



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the November 15, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Brandie Lopez

Department:

Contact Number: 775-847-0968

- **Staff Summary:** see attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the October 4, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 775-847-0969

- **Staff Summary:** see attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, OCT. 4, 2022, 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Roll Call: Chairman Jay Carmona, Vice-Chairman Clay Mitchell, Commissioner Lance Gilman, Clerk/Treasurer Jim Hindle, District Attorney Anne Langer, Recorder Dru McPherson, Assessor Jana Seddon, Communications Director Becky Parsons, Chief Deputy Tony Dosen, Battalion Chief Shane Dixon, Projects Coordinator Mike Northan, Honey Menefee, Community Relations Director, Stacy York, Senior Center Director, Jeannie Green, Human Resources, Austin Osborne, County Manager, Keith Loomis, Deputy District Attorney, Linda Ritter, VCTC, Comptroller Jennifer McCain, Planning Manager Kathy Canfield, Joe Sloan, Sloan, Vasquez & McAfee, Cole Mortensen, NDOT

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

Meeting was called to order by Chairman Carmona at 10:00 a.m.

2. PLEDGE OF ALLEGIANCE

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the October 4, 2022, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Agenda as presented.

Seconded by: Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes for the September 6, 2022, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the minutes for our Sept. 6, 2022, meeting as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes for the September 7, 2022, meeting.

Commissioner Mitchell noted that during board comment I believe you mentioned Dave and Carolyn Dates, and it came through as Gates.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the minutes for our Sept. 7, 2022, meeting as with noted correction. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

6. CONSENT AGENDA FOR POSSIBLE ACTION

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

- A. Ace of Spades – Home Business / 2385 Cartwright ~ Reno, NV
- B. AJ Construction LLC – Contractor / 1895 US Hwy 50. ~ Silver Springs, NV
- C. Artharness – Home Business / 2020 Morgan Rd. ~ Reno, NV
- D. Bert’s Boilers LLC – Contractor / 2770 Esaw St. ~ Minden, NV
- E. Bighorn Tree Care – Home Business / 21961 Clemens Rd. ~ Reno, NV
- F. Easy Bay Restaurant Supply Inc. – Contractor / 49 4th St. ~ Oakland, CA
- G. Hernandez Electric LLC – Contractor / 340 Freeport Blvd # 1 ~ Sparks, NV
- H. J St. Welding and Fabrication – Home Business / 45 S. I St ~ Virginia City, NV
- I. JT Logistics – General / 1500 Waltham Way ~ McCarran, NV
- J. Omni Cable, LLC – General / 1500 Waltham Way ~ McCarran, NV
- K. PC Exploration – Contractor / 536 Galveston St. ~ W. Sacramento, CA
- L. Polaris Processing LLC – Out of County / 212 Pine St. ~ Lake Charles, LA
- M. Shakespeare Unlimited – Contractor / 312 Stewart St. ~ Reno, NV
- N. United Taiyo, LLC – Out of County / 8550 W. Charleston Blvd. Ste 102 ~ Las Vegas, NV

II. Consideration and possible approval of revision of Personnel policies 302, Source of Candidates; Open Recruitment; Promotion; Transfer and Eligible List to Vacant Position and 402, Reclassification and Reallocation.

Public Comment: None

Motion: I, Commissioner Mitchell move approve the Consent Agenda as presented.

Seconded by: Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

7. PUBLIC COMMENT (NO ACTION)

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

Mike Northan, Operations Coordinator, Public Works

- Work is continuing on Six Mile Canyon Road.
- The Roads, Buildings and Ground Crews are getting ready for winter.
- Working on sheriff's office substation in Lockwood. Will probably replace the modular building with another modular building.
- VCH fire station contracts are being signed now, hope to start construction soon.
- Looking at maintaining traffic signals at USA Parkway and I80.
- Working with Stacy York on various senior center projects.
- Thanked the county for taking a project management professional certification class.

Honey Menefee, Community Relations Director

- Attended NACO conference which included two members of the Porter Group, lobbyists for Storey County. Thanked all for making them feel welcome.
- Attended an infrastructure conference in Las Vegas with Lara Mather and Clay Mitchell. Went to a workshop on board band action teams. Also met with a representative of the Governor's Office.
- Met with NDEP, with several water projects in the Capital Improvement Plan. Working with Jason Cooper on completing them with federal funding.
- Lara Mather was able to speak with her representatives regarding funding for projects. She met with Sen. Rosen. All the projects are forefront of her mind and want to keep Storey County fresh in her mind.

Commissioners thanked them for all their traveling and doing a good job.

Linda Ritter, VCTC Acting Director

- The Outhouse Races were this past weekend. Had 28 competitors and it was well attended.
- Are into Hauntober, which lasts the month of October. Our Cemetery Gin Hunt for Spirits event will be Oct. 8, 11 a.m. to 4 p.m. will be a scavenger hunt with saloon crawl.
- Working on firming up events for 2023.

Jennifer McCain, Comptroller

- Reported on trip to Washington DC with Lara Mather on the recommendation of the Porter Group. Spoke with Rep. Amodei, Rep. Titus and staff from other legislators about the infrastructure grant requests.
- Spoke to legislators about water projects and the drought and noted that southern NV was looking to buy water rights in the North, something that needed watching.
- Had meetings on roads and highways and came to believe that highways should be done in bits and pieces, rather than all at once.
- Attended a panel for grants in general and emphasized that getting grants successfully required someone devoted full-time to it. Suggested use of a “grant hustler”.
- Praised Kris Thompson, who was a member of the lands panels and talked about TRIC.
- Attended the CFOA fiscal officers meeting and mentioned that people need to ensure protecting their home as well as their identity, as home title theft has become a problem.

Commissioner Gilman praised Ms. McCain’s report and noted it was very valuable to be with the state’s Washington leadership.

Commissioner Mitchell thanked her for a very thorough report.

Dru McPherson, Recorder

- Noted that the Storey County recorder’s office has a fraud guard and email alert. Sign up at storeycounty.org/recorder
-

James Deane, IT Director

- IT is going live with the website in the next 30 days. They can make changes. They will go live with a new look and feel in the next 30 days.
- Using switchcard track, will be operational with Switch by the end of the month.

Keith Loomis, Assistant District Attorney

- Sierra Nevada has filed a suit. Storey county is named in that suit. This will be brought before you.

Ann Langer, District Attorney

- Explained a program regarding nuisance laws that began in 2018 and has cut the number of those not in compliance.

Austin Osborne for Pete Renaud, Community Development Director

- Housing permits have increased by 48, mostly in the Highlands and Virginia City. Construction permits are 128, building permits 309 and business licenses 110.

County Manager Austin Osborne

- The county has \$16 million in grant applications, and we are looking to manage those.
- The fiscal analysis is nearly complete and will be ready for the board shortly.
- Thanks to the VCTC and everyone on staff who volunteered with the NACO conference. It was a huge hit. A conference center is needed.

Commissioner Mitchell also thanked the local businesses as well as staff.

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

Commissioner Mitchell said it has been a good week, a lot of progress had taken place and he was looking forward to some of the things that will come from issues mentioned in the staff reports.

Commissioner Carmona praised the VCTC and county staff as well as businesses for helping during the NACO conference. He also noted that that longtime residents Mike Conner, who left children and grandchildren passed away, as well as Mr. Carmona's neighbor, Greg Stafford, an original Highlands resident. and Pam Trabert-Rumfeld have passed away. I think it is important to note when folks pass away in Storey County.

10. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD**11. DISCUSSION/POSSIBLE ACTION:** Presentation by the Nevada Department of Transportation (NDOT) regarding the county consultation process, NDOT annual work program within the county, and the One Nevada process.

Cole Mortensen, deputy director for NDOT, offered a PowerPoint with new guidance for rural engagement, including analysis, prioritization of projects, what we have on our list and some other initiatives. Also, county workshops are done with agency staff and work on developing those needs.

There are 25 miles of Nevada/US highways in Storey County and about \$600,000 in gas and diesel taxes generated from that.

NDOT goes to cities and counties to see what their priorities are and see what fits. The One Nevada process is to analyze and monitor funding and committing funding to projects.

NDOT developed a data-driven process to prioritize projects but is about \$600 million underfunded for what is needed. Look at if projects enhance safety, optimize mobility, preserve infrastructure, transform economies, connect communities, and foster sustainability.

Look at and evaluate each need, based on project readiness and a harmonization at the end to keep the statewide balance. Workshops are done each year. Next one will be spring 2023.

In Storey County NDOT has removed trash, improved signage on Geiger Grade, guardrail improvements on Geiger Grade and evaluated the Lockwood Interchange on I80. For the 2023-2024 program, there is \$592,000 to be spent in Storey County, including medium barrier rail on USA Parkway, center line rumble strips and repairs on the V&T bridge over 235.

NDOT is doing a passing and climbing lane study throughout the state to curb some of the trends in unsafe passing.

NDOT is planning to work with local agencies to create local road safety plans, which opens funding. In 2020, Storey County had 122 crashes, one fatality and 36 injury crashes.

Bipartisan Infrastructure law allows the federal program to increase 10 to 12 percent, unfortunately we have 17 percent inflation increase. Forty percent is competitive grants and we have seen those be awarded. Must have safety, resilience, and equity.

Commissioner Gilman asked if Mr. Mortensen was aware of the county's plans for a bill draft on making the I80 Corridor a safety corridor. He said I80 must be improved, as it is carrying an inordinate amount of traffic and it takes years to get something done. We are looking at that as a very dangerous corridor today as there is no enforcement. NHP does not have the funds to patrol that. There is no enforcement. Haul trucks are not covering loads, blowing rock and sand onto cars, folks are following way too close. Interchanges have short merge lanes. People are playing doge the truck and slamming cars into short spaces. We are looking forward to your support in doing something in the short term that will enhance safety.

Mr. Mortensen said NDOT would look forward to working with the county, but it is difficult to expedite a project that large. NHP is not underfunded, it is just that they can't hire anybody. They are understaffed by more than 50 percent. Just saying a safety corridor without knowing what that is, it is difficult to commit to that. NDOT has 410 vacancies.

Commissioner Mitchell thanked NDOT staff at the Virginia City yard, saying they did a great job. The annual work program seems to match the gas tax revenue, is that accurate?

Mortensen said it was not always the case. From 2021-2024, \$9.3 million would be invested, more than the tax revenue generated here. Gas tax revenue mostly comes from Clark County, then Washoe County, then the rest of the state. Some communities don't generate enough revenue and must pull from larger areas. It is not necessarily a goal to have revenues and expenditures measure up.

Commissioner Mitchell asked what the prioritization was.

Mr. Mortensen said we look at it from several ways, how many lane miles. It goes to One Nevada Prioritization Process. Highway 395 north, I80, and the one that came up to be more important was the Spaghetti Bowl. We did a huge study in Northern

Nevada to find out where to best invest funding. The one that came out to be the best is the Spaghetti Bowl, then look where we can fit I80 into the process.

Commissioner Mitchell asked how the median, rumble strips, the guardrail and bridge were prioritized.

Mr. Mortensen said safety was the main reason to prioritize.

Public Comment: None

Mr. Osborne said there were three motions the commissioners could pick from: 1. To accept the presentation as is; 2. To accept the presentation with commissioner comments included in the record; or 3. To reject the presentation.

Motion: I, Commissioner Mitchell, move to accept the Nevada Department of Transportation (NDOT) Infrastructure Work Program and for other elements to include the comments and discussion that happened in this meeting in relation to the report. Further, as part of this motion, we attach by reference the bill draft resolution related to safety on the I80 Corridor. **Seconded by:** Commissioner Gilman. **Vote:** Motion carried by unanimous vote.

12. DISCUSSION ONLY: Report of Public Works Department regarding roads and highways in Storey County.

Mr. Northan said that work was continuing Six Mile Canyon Road and engineering and design work for Electric Avenue was underway

13. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

14. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval authorizing the County Manager to approve and sign an agreement with Sloan Vazquez McAfee for approximately \$97,000 to assist the county in developing and executing an RFP, public and community engagement, and negotiation and development of a successor franchise agreement for the collection, transfer, processing, and disposal of municipal solid waste and recyclables in Storey County.

