



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, OCTOBER 7TH, 2014 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

1. CALL TO ORDER AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for October 7, 2014
4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for September 2, 2014.

CONSENT AGENDA

(All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.)

5. For possible action approval of Payroll Checks date 08/29/14 for \$149,450.58 and \$74,460.99. Accounts Payable date 9/19/14 for \$1,508,565.41 and \$9,765.33.
6. For possible action approval of Business License First Readings -
 - a. PEPS EQUIPMENT - Contractor / 1953 N Warren Road ~ San Jacinto, CA (equipment rental)
 - b. ZULILY, INC. - General / 3200 USA Parkway (ecommerce) TRI
 - c. T & T ELECTRIC, INC. - Contractor / PO Box 7377 ~ Reno (electrical contractor)
 - d. ARH ARCHAEOLOGY - Home Business / PO Box 784 ~ Virginia City (archaeological consultant)

- e. HARRIS INDUSTRIAL GASES – General / 236 East Sydney (welding equip supply) TRI
- f. LEE'S PEST CONTROL – Contractor / 21 Van Fleet Drive ~ Yerington (pest control)
- g. AMERICAN EQUIPMENT, INC. – Contractor / 1315 Greg Street #114 ~ Sparks (crane manufacturer)
- h. PROFICIENT HEATING & AIR – Contractor / 385 Freeport Blvd. #9 ~ Sparks (hvac contractor)
- i. SUNTEC CONCRETE, INC. – Contractor / 2221 West Shangri La Road ~ Phoenix, AZ (concrete cont.)
- j. WOODSTOVE DISTRIBUTORS – Contractor / 881 Tahoe Blvd ~ Incline Village (fireplace sales/install)
- k. WWC LICENSE, LLC – General / One Verizon Way ~ Basking Ridge, NJ

END OF CONSENT AGENDA

RECESS TO CONVENE AS THE STOREY COUNTY WATER AND SEWER SYSTEM BOARD

- 7. **DISCUSSION/POSSIBLE ACTION:** Amend the Agreement for the Sale of Untreated Water between Comstock Mining, Incorporated and Storey County Water and Sewer System

ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

- 8. **DISCUSSION/POSSIBLE ACTION:** Approve bid award in the amount of \$880,372 for Public Works Project No. ST-2014-323 – Five Mile and Divide Reservoir Rehabilitation
- 9. **DISCUSSION/POSSIBLE ACTION:** Approval of resolution 14-410 Expressing interest by Storey County in obtaining the delivery of effluent generated by the Truckee meadows Wastewater Treatment Facility for use at the Tahoe-Reno Industrial Center in Storey County and requesting the City of Reno and the City of Sparks to consider making available the effluent to be transported in a pipeline to Storey County
- 10. **DISCUSSION (No Action – No Public Comment):** Committee/Staff Reports
- 11. **BOARD COMMENT (No Action – No Public Comment)**
- 12. **DISCUSSION/POSSIBLE ACTION:** Authorize the County Manager, Sheriff and District Attorney to enter into a contract with the Bureau of Indian Affairs (BIA) for the housing of tribal inmates.
- 13. **DISCUSSION/POSSIBLE ACTION:** Approve the first reading of ordinance 14-259 Amending Storey County Code section 3.12.012 updating the plan of projects for the proceeds of the infrastructure tax, and providing for other property related matters.
- 14. **DISCUSSION (No Action):** Retired Senior Volunteer Program (RSVP) Update on activities in Storey County
- 15. **DISCUSSION/POSSIBLE ACTION:** Proclaim October 5-11, 2014 as Fire Prevention Week in Storey County

COMMUNITY DEVELOPMENT AND PLANNING

16. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. INTELLISOURCE, LLC - General / 3200 USA Parkway (HR for Zulily) TRI
- b. AMERICAN EAGLE ELECTRIC, INC. - Contractor / 1055 Industrial Way #6 ~ Sparks (Elect Cont)
- c. JOHNCO ENTERPRISES - Contractor / 2875 N Escondido Court ~ Reno (Contractor)
- d. FRAZIER MASONRY CORP - Contractor / 747 East Ave L8 ~ Lancaster, CA (Contractor)
- e. COMSTOCK PAINTING & HANDYMAN - Contractor / 4450 Lousetown ~ VCH (Contractor)
- f. TCR CONSTRUCTION, LLC - Contractor / 3976 Kentwood Court ~ Reno (Contractor)
- g. ARDAGH METAL PACKAGING USA, INC. - General / 900 Waltham Way (can mfg) TRI
- h. A-Z WELDING & FABRICATION, LLC - General / 1215 Alexandria (welding fab) TRI
- i. ROSSCO ENT., dba AP STAINLESS MFG - General / 1215 Alexandria (manufacturing) TRI

17. PUBLIC COMMENT (No Action)

18. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.

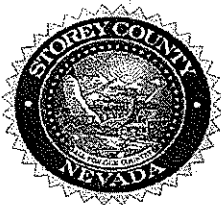
Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

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CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before October 2, 2014; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By Vanessa Stephens
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 2, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Approval of minutes for September 2, 2014

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

3. Prepared by: Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. Staff summary: Minutes are attached.

5. Supporting materials: Attached.

6. Fiscal impact: N/A

Funds Available:

Fund:

____ Comptroller

7. Legal review required: N/A

____ District Attorney

8. Reviewed by:

VS Department Head

Department Name: Clerk & Treasurer

[Signature] County Manager

Other agency review: _____

9. Board action:

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, SEPTEMBER 2ND, 2014 9:15 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, Commissioner Sjovangen, County Manager Pat Whitten, Sheriff Gerald Antinoro, Senior Planner/Administrative Office Austin Osborne, Comptroller Hugh Gallagher, Clerk/Treasurer Vanessa Stephens, District Attorney Bill Maddox, Special Counsel Robert Morris, Community Services Director Cherie Nevin, Deputy District Attorney Anne Langer, Planner Dessie Redmond and Fire Chief Gary Hames.

1. **CALL TO ORDER CLOSED SESSION MEETING AT 9:15 A.M.** pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations between Storey County (Employer) and the Storey County Sheriff's Office Employees' Association/Operating Engineers Local Union No. 3 (Union).

The closed session was called to order at 9:15a.m.; adjourned at 9:55a.m.

2. **CALL TO ORDER AT 10:00 A.M.**

The meeting was called to order by the Chair at 10:01 a.m.

3. **PLEDGE OF ALLEGIANCE**

The Chair led those present in the Pledge of Allegiance

4. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for September 2, 2014

Kay Dean, Virginia City Highlands: Asked that item 10 be removed from the Consent Agenda.

Motion: Approve agenda for September 2, 2014, with the exception of item 10. **Action:** Approve
Moved by Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by
unanimous vote (**summary:** Yes=3)

5. **DISCUSSION/POSSIBLE ACTION:** Approval of minutes for August 19, 2014

Motion: Approve minutes for August 19, 2014 **Action:** Approve **Moved by** Commissioner Sjovangen
Seconded by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

DISCUSSION/POSSIBLE ACTION: Consideration of approval of Six Mile Canyon Drainage Improvement Grant Professional Engineering Service Agreement with Farr West Engineering (Originally listed as item 10 under the Consent Agenda.)

Grants and Emergency Management Coordinator, Cherie Nevin: In 2009 Storey County submitted a grant application through the Nevada Division of Emergency Management for FEMA pre-disaster mitigation funding. We worked all that time to get the environmental studies and paperwork done and finally received the grant in June of this year. We sought two different professional service agreements; one from a firm in Minden and the other one that we have here from Far West. The total cost of this agreement is in the grant award which is for approximately \$1.5 million. We do have a match, but these engineering costs are included as a line item in the grant.

