



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

06/02/2020 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA*

AGENDA

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

Further, due to the Governor's mandated steps to protect against the spread of COVID-19, the Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

***Join Zoom Meeting:**

<https://zoom.us/j/597519448>

Meeting ID: 597 519 448

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Meeting ID: 597 519 448

Find your local number: <https://zoom.us/j/597519448>

**For additional information or supporting documents please contact the
Storey County Clerk's Office at 775-847-0969.**

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
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/FOR POSSIBLE ACTION:**

Approval of the Agenda for June 2, 2020

4. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of the Meeting Minutes for April 21, 2020

5. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of \$738,847.71

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

- a. BLC Coating, LLC - Out of County/1220 E. Greg St. Ste. #2 ~ Sparks, NV
- b. Elite Roof Systems & Solutions LLC - Contractor/507 Summer St. ~ Fernley, NV
- c. Haws Corporation - Out of County/1455 Kleppe Lane ~ Sparks, NV
- d. Norman Ventures LLC - Contractor/401 Ryland St. Ste. 205 ~ Reno, NV
- e. Slimpickins Construction - Handyman/141 S. L St. ~ Virginia City, NV

III For possible action, approval of the Storey County Treasurer's Affidavit of Mailing Past Due Notice for all Delinquent Parcels.

IV For possible action, approval of first reading of a General Home Business License for Highland Arms, Internet Firearm Sales, applicants are: Calvin, Pamela and Jacob Wiley, 2538 Cartwright Rd., Reno, NV 89521.

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

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

8. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action to accept easement for a waterline crossing a parcel of real property near the Divide bearing APN 001-041-10 from Hess Construction in return for waiving the fees for a commercial water and sewer hook-up for the property on which the easement has been granted.

9. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action to approve contract with Nevada Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and with the Nevada Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS) regarding the administration of services determining the eligibility of applicants and the eligibility of medical services provided eligible applicants for Medicaid payments and addressing the County's portion of those payments.

10. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Stipulation (Stipulation #4) between Storey County and the Tahoe-Reno Industrial Center LLC (TRI Center) addressing additional revenues to be included as project revenues that are available to retire outstanding vouchers issued by Storey County to TRI Center, providing for the retirement of vouchers in the amount of four million dollars by TRI Center in lieu of constructing a fire station and park, for the conveyance of real property (APN 005-041-65) to Storey County by TRI Center as a location for constructing a new fire station and other matters properly related thereto.

11. DISCUSSION/FOR POSSIBLE ACTION:

Move general "Public Comment" toward the beginning and end of each agenda of the Board of Storey County Commissioners until further notice.

12. DISCUSSION/FOR POSSIBLE ACTION:

Authorize the county manager to approve proposals from Sierra Builders and Pezzonella-Ferrari Consulting to complete the first phase of work to the V&T Freight Depot Building consisting of structural repairs to the roof on an hourly basis with a total number not to exceed \$108,025.00.

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval regarding Resolution No. 20-577 Storey County Hazardous Mitigation Plan.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval regarding Amended Resolution No. 20-573 granting the Storey County Senior Center the sum of \$377,716.00 for the purpose of maintain the Storey

County Senior Center and for providing programs and services to seniors to promote independent and healthy lifestyles.

15. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and Possible approval of Termination of Easement providing for termination of the non-exclusive easement provided by the Nevada Division of State Lands (State Lands) to Storey County for maintenance of the bridge where the USA Parkway crosses the Truckee River and conveying the easement back to State Lands. Long term maintenance of the bridge will be completed by NDOT.

16. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of second reading of Bill No. 120, Ordinance 20-309, providing for whistleblower protections as required by AB 274 of the 2019 Legislative Session.

17. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of revised settlement agreement between International Investments, the Peri Trusts and Vanessa Stephens as Storey County Treasurer and Tax Receiver in Case No. 18 RP 00002 1E filed in the First Judicial District Court.

18. DISCUSSION/FOR POSSIBLE ACTION:

Approval of business license second readings:

- a. Bergelectric-Helix JV II - Contractor/3182 Lionshead Ave ~ Carlsbad, CA

19. PUBLIC COMMENT (No Action)

20. 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.

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 05/27/2020; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By 
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/02/2020

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for April 21, 2020

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

THURSDAY, APRIL 21, 2020 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL via zoom: Chairman McBride, Vice Chairman Carmona, Commissioner Gilman, County Manager Austin Osborne, Clerk-Treasurer Vanessa Stephens, District Attorney Anne Langer, Communications Director Dave Ballard, Assessor Jana Seddon, Management Analyst Jessie Fain, Recorder Marney Hansen-Martinez, Planner Kathy Canfield, Administrative Officer Jennifer Chapman, Community Development Director Martin Azevedo, Fire Chief Jeff Nevin, Superintendent Todd Hess, Sheriff Gerald Antinoro, Comptroller Jennifer McCain, Human Resources Jeanne Greene, Tourism Director Deny Dotson, Community Chest Director Erik Schoen, Emergency Management Director Joe Curtis, Community Relations Director Lara Mather, Senior Center Director Stacey York, RAD Strategies Ronele Dotson, Justice of the Peace Eileen Herrington

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

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

2. PLEDGE OF ALLEGIANCE

Chairman McBride led the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for April 21, 2020.

County Manager Osborne asked to continue items 10 and 12 to May 5, 2020.

Public Comment: None

Motion: I move to approve the Agenda for April 21, 2020, with the noted modifications, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Special Meeting Minutes for March 17, 2020.

Public Comment: None

Motion: I move to approve the Minutes for March 17, 2020, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. CONSENT AGENDA:

I. For possible action, approval of claims in the amount of \$2,270,395.83

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

- A. Heritage Roofing – Contractor / 878 Northwood Blvd. ~ Incline Village, NV
- B. PC Connection Sales Corporation – Out of County / 730 Milford Rd. ~ Merrimack, NH
- C. Western Concrete Cutting LLC– Contractor / 7855 Las Plumas Dr. ~ Sparks, NV

III. For possible action, approval of the Justice Court Quarterly Report

Public Comment: None

Motion: I move to approve the Consent Agenda, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Senior Center Director Stacey York:

- It's Census time – census takers are not allowed to go out door to door. Residents are asked to complete the census on-line at www.census.nv.gov or call 1-844-330-2020, or mail in the questionnaire. The deadline has been continued.

Administrative Officer/HR Director Jen Chapman:

- We continue to follow CDC guidelines as well as encouraging remote work to keep everyone safe.

Community Development Director/Fire Marshal Martin Azevedo:

- Inspections are continuing – most are remote with face-time or photos.
- Permits are still being closed out on existing projects.
- Projects and companies in the Industrial Park are taking precautions – including testing people coming into facilities.

Interim Comptroller Jennifer McCain:

- Tentative budget has been submitted to the Department of Taxation. Meetings will be held next week with staff to determine any adjustments to the final budget due to the Covid event.

Fire Chief Jeff Nevin:

- They have made minor changes in safety precautions for all employees due to Covid 19.

County Manager Austin Osborne:

- Welcome Martin Azevedo as the permanent Community Development Director and Fire Marshal.

Commissioners Carmona and Gilman also welcomed Mr. Azevedo as Community Development Director.

County Clerk Vanessa Stephens:

- Sample ballots were mailed out last week. Any questions, contact the County Clerk's office.

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

Commissioner Gilman:

- Has anyone received any information from the Governor regarding opening or partial opening of the State or County?

Chairman McBride heard that the Governor may hold a press conference this afternoon. We look forward to hearing if he has any plans for Nevada.

Chairman McBride:

- Congratulations to Mr. Azevedo. A lot of good candidates were interviewed.
- Storey County has been successful so far to weather this event. Everyone is encouraged to keep up what they are doing.

8. DISCUSSION/POSSIBLE ACTION: Approval of letter to Storey County residents and businesses regarding actions the county is taking to protect and assist its citizens during the COVID-19 emergency.

Mr. Osborne explained the purpose of this letter - a public information statement to residents and businesses of the County to let them know what is being done overall as a team.

Chairman McBride commented that the letter is well written with a lot of information.

Vice Chairman Carmona said (the letter) is very thorough.

Mr. Osborne: All department heads were involved in this process and are welcome to comment. Mr. Osborne read the letter:

"Dear Residents and Businesses of Storey County:

The Board of Storey County Commissioners provides the following summary of its efforts to respond to COVID-19 impacts to our community. We hope that you find this information useful.

- **Where can I find information?**
 - Official County website: www.storeycounty.org/607/Coronavirus-COVID-19-Updates
 - County Facebook: <https://www.facebook.com/StoreyCounty/> (no Facebook account needed)
 - Receive auto-alerts sign-up: <https://www.storeycounty.org/list.aspx>
 - County Manager's office at 775.847.0968 or email hr@storeycounty.org
 - Carson City Health & Human Services <https://gethealthycarsoncity.org>
 - Nevada Health Response: <https://nvhealthresponse.nv.gov>

- **What would we do with a positive case?**

Currently, there are no known cases of COVID-19 in Storey County. The following summarizes possible response if such were to occur.

- Health experts of the Quad-County Health Coalition (Carson, Douglas, Lyon, and Storey) receive earliest notification of any positive case. Relevant, HIPAA compliant information may be shared with Storey County.
- The Health Coalition would confirm whether the case is invalid, presumptive, or confirmed. There may be testing, travel history review, and other inquiries about the subject person.
- The confirmed subject case may undergo separation such as home-quarantine or other as appropriate, usually for 14 days.
- Others with whom the subject recently interacted may be contacted and assessed.
- The Health Coalition would monitor the subject's health condition and status until recovery.
- Storey County and its partners including Senior Services, Community Chest, school district, Food Bank, and others may coordinate services to the subject. Services could include food, prescriptions, errands, mail, and other services as appropriate for the case.
- Note: Federal HIPAA regulations require strict medical confidentiality.

- **How is Storey County managing the health emergency?**

The Storey County Emergency Operation Center (EOC) joined the Quad-County Health Coalition and Quad-County Regional Emergency Management Center which includes Storey, Lyon, Douglas, and Carson City counties. The regional EOC is in Carson City. The EOC team is working 24-hours on:

- Monitoring COVID-19 cases and reports;
- Preparing for what may and may not come;
- Communicating with state and federal agencies, local EOC teams, and the public;
- Coordinating with health agencies and providers to manage planning and response;
- Managing emergency declaration FEMA and other funding opportunities;
- Coordinating a testing station to be placed in Carson City for the region. There are federal delays as many resources are going to "hot-spots" like New York;
- Storey County has declared an emergency related to COVID-19, thus making it eligible for FEMA and other federal financial reimbursement and assistance.

- **Are Storey County offices open for business?**

County services remain open but under the following limitations:

- Walk-in restrictions apply, hours are modified, and appointments are encouraged.
- Online, phone, and mail in services are provide. Call each office for details.
- Online credit card processing fees are waived for water, sewer, taxes, etc.
- Some offices have drop-boxes available. Call for availability.

- DMV is closed. Waivers for registration and renewals statewide are expected.
- Water/sewer non-payment disconnects are halted for VC, Gold Hill, and Silver City.
- Certain court cases are postponed. Call Justice Court at 775.847.0962 for info.
- Storey County remains open with increased sanitation and social distancing measures.
- Contact the County Manager's Office at 775.847.0968 or hr@storeycounty.org with questions or concerns.
- **Can I open my business?**
 - Many local businesses have stayed open after the Governor's closure of "non-essential" businesses by providing curbside pickup, take-out, online services, and other means which maintain social distancing.
 - Home-based businesses may do the same so long as they follow the Governor's directives.
 - If a business is considered to be "essential" and provides food, supplies, fuel, or power., such as those at TRI, it may remain open.
 - If you are unsure of whether or not your business can be open, contact the Nevada Governor's Office of Economic Development 775.687.9900.
- **How will Storey County help VC businesses recover?**
 - The Virginia City Tourism Commission (VCTC) is working with event managers to reschedule and avoid canceling VC events. Our team is developing marketing and event strategies expedite recovery of the local economy following the COVID-19 matter.
 - The VCTC is preparing a marketing campaign focused on the Reno-Sparks and northern California region following the COVID-19 event. They are budgeting accordingly for 2020.
 - The VCTC is preparing an advertising event after COVID-19 to remind folks that Virginia City is open for business.
 - Small Business Administration (SBA) federal loans and grant assistance and means to navigate the complex enrollments systems are posted on the county COVID-19 website.
- **What about our seniors?**
 - Storey County Senior Services provides drive-thru meal services and Meals-on-Wheels. Call 775.847.0957 for more information
 - Senior Services provides rides and runs errands for groceries, Rx, and doctor appointments. Call 775.847.0957.
 - Community Chest provides case management and counseling offered through tele-health; Healthcare Clinic is open Monday afternoon and all-day Wednesday; attendees asked to call first if they feel ill; still providing food boxes through Food Pantry at the Community Center; call 775.297.1267 for assistance.
- **Where do I get information about our schools?**
 - The Storey County team communicates weekly with the Storey County School District superintendent to plan community services around school closures.

- Storey County schools provide some of Nevada's top e-learning programs.
- Updates are provided at <http://www.storey.k12.nv.us/>.
- **Where do I report COVID-19 incidents?**
 - Residents, businesses, employees, and employers should report COVID-19 concerns to Carson City Health and Human Services hotline at 775.283.4789
www.gethealthycarsoncity.org/novel-coronavirus-2019/ .
 - Anyone may call the County Manager's office at 775.847.0968 for local assistance.

We thank you all for your understanding and cooperation during this emergency”.

Public Comment:

Joe Curtis, Emergency Management Director:

- The Quad-County has a total of 61 cases at this time - 46 active; 15 recovered.
- Storey County has 0 cases, which is likely due to the minimal population and early shutdown of the whole community with no tourists coming in.
- Regional hospitals are reporting only a 45% occupancy rate.
- The County has an infectious disease plan in the event we have a case/cases. There are plans in effect to ensure any positive residents comply with the infectious disease plan.
- If, and when, vaccinations may be available, plans will be made to determine where this where this would take place.
- There are daily communications with Quad-County emergency operations as well as other agencies, jurisdictions, and resources the County is involved with.
- Tesla has provided space for the State to store supplies that are coming in for hospitals and doctors, etc.
- Public service announcements have gone out from the Quad-County enlisting the cooperation of residents for social distancing and other activities.
- Possibility of a plan has been discussed limiting number of members in a congregation, number of patrons in a business, maintaining social distancing, use of masks, washing hands often and use of hand sanitizer – for small businesses in the Quad-County area.
- The Federal Government is looking at 1% community-based testing for the Quad-County area. Planning is being worked on. The State has hired an independent contractor to do the testing. A basic plan for the County has been developed.
- Preparedness for such an event for the Quad-Counties began 10 years ago with the H1/N1 virus.
- Positive cases are logged by the State Board of Health based on the County residence of the person.
- The County did a survey of all areas in 2019 asking residents about their degree of preparedness and health issues in the event of evacuation. This was conducted by the Carson City Health & Human Services Planning section who has been designated by the State to assist Storey County during the course of this COVID 19 situation. The survey was given to 20% of the residents.
- A “point of distribution” exercise was at National Night Out last summer so that residents would know where to go within County locations if necessary.
- Information is being put on the County's website daily, sometimes more often. Resource information is included.

- Emergency Management maintains close coordination with the Senior Citizens, Public Works, Fire and Sheriff Departments.
- PPE has been obtained for Fire and Sheriff personnel. Hand and surface sanitizer, and masks, have been provided to County personnel. We are in good shape with all of this equipment. A report is made to the State daily on usage of these products.
- Storey, Douglas, and Lyon counties have been consolidated into the Carson City Health & Human Services system.

Mr. Curtis proposed that Storey, along with Douglas and Lyon counties, look into becoming formally involved with Carson City Health & Human Services to provide health services as they have during this emergency. All would be on the same page in health management. This is a discussion that had already started and we should get back to it after this settles down.

Mr. Curtis reviewed the history of how the Quad County Multi-Agency Coordination Group was formed - based on the fact not one of these counties had the resources to deal with many potential emergencies. The Quad County managers conduct daily briefings during this situation.

A plan is being discussed for the Quad Counties to purchase a fair amount of supplies to be stockpiled for the future. This would prevent playing "catch up" and competing for supplies from the State or donations. Items would probably be stored in Storey County.

We continue to plan for the safety of County personnel, maintaining safety supplies, developing plans to get community businesses open, for a full recovery of County business and tourism, planning for the future, and how to make it easier or to mitigate this type of event next time around - by working as a team, as has been done the last two months, with the interests of businesses, residents, our economy, and our employees in mind.

Chairman McBride thanked Mr. Curtis for the great briefing.

Vice Chairman Carmona: Glad to hear the Quad Counties are working so well together. Also that (Storey County) will be stock piling supplies for the Quad Counties now and for future events.

Commissioner Gilman: Read the Governor is not anywhere close to opening the State and medical professionals are recommending shutdown maybe through the end of May, or longer. It is important to keep everyone safe and he does not see any relief coming soon.

Jen Chapman: County services remain open with some restrictions - including walk-in restrictions, some offices have modified hours of business.

- Public are encouraged to make appointments.
- Each office is treated separately depending on services offered.
- Contact information for County offices is posted.
- Enhanced cleaning measures are being taken along with social distancing and spacing people out.
- Tele-work for employees is encouraged when it is an option.
- DMV is not open.
- Late fees are being waived in certain instances.

- Employees that are working are provided with personal protective equipment. Cleaning and washing hands are encouraged.

Deny Dotson: Tourism is one of the biggest, most influential drivers in the world. The huge cut in tourism lodging is tough. The Commission previously approved a \$1.8 million budget. This has been cut to \$1.2 million and looking to still be able to conduct business. Layoffs are not being considered. We are looking at what the Governor does. We hear that events could be restricted longer than just opening up the State, which would be devastating for Virginia City. The focus will be on local residents and merchants – what we can do for them. Non-essential spending has been cut.

Events still being considered: Women with Wheels car show and Spring Street Vibrations are still holding on; no decision yet for Memorial Day Parade. Close contact is being kept with promoters of all big events. Some bigger events have been rescheduled for fall.

Mr. Dotson hopes the Governor will look at easing up for rural tourism – there is more open air and (events) can be spread out as wide as needed. This is the life blood of this community and could be devastating.

There will be communication with merchants to see what they need and what can be done. From the merchant's Facebook page, it appears that very few have been able to obtain loans or relief assistance. This needs to be discussed. Town Hall meetings and/or Zoom calls may be good for the merchants. Marketing focus will be on the merchants – maybe a "welcome back" party (with limitations).

It is fortunate to have a Tourism Commission that understands the importance of tourism. Once there is direction from the Governor, we can plan accordingly.

Commissioner Gilman: Can merchants be polled to develop an idea of how many have access to Federal funds. He would like to share any information with contacts in Washington DC.

Mr. Dotson said he would work on that.

Chairman McBride: Having a "Zoom" meeting may be a good way to have merchants participate in meetings going forward.

Commissioner Gilman: It would be good to know if (merchants) applied and have they been successful. He has made application for several businesses and has had a variety of success.

Erik Schoen: There is a Paycheck Protection loan (PPE) and an Emergency Disaster loan.

Mr. Dotson: We could put this out on the "merchant page" to see if and what they have applied for. There should be good response very quickly.

Chairman McBride: Some people may want to respond confidentially.

Mr. Dotson: There could be an option to include name or stay confidential.

Stacey York, Senior Services Director:

- Lockwood and Virginia City area Meals on Wheels is now open to anyone 60 years or older. Give Lockwood 24-hour notice; Virginia City area, call the day before.
- Meals are available every day at both locations from 12 noon to 1PM. \$5 fee for 59 and younger; 60 and over, a suggested donation – you do not need to pay.
- Food pantries: Lockwood – open Saturday (drive-thru) 11 AM to 12:45 PM, or call for delivery; Mark Twain – open Saturday by appointment, call 775 241-0930; Virginia City – call or drive-thru. Delivery is available.
- There is no age restriction for food pantries. Prior to this Covid event, about 100 families were served; currently 250 families (600 people).
- For case management, call any one of the centers.
- Transportation is being provided in the Virginia City area – picking up prescriptions, grocery shopping, doctor's appointments, and essential services needed.
- Service can be provided to anyone in quarantine with no contact.

Chairman McBride thanked Ms. York for the great service. The numbers are incredible.

Vice Chairman Carmona: 600 being served, thank you for the great job.

Commissioner Gilman: Agreed.

Erik Schoen, Community Chest Director:

- All counseling and case management services are now on “tele-health”. To get established, contact the 24-hour line – 775 297-1267.
- The expectation after this immediate crisis, is that there will be an increase in mental health needs and substance abuse. We will be able to deal with this.
- People are connecting (virtually) with employment training opportunities.
- With the “in-home family case management program”, Community Chest is connecting with parents who have children 0 to 5, who need additional “hands-on-work” which is being done virtually. A “virtual pajama party” was held connecting people emotionally and socially.
- All youth program classrooms and lesson planning are being offered virtually.
- Daily “brain breaks” are being held elementary and middle school children. They can have art and cooking lessons at home.
- Library cards are still available on-line (website).
- Community resiliency forums are being offered geared to residents who need to connect emotionally through this time. The forum is held each Monday, 12:30 to 1PM, and 4:30 to 5PM.
- The Health Clinic is providing services virtually. Call Nevada Health Center at 1-800-787-2568 to make an appointment Monday through Friday.
- Counseling services are offered for free.
- Domestic Violence Advocacy continues to provide support.
- Case managers are available to help people with unemployment filings.
- Help can be provided to those having trouble filling out the 2020 Census by calling Community Chest.

