnel costs and authorization for Austin Osborne, Cherie Nevin and or Joe Curtis to sign all associated grant documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Each year Storey County Emergency Management applies for and typically receives an Emergency Management Performance Grant. This grant is to support the costs associated with personnel in our Emergency Management Department. This grant is administered thorough the Nevada Division of Emergency Management and is passed down to them from the Federal Emergency Management Agency. The total amount of this grant award is \$17,807.00 which is level funding. Storey County has a 50% match to this amount which is budgeted for in the Emergency Management fund. Emergency Management is an important function in our county and these funds are vital to us as we continue with our projects and programs.

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

6. **Fiscal impact:**

Funds Available: YES

Fund: 001-142____ Comptroller

7. **Legal review required:**

KL District Attorney

8. **Reviewed by:**

CMN Department Head
CMN County Manager

Department Name: Community Relations

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5 II

Steve Sisolak
Governor



Nevada Department of
Public Safety

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322
DEM Website - <http://dem.nv.gov>

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

October 1, 2019

Austin Osborne, County Manager
Storey County Emergency Management
PO Box 7
Virginia City, NV 89440

Dear Mr. Osborne:

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2019, Emergency Management Performance Grant (EMPG) award in the amount of \$17,807.00.

The grant performance period is October 1, 2018, through September 30, 2020. The performance period for the personnel category is October 1, 2018, through September 30, 2019. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Should there be a need for modifications to the approved budget; advance approval is required from this Division through a "Project Change Request" form. The assurances, grant management guide, along with the grant award documents, have been updated for the FFY 2019 grant cycle. Please review these documents carefully to ensure compliance.

Please sign the original award, confirmation copy, and assurances and return the original grant award and the signed assurances to the Nevada Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada 89701. Please retain the confirmation copy, budget, and a copy of the assurances for your records.

Capitol Police • Office of Criminal Justice Assistance • Emergency Management/Homeland Security
State Fire Marshal • Records, Communications and Compliance • Highway Patrol • Investigations • Parole and Probation •
Office of Professional Responsibility • Office of Traffic Safety • Training • Office of Cyber Defense Coordination •
Emergency Response Commission

Austin Osborne
Page 2
October 1, 2019

If you have any questions, or if we can be of assistance with the administration of this grant, please contact the Nevada Division of Emergency Management, at (775) 687-0300.

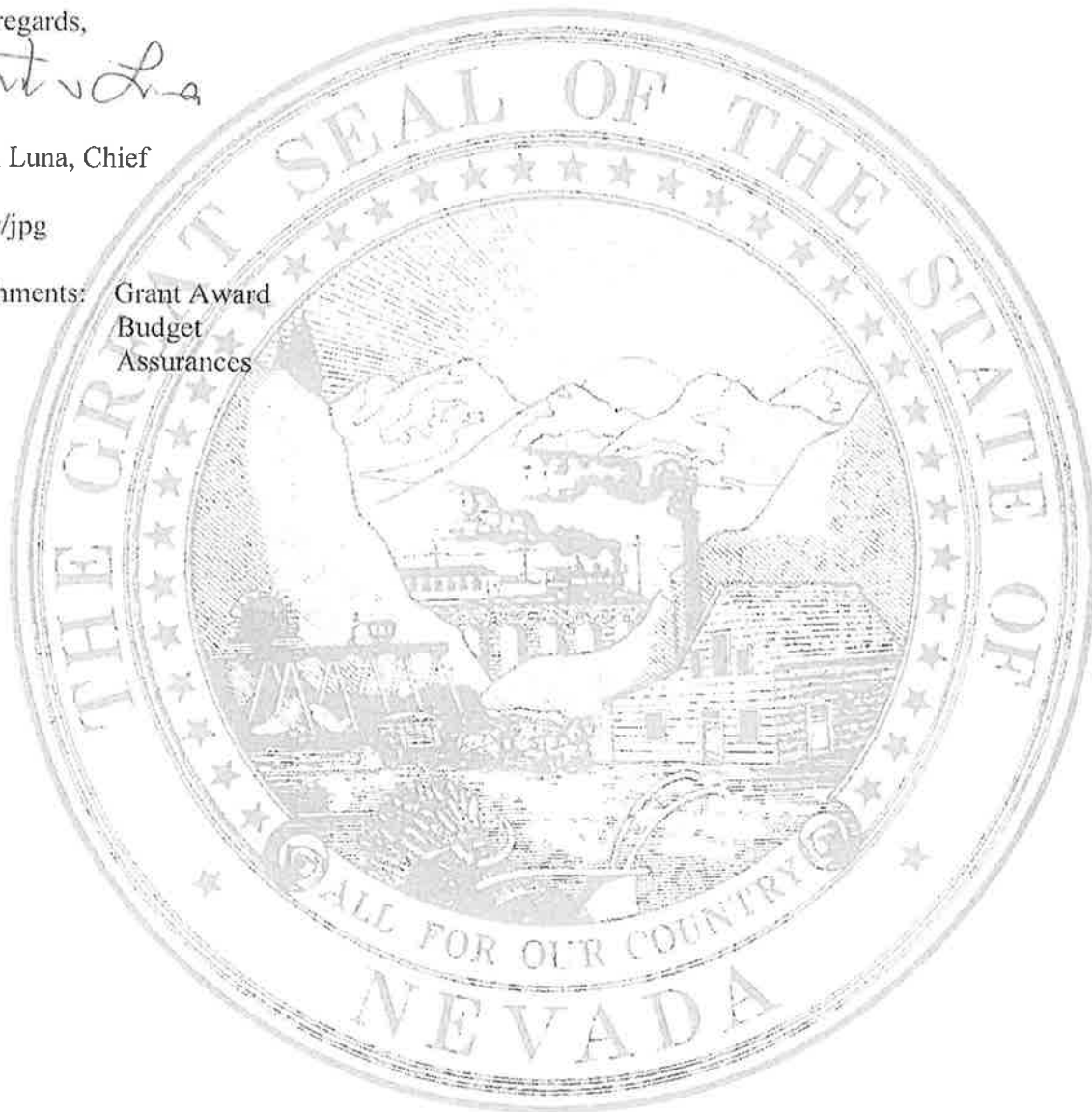
Best regards,



Justin Luna, Chief

JL/sw/jpg

Attachments: Grant Award
Budget
Assurances





Nevada Department of
Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Sub Grant Award		
SUBGRANTEE: Storey County	FAIN NUMBER:	EMF-2019-EP-00009-S01
ADDRESS: PO Box 7, Virginia City NV 89440	ALT(formerly CFDA) / PROJECT NO:	97042.19
PROGRAM NAME: Emergency Management Performance Grant	NDEM DUNS:	607025848
PROJECT TITLE: FFY19 Emergency Management Performance Grant (EMPG)	SUB-GRANTEE DUNS:	959435876
SUBGRANTEE AWARD PERIOD: October 1, 2018 - September 30, 2020	SUBGRANTEE GRANT FUNDS:	\$17,807.00
FEDERAL AWARD PERIOD TO DEM: October 1, 2018 - September 30, 2021	SUBGRANTEE MATCHING FUNDS:	\$17,807.00
FEDERAL AWARD AMOUNT TO DEM: \$4,551,655.00	TOTAL SUBGRANTEE AWARD:	\$35,614.00
Special Notes: Personnel Performance Period October 1, 2018 - September 30, 2019		
APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		\$17,807.00
SUBGRANTEE FEDERAL GRANT TOTAL		\$17,807.00
SUB-GRANTEE MATCH TOTAL		\$17,807.00