Kay Dean, Virginia City Highlands: She looked at the contract and thinks Storey County might pay more than the amount designated.

Lucas Tipton, Far West Engineering: The contract amount for this project is \$280K and includes various engineering and surveying tasks as well as construction management. The fees are less than the budget for this project.

Chairman McBride noted that when a project goes for this length of time, it is routine to have it on the consent agenda when it comes to fruition like this.

Motion: Approve Six Mile Canyon Drainage Improvement Grant Professional Engineering Service Agreement with Farr West Engineering **Action:** Approve **Moved by** Commissioner Sjovangen
Seconded by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

CONSENT AGENDA

6. For possible approval Assessor's recommended corrections for APN 003-002-12 to tax roll for 2014/2015 tax year.
7. For possible action approval of Assessor's recommended corrections for APN 003-045-21 to the 2014/2014 tax roll for partial property tax abatements pursuant to NRS 361.4722 through 361.4724
8. For possible action approval of Payroll Checks date 08/15/14 for \$339,856.38. Accounts Payable date for 8/22/14 for \$493,792.68 and \$4,019.70.
9. For possible action approval of National Preparedness Month Proclamation

10. For possible action consideration of approval of Six Mile Canyon Drainage Improvement Grant Professional Engineering Service Agreement with Farr West Engineering (*Heard and acted upon under regular agenda.*)
11. For possible action approval of Business License First Readings -
 - a. AGGREGATE RESOURCE DRILLING, LLC - Contractor / 4080 Commercial Ave ~ Springfield, OR (rock driller)
 - b. BW CABINETS & DOORS, INC. - Contractor / 52 Miles Road ~ Carson City (cabinet sales/installer)
 - c. PAUL BROOKS GENERAL CONTRACTOR - Contractor / 199 East Winnie Lane ~ Carson City, NV (Contractor)
 - d. TFG CONSULTING, LLC - General / 1273 Lariat Court ~ Minden (Consultant)
 - e. WINDAK, INC. - Contractor / 1254 26th Street ~ Hickory, NC (servicing equipment in County)
 - f. DAVE'S HANDYMAN SERVICES - General / 1647 Clover Leaf Drive ~ Sparks (Handyman)

END OF CONSENT AGENDA

Motion: Approve consent agenda **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

12. **DISCUSSION (No Action):** Dave Szabo, VFW Commander to make presentation to SCSO and SCFD

Dave Szabo, VFW Post 8071 Virginia City: VFW Meetings are the first Saturday of every month at the Washoe Club at 1pm. All are welcome. This is a national program that recognizes first responders. We are at the post level. He went on to present plaques and read letters of commendation to Sgt. Melanie Keener, Paramedic/Firefighters Benjamin Brown, and Jeffrey Nevin.

COMMUNITY DEVELOPMENT AND PLANNING

13. **DISCUSSION/POSSIBLE ACTION:** Variance 2014-014. By Mark Stevens in the Virginia City Highlands 1 Acre Estates located at 2010 Silverado Road, Storey County, Nevada (APN: 003-081-38). A request for Variance for a reduced rear-yard setback of 20 feet from the required 40 feet rear-yard setback for the placement of a proposed single-family residence. Also, the Applicant requests a Variance for the allowance of a detached accessory building to be closer than 50% of the depth of the lot from the front property line.

Planner Dessie Redmond: Stated that Mark Stevens is unable to be present today. She explained the purpose of the variance and added that all the details are in the staff report.

6.1.1 That there are special circumstances applicable to the subject property, including the configuration of the subject property. Therefore, the strict application of the zoning ordinance deprives the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification; and

6.1.2 That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the property owner; and

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

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

6.1.5 The proposed Variance is in compliance with Storey County Code 17.03.140 Variances, 17.12.48 Accessory Buildings and 17.40 Estates when all Conditions of Approval are met; and

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

Motion: Approve Variance 2014-014. By Mark Stevens in the Virginia City Highlands 1 Acre Estates located at 2010 Silverado Road, Storey County, Nevada (APN: 003-081-38), **Action:** Approve **Moved** by Commissioner Sjovangen **Seconded** by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

14. **DISCUSSION/POSSIBLE ACTION:** The applicant, Comstock Mining LLC, requests amendments to existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses. The amendments apply to mining, processing, mine definition, exploration, and ancillary uses on the subject land in American Flat and Gold Hill. The location of the land subject to this SUP request is located approximately in Township 16 North, Range 20 East, Sections 1 and 12; and Township 16 North, Range 21 East, Sections 4, 5, 6, 7, 8 and 9 (MDB&M).

Senior Planner/Administrative Officer Austin Osborne: This is a comprehensive review and amendment of a SUP from 2000. Three Planning Commission meetings have been held with discussions on all the changes. He reviewed some of the changes and showed the expansion areas on a projected map.

Bill Maddox noted that all of the commissioners attended the Planning Commission meetings that discussed this item. Mr. Sjovangen said he attended all four of those meetings. Mr. Gilman attended three of the four. Mr. McBride attended three (perhaps all four).

Corrado De Gasperis, President of Comstock Mining: Gave a short presentation and complimented the productiveness of the sessions and a meaningful amendment. He believes it sets a new standard and puts unprecedented controls on all. Open dialogue brought them to good protections for residences and good conclusions to concerns. It formalizes historical restoration and reclamation. He illustrated the areas and some of the restoration efforts with projected maps and pictures.

The Chair called for a recess at 10:48am; meeting called to order at 11:06a.m.

Callie Thompson Czech, Gold Hill: Asked that the 500 foot boarder be left open for discussion so that overburden can be brought onto their property. Mr. Osborne said that substantial discussion

has taken place on this subject. It is essential there is a no-operation area that affects property owners that do not want the activity. They concluded that they could apply for a temporary waiver at the time when they want to do it. It would be up to the Cox's to allow it or not.

Ron Cox, Gold Hill: Thought this was settled. Everyone has the 500 foot boundary. They could hire this work done, but Comstock cannot do it. Mrs. Cox has an asthma issue.

Mr. McBride and Mr. Sjovangen don't understand how they can exclude CMI from this activity. This is an item that should be discussed at the time and shouldn't be part of the SUP.

Kim Fegert, Gold Hill Historical Society: He has never seen such a comprehensive approach. He complimented the process and the attention to preservation.

Mr. Osborne clarified some of the amendments and language and read the findings:

8.1 Motion for approval

The following are found regarding the amended SUP under the recommended conditions of approval shown in Section 9. A motion for approval should include at a minimum these findings and may include other findings deemed appropriate and factual by the body.

8.1.1 Requirement by code

All land within the amended SUP boundary is zoned SPR Special Planning Review and F Forestry. Accordingly, the application for amended SUP was submitted pursuant to SCC Sections 17.32.020(M-N), and 17.44.030(A) which list "mining" and "milling and processing related to mining" as allowed in each zone with an SUP approved by the Board of County Commissioner with recommendation by the Planning Commission.

8.1.2 SCC 17.92 findings incorporated

SCC Section 17.92.030 lists findings of fact related to mining; mining uses and rights; rights and protections of non-mining uses potentially impacted by mining; and protecting the historical value and integrity of the Virginia City National Historic Landmark. Those findings in their entirety are hereby incorporated into the approval of the amended SUP, and it is hereby recognized that the amended SUP conforms to the purpose and intent of the findings.

8.1.3 Requirement by code

The conditions of the amended SUP are not in conflict with the purpose, intent, and other specific requirements of the F Forestry Zone and SPR Special Planning Review Zone in which subject use will be located.