Mr. Osborne noted that the current contract with Waste Management Inc. expires in two years. The public had asked to go through vetting and allowing communities to discuss what they would like to see, then get an RFP and see what is available. A contract worth \$97,000 with Sloan Vasquez McAfee Group, which did this for Carson City, was proposed. This would include critique of existing agreement, community workshops. commissioner workshops, a draft, then go to get proposals, then negotiation contract. That would provide another year to mobilize.

Joe Sloane, with Sloan, Vasquez & McAfee, said we are a small firm that specializes in this subject. We came to this practice from the private sector. We had responsibility for bottom line managing of waste companies. We understand the operational aspects of all services that need to be required. Also understand costs. Put us in a good position to advise you on proposals you will receive. We did the process for Carson City and Washoe County and on the I80 Corridor.

Commissioner Carmona said he was thankful for taking this route. Saw Lyon County go through issues when they went out to bid. Glad we are reaching out to professionals with this.

Public Comment: None

Motion: I, Commissioner Mitchell move to authorize the County Manager to approve and sign an agreement with Sloan Vasquez McAfee for approximately \$97,000 to assist the county in developing and executing an RFP, public and community engagement program, and negotiation and development of a successor franchise agreement for the collection, transfer, processing, and disposal of municipal solid waste and recyclables in Storey County. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

15. DISCUSSION/POSSIBLE ACTION: Update on progress of action items identified in the Storey County Hazard Mitigation Plan as required by participation in the National Flood Insurance Program, Community Rating System.

Planning Manager Kathy Canfield explained that Storey County belongs to the National Flood Insurance Program and is audited each year. The county must provide an update to the community on our hazard mitigation plan. The update is on the website and social media, and this meets the FEMA requirements. No action is needed.

Commissioner Mitchell asked about the project's impacts, and if it was a requirement of the National Flood Insurance Program.

Ms. Canfield said this indicates where the county is reaching its goals, such as updating ordinances and codes. If we didn't participate in the flood program, we could lose out on getting emergency funding, people would not be able to purchase insurance for flood. It also makes grant funding harder. The big picture is to address flood impacts to our communities, and what we can do to help our citizens. FEMA has mapped areas with a high probability of flooding. The county is trying to come up with ideas to alleviate flooding issues in Lockwood. We have homes and a fire station located in areas with a potential for flooding. We got a grant through NDEP to do a planning study for Long Valley Creek. Since we get audited, we give our plan to FEMA.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve modifications to the Master Services Short Form Contract with NV Energy, Exhibit D previously approved on March 1, 2022, to change the language of "Ram 5500" to "tow vehicle", with no financial impact to the Fire District or change in funding from NV Energy. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

16. . RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD

17. DISCUSSION/POSSIBLE ACTION Consideration and possible approval of modifications to the Master Services Short Form Contract with NV Energy, Exhibit D previously approved on March 1, 2022, to change the language of "Ram 5500" to "tow vehicle", with no financial impact to the Fire District or change in funding from NV Energy.

Battalion Chief Shane Dixon said this was needed because the fire district was having difficulty finding an available RAM 5500, and they are looking for another model at the same price, so the wording must be changed.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the modifications to the Master Services Short Form Contract with NV Energy, Exhibit D to reflect "tow vehicle" instead of "Ram 5500". **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

18. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

19. DISCUSSION/POSSIBLE ACTION: For consideration and possible approval of business license second readings:

- A. American Lawn and Landscaping LLC – Contractor / 1144 Spruce Meadows Dr. ~ Sparks, NV
- B. Anrak Corporation - Contractor / 5820 Mayhew Rd. ~ Sacramento, CA
- C. Any and All Property Cleanout – Home Business / 1822 Harte Rd. ~ Reno, NV
- D. Designworx – Home Business / 3900 Stovepipe ~ Reno, NV
- E. Espresso Plus – Food Truck / 279 E. 6th Ave ~ Sun Valley, NV
- F. Focus Concrete LLC–Contractor/1220 S. Commerce St. Ste 120~Las Vegas, NV
- G. Go Green Construction Inc. – 755 Hwy 40 West ~Verdi, NV
- H. MMR Technical Services, Inc. – Contractor / 15961 Airline Highway ~ Baton

- Rouge, LA
- I. Palomino Valley Construction LLC – Contractor / 5204 Eagle Pl. ~ Reno, NV
 - J. Precision Build Solutions, LLC – Contractor / 12781 US Highway 41 S. ~ Gibsonton, FL
 - K. The Pizza Place – General / 1 Electric Ave. ~ Sparks, NV
 - L. Wilbanks Engineering, PLLC – Professional / 180 Gooseberry Dr. ~ Reno, NV

20. PUBLIC COMMENT: (No action)

21. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA:

Chairman Carmona adjourned the meeting at 11:37 a.m.

Respectfully submitted,

By: _____


Jim Hindle, Clerk-Treasurer.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes for the October 18, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

- **Staff Summary:** see attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, OCT. 18, 2022, 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Roll Call: Chairman Jay Carmona, Vice-Chairman Clay Mitchell, Commissioner Lance Gilman, Clerk/Treasurer Jim Hindle, District Attorney Anne Langer, Communications County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Director Becky Parsons, Chief Deputy Tony Dosen, Battalion Chief Shane Dixon, Projects Coordinator Mike Northan, Community Relations Director Honey Menefee, Senior Center Director Stacy York, Human Resources Jeannie Green, VCTC Linda Ritter, Comptroller Jennifer McCain,

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

Meeting was called to order by Chairman Carmona at 10:00 a.m.

2. PLEDGE OF ALLEGIANCE

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the October 18, 2022, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Agenda as presented.

Seconded by: Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes for the September 20, 2022, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the minutes for our Sept. 7, 2022, meeting as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

5. CONSENT AGENDA FOR POSSIBLE ACTION

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

- A. Ace of Spades - Home Business / 2385 Cartwright ~ Reno, NV
- B. AJ Construction LLC - Contractor / 1895 US Hwy 50. ~ Silver Springs, NV
- C. Artharness - Home Business / 2020 Morgan Rd. ~ Reno, NV
- D. Bert's Boilers LLC - Contractor / 2770 Esaw St. ~ Minden, NV
- E. Bighorn Tree Care - Home Business / 21961 Clemens Rd. ~ Reno, NV
- F. Easy Bay Restaurant Supply Inc. - Contractor / 49 4th St. ~ Oakland, CA
- G. Hernandez Electric LLC - Contractor / 340 Freeport Blvd # 1 ~ Sparks, NV
- H. J St. Welding and Fabrication - Home Business / 45 S. I St ~ Virginia City, NV
- I. JT Logistics - General / 1500 Waltham Way ~ McCarran, NV
- J. Omni Cable, LLC - General / 1500 Waltham Way ~ McCarran, NV
- K. PC Exploration - Contractor / 536 Galveston St. ~ W. Sacramento, CA
- L. Polaris Processing LLC - Out of County / 212 Pine St. ~ Lake Charles, LA
- M. Shakespeare Unlimited - Contractor / 312 Stewart St. ~ Reno, NV
- N. United Taiyo, LLC - Out of County / 8550 W. Charleston Blvd. Ste 102 ~ Las Vegas, NV

II. Consideration and possible approval of revision of Personnel policies 302, Source of Candidates; Open Recruitment; Promotion; Transfer and Eligible List to Vacant Position and 402, Reclassification and Reallocation.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the Consent Agenda as presented. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

6. PUBLIC COMMENT (NO ACTION)

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

Jeremy Loncar, Fire Chief

- Went to local schools to educate children on fires and dangers for Fire Prevention Week.

Jason Wierzbicki, Public Works Director

- Road crew overcoming staffing issues.
- Completed improvements at Mark Twain Park.
- Widening and getting Six Mile straightened up.

Becky Parsons, Communications Director

- A staffer attended a conference to obtain new information on how Dispatch can work faster.

Lara Mather, Acting Emergency Management Director and Business Development Director

- She attended a state Department of Emergency Management class on tracking grants and went over reporting requirements. The state DEM grant pays a portion of the emergency manager's salary. Discussed was how the state could help counties during emergencies.
- Carson City Health and Human Services is creating a COVID-19 after-action report, involving county emergency management directors with surveys to analyze the COVID-19 response.
Emergency Management is also working with DEM on Hazard vulnerability project, particularly regarding chemical spills.
- As Business Development Manager, she is following three USDA grants and the three federal grants for the Virginia City Fire Station, the Lockwood Senior Community Center and the Virginia City Fairgrounds.
- She will be going to TMCC to meet with the industrial arts staff to provide help to businesses and workers through workforce development.
- Working on the white paper and found that the TRIC zip code has increased sales tax revenue 42 percent by 2018 and another 23 percent by 2020.

Honey Menefee, Community Development Director

- Community Project grants updates include Lockwood residents cleaning up along the river and preparing to remove noxious weeds; slabs laid for benches in Pinion Park in the Highlands; and the E. Vitus Clampus group is working with property owners to secure locations for historic plaques.
- Submitted water vulnerability assessment to DEM.
- She attended grant management class and had a chance to speak with Rep. Mark Amodei.

Jennifer McCain, Comptroller

- County audit is expected to be finished on time. Quarterly financial report will be done in November.

James Deane, IT Director

- The Internet tower at the Sewer Treatment Plant is operational and two more receptors will be included.
- The IT department is building hardware at the Switch center.

Austin Osborne, for Pete Renaud

- Storey County has hired an inspector. Will have training for inspectors and the nuisance officer is taking two classes for certification for nuisances and abatements.

Nora Stefu, Executive Director, Fourth Ward School Museum

- The Fourth Ward School's south and east side elevation work is continuing. The roof work will not be done until spring.
- The Fourth Ward School Museum is planning to change its closing from Oct. 31 to December 12, to be open Friday through Monday, 11-3 p.m. weather permitting.
- The Halloween ball is sold out. The museum will be hosting the third swing dancing even at 6:30 p.m. Nov. 11, with tickets available online and through the museum's web site.

Stacy York, Senior Center Director

- A flu shot clinic will be held at the Mark Twain Community Center from 1 to 2:30 on Friday, Oct. 21.

Austin Osborne, County Manager

- An offer was made to a candidate for the Human Resources Director position. The county worked with DETR and there was no cost, so \$15,000 will be returned to the general fund.

Jim Hindle, Clerk-Treasurer

- Ballots have been mailed out and early voting is set to begin Saturday, Oct. 22. Early voting will be held in the Slammer Museum at the Courthouse Monday through Saturday to Nov. 4. There will be early voting on Saturdays in Lockwood at the fire station. On Nov. 8, voting will be at the Lockwood fire station, Courthouse Slammer, Virginia City Highlands fire station and Mark Twain Community Center.

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

Commissioner Mitchell praised the 109 Comstock Ladies group for disbursing nearly \$30,000 it had raised to various school groups and other organizations.

Commissioner Carmona said the 109 Comstock Ladies will be on the agenda in the beginning of the year. He also noted the passing of Bill Clarke, longtime Jeep Posse member and Virginia City resident, and Thomas Faber, a longtime Virginia City Highlands resident.

- 9. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval to declare November 7 through Veteran's Day, November 11, 2022, in support of Operation Green Light for Veterans.

Honey Menefee said NACO and veterans' groups are asking local governments and residents to light buildings green. The courthouse will be lit by green lightbulbs. She read resolution #22-660.

Commissioner Mitchell said should be Nov. 7-11. Assistant District Attorney Keith Loomis said it was not significant.

Ms. Menefee said the resolution was October through Nov. 11

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the declaration of October through Veteran's Day Nov. 11 in support of Operation Greenlight for veterans and further to light the courthouse and possibly other county buildings green from Nov. 7 through Nov. 11. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

10. RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD.

- 11. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval of bid for the Storey County Water Storage Tank Maintenance Contract and possible award of contract to Resource Development Company for an amount of \$1,107,969.00 over ten years.

