



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

12/17/2019 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AMENDED 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 December 17, 2019.

4. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of \$1,006,974.44

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

A. Balance Staffing Workforce LLC - General / 2800 N. Cherryland Ave ~ Stockton, CA

B. IDRA North America, Inc.- General / 1510 Ann St ~ Kokomo, IN

C. Miracle Maids - Home Business / 829 Pony Express Trail ~ Dayton, NV

D. Schnabel Foundation Company - Contractor / 45240 Business Ct. #250 ~ Sterling, VA

E. Vine Staffing Inc. - General / 1 E. Liberty St. Ste. 600 ~ Reno, NV

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

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

7. **DISCUSSION/POSSIBLE ACTION:**

Approval of Resolution 19-563 Honoring Cherie Nevin.

8. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of agreement tolling possible statutes of limitation with Bankruptcy trustee Angelique Clark regarding the Cetus Mortgage case.

9. **DISCUSSION/POSSIBLE ACTION:**

Approval of Bill No. 114, the second reading of Ordinance No. 19-303, an ordinance amending Storey County Code chapter 15.04 Building and Construction, to adopt amendments to the 2018 International Wildland Urban Interface Code, amending chapter 15.08.060 Appeal from decisions, and providing for other properly related matters.

10. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of amendment to Interlocal agreement with NDOT for signal maintenance services.

11. **DISCUSSION/POSSIBLE ACTION:**

Approval of Resolution No. 19-562 requesting the assistance of the State of Nevada Attorney General in the prosecution of a criminal matter.

12. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of Certified Local Government Agreement between Storey County and State Historic Preservation Officer (SHPO).

13. **DISCUSSION/POSSIBLE ACTION:**

Approval of a donation of five (5) Panasonic Tough Book Computers. Panasonic is to donate these computers to Storey County Fire Department and Storey County Community Development for the purpose of field testing.

14. **DISCUSSION/POSSIBLE ACTION:**

Approval of business license second readings:

A. **Demar Specialties LLC** - Contractor / 2423 Finchwood Landing Ln. ~ Manteca, CA

B. **Genesis Ironworks, LLC** - Contractor / 6505 Reno Hwy ~ Fallon, NV

C. **MTU America Inc.** - General / 39525 Mackenzie Dr. ~ Novi, MI

D. **Primary Integration Solutions, Inc.** - General / 8180 Greensboro Dr. #700 ~ McLean, VA

E. **Virginia City Tours (DBA)** - Transportation / 27 N. C St. ~ Virginia City, NV

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

16. **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.

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

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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 12/12/2019; 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



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By 
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/17/2019

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

For possible action, approval of claims in the amount of \$1,006,974.44

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:**

JS Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 4I



Check Register

Packet: APPKT01375 - 2019-11-29 PR Payments CW

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
300007	USAA 529 College Savings Plans	11/26/2019	EFT	0.00	50.00	
405456	Public Employees Retirement	11/26/2019	EFT	0.00	120,281.40	
300003	AFLAC	11/29/2019	Regular	0.00	1,226.50	97844
300008	AFSCME Union	11/29/2019	Regular	0.00	606.93	97845
300001	Colonial Life & Accident	11/29/2019	Regular	0.00	111.69	97846
300011	Nevada State Treasurer	11/29/2019	Regular	0.00	4.00	97847
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	11/29/2019	Regular	0.00	46.66	97848
300010	State Collection & Disbursement Un	11/29/2019	Regular	0.00	197.70	97849
300006	Storey Co Fire Fighters Assoc	11/29/2019	Regular	0.00	1,300.00	97850
404639	VOYA RETIREMENT INS	11/29/2019	Regular	0.00	7,996.50	97851
300005	Washington National Ins	11/29/2019	Regular	0.00	518.99	97852

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	9	0.00	12,008.97
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	6	2	0.00	120,331.40
	20	11	0.00	132,340.37

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Payroll Check Register Report Summary

Pay Period: 11/11/2019-11/24/2019

Packet: PRPKT00510 - 2019-11-29 **Comp Payout PR cw**
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	8	6,426.41
Total	8	6,426.41



Payroll Check Register Report Summary

Pay Period: 11/11/2019-11/24/2019

Packet: PRPKT00510 - 2019-11-29 **Comp Payout PR cw**
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	8	6,426.41
Total	8	6,426.41

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Payroll Check Register Report Summary

Pay Period: 11/11/2019-11/24/2019

Packet: PRPKT00508 - 2019-11-29 Payroll cw

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	1,027.03
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	156	338,898.03
Total	157	339,925.06

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Check Register

Packet: APPKT01403 - 2019-12-G Regular Payments jim

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 404295	WELLS ONE COMMERCIAL CARD	12/06/2019	Bank Draft	0.00	15,001.11	DFT0000389

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	13	1	0.00	15,001.11
EFT's	0	0	0.00	0.00
	13	1	0.00	15,001.11

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Bank	Check	148	88	0.00	513,281.49
Packet Totals:		148	88	0.00	513,281.49



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12-17-2019

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

☐ County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4II

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

December 10, 2019

Via Email

Fr: Ashley Mead

Please add the following item(s) to the **DECEMBER 17, 2019,**

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. Balance Staffing Workforce LLC** - General / 2800 N. Cherryland Ave ~ Stockton, CA
- B. IDRA North America, Inc.** - General / 1510 Ann St ~ Kokomo, IN
- C. Miracle Maids** - Home Business / 829 Pony Express Trail ~ Dayton, NV
- D. Schnabel Foundation Company** - Contractor / 45240 Business Ct. #250 ~ Sterling, VA
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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: December 17, 2019

Estimate of time required: 5 min

Agenda: Consent Regular agenda ☒ Public hearing required ☐

1. **Title:** For possible action: Resolution 19-563 honoring Cherie Nevin

2. **Recommended motion** Approve Resolution 19-563 honoring Cherie Nevin

3. **Prepared by:** Jessie Fain for Austin Osborne

Department: County Manager

Telephone: 847-0968

4. **Staff summary:** To honor Cherie Nevin for 20 years of public service to Storey County

5. **Supporting materials:** Resolution 19-563

6. **Fiscal impact:**

Funds Available: n/a

Fund: General

____ Comptroller

7. **Legal review required:** n/a

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioners

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No 7

RESOLUTION NO. 19-563

A RESOLUTION HONORING CHERIE NEVIN

WHEREAS, CHERIE NEVIN has faithfully served Storey County for twenty years from 2000 to 2019; and

WHEREAS, CHERIE NEVIN is dedicated to her job and the citizens of Storey County; and

WHEREAS, CHERIE NEVIN has served with distinction, earning the respect of all she works with both locally and statewide; and

WHEREAS, CHERIE NEVIN's professional skills in several capacities have served to make Storey County a better place to live, work and play.

THEREFORE IT BE KNOWN to all present that the Board of County Commissioners of Storey County do hereby resolve to commend and honor CHERIE NEVIN for exemplary service to the people of Storey County, Nevada this 17th day of December, 2019.

PASSED and ADOPTED the 17th day of December, 2019, by the following:

AYES: McBride, Gilman and Carmona

NAYS: None

And Signed: _____
Marshall McBride, Chairman

Lance Gilman, Vice-Chairman

Jay Carmona, Commissioner

Attested: _____
Vanessa A. Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 17, 2019

Estimate of time required: 15 minutes

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

Title: FOR POSSIBLE ACTION: Consideration and possible approval of agreement tolling possible statutes of limitation with Bankruptcy trustee Angelique Clark regarding the Cetus Mortgage case.