8.1.4 Use compatibility

The conditions of approval under the amended SUP impose sufficient regulations on the proposed use to reasonably mitigate associated impacts on the surrounding environment and existing adjacent land uses.

8.1.5 Regulation compatibility

The conditions under the amended SUP are at least as stringent as and not in conflict with the applicable federal, state, and county regulations. The minimum requirements under SCC Chapter

17.03 (Administrative Provision) and SCC 17.92 (mining) for issuance of an SUP are incorporated into the conditions of the amended SUP.

8.1.6 Conformance with prior SUP

The amended conditions and the remaining unchanged conditions the amended SUP comply with the land use requirements of the underlying regulatory zones and are a stringent and not in conflict with federal, state, and county regulations pertaining to the uses allowed by the amended SUP.

Mr. Gilman opened up discussion to request that the operating plan be brought before the board for final approval before project commencement. The annual review will be about history, not the future.

Mr. Sjovangen feels confident that they will have a good ongoing relationship with CMI.

Mr. McBride also feels satisfied about the how the process has gone and is confident with how it sits right now.

Mr. Osborne asked if they would like to do as the Planning Commission did and do a run through of the changes with an informal vote on each change before public comment and the full motion.

Mr. Gilman asked for clarification about language on page 8 under "Subject Processing" concerning ore processing from the area and how it may affect use of Hwy. 341. Mr. Osborne explained that the language referred to has been removed.

Mr. Osborne reviewed the following changes:

- Section 3.1 "The following thresholds to be a rolling maximum acreage at any given time." The board voted yea.
- Assurances - no processing of ore from other parts of Storey County, but the applicant may process ore from the subject property, but from nowhere else. The board voted yea.
- Assurance - reclamation of the haul roads and the ancillary haul roads are pursuant to the NDEP or BLM requirements whatever is applicable and it is not "may", but "shall". The board voted yea.
- Assurance that the operating plan and modifications thereto is submitted to Planning staff for review and development of a summary report. The plan and staff summary report then goes straight to the County Commission, but not the Planning Commission, for a vote to validate that the plan conforms to the conditions of the special use permit. The board voted yea.

Mr. Whitten is in support of the SUP and commended the staff and applicant on the process.

Mr. Maddox clarified that major modifications to the operating plan would come to the commission, but he wanted to know if they wanted the plan itself be brought to this board and voted on for approval, or just review. Vice-Chairman Gilman stated that he wanted the board to vote to accept or not accept the operation plan as conforming to the conditions of the SUP. Mr. Osborne clarified that they have the SUP boundary. Inside that is NDEP approved plan of operations that includes all the specifics. Then there is the county's requirement that in some cases exceeds the NDEP or BLM requirement. This board would be reviewing all of that for conformance with the conditions of the SUP. Mr. Gilman agreed that was what he was requesting.

Mr. De Gasperis feels the request for understanding major changes is very prudent. He asked for clarification that if a fully compliant operating plan came before the commission, could that potentially deny the submitted plan. Mr. DeGasperis stated that he believed that the goal of the Commissioners with regard to the operating plan was to assure that it conforms to the conditions of the SUP, not approve or deny the plan. He stated that it appeared that the mining company would be able to proceed as planned once the Commissioners verified that the submitted plan is conforming. He stated that if the Commission is to vote to approve or deny the operating plan, the objective of securing the special use permit entitlements, that will enable the company to invest millions of dollars in its operation, will not be met.

Mr. Gilman agreed that the intended requirement is for the applicant to presents the operating plan, and future amendments thereto, to the board so that it may validate that he proposed operation plan conforms to the conditions of the SUP. The subject operation may not proceed under the new operating plan until the board agrees that it is conforming.

Motion: Based on Findings of Fact shown in Subsection 8.1 and conditions of approval shown in Section 9 of this report, compliance with federal, state, and county regulations, and the recommendation for approval by the Planning Commission and staff, I motion to approve SUP Application No. 2000-222-A-4, amending SUP No. 2000-222-A-3 to expand the subject land area and amend uses as provided in the Planning Commission and staff recommendation for mining, processing mine definition and exploration, and ancillary uses. **Action:** Approve **Moved by** Vice-Chairman Gilman **Seconded by** Commissioner Sjovangen **Vote:** Motion carried by unanimous vote (summary: Yes=3)

15. **DISCUSSION/POSSIBLE ACTION:** In accordance with an approval of Special Use Permit No. 2000-222-A-4 by Comstock Mining LLC, county planning staff hereby recommends closure and nullification of existing Special Use Permit No. 2011-016 ("Exploration SUP"). This SUP request is subject to approval of preceding SUP No. 2000-222-A-4 by Comstock Mining, LLC. This SUP amendment request shall not be subject to hearing or modification if said SUP is not approved.

Motion: Approve **Action:** In accordance with the approval of Special Use Permit No. 2000-222-A-4 by Comstock Mining, LLC, compliance with federal, state, and county regulations, and the recommendation of approval by the Planning Commission and staff, I Commissioner Bill Sjovangen find that existing SUP No. 2011-016 is no longer necessary and may conflict with the provisions of SUP No. 2000-222-A-4, and, therefore, I motion to approve permanent closure of existing SUP No. 2011-016 ("Exploration SUP"). **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (summary: Yes=3)

16. **RECESS STOREY COUNTY BOARD OF COMMISSIONERS TO CONVENE AS BOARD OF FIRE COMMISSIONERS**

17. **DISCUSSION/POSSIBLE ACTION:** Approval of Memorandum of Understanding (MOU) between the Storey County Board of Fire Commissioners (Employer) and the Storey County Firefighters' Association IAFF Local 4227 (Firefighters' Association) pertaining to salaries, merit steps, and employees anniversary/hire dates.

Austin Osborne explained that earlier in the year the collective bargaining agreement was approved between the Fire Board of Commissioners and the Fire District. They are not asking for an amendment, but a clarification. There has been some ambiguity as to when merit increases are offered to different staff that are hired at different times. This is a memorandum of understanding.

Motion: Approve Memorandum of Understanding (MOU) between the Storey County Board of Fire Commissioners (Employer) and the Storey County Firefighters' Association IAFF Local 4227 (Firefighters' Association) pertaining to salaries, merit steps, and employees anniversary/hire dates

Action: Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

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

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

Community Services Director Cherie Nevin:

- Flue immunization clinic on September 17 from 3:30 to 6pm at the Hillside Elementary School in Lockwood. Open to all residents of the Lockwood community.
- Storey County Health Fair - October 18 from 10am-2pm
- October 18 - Mark Twain Community Center - pancake breakfast tentatively planned
- Thursday - kicking off the courthouse seismic retrofit update study that we have received grant funds for. Structural Engineer Mel Green, who did the study for us in the early 90's will be here as will Dean and Shannon.
- She and Deborah Griffin have been speaking with the communities to see what they would like to have as far as health services.
- Mark Twain Community Center will be holding elections on September 17. They are also making improvements to the center. The library is up and running. They are hoping to add maybe some horseshoe pits to the area outside the park. Boy Scouts meet regularly at the center.
- September 12 they will be meeting with MTCC board and Community Chest to discuss youth programming.

Lockwood Community/Senior Center Representative Merilee Miller:

- In August she finished installing tree sculptures in front of the community building with fire retardant. She would like to see a mural.
- Meeting on the 23rd at 12:30 at the community building

Fire Chief Gary Hames:

- Half the interim seasonal wildland firefighters will have hours reduced beginning September 7th, with the second half September 21st and they will be back in May.
- Hazardous materials incident last weekend in TRI. First opportunity to use a full quad-county response team. It went very smoothly with no injuries.

Comptroller Hugh Gallagher:

- Updated the board on the audited financial statements. Field work will be done hopefully by the middle of this month. Internal statements for July will be ready this week.