Mike Northan said the county commissioners had already approved this on Sept. 20, but that it had to also be approved by the water and sewer board.

Public comment – no

Motion: I, Commissioner Mitchell move to approve the bid for the Storey County Water Storage Tank contract and award the contract to Resource Development Company for an amount not to exceed \$1,107,969 over a 10-year period, subject to review and approval by the county comptroller and D.A.'s office. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

12. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

- 13. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of the TRI Public-Private Partnership Audit and authorization for the Comptroller to pay the combined annual outstanding vouchers eligible for reimbursement in the amount of \$3,713,428.69 for fiscal years 2020 and 2021.

Commissioner Gilman recused himself as he holds a pecuniary interest in TRI. Comptroller McCain said Connie Christiansen did the audit for FY 2020 and FY 2021. It does include the \$4 million credit in connection with stipulation 4 for the vouchers waived in recognition of the county's waiver to TRI for construction for the additional fire station and park. This audit also reflects the removal of the Fire District's sales tax revenue per the legal opinion of the D.A.'s office, and in agreement with Connie Christiansen. As of 6/30/21, the outstanding vouchers were at \$34,353,469 as of 6/30/21 the vouchers eligible for reimbursement total \$6,118,193. During fiscal year 22, paid \$2,404,764, bringing the current amount due to \$3,713,428. I only budgeted \$3,300,000 we will be overbudget for the \$113,429 remainder in TRI payback fund. Upon approval, necessary augments will be made.

Public comment: None

Motion: I, Commissioner Mitchell move to approve the TRI Public-Private Partnership Audit and authorize for the Comptroller to pay the combined annual outstanding vouchers eligible for reimbursement in the amount of \$3,713,428.69 for fiscal years 2020 and 2021. **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote of the two Commissioners participating.

- 14. DISCUSSION/POSSIBLE ACTION:** Consideration and possible approval of change order 3 to PWP-ST-2022-054 Courthouse Paver Project. This change order addresses the prevailing wage requirements of NRS 338.020 and provides funds to pay the laborers on the project the difference between their regular rate and the statutory prevailing wage rate in the amount of \$28,535.05.

Mr. Northan said this was the final payment for project and fulfilled prevailing wage laws. Contractor provided detailed hours and wages on the project along with reasonable and accurate review reports.

Public comment: None

Motion: I, Commissioner Mitchell move to approve change order 3 to PWP-ST-2022-054 Courthouse Paver Project in the amount of \$28,535.05 to comply with prevailing wage requirements as set forth in NRS 338. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

15. DISCUSSION/POSSIBLE ACTION For consideration and possible approval of business license second readings:

- A. Ace of Spades – Home Business / 2385 Cartwright ~ Reno, NV
- B. AJ Construction LLC – Contractor / 1895 US Hwy 50. ~ Silver Springs, NV
- C. Artharness – Home Business / 2020 Morgan Rd. ~ Reno, NV
- D. Bert's Boilers LLC – Contractor / 2770 Esaw St. ~ Minden, NV
- E. Bighorn Tree Care – Home Business / 21961 Clemens Rd. ~ Reno, NV
- F. Easy Bay Restaurant Supply Inc. – Contractor / 49 4th St. ~ Oakland, CA
- G. Hernandez Electric LLC – Contractor / 340 Freeport Blvd # 1 ~ Sparks, NV
- H. J St. Welding and Fabrication – Home Business / 45 S. I St ~ Virginia City, NV
- I. JT Logistics – General / 1500 Waltham Way ~ McCarran, NV
- J. Omni Cable, LLC – General / 1500 Waltham Way ~ McCarran, NV
- K. PC Exploration – Contractor / 536 Galveston St. ~ W. Sacramento, CA
- L. Polaris Processing LLC – Out of County / 212 Pine St. ~ Lake Charles, LA
- M. Shakespeare Unlimited – Contractor / 312 Stewart St. ~ Reno, NV
- N. United Taiyo, LLC – Out of County / 8550 W. Charleston Blvd. Ste 102 ~ Las Vegas, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses listed in our agenda item #15 as A through N. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

16. PUBLIC COMMENT: (No action)

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

Chairman Carmona adjourned the meeting at 11:04 a.m.

Respectfully submitted,

By: 
Jim Hindle, Clerk-Treasurer.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes for the November 2, 2022 meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

- **Staff Summary:** see attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING

WEDNESDAY, NOV. 2, 2022, 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

JIM HINDLE
CLERK-TREASURER

Roll Call: Chairman Jay Carmona, Vice-Chairman Clay Mitchell, Commissioner Lance Gilman, Clerk/Treasurer Jim Hindle, District Attorney Anne Langer, Communications Director Becky Parsons, Sheriff Gerald Antinoro, Chief Deputy Tony Dosen, Fire Chief Jeremy Loncar, Projects Coordinator Mike Northan, Business Development Director Lara Mather, Community Relations Director Honey Menefee, Senior Center Director Stacy York, Jeannie Green - Human Resources, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Comptroller Jennifer McCain, Justice Eileen Herrington, George Robison - Director of the Truckee River Flood Management Authority, Erin Warnock - State Floodplain Manager.

1. CALL TO ORDER REGULAR MEETING

Meeting was called to order by Chairman Carmona at 10:04 a.m.

2. PLEDGE OF ALLEGIANCE

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the Nov. 2, 2022, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Agenda as presented.

Seconded by: Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

4. CONSENT AGENDA FOR POSSIBLE ACTION

- I For possible action, approval of business license first readings:
 - A. B Street Boardinghouse – Home Business / 116 N B St. ~ Virginia City, NV
 - B. Infinity Painting & Decorating Inc. – Contractor / 625 Spice Island Dr. Ste. G Sparks, NV
 - C. Lima Land LLC – Out of County / 4007 Paramount Blvd Unit 109 Lakewood, CA
 - D. NV Concrete Construction Inc. – Contractor / 3570 Barron Way Ste. D Reno, NV
 - E. Pilot Travel Centers LLC – Contractor / 5508 Lonas Dr. ~ Knoxville, TN
 - F. Sterling Electric Inc. – Contractor / 102 Mountain View Dr. ~ Fernley, NV
 - G. Virginia City Bed & Breakfast -General / 226 N. B St. ~ Virginia City, NV
- II. First reading for approval of a home-based Business License - Wakefield CMR LLC
- III Approval of claims in the amount of \$1,226,796.59

Commissioner Mitchell asked why Item II was separated from the other first readings. He didn't see any indication it was a special or privileged license. County Manager Osborne said there was no indication it was a special license, that the sheriff was in attendance and that the commission could just leave it for first reading and follow up with Community Development for second reading. Commissioner Mitchell said that he could accept that, but in the future if there is some reason to put it in staff reports.

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the Consent Agenda as presented.
Seconded by: Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

- 5. **PUBLIC COMMENT (NO ACTION):** Virginia City Highlands resident Nicole Barde, who said she also represented Mary Lou Wilson and Larry Huddleston, expressed concern about contaminated ash from the Stericycle Inc., a medical waste disposal company at the Tahoe Reno Industrial Center. She said they were storing and disposing hazardous ash which NDEP said could be toxic and that it should only be disposed of in a landfill that accepts toxic waste. She said she contacted the company and was told it is like what you have in the fireplace, but Ms. Barde alleges that is not true and she hopes county building inspectors are working with NDEP to investigate.

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

Jeremy Loncar, Fire Chief

- As of Nov. 1, burn permits will be issued at no cost by the Storey County Fire District. Burning is not permitted in the Virginia City Highlands, Lockwood or Virginia City proper. Residents of those communities should call the fire district for the U-Call We-Haul trailers.

Jason Wierzbicki, Public Works Director

Mike Northan, Operations and Projects Coordinator

- Work is continuing on Station 72 in the Virginia City Highlands.
- The Lockwood Community Center has three draft concepts, after which plans will be created.

Lara Mather, Acting Emergency Management Director and Business Development Director

- Emergency Management is still working with the Desert Research Institute on wildland smoke sensors but have run into an issue on where data can be stored so it will be available to the public.
- Ms. Mather attended a small business resource fair and will create a page of resources to be placed on the county web site, for local businesses to access.

Honey Menefee, Community Development Director

- Nov. 7 through Nov. 11 is Operation Greenlight for veterans. The Courthouse will be lit green, and residents and businesses can light their buildings green to show support for veterans.

James Deane, IT Director

- IT Department is still working on the new county web site, as well as a cloud project for the Comptroller's Office and Recorder's Office and upgrading Internet for the Senior Center.

Pete Renaud, Community Development Director

- The Community Development Department will walk the boardwalk for a repair inspection and have new flyers for businesses.

Stacy York, Senior Center Director

- The Edna Rosso blood drive will take place at the Virginia City Senior Center on Thursday, Nov. 3 from 11 a.m. to 4 p.m. Covid boosters will be offered Nov. 3 from 9 a.m. to 10 a.m. Nov. 9 is the Resource Fair at the Mark Twain Community Center from noon to 6 p.m. Flu shot and Covid boosters will be done at the same time and the senior center has rides available. Flu and Covid shots will be held in Lockwood from 9 to 11 a.m. at the Lockwood Senior Center, and in the Virginia City Highlands at the fire station Nov. 17, 9 to 11 a.m.

Keith Loomis, Assistant District Attorney

- Update on the Nevada Energy case, Judge Wilson entered an order authorizing NVEnergy to go ahead and occupy the property and begin their construction prior to the eminent domain action being completed. Massachusetts Land Acquisition is filing a writ with the Supreme Court to challenge that.

Austin Osborne, County Manager

- An offer was made to a candidate for the Human Resources Director position. The county worked with DETR and there was no cost, so \$15,000 will be returned to the general fund.

Jim Hindle, Clerk-Treasurer

- Early voting is in process. Storey County residents can vote through Friday in Virginia City. Election Day is Tuesday, Nov. 8. Mail-in ballots do not have to be presented if you choose to vote in person but should be kept under the voter's control until after the election. Paper ballots must be postmarked by 5 p.m. Nov. 8, but have until Saturday, Nov. 12 to arrive at the Clerk-Treasurer's office. Also, The Clerk-Treasurer's Office cannot release results on November 8th until polls throughout the state are closed.

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

Commissioner Mitchell said that a swing dance with lessons will be at the Fourth Ward School on Friday evening, Nov. 11. Get tickets at fourthwardschool.org and click on the events tab.

- 8. DISUSSION/FOR POSSIBLE ACTION:** Consideration and approval of, and authorizing the board chair to sign a memorandum of understanding between Storey County and the Comstock Cemetery Foundation (CCF) establishing terms, conditions, and responsibilities for modern burials within, and to promote preservation, protection, and management of the Silver Terrace Cemeteries including approximately 65 acres of historic cemetery lands located in Virginia City, and the Gold Hill Cemetery located in Gold Hill, Storey County, Nevada, and other properly related matters.

County Manager Osborne said this MOU was for a very complex situation, covering conflicts on burials, historic preservation and other things, along with disputes over land ownership and mining rights. He introduced guests from the Comstock Cemetery Foundation, Judy Allen, Jim Clark and Cal Dillon. He said in addition, funding and space for modern burials leading to expansion needs of the cemeteries, led to many discussions over several years. Discussions involved Storey County, the CCF, Hugh Roy Marshall, Con Virginia Mining. Candace Wheeler, and BOC of CCF, and all the county department heads. He said the challenge was to maintain and expand the cemeteries and assure restoration and preservation on land with countless issues including overlapping mining claims and ownerships. The MOU is for 99 years and includes a blanket lease on the property from Con Virginia Mining. The agreement will include the Gold Hill cemetery and can apply to another cemetery in Gold Hill, as well as the new Catholic Cemetery and Jewish Cemetery. Mr. Osborne said 2 mining claims must be surveyed at a cost of \$36,000, which will be done by Lumos and Associates.