1. **Recommended motion:** I _____ (Commissioner) move to approve the tolling agreement with Angelique Clark regarding the Cetus Mortgage bankruptcy case
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** The Cetus Mortgage, LLC (Cetus) was a licensed mortgage broker in Nevada. In 2007, Cetus arranged for loans to be made to Ronald and Brent Osborne and to Osborne Development Co. LLC in the amount of \$1,700,000.00 secured by a deed of trust encumbering a 10 acre parcel of real property located within the TRI Center. Cetus subsequently arranged for new loans secured by the same property to be made to RV and Yacht 1 llc (RV1), an entity to which the Osbornes had conveyed the property encumbered by the deed of trust. These subsequent loans were also secured by deeds of trust encumbering the TRI Center property. Cetus held a small interest in two of the deeds of trust securing the promissory notes of RV1. Cetus declared bankruptcy in 2008. In 2009 the Clerk Treasurer issued a trustees certificate as the encumbered property due to delinquent taxes and then issued a treasurer's deed in 2011. The Board of County Commissioners authorized a tax sale of the property in 2014. The tax sale occurred in October of 2014. Proceeds from the sale was \$275,000.00 of which \$179,000 was excess proceeds. Of this latter amount approximately \$160,000 was delivered to Ron Osborne, a principal in RV1. It is alleged that this sale violated the automatic stay rule of the bankruptcy code. Angelique Clark is the bankruptcy trustee over the Cetus bankruptcy and is attempting to recover funds from the tax sale and/or set aside the tax sale as being void. She is currently attempting to resolve the situation by pursuing a settlement rather than litigation. She does not want the passage of time to preclude subsequent litigation while she pursues a settlement with the County. The proposed tolling agreement accomplishes that purpose.
6. **Supporting materials:** Tolling Agreement
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.

TOLLING AGREEMENT

This Tolling Agreement ("Tolling Agreement") is entered into as of November 25, 2019, ("Effective Date"), by and between Angelique Lamberti-Clark, Trustee of Bankruptcy Estate of Cetus Mortgage, Ltd. ("Trustee") and Storey County, Nevada, a political subdivision of the State of Nevada ("Storey").

Recitals

A. Trustee is the duly appointed Trustee of the Bankruptcy Estate for Cetus Mortgage, Ltd. ("Debtor") in a chapter 7 case pending before the United States Bankruptcy Court for the District of Nevada as Case No. 08-51131 ("Bankruptcy"). The Bankruptcy was filed on July 9, 2008 ("Petition Date").

B. As of the Petition Date, the Debtor held beneficial interests under at least two deeds of trust against certain property located in Storey County, Nevada, owned by RV & Yacht 1, LLC ("RV&Y"). In May 2014 the property was identified as set forth in Exhibit "A" hereto ("Property").

C. RV&Y owed taxes to Storey and on or about June 6, 2011, Storey conducted a tax sale against the Property, and on or about June 11, 2011, it recorded a tax deed evidencing the sale of the Property.

D. The Property was ultimately conveyed to Peter McAllester, Jack E. Flower and Paula L. Flower ("Owners").

E. The Trustee asserts Storey's tax sale of the Property and any subsequent transfers of the Property are void because the tax sale violated the automatic stay provisions of 11 USC §362(a) that protected the Debtor and its property interests as of the Petition Date ("Automatic Stay").

F. The Trustee is prepared to file a complaint for declaratory relief seeking to set aside the tax sale and any subsequent sales of the Property by reason of Storey's alleged violation of the Automatic Stay ("Claims").

G. The Trustee and Storey, however, are in discussions that may result in a resolution of the Trustee's Claims.

H. A tolling agreement would allow the Trustee and Storey to continue their settlement discussions without incurring unnecessary costs pursuing litigation

I. For the reasons set forth above, the Trustee and Storey are willing to enter into this Tolling Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Trustee and Storey (hereinafter collectively the "Parties") agree as follows:

1. Ability to Assert Claims. The Parties hereby agree that the Trustee's ability to file suit asserting any Claims relating to or arising out of Storey's tax sale of the Property, and Storey's ability to assert any defenses, are preserved during the Tolling Period (defined in Paragraph 3, below).

2. Tolling, Suspension, and Waiver of Limitation Periods. The Parties agree that all statutes of limitations or repose and/or any other applicable limitation periods governing or relating in any way to the Trustee's Claims against Storey, and any other defense, doctrine, or statute that would bar the assertion of the Trustee's Claims based on or relating to the passage of time or delay, are hereby tolled, suspended, and shall cease to run from the Effective Date until the termination of the Tolling Period as set forth in Paragraph 3 below, or as set forth in any extension of this Tolling Agreement. In any action commenced by the Trustee prior to the termination of the Tolling Period, Storey agrees not to plead or otherwise assert as a defense, any statute of limitations, statute of repose, defense of laches, or any other time-based defense, rule, law, or statute that did not exist as of the Effective Date. All defenses of any kind and type that existed as of the Effective Date, if any, remain valid and unaffected by this Tolling Agreement; the Tolling Period does not improve nor hinder those defenses, if any.

3. Term of Tolling, "Tolling Period". The tolling, suspension, and waiver specified in Paragraph 2 above shall remain in effect from the Effective Date through and including June 30, 2020 (the "Tolling Period"). This deadline may be extended by further agreement of the Parties. The Parties agree to exclude the Tolling Period from any calculation or time in determining the application of any statute of limitations or repose, claim of laches, or other provision of statute, case law, rule, or regulation.

4. No Admissions. The Parties acknowledge that this Tolling Agreement has been executed in an attempt to avoid unnecessary or premature litigation and that this Tolling Agreement shall not be deemed an admission by any Party for any purpose. Furthermore, nothing in this Tolling Agreement, or in the circumstances which gave rise to this Tolling Agreement, shall be construed as an acknowledgement by any Party that any of the Trustee's Claims have, or have not, been barred, or are about to be barred, by the statutes of limitations or repose, laches, or any other defense based on the lapse of time.

5. Representations and Warranties. Each Party represents and warrants to the other Parties that: (a) that Party has carefully read this Tolling Agreement; (b) that Party understands that this Tolling Agreement contains binding provisions; (c) that Party has consulted his or its own legal counsel regarding the terms of, and the appropriateness of entering into, this Tolling Agreement; and (d) that Party is entering

into this Tolling Agreement of his or its own free will, without any threat, duress or coercion whatsoever. Each Party further represents and warrants to the other Party that the individual signing this Tolling Agreement on that Party's behalf has been duly authorized to so sign.

6. Other Provisions.

a. Amendment. No amendment to this Tolling Agreement is valid unless it is in writing, signed by the Parties, and expressly states an intent to amend this Tolling Agreement. Any purported amendment that does not conform to the requirements of this paragraph shall be null and void.

b. Entire Agreement. This Tolling Agreement constitutes the entire agreement between the Parties with respect to the subject matter it describes and supersedes all other agreements that may exist, written or oral.

c. Severability. The provisions of this Tolling Agreement shall be deemed severable, and if any provision is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

d. Counterparts. This Tolling Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute together one and the same instrument.

e. Governing Law. This Tolling Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada, without regard to choice of law rules thereof that might apply the laws or any other jurisdiction.

g. Waiver. No waiver of any provision of this Tolling Agreement shall be deemed a future or continuing waiver, nor a waiver of any provision hereof.

h. No Reliance. Each of the Parties warrants and represents that he has relied upon his own judgment and that of his independent legal counsel regarding the consideration for and terms of this Tolling Agreement and that no statements or representations made by any other of the Parties, their agents, employees, or legal counsel have influenced or induced that Party to execute this Tolling Agreement.

i. Construction and Retention of All Rights, Remedies and Defenses. This Tolling Agreement has been drafted with assistance of counsel for all Parties and shall not be construed in favor of, or against, any Party. In the event that the Trustee files a complaint against Storey relating to the Trustee's Claims, the Parties acknowledge and agree that no provision of this Tolling Agreement is intended to, nor shall be construed as, waiving, or altering any of their respective rights, remedies, claims or defenses except as provided herein.

j. Captions. The captions and headings of the sections, subsections, paragraphs, or subparagraphs of this Tolling Agreement are solely for the convenience of the Parties and are not a part of this Tolling Agreement, nor shall they be used for the interpretation or determination of the validity of this Tolling Agreement or any provision thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Tolling Agreement to be executed by their authorized representatives as of the date above written.