- Risk management meeting tomorrow encompassing our volunteer program.
- Met with the Carson City comptroller concerning the V&T rail commission. He has assured Mr. Gallagher that they will sit down this week to discuss the numbers.
- He attended a committee on the Dept. of Taxation local government finance. There are resolutions to be presented to the next legislature concerning heart/lung disease. There was discussion of "separate local government."
- Introduced Marilyn Fitzgerald from Connecticut and thanked her for service to the country.

Sheriff Gerald Antinoro:

- Melanie Keener was recognized earlier by the VFW. As of two weeks ago she is now acting Chief Deputy.
- The gentleman whose body was discovered in a septic tank nearly a year ago is about to be laid to rest. He was a decorated Vietnam veteran. There will be a service for him at the Veteran's Cemetery in Fernley tomorrow at 11am.
- Parking lot improvements in Lockwood are done.
- Wild Horse Fair and Labor Day were successful.
- Dept. of Agriculture came to pick up four Horses due to public safety risk. We are working on making sure they go to rescue instead of auction.
- Angelo Petrini will be leaving the Delta and Bonanza today. Working for liquor license for new owner.

Mr. Gilman asked about how the horses are handled. Mr. Antinoro explained that the Dept. of Ag. Can do whatever they want as the horses are their property, but his deputies forwarded a few complaints to them which started this process. Mr. Gilman asked if the County Manager could be notified before they come into the County. Mr. McBride said that they had, in fact, been notified. Mr. Maddox shared that they are responsible for wild horses on private lands, but have no budget for it. They do the best they can. Mr. Antinoro understood that they were planning on picking up eight horses, but only took four. He doesn't believe they have plans to come back.

Assemblyman Jim Wheeler: noted that during the last session he put through an amendment to a bill that would allow the Wild Horse Preservation League to enter into negotiations with the Department of Agriculture for the management of the Virginia Range horses. Those negotiations are ongoing and it looks like they are getting pretty close. Private donations will go to manage the animals, so we will probably see better management of them over the next two years or so.

Senior Planner/Administrative Austin Osborne:

- NRS requires that we establish utility corridors in each of the counties where high voltage transmission lines would be permitted. We are working on structuring this with the Master Plan. He described locations and what might be there and local control.
- There was a rumor that the county was looking at housing moratoriums in the Highlands. This is false. We are though working on a moratorium on lawns, swimming pools, and ponds in the Highlands. There is an ongoing stream of people coming to his department with wells that have dried up. Any development in this endeavor will be done in public hearings as to allow public participation.

County Manager Pat Whitten:

- They are looking into hiring a new full-time building inspector in response to dynamic growth.
- Two of the four houses are gone next door. They are hung up on some small issued on the next two. He responded to the comment about adequate parking in the area and confirmed that they do need the parking.

20. BOARD COMMENT (No Action – No Public Comment)

Vice-Chairman Gilman:

- Acknowledged Austin Osborne, the Planning Commission, and all that worked on the Mining SUP.

Chairman McBride

- Lacy J Dalton's Wild Horse Fair was a huge success last weekend. We all agree that something needs to be done with the horses.
- He received an unsolicited offer in casual conversation of over twice what the county paid for the bank building they just purchased. He told them that if they could get a bank in there, they would consider his offer.

21. DISCUSSION/POSSIBLE ACTION: Approval of modification and extension of Collective Bargaining Agreement between Storey County (Employer) and the Storey County Sheriff's Office Employees' Association/Operating Engineers Local Union No. 3 (Union).

Austin Osborne: complimented the process and the parties. He explained some of the issues that were bargained such as salaries and benefits and how we compare regionally.

Hugh Gallagher: discussed the fiscal impact estimate. He went over the benefits to the county of dependent care exclusions and salary step increases. He feels they have a financially sound contract that the Unions and the County can be proud of.

Mark Joseph Phillips, Storey County Resident: He commented that today's packet does not include a copy of the contract; he requested a copy of the contract. Mr. Osborne explained that when bargaining is complete it will become public record, but they are technically still in negotiations and according to NRS it must remain confidential. Mr. Phillips feels it is a violation of open meeting law. Mr. Whitten explained that in anticipation of this question they have consulted with legal counsel and they are okay.

Motion: Approve modification and extension of Collective Bargaining Agreement between Storey County (Employer) and the Storey County Sheriff's Office Employees' Association/Operating Engineers Local Union No. 3 (Union) **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

Mr. Whitten and Mr. Osborne offered the contract as public record now that negotiations are complete.

The Chair called for a recess at 12:45pm; meeting called to order at 12:54p.m.

22. DISCUSSION/POSSIBLE ACTION: Acceptance and award of contract for three (3) ambulance re-chassis to Fire Trucks Unlimited in the amount of \$200,505.

Chief Fire Chief, Gary Hames: Reviewed the bids they received and some of the process of coming to this decision. New ambulances are selling now for \$180k to \$200k. The boxes have been well cared for, but the chassis have failed.

Motion: Approve acceptance and award of contract for three (3) ambulance re-chassis to Fire Trucks Unlimited in the amount of \$200,505 **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

23. DISCUSSION/POSSIBLE ACTION: Purchase of three (3) Dodge Ram 4500 regular cab chassis through Nevada State Purchasing or other vendor if less than state purchasing, in the amount not to exceed \$142,113.

Chief Hames made the board aware that the 2014 pricing has been discontinued. He has been told that the seller would honor the 2014 pricing, but they need to act sooner rather than later. He is hoping the current vehicles last long enough to get these.

Motion: Approve purchase of three (3) Dodge Ram 4500 regular cab chassis through Nevada State Purchasing or other vendor if less than state purchasing, in the amount not to exceed \$142,113 **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

24. DISCUSSION/POSSIBLE ACTION: Acceptance and award of contract for three (3) Type I Triple Combination Structural Fire Fighting Engines to Ferrara Fire Apparatus in the amount of \$1,640,828.

Chief Hames: sent out 37 invitations to bid with only 4 responses. He went over the process of coming to this decision. The loan terms were briefly explained. USDA is funding 100% at an interest rate around 3.7% which is much better than private lending. Life expectancy is 20-30 years. Mr. Hames explained that they did try to explore grant options and were denied at every front.

Motion: Approve acceptance and award of contract for three (3) Type I Triple Combination Structural Fire Fighting Engines to Ferrara Fire Apparatus in the amount of \$1,640,828, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

25. DISCUSSION/POSSIBLE ACTION: Reimbursement for fire alarm system at Gold Hill Train Station, requested by Kim Fegert.

Kim Fegert, Gold Hill Historical Society: Documentation has been submitted to explain the request. Mr. Whitten had a staff recommendation after discussion with the D.A. not to reimburse the \$350. The County has not been provided with the lease. The County has moved away from Burgarello. Staff recommends making payment not to exceed \$532.36 upon cancellation of this system. Mr. McBride confirmed that it is due to expire in February 2015. Mr. Gilman asked for clarification on the

amount. Mr. Fegert reviewed some details of the submitted documents and explained the amounts that GHHS paid for the Alarm System. Mr. McBride indicated that there is an invoice for the purchase of the security equipment and another invoice for the lease. Mr. Fegert explained that at first it was leased, and then subsequently purchased. There are separate amounts for the purchase and the installation. Lease payments are not included in the amount they are requesting and were not continued after they vacated the building. He went on to explain the legality of needing to finish the contract with Burgarello as well as paying out money they needed to receive value for and thus the need to purchase the equipment. Mr. Maddox suggested that he and the County Manager further review the documents. Mr. Whitten said they needed to see if it was compatible with PDI who they currently use and he doubts that it is.