James Clark of Virginia City, a 12-year member of the cemetery board who represents the Masonic section, said he was doubtful when this began 3 years ago, but now says this is a benefit to the foundation. He praised Mr. Osborne for answering questions completely. The CCF board voted unanimously to approve the MOU. Students at the high school already won a contest to name the new section "Silver Fields".

Public Comment: None

Motion: I, Commissioner Mitchell move to approve the Memorandum of Understanding and authorize the board to sign the MOU between Storey County and the Comstock Cemetery Foundation, establishing terms, conditions and responsibilities for modern burials within and to promote preservation, protection and management of the Silver Terrace Cemeteries including approximately 65 acres of the historic cemetery located in Virginia City and the Gold Hill Cemetery located in Gold Hill, Storey County NV, and other properly related matters. The MOU becoming effective is contingent on certain required lease agreements and actions between the parties. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

- 9. DISCUSSION/FOR POSSIBLE ACTION:** Consideration and possible approval: George Robison, Executive Director of the Truckee River Flood Management Authority (TRFMA) has requested a letter of support from Storey County regarding TRFMA's efforts on remapping the Truckee River floodplain along the Storey County boundary.

Planning Manager Kathy Canfield introduced George Robison, executive director of the Truckee River Flood Management Authority, who is requesting a letter of support for re-mapping the Truckee River from West Reno to Wadsworth. The Planning Department did provide a draft letter of support. She noted that she and Commissioner

Gilman serve on the TRFMA Technical Advisory Committee. She said: FEMA likes to have letters of support to indicate commitment to programs; the Planning Department supported this action; and that, she agreed that FEMA maps are inaccurate.

Mr. Robison said the Truckee River Flood Management Authority had an agreement with Reno, Sparks and Washoe County, and the re-mapping project started in 2019, since the FEMA maps went back to 1984, and some to the 1970s. He said the topography is off because in some places the river is out of alignment with its old course. The re-mapping will use the most up-to-date terrain and modeling techniques.

Public Comment: None

Motion: I, Commissioner Mitchell move to submit a letter of support for the re-mapping effort by the Truckee River Flood Management Authority for the Truckee River between West Reno and Wadsworth, NV, to the Federal Emergency Management Agency. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

10. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Storey County Proclamation for Flood Awareness Week, November 13 – 19, 2022.

Ms. Canfield said the county has participated the past four years, with the state's efforts to provide flood information to the public through NevadaFloods.org. There are events in Carson City and at Hillside Elementary School in Lockwood. This helps with the county's national flood insurance program community rating systems.

Erin. Warnock, the State Floodplain Manager, thanked the county for their support. Proclamation was read. Photos were taken.

Public comment: None

Motion: I, Commissioner Mitchell move to approve Storey County proclamation for recognizing Flood Awareness Week Nov. 13-19, 2022. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

11. DISCUSSION/FOR POSSIBLE ACTION: First quarter budget to actual review for fiscal year 2022-2023.

Comptroller McCain said all revenues were at the expected level or better for the first quarter review because ad valorem receipts comes in heavier in the first few quarters. She said the county was at 40 percent of revenue with 25 percent of the year done The General Fund's licensing and permits are at 75 percent collected, with reclassification expected and some released to the fire district. She said expenses were at 20 percent,

including transfers. She said some salaries and benefits were overbudget in the departments that operate 24/7, but that should even out as the fiscal year progresses. She also said two unbudgeted expenses came up and the budget will be adjusted. A broad range of costs are expected to go up through the year because of the economic environment. The county will watch these markets and associated costs to determine mitigation actions. She said all numbers will be on the Comptrollers page of the county Web site next week.

Public comment – no

12. DISCUSSION/POSSIBLE ACTION: Consideration and possible first reading of Ordinance 22-323. An ordinance incorporating civil infractions under the Nevada Revised Statutes as violations of the Storey County Code (SCC), reducing certain existing provisions of the SCC as they affect traffic and parking regulations from misdemeanors to civil infractions. The purpose of this ordinance is to implement some of the provisions of AB 116 from the 2021 Legislative Session which reduced numerous misdemeanors to civil infractions.

Mr. Loomis said that a result of AB 116 passing in the last Legislative Session, a lot of the state misdemeanor violations, particularly traffic violations, have been changed from misdemeanors to civil infractions, particularly traffic offenses with a maximum punishment of a \$500 fine.

Judge Eileen Herrington of the Storey County Justice Court said the primary change is traffic misdemeanors to civil infractions. She said judges have worked closely with state Dept of Public Safety in creating Nevada Offense Codes (NOC codes) that identify every violation in every county. DPS notified the Court that they had created NOC codes and that the county would have to amend its ordinance to reflect adoption of the civil infractions. NOC codes are unique to each county so there are hundreds and hundreds of NOC codes. She said fines will go to the county with the adoption of the ordinance, otherwise they would revert to the state. The County cannot change what the state considers a civil infraction to a misdemeanor.

Commissioner Mitchell questioned what would be considered a misdemeanor and what a civil infraction.

Judge Herrington said most traffic and parking violations will be amended to a civil infraction, except for using a handicapped space unlawfully. Misdemeanors would also continue to be charged for no driver's license or expired registration. If people don't pay the civil infraction fine, it will go to collections, rather than have a judge issue a warrant. She has been attending weekly meetings, but thinks her office is ready to handle the change. She will have training in December and will give a recap in January.

Commissioner Mitchell asked for examples. Judge Herrington said following too closely would be a misdemeanor but passing in a no-passing area would become civil. Failing to stop for a flagger will remain a misdemeanor. She said they don't follow the demerits. She has provided a draft schedule. She said without this ordinance, those NOC codes prepared for our county would not be activated.

Commissioner Carmona asked if he became a habitual speeder, the worst thing that could happen is it could ruin my credit? Judge Herrington said there is a section in the bill that if over a 3- or 5-year period you get more than 5 violations that were four demerit points or more, that would be a combination of civil violations and misdemeanor and the DMV would suspend your license, which, if you drive with that suspended license, it becomes a criminal offense. She said there are many cases where a person stopped for speeding has no driver's license or insurance, some would be civil infraction, and some would be misdemeanor. Up to 29 mph over the speed limit would become a civil infraction. If there is also a DUI, the DA could treat it as a criminal matter. Having no insurance is still a misdemeanor.

Public Comment – no

Commissioner Gilman asked if writing these citations would complicate the lives of officers?

Judge Herrington - they have a computer device and when they input the info, that will generate a civil infraction with all instructions on how to approach that civil infraction. Then get another long ticket for misdemeanor infraction. It is going to complicate things. We have been attending weekly meetings to address how this will come to our office.

Commissioner Gilman asked if the sheriff's offices have been involved in the meetings, and Judge Herrington said they had been involved in the training.

Sheriff Gerald Antinoro said they have been working on this since the legislation past, the software vendors will update the handheld computers. It will be a difficulty, but anytime you have a change you will have difficulties. The whole process is a bad process, with the legislature turning these into civil infractions. We are as ready as we can be.

Mr. Loomis read the title into the record.

Commissioner Mitchell asked if the county took a position in testimony on this bill when in from of the Legislature, and Judge Herrington said she believes we did.

Public comment: None

Motion: Under duress, I, Commissioner Mitchell move to approve the first reading of Ordinance #22-323, an ordinance addressing infractions authorizing the setting of a public hearing on the ordinance and authorizing publication of a notice regarding the hearing. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

13. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD

14. DISCUSSION ONLY/NO POSSIBLE ACTION: First quarter budget to actual review for the Fire District fiscal year 22-23

Comptroller McCain said revenues for the Fire District Budget were coming in at 34 percent of the budgeted amount in the first quarter. She said that did not include Mutual Aid transfer or business license fees. She said ad valorem was trending at 42 percent. Ms. McCain said expenses were at 26 percent usage and does not include transfers out. Salaries are at about 29 percent due to overtime, a necessary overage. Service and supplies at 10 percent usage. Some line items are higher because of one-time purchases. Mutual Aid at 42 percent, which is not uncommon because fire season was in the beginning of the fiscal year.

Commissioner Mitchell asked if the license and permit amount is higher than expected, and Ms. McCain said that was due to permit revenue, and she was unsure if it is a first-quarter issue.

Fire Chief Loncar said there were an increased number of buildings. He said they looked at very old data and used that moving forward because we knew it was a conservative number.

Public comment: None

15. DISCUSSION/POSSIBLE ACTION Consideration and possible approval of a Memorandum of Understanding between the Storey County Fire Protection District and Storey County Fire Fighters' Association Local 4227 as it pertains to Article 40 Incentive pay to exclude fitness from the maximum incentives within the 2019-2023 Collective Bargaining Agreement.

Chief Loncar said the purpose of this item was to fix the language. In three areas the firefighters could get incentives, but the fourth area was added, but the rule still had a cap of 4. This is just a language issue. He said the document will be execute as Nov 2, 2022.

Motion: I, Fire Commissioner Mitchell, move to approve Memorandum of Understanding with the Storey County Firefighters Association Local 4227, outlining changes regarding Article 40 to identify that Category 4 Fitness, is not included within the maximum incentive as stated in Article 40, Section 2. I further move that we modify the agreement to reflect today's date. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

16. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

17. DISCUSSION ONLY/NO POSSIBLE ACTION: Report of Public Works department regarding roads and highways in Storey County.

Public Works Director Jason Wierzbicki said the crew is just about finished with Six Mile Canyon Road. Electric Avenue is still in engineering. The core samples are back from what was the existing road.

18. RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER BOARD

19. DISCUSSION ONLY/NO POSSIBLE ACTION: First quarter review for the Water and Sewer Funds for fiscal year 22-23.

Comptroller McCain said that for the Water and Sewer budget, both revenues are trending at or above 25 percent for the first quarter. Charges for service in water is 30 percent and for sewer is 28 percent. This is revenue from ratepayers. This is what is expected to pay for daily operations from this fund. Infrastructure fund was intended to pay the USDA bonds, so that will happen after infrastructure ordinance is passed. Expenses are also trending very well. Salaries and benefits were affected by AFSCME contract in June and budgets were completed before the agreement.

Public comment: None

20. ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

21. DISCUSSION ONLY/NO POSSIBLE ACTION: Quarterly report by County Manager on matters of the county including, but not limited to, plans and programs, staffing and resources, capital improvements, community engagement, and other matters of county importance

County Manager Osborne said the strategic plan is moving forward and there would be the final public workshop soon in Virginia City at Piper's Opera House. We will bring an overall draft to the board in January.

The Capital Improvement Plan update is happening again, and department heads are adding or amending things, which the Comptroller is using for budget preparation and the Commissioner's Office is using in integration with the white paper, as well as 2024 expenses to address deferred maintenance.

The White paper's fiscal analysis is almost complete. We will bring it to the board for consideration and public information and hopefully, adoption. This will be important in the 2023 Legislative Session, when regional impacts are discussed. The best thing is all data is published information, and the numbers are already there from the experts.

The Solid Waste Management Franchise RFP process. So far, we have tentative town halls schedule for Nov. 16, 17 and 18 in Virginia City, TRI and Mark Twain. Will have an outreach to Lockwood, which has its own agreement with Waste Management.

Human resources director position is filled, and the new director will begin on Nov. 14. We are still interviewing for Emergency Management Director. We are recruiting VCTC Director as there is an item on the agenda.

We are still working on countywide broadband connections.

There is about 8 million square feet of construction going on at TRI, and roughly 50 building permits going on in Virginia City and the Highlands.

Public comment: None

22. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval authorizing the County Manager to approve and sign a contract for up to \$20,000 for a recruitment agency (headhunter) to help the county and Virginia City Tourism Commission build an applicant pool of highly qualified candidates to potentially fill the VCTC Director vacancy, subject to the recruitment agency being chosen from the attached list of agencies having pre-negotiated rates with POOL/PACT, subject to contract review and approval by the District Attorney's Office, and with the signed and approved contract being brought back to the board at the next available meeting for review. This request may help the agencies enhance diversity and qualifications in the currently growing applicant pool.