By _____
Angelique Lamberti-Clark, Trustee

STOREY COUNTY

By: _____
Its: _____



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: December 17, 2019

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☒

1. **Title:** Discussion and possible action on Bill No. 114, the second reading of Ordinance No. 19-303, an ordinance amending Storey County Code chapter 15.04 Buildings and Construction, to adopt amendments to the 2018 International Wildland Urban Interface Code, amending chapter 15.08.060 Appeal from decisions, and providing for other properly related matters.

2. **Recommended motion:** I move to approve the second reading of Bill No. 114, Ordinance No. 19-303.

3. **Prepared by:** Robert Morris, outside counsel
Keith Loomis, Deputy District Attorney

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:**

The Board adopted the 2018 editions of the International Codes in the fall of 2018. After approval of Ordinance No.18-293, it was sent to be codified into the Storey County Code and it was found that pages 20 and 21 were missing from the copy of the ordinance signed by the Board. This ordinance fixes the problem by adopting the missing text. Staff recommends approval of the attached ordinance.

5. **Supporting materials:** Ordinance 19-303.

6. **Fiscal impact:** No change on the fiscal impact on local government.

7. **Legal review required:** Yes _____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Community Development

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 89

Bill No. 114

Ordinance No. 19-303

Summary

An ordinance amending chapter 15.04 Buildings and Construction to adopt amendments to the 2018 International Wildland Urban Interface Code, and amending chapter 15.08.060 Appeal from decisions.

Title

An ordinance amending Storey County Code chapter 15.04 Buildings and Construction, to adopt amendments to the 2018 International Wildland Urban Interface Code, amending chapter 15.08.060 Appeal from decisions, and providing for other properly related matters.

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

Section I: Chapter 15.04 is amended as follows:

The following sections and amendments of the 2012 International Wildland Urban Interface Code are deleted:

~~WUI Section 604, Maintenance of Defensible Space:~~

~~604.4 Trees. Tree crowns extending to within 10 feet (3048 mm) of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm) or an acceptable distance as determined by the code official. Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 10 feet (1829 3048 mm) above the ground surface adjacent to the trees; or an acceptable distance as determined by the code official~~

~~604.4.1 Chimney clearance. Portions of tree crowns that extend to within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).~~

~~WUI Section 607, Storage of Firewood and Combustible Materials:~~

~~607.1 General. Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 20 30 feet (6096 mm) from~~

structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Appendix B, Vegetation Management Plan.

WUI Section B101, General:

B101.1 Scope. ~~Where required vegetation management plans shall be submitted to the code official and the State Forester Firewarden for review and approval as part of the plans required for a permit.~~

B101.2 Plan content. ~~Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:~~

- ~~1. A copy of the site defensible space plan.~~
- ~~2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.~~
- ~~3. A plan for maintaining the proposed fuel reduction measures.~~

WUI Section B102, Defensible Space Plans.

B102.1 General. ~~Where required, defensible space plans must be submitted to the code official for review and approval as part of the plans required for a permit.~~

B102.2 Plan content. ~~A defensible space plan shall include at least the following information:~~

- ~~1. Property boundaries.~~
- ~~2. Current and proposed structures on the property.~~
- ~~3. Trees and vegetation taller than 3 feet in height.~~
- ~~4. Individual plant or brush fields 20 square feet or larger in area.~~
- ~~5. Tree drip lines.~~
- ~~6. Roads and driveways in abutting the property.~~

B C. All sections of the International Fire Code and the International Wildland Urban Interface Code adopted in section 15.04.010 that refer to a board of appeals, including IFC109, are amended and ~~in order to hear and decide the~~ all appeals of orders, decisions, or determinations made by the fire marshal ~~chief, the following must follow the process in SCC 15.08.060 will be used:~~

~~1. Any person dissatisfied with the decisions of the fire chief as applied to the person's case may appeal the decision in writing to the state fire marshal for relief within thirty days from the decision of the fire chief. The state fire marshal must make a decision to uphold or reverse the decision of the building official. The decision of the state fire marshal is final and the fire chief must implement the decision.~~

~~2. If the state fire marshal agrees with the fire chief the person may pursue his legal remedies before the appropriate tribunal.~~

15.04.090 Violation--Criminal penalty.

Any person, firm, or corporation violating any provision of this chapter is guilty of a misdemeanor.

Section II: Chapter 15.08 is amended as follows:

15.08.060 Appeal from decisions.

Section ~~112~~ 113 of the IBC and IRC is replaced by the following language:

A. In order to hear and decide appeals of orders, decisions, or determinations made by the building official about the application and interpretation of the currently adopted building and uniform codes or any amendments, or any orders, decisions, or determinations made by the fire marshal about the International Fire Code, the Wildland Urban Interface code or any amendments, there is created a **building** board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and fire-safety, who are not employees of the jurisdiction. The board of appeals may not waive the requirements of this code. The building official is an ex officio member of the board of appeals and will act as its secretary, but has no vote on any matter before the board. The board of appeals appointed by the board of county commissioners will convene when an appeal has been filed. The board of appeals may adopt rules of procedure for conducting its business, and must render all decisions and findings in writing to the appellant with a duplicate copy to the building official or fire marshal, whoever was appealed.

B. The board of appeals has no authority to interpret the administrative provisions of this code except for decisions of the building official about modifications, alternative materials, alternate designs, methods of construction and uncovering work for inspections.

C. The board of county commissioners must appoint three members to the **building** board of appeals, one of whom must be an architect, engineer, or a general contractor licensed by the State of Nevada, one of whom must be a person with experience as a fire protection professional, and one of whom must represent the public at large.

The terms for all board members are for a period of two years. If a position becomes vacant for any reason, the vacancy must be filled for the duration of the unexpired term of the member by a majority vote of the board.

D. Any individual may appeal an order, decision or determination made by the building official or fire marshal, except as limited by section B above, to the board of appeals by filing a written notification of appeal with the secretary to the board of appeals within 10 working days of the decision. The board of appeals must hold a hearing within 30 days from the receipt of the written notice of appeal unless the appellant agrees to an extension of the time limit. If the applicant has not submitted written notification of appeal within the time frame, the action of the building official or fire marshal is final.

E. All hearings on appeal pursuant to this section are open to the public. All written materials introduced must be identified for the record, and the board may request the production of records and the appearance of persons necessary for their deliberations. The technical rules of evidence do not apply. Any evidence presented to the board of appeals must be relevant to the issue before the board.

F. At the conclusion of the hearing the board of appeals must rule within 20 days from the date of the hearing and state its findings and recommendations on the appeal.

Proposed on _____, 2019.

by Commissioner _____

Passed on _____, 2019.

Vote: Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2020.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: December 17, 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 amendment to Interlocal agreement with NDOT for signal maintenance services.
2. **Recommended motion:** I _____ (Commissioner) move to approve the amendment to the Interlocal Agreement with NDOT for signal maintenance services
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** Storey County has an existing interlocal agreement with NDOT to provide maintenance and repair services for the traffic signal in TRI Center. The actual services are provided by Carson City pursuant to an agreement between the County and Carson City for which Carson City is entitled to reimbursement from Storey County. Storey County is entitled to seek payment from NDOT to the extent the costs of repairs and maintenance exceed \$1,500.00 and are not covered by insurance. NDOT's engineer explains that the agreement with Storey County was set up in NDOT's system as a non-monetary account. As such, there isn't an operational way to provide any qualifying reimbursements to Storey County. The purpose of the amendments is to change the way NDOT's account is set up to provide for payments to Storey County for qualifying expenses. The amendments are more of a way of adjusting NDOT budgeting.
6. **Supporting materials:** Copy of original Interlocal Agreement and copy of proposed amendments to that agreement
7. **Fiscal impact:**
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:**
____X____ District Attorney
8. **Reviewed by:**

10
9

____ Department Head
____ County Manager

Department Name: _____
Other agency review: _____

9.

Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. _____

Amendment No. 1 to
Interlocal Agreement No. NM389-18-016

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Storey County, PO Box 435, Virginia City, NV 89440, hereinafter referred to as the "AGENCY."

WITNESSETH:

WHEREAS, on September 20, 2018, the parties entered into Agreement No. NM389-18-016 to establish roles and responsibilities for ownership, maintenance, operation, and repair of the traffic signal systems as listed by intersection; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. NM389-18-016.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement shall be amended from a non-monetary agreement to a payable agreement to allow the DEPARTMENT to reimburse the AGENCY for services, identified in provisions of Agreement No. NM389-18-016.
2. The Agreement title "INTERLOCAL AGREEMENT" shall be amended to read "SIGNAL MAINTENANCE INTERLOCAL AGREEMENT".
3. The Agreement shall be amended to change the division code from Traffic Operations to District II, to allow the District to provide funding, if required.
4. Therefore, the Agreement will be renamed from "NM389-18-016" to "P389-18-201". This will allow the DEPARTMENT to reimburse the AGENCY for services using District II funds, identified in provisions of Agreement No. NM389-18-016
5. All of the other provisions of Agreement No. NM389-18-016 dated September 20, 2018, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Storey County Public Works

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality and Form:

Title (Print)

Deputy Attorney General

Approved as to Legality and Form:

Attorney

Agreement Number NM389-18-016

INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Storey County, PO Box 435, Virginia City, NV 89440, hereinafter called the "AGENCY". Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal AGREEMENT is defined as an AGREEMENT by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

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

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for ownership, maintenance, operation, upgrade, and repair of a traffic signal systems, hereinafter called "SIGNAL SYSTEM;" and

WHEREAS, this Agreement supersedes and replaces any other existing Agreement or Agreement language pertaining to the SIGNAL SYSTEMS that govern traffic movements along the DEPARTMENT's State Maintained Highways and Routes. Portions of these SIGNAL SYSTEMS may also be located within the AGENCY's jurisdictional boundaries or may be included entirely by virtue of prior maintenance responsibilities. Exhibit A will list all SIGNAL SYSTEMS; and

WHEREAS, the SIGNAL SYSTEM services of the AGENCY will be of benefit to the DEPARTMENT, the AGENCY and to the people of the State of Nevada; and

WHEREAS, the SIGNAL SYSTEMS consist of pole foundations, signal lights, supporting arms and poles, luminaire arms and luminaires attached to signal poles, signal controller, controller cabinet and internal components, power service, battery back-up, conductors, detection system, intersection and interconnect cabling, advance flashers, and all related equipment to make the traffic signals fully functional; and

WHEREAS, capital improvements are not included in this Agreement and are defined as new SIGNAL SYSTEMS or major modifications to SIGNAL SYSTEMS in Exhibit A that otherwise need to be administered by permit; and

WHEREAS, the Parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – AGENCY AGREES

1. To operate, maintain, upgrade and provide necessary labor and electrical power for all SIGNAL SYSTEMS and all related ancillary components required to safely operate and maintain the SIGNAL SYSTEMS in Exhibit A. Maintenance, repair, upgrade and operational standards and practices shall be consistent with applicable state and national standards and guidelines.

2. To invoice the DEPARTMENT for one hundred percent (100%) of the replacement/repair cost for all SIGNAL SYSTEMS equipment replaced or repaired due to incidental damages, provided replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) and are unrecoverable by insurance or other means.

3. To invoice the DEPARTMENT for one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs associated to the SIGNAL SYSTEMS. All invoices submitted for emergency costs (unrecoverable by insurance) shall contain documentation that fully describes the emergency situation and justification for the claim.

4. To notify the DEPARTMENT in writing and obtain written approval from the DEPARTMENT for unforeseen work (not otherwise explained in this agreement) any SIGNAL SYSTEM in Exhibit A in which the AGENCY is wanting to be reimbursed by the DEPARTMENT.

5. To invoice the DEPARTMENT after maintenance, repairs, upgrade or replacement of the agreed upon work has been successfully completed by the AGENCY.

6. To submit to the DEPARTMENT any as built plans or documentation of enhanced maintenance work performed on SIGNAL SYSTEMS. The documentation submitted shall reference this Agreement number on the first page of each submittal.

7. To provide the DEPARTMENT District Engineer a list of anticipated SIGNAL SYSTEM maintenance, repairs or upgrades exceeding One Thousand Five Hundred and No/100 Dollars (\$1,500.00) each along with an estimated annual cost for which the AGENCY will request reimbursement. This list shall be delivered to the DEPARTMENT District Engineer within thirty (30) calendar days of initial execution of this agreement and by the 31st day of January of each year thereafter to enable budgeting of necessary funds. Available funding may impact approval of work requiring reimbursement.

8. To perform routine maintenance and coordinate with the DEPARTMENT Permit Office at (775) 834-8300, two (2) working days prior to performing scheduled maintenance activities and provide information regarding the nature of the activity and planned traffic control information. The Permit Office will prepare required highway restriction reports and coordinate with affected DEPARTMENT operations.

9. To notify DEPARTMENT with as much notice as possible if emergency repair activities cause significant impact to traffic, require lane closures, or require excavation through improved surfaces of the roadway. For emergencies during business hours, notify the DEPARTMENT Permit Office at (775) 834-8300 and during non-business hours, Utilities 24/7 Hotline at (775) 834-8488.

ARTICLE II - DEPARTMENT AGREES

1. To fund one hundred percent (100%) of the replacement/repair costs for SIGNAL SYSTEMS equipment replaced or repaired due to incidental damages, provided

replacement/repair costs exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) and are unrecoverable by insurance or other means.

2. To fund one hundred percent (100%) of emergency replacement or repair costs without prior written agreed upon costs (unrecoverable by insurance) associated with the SIGNAL SYSTEMS.

3. To fund one hundred percent (100%) of cost for approved unforeseen work on the SIGNAL SYSTEMS.

4. To fund one hundred percent (100%) of the costs for the anticipated SIGNAL SYSTEM maintenance, repairs or upgrades exceeding One Thousand Five Hundred and No/100 Dollars (\$1,500.00) each provided that the list is received by the DEPARTMENT District Engineer on time (as noted in Article I, Paragraph 7) and the budget for reimbursement is approved.

5. To process each of the AGENCY's invoices upon validation of costs and within thirty (30) days upon receipt.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including two years from date above. This Agreement shall be automatically renewed for an additional two-year period on the last day of each two-year term unless a Party notifies the other Party in writing within thirty (30) calendar days prior to the automatic renewal of this Agreement of its intention that this Agreement expire at the completion of the two-year term then in effect.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The DEPARTMENT retains ownership of all SIGNAL SYSTEMS that govern traffic movements along the DEPARTMENT's State Maintained Highways/Routes within the DEPARTMENT's right-of-way. Portions of these SIGNAL SYSTEMS may be located within the AGENCY's jurisdictional boundaries or may be included entirely by virtue of prior maintenance responsibilities. Exhibit A lists all applicable SIGNAL SYSTEMS.

4. A current listing of SIGNAL SYSTEMS has been mutually agreed upon and signed by both Parties and is attached as Exhibit A. As SIGNAL SYSTEMS are added and subtracted from the listing due to new construction, relinquishment of roadways or other occurrences, the DEPARTMENT District Engineer and the AGENCY Public Works Director will agree upon any revisions and sign and date an updated Exhibit A. The updated Exhibit A will replace each succeeded Exhibit A and be available in each Party's records office.

5. The AGENCY is exempt from being required to obtain a formal permit from the DEPARTMENT for routine maintenance work on the SIGNAL SYSTEMS. The required coordination with the Department Permit Office is set forth in Article I, Paragraph 8.