Motion: Approve, **Action:** Continue this item so that Bill Maddox and Pat Whitten may review the documents and make a recommendation. **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

COMMUNITY DEVELOPMENT AND PLANNING CONTINUED

26. DISCUSSION/POSSIBLE ACTION: Special Use Permit Extension & Amendment 2012-014-A-1-2014. By Robert MacLachlan on behalf of Vista Towers, for a property located at 21485 Saddleback Road, Virginia City Highlands, Storey County, Nevada (APN: 003-101-66). The applicant requests an amendment to Special Use Permit 2012-014 in order to modify a condition of the "mono-pine" wireless communications tower may commence. The applicant is also requesting an extension to Special Use Permit 2012-014 which, due to inactivity, will expire.

Planner Dessie Redmond: Staff recommends continuing this item.

Motion: Continue to the Storey County Board of County Commission meeting September 16, 2014 at 10:00a.m., here in the courthouse. **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

27. DISCUSSION/POSSIBLE ACTION: Parcel Map 2014-012. By Vincent Griffith on behalf of Western 102/Western 102 LTD c/o Annette Mansfield, for a property located at 2633 Waltham Way, McCarran, Storey County, Nevada (APN: 004-092-76). A parcel map to create two separate parcels of land from one existing parcel of land.

Planner Dessie Redmond: Details are listed in the staff report.

5.1.1 The Parcel Map must comply with NRS 278.461 through 278.469 relating to the division of land into 4 or less parcels; and

5.1.2 The Parcel Map complies with all Federal, Nevada State, and County regulations pertaining to Parcel Maps and permitted land uses; and

5.1.3 The Parcel Map will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity; and

5.1.4 The conditions under this Parcel Map do not conflict with the minimum requirements in SCC Chapters 17.35 I-2 Heavy Industrial Zone or any other Federal, Nevada State, or County regulations.

Motion: Approve Parcel Map 2014-012 **Action:** Approve **Moved by** Commissioner Sjovangen
Seconded by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

28. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. CHEWY.COM LLC - General / 700 Milan (ecommerce fulfillment ctr) TRI
- b. PEEK BROTHERS CONSTRUCTION INC. - Contractor / 400 Carroll Drive - Fernley (contractor)
- c. A & J PAVING - Contractor / 1490 Cherokee Trail ~ Reno (contractor)
- d. dba RED ROCK SPRING WATER / General - 1145 Icehouse Avenue ~ Sparks (water delivery)
- e. MARTINEZ TREXLER REAL ESTATE GROUP / Home Business - 92 West Taylor (real estate)
- f. ARDAGH METAL PACKAGING USA, INC. - General / 900 Waltham Way (can mfg) TRI
- g. W G YATES & SONS CONST CO - Contractor / 2641 Portofino Drive (contractor) TRI
- h. A-Z WELDING & FABRICATION, LLC - General / 1215 Alexandria (welding fab) TRI
- i. ROSSCO ENT., dba AP STAINLESS MFG - General / 1215 Alexandria (manufacturing) TRI
- j. RITCHIE BROS AUCTIONEERS - General / 20202 East Highway 80 MCC

Senior Planner/Administrative Officer Austin Osborne: Went through staff recommendations for approvals and continuations.

Motion: Continue F, H and I **Action:** Approve continuations **Moved by** Commissioner Sjovangen
Seconded by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

Motion: Approve A, B, C, D, E, G and J **Action:** Approve **Moved by** Commissioner Sjovangen
Seconded by Vice-Chairman Gilman **Vote:** Motion carried by unanimous vote (**summary:** Yes=3)

29. PUBLIC COMMENT (No Action)

Kim Fegert, Gold Hill Historical Society: Requested communication by letter rather than email on the aforementioned documents.

Mark Joseph Phillips, Virginia City resident: Risk Management meeting mentioned earlier, he would like a time and place. Mr. Whitten explained that it was an internal staff meeting. Mr. Phillips does not agree that a closed meeting should take place that is closed to the public. He asked about his concerns to the deed to the Crystal Bar. Mr. Whitten said it is still being researched by staff.

30. ADJOURNMENT

The meeting was adjourned by the call of the Chair at 1:36p.m.

Respectfully Submitted,

By Vanessa Stephens
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 7, 2014

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For possible action approval of Payroll Checks date 08/29/14 for \$149,450.58 and \$74,460.99. Accounts Payable date 9/19/14 for \$1,508,565.41 and \$9,765.33.
2. **Recommended motion:** Approval of claims as submitted as part of the Consent Agenda
3. **Prepared by:** Hugh Gallagher
Department: Comptroller **Telephone:** 775 847-1006
4. **Staff summary:** Please find attached the claims
5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. **Legal review required:**

__NA__ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Comptroller

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5

STOREY COUNTY PAYROLL SYSTEM
Check Register

Rept: PR0510A
Run: 09/12/14 10:08:46

Payroll Type: Deductor
Check Date: 08/29/14

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			149,450.58

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
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McPhee for H. Gallagher 9/15

COMPTROLLER

TREASURER

Rept: PR0510A
Run: 09/12/14 10:11:56
STOREY COUNTY PAYROLL SYSTEM
Check Register

Payroll Type: Deductor
Check Date: 08/29/14

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:	.00
Total Deductor Checks:	74,460.99

Approved by the Storey County Board of Commissioners:

CHAIRMAN	COMMISSIONER	COMMISSIONER
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McCain for H. Gullett 9/15

COMPTROLLER

TREASURER

Report No: PB1315
Run Date : 09/16/14

STOREY COUNTY
CHECK REGISTER 9/16/14

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
80194	A & J PAVING	HIGHLANDS PARK		9/19/14	70546	5,444.50	5,444.50
80195	ADVANCED DATA SYSTEMS INC	SUPPORT		9/19/14	70421	1,540.00	1,540.00
80196	AIRGAS NCN INC	EMS SUPPLIES		9/19/14	70435	23.56	
		EMS SUPPLIES		9/19/14	70435	106.60	130.16
80197	ALLISON, MACKENZIE, PAVLAKI	ADMIN LEAVE JOEL LOCKE		9/19/14	70422	450.00	
80198	ALSCO INC	IA WITH JOEL LOCKE		9/19/14	70422	1,147.50	1,597.50
		ST 71 LAUNDRY		9/19/14	70436	13.88	
		ST 72 LAUNDRY		9/19/14	70436	8.77	
		ST 74 LAUNDRY		9/19/14	70436	10.52	
		SHOP		9/19/14	70411	36.69	
		CH		9/19/14	70411	57.79	
				9/19/14	70411	27.20	154.85
80199	ARC HEALTH AND WELLNESS	DETRICK		9/19/14	70472	32.98	32.98
80200	AT&T MOBILITY II LLC	DSL LINE COURTHOUSE		9/19/14	70553	75.00	75.00
80201	AT&T TELECONFERENCE SERVI	TELECONFERENCE USER FEE		9/19/14	70500	13.00	13.00
80202	BANK OF AMERICA #2704	BALD SISTERS FUEL		9/19/14	70450	67.15	
		BLDG MAINT		9/19/14	70450	313.12	
		BALD SISTERS FUEL		9/19/14	70450	22.70	
		AUTO MAINT		9/19/14	70450	71.92	
		BALD SISTERS FUEL		9/19/14	70450	46.17	
		BALD SISTERS FUEL		9/19/14	70450	370.40	
		WAY FIRE TRAVEL MEAL		9/19/14	70450	33.61	
		WAY FIRE TRAVEL MEAL		9/19/14	70450	35.64	
		WAY FIRE FUEL		9/19/14	70450	24.77	
		WAY FIRE FUEL		9/19/14	70450	99.00	
		WAY FIRE FUEL		9/19/14	70450	99.00	
		TRAINING		9/19/14	70450	415.00	
		KNF TRAVEL MEAL		9/19/14	70450	175.41	
		KNF MEAL		9/19/14	70450	38.06	
		KNF FUEL		9/19/14	70450	50.73	
		KNF FUEL		9/19/14	70450	70.77	
		KNF MEAL		9/19/14	70450	36.64	
		KNF FUEL		9/19/14	70450	184.84	
		KNF MOTEL		9/19/14	70450	147.88	
		KNF MEAL		9/19/14	70450	11.19	
		KNF MEAL		9/19/14	70450	42.97	
		KNF FUEL		9/19/14	70450	324.23	
		KNF MEAL		9/19/14	70450	99.00	
		KNF TRAVEL MEAL		9/19/14	70450	14.01	
		KNF MEAL		9/19/14	70450	106.85	
		KNF TRAVEL MEAL		9/19/14	70450	64.76	
		KNF MEAL		9/19/14	70450	26.12	
		KNF TRAVEL MEAL		9/19/14	70450	4.00	
		SMRD MEAL		9/19/14	70450	71.01	
		SMRD MEAL		9/19/14	70450	16.15	
		SMRD MEAL		9/19/14	70450	33.96	
		SMRD MEAL		9/19/14	70450	17.40	