Chairman McBride thanked Mr. Schoen for everything Community Chest is doing.

Mr. Schoen said they have been approved for an Emergency Economic Injury Disaster Loan which should help get them through this.

Vice Chair Carmona complimented Erik and his team for an outstanding job. Commissioner Gilman agreed.

Todd Hess, Storey County School District Superintendent:

- The last day of school was March 13th. They are anxiously awaiting the Governor's announcement about returning.
- The Governor called all School Districts. Mr. Hess said he was proud to report that Storey County was the first public district to provide lap-tops and chrome books to every student, K through 12.
- Schools are not just distance learning – staff has contacted each student. Through a lot of hard work, every student has access to the internet. World class education is being offered to our students.
- The (District's) transportation department is looking to serve Storey County in any way they can. They are on-site every day. They can pick things up or drop things off.
- Counselors and social workers are doing a great job staying in touch with all students.
- If the (Governor's) May 14th deadline is extended, that will end spring sports for the season.
- As businesses look to re-open, schools are too. Schools are daycare for the workforce.
- All students will keep their laptops throughout the summer so learning can continue. The goal is for kids to "hit their marks" where they are supposed to be by mid-August.
- Next year's budget will have to be cut by potentially 10% - assuming we're back to work by mid-May. There's a hiring freeze for all essential personnel, including teachers. Capital projects will be put on hold.
- A capital improvement meeting will be held this week.
- The proposal for senior graduation is a "Comstock" graduation. Coming to the High School in the back of your car, a truck, whatever – spread out. The National Anthem will be sung. Vehicles will be driven onto the football field – graduates will grab their diploma from an ore cart, take a picture, and come back to R Street.
- Mr. Hess showed the School District's new logo – Stay Strong! Stay Storey!

Chairman McBride said he hopes the Governor calls "all clear" soon – it would be nice to have a traditional senior graduation. We'll do what we have to do! He likes the idea of showing up in the back of a pickup truck.

Vice Chairman Carmona thanked Mr. Hess – he is very pleased with the School District.

Commissioner Gilman: Just received a report stating Florida schools have closed for the rest of the school year.

Austin Osborne:

- Everyone on the County team has been very supportive in the handling of this event.
- The County is working to remain open while keeping employees and the community safe. Situations that need to be addressed – everything from sanitation stations to limited hours, individualized employment plans, and many other things. All to ensure the County can stay open through this emergency.

- The County has forgiven rents on businesses where the County is a landlord.
- Certain fees have been waived, as well as water & disconnects, late payments, and no payments to lessen impact on residents. We can come back to those at a later time.
- Community PIO's go out daily, sometimes hourly. The website and social media are updated often.
- The RAD team is working with us on social media updates – sometimes daily.
- There is a link to economic development with as much SBA information as possible, on the Covid 19 webpage. With the help of the Porter team, NACO, and the County's team, summary of the large amount of information coming from the Federal Government is posted on the website. Hopefully, these sources are helpful to businesses – things like personnel protection funding, SBA grant assistance, and forgiveness elements.

Erik Schoen: Mr. Gilman has been successful with PPP funds. We applied the first moment in March.

- First the Emergency Injury Disaster Loan (EIDL) - like a line of credit. Funds are drawn down as needed with a 2.75% interest rate for non-profit and 3.75% on for-profit businesses. Access to funds lasts as long as a Disaster Declaration is in place. After it is lifted, the balance will convert to a 30-year loan to be paid back in installments, with no pre-payment penalty. The first \$15,000 borrowed will be forgiven. Go to the SBA website.
- PPP funds are restricted more to payroll costs – 25% can be used for operating costs. If employees are kept fully employed for 8 weeks, the entire amount can be forgiven.
- Businesses that have a relationship with a smaller institution may have a better shot at getting the funds.

Commissioner Gilman commented that 25% of the PPP loan funds can be used for mortgages, utilities, and other things listed, and still be a forgiven loan. Erik did a great job explaining that.

Mr. Gilman received new guidelines today on the President's phases 1, 2, and 3. More money is going to be released, focusing on more on small business. Hopefully, we can focus more on the C Street businesses.

Mr. Schoen said accepting EIDL funds does not preclude someone from receiving PPP funds. If a small business needs funds, apply for both. If both approved, they can choose which one would better fit their needs. He encourages people to get applications in.

Commissioner Gilman said he is continuously receiving news. He feels (the County) will be held closed longer than we would like to see – unless something changes dramatically.

Mr. Osborne: Erik's narrative (on how to apply for funds) was posted on the County's social media Covid page. It is very helpful.

Mr. Gilman commented that anyone applying for unemployment should apply every week (until they get through) as the rules are changing weekly.

Mr. Osborne: It (applying for unemployment) has been a complicated mess. Also, the final budget is being worked on – we will end up with a balanced budget. Department heads are prepared to not spend funds budgeted depending on the current situation. Items such as the VCTC and its special

revenues are being watched – the sales tax, room tax, costs of events, and what may or may happen with events. We are being careful to promote the town and work with what we have.

In the General Fund, sales tax will be watched. There may be people not paying their property tax – it may take a couple of years to recover those funds. Permits and fees could be heavily impacted by reduced construction.

Public Comment:

Nicole Barde, Storey County resident, commended the team on the summary of what is being done. Everyone is doing a great work. The letter is very good and clear. She suggested adding that the VC dump is open and what the hours are. The comment made about applying numerous times for unemployment may be worth saying in the letter in addition to the link that is provided. Eric's comment about bank relationship is key. More information should be included regarding the Covid website and where to go for testing. Un-employed residents and merchants are frustrated.

Mr. Osborne reviewed amendments/additions to the letter based on comments received:

- The substance abuse hotline # 297-1267;
- 600 seniors were helped by Senior Services;
- \$1,000 per month is being provided to Community Chest and Senior Services by the Fraternal Order of Eagles (\$500/month each);
- Community Chest provides early youth and social services – ages 0 through high school. Mr. Osborne asked Mr. Schoen to provide links that he can include in the letter.
- Waste Management transfer station is open at no cost.
- Unemployment challenges.

Lara Mather said she believes it is 600 people served by Senior Services, rather than 600 seniors.

Mr. Osborne explained the letter would be as it is now with the amendments referred to.

Motion: I, Jay Carmona, motion to approve the enclosed letter to Storey County residents and businesses regarding actions the County is taking to protect and assist its citizens during the Covid 19 emergency, with the noted modifications, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

10. DISCUSSION/POSSIBLE ACTION: 2nd reading for approval of a Cabaret License for the Roasting House, 55 N C St., Virginia City, NV 89440 – Applicants are Robert & Mandy Manyose. Continued to May 5, 2020.

11. RECESS TO RECONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

12. DISCUSSION/POSSIBLE ACTION: Approval of 2nd reading for General Business License for The Roasting House, 55 N C St., Virginia City, NV 89440. Applicants are Robert & Mandy Manyose. Continued to May 5, 2020.

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

- A. Hexagon Metrology, Inc. - General / 250 Circuit Dr ~ North Kingston, RI
- B. Staffing Technical Services Inc.- General / 528 W Roosevelt Rd. ~ Wheaton, IL

On behalf of Community Development, Mr. Osborne, recommends approval of items A. and B. Chairman McBride read the two businesses: Hexagon Metrology, Inc., and Staffing Technical Services.

Public Comment: None

Motion: I, Jay Carmona, motion to approve the second reading of business licenses A and B, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. PUBLIC COMMENT (No Action) None

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

The meeting was adjourned by the Chair at 1:56 PM

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer

16. CALL TO ORDER CLOSED SESSION



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/02/2020

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. For possible action, approval of claims in the amount of \$738,847.71
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:**

V.S. Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. **Board action:**

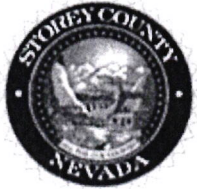
☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 51



Check Register

Packet: APPKT01930 - 2020-05-22 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405902	Aeromix Systems, Inc	05/22/2020	Regular	0.00	62,025.00	99358
101589	AIRGAS NCN INC	05/22/2020	Regular	0.00	357.39	99359
405020	ALL COMSTOCK LLC	05/22/2020	Regular	0.00	4,000.00	99360
400481	ALLISON, MACKENZIE, LTD	05/22/2020	Regular	0.00	2,372.05	99361
100135	ALSCO INC	05/22/2020	Regular	0.00	174.39	99362
403619	AT&T TELECONFERENCE SERVI	05/22/2020	Regular	0.00	233.86	99363
100285	AVS DEVELOPMENT LTD	05/22/2020	Regular	0.00	250.00	99364
100422	BOB BARKER COMPANY INC	05/22/2020	Regular	0.00	94.71	99365
404693	BOURNS PRODUCTIONS INC.	05/22/2020	Regular	0.00	2,240.00	99366
404634	BRANDON, RUSSELL D	05/22/2020	Regular	0.00	60.00	99367
100486	CAPITOL REPORTERS	05/22/2020	Regular	0.00	575.00	99368
404500	CARSON DODGE CHRYSLER INC	05/22/2020	Regular	0.00	56.84	99369
404216	CARSON VALLEY OIL CO INC	05/22/2020	Regular	0.00	1,844.86	99370
100597	CASHMAN EQUIPMENT CORP	05/22/2020	Regular	0.00	363.53	99371
405797	Central Nevada GIS and Cartography	05/22/2020	Regular	0.00	427.50	99372
403635	CENTRAL SANITARY SUPPLY	05/22/2020	Regular	0.00	128.53	99373
405235	CHARTWELL STAFFING SERV	05/22/2020	Regular	0.00	2,587.50	99374
405134	CMC TIRE INC	05/22/2020	Regular	0.00	5,157.32	99375
99652	COMSTOCK CHRONICLE (VC)	05/22/2020	Regular	0.00	1,803.49	99376
405216	CONVERGEONE, INC	05/22/2020	Regular	0.00	2,014.80	99377
103247	COSTCO WHOLESALE MEMBERSH	05/22/2020	Regular	0.00	120.00	99378
404801	CREATIVE CONSULTING SOLUT	05/22/2020	Regular	0.00	4,500.00	99379
403547	CROP PRODUCTION SERV INC	05/22/2020	Regular	0.00	676.00	99380
404466	DAIOHS USA INC	05/22/2020	Regular	0.00	179.85	99381
404547	ELLIOTT AUTO SUPPLY INC	05/22/2020	Regular	0.00	197.06	99382
405008	ERICKSON THORPE & SWAINSTON L	05/22/2020	Regular	0.00	558.00	99383
404509	FASTENAL COMPANY	05/22/2020	Regular	0.00	838.30	99384
403975	FERRELLGAS LP	05/22/2020	Regular	0.00	1,093.75	99385
405901	Glowniak, Stanley	05/22/2020	Regular	0.00	400.00	99386
101899	GRAINGER	05/22/2020	Regular	0.00	36.00	99387
103470	GREAT BASIN TERMITE & PES	05/22/2020	Regular	0.00	325.00	99388
404394	GTP INVESTMENTS LLC	05/22/2020	Regular	0.00	1,098.22	99389
404778	HAT, LTD	05/22/2020	Regular	0.00	1,364.16	99390
102983	HD SUPPLY FACIL MAINT LTD	05/22/2020	Regular	0.00	100.95	99391
403040	HENRY SCHEIN	05/22/2020	Regular	0.00	1,740.04	99392
403753	HOT SPOT BROADBAND INC	05/22/2020	Regular	0.00	82.50	99393
102564	HYDRAULIC INDUSTRIAL SERV	05/22/2020	Regular	0.00	304.43	99394
404328	INTERCEPT INC	05/22/2020	Regular	0.00	480.00	99395
100885	IRON MOUNTAIN INFO MGT IN	05/22/2020	Regular	0.00	354.45	99396
403834	IT1 SOURCE LLC	05/22/2020	Regular	0.00	25,843.92	99397
404583	JAMES C MCLENNAN MDPC	05/22/2020	Regular	0.00	500.00	99398
103317	JBP LLC	05/22/2020	Regular	0.00	1,557.47	99399
405801	K&H Printers - Lithographers, Inc	05/22/2020	Regular	0.00	15,143.38	99400
103489	KIMBALL MIDWEST	05/22/2020	Regular	0.00	138.00	99401
101040	L N CURTIS & SONS	05/22/2020	Regular	0.00	1,129.80	99402
404105	LEND A CHEK	05/22/2020	Regular	0.00	83.32	99403
404102	LIQUID BLUE EVENTS LLC	05/22/2020	Regular	0.00	4,728.89	99404
404102	LIQUID BLUE EVENTS LLC	05/22/2020	Regular	0.00	2,300.00	99405
405092	LOCKWOOD COMMUNITY CORP	05/22/2020	Regular	0.00	4,891.60	99406
405548	Lumos & Associates, Inc	05/22/2020	Regular	0.00	875.00	99407
405560	Mancuso, James V	05/22/2020	Regular	0.00	300.00	99408
403032	MCCAIN, JENNIFER	05/22/2020	Regular	0.00	1,005.82	99409
403629	MIGAN, TAMARA	05/22/2020	Regular	0.00	44.95	99410
101228	NEV ADMIN BLDG & GROUNDS	05/22/2020	Regular	0.00	4,765.32	99411

Check Register

Packet: APPKT01930-2020-05-22 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101335	NEV DEPT TAXATION	05/22/2020	Regular	0.00	73.57	99412
101335	NEV DEPT TAXATION	05/22/2020	Regular	0.00	68.30	99413
101026	NEV LEGISLATIVE COUNSEL	05/22/2020	Regular	0.00	223.73	99414
404357	NEVADA OCCUPATIONAL HLTH	05/22/2020	Regular	0.00	260.00	99415
404654	NORIDIAN MEDICARE	05/22/2020	Regular	0.00	626.33	99416
102782	OFFICE DEPOT INC	05/22/2020	Regular	0.00	2.23	99417
402926	OFFSITE DATA DEPOT, LLC	05/22/2020	Regular	0.00	328.17	99418
404118	OPTUMINSIGHT INC	05/22/2020	Regular	0.00	277.50	99419
405127	O'REILLY AUTO ENTERPRISES LLC	05/22/2020	Regular	0.00	554.71	99420
404870	OSBORNE, JOAN	05/22/2020	Regular	0.00	1,485.00	99421
101825	PETERBILT TRUCK PARTS & E	05/22/2020	Regular	0.00	10.56	99422
101435	PITNEY BOWES GLOBAL (LEA)	05/22/2020	Regular	0.00	1,065.81	99423
101434	PITNEY BOWES INC	05/22/2020	Regular	0.00	174.99	99424
103032	POWERPLAN	05/22/2020	Regular	0.00	241.17	99425
103221	PUBLIC EMPLOY RETIREMENT RETIREI	05/22/2020	Regular	0.00	2,122.28	99426
100348	PURCELL TIRE & RUBBER CO	05/22/2020	Regular	0.00	235.26	99427
404797	PYROGUYS, INC	05/22/2020	Regular	0.00	7,500.00	99428
405055	RANSON, DAVID	05/22/2020	Regular	0.00	400.00	99429
402937	RAY MORGAN CO INC (CA)	05/22/2020	Regular	0.00	276.12	99430
405777	Reno Brake, Inc	05/22/2020	Regular	0.00	207.26	99431
101520	RENO PAINT MART	05/22/2020	Regular	0.00	54.70	99432
403943	RENO TAHOE TERRITORY	05/22/2020	Regular	0.00	150.00	99433
10026	RUPPCO INC	05/22/2020	Regular	0.00	379.50	99434
103241	SBC GLOBAL SERVICES IN LD	05/22/2020	Regular	0.00	32.40	99435
101210	SBC GLOBAL SERVICES INC	05/22/2020	Regular	0.00	2,553.55	99436
405081	SHERMARK DISTRIBUTORS INC	05/22/2020	Regular	0.00	336.00	99437
102461	SIERRA CONTROL SYSTEMS	05/22/2020	Regular	0.00	20,129.00	99438
403384	SMITHS FOOD & DRUG CENTER	05/22/2020	Regular	0.00	119.38	99439
403234	SPALLONE, DOMINIC J III	05/22/2020	Regular	0.00	946.22	99440
101726	ST CO SENIOR CENTER(VC)	05/22/2020	Regular	0.00	3,034.24	99441
402848	STAFFORD, MARK	05/22/2020	Regular	0.00	8,175.00	99442
405475	Staples Contract & Commercial, Inc	05/22/2020	Regular	0.00	404.46	99443
404675	SUPERIOR POOL PRODUCTS	05/22/2020	Regular	0.00	48.90	99444
403971	SYN TECH SYSTEMS INC	05/22/2020	Regular	0.00	1,100.00	99445
405904	Tatro, John J.	05/22/2020	Regular	0.00	125.00	99446
405114	TAX MANAGEMENT ASSC INC	05/22/2020	Regular	0.00	9,800.00	99447
404615	THE ANTOS AGENCY	05/22/2020	Regular	0.00	714.00	99448
404845	THOMAS PETROLEUM LLC	05/22/2020	Regular	0.00	2,292.64	99449
102311	THORNDAL,ARMSTRONG,DELK,	05/22/2020	Regular	0.00	540.00	99450
404030	TIJSELING, DICK G	05/22/2020	Regular	0.00	120.00	99451
405112	TYLER TECHNOLOGIES, INC	05/22/2020	Regular	0.00	500.00	99452
403983	VCTC	05/22/2020	Regular	0.00	500.00	99453
403723	VIRGINIA HIGHLANDS VFD	05/22/2020	Regular	0.00	1,250.00	99454
402820	WALKER & ASSOCIATES	05/22/2020	Regular	0.00	2,083.00	99455
103080	WATERS SEPTIC TANK SV DBA	05/22/2020	Regular	0.00	740.00	99456
101920	WESTERN NEVADA SUPPLY CO	05/22/2020	Regular	0.00	726.85	99457
403997	WOOD, CORLISS	05/22/2020	Regular	0.00	5.28	99458

Check Register

Vendor Number
404295

Vendor Name
WELLS ONE COMMERCIAL CARD

Payment Date
05/22/2020

Payment Type
Bank Draft

Discount Amount
0.00

Payment Amount
18,622.96

Number
DFT0000528

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	169	101	0.00	237,516.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	1	0.00	18,622.96
EFT's	0	0	0.00	0.00
	189	102	0.00	256,139.02

Approved by the Storey County Board of Commissioners:

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

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2020	256,139.02
			<u>256,139.02</u>



Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 05/13/2020 - 05/20/2020

5/14/2020 12:06:44 PM



Payroll Check Register Report Summary

Pay Period: 5/13/2020-5/13/2020

Type	Count	Amount
Regular Checks	1	136.27
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	1	136.27

Approved by the Storey County Board of Commissioners:

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



Payroll Check Register

Report Summary

Pay Period: 4/27/2020-5/10/2020

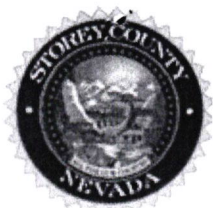
Packet: PRPKT00717 - 2020-05-15 Payroll sl

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	869.02
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	159	328,794.75
Total	160	329,663.77

Approved by the Storey County Board of Commissioners:

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



Check Register

Packet: APPKT01897 - 2020-05-15 PR Payment sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	05/15/2020	EFT	0.00	85,714.50	10104
404869	SCSO EMPLOYEES ASSOCIATIO	05/15/2020	EFT	0.00	531.00	10105
300007	USAA 529 College Savings Plans	05/15/2020	EFT	0.00	50.00	10106
300003	AFLAC	05/15/2020	Regular	0.00	2,435.50	99345
300008	AFSCME Union	05/15/2020	Regular	0.00	594.22	99346
405610	California State Disbursement Unit	05/15/2020	Regular	0.00	291.69	99347
405519	Cigna Health and Life Insurance Con	05/15/2020	Regular	0.00	7,150.87	99348
300001	Colonial Life & Accident	05/15/2020	Regular	0.00	103.38	99349
404704	DVM INSURANCE AGENCY	05/15/2020	Regular	0.00	103.07	99350
405264	FIDELITY SEC LIFE INS CO	05/15/2020	Regular	0.00	66.93	99351
300011	Nevada State Treasurer	05/15/2020	Regular	0.00	4.00	99352
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	05/15/2020	Regular	0.00	46.66	99353
300010	State Collection & Disbursement Un	05/15/2020	Regular	0.00	197.70	99354
300006	Storey Co Fire Fighters Assoc	05/15/2020	Regular	0.00	1,250.00	99355
404639	VOYA RETIREMENT INS	05/15/2020	Regular	0.00	7,942.50	99356
300005	Washington National Ins	05/15/2020	Regular	0.00	518.99	99357

Bank Code AP Bank Summary

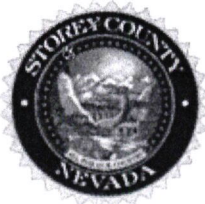
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	13	0.00	20,705.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	5	3	0.00	86,295.50
	31	16	0.00	107,001.01

Approved by the Storey County Board of Commissioners:

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

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2020	107,001.01
			<u>107,001.01</u>



Check Register

Packet: APPKT01899 - 2020-05-15 PERs 715 SL

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	05/15/2020	EFT	0.00	35,639.97	10107

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	0	0	0.00	0.00
EFT's	2	1	0.00	35,639.97
	2	1	0.00	35,639.97

Approved by the Storey County Board of Commissioners:

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

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2020	35,639.97
			<u>35,639.97</u>



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06-02-2020

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

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

3. **Prepared by:** Ashley Mead

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

[Signature]
____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 5II

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

May 24, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 2, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. BLC Coating, LLC** – Out-of County / 1220 E. Greg St. Ste. #2 ~ Sparks, NV
- B. Elite Roof Systems & Solutions LLC** – Contractor / 507 Summer St. ~ Fernley, NV
- C. Haws Corporation** – Out-of-County / 1455 Kleppe Lane ~ Sparks, NV
- D. Norman Ventures LLC** – Contractor / 401 Ryland St. Ste. 205 ~ Reno, NV
- E. Slimpickins Constuction** – Handyman / 141 S. L St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 0-5 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For possible action, approval of the Storey County Treasurer's Affidavit of Mailing Past Due Notice for all Delinquent Parcels.