6. If the AGENCY annexes areas with SIGNAL SYSTEMS within DEPARTMENT rights-of-way, then this agreement shall supersede any previous agreements for these devices.

7. This Agreement may be terminated by either Party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this

Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director
Attn.: Kevin Maxwell, P.E., SLI Manager
Nevada DEPARTMENT of Transportation
Division: Traffic Operations
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7087
E-mail: kmaxwell@dot.nv.gov

FOR AGENCY:

Jason Wierzbicki, Assistant Director
Storey County Public Works
PO Box 435
Virginia City, NV 89440
Phone: (775) 847-0958
E-mail: jwierzbicki@storeycounty.org

9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

10. Failure of either Party to perform any of its obligation under this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

11. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other Party within thirty (30) calendar days of the indemnified Party's notice of actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

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

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

16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

18. Except as otherwise provided by this Agreement, all or any property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

19. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

21. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

22. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

23. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. This Agreement constitutes the entire Agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Storey County Public Works

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director _____

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General _____

Name (Print)

Title (Print)

Approved as to Form:

Attorney

Exhibit A

List of Signal Systems

Intersections along SR 439 USA Parkway

Electric Avenue

I 80 westbound ramp Intersection at the SR 439 (USA Parkway) Interchange

DocuSigned by: <i>Richard Bosch</i> District 2 Engineer	09/04/2018 Date	Storey County Public Works Director	Date
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Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12/17/2019

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☒

1. **Title:** Discussion and possible action on Resolution No. 19-562 requesting the assistance of the State of Nevada Attorney General in the prosecution of a criminal matter.

2. **Recommended motion:** I move to approve Resolution No. 19-562.

3. **Prepared by:** Anne M. Langer, District Attorney

Department: District Attorney's Office

Telephone: 775-847-0964

4. **Staff summary:**

An arrest occurred on October 13, 2019, now pending in the Virginia Township Justice Court against an individual who is accused of committing a crime wherein one of the juveniles involved in this case has a parent who works for the county, works with our office on a daily basis, and is involved with our yearly budget. The Storey County District Attorney's Office cannot prosecute the case due to the rules governing the ethics of lawyers as established by the Nevada Rules of Professional Conduct and the National Prosecution Standards from the National District Attorney's Association.

5. **Supporting materials:** Resolution No. 19-562

6. **Fiscal impact:** District Attorney's Office would have to pay any expenses incurred by the Attorney General's Office

7. **Legal review required:** Yes

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: District Attorney

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No.

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RESOLUTION NO 19-562

RESOLUTION Requesting the assistance of the Attorney General in the prosecution of a criminal matter.

WHEREAS, the Storey County District Attorney's Office ("District Attorney") is responsible for the prosecution of criminal offenses which occur within Storey County; and

WHEREAS, the District Attorney has recently been called upon to determine charges and, if appropriate, prosecute certain crimes; and

WHEREAS, in the proposed case, one of the juveniles involved in this matter has a parent who works for the county, works with our office on a daily basis, and is involved with our yearly budget; and

WHEREAS, the Storey County District Attorney cannot proceed with the litigation of the criminal conduct that has occurred due to the rules governing the ethics of the Nevada Rules of Professional Conduct and the National Prosecution Standards from the National District Attorney's Association of lawyers; and

WHEREAS, it is essential that a party who is interested in pursuing criminal charges against another party and the general public feel that the prosecutor is free of any conflict of interest or impropriety.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Storey County as follows:

1. That the Board joins in the request of the District Attorney that in accordance with the provisions of NRS 228.130, the Nevada Attorney General is to assume complete responsibility for any criminal prosecution commenced in the case of Justice Court Case Number 19 CR 00199 1F.

///

1 2. That should the Attorney General agree to assume responsibility for the
2 handling of the aforementioned case, the Treasurer of Storey County will, upon
3 submission of a duly verified claim, pay from the general fund of Storey County all
4 expenses that the Attorney General incurs in the handling and prosecution of said case.

5 **ADOPTED** this _____ day of _____, 20__.

6 BOARD OF COMMISSIONERS OF STOREY COUNTY

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8 By: _____
 MARSHALL McBRIDE, Chairman

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10 **ATTEST:**

11 _____
12 Vanessa Stephens
13 Storey County Clerk/Treasurer
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Storey County Board of County Commissioners Agenda Action Report

Meeting date: ^{Dec. 17, 2019} ~~June 18, 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 Certified Local Government Agreement between Storey County and State Historic Preservation Officer (SHPO)
2. **Recommended motion:** I _____ (Commissioner) move to approve the agreement between SHPO and County regarding the Certified Local Government Program and authorize the Chairman to sign
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** The National Historic Preservation Act encourages the preservation of historic sites and provides grants to states to accomplish that purpose. The states may certify local governments as complying with a program for historic preservation and thereby provide further grants to the certified local governments to engage in historic preservation projects. The proposed agreement sets forth the conditions which Storey County must meet to maintain its status as a certified local government authorized to participate in the grant process.
6. **Supporting materials:** CLG Agreement; Memorandum of Understanding with SHPO; copy of 1986 CLG agreement between County and SHPO
7. **Fiscal impact:**
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:**
___X___ District Attorney
8. **Reviewed by:**
____ Department Head Department Name: _____
____ County Manager Other agency review: _____

X12

9.

Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

AN AGREEMENT REGARDING THE HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT PROGRAM

WHEREAS the Nevada State Historic Preservation Officer (SHPO) has determined that Storey County, a local government in the State of Nevada, meets the basic requirements for the Certified Local Government Program as provided by the National Historic Preservation Amendments of 1980 (P.L. 96-515) and 36 CFR 61.6, programmatic guidance from the National Park Service, and further defined by the *Nevada Certified Local Government Handbook* (the Handbook).

WHEAREAS Storey County has made formal application testifying to the fact that it meets the basic requirements to be certified under the Certified Local Government Program.

NOW, THEREFORE, the SHPO certifies that the local government meets the requirements for certification, and the SHPO and Storey County agree to the following conditions:

A. Storey County agrees to do the following:

1. To pass and implement a local ordinance consistent with 36 CFR 61.6, Nevada Revised Statutes (NRS) Chapters 278, 383, and 384, and other applicable federal and state regulations and guidelines pertaining to historic preservation, and as clarified in the Handbook.
2. To comply with the Memorandum of Understanding between the Comstock Historic District Commission, Storey County and the Nevada State Historic Preservation Office.
3. To designate a representative from the local government to serve as the point of contact between the SHPO and the local government.
4. To provide for adequate public participation in local historic preservation programs, consistent with 36 CFR 61, other federal regulations and program guidance, NRS 241, and the Handbook.
5. To maintain an adequate and qualified historic preservation commission established by State or local law as required in the Handbook. Said commission shall include no less than five (5) members. A minimum of one (1) appointed commissioner will meet the *Secretary of the Interior's Professional Qualifications Standards* in a preservation-related field, as defined in the Handbook, unless alternatives have been agreed to by the undersigned. The commission will hold no less than four (4) meetings (with quorum established) per state fiscal year.
6. That at least one (1) commissioner from the local government's historic preservation commission, and the certified local government's representative as established in item 2 above, shall attend a training event related to historic preservation once per state fiscal year, as outlined in the Handbook.
7. To maintain a system for the survey and inventory of historic properties as required under 36 CFR 61.6 and clarified in the Handbook.
8. To utilize the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, including the *Standards for Treatment of Historic Properties*, in historic preservation activities, including review of alterations to properties designated as historic by the local government.

9. To supply to the SHPO, on an annual basis at minimum, documentation on updates to the local program, including new commissioners, new historic designations, changes to local ordinances or procedures, etc.
10. To maintain a partnership with the Nevada SHPO and the National Park Service under the statutes, regulations, and guidelines that govern the Certified Local Government Program, including the Nevada CLG Handbook.