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS
(4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Justin Luna, Chief	Austin Osborne, County Manager
Name and Title of Appointing Official	Name and Title of Appointing Official
X <i>[Signature]</i> 10-1-19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

ORIGINAL



Nevada Department of
Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Sub Grant Award		
SUBGRANTEE: Storey County	FAIN NUMBER:	EMF-2019-EP-00009-S01
ADDRESS: PO Box 7, Virginia City NV 89440	ALT(formerly CFDA) / PROJECT NO:	97042.19
PROGRAM NAME: Emergency Management Performance Grant	NDEM DUNS:	607025848
PROJECT TITLE: FFY19 Emergency Management Performance Grant (EMPG)	SUB-GRANTEE DUNS:	959435876
SUBGRANTEE AWARD PERIOD: October 1, 2018 - September 30, 2020	SUBGRANTEE GRANT FUNDS:	\$17,807.00
FEDERAL AWARD PERIOD TO DEM: October 1, 2018 - September 30, 2021	SUBGRANTEE MATCHING FUNDS:	\$17,807.00
FEDERAL AWARD AMOUNT TO DEM: \$4,551,655.00	TOTAL SUBGRANTEE AWARD:	\$35,614.00
Special Notes: Personnel Performance Period October 1, 2018 - September 30, 2019		
APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		\$17,807.00
SUBGRANTEE FEDERAL GRANT TOTAL		\$17,807.00
SUB-GRANTEE MATCH TOTAL		\$17,807.00

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS
(4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE	
Justin Luna, Chief		Austin Osborne, County Manager	
Name and Title of Appointing Official		Name and Title of Appointing Official	
X	Justin Luna 10-1-19	X	
Signature of Approving Official	Date:	Signature of Approving Official	Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

CONFIRMATION COPY

State of Nevada
Department of Public Safety
Division of Emergency Management
Budget Request Detail by Category

EMPG FFY19 - STOREY COUNTY						
CATEGORY	Authorized Equipment List	EMPG Amt	Match Source	Match Type (in-kind, cash, etc)	Match Amt	TOTAL PROJECT COSTS
Personnel/Fringe Benefits						0.00
JOSEPH CURTIS		\$ 17,807.00	STOREY COUNTY	CASH	\$ 24,619.56	\$ 42,426.56
						0.00
						0.00
Total Personnel						\$ 42,426.56
Consultant/Contract						0.00
						0.00
						0.00
						0.00
Total Consultant/Contract						0.00
Travel						0.00
						0.00
						0.00
						0.00
						0.00
Total Travel						\$ -
Supplies/Operating						0.00
						0.00
						0.00
						0.00
						0.00
Total Supplies/Operating						\$ -
Equipment						0.00
						0.00
						0.00
Total Equipment						\$ -
Training						0.00
						0.00
						0.00
Total Training						0.00
In-Direct (up to 10% only)						0.00
						0.00
TOTAL		\$ 17,807.00				\$ 42,426.56

DEM Form 98-2, EMPG

Jurisdiction/Tribe:	STOREY COUNTY
Emergency Manager:	JOE CURTIS

FFY 2019

Priority	Emergency Management Function (EMF) List EMAP Item number below	Required Activities (Use text of appropriate standard from the Sep 2010 version of "Emergency Standards by EMAP" Text from EMAP for each item below)	Start Date	Finish Date	Activity (Mark all that apply)							Explanation of project activities to complete during performance period for each item listed	Explanation of project activities completed each quarter
					Personnel	Planning	Organization	Equipment	Training	Exercise	Maintenance		
1	2.14	The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of a disaster.	10/01/18	03/31/20	X	X				X	X	Storey County is working with various entities to work on flood management mitigation for various areas of our county. We are specifically focusing on the Mark Twain Estates community and Six Mile Canyon Road.	
2	3.2.1	There shall be a designated Emergency Management Agency, department or office established for the jurisdiction empowered with the authority to administer the Emergency Management Program on behalf of the jurisdiction.	10/01/18	03/31/20	X	X	X	X	X	X	X	Storey County Emergency Management has been designated as the department in Storey County to administer the emergency management program. The department is staffed with a less than part time emergency management director responsible for all programs. The director is actively engaged in regional emergency management matters. Storey County maintains a Emergency Coordination Center.	
3	3.3.1	There shall be a documented, ongoing process utilizing one or more committees that provide for coordinated input by emergency management program stakeholders in the preparation, implementation, evaluation and revision of the emergency management program.	10/01/18	03/31/20	X	X	X	X	X	X	X	Storey County has an active Local Emergency Planning Committee made up of county, state, federal and local partners. Storey County is also involved in all regional matters related to emergency management and engages with our counterparts in the surrounding counties and throughout the state of Nevada. We participate in the Quad County Emergency Multi Agency Coordination Group and Health Care Coalition.	
4	4.15.5	The program provides for information and education to the public concerning threats to life, safety and property. These activities include information about specific threats, appropriate preparedness measures and actions to mitigate threats. Public outreach activities are initiated to ensure that diverse populations are advised.	10/01/18	03/31/20	X	X	X	X	X	X	X	Storey County Emergency Management uses social media and traditional printed materials to provide preparedness materials to the public. We share weather updates and other situational awareness with our communities.	

EMPG FFY 2019 Training Spreadsheet
STOREY COUNTY

[illegible]

A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/Is>.

EMPG FFY19 EXERCISE SPREADSHEET[illegible]

Budget Narrative
FFY 2019 EMPG

1. PERSONNEL:

EMPG Funds are being requested to support the costs associated with employment of Emergency Management Director Joe Curtis

FRINGE:

Benefits include Social Security, Medicare and Health Insurance and PACT.

Request for salaries and fringe: \$	\$ 17,807.00
Match: \$	\$ 24,619.56
Total salaries and fringe: \$	\$ 42,426.56

2. TRAVEL:

Request for travel: \$	
Match: \$	
Total travel: \$	

3. EQUIPMENT:

please describe here

Request for equipment: \$	-
Match: \$	-
Total for equipment: \$	-

4. SUPPLIES & OPERATING:

Supplies and operating requested: \$	
Match: \$	
Total supplies and equipment: \$	-

5. CONTRACTUAL:

please describe here

Total contractual requested: \$	-
Match: \$	-
Total contractual: \$	-

6. CONSTRUCTION:

please describe here

Total construction requested: \$	-
Match: \$	-
Total construction: \$	-

7. OTHER - TRAINING/EXERCISE:

please describe here

Total training requested: \$	-
Match: \$	-
Total training: \$	-

8. INDIRECT COSTS:

please describe here

9. PROJECTED UNOBLIGATED BALANCE, FF18:

please describe here

Total FFY18 EMPG request:	TOTAL FFY18 EMPG REQUEST FOR _:	\$	17,807.00
Total match:	MATCH: \$	\$	24,619.56
Total request:	TOTAL REQUEST: \$	\$	42,426.56



**Nevada Department of
Public Safety**
Division of Emergency Management

**Federal and State Assurances for Nevada Division of Emergency
Management's (DEM) Federal Grant Programs**

SUBRECIPIENT: _____

As the duly authorized representative of the Subrecipient, I _____, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance.