2. **Recommended motion:** Approve as part of the Consent Agenda

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775-847-0969

4. **Staff summary:** Annual approval of affidavit stating the number of notices mailed and returned.

5. **Supporting materials:** Affidavit is attached.

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒

Department Head

Department Name: Commissioner's Office

County Manager

Other agency review: _____

9. **Board action:**

☐

Approved

☐

Approved with Modifications

☐

Denied

☐

Continued

Agenda Item No. 5 III

**STOREY COUNTY
TREASURERS AFFIDAVIT OF MAILING
PAST DUE NOTICE FOR ALL
DELINQUENT PARCELS**

PER NRS 361.5648

I, VANESSA STEPHENS, Treasurer and Ex-Officio Tax Receiver for the County of Storey, State of Nevada, do hereby affirm that I have mailed past due notices to all property owners who are delinquent in their taxes for the 2019/2020 tax year. I affirm that these notices were mailed on March 30, 2020. They were mailed and returned as follows:

TOTAL DELINQUENT NOTICES MAILED:	449
TOTAL DELINQUENT NOTICES RETURNED:	18
TOTAL DELINQUENT NOTICES UNDELIVERABLE	7

DATED THIS 1st DAY OF MAY 2020



**Vanessa Stephens
Storey County Clerk-Treasurer**

APPROVED THIS 2nd DAY OF JUNE 2020

**Chairman Marshall McBride
Storey County Board of Commissioner**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/2/20

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** 1st reading for approval of a General Home Based Business License for Highland Arms, Internet Firearm Sales, Applicants are: Calvin, Pamela and Jacob Willey, 2538 Cartwright Rd., Reno, NV 89521.

2. **Recommended motion:** I motion to approve the 1st reading for a General Home Based Business License for Highland Arms, Internet Firearm Sales, Applicants are: Calvin, Pamela and Jacob Willey, 2538 Cartwright Rd., Reno, NV 89521.

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

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 1st reading for approval of a General Home Based Business License for Highland Arms, Internet Firearm Sales, Applicants are: Calvin, Pamela and Jacob Willey, 2538 Cartwright Rd., Reno, NV 89521.

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

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

 X Department Head

Department Name: Gerald Antinoro

___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5IV



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

May 18, 2020

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

Fr: Brandy Gavenda

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

Please add the following item(s) to the June 2, 2020 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

1. General Business License – Highland Arms, Internet Firearm Sales, Home based business, 2538 Cartwright Rd., Reno, NV 89521.

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 15 minutes

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

1. **Title:** Consideration and possible action to accept easement for a waterline crossing a parcel of real property near the Divide bearing APN 001-041-10 from Hess Construction in return for waiving the fees for a commercial water and sewer hook-up for the property on which the easement has been granted.

2. **Recommended motion:** I move to accept the easement for a waterline crossing a parcel of real property bearing APN 001-041-10 from Hess Construction and waive the hook-up fees for a commercial water and sewer hook-up to that property and authorize the chairman to sign.

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** The easement for a waterline includes, which includes the right to maintain the line and is part of the Five-Mile waterline replacement. Historically the waterline has crossed the real property owned by Hess Construction but an extensive search for documentation of a legal right to cross the property has not been found. Arguably there exists a prescriptive right to cross the property. The decision was made, however, to obtain a clear legal right to cross the property and to maintain the waterline.

5. **Supporting materials:** Proposed waterline easement

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **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. 8

WHEN RECORDED, RETURN TO:

Storey County Public Works
P.O. Box 435
Virginia City, NV 89440

APN: 001-041-10

WATERLINE EASEMENT

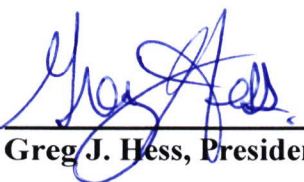
Hess Construction Inc. a Nevada corporation, hereinafter referred to as "Grantor", for one dollar (\$1), the grant of a single commercial water and sewer hookup to the property bearing APN 001-041-10, and other good and valuable consideration, receipt of which is hereby acknowledged does hereby grant and convey to **Storey County**, a political subdivision of the State of Nevada hereby referred to as the "Grantee": (i) a perpetual nonexclusive easement for a water pipeline; and (ii) a perpetual, nonexclusive easement for the purpose of constructing, repairing and maintaining the water pipeline (the "Improvement"), over, under and across that certain real property described in Exhibit "A", attached hereto, (the "Property"). All real property described herein is located in Storey County, Nevada.

1. Laws, Permits, Approvals. Grantee shall comply with all applicable laws in their use of the easement and the Property and shall obtain all permits and approvals required by Storey County or any other applicable government entity in connection with Grantee's use of the Property as permitted hereunder.
2. Non-exclusivity. This is a nonexclusive easement and Grantor shall have the right to use any and all of its property for access and utilities to Grantor's parcel of which the Property is a portion, or for another use that does not unreasonably interfere with Grantee's rights granted herein.
3. Maintenance and Repair. Grantee shall have the sole responsibility for maintenance and repair of the Property for the uses and purposes hereof. Grantee shall repair and maintain the Property and Improvements to a high standard of quality.
4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, employees and agents from any and all claims of any kind including attorney's fees made against Grantor, its officers, employees and agents arising out of Grantee's exercise of its rights pursuant to the easement hereby granted.
5. Damages. Grantee will be responsible for any damages proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Improvements, to any tangible, personal property or improvements owned by Grantor and located on the Property on the date Grantor signs the grant of waterline easement.

6. Successors and Assigns. This Agreement shall be binding upon all parties and their heirs, successors, and assigns, and is intended to run with the land and to bind the successors in interest to the Property.

GRANTOR:

HESS Construction Inc.

By: 
Greg J. Hess, President

Dated 5-19-2020

GRANTEE:

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

**Storey County Board of County
Commissioners**

By: _____
Marshall McBride, Chairman

Dated: _____

ATTEST:

By: _____
Vanessa Stephens
Storey County Clerk

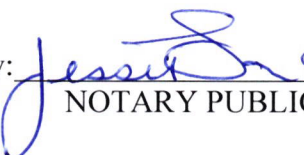
STATE OF NEVADA)

SS.

COUNTY OF STOREY)

This instrument was acknowledged before me on May 19, 2020 by

Greg J. Hess as President of Hess Construction Inc., a Nevada Corporations.

By: 
NOTARY PUBLIC

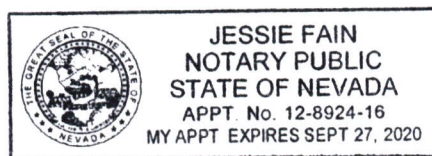


EXHIBIT "A"
LEGAL DESCRIPTION FOR
WATER LINE EASEMENT
A.P.N. 001-041-10

All that certain real property lying within a portion of the Northwest One-Quarter (NW 1/4) of Section Thirty-Two (32), Township Seventeen (17) North, Range Twenty-One (21) East, Mount Diablo Base Meridian, in Virginia City, County of Storey, State of Nevada, being a portion of Lot 1 per the Parcel Map for "Hess Construction, Inc.", recorded on January 18, 2006 as Document 103079, filed in the Official Records of Storey County, being a ten (10) foot wide easement, lying five (5) feet on each side of the following described centerline:

BEGINNING on the northwesterly boundary of said Lot 1, from which the southwesterly most corner of said lot, marked by a 5/8" rebar & cap-PLS 2617, bears, South 24°08'10" West, 50.12 feet;

THENCE departing said boundary, South 55°20'28 East, 139.95 feet to the north right-of-way of Ophir Grade Road as shown on said parcel map, also being the **POINT OF TERMINUS**, from which said southwesterly most corner bears, North 75°59'06" West, 139.77 feet;

Note: The extents of this easement are to be prolonged or shortened to said northwesterly boundary and said north right-of-way.

Containing 1,400 square feet of land, more or less;

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

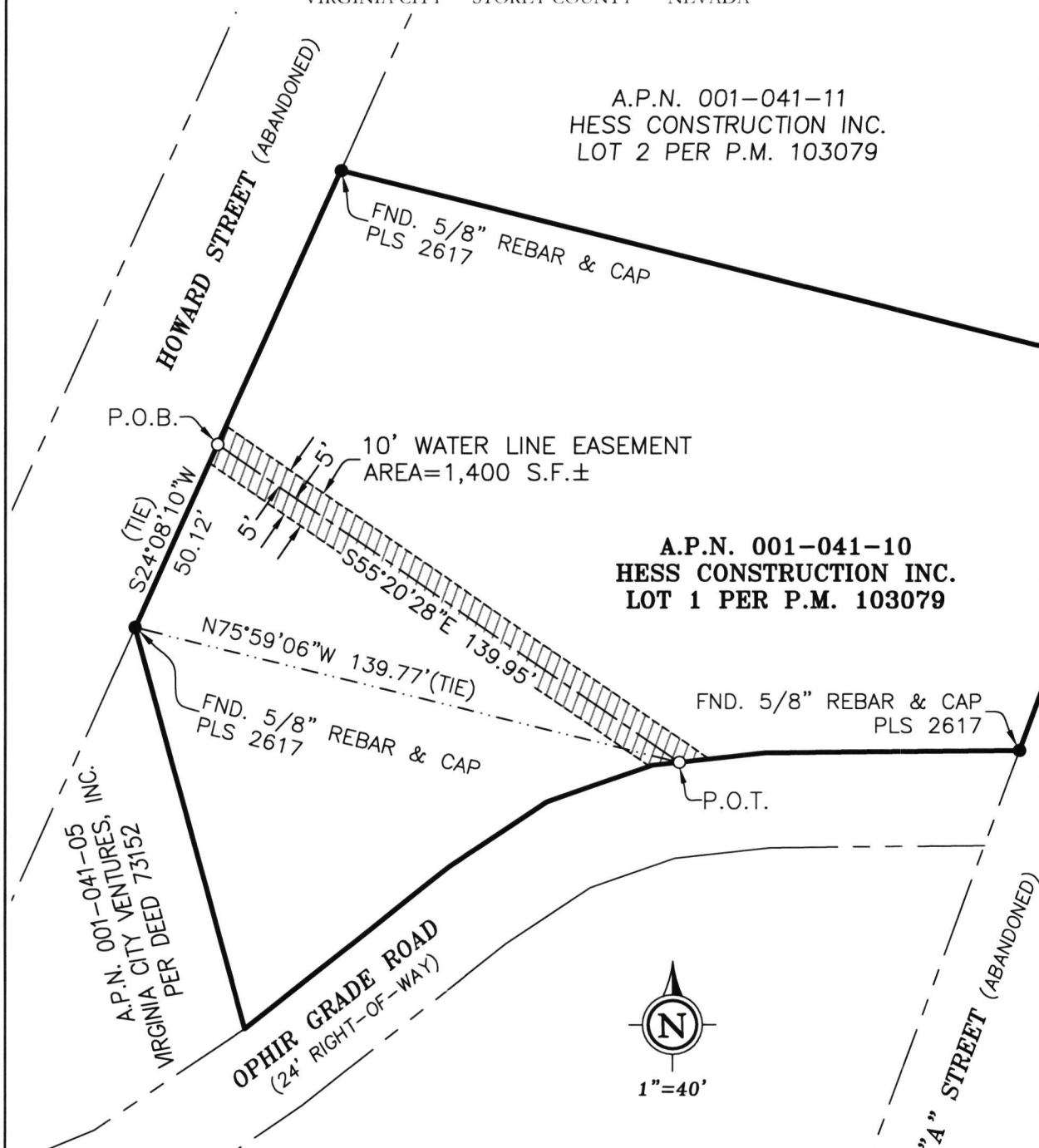
The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined using Real Time Kinematic (RTK) GPS Observations with corrections transmitted by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS) with ties to monuments published on the Nevada Department of Transportation website. the bearing between NDOT "WHEELER MON RESET" and NDOT "7221110" is taken as North 23°50'54" East. All dimensions shown are ground distances. combined grid-to-ground factor=1.0002530240.

Prepared by:
Farr West Engineering
5510 Longley Lane
Reno, NV. 89511

Phil Reimer, P.L.S.
Nevada Certificate No.13869

WATER LINE EASEMENT
BEING A PORTION OF THE NW 1/4 OF SECTION 32,
TOWNSHIP 17 NORTH, RANGE 21 EAST, M.D.B.M.
VIRGINIA CITY STOREY COUNTY NEVADA

A.P.N. 001-041-11
HESS CONSTRUCTION INC.
LOT 2 PER P.M. 103079



FARR WEST
ENGINEERING

5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766

EXHIBIT A-1
PLAT TO ACCOMPANY
DESCRIPTION

JOB NO. 1628
SHEET 1 OF 1



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 15 minutes

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

1. **Title:** Consideration and possible action to approve contract with Nevada Dept. of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and with the Nevada Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS) regarding the administration of services determining the eligibility of applicants and the eligibility of medical services provided eligible applicants for Medicaid payments and addressing the County's portion of those payments.
2. **Recommended motion:** I move to approve the contract with the Nevada Division of Health Care Financing and Policy and with the Nevada Division of Welfare and Supportive Services to provide Medicaid match services and authorize the County Manager to sign.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** See attached Staff Summary

5. **Supporting materials:** Proposed Contract; staff summary

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

X District Attorney

8. **Reviewed by:**

____ Department Head
 C County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 9

STAFF SUMMARY

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

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

County payments are capped by the amount of revenue raised by imposing the ad valorem tax at the rate of .08 per \$100.00 as required by NRS 428.285. Currently, the County is imposing the tax at the rate of .01 per \$100.00 for deposit in the fund for medical assistance to indigent persons. This has historically been sufficient to meet the County's financial obligations under the contract.

CETS #:	22072
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	DEPARTMENT OF HEALTH AND HUMAN SERVICES Division of Health Care Financing and Policy (DHCFP)
Address:	1100 E William St
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Ronda Miller
Phone:	775-684-3704
Fax:	
Email:	Ronda.miller@dhefp.nv.gov

Public Entity #2:	DEPARTMENT OF HEALTH AND HUMAN SERVICES Division of Welfare and Supportive Services (DWSS)
Address:	1470 College Parkway
City, State, Zip Code:	Carson City, Nevada 89706
Contact:	
Phone:	
Fax:	
Email:	

Public Entity #3:	Storey County
Address:	PO Box 176
City, State, Zip Code:	Virginia City, Nevada 89440
Contact:	
Phone:	775-847-0968
Fax:	
Email:	

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

CETS #:	22072
Agency Reference #:	

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 4, Termination**. Contract is subject to Board of Examiners' approval (anticipated to be June 9, 2020).

Effective From:	July 1, 2019	To:	June 30, 2021
-----------------	--------------	-----	---------------

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in **Section 3, Contract Term**, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in **Section 6, Incorporated Documents** at a cost as noted below:

Not to Exceed \$.08 (eight cents)	per	Each \$100.00 of assessed valuation of all taxable property as established by NRS 428.285
-----------------------------------	-----	---

Total Contract Not to Exceed:	\$42,622.61 for the contract term
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

CETS #:	22072
Agency Reference #:	

9. **INSPECTION & AUDIT**

- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
 - B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
 11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
 12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
 13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
 14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
 15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

CETS #:	22072
Agency Reference #:	

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in **Section 6, Incorporated Documents.**
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	22072
Agency Reference #:	

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

STOREY COUNTY

*  05/24/20 County Manager
 Agency Signature Date Title

**This contract is conditionally approved pending the June 2, 2020 meeting of the Storey County Board of County Commissioners*

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

 Steve H. Fisher Date Administrator, DWSS Title

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

 Suzanne Bierman, JD, MPH Date Administrator, DHCFP Title

 Richard Whitley, MS Date Director, DHHS Title

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

On _____
 (Date)

Approved as to form and compliance with law by:

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

ATTACHMENT A

COUNTY MATCH

SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

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

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

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

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

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

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;
4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;

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

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

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian;
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;
7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

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

Attachment B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Division"

and

Storey County
Herein after referred to as the "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose the confidential information accessed, viewed or from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting of Improper Use or Disclosure.** Contractor to notify the Division in writing immediately upon discovery of any use or disclosure of confidential information not provided for by Agreement.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.
5. Nothing herein abrogates or lessens any obligations related to confidential information as Required by Law.

Storey County Match Budget Proposal			
	SFY 20	SFY 21	Total Contract Authority
Contract	\$ 19,287.96 approximately	\$ 23,334.65 approximately	\$ 42,622.61 not to exceed
Total SFY Authority	\$ 19,287.96 approximately	\$ 23,334.65 approximately	\$ 42,622.61 not to exceed



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of Stipulation (Stipulation #4) between Storey County and the Tahoe-Reno Industrial Center LLC (TRI Center) addressing additional revenues to be included as project revenues that are available to retire outstanding vouchers issued by Storey County to TRI Center, providing for the retirement of vouchers in the amount of four million dollars by TRI Center in lieu of constructing a fire station and park, for the conveyance of real property (APN 005-041-65) to Storey County by TRI Center as a location for constructing a new fire station and other matters properly related thereto.
2. **Recommended motion:** I _____ (Commissioner) move to approve Stipulation #4 between Storey County and TRI Center regarding revenues to be included in project revenues, retirement of vouchers in the amount of four million dollars, the waiver of the obligation by TRI Center to build a fire station and park, the conveyance of real property for a fire station and other related matters. This motion is contingent upon the delivery of a grant, bargain and sale deed conveying real property bearing APN 005-041-65 to Storey County.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** See attached staff summary.
6. **Supporting materials:** Stipulation #4
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: _____

9.

Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

STAFF SUMMARY

Stipulation #4 is the result of a lengthy series of on again off again negotiations between the Tahoe-Reno Industrial Center LLC (TRI Center) and Storey County extending over almost four years. Under the Development Agreement TRI Center is entitled to require that the County pay 35% of project net revenues to TRI Center to retire the vouchers that have been approved by County to pay for the costs of constructing public infrastructure within the TRI Center Industrial Park (Industrial Park). Project net revenues are defined as Project revenues minus the costs the County incurs in operations and maintenance activities within the Industrial Park. Project revenues are revenues received by the County from taxes and fees generated within the Industrial Park. In 2016, TRI Center commissioned a study by Fiscal Solutions LLC to determine whether there were other sources of revenue derived from the Industrial Park which should be added to project revenues. A number of additional sources of revenue were identified and presented to the County. The County agreed with some of the sources and not others. Stipulation #4 recognizes as sources of additional revenue centrally assessed property taxes as they apply to electric lines and gas pipelines within the Industrial Park. Stipulation #4 also recognizes as project revenue liquor and gaming license fees generated within the Industrial Park, utility fees charged by NV Energy to customers within the Industrial Park and waste pick-up fees charged by Waste Management to customers within the Industrial Park.

The most significant source of additional project revenues takes into account sales tax revenues generated within the Industrial Park. Sales tax revenues have not been included in the past due to the fact that the County received a "Guaranty Amount" from the State for its Supplemental City-County Relief Tax (SCCRT) which was not reflective of the actual amount of sales taxes generated within the Industrial Park. In Fiscal Year (FY) 2015/2016 the County ceased taking the Guaranty Amount and started receiving the SCCRT in a manner reflective of the actual amount of the SCCRT taxes actually generated. In the last year the County received the Guaranty Amount, FY 2014/2015, it received \$1,494,381. Also in FY 2014/2015 the County received \$530,000 in Basic City-County Relief Tax (BCCRT) revenues, totaling \$2,024,381 in sales tax revenues (the "Base Amount"). The Stipulation provides that a portion of the revenues generated by the city-county relief taxes will henceforth be included in project revenues. This amount will be figured by deducting from the revenues received for the sales taxes the Base Amount and attributing 80% of the additional sales tax revenue received as having been generated from the Industrial Park. This percentage can be adjusted every five years if the pace of development increases outside of the Industrial Park more than the pace of development within the Industrial Park.

Also resolved in this stipulation is a requirement in the Development Agreement that TRI Center provide the County with a second fire station and a park. The Stipulation provides that TRI Center will not have to provide the second fire station. Rather, TRI Center will credit four million dollars against the outstanding vouchers and convey a parcel of real property bearing

APN 005-041-65 to the County as the location for a fire station which the County will subsequently construct at its expense.

The Stipulation also provides for two potential increases in the O & M costs which are deducted from project revenues to arrive at net project revenues. These potential increases include one shot expenditures in excess of \$50,000.00 for activities within the Industrial Park for County road and drainageway improvements and for the cost of a comprehensive drainage study. The second potential increase occurs when the Tesla subsidy for governmental services expires at the end of the 2024/2025 fiscal year. At that point the stipulated O & M costs will increase by the amount of the subsidy paid by Tesla to the Storey County Fire Protection District for fire and emergency medical services. This amount will thereafter increase by 5% each following year.

This summary covers the material portions of the summary. There are other minor modifications.

**STIPULATION AND AMENDMENT
TO DEVELOPMENT AGREEMENT**

THIS STIPULATION AND AMENDMENT (“Stipulation 4”) is entered into by and between TAHOE-RENO INDUSTRIAL CENTER, LLC (“TRI”), a Nevada limited liability company, and the COUNTY OF STOREY (“Storey County” or the “County”), a political subdivision of the State of Nevada, regarding that certain Development Agreement dated February 1, 2000 between TRI and the County. The defined terms in the Development Agreement, including all exhibits, shall have the same meanings when used herein.