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INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
SMRD MAINT		9/19/14	70450	184.73
SMRD FUEL		9/19/14	70450	424.64
SMRD MEAL		9/19/14	70450	40.25
SMRD FUEL		9/19/14	70450	80.02
SMRD MEAL		9/19/14	70450	126.61
SMRD MEAL		9/19/14	70450	45.95
SMRD FUEL		9/19/14	70450	349.34
SMRD MEAL		9/19/14	70450	67.98
SMRD FUEL		9/19/14	70450	14.32
SMRD MEAL		9/19/14	70450	131.37
SMRD FUEL		9/19/14	70450	50.00
SMRD MEAL		9/19/14	70450	25.00
SMRD MEAL		9/19/14	70450	28.97
SMRD MEAL		9/19/14	70450	28.00
NV STATE FLAG		9/19/14	70450	529.42
AIR COMPRESSOR REPLACEMENT		9/19/14	70450	26.15
CLEAT FOR FLAGPOLE		9/19/14	70450	12.35
POSTAGE		9/19/14	70450	139.92
GAUGES FOR HYDRANT TESTIN		9/19/14	70450	130.00
CARLTON FUEL		9/19/14	70450	130.00
CARLTON MEAL		9/19/14	70450	44.35
CARLTON MOTEL		9/19/14	70450	22.66
CARLTON MEAL		9/19/14	70450	484.32
CARLTON MEAL		9/19/14	70450	171.99
CARLTON FUEL		9/19/14	70450	130.37
CARLTON FUEL		9/19/14	70450	25.80
CARLTON TRAVEL MEAL		9/19/14	70450	29.97
BATHROOM VENT FAN		9/19/14	70450	84.66
KNF FUEL		9/19/14	70450	10.45
KNF TRAVEL MEAL		9/19/14	70450	664.54
CIRCUIT BREAKERS		9/19/14	70450	200.00
CAR RENTAL DEPOSIT REFUND		9/19/14	70450	79.00
FIRE INSPECTOR II ONLINE		9/19/14	70450	194.00
FIRE INSPECTOR EXAM		9/19/14	70450	205.00
LOGGIN UNIT FUEL		9/19/14	70450	51.06
LOGGING UNIT FUEL		9/19/14	70450	95.31
LOGGING UNIT FUEL		9/19/14	70450	103.55
LOGGING UNIT MOTEL		9/19/14	70450	49.99
BUG DEFLECTOR		9/19/14	70450	34.25
TITLE/REGISTRATIONS		9/19/14	70450	11.62
OUTLET COVERS		9/19/14	70450	46.99
EMS SUPPLIES		9/19/14	70450	9.98
WAX		9/19/14	70450	9.48
TRMU MEAL		9/19/14	70450	50.28
TRMU FUEL		9/19/14	70450	11.19
HAPPY CAMP FUEL		9/19/14	70450	35.10
OPERATING SUPPLIES		9/19/14	70450	24.43
TRMU MEAL		9/19/14	70450	158.59
TRMU MEAL		9/19/14	70450	29.64
TRMU MEAL		9/19/14	70450	561.75
TRMU MOTEL		9/19/14	70450	28.49
TRMU MEAL		9/19/14	70450	60.86
TRMU MEAL		9/19/14	70450	141.16
HAPPY CAMP MAINT		9/19/14	70450	65.86
TRMU MEAL		9/19/14	70450	122.74
TRMU FUEL		9/19/14	70450	

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INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
TRMU MEAL		9/19/14	70450	10.85
HAPPY CAMP MEAL		9/19/14	70450	13.52
TRMU MEAL		9/19/14	70450	13.00
TRMU MEAL		9/19/14	70450	24.00
TRMU FUEL		9/19/14	70450	100.00
TRMU MEAL		9/19/14	70450	20.20
HAPPY CAMP FUEL		9/19/14	70450	72.75
TRMU FUEL		9/19/14	70450	551.13
TRMU MOTEL		9/19/14	70450	168.00
POSTAGE		9/19/14	70450	55.86
LITTLE BRIDGE FUEL		9/19/14	70450	100.00
LITTLE BRIDGE MOTEL		9/19/14	70450	135.39
LITTLE BRIDGE FUEL		9/19/14	70450	100.00
WT 75 FUEL		9/19/14	70450	21.48
LITTLE BRIDGE FUEL		9/19/14	70450	75.00
LITTLE BRIDGE MOTEL		9/19/14	70450	118.77
LITTLE BRIDGE FUEL		9/19/14	70450	106.04
BUG SPRAY		9/19/14	70450	13.97
LITTLE BRIDGE MEAL		9/19/14	70450	11.82
VEHICLE MAINT		9/19/14	70450	42.62
LITTLE BRIDGE MEAL		9/19/14	70450	11.22
LITTLE BRIDGE FUEL		9/19/14	70450	62.00
LITTLE BRIDGE FUEL		9/19/14	70450	599.74
WHISKEY FUEL		9/19/14	70450	84.50
S CLE ELUM MEAL		9/19/14	70450	9.99
S CLE ELUM MEAL		9/19/14	70450	7.48
S CLE ELUM FUEL		9/19/14	70450	85.00
S CLE ELUM FUEL		9/19/14	70450	75.00
HAPPY CAMP FUEL		9/19/14	70450	129.70
WHISKEY MEAL		9/19/14	70450	20.00
WHISKEY RENTAL CAR		9/19/14	70450	1,104.03
WHISKEY FUEL		9/19/14	70450	76.00
S CLE ELUM FUEL		9/19/14	70450	50.25
HAPPY CAMP FUEL		9/19/14	70450	161.07
S CLE ELUM FUEL		9/19/14	70450	58.00
S CLE ELUM FUEL		9/19/14	70450	121.10
S CLE ELUM MOTEL		9/19/14	70450	61.03
S CLE ELUM MEAL		9/19/14	70450	110.47
EMS TRANSITION COURSE		9/19/14	70450	2,250.00
FLOOR WAX		9/19/14	70450	33.94
CHINAUKUM MOTEL		9/19/14	70450	115.56
CHINAUKUM FUEL		9/19/14	70450	76.78
WATERMAN FUEL		9/19/14	70450	42.95
WATERMAN FUEL		9/19/14	70450	30.38
FLAG		9/19/14	70450	29.95
CHINAUKUM FUEL		9/19/14	70450	18.36
CHINAUKUM FUEL		9/19/14	70450	31.96
CLEANING SUPPLIES		9/19/14	70450	33.94
CHINAUKUM FUEL		9/19/14	70450	50.03
WATERMAN CAR RENTAL		9/19/14	70450	1,547.91
WATERMAN FUEL		9/19/14	70450	136.40
OPERATING SUPPLIES		9/19/14	70450	24.62
SO CERT-LENS KIT		9/19/14	70452	199.00
LEASE 10/1/14-12/31/14		9/19/14	70514	374.04