I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

- Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>);
- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management Grant Assurances;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above listed requirements, the Subrecipient hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or

previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

Subrecipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the

Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the

extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXII - National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes,

regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXVIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIX - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXX - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXI - Trafficking Victims Protection Act of 2000

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXII - Universal Identifier and System for Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIII - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVI - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

State Articles

Article I - Written Authorization

The Subrecipient shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

- a. To designate the authorized representative with the authority to bind the governing body;
- b. To provide all matching funds required for the Project;
- c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Subrecipient; and
- d. Grant funds shall not be used to supplant expenditures controlled by the Subrecipient or its governing body.

Article II – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records

The Subrecipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance

The period of performance for each grant award will be determined by the Division of Emergency Management ("DEM") based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions

Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest

The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects

For construction projects, the Subrecipient will:

- a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation

The Subrecipient will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the workers compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act

The Subrecipient acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

ARTICLE X - Reporting Subawards and Executive Compensation

The Subrecipient understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward.

The Subrecipient will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring

The Subrecipient agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the DEM.

Article XII – Assignment and Delegation

The Subrecipient shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense

To the fullest extent permitted by law, the Subrecipient shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Subrecipient under this Agreement, or any alleged negligent or willful acts or omissions of the Subrecipient, its officers, employees and agents. The Subrecipient's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. The Subrecipient waives any rights of subrogation against the State. The Subrecipient's duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination

The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the Subrecipient has failed to comply with the conditions of these assurances.

- a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Subrecipient to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the

prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

- b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
- c. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. The Subrecipient shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative of the Subrecipient for _____, I hereby certify that the Subrecipient will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



Storey County Board of County Commissioners

Agenda Action Report

FILED
2019 OCT -1 AM 11:06
STOREY COUNTY CLERK
BY D. New
DEPUTY

Meeting Date: Tuesday, October 15, 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 July, August, September, 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 III

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

October 1, 2019

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for July, August, and September, 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 October 2019.

Justice Court Clerk

Disbursed Total

EOM JULY 2019

34,143.22

<u>Account</u>	<u>Payee Name</u>	<u>Check Number</u>	<u>Check Status Code</u>	<u>Disbursed Amount</u>	<u>Number of Cases</u>
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	6,888.22	162
170-000-34206					
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,202.00	156
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	342.00	156
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	855.00	156
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	521.00	153
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	845.00	4
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	262.50	16
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	337.50	7
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	472.75	23
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	240.00	4
1F FINE - STATE OF NEVADA/(NHP) 170-000-34214	NEVADA STATE CONTROLLER	N/A	N/A	0.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	17,720.50	175
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,660.00	154
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	35.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	18.50	4
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	818.25	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,216.00	154
1F DUI SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	350.00	4
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	9.00	5
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	350.00	16

*** End of Report ***

Disbursed Total

EOM AUGUST 2019

28,102.00

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	5,946.78	139
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,038.00	133
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	298.00	133
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	745.00	133
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	429.00	126
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	131.25	7
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	337.50	5
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	539.12	14
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	180.00	3
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	5.63	0
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	14,381.00	141
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,420.00	128
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	1,090.50	0
1F SPECIALTY COURT FEE {MISD}/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	985.50	130
1F DUI SPECIALTY COURT FEE {AOC}/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	62.22	2
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	5.00	5
1F TRANSCRIPT FEES	STOREY COUNTY TREASURER	N/A	N/A	18.75	1
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	175.00	7

*** End of Report ***

Disbursed Total

EOM SEPTEMBER 2019

27,569.00

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	6,351.00	143
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,132.00	135
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	322.00	135
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	805.00	135
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	474.00	132
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	550.00	3
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	56.25	3
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	281.25	5
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	498.37	8
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	97.22	2
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	3.13	0
1F DOMESTIC VIOLENCE FEE/170-000-34208	NEVADA STATE CONTROLLER	N/A	N/A	2.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	12,864.50	146
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,605.00	133
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	30.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
1F PRETRIAL SERVICES ACCOUNT / 187-000-35044	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	68.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	1,156.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,126.00	135
1F DUI SPECIALTY COURT FEE (AOC)/170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	62.78	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	75.00	3

*** End of Report ***



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 10-15-2019

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:** Ashley Mead

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development


☐ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5 IV

Storey County Community Development

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



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

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

October 7, 2019
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **OCTOBER 15, 2019**,

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. Burger King #27205** - General / 470 USA Parkway ~ Sparks, NV
- B. Four Winds** - General / 167 S. C Street ~ Virginia City, NV
- C. Freedom Forever Nevada, LLC** - Contractor / 43445 Business Park Dr. Ste. 110 ~ Temecula, CA
- D. Global Power Technologies, LLC** - General / 6525 The Corners Pkwy 102 ~ Peachtree Corners, GA
- E. Iron Mountain Information Mgmt LLC** - General / 165 Catron Dr. ~ Reno, NV
- F. Lindsey Family Investments LLC** - Contractor / 260 N. O St. ~ Virginia City, NV
- G. Most Wanted Drilling, LLC** - Contractor / 1516 W Stone Field Way Ste. 2 ~ Pleasant View, UT
- H. Symbia of Colorado, LLC** - General / 775 Waltham Way Ste. 105 & 107 ~ McCarran, NV
- I. Schmueser & Associates, LLC** - Contractor / 811 22 Road ~ Grand Junction, CO
- J. The V. C. Rolling Stoned Reader** - General / 609 Highland St. ~ Carson City, NV
- K. Thomas Brinkoettcr** - Home Business / 21500 Sazarac ~ Reno, NV
- L. Truckee Mountain Home Center, Inc.** - Contractor / 11403 Brockway Rd. ~ Truckee, CA
- M. U.S. Metal Works, Inc.** - Contractor / 36370 Industrial Way ~ Sandy, OR
- N. California Industrial Rubber Co.** - General / 1095 Spice Island Dr. Ste. 103 ~ Sparks, NV
- O. Carneys Full Service Movers** - General / 1749 Victorian Avenue ~ Sparks, NV
- P. 3d Concrete, LLC** - Contractor / 600 S. 21st St. ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 15, 2019