WHEREAS, the Development Agreement has been amended by: that certain Stipulation Regarding Reportable Costs dated March 18, 2008 (“Stipulation #1”); that certain Stipulation Regarding TRI Reportable Costs and Related Matters dated February 1, 2011 (“Stipulation #2”); and that certain Stipulation Regarding Incremental Tax Revenues Received From The Tahoe Reno Industrial Center Tax Increment Area dated January 29, 2019 (“Stipulation 3”). The Development Agreement, as amended, is hereinafter referred to collectively as the “Agreement”.

WHEREAS, Exhibit “E” to the Agreement, the TRI Public-Private Partnership Capital Improvement Plan (“CIP Plan”), sets forth a process for reimbursing TRI for the cost of constructing Project Public Infrastructure dedicated to County through the payment of a portion of Project Revenues received by County. The CIP Plan defines “Project Revenues” as taxes and fees calculated annually received by County from Project-related sources, as further specified in Subsection I.CC of the CIP Plan; and the CIP Plan defines “O&M Costs” as annual expenditures of County attributable to operation, maintenance, repair or reconstruction of infrastructure, or services performed on behalf of the Project.

WHEREAS, audits by an independent auditor (“Audits” by the “Auditor”) have been performed for the fiscal years ending June 30th in 2002-2016, in order to determine Project Revenues, Project Costs, Net Revenue and Net Revenue Reimbursements.

WHEREAS, a Storey County Revenue Allocation Study (the Study) was conducted by Fiscal Solutions, LLC to determine the feasibility of including other sources of revenue derived from taxes and fees generated within TRI in Project Revenues.

WHEREAS, the study determined that while centrally assessed property (“CAP”) tax revenues derived from telecommunication companies, railroad companies, charter and feeder air carriers and national freight and large regional air carriers should not be considered as sources of revenue, CAP tax revenues from natural gas distribution and pipeline companies and electric companies were subject to further consideration.

WHEREAS, after further consideration, it was determined that only revenues from centrally assessed properties owned by NV Energy were worth including in Project Revenues.

WHEREAS, in addition to the centrally assessed properties of NV Energy certain Project Revenues which have not been included in the past Audits by agreement of the parties should now be counted, to wit: utility business license fee revenue (“Utility Fees”) generated by Project businesses; solid waste collection franchise fees (“Waste Pick Up Fees”) paid to the County by Waste Management of Nevada, Inc. (“WM”) generated by Project businesses; liquor and gaming license fees generated by Project businesses (“Liquor and Gaming License Fees”); and sales tax (“Supplemental City-County Relief Tax” or “SCCRT” and “Basic City-County Relief Tax” or “BCCRT”)

WHEREAS, motor vehicle fuel tax revenues were removed from consideration as an additional possible source of Project Revenue due to the requirement that they are dedicated to the

to the construction , maintenance and repair of county rights-of-way and therefore do not fall under the definition of Project Revenue in Subsection I.A.CC of the CIP Plan.

WHEREAS, certain O&M Costs which have not been included in the Audits by agreement of the parties should now be counted, as specified in Section 2 below; and,

NOW THEREFORE, TRI and County agree and stipulate as follows.

1. NEW PROJECT REVENUES. In addition to the Project Revenue calculated by previous Audits, the following Project Revenue will be included in future Audits, commencing with the Audit for FY 2016/2017 .

1.1 CAP Taxes. Project Revenues from CAP Taxes for gas and electric utilities shall be determined by:

1.1.1 Calculating separately the percent of secured centrally assessed values of the gas and electric utilities in the County (excluding the electric utilities secured centrally assessed value of the Tracy Power Plant expansion constructed approximately between 2005 to 2008) of the total secured centrally assessed values of the County, as determined by the Nevada Department of Taxation;

1.1.2 Calculating separately the percent of gas and electric lane miles within the Project of the total gas and electric lane miles within the County, as determined by the applicable public utility owning the facilities, if available, and if not available based on reasonable estimate of lane miles within the Project and the County;

1.1.3 Calculating the total amount of CAP Taxes received by the County from gas and electric utilities, separately, by multiplying the total centrally assessed revenue received by the County (excluding CAP Taxes received from the

property tax rates levied for Indigent Accident, Indigent Medical, Capital Acquisition and Youth Services) times the gas and electric percentage's calculated in Section 1.1.1;

1.1.4 Calculating the amount of gas and electric utility centrally assessed Project Revenue, separately, by multiplying the results Section 1.1.3 by the gas and electric Project lane mile percentage's calculated in Section 1.1.2.

1.2 Utility Fees. Project Revenue from Utility Fees for gas and electric utility charges of NV Energy customers within the Project shall be based annually for the applicable fiscal year on information provided by NV Energy to the County identifying said Utility Fees within the Project, or from information acquired from NV Energy by Auditor.

1.3 Waste Pick Up Fees. Project Revenue from Waste Pick Up Fees shall be ascertained from WM based on the charges of WM during a fiscal year for solid waste pick up from Project businesses. County and the Auditor will verify the addresses and revenues of all Project customers of WM each year for purposes of requiring WM to provide this information.

1.4 Liquor and Gaming License Fees. Project Revenue shall include the annual Liquor and Gaming License Fees paid by applicable businesses in the Project.

1.5 Sales Taxes. BCCRT and SCCRT Project Revenue have not been included in previous Audits due to the difficulty in determining what portions of BCCRT and SCCRT are Project Revenue. Prior to FY 2015/2016 the County did not receive its share of SCCRT mandated by state statutes based on sales and use tax revenues collected within the County. Instead, the County received a set sum from the state under NRS 377.057(1) (the "Guaranty Amount"). Pursuant to NRS 377.057(2) County began receiving SCCRT collected in the

County in lieu of the Guaranty Amount in FY 2015/2016. In the last year the County received the Guaranty Amount, FY 2014/2015, it received \$1,494,381. Also in FY 2014/2015 the County received \$530,000 in BCCRT revenues, totaling \$2,024,381 in sales tax revenues (the "Base Amount"). In order to ensure that the County does not sustain a hardship by adding sales tax revenues to Project Revenue, for purposes of calculating Project Revenue from sales taxes, the Auditor shall first subtract the Base Amount from SCCRT and BCCRT collected by County in the fiscal year. While there are still problems with determining how much of SCCRT and BCCRT distributed to the County by the state is Project Revenue (i.e., inadequate information from the Nevada Department of Taxation), to the extent that these tax sources can be reasonably determined as Project Revenue, they should be included in future Audits. It is clear that the vast majority of growth and economic development in the County over the last two decades has occurred in the Project. Until better information is available, it is reasonable to consider as Project Revenue a percentage of BCCRT and SCCRT collected in sales tax revenues by the County, after subtracting the Base Amount. The parties mutually agree that 80% of BCCRT and SCCRT after subtracting the Base Amount shall be considered Project Revenue for future Audits, commencing with the Audit for FY 2016/2017.

1.6 80% Allocation Adjustment. The 80% Allocation assumes that future growth of County BCCRT and SCCRT revenues will occur at a rate of 80% or more in the Project. If, however, future BCCRT and SCCRT revenue growth in the Project occurs at a lower percentage than 80%, the parties agree there should be a reduction of the 80% Allocation. The parties therefore agree that the Storey County Assessor shall measure the increase in commercial square footage occurring after FY 2020/2021 every five (5) years, beginning

after FY 2025/2026. If the increase of commercial square footage in the Project is less than 80% of the increase in commercial square footage of property in the County, then the 80% Allocation shall be reduced accordingly. For example, if the increase on June 30, 2026 in commercial square footage in the Project is 75% of the increase in commercial square footage of property in the County, then commencing for the FY 2026/2027 Audit, 75% of BCCRT and SCCRT after subtracting the Base Amount shall be considered Project Revenue. After five (5) years, on June 30, 2031, the increase in commercial square footage in the Project after FY 2020/2021 shall again be measured by the Storey County Assessor against the increase of commercial square footage of property in the County, and if less than 80%, the percentage of BCCRT and SCCRT after subtracting the Base Amount shall be adjusted accordingly for the next five (5) years, commencing for FY 2031/2032.

Attached hereto as Exhibit A is a list of commercial uses which will be considered as uses consisting of commercial square footage. Definitions of these uses are set forth in that Resolution Determining Similar Uses in the I-2 Heavy Industrial Zone adopted by the Board of County Commissioners on May 3, 2005. Also to be considered as being part of the commercial square footage are fulfillment businesses which are defined as: third party logistics warehouses where incoming orders are received, processed, and filled and includes every business which collects sales tax from its customers.

2. INCREASES IN STIPULATED COUNTY O&M COSTS. In Stipulation #2 TRI and the County stipulated to a set amount for O&M Costs, which sum increases annually by 5% ("Stipulated O&M Costs"). TRI and County now agree to increase the Stipulated O&M Costs in any Audit year in which the County has expenditures from either of the two following categories.

2.1 Loss of Tesla Fire Services Subsidy. County, the Storey County Fire Protection District (“Fire District”) and Tesla Motors, Inc (“Tesla”), a property owner in TRI, entered into a certain Government Services Agreement in June 2015 pursuant to which Tesla pays to the other parties an annual payment to defray the cost of “Government Services”, as defined therein, in the amounts and pursuant to the methodology specified in Section 5 of said agreement. A portion of the Tesla annual fee payment is distributed to the Fire District for fire protection and emergency medical services (“Fire District Fee”). Tesla’s obligation to make annual payments expires at the end of FY 2024/2025. Commencing in FY 2025/2026 TRI and County agree that the Stipulated O&M Costs shall be increased by an amount equal to the portion of the Tesla annual payment for FY 2024/2025 equal to the Fire District Fee, and said sum shall increase by 5% in each year thereafter; provided that if all or a portion of the Fire District Fee is being paid by a third party (e.g., Tesla or another property owner in the Project) then that sum shall not be added to the Stipulated O&M Costs.

2.2 Major Road and Drainage Expenditures. TRI and the County acknowledge that the Stipulated O&M Costs do not include major one-shot expenditures exceeding \$50,000 per project for County road improvements or County drainageway improvements in the Project or the cost of a comprehensive drainage study (“Major Expenditures”). Examples of these types of expenditures include but are not limited to projects costing more than \$50,000 for asphalt overlays of County roads, chip or cape seals of County roads, reconstruction of County roads or repair of flood damage to County drainage channels. Normal maintenance of roads and drainage channels is excluded from Major Expenditures, including but not limited to sealing of roadway cracks, painting and stripping of roadways, snow removal,

or vegetation and trash removal. TRI and County agree that in any Audit year in which County has one or more expenditures in the Project for Major Expenditures, said expenditures shall be added to the Stipulated O&M Costs for that year. The foregoing notwithstanding, County agrees that any expenditures for Major Expenditures that are funded by the revenue from the County's 0.25% Infrastructure Sales Tax override, motor vehicle fuel tax revenues or revenues from another source for which the County has acquired dedicated funding (e.g. local, state, federal or private grants), shall not be added to Stipulated O&M Costs; nor shall expenditures for Major Expenditures be added to Stipulated O&M Costs if there is a cash balance in the 0.25% Infrastructure Sales Tax override account designated for infrastructure improvements in the Project sufficient to pay for the Major Expenditures.

3. DEVELOPMENT AGREEMENT AMENDMENTS.

3.1. Subsection 11.19 Amended and Restated. Section 11.19 of the Development Agreement is amended and restates in its entirety as follows:

This Agreement in and of itself does not represent a personal obligation of the officers, members or personnel of Developer or its partners, or of the shareholders of such partners or members nor of the officers, members or personnel of the successors and assigns of Developer. Nothing herein contained shall in and of itself be deemed to create an obligation of the Developer, its successors or assignees, to complete the Development of the entire Project as contemplated as it is assumed that reasonable changes to the Project may be made in response to changing conditions

3.2. Land Dedications and Waiver of Liability. County and Developer acknowledge that Developer has sold to Owners all but a small amount of Property and Developer, subject to the provisions of this subsection, has performed its obligations under

Subsections 6.4 and 6.5 of the Agreement to build and dedicate Project Public Infrastructure and Project Private Infrastructure.

3.2.1. Fire Station Site. Developer shall convey to County on or before execution of this Stipulation #4, at no charge to County, APN 005-041-65, further described as Lot 2016-9 as shown on that Record of Survey recorded in the Official Records of the Storey County Recorder's Office as Document No. 124412 be used for a future fire station or other county facilities, in the sole discretion of County.

3.2.2. Waiver of Obligations. County agrees that Developer has constructed all Project Public Infrastructure and Project Private Infrastructure that will be required of Developer and County waives all Developer's obligations under Subsections 6.4 and 6.5 of the Agreement; provided that nothing contained in this Subsection 3.2 hereof shall limit or prohibit County from requiring an Owner to build Project Public Infrastructure or Project Private Infrastructure, subject to the provisions of the Agreement and in accordance with federal, state and local laws. In part, the waiver of future construction waives the obligation of Developer to construct an additional fire station and park. In recognition of the waiver of these obligations, Developer will waive the payment of vouchers for Milan East (\$825,647.23), Venice (\$507,017.08), USA RR Bridge (\$2,380,905.31), and \$286,430.38 of the voucher for USA Parkway Phase III. As to this latter voucher, County will issue a new voucher in the amount of \$3,331,622.18 with the same payment

date as the existing USA Parkway Phase III voucher. Developer will return the original vouchers identified above to County.

3.2.3. Dedication of Infrastructure. To the extent Developer has built to the date of this Stipulation 4, but not dedicated to County, Project Public Infrastructure (e.g., streets, drainage, channels), the parties shall cooperate in good faith with due diligence to effectuate and complete said dedications pursuant to the process set out in the TRI Public-Private Partnership Capital Improvement Plan.

3.2.4. Process Water Infrastructure. Developer has made certain written contractual commitments to TRI General Improvement District (“TRIGID”) and certain Owners who receive or intend to receive water service for processing uses (e.g., manufacturing, cooling or other uses other than domestic use) to build and dedicate to TRIGID process water infrastructure (e.g., TMWRF Pipeline (as hereinafter defined), pump stations, storage tanks, induction wells, groundwater production wells, pipelines within the Project, storage reservoir and dam upgrades). Nothing contained in the Subsection 3.2 shall limit, eliminate or affect Developer’s obligations to construct and dedicate to TRIGID said process water infrastructure.

4. TIA PAYMENTS To the extent that County has created a Tax Increment Area (“TIA”) for the purpose of reimbursing participants for the construction of an effluent pipeline between the Truckee Meadows Wastewater Reclamation Facility and the Project (“TMWRF

Pipeline”), the accumulation of tax revenue from County sources that are used to reimburse those participants will not be included in Project Revenue.

(signatures appear on the following page)

IN WITNESS WHEREOF, the undersigned parties have set their hands on the last date of a signatory below.

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

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

By: Norman Properties, Inc., a California
corporation, Managing Member

By: _____
Don Roger Norman, President

By: _____
Marshall McBride, Chairman

Date: _____

Date: _____



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/02/20

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Move general "Public Comment" toward the beginning and end of each agenda of the Board of Storey County Commissioners until further notice.
2. **Recommended motion:** I [commissioner] motion to move general "Public Comment" toward the beginning and end of each agenda of the Board of Storey County Commissioners until further notice.
2. **Prepared by:** Austin Osborne
4. **Department:** County Manager **Telephone:** 775.847.0968
5. **Staff summary:** Proposed by Commission Chairman Marshall McBride.
6. **Supporting materials:**
7. **Fiscal impact:** None on local government.
Funds Available: Fund: _____ Comptroller
8. **Legal review required:** ___yes___ District Attorney
9. **Reviewed by:**
_____ Department Head _____ Department Name: Planning
___@'___ County Manager _____ Other agency review: _____
10. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No. 11



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: JUN 02, 2020

Estimate of time required: 15 min.

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

1. **Title: Discussion/For Possible Action:** Authorize the county manager to approve proposals from Sierra Builders and Pezzonella-Ferrari Consulting to complete the first phase of work to the V&T Freight Depot Building consisting of structural repairs to the roof on an hourly basis with a total amount not to exceed \$108,025.00.

2. **Recommended motion:** I, [commissioner], move to authorize the county manager to execute an agreement with Sierra Builders and Pezzonella-Ferrari Consulting to complete the first phase of work to the V&T Freight Depot.

3. **Prepared by:** M Northan, Operations and Projects Coordinator

4. **Department:** Public Works

Telephone: (775) 335 6991

5. **Staff summary:** See attached.

6. **Supporting materials:** See attached.

7. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other agency review: _____

10. **Board action:**

[] Approved

[] Approved with Modifications

[] Denied

[] Continued

Agenda Item No. 12

Staff report

V&T Depot

Basic scope and sequence.

Staff has been directed to provide improvements to the Depot building to include a new roof and a fire suppression system. During inspections and site visits with prospective contractors, the structural condition of the roof and building were noted to be in a deteriorated state. We have determined that structural repairs must be made prior to work on the roof and fire sprinkler systems. So far, the roofing contract appears to be the most expensive at about \$120k. So that part will be out to bid as a public work subject to NRS 332.065. The fire suppression system work will likely be in excess of \$100k as well. We are currently awaiting quotes on this portion of the work.

The general sequence of work on the building will be done in phases as funding becomes available and in the following sequence.

Work sequence:

1. Roof structural repair – Stabilize the overhang roof areas over the exterior decking so that personnel can safely occupy the roof during roofing operations. Identify and replace damaged or deteriorated structural members. Provide positive structural connections at wall-to-roof areas. Provide structural hard points for installation of fire sprinkler piping and system components.
2. Fire protection –
 - a. Proceed with design/estimate for the exterior work. Public works to perform. Tap main, set vault with flow detector, backflow preventer, and valve. Extend under building to remodel area and prep for sprinkler riser.
 - b. Tel or other communication connection for alarm or notification system.
 - c. Solicit bids for sprinkler/alarm installation.
 - d. Fire suppression system to be installed prior to any further work on the building.
3. Roof replacement – remove existing wood shake roofing, overlay roof sheathing with plywood and install metal shingle product (Class A fire resistive rating, high-wind resistive rating).
4. Site and paving work – following all underground utility installations.
5. Accessibility and remodel work.

Reasons for sequence:

Structural work is a priority to preserve the building as it is and protect the building against further deterioration, high winds and seismic events – all of which have been seen locally and recently. It would be ideal to have fire protection during all phases of work as there is an inherent risk of fire during any work as we saw in the Notre Dame cathedral. But without attending to the structural integrity of the building, the other improvements are meaningless. The safety considerations of personnel on the overhang roof portions (in addition to damage to those portions from a failure) outweigh other considerations. The structure work will provide a solid foundation for other improvements including the new roof and fire suppression system piping.

Current scope of work under consideration:

Part 1 of the sequence - structural stabilization of the roof and roof to wall connections. See attached document "V&T Freight Depot roof stabilization scope of work".

Cost of this scope of work:

Engineering fee is an hourly not-to-exceed proposal with a maximum of \$10,854.00.

Construction fee is an hourly, not-to-exceed proposal with some fixed costs (portable toilets, temporary fencing, scaffolding, powered lifts, etc.) with a maximum of \$97,171.00.

Total cost (with known conditions and no change orders) = \$108,025.00.

Classification of this scope of work:

NRS 332.115 Contracts not adapted to award by competitive solicitation. Part 1, (b). In this project, the age and condition of the structure requires investigative work by the contractor. Conditions discovered must then be evaluated and designed for by the engineer. A design build hourly contract is appropriate here as we cannot ascertain the exact scope of work prior to commencement of work in order to solicit proposals.

Sierra Builders and Ferrari Consulting have experience with this and similar structures. They will be able to address the specific structural issues as they arise during roof deck stabilization efforts. Staff recommends that we award them the limited scope contract to stabilize the building and ensure safety for personnel that access the roof.

NRS 332.063 would normally be the governing section here for a contract between \$50k and \$100k.

Timeline:

Sierra Builders estimates the construction time as about 20 working days from start of construction. They have immediate availability as of APR 01, 2020.