B. The SHPO agrees to the following:

1. To conduct periodic reviews and audits of the certified local government at least once every four (4) years.
2. To make available, on a competitive basis with other certified local governments, at least ten percent (10%) of Nevada's Historic Preservation Fund apportionment each federal fiscal year, and additional funding as available and/or required under the Historic Preservation Fund program.
3. To comply with all other conditions outlined in 36 CFR 61.6 and the Handbook.

Execution of this Agreement evidences that the SHPO and Storey County agree to the terms as described above. This Agreement, if found lacking, can be rejected by National Park Service within fifteen (15) days of receipt. If this occurs, certification is withdrawn.

Storey County understands that decertification can occur if the local government requests it or ceases to meet any of the conditions of this Agreement.

DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES
State Historic Preservation Office

Storey County

Authorized Signature

State Historic Preservation Officer

Name & Title (please type or print)

Date: _____

Date: _____

mined that Storey County, a local government in the State of Nevada, meets the basic requirements for the Certified Local Government Program as provided by the National Historic Preservation Amendments of 1980 (P.L. 96-515) and further defined by the "Guidelines for Implementation of Certified Local Government Programs in Nevada" (see Attachment A), and Storey County has made formal application testifying to the fact that it meets the basic requirements to be certified under the Certified Local Government Program.

NOW, THEREFORE, the SHPO certifies the local government, and the SHPO and Storey County agree to the following conditions:

A. The local government agrees to do the following:

1. To enforce State and local legislation for the designation and protection of historic properties as required in the Guidelines.
2. To maintain an adequate and qualified historic preservation review commission established by State or local law as required in the Guidelines.
3. To maintain a system for the survey and inventory of historic properties as required in the Guidelines.
4. To provide for adequate public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register of Historic Places as required in the Guidelines.
5. To satisfactorily perform all responsibilities delegated to it under the Act (P.L. 96-515) as required in the Guidelines.
6. To supply the SHPO with a list and accompanying maps and surveys of the areas already designated as historic districts or of individual designated sites, to supply the SHPO with on-going information for all future surveys and designations within sixty (60) days of such designation, to supply the SHPO with a copy of the local historic preservation law or district ordinance, and to supply the SHPO with resumes of each of the

including, where appropriate, credentials or documentation of member expertise in fields related to historic preservation.

7. To adhere to all requirements of The National Register Programs Manual when dealing with Historic Preservation Fund grants and to all the grants management requirements outlined in the Guidelines.
8. To adhere to any requirements mandated by Congress pertaining to the Historic Preservation Fund.
9. To comply with all other conditions outlined in the Guidelines.

B. The SHPO agrees to the following:

1. To conduct annual reviews and audits of the certified local government as required in the Guidelines.
2. To make available to Storey County at least ten percent (10%) of Nevada's Historic Preservation Fund apportionment on a competitive basis with other certified local governments.
3. To provide assistance to the certified local government regarding historic preservation and grants management as required.
4. To comply with all other conditions outlined in the Guidelines.


Execution of this Agreement evidences that the SHPO and Storey County agree to the terms as described above. This Agreement, if found lacking, can be rejected by National Park Service within fifteen (15) days of receipt. If this occurs, certification is withdrawn. Storey County understands that decertification can occur if the local government requests it or ceases to meet any of the conditions of this Agreement.

DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES
Division of Historic Preservation
and Archeology


ROLAND D. WESTERGARD

State Historic Preservation Officer

LOCAL GOVERNMENT


Authorized Signature
Greg Hess, Chairman
Storey County Commissioners

Name/Title (please type or print)

Date: 6/11/86

ATTACHMENT A

GUIDELINES FOR IMPLEMENTATION OF CERTIFIED LOCAL GOVERNMENT PROGRAMS IN NEVADA

INTRODUCTION

Since 1966 when Congress established a preservation program for the United States, the national historic preservation program has operated as a decentralized partnership between the federal government and the States. In the simplest of terms, the federal government established a program of identification, evaluation, and protection of historic and prehistoric properties which the States, primarily, carry out.

The success of that working relationship prompted Congress to expand the partnership to provide for participation of local governments. The National Historic Preservation Amendments Act of 1980 (P.L. 96-515) provides that federal-state-local government partnership involve, at a minimum: (1) responsibility for review and approval of nominations of properties to the National Register of Historic Places; and (2) eligibility to apply to the State Historic Preservation Officer for matching funds earmarked for certified local governments. The federal Act directs the State Historic Preservation Officer and the Secretary of the Interior to certify local governments to participate in the partnership. The purpose of these guidelines is to outline how the partnership will work in Nevada.

REQUIREMENTS FOR CERTIFICATION OF LOCAL GOVERNMENTS' PROGRAMS IN NEVADA

The National Historic Preservation Act of 1966, as amended in 1980 (the Act), which establishes the certified local government (CLG) program, contains five broad minimum requirements, all of which are to be met by a local government before that government may be certified. Federal requirements, as contained in the legislation and in federal regulations 36 CFR Part 61, are further defined and amplified below to indicate the specific requirements that a Nevada local government must fulfill to be certified.

- A. To qualify for certification, a local government "must enforce state or local legislation for the designation and protection of historic properties."
 1. A qualifying local government must have a local historic preservation law or ordinance for the designation and protection of historic properties. The provisions of this ordinance must be consistent with the purposes of the Act and generally consistent with the State enabling legislation, NRS 384. Certain particulars of the provisions in the State enabling legislation, however, may be applied more broadly: for example, not only county governments, but any general purpose political subdivision, such as a city or town, may participate. Also, a local government may find it more logical and appropriate to establish an historic preservation review commission before, rather than after, designating historic districts and individual historic properties.
 2. A qualifying local government must have established an historic preservation review commission (the Commission) by ordinance. By that ordinance the Commission membership must meet certain qualifications (see Section B), and by that ordinance the Commission must have specific powers within the overall power of the local government, as specified below. The role and responsibilities of the Commission and of a qualifying local government in general must be complementary to and carried out in coordination with those

of the SHPO as outlined in Section 36 CFR 61.4(b) of federal regulations.

- a. The Commission may initiate the designation of local historic districts and individual historic properties.
- b. The Commission shall review all proposed designations of historic districts and individual historic properties to ensure that all such designations are consistent with local survey (see Section C) and to ensure specifically that all boundaries of designated districts and individual properties are clearly and appropriately delineated in conformance to the survey and to National Register criteria and guidelines where appropriate.
- c. The Commission shall review and render decisions on the appropriateness of all proposed alterations to and proposed relocations of all structures or sites within the boundaries of locally designated historic districts. In rendering decisions, the Commission should use the Secretary of the Interior's Standards for Rehabilitation or standards that at least incorporate and/or are generally consistent with the Secretary's Standards. When the Secretary's Standards are not used specifically, then the Commission must use standards that can be approved by the SHPO as being consistent, to a satisfactory degree, with the Secretary's Standards. The SHPO will offer advice to any local government or Commission on how its standards might be revised to achieve this requirement for consistency.
- d. The Commission shall review and render decisions on the appropriateness of any proposed demolition within the boundaries of historic districts.
- e. The Commission shall review and render a decision on the appropriateness of all proposed new construction within the boundaries of historic districts.

- f. It is strongly encouraged that the Commission also have review powers regarding the appropriateness of proposed alterations, relocations, and demolitions that affect local historic properties, designated individually.
- g. In the review requirements set forth in subsections c-f above, the Commission must specifically consider the effect of any such action on known or discovered archeological resources. The SHPO is available for consultation regarding any questions pertaining to archeological resources and will make every effort to provide assistance expeditiously in response to any request for consultation or any formal submission of plans or other information from a local government regarding any local actions that may impact (or, inadvertently, are impacting) archeological resources.
- h. All applications for review by the Commission should be approved or disapproved within sixty (60) days of the receipt of all the information necessary for the Commission to render a fully informed and responsible decision. The Commission will develop and make readily available to applicants information and guidelines of the application materials necessary for submittal.
- i. Decisions of the Commission regarding the appropriateness of improvements in locally designated historic districts must be binding upon applicants, except when taken to appeal as outlined in NRS 384.210 or by similar provisions in local law or ordinance. Provisions for enforcing decisions and the right of appeal must exist in local historic preservation law or ordinance or in a general zoning ordinance.
- j. The local government shall not issue a building permit for work within a district unless a certification of appropriateness from the Commission accompanies the application. The local government shall prosecute

violations of the terms of the certificate of appropriateness.