County Manager Osborne said there is a vacancy for tourism director and applications have been received, however he would like to spread a wider net by working with DETR as well as headhunters and advertising nationwide. Funds are still available for the headhunter, which would charge 15 percent of the salaries of the director. Using headhunters recommended by POOL/PACT.

Public Comment: None

Motion: I, Commissioner Mitchell, move to authorize the county manager to approve and sign a contract for up to \$20,000 for a recruiting agency or headhunter to help the county and the Virginia City Tourism Commission build an applicant pool of highly qualified candidates to potentially fill the VCTC Director vacancy subject for the recruitment agency being chosen from the attached list of agencies having pre-negotiated rates with POOL/PACT subject to contract approval by the District Attorney's office and with the signed and approved contract being brought back to the board for the next available meeting for review. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

23. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of antifreeze retrofit to a new code compliant antifreeze in the fire sprinkler systems at the Jail and the Gold Hill Depot. This project, due to time constraints and code deadline has already been completed for a grand total of \$14,500.00.

Public Works Director Wierzbicki said a new code required the county to get rid of old antifreeze in the fire sprinkler systems in the jail and the Gold Hill Depot. He said the department went ahead with the retrofit to comply with code.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the antifreeze retrofit of the jail and the Gold Hill Depot to a new code compliant antifreeze for a combined total of \$14,500. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

24. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of business license second readings:

- A. Duke MFG, LLC - Contractor / PO Box 6663 Ft. Smith ~ AR
- B. Essex Brownell LLC - General / 2555 USA Parkway Ste. 101 ~ Sparks, NV
- C. Integrity Cabling Systems Inc. - Contractor / 31566 Railroad Canyon Rd. Ste. 2 Canyon Lake, CA
- D. Joe Daddy Screens - Home Business / 119 Tom Sawyer Way ~ Dayton, NV
- E. Novo Logistics - General / 727 Milan ~ Sparks, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses A through E. **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote.

25. PUBLIC COMMENT (No Action): None

26. CORRESPONDENCE/NO ACTION:

- I Letter of support for Travel Nevada 3D Project Application Arts and Heritage Trail creating a joint effort by developing marketing, a trail map, and virtual and marked trails connecting Virginia City to Carson City and the Carson Valley for tourism and recreational purposes.
- II Letter responding to request for member of Storey County to join Comstock Foundation in their efforts to earn the Travel Nevada 3D Grant for Destination Development Project.

County Manager Osborne said there was one additional piece of correspondence from John Herrington to allow Clampers of Julia C Bulette to install a historic plaque that is currently inside the Visitor's Center. This plaque was originally produced by Ron Walsh by Julia C. Bulette Humbug back in 1992. The Clampers would like to install the plaque on the outside of the south wall of the Crystal Bar near the C Street edge.

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

Chairman Carmona adjourned the meeting at 12:17 p.m.

Respectfully submitted,

By: 
Jim Hindle, Clerk-Treasurer.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
- A. ArchMOdal – Contractor / 699 Hampshire Rd. #218 ~ Westlake Village, CA
- B. Aspen Electric – Contractor / 19 Glen Carran Cir. ~ Sparks, NV
- C. Earth Tech LLC – Professional / 681 Edison Way ~ Reno, NV
- D. Lugo Framing LLC – Contractor / 7761 Tulear St. ~ Reno, NV
- E. Palmetto Solar, LLC – Contractor / 997 Morrison Dr. #200 ~ Charleston, SC
- F. Picon FRP Inc. – Contractor / 20885 Redwood Rd. # 327 ~ Castro Valley, CA
- G. TLS Supply Chain Solutions Inc. – General / 2555 USA Parkway Ste\ 100 ~ McCarran, NV
- **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).
- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

- **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.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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: Dore Nevin, Clerk's office
Austin Osborne, County Manager

November 7, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **November 15, 2022**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. ArchMODal** – Contractor / 699 Hampshire Rd. #218 ~ Westlake Village, CA
- B. Aspen Electric** – Contractor / 19 Glen Carran Cir. ~ Sparks, NV
- C. Earth Tech LLC** – Professional / 681 Edison Way ~ Reno, NV
- D. Lugo Framing LLC** – Contractor / 7761 Tulear St. ~ Reno, NV
- E. Palmetto Solar, LLC** – Contractor / 997 Morrison Dr. #200 ~ Charleston, SC
- F. Picon FRP Inc.** – Contractor / 20885 Redwood Rd. # 327 ~ Castro Valley, CA
- G. TLS Supply Chain Solutions Inc.** – General / 2555 USA Parkway Ste\ 100 ~ McCarran, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$4,373,725.78
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y Wood

Department: **Contact Number:** 7758471133

- **Staff Summary:** Please find attached claims as submitted
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY

Check Register

Packet: APPKT04691 - 2022-10-25 Tri Audit Final Pmt. Post
10/21/2022 cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank 405886	TAHOE RENO INDUSTRIAL PARK, LLC	10/21/2022	EFT	0.00	3,713,428.69	10340

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	1	1	0.00	3,713,428.69
	1	1	0.00	3,713,428.69

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Cory Y. Wood 10/25/2022
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 11-4-22
Comptroller Date

[Signature] 10/29/22
Deputy Clerk Date

[Signature]
Treasurer

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2022	3,713,428.69
			<u>3,713,428.69</u>



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 10/10/2022-10/23/2022

Packet: PRPKT01565 - 2022-10-28 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	2,381.33
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	190	399,025.65
Total	193	401,406.98

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

SSM 10/26/22
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:
SMC 11.4.22
Comptroller Date

MDR 10-26-22
Treasurer Date

10/29/22 Deputy Clerk 10/29/22



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 10/28/2022-10/28/2022

Packet: PRPKT01573 - B. Lopez Comp buy-out
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	1,643.33
Total	1	1,643.33

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Long Sunny 10/26/22
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

VMC 11.4.22
Comptroller Date

Deputy Clerk 10/29/22
Treasurer Date



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 10/28/2022 - 10/28/2022

Payment Date Range 10/28/2022 - 10/28/2022

Payable Number	Description	Units	Price	Post Date	Amount	1099	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
405424 - OPTUM BANK, MEMBER FDIC															
INV0016945	HSA Contributions	0.00	0.00	10/28/2022	9,590.66		DFT0001237	10/28/2022	Insurances	11,867.32	0.00	0.00	0.00	11,867.32	11,867.32
										9,590.66	0.00	0.00	0.00	9,590.66	9,590.66
										8,523.26					
										721.40					
										87.00					
										109.00					
										90.00					
										60.00					
INV0016946	HSA Contributions	0.00	0.00	10/28/2022	2,151.66		DFT0001238	10/28/2022	Fire-Ins	2,151.66	0.00	0.00	0.00	2,151.66	2,151.66
										2,051.66					
										100.00					
INV0016947	HSA Contributions	0.00	0.00	10/28/2022	125.00		DFT0001239	10/28/2022	Insurances	125.00	0.00	0.00	0.00	125.00	125.00
										125.00					
Vendors: (1)										11,867.32	0.00	0.00	0.00	11,867.32	11,867.32
Total 01 - Storey County Vendors:										11,867.32	0.00	0.00	0.00	11,867.32	11,867.32
Report Total:										11,867.32	0.00	0.00	0.00	11,867.32	11,867.32

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

10/28/22 Date

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

10.27.22 Date

Comptroller

10/29/22 Date

Treasurer



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 10/28/2022 - 10/28/2022

Payment Date Range 10/28/2022 - 10/28/2022

Payable Number	Item Description	Description	Units	Price	Post Date	Amount	1099	Payment Number	Account Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors																	
404300 - INTERNAL REVENUE SERVICE																	
INV0016963	Medicare	Medicare	0.00	0.00	10/28/2022	13,815.24	001-29503-000	DFT0001240		10/28/2022	Medicare	69,421.96	0.00	0.00	0.00	69,421.96	69,421.96
INV0016964	Social Security	Social Security	0.00	0.00	10/28/2022	1,690.08	001-29505-000	DFT0001241		10/28/2022	Social Security	13,815.24	0.00	0.00	0.00	13,815.24	13,815.24
INV0016965	Federal Income Tax w/held	Federal Income Tax w/held	0.00	0.00	10/28/2022	53,791.36	001-29501-000	DFT0001242		10/28/2022	Federal w/holding	1,690.08	0.00	0.00	0.00	1,690.08	1,690.08
INV0016966	Medicare	Medicare	0.00	0.00	10/28/2022	50.56	001-29503-000	DFT0001243		10/28/2022	Medicare	53,791.36	0.00	0.00	0.00	53,791.36	53,791.36
INV0016967	Federal Income Tax w/held	Federal Income Tax w/held	0.00	0.00	10/28/2022	74.72	001-29501-000	DFT0001244		10/28/2022	Federal w/holding	50.56	0.00	0.00	0.00	50.56	50.56
												74.72	0.00	0.00	0.00	74.72	74.72

Vendors: (1)	Total 01 - Storey County Vendors:	69,421.96	0.00	0.00	0.00	69,421.96	69,421.96
Vendors: (1)	Report Total:	69,421.96	0.00	0.00	0.00	69,421.96	69,421.96

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

10/26/22 Date
Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

[Signature] Date 10.27.22
Comptroller

[Signature] Date 10/27/22
Treasurer



STOREY COUNTY

Check Register

Packet: APPKT04696 - 2022-10-28 PR Payment LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	10/28/2022	EFT	0.00	92,482.27	10341
404869	SCSO EMPLOYEES ASSOCIATIO	10/28/2022	EFT	0.00	432.00	10342
404639	VOYA RETIREMENT INS	10/28/2022	EFT	0.00	8,535.48	10343
300003	AFLAC	10/28/2022	Regular	0.00	1,061.11	108344
300008	AFSCME LOCAL4041	10/28/2022	Regular	0.00	495.34	108345
405610	CALIFORNIA STATE DISBURSEMENT	10/28/2022	Regular	0.00	388.15	108346
405519	CIGNA HEALTH & LIFE INSURANCE C	10/28/2022	Regular	0.00	6,384.88	108347
300001	COLONIAL LIFE & ACCIDENT INS CO	10/28/2022	Regular	0.00	103.38	108348
404704	NATIONWIDE	10/28/2022	Regular	0.00	116.18	108349
405264	FIDELITY SEC LIFE INS CO	10/28/2022	Regular	0.00	54.24	108350
405263	KANSAS CITY LIFE INS CO	10/28/2022	Regular	0.00	338.73	108351
406598	MICHIGAN STATE DISBURSEMENT L	10/28/2022	Regular	0.00	622.30	108352
300011	NEVADA STATE TREASURER	10/28/2022	Regular	0.00	2.00	108353
406600	NORTHWEST FIRE FIGHTER BENEFIT	10/28/2022	Regular	0.00	2,830.96	108354
103233	PUBLIC EMPLY RETIREMENT SYSTEM	10/28/2022	Regular	0.00	774.00	108355
300010	STATE COLLECTION & DISBURSEMEI	10/28/2022	Regular	0.00	96.54	108356
300006	STOREY CO FIRE FIGHTERS ASSOC	10/28/2022	Regular	0.00	1,440.00	108357
300005	WASHINGTON NATIONAL INS	10/28/2022	Regular	0.00	532.89	108358

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	15	0.00	15,240.70
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	7	3	0.00	101,449.75
	30	18	0.00	116,690.45

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Luigi Surin
Processed & Submitted to Treasurer by Comptroller Admin

10/26/22
Date

Approved By:

[Signature]
Comptroller

10-27-22
Date

[Signature]
Treasurer

10-26-22
Date

[Signature] Deputy Clerk

10/29/22
Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2022	116,690.45
			116,690.45



STOREY COUNTY

Check Register

Packet: APPKT04700 - 2022/10/28 PERS 715 LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	10/28/2022	EFT	0.00	59,267.05	10344

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	59,267.05
	2	1	0.00	59,267.05

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Lucy Sun 10/26/22
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 10-29-22
Comptroller Date

[Signature] 10/29/22
Treasurer Deputy Clerk Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2022	59,267.05
			<u>59,267.05</u>



Storey County Liquor Licensing Board Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 mins.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a special application for an off C street liquor license for Virginia City Vineyards Resort & Spa 408 North A Street, Virginia City NV 89440.
- **Recommended motion:** No recommendation - dependant upon board findings.
- **Prepared by:** Brandy Gavenda

Department:

Contact Number: 7758470959

- **Staff Summary:** SCC # 5.12.060 specifies that a 'regulare full {[iquor] license' shall be limited to C street in Virginia City. Exceptions must be approved by special application to the liquor board. The Sheriff's Office is in possession of an application for a regular full liquor license from an applicant wishing to pursue such license, located at 408 north A street. The property is currently zoned CR.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of County Commissioners
Agenda Action Report
LIQUOR BOARD

Meeting date: 11/15/2022

Estimate of time required: 15 mins.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Decision on Special Application for off C Street liquor license.