Attachments:

1. Engineers proposal from P&F Consulting Engineers
2. Construction proposal from Sierra Builders of Nevada
3. Scope of work from P&F Consulting Engineers

End of report

Mike Northan
Operations and Projects Coordinator
775 335 6991

P&F CONSULTING ENGINEERS LLC
Attachment A

4/1/2020

NAME OF PROJECT:	V&T Freight Depot roof repair	PROJ. NUMBER:	MAN HOURS: 90
NAME OF CLIENT:	Storey County	EST. CONST. COST:	LABOR COST: \$10,854
CONTACT PERSON:	Mke Northan	START TIME FRAME:	EXPENSES: \$0
PROJECT DESCRIPTION:	observation and structural repair/reinforcement of existing roof framing structure at the V&T freight depot building in preparation of a new roof sheathing and roofing.		
PROJECT SCOPE:	field investigation, structural engineering, construction documents construction administration	FEE/COST %:	0%

FEE ESTIMATE SECTION

DELIVERABLES	LABOR CATEGORY:	PRN ENG	SEN ENG	PRJ ENG	STF ENG	SEN TCH	STF TCH	LABOR FEE	EXPENSES	TOTAL FEE
ENGINEERING										
ENGINEERING										
field observation site visit		4	0	0	0	0	0	\$720	\$0	\$720
roof framing engineering/truss splice		2	0	0	0	0	0	\$360	\$0	\$360
prepare roof framing retrofit and eave line		8	0	0	0	0	0	\$1,440	\$0	\$1,440
deflection at canopy overhang		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
construction administration (2 site visits)		8	0	0	0	0	0	\$1,440	\$0	\$1,440
		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
DRAFTING		0	0	0	0	0	0	\$0	\$0	\$0
SN-1 general notes		0.5	0	0	0	0.5	0	\$114	\$0	\$114
S-1 roof framing repair plan		8	0	0	0	12	0	\$2,016	\$0	\$2,016
S-2 roof truss repair elevation		3	0	0	0	4	0	\$732	\$0	\$732
S-3, 4 repair details		16	0	0	0	24	0	\$4,032	\$0	\$4,032
		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
		0	0	0	0	0	0	\$0	\$0	\$0
TOTAL		49.5	0	0	0	40.5	0	\$10,854	\$0	\$10,854

ASSUMPTIONS AND CONDITIONS

The above fee will be billed on an hourly basis, not-to-exceed, as earned.
P&F Consulting will maintain errors and omissions insurance

This is a proposal, if accepted, a contract, with the terms and conditions, will be submitted for your signature.
Man-hours billed may vary from task breakdown shown in the above fee estimate



BID PROPOSAL

to

Storey County

for

Emergency Repairs to the V.C. Freight Depot

dated: 03.23.2020

Scope of work to consist of Emergency Structural Repairs to the V.C. Freight Depot per the scope of work provided by Mr. Paul Ferrari, P.E., outlined below and the "A" drawings (see attached) to be used for coordination.

Includes:

- Attached drawings A1.0, A2.0, A2.5, A3.0, & A3.1.
- Attached memo dated March 23, 2020 from P&F Consultants.

For the Estimated Sum of..... \$97,171.
(Guaranteed Maximum Sum with No Change Orders)

Estimated Sum is based on a 4 man crew size for Safety, which equals 32 hours day @ \$79/hr. = \$2,528 day for manpower x 20 working days = \$50,560.... Materials, Shoring, & Scaffolding @ \$25,000... Forklift and fuel \$3,200.... General Conditions for Drop Boxes, Sani-Hut, Temp Fencing, etc. @ \$8,000.... Insurance, Consumer Tax, Overhead & Fee @ 12% = \$10,411.

Excludes:

- Any and all fees & permits.
- Contaminated materials.
- Overtime and weekend work.
- Testing and inspections.

Schedule to be 20 +/- working days.

Related projects: (partial list)

- Numerous Tenant Improvements / Repairs over the past 39 years to the Reno Train Depot, Caliente Train Depot, Truckee Train Depot, Carlin Depot & Elko Train Depot.
- Delta Saloon/Kitchen rebuild in Virginia City.
- Travelers' Hotel (see attachment) complete remodel as the entire building was taken down to the concrete frame and the entire building was reinforced and rebuilt. SBN did the structural retrofit.
- General Motors West coast Parts Distribution center in Reno.... Rebuild roof structure that was failing, and we had to do all of the work while the center was operational.... Paul Ferrari was the engineer of record.

Special Note: We have been working with Paul Ferrari, P.E. for over 30 years now and know exactly what he is looking for in this repair project.

See attached letter of recommendation from Mr. Pat Whitten, former Storey County Manager,

Celebrating 39 Years of Success / 1981 - 2020

3000 Old US Hwy 40 • PO Box 1369 • Verdi, Nevada 89439-1369
Phone 775-345-1300 • Fax 775-345-1308
NV Lic. Nos. 0018727 and 0036667 • CA Lic. 614577

P&F Consultants
Consulting Civil Engineers
P.O. Box 1369
Verdi, Nevada 89439

Memo

To

Mike Northan
Storey County community Development Dept.

From Paul Ferrari, P.E. March 23, 2020

**Project V&T Freight Depot structural
Roof repair/strengthening**

Subject Scope of Work for structural roof repair/strengthening

Michael, Based on my field observation of the distress in the Shore and support the canopy roof framing structure of the V&T Freight Depot outlined in my March 13th memo to you, the following scope of work is necessary to safely facilitate the removal of the existing roof shingles and the installation of a new plywood sheathing:

Interior structural repairs/strengthening:

- Jack-up and support the second roof truss from the north wall of the depot so that the diagonal framing member at the west wall (from the side of the west column to the bottom of the truss chord) slotted end can be reinstalled into the existing tab at the bottom chord of the truss. Also, when the truss is supported by shoring, the existing "scabbed" splice at the east end of the bottom chord can be removed and replaced by a properly engineered and constructed splice plate to reinforce the existing cracked bottom chord
- New Simpson H2.5 uplift clips should be installed to attach the existing roof and canopy overhang rafters to the wall framing to resist wind uplift forces. A special connection should be installed at the intermediate vertical "column" in the wall framing between the roof truss supporting columns. This connection from the column to the roof will reinforce the wall from wind loads.

Roof framing repair/strengthening

- Repair/reconstruct the southeast and southwest canopy overhang corners that are currently sagging from cracked and disjointed structural members and connections.
- Shore and support the end of the roof canopy framing so that the sags in the canopy overhang are removed and a level eave line is achieved. New framing joists should be inserted into the sagged areas so that when the shoring is removed, the new joists will cancel the sag.

If you have any questions regarding this scope of work, please do not hesitate to contact me. The preceding scope of work is intended only to create a situation so that workers can safely remove the existing shingles and install new plywood roof sheathing so that new shingles can be installed.

P&F Consultants
Consulting Civil Engineers
P.O. Box 1369
Verdi, Nevada 89439

Memo

To

Mike Northan
Storey County community Development Dept.

From Paul Ferrari, P.E. March 23, 2020

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National Register of Historic Places in Sacramento County



3 September 2006
(Click Image to Zoom)

National Register #78000744

Travelers' Hotel

428 J Street

Sacramento

Built 1914

The Travelers' Hotel was designed by the architectural Cuff & Diggs.

When the hotel opened in May, 1914, it was one of the finest and most modern hotels on the Pacific Coast. The unusual E-shape of the six-story building allowed all 226 rooms to face outside and was copied from the famous [St. Francis Hotel](#) in San Francisco. Sacramento residents often referred to the Travelers' as "the little St. Francis" due to the similarity of style.

Adapted from the NRHP nomination submitted in 1978.



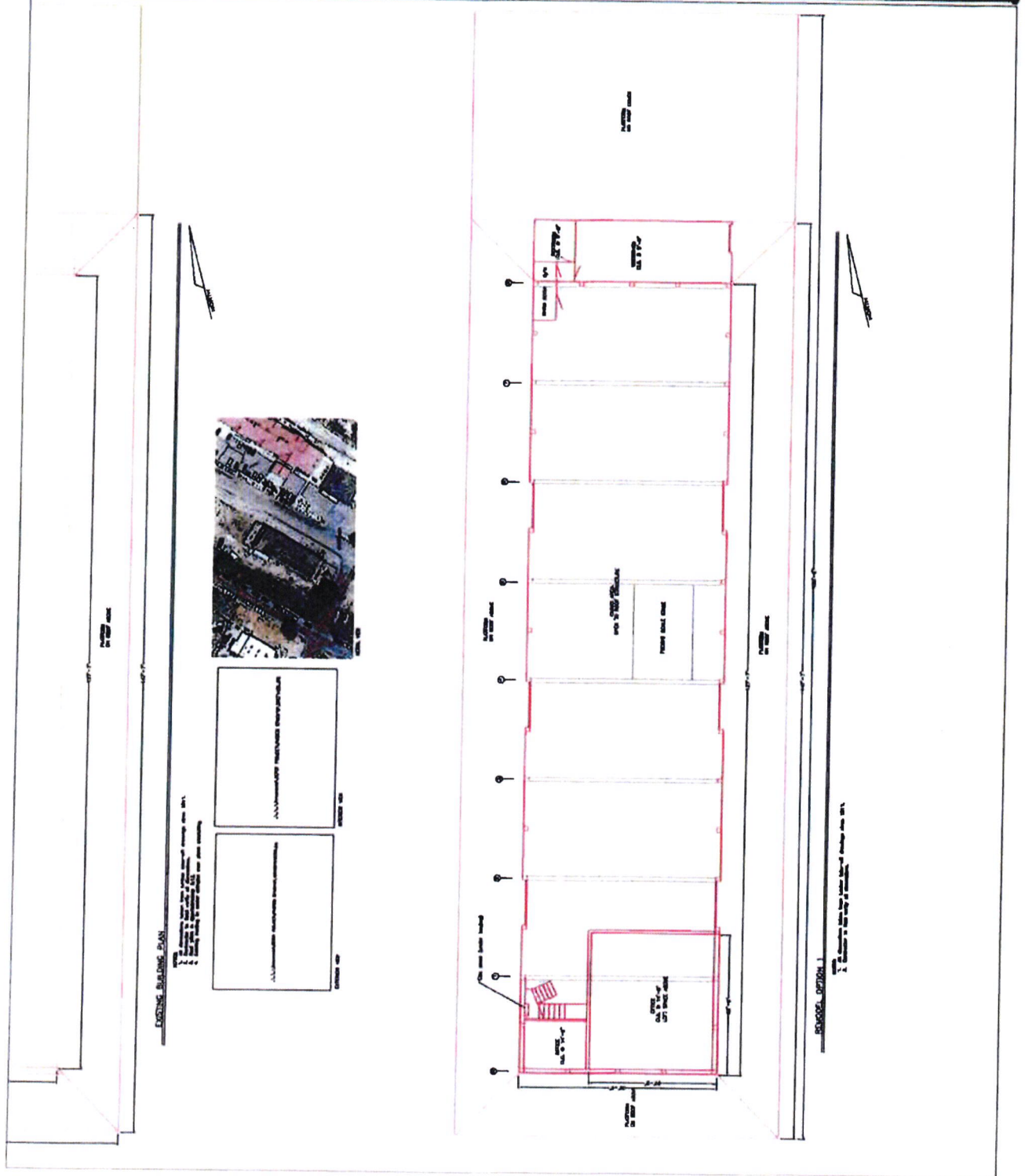
National Register #78000744: Travelers' Hotel in Sacramento

[Back](#)

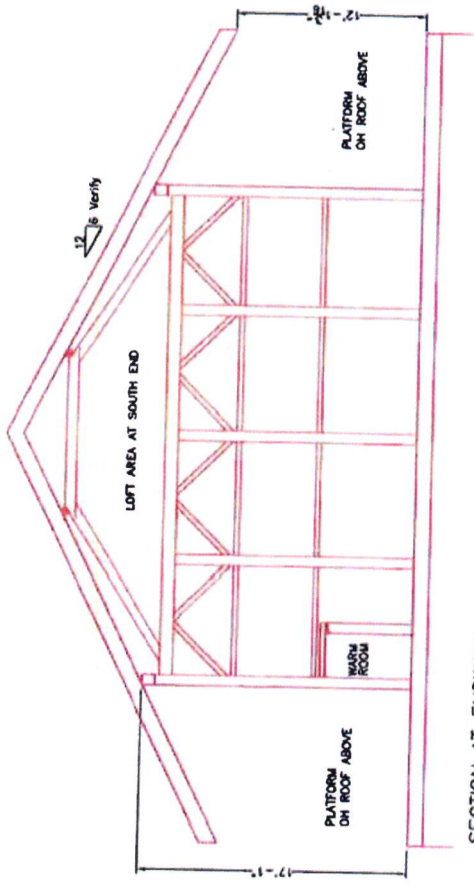
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THE LIBRARY

Stochastische Optimierung

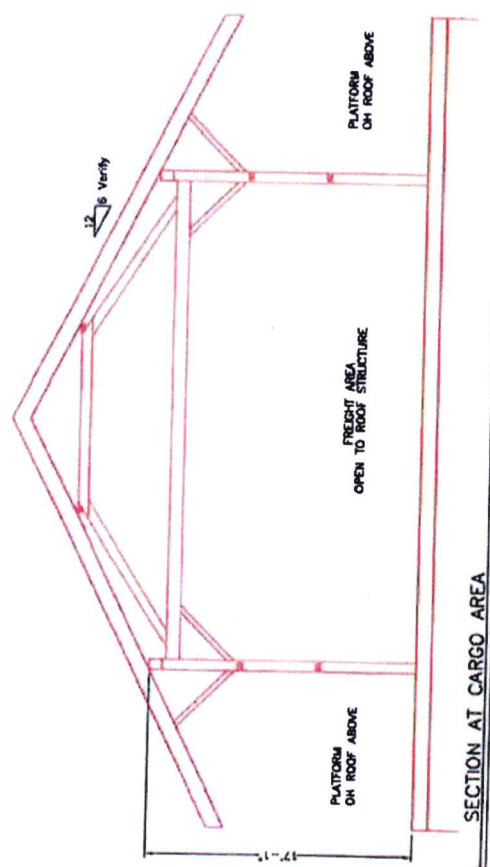


STOREY COUNTY PUBLIC WORKS 100 TOLL ROAD - P.O. BOX 435 VIRGINIA CITY NV 89440		V.C. FREIGHT DEPOT VIRGINIA CITY NV 89440 136 North E Street APN XXX-XX-XX EXISTING BUILDING SECTIONS EXISTING CONDITIONS - NOT FOR CONSTRUCTION		PROJECT NUMBER 21NOV19 NTS 21NOV19 A2.5
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1 SECTION AT ENDWALL

NOTES:
 1. All dimensions taken from lumber take-off drawings circa 1911.
 2. Contractor to field verify all dimensions.



2 SECTION AT CARGO AREA

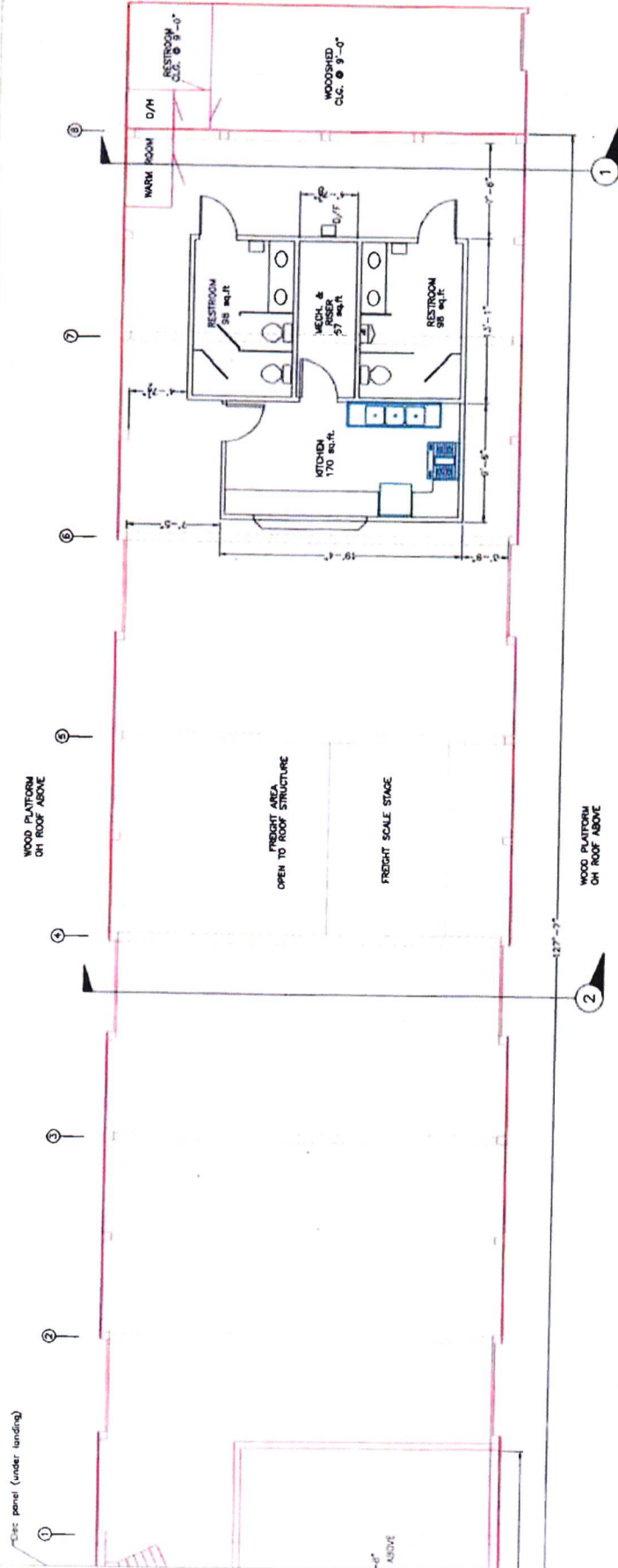
NOTES:
 1. All dimensions taken from lumber take-off drawings circa 1911.
 2. Contractor to field verify all dimensions.

STOREY COUNTY
PUBLIC WORKS
100 TOLL ROAD - P.O. BOX 456
VIRGINIA CITY NV 89440

REMODEL OPTION 2

V.C. FREIGHT DEPOT
VIRGINIA CITY NV 89440
APR XXX-XX-XX
DRAFT REMODEL PLANS
PRELIMINARY - NOT FOR CONSTRUCTION

1/8" = 1'-0"
2003.10
A3.1



REMODEL OPTION 2

- NOTES:
1. All dimensions taken from lumber take-off drawings circa 1911.
 2. Contractor to field verify all dimensions.
 3. Possible remodel plan.



DEPOT

Aerial photo as of 2018

Legend

Feature 1

Grandma's Fudge Factory

Palace Saloon & Restaurant

Red Dog Saloon

Silverland Inn & Suites

Way It Was Museum

Zepha's Cove



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 10 minutes

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

1. **Title:** Discussion/Possible Action regarding Resolution No. 20- 577 Storey County Hazard Mitigation Plan.

2. **Recommended motion:** Move to approve Resolution 20- 577 for the Storey County Hazard Mitigation Plan update.

3. **Prepared by:** Joe Curtis

Department: Emergency Management

Telephone: 847-0986

4. **Staff summary:** The 2020 Hazard Mitigation Plan update is complete. Requesting acceptance by County Commissioners. This is the second update from the original.

5. **Supporting materials:** Resolution No.20- 577 .
Attached is the 2020 Hazardous Mitigation Plan.

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ 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. 13

Resolution #20-577

WHEREAS STOREY COUNTY has historically experienced severe damage from natural and human-caused hazards such as flooding, wildfire, drought, thunderstorms/high winds, and hazardous materials incidents on many occasions in the past century, resulting in loss of property and life, economic hardship, and threats to public health and safety;

WHEREAS this is the 2nd revision of STOREY COUNTY'S Hazard Mitigation Plan (the Plan) developed through thorough research and work by Storey County Office of Emergency Management in association and cooperation with the Storey County Planning Team for the reduction of hazard risk to the community;

WHEREAS the Plan specifically addresses hazard mitigation strategies and plan maintenance procedures for STOREY COUNTY;

WHEREAS the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural and human caused hazards that impact STOREY COUNTY with the effect of protecting people and property from loss associated with those hazards;

WHEREAS a public meeting was held to present the Plan for comment and review as required by law;

NOW THEREFORE BE IT RESOLVED

By the STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, that:

1. The Plan is hereby Adopted as an official plan of STOREY COUNTY.
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them.
3. Future revisions and Plan maintenance required by the Disaster Mitigation Act of 2000 and FEMA, are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the, Local Emergency Planning Commission by October 31st of each calendar year.

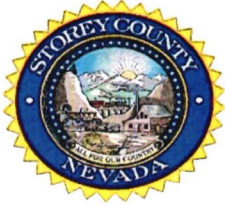
ADOPTED this **2nd** day of **June, 2020**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Possible Action regarding Amended Resolution No. 20-573 granting the Storey County Senior Center the sum of \$377,716.00 for the purpose of maintaining the Storey County Senior Center and for providing programs and services to seniors to promote independent and healthy lifestyles.
2. **Recommended motion:** I move to approve Amended Resolution 20-573 granting the Storey County Senior Center the sum of \$377,716.00 for the purpose of maintaining the Storey County Senior Center and for providing programs and services to seniors to promote independent and healthy lifestyles.
3. **Prepared by:** Lara Mather

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Under NRS 244.1505 a grant of money to a non-profit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
3. **5. Supporting materials:** Grant Application of Storey County Senior Center; Amended Resolution No. 20-573; NRS 244.1505; NRS 372.3261
6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ KL ____ 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. 14

AMENDED RESOLUTION NO. 20-573

RESOLUTION Authorizing Grant of Money to the STOREY COUNTY SENIOR CENTER for the purpose of maintaining the Storey County Senior Center, a county owned building, while providing programs and services to seniors to promote independent and healthy lifestyles.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted moneys; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;

- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable or educational purposes of the organization.

See NRS 372.3261(5); and,

WHEREAS, the STOREY COUNTY SENIOR CENTER is a Nevada domestic non-profit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, the STOREY COUNTY SENIOR CENTER desires to obtain a grant from Storey County in the amount of THREE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$377,716.00) for the purpose of maintaining the Storey County Senior Center, a county owned building, while providing programs and services to seniors to promote independent and healthy lifestyles; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the County budget;

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the STOREY COUNTY SENIOR CENTER a sum not to exceed THREE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$377,716.00) for the specific purpose of maintaining the Storey County Senior Center, while providing programs and services to seniors to promote independent and healthy lifestyles.