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of Resolution No. 19-558 providing notice of a proposed lease of County property located at 1705 Peru Drive in the Tahoe Reno Industrial Center to The TRI General Improvement District (TRIGID) in return for a monthly rental of \$900.00 and for tenant improvements, the cost of which will be credited against the rent.
2. **Recommended motion:** I _____ (Commissioner) move to approve Resolution 19-558 to provide notice of a proposal to rent County property located at 1705 Peru Drive to TRIGID.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** NRS 277.050 allows Storey County to lease property to another public agency such as a general improvement district. Pursuant to the statute, the County must pass a resolution to provide notice of the proposed lease by publication in a newspaper of general circulation in the County, giving the location of the property proposed for lease, setting forth the terms of the proposed lease and setting a public hearing on the proposed lease at which electors within the County may voice their objections. The publication must be made twice, with the second publication made not less than 7 days prior to the date of the hearing. Resolution 19-558 authorizes the publication of the notice, sets forth material terms of the proposed lease, the location of the property proposed for lease and sets a public hearing on the proposed lease for November 5, 2019.
6. **Supporting materials:** Resolution 19-558, Proposed Lease, NRS 277.050, Notice to be published; Exhibit B tenant Improvments
7. **Fiscal impact:**
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:**
__X__ District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

RESOLUTION NO. 19 - 558

**RESOLUTION: Declaring Intention of Storey County to Lease Real Property
And Improvements Located at 1705 Peru Drive, in the Tahoe
Reno Industrial Center located in Storey County, Nevada**

WHEREAS, NRS 277.050 authorizes the County to lease county-owned property to another public agency; and,

WHEREAS, the TRI General Improvement District (TRIGID) is a public agency authorized to enter into a lease on such terms as the Board of County Commissioners of Storey County believe appropriate; and,

WHEREAS, TRIGID has hired its first general manager whom needs interim office space for herself and any employees she may hire, pending the procurement of permanent office space; and,

WHEREAS, Storey County has unused office space located at the County Complex at 1705 Peru Drive, in the Tahoe Reno Industrial Center in Storey County, Nevada; and,

WHEREAS, the amount of space to be utilized by TRIGID will be approximately 640 square feet and includes access to a conference room by reservation and to five parking spaces; and

WHEREAS, TRIGID proposes to make tenant improvements to the leased space for an approximate cost of \$12,000.00, which tenant improvements will become the property of the County upon the termination of the lease; and

WHEREAS, It is proposed that the cost of the tenant improvement be credited against the monthly rent which is proposed to be at \$900.00 per month which would provide for 14 months without rent being paid; and

WHEREAS, It is proposed that the lease be for two years with an extension for an additional year if requested by TRIGID

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

1. That a Notice of the proposal to lease County-owned property to TRIGID be published in a newspaper of general circulation in the county at least twice with the last publication being not less than seven days prior to a public hearing on the proposal.
2. That a public hearing on the proposed lease be held on November 5, 2019 at the District Court courtroom located at 26 South B Street in Virginia City, Nevada at the hour of 10:30 o'clock a.m. at which objections to the lease may be made by the electors of Storey County.

Passed by the Board of County Commissioners of Storey County, this 15th day of October, 2019.

Marshall McBride Chairman,

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Deputy District Attorney

NOTICE OF PROPOSED LEASE OF COUNTY PROPERTY

On October 15, 2019 the Board of County Commissioners of Storey County passed Resolution No. 19-558, to give notice of its intent to lease County property to the TRI General Improvement District (TRIGID). Accordingly, notice is hereby given that pursuant to Nevada Revised Statute Section 277.050, Storey County proposes to lease approximately 640 square feet of vacant space in its building located at 1705 Peru Drive, McCarron, Nevada in the Tahoe-Reno Industrial Center to the TRIGID. The initial term of the lease will be for two (2) years subject to an extension for an additional one (1) year if requested by TRIGID. There will be no rent charged during the initial fourteen (14) months of the lease. The TRIGID, will be required to construct approximately \$12,000.00 in tenant improvements which will become the property of Storey County upon the termination of the lease. After the expiration of fourteen months, the monthly rental will be nine hundred dollars (\$900.00) per month. The lease will include 5 parking spaces and access to a conference room at the location upon reservation. The Board of County Commissioners of Storey County will hold a public hearing at which objections to the lease may be made by the electors of Storey County. The public hearing will be held on the 5th day of November 2019 at 10:30 o'clock a.m. in the District Court courtroom located at 26 So. B Street in Virginia City, Nevada. Further information, including copies of the proposed lease, are available at the County Clerk's Office located at 26 S. B Street in Virginia City, Nevada.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Storey County, a political subdivision of the State of Nevada ("Lessor") and the TRI General Improvement District, (TRIGID) a political subdivision of the State of Nevada ("Lessee").

RECITALS

WHEREAS, LESSOR is the owner of property which it desires to lease to LESSEE, and;

WHEREAS, LESSEE desires to lease from LESSOR certain real property as more fully described below for the purposes and on the terms stated herein, and;

WHEREAS, the property to be leased consists of approximately 640 square feet of area within a building as well as an additional area for parking within the parking lot both owned by LESSOR, and;

WHEREAS, The Board of County Commissioners has adopted a resolution declaring its intention to lease the property, has published notice of its intent to lease the property and held a public hearing to hear any objections to the proposed lease and has determined to proceed with the lease.

NOW THEREFORE, the parties hereto incorporating the above recitals as part of their agreement and in consideration of the mutual covenants, terms and conditions, do hereby agree as follows:

ARTICLE I LEASED PREMISES

Section 1.01. Leased Premises. The term "Leased Premises" means space in the building located at 1705 Peru Drive, Suite 104, McCarran, Nevada located in the Tahoe-Reno Industrial Center and associated parking area owned by LESSOR. The space within the building to be occupied by LESSEE is depicted in yellow in Exhibit A attached hereto and incorporated by reference herein. Also leased is an additional 180 square feet of area within the parking lot associated with the building which area is depicted in green on the attached Exhibit A

Section 1.02. Demise of Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Leased Premises, on the terms and conditions set forth in this Lease.

ARTICLE II TERM

Section 2.01. Effective Date. The effective date of the Lease ("Effective Date") will be the date both parties to this lease sign the lease.

Section 2.02. Term. The initial term of this lease shall be for 24 months. TRIGID may request an extension of the lease for up to an additional 12 months. Such request must be made in writing at least thirty days prior to the end of the initial term of the lease.

ARTICLE III RENT

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises, the sum of zero dollars (\$0.00) per month during the initial fourteen months of the lease. Thereafter TRIGID shall pay a monthly rental of Nine Hundred Dollars (\$900.00). If TRIGID requests an extension of the lease, the monthly rental amount during the extended portion of the lease shall be Nine Hundred Dollars (\$900.00) per month.

ARTICLE IV CONSTRUCTION OF IMPROVEMENTS AND ADDITIONS THERETO

Section 4.01. Construction of Improvements. In lieu of the payment of rent during the first fourteen months of the lease, LESSEE shall make improvements to the leased premises acceptable to LESSOR as are set out in the attached Exhibit B. Said improvements are to remain with the premises upon LESSEE'S ending its occupancy of the premises and become the property of LESSOR without compensation to LESSEE. LESSOR will bear the cost of any permits needed to construct the improvements set out in Exhibit B.