2. **Recommended motion:** No recommendation - dependent upon board findings.

3. **Prepared by:** Brandy Gavenda, Admin. Asst. II

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** SCC #5.12.060 specifies that a "regular full [liquor] license" shall be limited to C Street in Virginia City. Exceptions must be approved by special application to the liquor board. The Sheriff's Office is in possession of an application for a regular full liquor license from an applicant wishing to pursue such license, located at 408 North A Street. The property is currently zoned CR.

5. **Supporting materials:** None

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

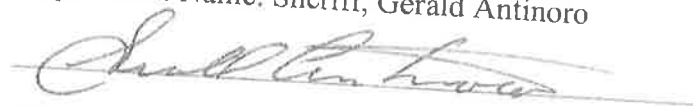
____ District Attorney

8. **Reviewed by:**

☒ Department Head

____ County Manager

Department Name: Sheriff, Gerald Antinoro



Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Enter into a Memorandum of Understanding (MOU) with the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO) to amend Article 11 to provide for pay out of annual leave over 240 hours in December of 2022, and Article 13 to amend the county contribution for dependent health insurance coverage to 100%, and to allow for Deputies to cash out 40 hours of sick leave to be applied toward HSA contribution or certain insurance premiums.
- **Recommended motion:** I (commissioner) move to approve the Memorandum of Understanding (MOU) with the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO) to amend Article 11 to provide for pay out of annual leave over 240 hours in December of 2022, and Article 13 to amend the county contribution for dependent health insurance coverage to 100% and to allow for Deputies to cash out 40 hours of sick leave to be applied toward HSA contribution or certain insurance premiums.
- **Prepared by:** Jeanne Greene

Department:

Contact Number: 7758470968

- **Staff Summary:** In order to address exigent issues in recruitment and retention of Sheriff's Office deputies, we met with the union and together we are requesting approval of the Memorandum of Understanding (MOU) with the Storey County Sheriff's Office Employees' Association/Nevada Association of Police and Sheriff's Officers (NAPSO) to amend Article 11 to provide for pay out of annual leave over 240 hours in December of 2022, and Article 13 to amend the county contribution for dependent health insurance coverage to 100% and to allow for deputies to cash out 40 hours of sick leave to be applied toward HSA contribution or certain insurance premiums. We are hopeful these actions will help with recruitment and retention until the successor collective bargaining agreement is renegotiated in 2023.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Fiscal Review
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

ARTICLE 11: VACATION

1. **Accrual:** Eligible Employees shall earn vacation benefits at the rate of ten (10) hours of Vacation Pay for each calendar month or major fraction thereof. Employees who have completed five (5) or more years of consecutive service shall earn vacation benefits at the rate of thirteen and one-third (13.33) hours of vacation for each calendar month or major fraction thereof. Employees who have completed 10 or more years of consecutive service shall earn vacation benefits at the rate of sixteen and two thirds (16.67) hours of vacation for each calendar month or major fraction thereof. Vacation credits shall accrue for each pay period the Employee is in full pay status or major fraction thereof.
2. **Eligibility:** An Employee is entitled to take vacation time after six (6) months service with the County. Each Employee shall accrue vacation beginning upon completion of six

(6) months of continuous employment as a regular or probationary Employee. Upon completion of six (6) months of County service as a regular or probationary Employee, the Employee shall receive sixty (60) hours of vacation credit.

3. **Scheduling:**
 - a. Vacation dates shall be granted and scheduled with the approval of the Sheriff or his/her designee. Where practical, in the determination of the Sheriff, vacation dates will be granted on a first-come, first-serve basis quarterly within the job classification.
 - b. An Employee becoming ill while on Annual Leave may have leave charged to Sick Leave upon request and upon presentation of proper documentation.
4. **Pay Off at Termination:** Upon termination of employment, the County shall compensate an Employee for all accrued vacation time (Up to a maximum of 240 hours).
5. *Pay Off in December 2022: An employee with accrued vacation time that exceeds 240 hours on December 31, 2022, will be paid for hours above 240 on the December 23, 2022, paycheck.*

ARTICLE 13: GROUP BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums

for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

3. ~~For Employees hired before July 1, 2014,~~ The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and one-hundred-percent (100%) for the Employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. Effective May 1, 2012, if the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.
 - a. Each Employee shall provide on a County-provided affidavit to the Personnel office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.
 - b. In the event that the AFSCME Comstock Chapter General Employees' Association ~~or the Storey County Firefighters Association (Fire District)~~ and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.
 - c. Sick Leave HSA/Premium Contribution – Employees may utilize up to 40 hours of his/her accrued sick leave per calendar year, to be utilized as an HSA contribution or toward their monthly buy-up option insurance premium provided that the employee has 240 hours of sick leave in their bank at the time of contribution. This election takes place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions cannot exceed the limits outlined in law.
4. ~~For newly hired Employees hired on or after July 1, 2014, spouses and dependents are not eligible for Employer contributions toward health insurance coverage.~~
 - a. ~~For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by Storey County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any Employee who has had a break in service of no more than~~

~~18 months for any reason.~~

~~b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Firefighter's Association IAFF, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.~~

4. As allowed by law and without federal penalties to the employer, an employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.

The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

5. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 22-661, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the title of Event & Business Development Manager being changed to Tourism and Event Manager, the grade level being increased from grade 131 to grade 135, and abolishing the Tourism Marketing Manager grade 135.
- **Recommended motion:** I (commissioner) move to approve Resolution No. 22-661, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the title of Event & Business Development Manager being changed to Tourism and Event Manager, the grade level being increased from grade 131 to grade 135, and abolishing the Tourism Marketing Manager grade 135.
- **Prepared by:** Jeanne Greene

Department:

Contact Number: 7758470968

- **Staff Summary:** The VCTC has undergone a minor reorganization. The Tourism Marketing Manager, grade 135 is being abolished. The position is currently vacant, and the duties previously assigned that position will be absorbed by the newly proposed Tourism and Event Manager and the contract PR firm. As the Tourism and Event Manager is assuming duties of a grade 135, reclassification to that grade level is justified.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Pending
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 22-661

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 245.045 FOR APPOINTED OFFICIALS.

BE IT HEREBY RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, STOREY COUNTY, NEVADA:

WHEREAS, for the purposes of NRS 245.045, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed and non-represented County employees by the enactment of a resolution.

WHEREAS, the salaries of all appointed officials and non-represented county employees, except certain Sheriff's Office employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule (Attachment A) for appointed officials and non-represented employees of the county.

WHEREAS, the General Salary Schedule step and grade ranges (Attachment A) will be consistent with the AFSCME general employees salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county's classification plan.

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2022-23 fiscal period:

Position	Salary Grade
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Automotive/Equipment Manager	Grade 133
Bailiff/Court Services Officer	Grade 124
Buildings and Grounds Manager	Grade 133
Building Official	Grade 144
Business Development Officer	Grade 140
Chief Deputy District Attorney	Grade 153
Chief Deputy Sheriff	Grade 140
Community Development Director	Grade 152
Community Relations Coordinator	Grade 130
Comptroller	Grade 154
Cook	Grade 115
Corrections Officer	Grade 117
County Manager	Grade 161
Cyber Security Officer	Grade 133
Deputy District Attorney	Grade 152

Dispatch Manager	Grade 140
Emergency Management Director	Grade 144
Tourism and Event Manager Event & Business Development Manager	Grade 131 135
Event and Site Manager	Grade 124
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Kitchen Aide	Grade 108
Management Analyst	Grade 131
Meals on Wheels Coordinator	Grade 110
Planning Manager	Grade 144
Public Works Director	Grade 152
Roads Manager	Grade 133
Senior Center Site Manager	Grade 119
Senior Services Director	Grade 140
Tourism Director	Grade 152
Tourism Marketing Manager	Grade 135

WHEREAS, the salary grade and step range of casual intermittent less-than part-time positions in the General Salary Schedule (Attachment A) shall be as follows for the 2022-23 fiscal period:

IPT Administrative Assistant I	Grade 110
IPT Administrative Assistant II	Grade 116
IPT Facilities Maintenance Worker	Grade 110
IPT Tourism Assistant	Grade 110
IPT Visitor Liaison	Grade 110
IPT Lifeguard	Grade 100
IPT Pool Supervisor	Grade 108
IPT Park Maintenance Worker	Grade 105
IPT Road Worker	Grade 110
IPT Pool Maintenance Worker	Grade 110
IPT Maintenance Worker/Heavy Equipment Operator	Grade 118
IPT Transportation Driver	Grade 102
IPT Homemaker	Grade 102
IPT Program Coordinator (Senior Services)	Grade 104

WHEREAS, the flat-rate salaries for the positions below shall be set by the Storey County Board of Commissioners as follows:

Government Affairs Director	\$30,000 (salary split 50/50 with SCSD)
Justice of the Peace	\$ 89,500

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners for elected positions as follows:

Assessor	\$71,361
Commissioners	\$30,806.31
Clerk/Treasurer	\$71,361
District Attorney	\$122,678
Recorder	\$71,361
Sheriff	\$96,937

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1).

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution ____ providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 10th day of October 2022.

PROPOSED AND ADOPTED this 15th day of November 2022.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE BOARD



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and approval to authorize the County Manager to sign and approve a contract with Lumos & Associates for approximately \$27,050 to conduct a boundary survey, split and separate portions of, and record a record-of-survey map for portions of two mining claims in accordance with a memorandum of understanding between Storey County and the Comstock Cemetery Foundation for the purposes of facilitating future modern burials and family plot area expansions at the Silver Terrace Cemeteries in Virginia City, Storey County.
- **Recommended motion:** I (commissioner) motion to authorize the County Manager to sign and approve a contract with Lumos & Associates for approximately \$27,050 to conduct a boundary survey, split and separate portions of, and record a record-of-survey map for portions of two mining claims in accordance with a memorandum of understanding between Storey County and the Comstock Cemetery Foundation for the purposes of facilitating future modern burials and family plot area expansions at the Silver Terrace Cemeteries in Virginia City, Storey County.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** On 11/01/22 the Storey County Board of County Commissioners approved the cemetery operations MOU between Storey County and the Comstock Cemetery Foundation (CCF). The MOU facilitates the CCF's management of certain cemeteries in the county, and necessary cemetery expansions at the Silver Terrace Cemeteries in Virginia City.
- The MOU is made possible and is subject to a 99-year lease agreement from Con-Virginia Mining Company to Storey County. Subject to securing this lease agreement, the county will survey, split, and separate portions of two mining claims owned by Con-Virginia Mining Company for the purpose of expanding the county cemetery modern burial area and facilitating a family plot area as defined by the MOU.
- Land surveyors at Lumos & Associates are most qualified and knowledgeable about local mining claims and land uses to undertaking the complex survey needed for this case. Lumos & Associates is also already retained by Storey County for these types of tasks. The proposed scope of work and associated contract terms is enclosed with this agenda item.