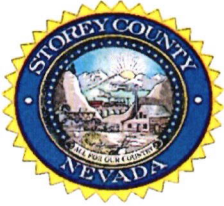
ADOPTED this **2nd** day of **June 2020**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: FOR POSSIBLE ACTION:** Consideration and Possible approval of Termination of Easement providing for termination of the non-exclusive easement provided by the Nevada Division of State Lands (State Lands) to Storey County for maintenance of the bridge where the USA Parkway crosses the Truckee River and conveying the easement back to State Lands. Long term maintenance of the bridge will be completed by NDOT.
2. **Recommended motion:** I _____ (Commissioner) move to approve Termination of Easement and authorize the chairman to sign the termination of easement conveying the bridge maintenance easement back to State Lands.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** See attached.
6. **Supporting materials:** Termination of Easement document.
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 ☐ Approved with Modifications
☐ Denied ☐ Continued

Staff Summary

On February 18, 2020 the BOCC approved a resolution (20-565) notifying State Lands of its intent to terminate the easement granted to it by State Lands and approved the signing of a quitclaim deed reconveying the easement back to State Lands once the notice was accepted. We also provided for an amendment of the interlocal agreement between NDOT and Storey County whereby the County was terminating its obligation to maintain the bridge. It is now proposed that NDOT take over maintenance of the bridge. In order to accomplish this, Storey County must terminate the easement conveyed to it by State Lands so that State Lands can convey the easement to NDOT. In order to terminate the easement, State Lands has also requested that Storey County reconvey whatever interest it has in the easement back to State Lands and to return an application for the termination of the bridge easement. Resolution 20-565 provided for the written notice and an application was submitted to State Lands to request termination. State Lands has since drafted the termination of easement and it is ready for proposed approval by the board.



TR-202226-2, LW
Interest: 15873
Project: 6633
Storey & Washoe County
Truckee River

Return to:
DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY NV 89701

TERMINATION OF EASEMENT

USA PARKWAY BRIDGE STOREY COUNTY

THIS TERMINATION OF EASEMENT, made and entered into this ____ day of _____, 2020 by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, hereinafter referred to as GRANTOR, and STOREY COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high-water mark." Through formal court proceedings the Truckee River has been determined to be a navigable body of water within Nevada; and

Easement Termination
USA Parkway Bridge
Storey County

WHEREAS, GRANTEE entered into an Easement for a bridge crossing the Truckee River on April 4th, 2013 and recorded in the official records of Storey County as Document Number 118393 on April 5th, 2013, and also recorded in the official records of Washoe County as Document Number 4233860 on May 6th, 2013. The Easement was issued for the purposes of maintaining and repairing the bridge, commonly known as the USA Parkway Bridge, on the river described as follows:

See EXHIBIT A

WHEREAS, the GRANTEE desires to terminate the above referenced Easement and has notified GRANTOR of their intention to terminate through Resolution Number 20-565, approved by the Storey County Board of County Commissioners on February 18, 2020; and

WHEREAS, the Nevada Department of Transportation (NDOT) has submitted an application to GRANTOR to hold an Assignment of Easement in NDOT's name for the long-term maintenance of the USA Parkway Bridge.

NOW THEREFORE, the GRANTOR by the authorized signature below does hereby TERMINATE the said Easement described above, in its entirety with the GRANTEE. All right, title and interest of GRANTEE to said premises shall terminate and shall revert to GRANTOR, its successors and assigns, and that GRANTOR shall have no further obligation to GRANTEE.

//

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Easement Termination
USA Parkway Bridge
Storey County

IN WITNESS WHEREOF, the parties hereto have subscribed this Termination of
Easement the day and year first noted above.

GRANTOR:

**STATE OF NEVADA,
Division of State Lands**

By: _____
CHARLES DONOHUE
Administrator and State Land Registrar

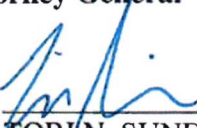
STATE OF NEVADA)
 : ss
CARSON CITY)

On _____, 2020 personally appeared before me, a Notary Public,
CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands,
who acknowledged that he executed the above instrument.

NOTARY PUBLIC

APPROVED as to Form:

**AARON D. FORD
Attorney General**

By:  _____
TORIN N. SUNDHEIM
Deputy Attorney General

Date: 4/8/20

Easement Termination
USA Parkway Bridge
Storey County

GRANTEE:

STOREY COUNTY

By: _____
MARSHALL MCBRIDE,
Chairman Board of County Commissioners

STATE OF NEVADA)
) ss
COUNTY OF STOREY)

On, _____ 2020, personally appeared before me, a notary public, _____, who acknowledged that (s)he executed the above document.

NOTARY PUBLIC

EXHIBIT A:
LEGAL DESCRIPTION



TRI STATE SURVEYING, LTD.
1925 E. Prater Way
Sparks, Nevada 89434
Telephone (775) 358-9491 ♦ FAX (775) 358-3664
Toll Free: 1-800-411-3752

Job No. 02428.01.M
February 10, 2005

EXHIBIT "A"
EASEMENT DESCRIPTION

All that certain piece or parcel of land located within a portion of the South One-Half (S1/2) of Section Twenty-Six (26), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Washoe and Storey Counties, Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said Section Twenty-Six (26), and proceeding thence North $81^{\circ}25'53''$ West, 3428.19 feet to the northerly Mean High Water Line of the Truckee River, the POINT OF BEGINNING;

THENCE leaving said northerly Mean High Water Line, South $31^{\circ}47'38''$ East, 142.37 feet to the southerly Mean High Water Line of the Truckee River;

THENCE along said southerly Mean High Water Line the following eight (8) courses:

- 1) South $58^{\circ}36'22''$ West, 50.47 feet,
- 2) South $40^{\circ}28'03''$ West, 23.08 feet,
- 3) South $20^{\circ}15'28''$ West, 22.28 feet,
- 4) South $46^{\circ}56'48''$ West, 119.39 feet,
- 5) South $48^{\circ}33'19''$ West, 3.41 feet,
- 6) South $42^{\circ}26'36''$ West, 39.45 feet,
- 7) South $56^{\circ}37'28''$ West, 20.81 feet and
- 8) South $33^{\circ}02'13''$ West, 56.85 feet,

THENCE leaving said southerly Mean High Water Line, North $65^{\circ}06'10''$ West, 162.86 feet to the northerly Mean High Water Line of the Truckee River;

THENCE along said northerly Mean High Water Line, the following thirteen (13) courses:

- 1) North $34^{\circ}55'36''$ East, 22.59 feet,

Easement Termination
USA Parkway Bridge
Storey County

EXHIBIT A:
LEGAL DESCRIPTION

- 2) North 40°41'13" East, 8.97 feet,
- 3) North 52°58'10" East, 30.65 feet,
- 4) North 41°30'28" East, 59.27 feet,
- 5) North 41°45'08" East, 9.67 feet,
- 6) North 36°45'25" East, 37.48 feet,
- 7) North 36°26'12" East, 34.89 feet,
- 8) North 43°58'25" East, 34.93 feet,
- 9) North 44°19'57" East, 35.53 feet,
- 10) North 55°11'03" East, 28.95 feet,
- 11) North 56°44'51" East, 27.71 feet,
- 12) North 52°47'53" East, 48.99 feet and,
- 13) North 56°36'32" East, 43.25 feet to the POINT OF BEGINNING.

CONTAINING an area of 57,203 square feet of land, more or less.

BASIS OF BEARINGS:

The Grid Bearing of North 68°20'45" East between NGS Stations N339 and X146, based on the North American Datum of 1983/94 HARN EXTENSION.



Date: 2/10/05
David C. Crook, P.L.S.
Nevada Certificate No. 10836

Easement Termination
USA Parkway Bridge
Storey County



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 2, 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 second reading of Bill No. 120, Ordinance 20-309, providing for whistleblower protections as required by AB 274 of the 2019 Legislative Session
2. **Recommended motion:** I _____ (Commissioner) move to approve second reading of Bill No. 120, Ordinance 20 – 309 establishing greater whistleblower protections
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** In the past, the provision of protections to whistleblowers by counties beyond those protections provided by state statutes was addressed to the discretion of each county. Storey County has not provided for county-mandated whistle blower protections. In 2019, the Nevada Legislature, enacted AB 274, which became law upon approval of the Governor. Section 3 of this Act mandated that local governments enact, by ordinance, procedures that provide at least the same amount of protection to local government officers and employees against reprisal and retaliation for the disclosure of improper governmental action as is provided in NRS 281.611 to 281.671, inclusive for state officers and employees. The proposed ordinance is intended to comply with the statutory requirement.
6. **Supporting materials:** Bill No. 120, Ordinance 20-309; AB 274 as enrolled.
7. **Fiscal impact:**
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:**
__X__ District Attorney
9. **Reviewed by:**
____ Department Head
____ County Manager
Department Name: _____
Other agency review: _____
9. **Board action:**
[] Approved [] Approved with Modifications
[] Denied [] Continued

Agenda Item No. 16

Assembly Bill No. 274—Assemblymen
Neal; Torres and Watts

CHAPTER.....

AN ACT relating to governmental administration; revising provisions governing the disclosure of information relating to complaints filed with the Nevada Equal Rights Commission within the Department of Employment, Training and Rehabilitation; revising provisions governing the protections against reprisal or retaliatory action provided for a state or local governmental officer or employee who discloses certain governmental action; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Nevada Equal Rights Commission is created under existing law within the Department of Employment, Training and Rehabilitation. (NRS 233.030) Among other duties, the Commission accepts, processes and resolves complaints alleging unlawful discriminatory practices in employment, housing and public accommodations. (NRS 233.157, 233.165, 233.170) With certain exceptions, existing law makes any information gathered by the Commission in the course of its investigation of an alleged unlawful discriminatory practice confidential. Existing law authorizes the disclosure of such information to any governmental entity as appropriate or necessary to carry out its duties. (NRS 233.190) **Section 1** of this bill: (1) limits access to information related to a complaint filed with the Commission to such staff of the Commission as are necessary to carry out the duties of the Commission relating to the complaint; and (2) prohibits such staff from disclosing the information to other officers and employees of the Department of Employment, Training and Rehabilitation unless the disclosure is necessary to carry out the duties of the Commission relating to the complaint.

Existing law encourages state and local governmental officers and employees to disclose action taken by a state or local governmental officer or employee in the performance of his or her official duties which is: (1) a violation of a state law or local ordinance; (2) an abuse of authority; (3) of substantial and specific danger to the public health or safety; or (4) a gross waste of public money. Existing law protects the rights of a state or local governmental officer or employee who makes such a disclosure, commonly known as a whistleblower. (NRS 281.611-281.671) **Section 2** of this bill makes the placement of false information in the personnel file of a state or local governmental officer or employee who discloses improper governmental action a form of reprisal or retaliatory action.

Existing law prohibits a state or local governmental officer or employee from using or attempting to use his or her official authority or influence to intimidate, threaten, coerce, command or influence another state or local governmental officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action. (NRS 281.631) **Section 2.5** of this bill clarifies that this prohibition includes using or attempting to use official authority or influence to intimidate, threaten, coerce, command or influence another state or local governmental officer or employee to take reprisal or retaliatory action. **Section 2.5** also requires a state or local governmental officer or employee to use his or her official authority or influence to remedy any reprisal or retaliatory action of which the officer or employee becomes aware.



Existing law authorizes a local government to enact by ordinance procedures that provide greater protection to local governmental officers and employees against reprisal and retaliation for the disclosure of improper governmental action than the protections provided in existing law. (NRS 281.635) **Section 3** of this bill: (1) makes it mandatory for a local government to enact procedures that provide at least the same amount of protection against reprisal and retaliation as is provided in existing law; and (2) authorizes such procedures to provide greater protection than the protection provided in existing law.

Existing law authorizes a hearing officer who hears an appeal relating to a reprisal or retaliatory action against a state or local governmental officer or employee for disclosing improper government action to issue an order directing the proper person to desist and refrain from engaging in an action determined to be a reprisal or retaliatory action. (NRS 281.641, 281.645) **Sections 4 and 5** of this bill authorize the filing of an appeal with a hearing officer for violations of the provisions relating to use of official authority or influence. **Sections 4 and 5** additionally authorize such a hearing officer to order the termination of the employment of the proper person.

Existing law requires certain persons to annually make available to each state or local governmental officer or employee a written summary of the provisions of existing law concerning reprisal or retaliatory action against a state or local governmental officer or employee who discloses improper governmental action. (NRS 281.661) **Section 6** of this bill requires this written summary to be: (1) developed by the Division of Human Resource Management of the Department of Administration and clearly explain the relevant provisions in existing law, including any action that a hearing officer is authorized to take if the hearing officer determines that reprisal or retaliatory action was taken; and (2) provided within 30 days after the commencement of employment, in addition to being provided annually. **Section 6** also authorizes, in lieu of the written summary, the viewing of a video recording developed by the Division of Human Resource Management that clearly explains the relevant provisions in existing law. **Section 6** requires the Division and the administrative head of a local government to obtain written confirmation that employees received the summary or viewed the video as required.

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

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

Section 1. NRS 233.190 is hereby amended to read as follows:
233.190 1. Except as otherwise provided in this section or NRS 239.0115, any information gathered by the Commission in the course of its investigation of an alleged unlawful discriminatory practice in housing, employment or public accommodations is confidential.

2. ~~The~~ *Except as otherwise provided in subsection 5, the* Commission may disclose information gathered pursuant to subsection 1 to:

(a) Any governmental entity as appropriate or necessary to carry out its duties pursuant to this chapter; or



(b) To any other person if the information is provided in a manner which does not include any information that may be used to identify the complainant, the party against whom the unlawful discriminatory practice is alleged or any person who provided information to the Commission during the investigation.

3. Except as otherwise provided in subsection 4, the Commission shall disclose information gathered pursuant to subsection 1 to the complainant and the party against whom the unlawful discriminatory practice is alleged if:

(a) Each has consented to such disclosure; or

(b) The Commission has determined to conduct a hearing on the matter or apply for a temporary restraining order or an injunction or an action has been filed in court concerning the complaint.

4. The Commission may not disclose to the complainant or the party against whom the unlawful discriminatory practice is alleged:

(a) Any information obtained during negotiations for a settlement or attempts at mediating or conciliating the complaint.

(b) Any investigative notes or reports made by the Commission.

(c) Any information that may be used to identify a person who provided information to the Commission during the investigation and who has requested anonymity.

5. *After the filing of a complaint with the Commission, access to information related to the complaint must be limited only to such staff of the Commission as is necessary to carry out the duties of the Commission relating to the complaint. Such staff shall not disclose such information to the other officers and employees of the Department of Employment, Training and Rehabilitation, including, without limitation, supervisors and the Director of the Department, unless the disclosure is necessary to carry out the duties of the Commission relating to the complaint.*

6. Except as otherwise provided in this section or NRS 239.0115, if the Commission's attempts at mediating or conciliating the cause of the grievance succeed, the information gathered pursuant to subsection 1 must remain confidential.

~~6.1~~ 7. If the Commission proceeds with a hearing or applies for injunctive relief, confidentiality concerning any information, except negotiations for a settlement or attempts at mediating or conciliating the cause of the grievance, is no longer required.

Sec. 2. NRS 281.611 is hereby amended to read as follows:

281.611 As used in NRS 281.611 to 281.671, inclusive, unless the context otherwise requires:

1. "Improper governmental action" means any action taken by a state officer or employee or local governmental officer or employee



in the performance of the officer's or employee's official duties, whether or not the action is within the scope of employment of the officer or employee, which is:

- (a) In violation of any state law or regulation;
- (b) If the officer or employee is a local governmental officer or employee, in violation of an ordinance of the local government;
- (c) An abuse of authority;
- (d) Of substantial and specific danger to the public health or safety; or
- (e) A gross waste of public money.

2. "Local government" means a county in this State, an incorporated city in this State and Carson City.

3. "Local governmental employee" means any person who performs public duties under the direction and control of a local governmental officer for compensation paid by or through a local government.

4. "Local governmental officer" means a person elected or appointed to a position with a local government that involves the exercise of a local governmental power, trust or duty, including:

- (a) Actions taken in an official capacity which involve a substantial and material exercise of administrative discretion in the formulation of local governmental policy;
- (b) The expenditure of money of a local government; and
- (c) The enforcement of laws and regulations of the State or a local government.

5. "Reprisal or retaliatory action" includes:

- (a) The denial of adequate personnel to perform duties;
- (b) Frequent replacement of members of the staff;
- (c) Frequent and undesirable changes in the location of an office;
- (d) The refusal to assign meaningful work;
- (e) The issuance of letters of reprimand or evaluations of poor performance;
- (f) A demotion;
- (g) A reduction in pay;
- (h) The denial of a promotion;
- (i) A suspension;
- (j) A dismissal;
- (k) A transfer;
- (l) Frequent changes in working hours or workdays; ~~for~~
- (m) If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee ~~for~~ ; or



(n) Knowingly placing false information, including, without limitation, a false complaint, in the personnel file of the employee,

→ if such action is taken, in whole or in part, because the state officer or employee or local governmental officer or employee disclosed information concerning improper governmental action.

6. "State employee" means any person who performs public duties under the direction and control of a state officer for compensation paid by or through the State.

7. "State officer" means a person elected or appointed to a position with the State which involves the exercise of a state power, trust or duty, including:

(a) Actions taken in an official capacity which involve a substantial and material exercise of administrative discretion in the formulation of state policy;

(b) The expenditure of state money; and

(c) The enforcement of laws and regulations of the State.

Sec. 2.5. NRS 281.631 is hereby amended to read as follows:

281.631 1. A state officer or employee and a local governmental officer or employee ~~shall~~ :

(a) Shall use the official authority or influence of the officer or employee to remedy any reprisal or retaliatory action of which the officer or employee becomes aware.

(b) Shall not ~~directly~~ :

(1) Directly or indirectly use or attempt to use the official authority or influence of the officer or employee to intimidate, threaten, coerce, command, influence or attempt to intimidate, threaten, coerce, command or influence another state officer or employee or another local governmental officer or employee, as applicable, in an effort to interfere with or prevent the disclosure of information concerning improper governmental action ~~+~~, including, without limitation, by intimidating, threatening, coercing, commanding, influencing or attempting to intimidate, threaten, coerce, command or influence the other officer or employee to take reprisal or retaliatory action.

(2) Fail to use the official authority or influence of the officer or employee to remedy any reprisal or retaliatory action of which the officer or employee becomes aware.

2. For the purposes of this section, use of "official authority or influence" includes taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.



Sec. 3. NRS 281.635 is hereby amended to read as follows:

281.635 A local government ~~may enact~~ *shall*, by ordinance, *enact* procedures that provide ~~greater~~ *at least the same amount of* protection to local governmental officers and employees against reprisal and retaliation for the disclosure of improper governmental action ~~than the protection~~ *as is* provided in NRS 281.611 to 281.671, inclusive. *Such procedures may provide greater protection to local governmental officers and employees than the protection provided in NRS 281.611 to 281.671, inclusive.*

Sec. 4. NRS 281.641 is hereby amended to read as follows:

281.641 1. If any *alleged violation of NRS 281.631 occurs or any alleged* reprisal or retaliatory action is taken against a state officer or employee who discloses information concerning improper governmental action within 2 years after the information is disclosed, the state officer or employee may file a written appeal with a hearing officer of the Personnel Commission for a determination of whether *a violation of NRS 281.631 occurred or* the action taken was a reprisal or retaliatory action ~~+~~, *as applicable*. The written appeal must be accompanied by a statement that sets forth with particularity ~~+~~, *as applicable*:

(a) The facts and circumstances *relating to the alleged violation of NRS 281.631; or*

(b) *The facts and circumstances* under which the disclosure of improper governmental action was made ~~+~~ and

~~+(b) The~~ *the* reprisal or retaliatory action that is alleged to have been taken against the state officer or employee.

➔ The hearing must be conducted in accordance with the procedures set forth in NRS 284.390 to 284.405, inclusive, and the procedures adopted by the Personnel Commission pursuant to subsection ~~4+~~ 5.

2. If the hearing officer determines that *a violation of NRS 281.631 occurred or* the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing :

(a) ~~the~~ *The* proper person to desist and refrain from engaging in such *a violation or* action ~~+~~; *or*

(b) *The termination of the employment of the proper person.*

3. The hearing officer shall file a copy of the decision with the Governor or any other elected state officer who is responsible for the actions of that person.

~~3+~~ 4. The hearing officer may not rule against the state officer or employee based on the person or persons to whom the improper governmental action was disclosed.

~~4+~~ 5. The Personnel Commission may adopt rules of procedure for conducting a hearing pursuant to this section that are not



inconsistent with the procedures set forth in NRS 284.390 to 284.405, inclusive.

~~§~~ 6. As used in this section, "Personnel Commission" means the Personnel Commission created by NRS 284.030.

Sec. 5. NRS 281.645 is hereby amended to read as follows:

281.645 1. A local government shall, by ordinance, establish procedures for hearing an appeal from a local governmental officer or employee who ~~§~~ *alleges a violation of NRS 281.631 occurred or who:*

(a) Disclosed information concerning improper governmental action; and

(b) Believes that as a result of that disclosure, a reprisal or retaliatory action has been taken against the local governmental officer or employee,

→ to determine whether a *violation of NRS 281.631 occurred or whether a* reprisal or retaliatory action has been taken against the local governmental officer or employee. The procedures must allow a local governmental officer or employee to file an appeal not later than 2 years after the information is disclosed *or the disclosure of which has been prevented or interfered with* and require the local governmental officer or employee who desires to file an appeal to file the appeal within 60 days after the alleged *violation of NRS 281.631 occurred or the alleged* reprisal or retaliatory action was taken against the local governmental officer or employee.