LESSEE may make any other alterations, additions, or improvements to the Leased Premises which LESSEE deems appropriate as long as such alterations, additions or improvements do not materially degrade the Leased Premises. LESSEE shall acquire from appropriate governmental agencies every permit required to make such alterations, additions, or improvements. LESSEE shall furnish a copy of each and every permit to LESSOR prior to beginning any such work and shall complete said work according to applicable building codes in a workmanlike and expeditious manner. Upon notice of termination of the occupancy of the premises, LESSEE shall have fifteen (15) days within which time LESSEE shall be permitted to enter upon the Leased Premises for the purpose of removing any of the alterations, additions or improvements other than those set out in Exhibit B. On that date which is fifteen (15) days after notice of termination of the occupancy of the premises, all such alterations, additions, and improvements shall immediately become LESSOR's property and shall remain on the Leased Premises without compensation to LESSEE.

Section 4.02. Premises Security. LESSOR will deliver keys to the existing locks on the premises upon LESSEE'S request. LESSEE must not change the locks during the course of its tenancy.

Section 4.03. Tenant Improvements. LESSEE shall be responsible for payment and installation of all tenant improvements and furniture deemed necessary to facilitate functionality. This includes but is not limited to lighting, parking and exit signage, fire extinguishers, desks, work stations and carpeting as needed.

Section 4.04. Liens. LESSEE shall keep the Leased Premises free from, and shall indemnify, defend and hold LESSOR harmless from any claims or liens arising out of any work performed, materials furnished, or obligations incurred by, to, or for LESSEE. Such indemnification shall include attorney's fees and all costs. If LESSEE shall, in good faith, contest the validity of any such lien, then LESSEE shall at its sole expense defend itself and LESSOR against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon before the enforcement thereof against LESSOR or the Leased Premises.

Section 4.05. Entry by LESSOR. LESSOR and its agents and employees may enter the Leased Premises during normal working hours, Monday through Friday, after giving LESSEE advance notice to (a) inspect the Leased Premises; (b) exhibit the Leased Premises to prospective purchasers, tenants, or lenders; (c) supply any service to be provided by LESSOR to LESSEE; (d) post notices of non-responsibility; or (e) repair improvements on the Leased Premises. LESSOR's entry onto the Premise under this Section shall be conducted so as to cause as little interference to LESSEE's normal operations as is reasonably possible.

ARTICLE V USE OF LEASED PREMISES

Section 5.01. Use of Leased Premises. LESSEE shall use the Leased Premises as an office for administering TRIGID. LESSOR warrants and represents to LESSEE that the Leased Premises are zoned and are suitable for the purposes of using it for an administrative office. LESSEE's use of the premises also includes the right to utilize up to five parking spaces associated with the leased premises. LESSEE shall also be entitled to utilize the space within the room previously occupied by Switch in LESSOR'S building for conferences and meetings on a reserved basis. LESSEE is also entitled to use of the restrooms and the break room within LESSOR'S building.

ARTICLE VI UTILITIES AND SERVICES

Section 6.01. Utilities. LESSOR shall pay for water, gas, heat, light, power, telephone service, office trash, and all other services supplied to the Leased Premises for

LESSEE's use.

Section 6.02. Internet Service. LESSEE is to obtain its own internet service.

Section 6.03. Interruption of Service. In no event shall LESSOR be liable for an interruption or failure in the supply of any utilities or services to the Leased Premises, not within the control of LESSOR.

ARTICLE VII CONDITION AND MAINTENANCE OF LEASED PREMISES

Section 7.01. Maintenance. LESSEE shall, at its sole cost and expense, keep and maintain the Leased Premises and all improvements thereon including, without limitation, parking areas and utility pipes associated with the leased premises (whether or not of like nature to the structures now or hereafter on the Leased Premises) in good order, condition, and repair, ordinary wear and damage by the elements excepted.

Section 7.02. Hazardous Wastes LESSOR warrants that no hazardous or toxic materials exist on the Leased Premises. LESSEE agrees to comply with applicable federal, state and local law dealing with hazardous or toxic material during its tenancy. LESSEE's obligation to LESSOR, however, shall be limited to containing and disposing of such materials as a result of LESSEE's operations during its use and occupancy of the Leased Premises. LESSEE shall not be responsible to LESSOR for containment, cleanup, or disposal of hazardous or toxic waste existing on the property prior to LESSEE's Lease thereof or subsequent thereto if not resulting from LESSEE's operation. LESSOR will indemnify, defend and hold LESSEE harmless from claims made against it by Third parties for cleanup and remediation costs. These indemnities are intended to operate as agreements pursuant to §107(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). LESSEE will indemnify, defend and hold LESSOR harmless from claims for and cost of remediation and cleanup resulting from LESSEE's operations.

Section 7.03. Governmental Regulations. LESSEE shall, at LESSEE's sole cost and expense, comply with all of the requirements of all federal, state, county, municipal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises and shall faithfully observe in the use of the Leased Premises all statutes, laws, ordinances, rules and regulations, whether federal, state, county, or municipal.

ARTICLE VIII LIABILITY FOR DAMAGE, TAXES AND ASSESSMENTS

Section 8.01. Loss and Damage. LESSOR shall not be liable for any damage to property of LESSEE or others located on the Leased Premises or in any building, nor for the loss of or damage to any property of LESSEE or others by theft or otherwise.

LESSOR shall not be liable for any injury or damage to persons or property resulting from any casualty or cause whatsoever, save and except for damage caused by LESSOR's negligence or intentional acts or any damage which may be suffered as a result of hazardous or toxic materials existing on the Leased Premises prior to the Effective Date of this Lease. LESSOR shall not be liable for any such damage caused by other persons on the Leased Premises, occupants of adjacent property, or the public. All property of LESSEE kept or stored on the Leased Premises shall be so kept or stored at the risk of LESSEE only, and LESSEE shall hold LESSOR harmless from and hereby waives any claims arising out of damage to the same or damage to LESSEE's business, including subrogation claims by LESSEE's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of LESSOR.

Section 8.02. Taxes and Assessments. LESSOR will be responsible for Real Property Taxes and any assessments on the property.

ARTICLE IX INSURANCE

Section 9.01. Comprehensive Liability Insurance. Throughout the term of this Lease, LESSEE shall, at its sole cost and expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage insurance that will insure LESSEE against liability for injury to persons and property and for the death of any person occurring on or about the Leased premises. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for any one person injured or killed, not less than One Million Dollars (\$1,000,000.00) for any one accident, and not less than One Million Dollars (\$1,000,000.00) for property damage sustained in any one occurrence. LESSEE's insurance coverage shall be primary insurance in respect to LESSOR its officers, officials, employees or volunteers. Any insurance maintained or self-insurance maintained by LESSOR its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute to it. The insurance required under this Section may be furnished through general policies covering all of LESSEE's operations, wherever located. Any failure to comply with reporting requirements of the policies shall not affect coverage provided to LESSOR, its officers, officials, employees or volunteers. Coverage shall state that the LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. LESSEE shall provide LESSOR with endorsements or certificates evidencing such policies.