- **Supporting Materials:** See attached

- **Fiscal Impact:** 27,000

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Fallon
178 S. Maine Street
Fallon, Nevada 89406
775.423.2188

September 30, 2022

Exhibit A

LA22.763

Austin Osborne, PHR, SHRM-CP
Storey County Manager
Storey County
P.O. Box 176
Virginia City, NV 89440

RE: **Boundary Survey of March Fraction Patent and Exceptions, USS 4020, APN 800-000-22 and Parcel Map of Ohio Relocation, USS 2581, APN 800-000-20, Virginia City, Storey County, NV**

Dear Mr. Osborne,

Lumos & Associates, Inc. (Lumos), appreciates the opportunity to submit this proposal to provide professional surveying services for the subject property. This proposal includes preparing the necessary submittal items required by Churchill County for submission of a Tentative and Final Parcel Map.

Project Understanding

The proposed project will be completed in two parts. The first will consist of a Boundary Survey and Record of Survey Map of the March Fraction. This survey will locate and depict the boundary of the March Fraction and the exceptions shown in the original Patent. The second portion is to split a portion of the Ohio Relocation into a separate parcel to be used as part of the Cemetery.

We propose the following tasks to assist you with your project.

Project Scope

Task 1 – Field Survey – March Fraction and Exceptions & Ohio Relocation

Lumos will provide a field survey to determine the location of existing monuments and evidence that affect the boundary of the subject properties. Measurements will be compared to dimensions documented on record documents; including but not limited to; client provided title report, vesting deeds of subject and adjoining properties, record mapping, right of way dedications and mapping, and original government survey returns. Any existing structures will also be located to use in determining the new parcel line setback requirements. This survey does not include a full topographic survey of the property at this time as it is currently assumed that no improvement will be required as part of the parcel map process with the County. Should improvements become necessary a topographic survey of the areas necessary can be provided via an amendment to this proposal. This work can be completed within six (6) weeks from your notice to proceed.

Boundary Survey of March Fraction Patent and Exceptions, USS 4020, APN 800-000-22

Task 2 – Record of Survey Map

Lumos will conduct a boundary survey establishing the corner locations and marking them with permanent monuments with a Professional Land Surveyors registration cap or tag. A Record of Survey will be prepared and filed with the County Recorder in accordance with Nevada Revised Statutes 625.340 through 625.380 and the Nevada Administrative Code 625.651 through 625.740. This work can be completed within six (6) weeks from the time that the Parcel Corner Search Task has been completed and this Task has been authorized.

Parcel Map of Ohio Relocation, USS 2581, APN 800-000-20

Task 3 – Tentative Map Preparation

Lumos will produce a Tentative Parcel Map that includes all mapping requirements as set forth in the Tentative Parcel Map submittal requirements of Storey County. The maps will be signed by a Land Surveyor registered in the State of Nevada and appropriate copies of the full-size maps will be provided to the client for submittal to Churchill County. This work can be completed within eight (8) weeks from your notice to proceed.

Task 4 – Tentative Parcel Map Processing

Lumos will prepare a tentative parcel map application packages to include Storey County development application, data and information required by NRS 278.461 through 278.469, inclusive, including maps, site plan and graphics. The owner will be responsible for paying all application fees associated with applications and reviews. This work can be completed within ten (10) weeks from your notice to proceed.

Task 5 – Final Parcel Map

After the conditions of approval for the Tentative Parcel Maps have been made by the owner, Lumos will prepare one (1) Final Parcel Map for the subject parcel in conformance with the approved Tentative Maps, Nevada Revised Statutes, and Storey County code. The owner will be responsible for paying all application and review fees. Any lender that has a note against the property will be required to sign the final map. It will be the owner's responsibility to coordinate lender review and signature of the map if applicable.

After Final Map is recorded, Lumos will set all final lot corners for the newly created parcels. Corners will be monumented with a 5/8" rebar and cap referencing the Nevada professional Land Surveyor certificate number per Nevada Revised Statutes.

Task 6 –Meetings, and Final Map Processing

Lumos and our team can attend Meetings (Client, County Staff meetings, Council, Board, etc.) as necessary per your request to support the project during agency review and public meetings. If desired, Lumos can also coordinate the application, review, and signatures of the final map with the various agencies and utilities who will need to sign the parcel map. Meeting attendance and final map processing will be on a Time and Materials basis.

Task 7 – Direct Expenses/Reimbursables

Any fees or other associated project costs incurred by Lumos for submittal plan, and document reproduction, to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- The site is within an X FEMA zone. It is assumed that no FEMA coordination will be required for this project. No FEMA work is included in this proposal.
- No water rights work will be required as part of this scope.
- Client will provide a preliminary title report
- Client will pay all fees, or reimburse Lumos under Task 6
- This assumes that no improvements will be required by Storey County. Should improvements be required, Lumos will provide an amendment to this proposal.
- A full site topographic map is not included with this proposal.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Field Survey	\$ 13,800
Task 2	Record of Survey	\$ 5,650
Task 3	Tentative Parcel Map Preparation	\$ 3,200
Task 4	Tentative Parcel Map Processing	\$ 2,000
Task 5	Final Parcel Map	\$ 2,400
Tasks 1-4 Total:		\$27,050
Task 6	Meetings and Final Map Processing	T&M
Task 7	Direct Expenses/Reimbursables	T&M

Tasks 1 through 5 are time and materials, not to exceed, while Tasks 6 & 7 are time and materials. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please sign the provided contract. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "David C. Crook".

David C. Crook, PLS, WRS
Project Manager – Surveying Division

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the _____ day of _____, 20____, by and
by and between Storey County

whose mailing address is P.O. Box 176, Virginia City, NV 89440

hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on March Fraction & Ohio Relocation Survey (Project Name)
hereinafter called the "PROJECT" and whose location is Virginia City, NV

THE CLIENT/contact person for this project is Austin Osborne

Phone (775) 847-0968

Email aosborne@storeycounty.org

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about _____ 20____; and have said
work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is David C. Crook Phone (775) 423-2188

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the
event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the
Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written
above.

CONSULTANT:

PRINT David C. Crook

SIGN David C. Crook
Digitally signed by David C. Crook
DN: cn=David C. Crook, o=Lumos & Associates
Date: 2022.09.30 08:41:12-07'00

TITLE Project Manager - Survey Division

DATE 09/30/2022

CLIENT:

PRINT _____

SIGN _____

TITLE _____

DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant..

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any

hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. Consultant currently maintains a policy of professional liability insurance. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

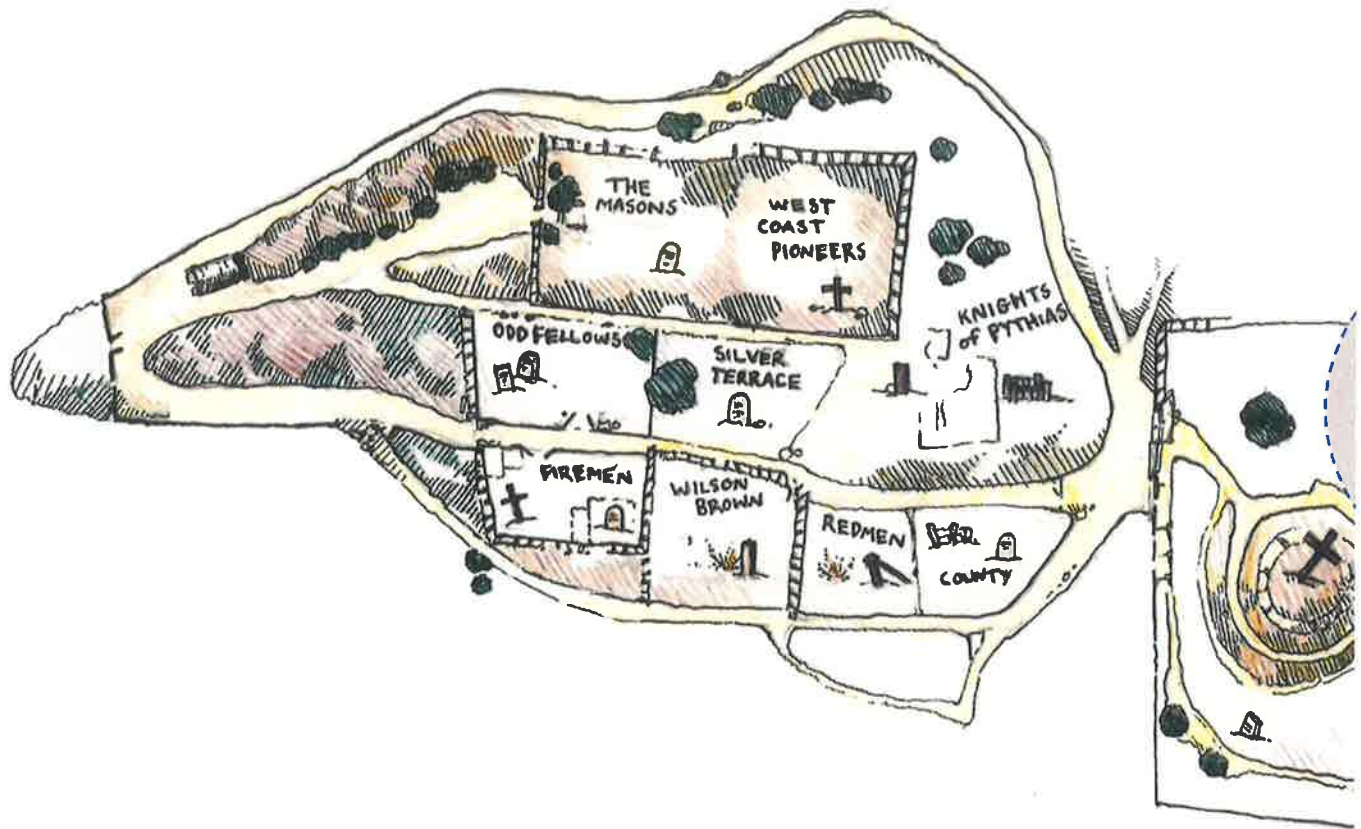
(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

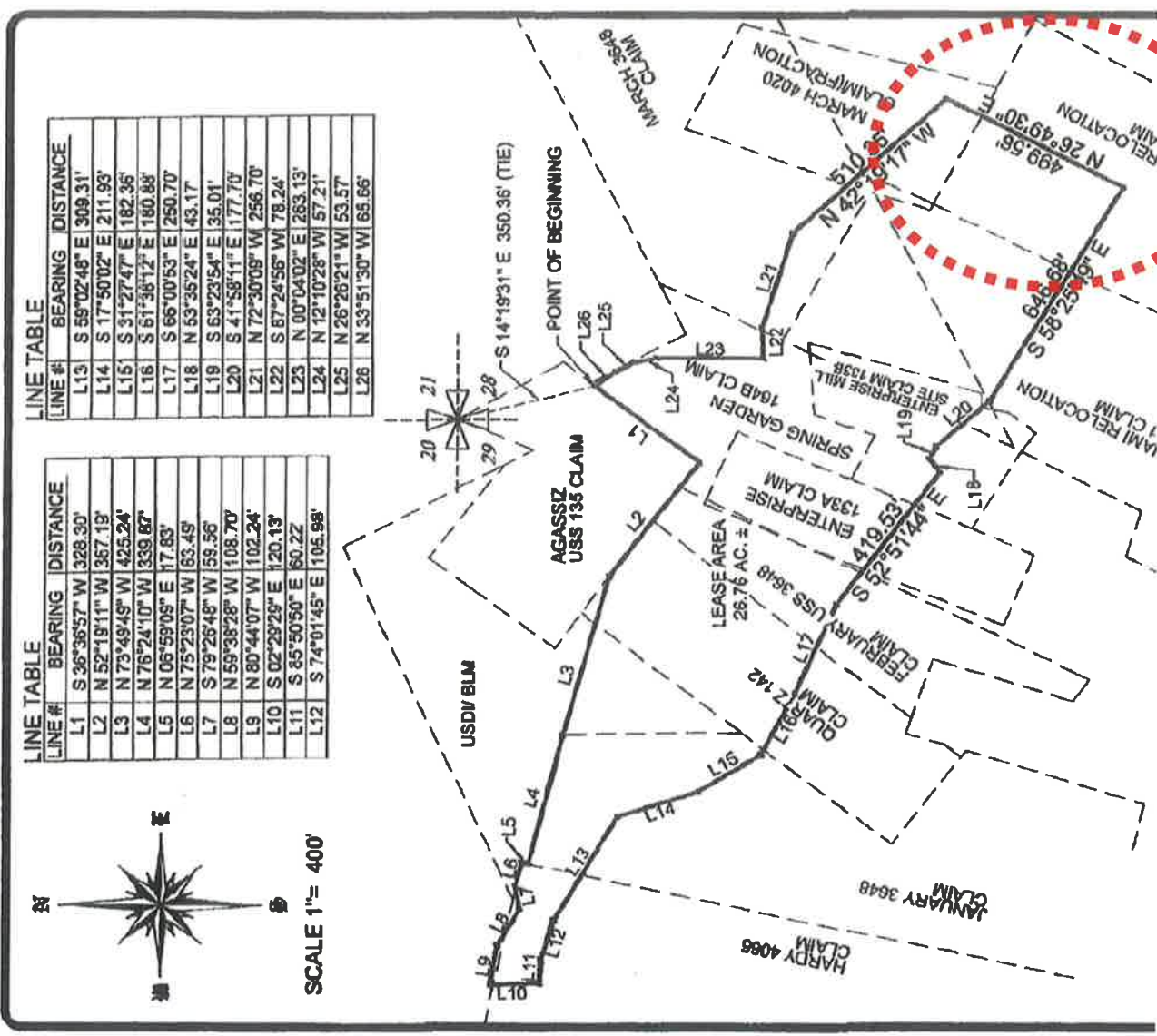
20. RETAINER

Client agrees to deposit the sum of zero \$ 0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.