80203 BERRY ENTERPRISES

80204 BURGARELLO ALARM INC

19,001.45

199.00

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80220 CORNWALLS SERVICES LLC	J. CASH TRIBUTE 2014		9/19/14	70518	1,056.00	1,056.00
80221 CREATIVE CONCEPTS MEDIA +	CIVIL WAR DAYS		9/19/14	70509	8.00	8.00
80222 CRESTA, OCTAVIO A	WILD HORSE FAIR		9/19/14	70519	2,700.00	7,566.00
80223 CROP PRODUCTION SERV INC	AUG 28-SEPT 10, 2014		9/19/14	70520	204.00	204.00
80224 DAIKHS USA INC	TRI WEED ABATEMENT		9/19/14	70443	1,670.00	1,670.00
	CH WATER COOLERS		9/19/14	70428	51.90	
	ST 72 WATER		9/19/14	70466	73.95	
	WATER		9/19/14	70462	82.85	
	WATER- MTC 500SAMCLEMENS		9/19/14	70440	110.85	319.55
80225 DRAVITX, SCHNITZER & JOHN	GARNISHMENT DISBURSED		9/19/14	70488	194.52	194.52
80226 ENGLISH MAILING SERVICE	GENERAL ELECTION POSTAGE		9/19/14	70494	360.00	360.00
80227 ETTINGER, LEONARD J	50 BEST OF VC BOOKS		9/19/14	70521	180.00	180.00
80228 FARR WEST ENGINEERING	GRADE DESIGN, REVIS & REDL		9/19/14	70426	32,434.51	
80229 FEDERAL EXPRESS CORP	NDEP CONTAMINATED SOILS		9/19/14	70419	18,791.78	51,226.29
80230 FERRELLGAS LP	SHIPPING		9/19/14	70469	9.05	9.05
80231 FIRST ADVANTAGE OCCUPATIO	SO		9/19/14	70494	140.57	140.57
80232 FLYERS ENERGY LLC	COLE AUGUST		9/19/14	70407	55.11	55.11
	DELO 400 & 10W30		9/19/14	70432	1,554.42	
	DRIVE TRAIN 50 & 30		9/19/14	70432	290.10	
80233 GAYLE A KERN LTD	LW- DSL & REG		9/19/14	70432	2,022.61	3,967.13
80234 GRAINGER	GARNISHMENT DISBURSED		9/19/14	70477	478.62	478.62
	FRB-72, BUTTON OPERATOR		9/19/14	70433	53.52	
	LW SR CTR- TRASH BAGS		9/19/14	70433	16.31	
	LW PARK TOILET PAPER		9/19/14	70433	35.88	
	GLOVES		9/19/14	70433	39.00	144.71
80235 GRANSBERRY, TOM	9 HRS		9/19/14	70555	405.00	405.00
80236 GTP INVESTMENTS LLC	POND PEAK QUAD COUNTY MW		9/19/14	70507	520.00	
	POND PK RNT		9/19/14	70490	316.33	
80237 HACH COMPANY	PND PK UTILITIES		9/19/14	70493	40.00	876.33
80238 HIGH DESERT MICROIMAGING	DIGITAL PH SENSOR X2		9/19/14	70434	1,917.35	1,917.35
80239 HISTORIC FOURTH WARD SCHO	ANNUAL MAINT KIP		9/19/14	70551	3,295.00	3,295.00
	AUG 28-SEPT 10, 2014		9/19/14	70522	94.50	
80240 HOME DEPOT CREDIT SERVICE	SHOP-SHELVING		9/19/14	70442	6.00	100.50
					251.52	

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STOREY COUNTY
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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
80241	INTERNATIONAL CODECOUNCIL	SHOP-SHELVING		9/19/14	70442	277.22	
80242	IRON MOUNTAIN INFO MGT IN	ST74-AIR COMPRESSOR		9/19/14	70442	42.45	571.19
80243	ITI SOURCE LLC	ICC MEMBERSHIP		9/19/14	70467	125.00	125.00
80244	JAY BETZ MD CONSULTING CP	NT 147 SEP 2014		9/19/14	70550	288.76	
80245	JENSEN, SARAH	ONSITE SHRED 65 GALLON		9/19/14	70423	260.16	548.92
80246	KIECHLER, CHRISTIAN A	MICROSOFT LICENSES		9/19/14	70554	9,747.09	
		RAM ASSESSOR PC		9/19/14	70554	52.52	9,799.61
		PHYSICAL TEST		9/19/14	70406	90.00	
		RENSOM DRUG		9/19/14	70406	30.00	120.00
80247	L N CURTIS & SONS	AUG 28-SEPT 10, 2014		9/19/14	70523	4.50	
80248	LANGUAGE LINE SERVICES IN	WILDLAND PPE		9/19/14	70523	504.00	508.50
				9/19/14	70468	695.00	695.00
80249	LIQUID BLUE EVENTS LLC			9/19/14	70513	21.76	
80250	LIQUID BLUE EVENTS LLC			9/19/14	70513	38.91	
80251	LIQUID BLUE EVENTS LLC			9/19/14	70513	6.08	
80252	MA LABORATORIES INC			9/19/14	70513	24.99	91.74
		OUTHOUSE RACE EXP APPROVD		9/19/14	70524	9,403.00	
		OUTHOUSE BANK STARTUP		9/19/14	70524	2,000.00	11,403.00
		4TH JULY 85% COMMISSION		9/19/14	70525	338.35	338.35
		OCTOBER RETAINER		9/19/14	70526	2,185.00	2,185.00
		SAMS COMP MANDATORY UPDTE		9/19/14	70487	716.83	
		WINDOWS 7 ASSESSOR PC		9/19/14	70556	147.81	864.64
		CREDIT		9/19/14	70499	219.87	
		CREDIT		9/19/14	70499	335.86	
		OFFICE SUPPLIES		9/19/14	70430	161.72	
		KLEENEX		9/19/14	70508	87.60	
		FURNITURE		9/19/14	70499	5,146.83	
		HUTCH		9/19/14	70499	219.87	5,060.29
80254	MICHAEL HOHL MOTOR CO	TOURISM- HANDLE		9/19/14	70444	44.65	44.65
80255	MONARCH DIRECT LLC			9/19/14	70510	22.95	22.95
80256	MORGAN TIRE OF SACRAMENTO			9/19/14	70445	553.16	553.16
80257	MORRIS, ROBERT T	COMMEDEV3283-TIRES		9/19/14	70552	2,100.00	2,100.00
80258	MOUNDHOUSE HARDWARE			9/19/14	70470	438.29	
		OP SUPPLIES		9/19/14	70470	60.55	
		OP SUPPLIES		9/19/14	70470	29.43	
		POOL-PLUMB PARTS		9/19/14	70446	16.75	545.02
80259	NAPA AUTO & TRUCK PARTS						