Section 9.02. Worker's Compensation Insurance. LESSEE shall make adequate provision for accident or injury to LESSEE's employees and shall at all times during the Term and thereafter hold LESSOR harmless from all claims made by any person by reason of any injury, disability, or death of any employee of LESSEE resulting from LESSEE's operations. The insurer shall agree to waive all rights of subrogation against LESSOR, its officers, officials, employees or volunteers for losses arising from the leased premises

Section 9.03. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by LESSOR. At the option of LESSOR, either: the insurer shall reduce or eliminate deductibles or self-insured retentions as respects LESSOR, its officers, officials, employees or volunteers which LESSOR finds objectionable; or LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 9.04. Term of Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LESSOR. For failure of LESSEE to comply with the insurance requirements, LESSOR may terminate this Agreement

ARTICLE X INDEMNIFICATION

Section 10.01. LESSOR Held Harmless for Damages. LESSEE hereby waives any and all claims against LESSOR its officers, officials, employees and volunteers for damage to any property or injury or death of any person on or about the Leased Premises arising out of, connected with, or otherwise related to the use or occupancy of the Leased Premises, by LESSEE, its agents, employees, or invitees, and from any cause other than LESSOR's misconduct or negligence. LESSEE hereby agrees to indemnify, defend, and hold LESSOR it officers, officials, employees and volunteers harmless from and against all losses, liabilities, obligations, costs, expenses, and damages resulting from any claim, demand, or cause of action resulting from the use or occupancy of the Leased Premises by LESSEE, its agents, employees, or invitees. LESSEE's indemnity obligation shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by LESSOR. The parties shall make every reasonable effort to agree upon common counsel. However, if the interests of the parties diverge such that common counsel cannot reasonably represent both parties fully and fairly, then LESSEE shall not be obligated to pay for LESSOR's separate counsel. The provisions of this Section shall survive the termination of this Lease with respect to any claim, demand, or cause of action that is based on events occurring or circumstances existing during the term of this Lease.

ARTICLE XI SURRENDER

Section 11.01. Surrender of Leased Premises. At the termination of this Lease, or any renewal hereof, LESSEE shall surrender the Leased Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to LESSOR and shall inform LESSOR of all combinations on locks, safes, and/or vaults, if any, on the Leased Premises. LESSEE during the last sixty (60) days of such term, may remove all trade fixtures and any other installations, alterations, or improvements made

pursuant to Article V hereof, with the exception of the tenant improvements required by Exhibit B, before surrendering the Leased Premises as aforesaid, and if such fixtures are removed, shall repair any damage to the Leased Premises caused thereby. LESSEE's obligation to observe and perform this covenant shall survive the expiration or other termination of the Lease Term.

ARTICLE XII DESTRUCTION OF THE LEASED PREMISES

Section 12.01. Fire, Explosion or Other Casualty. In the event the Leased Premises are damaged by fire, explosion or other casualty LESSOR and LESSEE shall meet to determine whether to continue the lease. If either party desires to end the occupancy of the premises, the lease shall terminate immediately.

Section 12.02. Notice by LESSEE. LESSEE shall give immediate telephone or personal notice to LESSOR in case of fire, casualty or accidents in the Leased Premises or of any defects therein or in any fixtures or equipment and, within twenty-four (24) hours, shall confirm such notice in writing.

ARTICLE XI11 DEFAULT

Section 13.01. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease:

1. Any failure by LESSEE to pay rent during any extension of the lease or to make any other payment required to be made by LESSEE hereunder, where such failure continues for sixty (60) days after written notice thereof by LESSOR to LESSEE; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40, or any corresponding succeeding law(s).
2. The abandonment or vacation of the Leased Premises by LESSEE.
3. Any failure by LESSOR or LESSEE to observe and perform any other provision of this Lease, where such failure continues for sixty (60) days (except where a different period of time is specified in this Lease) after written notice by the nonbreaching party to the other, provided, however that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40 or any corresponding succeeding law(s). If the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, LESSOR or LESSEE shall not be deemed to be in default if, within such period, the breaching party shall commence such cure and thereafter diligently prosecute the same to completion.

4. (a) The making by LESSEE of any general assignment for the benefit of creditors; (b) subject to the rights of a trustee or court in bankruptcy under Federal Bankruptcy Laws, the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Section 13.02 Right of Termination. In the event of any such default by either party, then, in addition to any other remedies available to the non-breaching party at law or in equity, the non-breaching party shall have the immediate option to terminate this Lease and all rights of the non-breaching party hereunder by giving written notice of such intention to terminate. Such termination shall be in addition to any legal or equitable rights of the parties.

Section 13.03. Right of Re-entry. In the event of any such default by LESSEE, LESSOR shall also have the right, with or without terminating this Lease, to reenter the Leased Premises and remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE and LESSEE's obligation hereunder.

ARTICLE XIV WAIVER

Section 14.01. No Continuing Waivers. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant, or condition or any subsequent breach of the same or any term, covenant, or condition herein contained, nor shall any custom, practice, or course of dealing that may develop between LESSOR and LESSEE in the administration of this Lease be construed to waive the right of either to insist upon performance by the other in strict accordance with said terms.

ARTICLE XV SUCCESSORS

Section 15.01. Successors. This Lease shall bind and inure to the benefit of the parties and their respective successors, assigns, legatees, designees, legal representative, , but neither LESSEE nor LESSOR shall assign or delegate this Lease or any of their or its rights, interests or obligations hereunder without the prior written consent of the other party and any attempted or purported assignment or delegation without such consent shall be void. This Lease is not intended, nor shall it be construed, to confer any enforceable rights on any person who is not a party hereto.

Section 15.02. Transfer by LESSOR--Release. LESSOR, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by LESSOR herein, LESSOR and its successors and assigns (other than the assignee of this Lease) shall be released from all liability hereunder.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.01. Remedies Cumulative. The rights and remedies given to the parties in this Lease herein are distinct, separate and cumulative; and, unless specifically provided otherwise herein, no one such remedy, whether or not exercised, shall be deemed to be to the exclusion of others herein granted or given by law or in equity.

ARTICLE XVII HOLDING OVER

Section 17.01. Holding Over. If, without prior written approval by LESSOR, LESSEE holds possession of the Leased Premises after expiration of the extended term of this Lease, LESSEE shall become a Tenant from month-to-month upon the terms herein specified and at a rental amount of NINE HUNDRED DOLLARS (\$900.00) per month. Said rent may be changed by LESSOR giving to LESSEE a Sixty (60) day notice changing said rent. Each party shall give the other notice at least (60) days prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

ARTICLE XVIII MISCELLANEOUS

Section 18.01. Amendments. No provision of this Lease may be changed, modified, waived, discharged, or terminated, except by a written instrument executed and delivered by the parties.

Section 18.02. Applicable Law; Jurisdiction. This Lease and all questions of validity, construction, interpretation, performance and enforcement of the terms and conditions of this Lease and any other obligation secured hereby shall be governed by the applicable statutory and common law of the State of Nevada and the parties agree that any proceedings with respect to the performance or enforcement of this Lease shall be brought in a court of competent jurisdiction within the First Judicial District in the State of Nevada.

Section 18.03. Brokers. The parties acknowledge that neither party has retained a broker to assist in bringing about the transactions provided for hereunder. The parties agree to indemnify, defend and hold one another harmless from and against all claims for brokerage commissions and finder fees arising by reason of this Lease.

Section 18.04. Captions. The captions, titles, headings and Section numbers appearing in this Lease are for reference proposes only and shall in no way limit, define, or otherwise affect the construction of this Lease.