Enclosure B – Cemetery Map & General Area of Proposed Land Survey

Map generally illustrating the Silver Terrace Cemeteries subject to the SC-CCF MOU. The image is approxim







Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of agreement with Tyler Technologies, Inc. (Tyler) whereby the Eagle Recorder software, utilized by the Recorder's and Clerk's offices, will be moved from on-site to a data server hosted by Tyler in the annual amount of \$27,663.00 for the five-year term of the contract and a one-time fee of \$9,000.
- **Recommended motion:** I, Commissioner _____, approve the Tyler Service Agreement to move the Eagle Recorder software from an on-premise environment to a hosted environment in the amount of \$27,663.00 annually with a one-time fee of \$9,000.00 and authorize the Recorder to sign.
- **Prepared by:** Dru McPherson

Department:

Contact Number: 7758470967

- **Staff Summary:** This project will take the Eagle Recorder software, which includes Clerk and Recorder functions, from being housed locally and maintained by Storey County IT to a Tyler hosted environment.
-
- The Clerk and Recorder's Offices request the first-year payment of \$21,971.88 from the Capital Improvement Software Fund to account for this non-budgeted item. The Recorder's Office Tech Fund will contribute up to \$9,000 as the implementation fee for the project, billed throughout the transitional period as needed.
-
- If signed, this contract locks in our new annual rate of \$27,663.00 for a 5-year period, which the Clerk and Recorder's Offices will split as budgeted items moving forward.
-
- This is an increase from our current annual Tyler Eagle Recorder support amount of \$20,644.93, but will save the county in purchasing hardware, support costs, and licensing.
-
- This financial arrangement has been approved by Comptroller Jennifer McCain. IT Director James Deane supports the project from a technological and cost-saving standpoint.
- **Supporting Materials:** See attached

- **Fiscal Impact:** Yes
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Quoted By:
Quote Expiration:
Quote Name:

Sales Quotation For:

Dru McPherson
Storey County
26 South B StDrawer D
Virginia City, NV 89440
Phone: +1 (775) 847-0969

Tyler Software

Description

Records Management

Annual Fees

Eagle Recorder Base
Software Support EagleRecorder Public View Recording
Software Support EagleRecorder Recording-Full Use (Seat)
eCommerce
eMarriage
eRecording
Historical Index Module Support
Fraud Guard
EagleOCR Automated Redaction Recording
Eagle Self Service
Third Party Software Maintenance Contract Recording-PDFViewer
Public Printing EagleClerk Recording
Annual Hosting Cost

2022-332315-F3L4H2

TOTAL

Professional Services

Description

Records Management

Professional Services
Deployment Services
Project Management

Total Hours
TOTAL

21

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 27,663
Total Tyler Services	\$ 9,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	Use Tech Fund, 10K budgeted \$ 9,000	\$ 27,663
Contract Total	\$ 36,663	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler for download by the Client (for Maintenance) or on the first day of the month following the date this quotation v Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewal in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendation upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and load the converted data into Live/Production environment, by conversion option. Where conversions are quoted invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Plan. Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees. Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration. 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

2022-332315-F3L4H2

Storey County, NV – Records Management - Flip to SaaS

Move from On-Premise to Hosted Environment

Tyler Technologies will provide remote services to Storey County, NV to move the Eagle Recorder application to a hosted environment as follows:

Scope of Work:

Deployment Services - Deployment to Tyler's Hosting Center

1. Data Migration
2. Data Testing
3. Configuration of application in house functionality
4. Assistance with deploying clients to connect to hosting instance
5. Create client users
6. Configure data to new hosted instance and load new hosted users
7. Data Transfer and sync to data center
8. Testing for Go-Live

Being a hosted client includes:

- OS upgrades
- Application Upgrades
- 24/7 Hosting and Monitoring Support
- Infrastructure Management
- Storage & Backups
- Load balancing
- Intrusion detection
- Firewall Management
- Network design/capacity planning/performance optimization
- Database diagnostics & troubleshooting
- Disaster recovery planning and services
- Business continuity planning/testing
- PCI security compliance
- SSAE 18

2022-332315-F3L4H2

2022-332315-F3L4H2



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of 6 replacement street light tops and 15 poles for the C Street gas lamp fixtures in the amount of \$47,397.00. This has been previously approved in the yearly budget for a total amount of \$50,000.00.
- **Recommended motion:** I (Commissioner) motion to approve the purchase of 6 tops and 15 poles for the C Street gas lamp fixtures.
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 7758470958

- **Staff Summary:** We need to purchase 6 tops and 15 poles in the amount of \$47,397.00 to replace broken gas lamp fixtures along C Street in various locations. This item has been previously approved in the yearly budget.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



sales@pennglobe.com
www.pennglobe.com
203-484-7749

QUOTATION #

2022-15881

DATE

9/7/2022

REV

ISSUED TO:

STOREY COUNTY
PO BOX 493
VIRGINIA CITY NV 89440

ATTENTION:

JASON WIERZBICKI

NOTE: LAMPS BY OTHERS UNLESS OTHERWISE SPECIFIED

PAYMENT TERMS	REP	QUOTE EXPIRES	FREIGHT	PROJECT
Due on receipt	667	10/7/2022	ALLOWED	667 STREET LIGHTING

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL
F403-GX919-VC978	BOULEVARD 750 - STOREY COUNTY SPECS: * PennTROL® OPTICS * WHITE ACRYLIC DOME * CLEAR ACRYLIC GLOBE * CLEAR ACRYLIC MANTLES * 70W 120V HPS BALLAST ASSEMBLY * QUICK DISCONNECT	6	2,417.00	14,502.00
F-1003X LT	BLACK FINISH TEXTURED	6		0.00
P665-W1122-1101	ESSEX POST - STOREY COUNTY SPECS: * 8' - 6" OAL * BOLT DOWN * FLUTED SHAFT * PROVISION FOR GFI AT TOP OF POST * (DUPLEX RECEPTACLE BY OTHERS) * DEDICATION PLAQUE MOUNTING PAD * PAD IN LINE WITH HANDHOLE * (PLAQUE BY OTHERS) * ACCESS DOOR * GROUND LUG * SM BOLT COVERS * (ANCHOR BOLTS QUOTED SEPARATELY)	15	2,193.00	32,895.00
F-1003X LT	BLACK FINISH TEXTURED	15		0.00

MICHELLE STONIER X10

TOTAL



sales@pennglobe.com
www.pennglobe.com
203-484-7749

QUOTATION #

2022-15881

DATE

9/7/2022

REV

ISSUED TO:

STOREY COUNTY
PO BOX 493
VIRGINIA CITY NV 89440

ATTENTION:

JASON WIERZBICKI

NOTE: LAMPS BY OTHERS UNLESS OTHERWISE SPECIFIED

PAYMENT TERMS	REP	QUOTE EXPIRES	FREIGHT	PROJECT
Due on receipt	667	10/7/2022	ALLOWED	667 STREET LIGHTING

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL
DRAWING	PRODUCTION DRAWING ON FILE			0.00
QUOTE	THIS QUOTATION IS BASED UPON QUANTITY & DESCRIPTIONS AND RELATED CONTRACT DOCUMENTS. ANY CHANGES SHALL REQUIRE A RE-QUOTE			0.00
LEAD TIME	PLEASE ALLOW ESTIMATED 14 WEEKS AFTER FACTORY RELEASE OF ORDER FOR SHIPPING			0.00
SURCHARGE	FREIGHT SURCHARGE MAY BE APPLIED AT TIME OF SHIPMENT			0.00
			0.00	0.00

MICHELLE STONIER X10	TOTAL	\$47,397.00
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This quote is valid for 30 days from the date of issue and will remain firm for (3) months after the acceptance of the purchase order. The quote number must be written on the purchase order. Unless otherwise stated freights costs are PPD & Charge. Lead times for Pennsylvania Globe Gaslight material will not be confirmed until the final set of approval drawings have been properly signed off by all parties. Hold for release status orders: prices are firm for release within a period of three months from the date of the acceptance of the purchase order. Unless agreed to by all parties all HFR orders will be automatically subject to an escalation of 1% per month after the first three month period. Unless specified otherwise on this quotation lantern prices do not included lamps. These terms are subject to revision.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the final canvass of the results of the November 8th, 2022 General Election held in and for Storey County, Nevada.
- **Recommended motion:** I Commissioner _____ move to approve the Final Canvass of the November 8th, 2022 General Election in and for Storey County, Nevada.
- **Prepared by:** Jim Hindle

Department:

Contact Number: 17758470969

- **Staff Summary:** Results will be made available after the final tally the evening of November 14th, 2022
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 11/15/2022 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. B Street Boardinghouse – Home Business / 116 N B St. ~ Virginia City, NV
- B. Infinity Painting & Decorating Inc. – Contractor / 625 Spice Island Dr. Ste. G ~ Sparks, NV
- C. Lima Land LLC – Out of County / 4007 Paramount Blvd Unit 109 ~ Lakewood, CA
- D. NV Concrete Construction Inc. – Contractor / 3570 Barron Way Ste. D ~ Reno, NV
- E. Pilot Travel Centers LLC – Contractor / 5508 Lonas Dr. ~ Knoxville, TN
- F. Sterling Electric Inc. – Contractor / 102 Mountain View Dr. ~ Fernley, NV
- G. Virginia City Bed & Breakfast -General / 226 N. B St. ~ Virginia City, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

- **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.

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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: Dore Nevin, Clerk's office
Austin Osborne, County Manager

November 7, 2022
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **November 15, 2022**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. B Street Boardinghouse** – Home Business / 116 N B St. ~ Virginia City, NV
- B. Infinity Painting & Decorating Inc.** – Contractor / 625 Spice Island Dr. Ste. G ~ Sparks, NV
- C. Lima Land LLC** – Out of County / 4007 Paramount Blvd Unit 109 ~ Lakewood, CA
- D. NV Concrete Construction Inc.** – Contractor / 3570 Barron Way Ste. D ~ Reno, NV
- E. Pilot Travel Centers LLC** – Contractor / 5508 Lonas Dr. ~ Knoxville, TN
- F. Sterling Electric Inc.** – Contractor / 102 Mountain View Dr. ~ Fernley, NV
- G. Virginia City Bed & Breakfast** -General / 226 N. B St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office