2. An ordinance adopted pursuant to subsection 1 must:

(a) Prescribe the required contents of an appeal;

(b) Provide for the designation or appointment of hearing officers to hear such appeals; and

(c) Provide that if a hearing officer determines that *a violation of NRS 281.631 occurred or* the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing :

(1) ~~the~~ *The* proper person to desist and refrain from engaging in such *a violation or* action ~~§~~ ; or

(2) *The termination of the employment of the proper person.*

Sec. 6. NRS 281.661 is hereby amended to read as follows:

281.661 ~~Each year;~~

1. The Administrator of the Division of Human Resource Management of the Department of Administration shall ~~make available to~~ *obtain written confirmation that* each state officer and employee ~~§; and~~ , *not later than 30 days after commencing employment and annually thereafter, received a written summary or viewed a video recording that clearly explains the provisions of NRS 281.611 to 281.671, inclusive, including, without limitation,*



any action that a hearing officer is authorized to take if the hearing officer determines that reprisal or retaliatory action was taken.

2. The administrative head of a local government shall ~~make available to~~ *obtain written confirmation that* each local governmental officer or employee,

~~not later than 30 days after commencing employment and annually thereafter, received~~ *a written summary or viewed a video recording that clearly explains the provisions* of NRS 281.611 to 281.671, inclusive ~~and~~ *, including, without limitation, any action that a hearing officer is authorized to take if the hearing officer determines reprisal or retaliatory action was taken.*

3. *The Division of Human Resource Management shall develop and revise as necessary the written summary and video recording described in subsections 1 and 2.*

Sec. 7. This act becomes effective upon passage and approval.



Summary- An ordinance enacting procedures to provide protection to Storey County officers and employees against reprisal and retaliation for disclosure of improper governmental action and other matters properly related thereto.

Bill No. 120

ORDINANCE NO. 20 - 309

TITLE:

AN ORDINANCE ENACTING PROCEDURES TO PROVIDE PROTECTION TO OFFICERS AND EMPLOYEES OF STOREY COUNTY AGAINST REPRISALS AND RETALIATION FOR THE DISCLOSURE OF IMPROPER GOVERNMENTAL ACTION AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

Recital

Whereas, the Nevada Legislature by AB 274 of the 80th legislative session required that local governments enact, by ordinance, procedures that provide at least the same amount of protection to local government officers and employees against reprisal and retaliation for the disclosure of improper governmental action as is provided in NRS 281.611 to 281.671, inclusive for state officers and employees.

NOW THEREFORE DOES THE BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY ORDAIN AS FOLLOWS:

There is hereby added to Title 2 of the Storey County Code a new chapter consisting of sections 1- 7 as hereafter set forth.

SECTION 1. Definitions

As used in sections 2 - 7, inclusive, unless the context otherwise requires the following terms have the definitions set forth below:

1. "Improper governmental action" means any action taken by a County governmental officer or employee in the performance of the officer's or employee's official duties, whether or not the action is within the scope of employment of the officer or employee, which is:

- (a) In violation of any state law or regulation;
- (b) In violation of an ordinance of Storey County;
- (c) An abuse of authority;
- (d) Of substantial and specific danger to the public health or safety; or
- (e) A gross waste of public money.

2. "County" means Storey County.

3. "County employee" means any person who performs public duties under the direction and control of a County officer for compensation paid by or through the County.

4. "County officer" means a person elected or appointed to a position with the County that involves the exercise of a County power, trust or duty, including:

(a) Actions taken in an official capacity which involve a substantial and material exercise of administrative discretion in the formulation of County policy;

(b) The expenditure of money of the County; and

(c) The enforcement of laws and regulations of the State or the County.

5. "Reprisal or retaliatory action" includes:

(a) The denial of adequate personnel to perform duties;

(b) Frequent replacement of members of the staff;

(c) Frequent and undesirable changes in the location of an office;

(d) The refusal to assign meaningful work;

- (e) The issuance of letters of reprimand or evaluations of poor performance;
- (f) A demotion;
- (g) A reduction in pay;
- (h) The denial of a promotion;
- (i) A suspension;
- (j) A dismissal;
- (k) A transfer;
- (l) Frequent changes in working hours or workdays; or
- (m) If the County officer or employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the officer or employee: or,
- (n) Knowingly placing false information, including, without limitation, a false complaint, in the personnel file of the County officer or employee,

If such action is taken in whole or in part because the County officer or employee disclosed information concerning improper governmental action.

SECTION 2. Public Policy

It is hereby declared to be the public policy of Storey County that a County officer or employee is encouraged to disclose, to the extent not expressly prohibited by law, improper governmental action, and it is the intent of the Board of County Commissioners of Storey County to protect the rights of a County officer or employee who makes such a disclosure.

SECTION 3.

1. A County officer or employee:

(a) Shall use the official authority or influence of the officer or employee to remedy any reprisal or retaliatory action of which the officer or employee becomes aware.

(b) Shall not:

(1) directly or indirectly use or attempt to use the official authority or influence of the officer or employee to intimidate, threaten, coerce, command, influence or attempt to intimidate, threaten, coerce, command or influence another County officer or employee, in an effort to interfere with or prevent the disclosure of information concerning improper governmental action, including, without limitation, by intimidating, threatening, coercing, commanding, influencing or attempting to intimidate, threaten, coerce, command or influence the other officer or employee to take reprisal or retaliatory action.

(2) Fail to use the official authority or influence of the officer or employee to remedy any reprisal or retaliatory action of which the officer or employee becomes aware.

2. For the purposes of this section, use of “official authority or influence” includes taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

SECTION 4.

1. If any alleged reprisal or retaliatory action is taken against a County officer or employee who discloses information concerning improper governmental action within 2 years after the information is disclosed, the County officer or employee may file a written appeal with the county manager. If any alleged violation of section 3 above is alleged the County officer or employee has 60 days within which to file the appeal with the county manager. The county manager shall appoint a hearing officer to hear the appeal and to make a determination of whether a violation of section 3 above occurred or the action taken was a reprisal or retaliatory action. The written appeal must be accompanied by a statement that sets forth with particularity, as applicable:

(a) The facts and circumstances relating to the alleged violation of section 3 above; or

(b) the facts and circumstances under which the disclosure of improper governmental action was made and the reprisal or retaliatory action that is alleged to have been taken against the County officer or employee

2. The hearing must be conducted substantially in accordance with the procedures set forth in NRS 284.390 to 284.405, inclusive, as they now exist or may hereafter be amended and the procedures adopted by the hearing officer pursuant to subsection 5, below.

3. If the hearing officer determines that a violation of section 3 above occurred or the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing:

(a) The proper person to desist and refrain from engaging in such a violation or action; or

(b) The termination of the employment of the proper person.

4. The hearing officer shall file a copy of the decision with the County manager or any other elected county officer who is responsible for the actions of that person.

5. The hearing officer may not rule against the local officer or employee based on the person or persons to whom the improper governmental action was disclosed.

6. The hearing officer may adopt rules of procedure for conducting a hearing pursuant to this section that are not inconsistent with the procedures set forth in NRS 284.390 to 284.405, inclusive as they presently exist or may hereafter be amended.

SECTION 5

1. Upon the appointment of a hearing officer, the hearing officer shall grant the County officer or employee a hearing within 20 working days after appointment as the hearing officer unless the time limitation is waived, in writing, by the County officer or employee or there is a conflict with the hearing calendar of the hearing officer, in which case the hearing must be scheduled for the earliest possible date after the expiration of the 20 days.

2. Upon verification that an appeal has been filed with the county manager any county office or department which has investigated the complaint, if any, shall, within 5 days after receiving a request by the County officer or employee or his or her representative, produce and allow the County Officer or employee or his or her representative to inspect or receive a copy of any document concerning the internal administrative investigation, including, without limitation, any recordings, notes, transcripts of interviews or other documents or evidence related to the internal administrative investigation.

3. The County Officer or employee may represent himself or herself at the hearing or be represented by an attorney or other person of the employee's own choosing.

4. Technical rules of evidence do not apply at the hearing.

5. After the hearing and consideration of the evidence, the hearing officer shall render a decision in writing, setting forth the reasons therefor.

6. The decision of the hearing officer is binding on the parties.

7. Any petition for judicial review of the decision of the hearing officer must be filed in accordance with the following:

1. Judicial review of a final decision of the hearing officer must be:

(a) Conducted by the court without a jury; and

(b) Confined to the record.

2. The final decision of the hearing officer shall be deemed reasonable and lawful until reversed or set aside in whole or in part by the court. The burden of proof is on the party attacking or resisting the decision to show that the final decision is invalid pursuant to subsection 3.

3. The court shall not substitute its judgment for that of the hearing officer as to the weight of evidence on a question of fact. The court may remand or affirm the final decision or set it aside in whole or in part if substantial rights of the petitioner have been prejudiced because the final decision of the hearing officer is:

(a) In violation of constitutional or statutory provisions;

(b) In excess of the statutory authority of the agency;

(c) Made upon unlawful procedure;

(d) Affected by other error of law;

(e) Clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or

(f) Arbitrary or capricious or characterized by abuse of discretion.

4. As used in this section, "substantial evidence" means evidence which a reasonable mind might accept as adequate to support a conclusion.

SECTION 6

1. The hearing officer may, upon application of any party to a hearing held pursuant to this chapter, issue subpoenas requiring the attendance and testimony of witnesses at the proceeding.

2. The hearing officer may, upon motion of a party, direct that an opposing party participate in a discovery conference at which both parties and their counsel may put questions to the other party and receive answers, or request and receive copies of relevant documents or examine relevant documents and records and any other physical evidence which the opposing party intends to use at the hearing.

3. The hearing officer may administer oaths and affirmations and examine witnesses.

SECTION 7

1. All witnesses appearing pursuant to subpoena, other than parties or officers or employees of the State or any political subdivision thereof, are entitled to receive fees and mileage in the same amounts and under the same circumstances as prescribed by law for witnesses in civil actions in the district courts.

2. Witnesses entitled to fees or mileage who attend hearings at points so far removed from their residences as to prohibit return thereto from day to day are entitled, in addition to fees and mileage, to receive the per diem allowance and travel expenses provided for state officers and employees generally for each day of actual attendance and for each day necessarily occupied in traveling to and from the hearings.

3. Per diem and travel expenses must be paid by the party at whose request the witness is subpoenaed. The hearing officer may award as costs the amount of all such expenses to the prevailing party.

SECTION 8

The hearing officer selected by the county manager must be a lawyer or other person experienced in conducting contested hearings. The hearing officer must be free from conflicts of interest identified in NRS 281A.420(1). The hearing officer is entitled to reasonable compensation for his/her services and to the reimbursement of costs reasonably incurred.

Proposed on _____, 2020.

Proposed by Commissioner _____.

Passed on: _____, 2020

Vote:

Ayes:	Commissioners	_____

Nays:	Commissioners	_____

Absent:	Commissioners	_____

Marshall McBride, Chairman

Attest:

Vanessa Stephens, County Clerk

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year 2020.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 2, 2020

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of revised settlement agreement between International Investments, the Peri Trusts and Vanessa Stephens as Storey County Treasurer and Tax Receiver in Case No. 18 RP 00002 1E filed in the First Judicial District Court
2. **Recommended motion:** I _____ (Commissioner) move to approve the terms of the revised settlement agreement reached between International Investments LLC, the Peri Trusts and Vanessa Stephens in her role as Storey County Treasurer and Tax Receiver and ratify the Chairman's signature to the agreement
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** See attached
6. **Supporting materials:** Settlement Agreement
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: _____
9. **Board action:**

☐ Approved	☐ Approved with Modifications
☐ Denied	☐ Continued

Agenda Item No. 17

STAFF SUMMARY

The International Investments case is a case brought by International Investments LLC to quiet title to a parcel of real property located east of Lockwood. Vanessa Stephens was named in the suit in her role as the Storey County Treasurer and Tax receiver. Her interest in the property stems from a lien for unpaid taxes associated with the Old Bridge Ranch brothel in an amount somewhat in excess of \$106,000.00. Other parties appearing in the suit were representatives of the Peri Trusts who claimed an interest in the Old Bridge Ranch brothel and a parcel of land on which the brothel building is located.

On Tuesday August 13, Chairman McBride and I appeared at a settlement conference managed by the Honorable David Gamble, Senior District Judge. Also appearing were representatives of International Investments LLC and of the Peri Trusts. After some hours of negotiation it was agreed that International Investments would pay the County \$42,302.89 in past due taxes. In turn the County would pay \$3,000 to the Peri trusts towards the expense of abating the brothel building as a nuisance. The brothel building will have to be removed within two years. The County will forgive past due interest and penalties as it is authorized to do pursuant to NRS 361.4835(1) and will recognize an overassessment as to the current and three past years of taxes as allowed by NRS 361.378.

After a lengthy period of time in which there were on-going negotiations between the Peri Trusts and International Investments a revised settlement agreement was provided to the County. The revisions only affect the Peri Trusts and International Investments, not Storey County.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated August 13, 2019 is made and entered into by and between INTERNATIONAL INVESTMENTS LLC, a Nevada limited liability company ("International Investments"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as EX-OFFICIO TAX RECEIVER OF STOREY COUNTY ("Storey County Tax Receiver"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as TREASURER OF STOREY COUNTY ("Storey County Treasurer" and collectively with Storey County Tax Receiver, "Storey County"); THE JAMES L. PERI TRUST, DATED AUGUST 18, 1993, a trust ("James Peri Trust"); and THE JOSEPH F. PERI FAMILY TRUST, DATED AUGUST 17, 1993, a trust ("Joseph Peri Trust") (together, the "Peri Trusts"); (all parties individually a "Settling Party" and collectively the "Settling Parties"). This Agreement is effective and entered into when executed by all Settling Parties.

RECITALS:

On April 20, 2018, International Investments filed a Verified Complaint ("Complaint") in the First Judicial District Court of the State of Nevada in and for the County of Storey asserting a claim for, among other things, quiet title to property referred to as the Bridge Ranch Portion¹ of the Parent Parcel², as those terms are defined in the Complaint (the "Lawsuit").

¹ The "Bridge Ranch Portion" is defined as: All that certain parcel situate within a portion of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of Section Fifteen (15), Township Nineteen (19) North, Range Twenty-One (21) East, Mount Diablo Meridian [sic], Washoe County, Nevada, said parcel being more particularly described as follows:

BEGINNING as a point 20 feet easterly of the centerline of a paved road from which the west one-quarter corner of said Section 15 bears South 75°02'23" West, 2,819.17 feet;

THENCE from the POINT OF BEGINNING along a line 20 feet easterly of the centerline of the above mentioned paved road, South 11°40'59" East, 303.12 feet;

THENCE leaving said paved road, South 61°45'09" East, 119.02 feet;

THENCE North 30°56'51" East, 266.72 feet;

THENCE North 15°41'26" West, 42.45 feet;

THENCE North 63°42'39" West, 188.66 feet to the POINT OF BEGINNING, and contains 49,460 square feet more or less.

² The "Parent Parcel" is defined as: all that certain parcel situate within a portion of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 19 North, Range 21 East, M.D.B.&M., Storey County, Nevada, being more particularly described as follows:

BEGINNING on the northerly line of the Southwest 1/4 of the Northeast 1/4 of Section 15 and the easterly right-of-way line of a 40 foot road easement from which the Northeast corner of said Section 15 bears North 59°56'50" East, 2,864.47 feet; thence

The Settling Parties engaged in a mediation on August 13, 2019. As a result of the mediation, The Settling Parties desire to resolve all issues and disagreements by and between them (the "Dispute"), including, but not limited to, all claims any Settling Party has or may have against another Settling Party with respect to the above-referenced Lawsuit and Dispute, including but not limited to any claims that were or could have been brought in the Lawsuit.

TERMS OF SETTLEMENT:

In consideration of the mutual covenants and promises contained in this Agreement and to avoid the expense of litigation, the Settling Parties agree as follows:

1. The forgoing recitals are true and incorporated herein, as though set forth in full.
2. Consideration: the consideration given under this Agreement shall be the following:
 - a. International Investments to pay tax bill to Storey County in the amount of \$42,302.89. International Investments to pay \$7,000.00 to the Peri Trusts. Storey County to pay \$3,000.00 to the Peri Trusts as a portion of nuisance abatement.
 - b. The Peri Trusts shall receive an access easement from International Investments for Peri Ranch Road. The Peri Trusts shall grant a sewer easement to Canyon General Improvement District. The Peri Trusts and International Investments shall have the option to hook up to Canyon General Improvement District sewer and water.
 - c. Storey County fully releases International Investments and the Peri Trusts for past taxes. The Peri Trusts shall quitclaim real property known as the "Old Bridge Ranch Portion" to International Investments. International Investments agrees to abate the nuisance at the property within 2 years.
 - d. International Investments withdraws any claim it has made against the Peri Trusts regarding thirty (30) acre feet of water rights that have previously been

from the point of beginning along said easterly right-of-way line South 06°59'30" West, 509.68 feet; thence South 06°40'43" West, 303.18 feet; thence South 09°42'00" East, 90.48 feet; thence leaving said easterly right-of-way line, South 89°23'00" East, 69.50 feet; thence North 27°24'00" East, 191.00 feet; thence South 71°32'00" East, 152.00 feet; thence North 13°42'00" East, 139.20 feet; thence South 82°14'47" East, 115.41 feet; thence North 25°00'00" West, 120.00 feet; thence North 65°00'00" East, 85.00 feet; thence North 38°44'24" West, 628.26 feet to the point of beginning.

in dispute between the Peri Trusts and International Investments and will make no further or future claim for any water rights of the Peri Trusts appurtenant to Storey County parcels 004-111-16, 004-111-21, and/or 004-111-22. The Peri Trusts will make no further or future claim for any water rights of International Investments appurtenant to Storey County parcels 004-111-10, 004-111-23, 004-111-30, 004-111-36, 004-111-41, 004-111-42, and/or 004-111-43.

- e. Upon full performance of the items listed above, the parties authorize their counsel to prepare and execute a stipulation and proposed order for dismissal, with prejudice, of the Lawsuit. The stipulation and proposed order shall reflect that each party will bear their own attorneys' fees and costs.
 - f. Each Settling Party to this Agreement shall bear its own fees and costs, including attorneys' fees, resulting from or related to the negotiation and execution of this Agreement. Each Settling Party waives and releases any claim for fees and expenses, including but not limited to attorneys' fees, with respect to the negotiation and execution of this Agreement.
3. Agreement Not Admission of Liability. This Agreement is a resolution of disputed claims and defenses and is intended by the Settling Parties to avoid the expenses and risks of litigation. By executing this Agreement, no Settling Party, nor any of their affiliates, employees or representatives admits to any wrongdoing, liability or responsibility.
4. Mutual Releases.
- a. International Investments and its affiliates, control persons, agents, attorneys, administrators, members, successors, and assigns, agree to completely and forever release and discharge Storey County and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which International Investments ever had or now has against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

- b. Storey County and its respective affiliates, employees, agents, attorneys, administrators, successors, and assigns, agree to completely and forever release and discharge International Investments and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which Storey County ever had or now has against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.
 - c. The Peri Trusts and their respective affiliates, employees, agents, attorneys, administrators, successors, beneficiaries, trustees, executors, and assigns, agree to completely and forever release and discharge International Investments and Storey County and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the Peri Trusts ever had or now have against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.
- 5. Attorneys' Fees. If any action or proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.
- 6. General Provisions.
 - a. Notice. All notices concerning this Agreement shall be mailed and emailed to the Settling Parties at the following addresses:

To International Investments:

Mark H. Gunderson, Esq.
Gunderson Law Firm
3895 Warren Way
Reno, NV 89509
mgunderson@gundersonlaw.com

To Storey County:

Keith Loomis, Esq.
Deputy District Attorney
Storey County District Attorney's Office
P.O. Box 496, 201 South C Street
Virginia City, NV 89440
kloomis@storeycounty.org

To Peri Trusts:

Brad Johnston, Esq.
SIMONS HALL JOHNSTON PC
22 State Route 208
Yerington, Nevada 89447
bjohnston@shjnevada.com

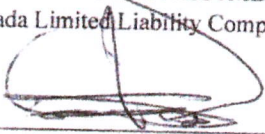
--Any Settling Party may change their address for notices by a notice in writing mailed or emailed to the addresses shown above.

- b. Resolution of Disputes. Any issue or dispute with regard to the terms of this Agreement is to be determined solely by Ret. Judge David Gamble. The resolution found by Judge Gamble regarding the terms of this Agreement shall be binding on the Parties without appeal.
- c. Integration and Amendments. This Agreement, and the documents to be concurrently executed herewith, contain the entire Agreement of the Settling Parties relating to the subject matter of this Agreement and may be modified or amended only by a written instrument executed by all of the Settling Parties. This Agreement shall supersede all other written documents executed by the Settling Parties relating to the subject matter of this Agreement.