Section 18.05. Complete Agreement. Except instruments incorporated herein by reference and documents executed simultaneously herewith there are no written and/or oral agreements between LESSOR and LESSEE additional to or different from this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, letters and understandings between LESSOR (or its agents, or representative) and LESSEE with respect to the subject matter of this Lease. There are no representations between LESSOR and LESSEE other than those contained in this Lease, and all reliance with respect to any representation is solely upon the representations contained in this Lease. This Lease shall be construed in a fair and equitable manner and shall not be construed against the party by whom it was drafted.

Section 18.06. Counterparts. This Lease may be executed in any number of counterparts, or by different parties in different counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Section 18.07. Covenants. Whenever in this Lease any words of obligation or duty are used in connection with either LESSOR or LESSEE, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

Section 18.08. Effectiveness. Submission of this instrument for examination or execution by LESSEE does not constitute a reservation of or option to lease, and it is not effective as a lease or otherwise until it has been executed and delivered by both LESSOR and LESSEE.

Section 18.09. Sections. Articles and Sections mentioned by number only are the respective Articles and Sections of this Lease as so numbered. Any headings preceding the texts of the several Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construct or effect.

Section 18.010. Force Majeure. Any covenants, conditions, provisions, or agreements on the part of LESSOR to be performed shall not be deemed breached if LESSOR is unable to furnish or perform the same by virtue of any cause whatsoever beyond LESSOR'S control.

Section 18.011. No Partnership. The parties expressly agree and acknowledge that LESSOR does not in any way or for any purpose become a principal or partner of LESSEE in the conduct of its business or a joint venturer or a member of a joint enterprise

with LESSEE by reason of this Lease.

Section 18.012. Notices. All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deposited with the United States Postal Service, with all charges, fees and first-class postage prepaid, properly addressed as follows:

If to LESSOR: Storey County
Attn: Austin Osborne, County Manager
P. O. Box 176
Virginia City, Nevada 89440

If to LESSEE: TRIGID
Attn: Shari Whalen, General Manager
1705 Peru Drive Suite 104
McCarran, Nevada 89437

Section 18.013. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 18.014. Time of Essence. It is expressly understood and agreed that time is of the essence as to this Lease and all the terms, conditions, covenants and provisions hereof. Whenever the time for performance of any act hereunder falls on a Saturday, Sunday or legal holiday, such time shall be extended to the next business day.

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

LESSOR

LESSEE

By: Austin Osborne
Its: County Manager

By:
Its:

Tenant Improvements to 1705 Peru Drive

1. Enclose 32x20 space at 1705 Peru #104.
2. Metal stud framing, sound insulation, drywall (paint to match existing).
3. Double doors with glass insets.
4. Three windows

EXHIBIT B

**NRS 277.050 Sale, exchange or lease of real property by public agency:
Conditions; procedure.**

1. As used in this section, "public agency" includes, without limitation, the United States or a department or agency of the Federal Government, a county, a public corporation and a public district.

2. Without a vote of the electors of a public agency first being had, the governing body of the agency may:

(a) Sell or exchange to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe; or

(b) Lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years, of any real property belonging to it.

3. A sale or exchange may be:

(a) Negotiated without advertising for public bids.

(b) Made for cash or property, or for part cash and property, or for part cash and terms of deferred payments secured by mortgage or deed of trust, but the purchasing public agency or entity or exchanging public agencies or entities shall, except as otherwise provided in NRS 277.053, pay or convey property worth an amount at least equal to the current appraised value of the real property being conveyed or exchanged. Money derived from a sale must be used for capital outlay.

4. A lease may be:

(a) Negotiated without advertising for public bids.

(b) Made for such consideration as is authorized by action of the governing body of the lessor public agency.

5. Before ordering the sale, exchange or lease of any such property, the governing body of a public agency shall, in a regular open meeting, by a majority vote of its members, adopt a resolution declaring its intention to sell or exchange it, or a resolution declaring its intention to lease it, as the case may be. The resolution must:

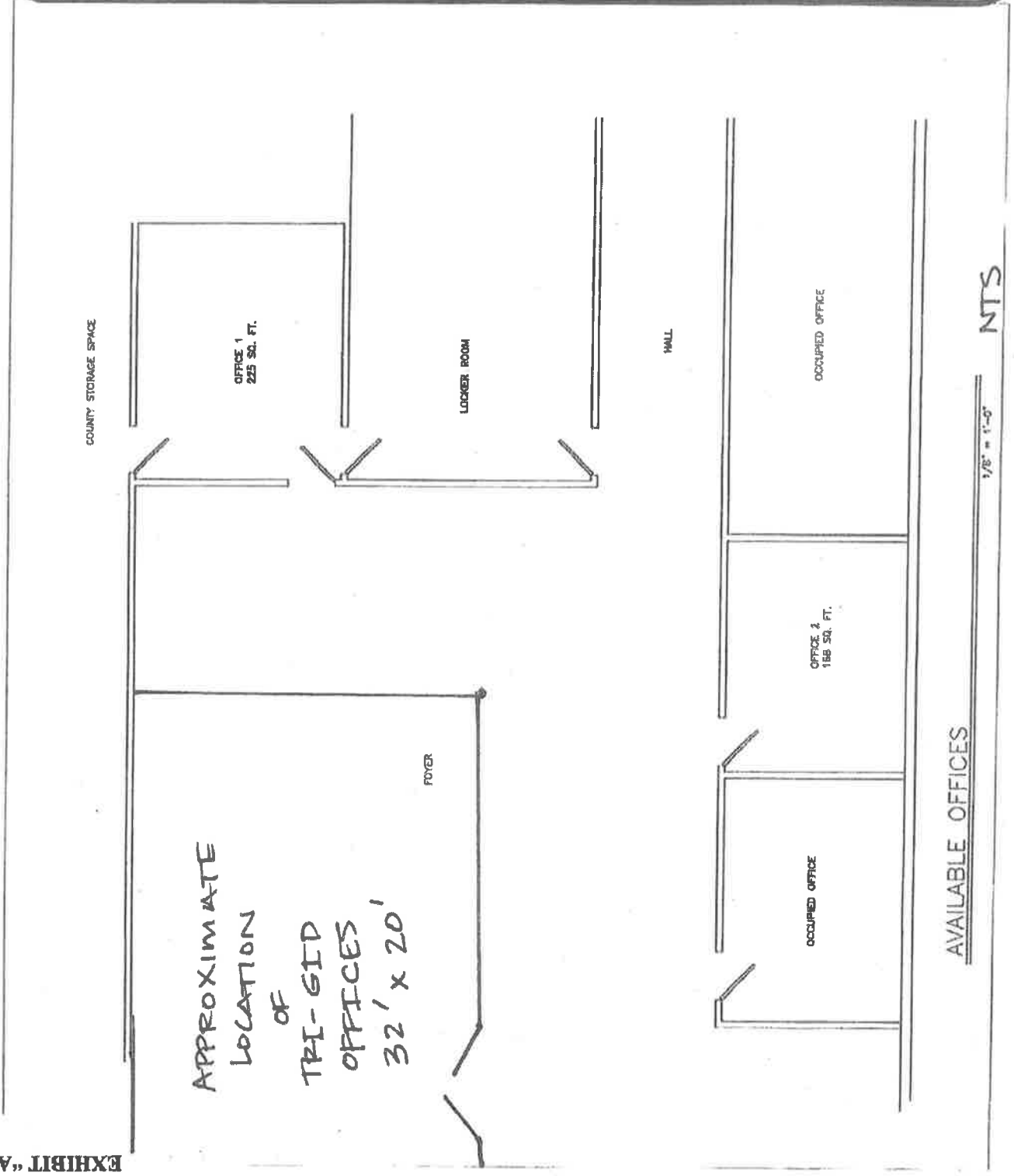
(a) Describe the property proposed to be sold, exchanged or leased in such a manner as to identify it.