- B. A qualifying local government shall have established "by State or local law an adequate and qualified historic preservation review commission."
1. Each certified local government shall have a Commission with a minimum of five (5) members.
 2. All members must have demonstrated interest, competence, or knowledge in historic preservation.
 3. The appointing authority shall make every attempt to appoint as many members of the Commission as possible from among qualified professionals in the disciplines of history, archeology (historical or prehistorical), and architecture and architectural history.
 4. At minimum, members of the Commission must include a representative designated by the SHPO and at least two (2) qualified professional members from among the disciplines of history, archeology (historical or prehistorical), and architecture and architectural history.
 5. If the local government can demonstrate that it has made a reasonable effort to fill these professional positions and that one or both of such qualified professionals are not available in the community, these positions may be filled by professionals in other historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, or cultural anthropology.
 6. If the local government can demonstrate that it has made a reasonable effort to fill these two professional positions by qualified professionals in any historic preservation-related discipline and that such qualified professionals are not available in the community, the local government may still be certified. Such certification would be made at the discretion of the SHPO and may be based on the consideration of all factors surrounding the local government's potential participation in the program as a CLG.

7. When a professional discipline is not represented in Commission membership, the Commission must seek expertise in this area when considering National Register nominations and other actions that will impact properties that are normally evaluated by a professional in such discipline. This may be accomplished through consulting with universities, private consultants, regional planning commissions, or by other means deemed appropriate by the SHPO.
8. The terms of office of Commission members shall be governed by State law regarding advisory boards (NRS 232A.020) if the Commission or historic district are established by State law. If the Commission is established through local ordinance, the terms of office of commissioners shall be similar to that described by NRS 232A.020. Requests for reasonable exceptions shall be reviewed for approval by the SHPO.
9. The State shall make available orientation materials and training to all local Commissions in order to help them acquire working knowledge of program standards, criteria, and guidelines and of the procedures, roles, and operations of federal, State, and local historic preservation programs.
10. It is the responsibility of the Commission to participate in orientation and training conducted or recommended by the SHPO regarding National Register Programs and related activities.

C. A qualifying local government shall "maintain a system for the survey and inventory of historic properties."

1. A qualifying local government must have a complete survey in conformance to National Park Service and SHPO standards, or must be working toward such a survey of historic properties and archeological sites within its entire area of jurisdiction.
2. A qualifying local government's survey and inventory effort must be coordinated with and complementary to those of the State.

3. A qualifying local government must consult the SHPO regarding the guidelines that must be used for local survey and inventory systems that will ensure that such systems and the data they produce can be readily integrated into the statewide comprehensive historic preservation planning and other appropriate planning processes.
 4. All survey and inventory data must meet specific requirements.
 - a. Data must be in a format that is compatible and consistent with the Nevada Historic Preservation Plan.
 - b. Property evaluation must be based on the National Register criteria as defined in 36 CFR Part 60 and supporting guidance materials.
 - c. Data must be accessible to the public, except with regard to sensitive information on the location of archeological sites.
 - d. Data must be updated periodically.
 5. The system for the survey and inventory of historic properties will be reviewed annually by the SHPO.
 6. Survey and inventory data shall be used as the basis for all local designations of historic districts and individual properties, including the delineation of boundaries, unless already designated by law or ordinance.
 7. A detailed inventory of designated districts, sites, and/or structures under the specific jurisdiction of the local government and specifically of its Commission must be maintained.
- D. A qualifying local government shall "provide for adequate public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register."
1. All meetings of Commissions shall adhere to the Nevada Open Meeting Law (NRS 241) and encourage public reaction and comment on activities.
 2. Commission meetings must occur at regular intervals at least six (6) times a year.

3. Careful minutes of all actions of the Commission must be kept on file and available for public inspection.
 4. All decisions by the Commission shall be made in a public forum.
- E. A qualifying local government shall "satisfactorily perform all the responsibilities delegated to it under the Act."
1. A qualifying local government shall meet, maintain, and fulfill all of the requirements, both general and specific, set forth in sections A through D above, and perform all responsibilities required therein.
 2. A qualifying local government shall participate in the process of nominating properties to the National Register of Historic Places consistent with the requirements contained in Section 101(c)(2) of the National Historic Preservation Act.
 - a. CLG participation in the nomination process cannot include the authority to nominate properties directly to the National Register.
 - b. Before a property within the jurisdiction of a CLG may be considered by the State to be nominated to the Secretary for inclusion on the National Register, the SHPO shall notify the owner, the applicable chief local elected official, and the local historic preservation commission. The Commission, after discussing the nomination in an open meeting at which the public has the opportunity to comment, shall prepare a report as to whether such a property, in its opinion, meets the criteria of the National Register. Within sixty (60) days of notice from the SHPO, the chief elected official shall transmit the report of the Commission and her or his recommendation to the SHPO. After receipt of such report and recommendation (except as provided in subsection c below), or if no such report and recommendation are received within the sixty days, the State shall make the nomination pursuant to required procedures. The State may expedite

such process with the concurrence of the CLG.

- c. If both the Commission and the chief elected official recommend that a property not be nominated to the National Register, the SHPO shall take no further action unless within thirty (30) days of the receipt of such recommendation to the SHPO, an appeal from the public or any agency is filed with the State. If such an appeal is filed, the State shall continue with nomination procedures.
 - d. Any report and recommendations made under these regulations shall be included with any nominations submitted by the State to the Secretary (see Section D).
3. A qualifying local government must work toward the nomination of eligible properties to the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended.
 4. A qualifying local government and specifically its Commission shall assist the SHPO in providing information on the National Register programs. In particular, this may include, but not be limited to, assisting in the preparation of National Register nominations, assisting in interpreting and/or disseminating information on the Secretary of the Interior's Standards for Rehabilitation, National Register criteria, appropriate historic preservation techniques, etc.; and providing information on program procedures and appropriate referrals.

PROCESS FOR CERTIFICATION OF LOCAL GOVERNMENTS IN NEVADA

A state may begin certification of local governments as soon as the state's proposed certification process is approved by the Secretary of the Interior.

- A. The chief elected official of the local government shall request certification from the Nevada SHPO. The request for certification shall include:
 1. A written assurance by the chief elected official that the local government meets and will fulfill and maintain all the standards for certification

outlined above in "Requirements for Certification of Local Government Programs in Nevada."

2. A list and accompanying maps and surveys of the areas already designated as historic districts or of individual designated sites. In addition, the State requires on-going information for all future surveys and designations submitted within sixty (60) days of such designation.
 3. A copy of the local historic preservation law or district ordinance.
 4. Resumes of each of the members of the historic preservation review commission including, where appropriate, credentials or documentation of member expertise in fields related to historic preservation.
- B. The SHPO shall respond to the chief elected official within forty-five (45) days of receipt of an adequately documented, written request. The request for certification from the local government will be judged in view of the nature of its existing historic preservation program and by its ability to meet the requirements of the certified local government program. When a local government certification request has been approved by the State, the SHPO shall prepare a written certification agreement that lists the specific responsibilities of the local government when certified. These responsibilities will include those listed above in "Requirements for Certification of Local Government Programs in Nevada." The approved request and the certification agreement will be forwarded to the Secretary by the State. If the Secretary does not take exception to the request within fifteen (15) working days of receipt, the local government shall be regarded as certified by the Secretary.