- d. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.
- e. Authority and No Prior Assignment. Each person executing this Agreement represents and warrants to each other Settling Party that (i) he/she has the authority to execute this Agreement and (ii) that he/she has not voluntarily or involuntarily assigned or otherwise hypothecated his/her interest in the claims or demands hereby compromised and released. Storey County requires approval of this Settlement Agreement by a vote of the Storey County Commission in accordance with Nevada law.
- f. No Construction Against Drafter. Each Settling Party has had the opportunity to review this Agreement independently with their respective attorney and has participated in the drafting hereof. Any ambiguity shall not be construed against any one Settling Party merely because that Settling Party was allegedly the drafter thereof.
- g. Parties Represented by Counsel: The Settling Parties acknowledge and agree that they have entered into this Agreement voluntarily, without duress or coercion, and have done so with the full advice of their respective legal counsel.
- h. Course of Dealing. No course of dealing and no delay on the part of the Settling Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Settling Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.
- i. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Settling Parties hereto, each as an original, shall constitute one and the same instrument. The parties may each sign by "DocuSign" and a copy, scan, or fax thereof shall be deemed an original. Facsimile, "DocuSign," or electronic mail signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

- j. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

INTERNATIONAL INVESTMENTS LLC,
a Nevada Limited Liability Company



By: Dante Perano as President of G&G
Capital Inc.
Its: Manager

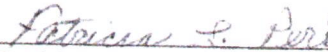
STOREY COUNTY

By: Vanessa Stephens fka Vanessa Dixon
Its: Treasurer and Tax Receiver

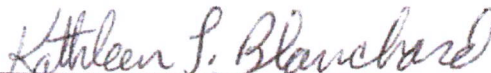
and

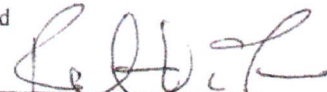
By: Marshall McBride
Its: Chairman, Storey County Commission

THE JOSEPH F. PERI FAMILY TRUST,
DATED AUGUST 17, 1993


By: Patricia L. Peri
Its: Trustee

THE JAMES J. PERI FAMILY TRUST,
DATED AUGUST 18, 1993


By: Kathleen L. Blanchard
Its: Co-Trustee

and

By: Robert A. Peri
Its: Co-Trustee

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated August 13, 2019 is made and entered into by and between INTERNATIONAL INVESTMENTS LLC, a Nevada limited liability company ("International Investments"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as EX-OFFICIO TAX RECEIVER OF STOREY COUNTY ("Storey County Tax Receiver"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as TREASURER OF STOREY COUNTY ("Storey County Treasurer" and collectively with Storey County Tax Receiver, "Storey County"); THE JAMES L. PERI TRUST, DATED AUGUST 18, 1993, a trust ("James Peri Trust"); and THE JOSEPH F. PERI FAMILY TRUST, DATED AUGUST 17, 1993, a trust ("Joseph Peri Trust") (together, the "Peri Trusts"); (all parties individually a "Settling Party" and collectively the "Settling Parties"). This Agreement is effective and entered into when executed by all Settling Parties.

RECITALS:

On April 20, 2018, International Investments filed a Verified Complaint ("Complaint") in the First Judicial District Court of the State of Nevada in and for the County of Storey asserting a claim for, among other things, quiet title to property referred to as the Bridge Ranch Portion¹ of the Parent Parcel², as those terms are defined in the Complaint (the "Lawsuit").

¹ The "Bridge Ranch Portion" is defined as: All that certain parcel situate within a portion of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of Section Fifteen (15), Township Nineteen (19) North, Range Twenty-One (21) East, Mount Diablo Meridian [sic], Washoe County, Nevada, said parcel being more particularly described as follows:

BEGINNING as a point 20 feet easterly of the centerline of a paved road from which the west one-quarter corner of said Section 15 bears South 75°02'23" West, 2,819.17 feet;

THENCE from the POINT OF BEGINNING along a line 20 feet easterly of the centerline of the above mentioned paved road, South 11°40'59" East, 303.12 feet;

THENCE leaving said paved road, South 61°45'09" East, 119.02 feet;

THENCE North 30°56'51" East, 266.72 feet;

THENCE North 15°41'26" West, 42.45 feet;

THENCE North 63°42'39" West, 188.66 feet to the POINT OF BEGINNING, and contains 49,460 square feet more or less.

² The "Parent Parcel" is defined as: all that certain parcel situate within a portion of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 19 North, Range 21 East, M.D.B.&M., Storey County, Nevada, being more particularly described as follows:

BEGINNING on the northerly line of the Southwest 1/4 of the Northeast 1/4 of Section 15 and the easterly right-of-way line of a 40 foot road easement from which the Northeast corner of said Section 15 bears North 59°56'50" East, 2,864.47 feet; thence

The Settling Parties engaged in a mediation on August 13, 2019. As a result of the mediation, The Settling Parties desire to resolve all issues and disagreements by and between them (the "Dispute"), including, but not limited to, all claims any Settling Party has or may have against another Settling Party with respect to the above-referenced Lawsuit and Dispute, including but not limited to any claims that were or could have been brought in the Lawsuit.

TERMS OF SETTLEMENT:

In consideration of the mutual covenants and promises contained in this Agreement and to avoid the expense of litigation, the Settling Parties agree as follows:

1. The forgoing recitals are true and incorporated herein, as though set forth in full.
2. Consideration: the consideration given under this Agreement shall be the following:
 - a. Plaintiffs pay tax bill to Storey Co of \$12,302.89
Plaintiffs pay \$7000 to Peri Trusts
Storey Co pays Peri trusts 7000 as portion of nuisance abatement.
 - b. Peris receive access easement from Plaintiffs
Peris grant sewer easement to Plaintiffs.
Peris have option to hook up to sewer & GID water
 - c. County fully releases other parties for taxes (past)
Peris quitclaim real property to Inter In v LLC.
Int. Inv, LLC agrees to abate nuisance within 2 years
 - d. Plaintiffs will make no further or future claim
for any water rights of Peri Trusts.

(Bridge
Ranch
Portion)
11-24

from the point of beginning along said easterly right-of-way line South 06°59'30" West, 509.68 feet; thence South 06°40'43" West, 303.18 feet; thence South 09°42'00" East, 90.48 feet; thence leaving said easterly right-of-way line, South 89°23'00" East, 69.50 feet; thence North 27°24'00" East, 191.00 feet; thence South 71°32'00" East, 152.00 feet; thence North 13°42'00" East, 139.20 feet; thence South 82°14'47" East, 115.41 feet; thence North 25°00'00" West, 120.00 feet; thence North 65°00'00" East, 85.00 feet; thence North 38°44'24" West, 628.26 feet to the point of beginning.

e. _____

f. _____

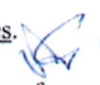
g. _____

h. Upon full performance of the items listed above, the parties authorize their counsel to prepare and execute a stipulation and proposed order for dismissal, with prejudice, of the Lawsuit. The stipulation and proposed order shall reflect that each party will bear their own attorneys' fees and costs.

i. Each Settling Party to this Agreement shall bear its own fees and costs, including attorneys' fees, resulting from or related to the negotiation and execution of this Agreement. Each Settling Party waives and releases any claim for fees and expenses, including but not limited to attorneys' fees, with respect to the negotiation and execution of this Agreement.

3. Agreement Not Admission of Liability. This Agreement is a resolution of disputed claims and defenses and is intended by the Settling Parties to avoid the expenses and risks of litigation. By executing this Agreement, no Settling Party, nor any of their affiliates, employees or representatives admits to any wrongdoing, liability or responsibility.

4. Mutual Releases.

  K.L. 
a. ~~Upon full performance of Paragraph 2,~~ International Investments and its affiliates, control persons, agents, attorneys, administrators, members, successors, and assigns, agree to completely and forever release and discharge Storey County and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which International Investments ever had or now has against those persons and entities

including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

KL

- b. ~~Upon full performance of Paragraph 2,~~ Storey County and its respective affiliates, employees, agents, attorneys, administrators, successors, and assigns, agree to completely and forever release and discharge International Investments and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which Storey County ever had or now has against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

KL

- c. ~~Upon full performance of Paragraph 2,~~ the Peri Trusts and their respective affiliates, employees, agents, attorneys, administrators, successors, beneficiaries, trustees, executors, and assigns, agree to completely and forever release and discharge International Investments and Storey County and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the Peri Trusts ever had or now have against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

5. Attorneys' Fees. If any action or proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

6. General Provisions.

- a. Notice. All notices concerning this Agreement shall be mailed and emailed to the Settling Parties at the following addresses:

To International Investments:

Mark H. Gunderson, Esq.
Gunderson Law Firm
3895 Warren Way
Reno, NV 89509
mgunderson@gundersonlaw.com

To Storey County:

Keith Loomis, Esq.
Deputy District Attorney
Storey County District Attorney's Office
P.O. Box 496, 201 South C Street
Virginia City, NV 89440
kloomis@storeycounty.org

To Peri Trusts:

Brad Johnston, Esq.
SIMONS HALL JOHNSTON PC
22 State Route 208
Yerington, Nevada 89447
bjohnston@shjneveda.com

--Any Settling Party may change their address for notices by a notice in writing mailed or emailed to the addresses shown above.

- b. Resolution of Disputes. Any issue or dispute with regard to the terms of this Agreement is to be determined solely by Ret. Judge David Gamble. The resolution found by Judge Gamble regarding the terms of this Agreement shall be binding on the Parties without appeal.
- c. Integration and Amendments. This Agreement, and the documents to be concurrently executed herewith, contain the entire Agreement of the Settling Parties relating to the subject matter of this Agreement and may be modified or amended only by a written instrument executed by all of the Settling Parties. This Agreement shall supersede all other written documents executed by the Settling Parties relating to the subject matter of this Agreement.

- d. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.
- e. Authority and No Prior Assignment. Each person executing this Agreement represents and warrants to each other Settling Party that (i) he/she has the authority to execute this Agreement and (ii) that he/she has not voluntarily or involuntarily assigned or otherwise hypothecated his/her interest in the claims or demands hereby compromised and released. Storey County requires ~~format~~ approval of this Settlement Agreement by a vote of the Storey County Commission in accordance with Nevada law. 
- f. No Construction Against Drafter. Each Settling Party has had the opportunity to review this Agreement independently with their respective attorney and has participated in the drafting hereof. Any ambiguity shall not be construed against any one Settling Party merely because that Settling Party was allegedly the drafter thereof.
- g. Parties Represented by Counsel: The Settling Parties acknowledge and agree that they have entered into this Agreement voluntarily, without duress or coercion, and have done so with the full advice of their respective legal counsel.
- h. Course of Dealing. No course of dealing and no delay on the part of the Settling Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Settling Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.
- i. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Settling Parties hereto, each as an original, shall constitute one and the same instrument. The parties may each sign by "DocuSign" and a copy, scan, or fax thereof shall be deemed an original. Facsimile, "DocuSign," or electronic mail signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

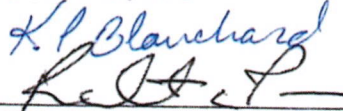
- j. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

INTERNATIONAL INVESTMENTS LLC,
a Nevada Limited Liability Company



By: Dante Perano as President of G&G
Capital Inc.
Its: Manager

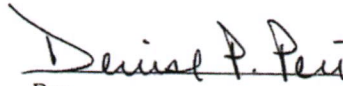
THE JAMES L. PERI TRUST, DATED
AUGUST 18, 1993



By:
Its: Trustee

STOREY COUNTY

THE JOSEPH F. PERI FAMILY TRUST,
DATED AUGUST 17, 1993



By: Vanessa Stephens fka Vanessa Dixon
Its: Treasurer and Tax Receiver

By:
Its: Trustee

and

 8-13-19
By: Marshall McBride
Its: Chairman, Storey County Commission

 8-13-19

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated August 13, 2019 is made and entered into by and between INTERNATIONAL INVESTMENTS LLC, a Nevada limited liability company ("International Investments"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as EX-OFFICIO TAX RECEIVER OF STOREY COUNTY ("Storey County Tax Receiver"); VANESSA STEPHENS fka VANESSA DIXON solely in her capacity as TREASURER OF STOREY COUNTY ("Storey County Treasurer" and collectively with Storey County Tax Receiver, "Storey County"); THE JAMES L. PERI TRUST, DATED AUGUST 18, 1993, a trust ("James Peri Trust"); and THE JOSEPH F. PERI FAMILY TRUST, DATED AUGUST 17, 1993, a trust ("Joseph Peri Trust") (together, the "Peri Trusts"); (all parties individually a "Settling Party" and collectively the "Settling Parties"). This Agreement is effective and entered into when executed by all Settling Parties.

RECITALS:

On April 20, 2018, International Investments filed a Verified Complaint ("Complaint") in the First Judicial District Court of the State of Nevada in and for the County of Storey asserting a claim for, among other things, quiet title to property referred to as the Bridge Ranch Portion¹ of the Parent Parcel², as those terms are defined in the Complaint (the "Lawsuit").

¹ The "Bridge Ranch Portion" is defined as: All that certain parcel situate within a portion of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of Section Fifteen (15), Township Nineteen (19) North, Range Twenty-One (21) East, Mount Daiblo Meridian [sic], Storey County, Nevada, said parcel being more particularly described as follows:

BEGINNING as a point 20 feet easterly of the centerline of a paved road from which the west one-quarter corner of said Section 15 bears South 75°02'23" West, 2,819.17 feet;

THENCE from the POINT OF BEGINNING along a line 20 feet easterly of the centerline of the above mentioned paved road, South 11°40'59" East, 303.12 feet;

THENCE leaving said paved road, South 61°45'09" East, 119.02 feet;

THENCE North 30°56'51" East, 266.72 feet;

THENCE North 15°41'26" West, 42.45 feet;

THENCE North 63°42'39" West, 188.66 feet to the POINT OF BEGINNING, and contains 49,460 square feet more or less.

² The "Parent Parcel" is defined as: all that certain parcel situate within a portion of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 19 North, Range 21 East, M.D.B.&M., Storey County, Nevada, being more particularly described as follows:

BEGINNING on the northerly line of the Southwest 1/4 of the Northeast 1/4 of Section 15 and the easterly right-of-way line of a 40 foot road easement from which the Northeast corner of said Section 15 bears North 59°56'50" East, 2,864.47 feet; thence

The Settling Parties engaged in a mediation on August 13, 2019. As a result of the mediation, The Settling Parties desire to resolve all issues and disagreements by and between them (the "Dispute"), including, but not limited to, all claims any Settling Party has or may have against another Settling Party with respect to the above-referenced Lawsuit and Dispute, including but not limited to any claims that were or could have been brought in the Lawsuit.

TERMS OF SETTLEMENT:

In consideration of the mutual covenants and promises contained in this Agreement and to avoid the expense of litigation, the Settling Parties agree as follows:

1. The forgoing recitals are true and incorporated herein, as though set forth in full.
2. Consideration: the consideration given under this Agreement shall be the following:
 - a. International Investments to pay tax bill to Storey County in the amount of \$42,302.89. International Investments to pay \$7,000.00 to the Peri Trusts. Storey County to pay \$3,000.00 to the Peri Trusts as a portion of nuisance abatement.
 - b. The Peri Trusts shall receive an access easement from International Investments for Peri Ranch Road. The Peri Trusts shall grant a sewer easement to Canyon General Improvement District. The Peri Trusts and International Investments shall have the option to hook up to Canyon General Improvement District sewer and water.
 - c. Storey County fully releases International Investments and the Peri Trusts for past taxes. The Peri Trusts shall quitclaim real property known as the "Old Bridge Ranch Portion" to International Investments. International Investments agrees to abate the nuisance at the property within 2 years.
 - d. International Investments withdraws any claim it has made against the Peri Trusts regarding thirty (30) acre feet of water rights that have previously been

from the point of beginning along said easterly right-of-way line South 06°59'30" West, 509.68 feet; thence South 06°40'43" West, 303.18 feet; thence South 09°42'00" East, 90.48 feet; thence leaving said easterly right-of-way line, South 89°23'00" East, 69.50 feet; thence North 27°24'00" East, 191.00 feet; thence South 71°32'00" East, 152.00 feet; thence North 13°42'00" East, 139.20 feet; thence South 82°14'47" East, 115.41 feet; thence North 25°00'00" West, 120.00 feet; thence North 65°00'00" East, 85.00 feet; thence North 38°44'24" West, 628.26 feet to the point of beginning.

in dispute between the Peri Trusts and International Investments and will make no further or future claim for any water rights of the Peri Trusts appurtenant to Storey County parcels 004-111-16, 004-111-21, and/or 004-111-22. The Peri Trusts will make no further or future claim for any water rights of International Investments appurtenant to Storey County parcels 004-111-10, 004-111-23, 004-111-30, 004-111-36, 004-111-41, 004-111-42, and/or 004-111-43.

- e. Upon full performance of the items listed above, the parties authorize their counsel to prepare and execute a stipulation and proposed order for dismissal, with prejudice, of the Lawsuit. The stipulation and proposed order shall reflect that each party will bear their own attorneys' fees and costs.
 - f. Each Settling Party to this Agreement shall bear its own fees and costs, including attorneys' fees, resulting from or related to the negotiation and execution of this Agreement. Each Settling Party waives and releases any claim for fees and expenses, including but not limited to attorneys' fees, with respect to the negotiation and execution of this Agreement.
3. Agreement Not Admission of Liability. This Agreement is a resolution of disputed claims and defenses and is intended by the Settling Parties to avoid the expenses and risks of litigation. By executing this Agreement, no Settling Party, nor any of their affiliates, employees or representatives admits to any wrongdoing, liability or responsibility.
4. Mutual Releases.
- a. International Investments and its affiliates, control persons, agents, attorneys, administrators, members, successors, and assigns, agree to completely and forever release and discharge Storey County and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which International Investments ever had or now has against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

- b. Storey County and its respective affiliates, employees, agents, attorneys, administrators, successors, and assigns, agree to completely and forever release and discharge International Investments and the Peri Trusts and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which Storey County ever had or now has against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.
 - c. The Peri Trusts and their respective affiliates, employees, agents, attorneys, administrators, successors, beneficiaries, trustees, executors, and assigns, agree to completely and forever release and discharge International Investments and Storey County and their affiliates, employees, agents, insurers, officers, directors, shareholders, members, successors, beneficiaries, trustees, executors, and assigns of and from all known and unknown past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the Peri Trusts ever had or now have against those persons and entities including those in any way connected with, arising out of, concerning, or related to the Lawsuit, the Dispute, and/or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.
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- 6. General Provisions.
 - a. Notice. All notices concerning this Agreement shall be mailed and emailed to the Settling Parties at the following addresses:

To International Investments:

Mark H. Gunderson, Esq.
Gunderson Law Firm
3895 Warren Way
Reno, NV 89509
mgunderson@gundersonlaw.com

To Storey County:

Keith Loomis, Esq.
Deputy District Attorney
Storey County District Attorney's Office
P.O. Box 496, 201 South C Street
Virginia City, NV 89440
kloomis@storeycounty.org

To Peri Trusts:

Brad Johnston, Esq.
SIMONS HALL JOHNSTON PC
22 State Route 208
Yerington, Nevada 89447
bjohnston@shjnevada.com

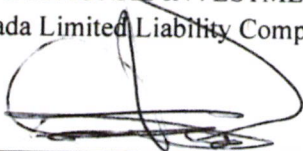
--Any Settling Party may change their address for notices by a notice in writing mailed or emailed to the addresses shown above.

- b. Resolution of Disputes. Any issue or dispute with regard to the terms of this Agreement is to be determined solely by Ret. Judge David Gamble. The resolution found by Judge Gamble regarding the terms of this Agreement shall be binding on the Parties without appeal.
- c. Integration and Amendments. This Agreement, and the documents to be concurrently executed herewith, contain the entire Agreement of the Settling Parties relating to the subject matter of this Agreement and may be modified or amended only by a written instrument executed by all of the Settling Parties. This Agreement shall supersede all other written documents executed by the Settling Parties relating to the subject matter of this Agreement.

- d. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.
- e. Authority and No Prior Assignment. Each person executing this Agreement represents and warrants to each other Settling Party that (i) he/she has the authority to execute this Agreement and (ii) that he/she has not voluntarily or involuntarily assigned or otherwise hypothecated his/her interest in the claims or demands hereby compromised and released. Storey County requires approval of this Settlement Agreement by a vote of the Storey County Commission in accordance with Nevada law.
- f. No Construction Against Drafter. Each Settling Party has had the opportunity to review this Agreement independently with their respective attorney and has participated in the drafting hereof. Any ambiguity shall not be construed against any one Settling Party merely because that Settling Party was allegedly the drafter thereof.
- g. Parties Represented by Counsel: The Settling Parties acknowledge and agree that they have entered into this Agreement voluntarily, without duress or coercion, and have done so with the full advice of their respective legal counsel.
- h. Course of Dealing. No course of dealing and no delay on the part of the Settling Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Settling Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.
- i. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Settling Parties hereto, each as an original, shall constitute one and the same instrument. The parties may each sign by "DocuSign" and a copy, scan, or fax thereof shall be deemed an original. Facsimile, "DocuSign," or electronic mail signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

- j. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

INTERNATIONAL INVESTMENTS LLC,
a Nevada Limited Liability Company



By: Dante Perano as President of G&G
Capital Inc.
Its: Manager

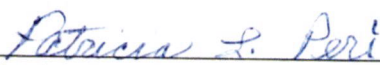
STOREY COUNTY

By: Vanessa Stephens fka Vanessa Dixon
Its: Treasurer and Tax Receiver

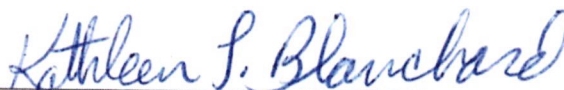
and

By: Marshall McBride
Its: Chairman, Storey County Commission

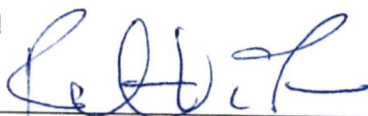
THE JOSEPH F. PERI FAMILY TRUST,
DATED AUGUST 17, 1993


By: Patricia L. Peri
Its: Trustee

THE JAMES J. PERI FAMILY TRUST,
DATED AUGUST 18, 1993


By: Kathleen L. Blanchard
Its: Co-Trustee

and


By: Robert A. Peri
Its: Co-Trustee



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06-02-2020

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:**

☒ Department Head

Department Name: Community Development


___ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 18

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

May 24, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 2, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD SECOND READINGS:

A. Bergelectric-Helix JV II – Contractor / 3182 Lionshead Ave ~ Carlsbad, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office