(b) Specify the minimum price, consideration or rent and the terms upon which it will be sold, exchanged or leased.

(c) Fix a time not less than 2 weeks thereafter for a public meeting of the governing body, at which objections to the sale, exchange or lease may be made by the electors of the public agency.

6. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation published in the county in which the public agency or any part thereof is situated. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting.

7. Any resolution accepting a bid or any other form of acceptance of a bid by another public agency must direct the chair, president or other presiding officer of the governing body of the selling, exchanging or lessor public agency to execute a deed or lease and to deliver it to the purchasing, exchanging or lessee public agency or entity upon the performance and compliance by it of all the terms and conditions of the contract to be performed concurrently with the delivery.



REVISIONS

PORTION OF STOREY COUNTY PUBLIC WORKS
GOVERNMENT CENTER FLOOR PLAN

STOREY COUNTY PUBLIC WORKS
P.O. BOX 435 - 100 TOLL ROAD
VIRGINIA CITY NV 89440
775 847 0958

DATE 12/07/16
SCALE 1/8" = 1'-0"
DRAWN MCN
SHEET

1 1



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 15, 2019

Estimate of time required: 10 min.

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

1. **Title: Discussion/Possible Action:** Amend Franchise Agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste to extend the existing agreement expiration date from November 1, 2019, to November 30, 2019, for the purpose of facilitating continued contract negotiations between the parties. This action will cause no changes to the remaining provisions of the contract.
2. **Recommended motion:** I commissioner [] motion to amend the Franchise Agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste to extend the existing agreement expiration date from November 1, 2019, to November 30, 2019, for the purpose of facilitating continued contract negotiations between the parties. This action will cause no changes to the remaining provisions of the contract.
2. **Prepared by:** Austin Osborne
4. **Department:** County Manager **Telephone:** 775.847.0968
5. **Staff summary:** The foregoing action will allow ongoing negotiations of a possible successor agreement for waste collection services in Storey County with primary focus on providing county rate-payers best possible services with best possible pricing.
6. **Supporting materials:**
7. **Fiscal impact:** None on local government.
Funds Available: Fund: _____ Comptroller
8. **Legal review required:** ___yes___ 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. 9

AMENDMENT TO AGREEMENT
WITH STOREY COUNTY AND WASTE MANAGEMENT OF NEVADA, INC.
DBA STOREY COUNTY SANITATION

THIS AMENDMENT TO AGREEMENT, (the "Amendment") is made and entered into this ____ day of September, 2019 (the "Effective Date"), by and between Storey County, a political subdivision of the State of Nevada (hereinafter Franchisor), and Waste Management of Nevada, Inc. dba Storey County Sanitation. (hereinafter Franchisee), a Nevada corporation, to amend that certain Franchise Agreement for the Collection, of Solid Waste (the "Agreement"), executed on October 6, 2009, having an Effective Date of the 1st day of November 1, 2009 and a termination date of November 1, 2019.

1. The Agreement is hereby amended to change the termination date of November 1, 2019 to November 30, 2019.
2. The purpose of the extension is to continue sole source negotiations between the parties for an amendment to the existing agreement to create various enhancements as agreed to by the parties.
3. Additionally, the extension will allow for the Adjustment Date for annual rate increases to be changed to December 1, to coincide with the current residential billing cycle.
4. All other terms and conditions, including insurance requirements, set forth in the Agreement and subsequent amendments and extensions thereto shall remain unchanged and shall bind both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the aforementioned agreement to be executed by and through their respective officers, as of the date first above written.

FOR Waste Management of Nevada, Inc.

Date: _____

Date: _____

FOR Storey County

Date: _____

APPROVED AS TO FORM:

Date: _____



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: October 15, 2019

Estimate of time required: 10 min.

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

1. **Title: Discussion/Possible Action:** Appointment of Storey County representative and alternate representative to serve on the Nevada State Land Use Planning Advisory Council (SLUPAC) representing Storey County's local and regional interests in land use planning, and other related considerations.
2. **Recommended motion:** I commissioner [] motion to appoint Senior Planner Kathy Canfield to serve as the Storey County primary representative and County Manager Austin Osborne to serve as the alternate representative on the Nevada State Land Use Planning Advisory Council (SLUPAC) effective on the expiration of Austin Osborne's regular council term on or about December 31, 2019. Until the appointment process of Cathy Canfield is complete or Austin Osborne's council term expires, whichever comes first, Austin Osborne will continue to serve as the primary representative and Kathy Canfield will continue to serve as the alternate representative on the SLUPAC board.
2. **Prepared by:** Austin Osborne
4. **Department:** County Manager **Telephone:** 775.847.0968
5. **Staff summary:** Since on or about 2008 Austin Osborne represented Storey County's regional and local planning interest on the Nevada State Land Use Planning Advisory Council (SLUPAC). With Senior Planner Kathy Canfield assuming the major roles of the Planning Department, staff finds it appropriate to appoint Ms. Canfield to serve as the primary representative on the SLUPAC council. Austin Osborne would serve as the alternate in such case that Ms. Canfield is unable to attend a council meeting. The appointment is for a four-year term. The board's appointment must be confirmed by the Nevada Governor. Until the appointment process is completed, Mr. Osborne may continue the 2019 year by serving as the primary representative and Ms. Canfield as the alternate representative on the council.
6. **Supporting materials:**
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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 10-15-2019

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Ashley Mead

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

X Department Head
[Signature]
County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. | |

Storey County Community Development

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



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

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

October 7, 2019
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **OCTOBER 15, 2019,**

COMMISSIONERS Consent Agenda:

LICENSING BOARD SECOND READINGS:

- A. Bonanno Concrete, Inc.** - Contractor / 36 Glen Carran Circle ~ Reno, NV
- B. Fraternal Order of Eagles**– Non-Profit / 36 N. B Street ~ Virginia City, NV
- C. Nevada ICF, LLC**– Contractor / 1491 Serendipity Ct. ~ Sparks, NV
- D. Transport Refrigeration Services, Inc.** – General / 2195 USA Parkway ~ McCarran, NV
- E. Chromatic Software Solutions, LLC**– General / 748 S. Meadows Pkwy ~ Reno, NV
- F. Cybermetrics Corporation.** – General / 1523 W. Whispering Wind Dr. ~ Phoenix, AZ

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office