PROCESS FOR MONITORING AND DECERTIFICATION OF CERTIFIED LOCAL GOVERNMENTS IN NEVADA

- A. The SHPO shall conduct annual reviews and audits of certified local governments to ensure that each local government is fulfilling the program requirements. In addition, the SHPO will monitor the certified local government by periodical review of the program and by attendance of a representative at commission meetings.

The certified local government shall provide the SHPO with an annual report detailing preservation activities, accomplishments, expenses, and proposed budget for the next year. The certified local government will also make the records of the administration of funds allocated from the Historic Preservation Fund and any other requested and/or pertinent records available to the SHPO.

- B. If the SHPO evaluation indicates that the performance of the certified local government needs improvement, the SHPO shall document that assessment and recommend to the local government steps to bring its performance up to an acceptable level. To meet this end, the SHPO shall provide advice and assistance to the local government. The certified local government shall have a period of not less than thirty (30), nor more than one hundred eighty (180), days to implement improvements. If the SHPO determines that sufficient improvement has not occurred, the SHPO shall recommend decertification of the local government to the Secretary of the Interior citing specific reasons for the recommendation.

1. Standards by which the performance of the certified local government will be evaluated include:
 - a. funding projects which are inconsistent with the Nevada Historic Preservation Plan, including the archaeological component to the Plan, or with directives from the Secretary;
 - b. failure to comply with the State grants manual and/or the OMB Circular A-102, Attachment G, Standards for Grantee Financial Management Systems;
 - c. failure to maintain a qualified commission;
 - d. failure to work toward the completion of a survey;
 - e. failure to implement adequate standards when evaluating demolition, alterations, or new construction within the district or districts; and
 - f. failure to meet any of the other requirements for certification of

local government programs in Nevada outlined in these regulations.

2. When decertification occurs, the SHPO will suspend and terminate financial assistance to the local government under the certified local government grant. The procedures for this suspension will follow those specified in The National Register Programs Manual and its supplements. It is the SHPO's responsibility to conduct financial assistance close-out procedures as specified in the Manual when a local government is decertified.
- C. Certified local governments may petition the SHPO to be decertified voluntarily and without prejudice.

ALLOCATION FORMULA AND PROCEDURES

In order to be eligible to receive a portion of the local share of the Historic Preservation Fund (HPF) allocation to Nevada, the Department of Interior requires that each certified local government:

- A. shall have adequate financial management systems which:
 1. meet federal standards in the Office of Management and Budget (OMB) Circular A-102, Attachment G, Standards for Grantee Financial Management Systems;
 2. are auditable in accordance with General Accounting Office's Standards for Audit of Governmental Organization, Programs, Activities, and Function; and
 3. are annually evaluated by the SHPO in accordance with OMB Circular A-102, Attachment P, Audit Requirements, or with whatever requirements OMB may substitute.
- B. adhere to all requirements of The National Register Programs Manual and its supplements. Indirect costs may be charged as part of the certified local government grant only if the certified local government meets the requirements of the Manual. The SHPO will advise the certified local government on The National Register Programs Manual; and
- C. adhere to any requirements mandated by Congress pertaining to the HPF.

The Secretary will advise the State of any such requirement. The SHPO will, in turn, inform the certified local government.

The Nevada SHPO is prepared to assist all local governments in developing and implementing financial management systems which meet the requirements listed above. A share of the HPF allocation to Nevada will be available to certified local governments on a 50/50 matching basis for historic preservation activities and projects. (At present, federal law provides that at least 10% of the HPF allocation to Nevada be set aside for transfer to certified local governments. At such time as Congress may appropriate more than \$65 million to the HPF, one-half of the excess will also be transferred to the certified local governments according to procedures provided by the Secretary of the Interior.) The State may transfer more than 10% unless otherwise prohibited. All certified local governments shall be eligible to receive funds from the certified local government share of the State's total HPF grant award. The State is not required to award funds to all governments that are eligible to receive funds. The intent is to use HPF assistance to augment, rather than replace, existing local commitment to historic preservation activities. Certified local governments may participate in the review and approval of National Register nominations whether or not they elect to apply for HPF transfer funds.

Certified local governments receiving HPF grants from the certified local government share will be considered subgrantees of the State. The certified local government requirements shall be included in the State's required written grant agreement with the local government. Transferred funds will not be applied as matching share for any other federal grant. Any State-directed specific uses of funds are to be activities that are eligible for HPF assistance and are to be consistent with the State comprehensive historic preservation planning process.

The State will award funds on a competitive basis to certified local governments. The amount awarded to any applicant will be sufficient to accomplish specific goals. The State will ensure that there is a reasonable distribution between urban and rural

areas in the State. The State will also distribute funds among the maximum number of eligible local governments possible while still ensuring that the funds allotted are sufficient to achieve a specific impact. The requirement for tangible results may not be waived, even if there are many otherwise eligible applicants for the amount set aside for the certified local government share. The State will ensure that there is a reasonable distribution in all areas of the State and that no certified local government receives a disproportionate share of the allocation. The State will make available to the public, upon request, the rationale for the applicants selected and the amounts awarded.

Certified local government application for funds will be guided by the following timetable:

1. The Department of the Interior notifies the SHPO of the projected annual allocation (planning figure).
2. Within thirty (30) days of receipt, the SHPO will notify certified local governments of amounts of funds available.
3. Within sixty (60) days of receipt of notification, interested certified local governments will send applications to the SHPO.
4. Within thirty (30) days after the SHPO receives formal obligations of funds from the Department of the Interior, the SHPO will notify local governments of grant awards.

The SHPO will award funds on a competitive basis to certified local governments based on the following priorities:

1. Administration of local preservation programs with emphasis on completion of survey.
2. Administration of local preservation programs with emphasis on completion of National Register nominations.
3. Administration of local preservation programs with emphasis on high priority items outlined in the Nevada Historic Preservation Plan.

In addition, the SHPO will evaluate all proposals based on the following criteria:

1. Clearly stated and specific goals that are realistically attainable within the funding period.
 2. Demonstration of an understanding of State and local preservation priorities, including efforts to advance the identification, evaluation, and protection of prehistoric and historic properties significant to Nevada's prehistory and history, and efforts to ensure maintenance of these properties.
 3. Assurance of acceptable matching share (50%).
-



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 12/17/19

Estimate of time required: 30 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Approval of a donation of five (5) Panasonic Tough Book Computers. Panasonic is to donate these computers to Storey County Fire Department and Storey County Community Development for the purpose of field testing.
2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve five (5) Panasonic Tough Book computers to be tested by the Storey County Fire Department and the Fire Marshal. The computer would be used for field operations, investigations and inspections.
- 3.
2. **Prepared by:** Martin Azevedo, Fire Marshal
4. **Department:** Community Development **Telephone:** 775.847.0966
5. **Staff summary:** N/A
6. **Supporting materials:** Comments and questions outside of the board meeting should be directed to the Fire Marshal at 775.847.0966 or mazevedo@storeycounty.org. Public comments will be discussed at the board meeting.
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: Community Development
____ County Manager _____ Other agency review: _____
10. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No. 12



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 12-17-2019

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. 1213

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

December 10, 2019
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **DECEMBER 17, 2019,**

COMMISSIONERS Consent Agenda:

LICENSING BOARD SECOND READINGS:

- A. Demar Specialties LLC** - Contractor / 2423 Finchwood Landing Ln. ~ Manteca, CA
- B. Genesis Ironworks, LLC** - Contractor / 6505 Reno Hwy ~ Fallon, NV
- C. MTU America Inc.** - General / 39525 Mackenzie Dr. ~ Novi, MI
- D. Primary Integration Solutions, Inc.** - General / 8180 Greensboro Dr. #700 ~ McLean, VA
- E. Virginia City Tours (DBA)** - Transportation / 27 N. C St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office