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VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
80260 NC AUTO PARTS	FRP75- STARTER		9/19/14	70447	13.18	13.18
	PLAN-BATTERY		9/19/14	70448	182.12-	
	FR BC-70- BRAKES		9/19/14	70448	344.94-	
	PLAN54294-BATTERY		9/19/14	70448	91.14	
	SO56306-ALTERNATOR		9/19/14	70448	238.94	
	FR42553-INNER AIR ELEMENT		9/19/14	70448	36.12	
	COMM53279-GENERATOR		9/19/14	70448	206.54	
	FR51842-DRUM/ROTOR		9/19/14	70448	251.04	
	FR51842-BRAKE CALIPERS		9/19/14	70448	120.16	
	FR51842-CALIPERS		9/19/14	70448	120.16	
	SO 56306- 6L2210346BRM		9/19/14	70448	255.36	
	BUILD53283-BATTERY		9/19/14	70448	91.14	
	SHOP-GLOVES		9/19/14	70448	26.66	
	BUILD BATTERY		9/19/14	70448	91.14	
	FR62238-BATTERIES		9/19/14	70448	309.66	
	FR BC-70- BRAKES		9/19/14	70448	413.05-	897.95
80261 NEV ADMIN BLDG & GROUNDS	AUGUST WATER PURCHASE		9/19/14	70458	6,484.43	6,484.43
80262 NEV COMPTROLLER	RECORDER CER COPIES/DV		9/19/14	70549	1,272.28	1,272.28
80263 NEV DEPT HUMAN RESOURCES	JUNE15 PROJECTED		9/19/14	70457	2,974.97	2,974.97
80264 NEV DEPT OF PUBLIC SAFETY	PSI PRODUCTION		9/19/14	70495	600.34	600.34
80265 NEV DEPT PUBLIC SAFETY	FINGERPRINTING		9/19/14	70464	1,280.00	1,280.00
80266 NEV DEPT TAXATION	YOUTH PAROLE SERVICES		9/19/14	70528	70.71	70.71
80267 NEV HUMAN RESOURCES	RAWEE PEAK LEASE		9/19/14	70498	729.75	729.75
80268 NEV INFORMATION TECH	PUBLIC DEFENDER COSTS		9/19/14	70486	2,258.74	2,258.74
80269 NEV PUBLIC DEFENDER	DIGITAL STAMP CREATION		9/19/14	70497	11,578.25	11,578.25
80270 NEVADA BLUE LTD (RNO)	MONTHLY PORTAL FEE		9/19/14	70431	165.00	
	PORTAL MAINT		9/19/14	70431	50.00	
	LABOR DAY PARADE		9/19/14	70471	50.00	265.00
80271 NEVADA JOHNS LLC	FEES COLLECTED		9/19/14	70532	114.00	114.00
80272 NEVADA LEGAL SERVICE INC	PLANNING COMMISSION		9/19/14	70548	144.72	144.72
80273 NEXTEL OF CALIFORNIA INC	ANTI THEFT RIVETS		9/19/14	70408	1,405.00	1,405.00
80274 NORTON CONSULTING LLC	VC NO PARKING SIGNS		9/19/14	70453	238.00	
80275 OFFSITE DATA DEPOT, LLC	CLERK OFFICE		9/19/14	70453	192.48	430.48
80276 ON THE SIDE GRAPHICS & SI	CH PARKING LOT-DG		9/19/14	70410	350.05	350.05
80277 OXBORROW TRUCKING, INC	CH PARKING LOT-DG		9/19/14	70485	70.00	70.00
	CH PARKING LOT-DG		9/19/14	70478	220.00	
	CH PARKING LOT-DG		9/19/14	70478	220.00	220.00

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
80278	PENGUIN COMMUNICATIONS IN	EDISPATCES SOFTWARE		9/19/14	70489	1,668.00	1,668.00
80279	PETRINI, ANGELO D	AUG 28- SEPT 10, 2014		9/19/14	70529	2.00	
80280	POWERPLAN			9/19/14	70529	78.00	80.00
80281	PROFESSIONAL FINANCE CO I	FR L-72 ORING KIT 1/2		9/19/14	70449	440.00	
80282	PUBLIC EMPLY RETIREMENT S	TRI LOADER-WIPER BLADES		9/19/14	70449	60.56	500.56
80283	PUBLIC EMPLY RETIREMENT S	GARNISHMENT DISBURSED		9/19/14	70476	94.37	94.37
80284	PUBLIC EMPLY RETIREMENT S	AFRICA, T		9/19/14	70420	2,624.96	
80285	Q&D CONSTRUCTION INC	BOARD. L		9/19/14	70420	20.85	2,645.81
80286	RAD FORD, SANDRA M	PERS LIAISON OFFICER CONF		9/19/14	70479	85.00	85.00
80287	RAY MORGAN CO INC (CA)	APPLICATION THRU 8-30-14		9/19/14	70418	378,722.25	378,722.25
80288	RELIANCE STANDARD LIFE IN	SOCIALS 7/30-8/21/2014		9/19/14	70530	548.08	548.08
80289	RENO GREEN LANDSCAPING IN	AUG 28- SEPT 10, 2014		9/19/14	70531	4.25	
80290	RUPPCO INC			9/19/14	70531	34.00	38.25
80291	SANI-HUT COMPANY INC	GIS PLOTTER CN2676-01		9/19/14	70506	143.32	
80292	SBC GLOBAL SERVICES IN LD	COPIER-COMM C STREET		9/19/14	70506	440.00	583.32
		RETIREES		9/19/14	70429	690.30	690.30
		TRI LANDSCAPE		9/19/14	70451	373.00	373.00
		EMS SUPPLIES		9/19/14	70480	203.15	203.15
		RESTROOM 8/31HAZWAT TRI		9/19/14	70441	175.00	175.00
		FIRE/TRI		9/19/14	70541	.09	
		CLERK		9/19/14	70541	1.88	
		REORDER		9/19/14	70541	2.50	
		FIRE (VC)		9/19/14	70541	4.05	
		PUBLIC WORKS		9/19/14	70541	2.19	
		SHERIFF		9/19/14	70541	20.51	
		JP		9/19/14	70541	.64	
		SHERIFF		9/19/14	70541	1.95	
		COMPTROLLER/ADMIN		9/19/14	70541	1.68	
		FIRE/LOCKWOOD		9/19/14	70541	.99	
		FIRE (VC)		9/19/14	70541	5.75	
		COMMUNITY DEVELOPMENT		9/19/14	70541	4.11	
		ASSESSOR		9/19/14	70541	2.32	
		CENTRAL DISPATCH		9/19/14	70541	13.46	
		DA		9/19/14	70541	1.70	
		COMMISSIONER		9/19/14	70541	4.39	
		FIRE (VC)		9/19/14	70541	.98	
		LKWD SENIOR CENTER		9/19/14	70541	.05	
		IT		9/19/14	70541	4.20	
		PLANNING		9/19/14	70541	.40	73.84
80293	SBC GLOBAL SERVICES IN LD	VC TOURISM		9/19/14	70533	28.34	

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STOREY COUNTY
CHECK REGISTER 9/16/14

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80294 SBC GLOBAL SERVICES INC

847-0964 DA
847-0966 COMM DEVELP
847-0967 RECORDER
847-0962 JOP
849-0968 COMMISSION
252-6412-COMMUNICATIONS
343-3304 PUBLIC WKS TRI
343-3300 FIRE ST-5

INVOICE DESCRIPTION P/O # DATE TRANS#

9/19/14 70512
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61.31
213.53
714.02
60.31
2,418.44
2,538.33
24.77
53.71

6,084.42

80295 SBC GLOBAL SERVICES INC

VC TOURISM

9/19/14 70534

83.01

80296 SIERRA AIR INCORPORATED

ESTIMATE

9/19/14 70465

120.00

80297 SIERRA PACIFIC POWER CO

VIRGINIA CITY ST LIGHTS

9/19/14 70537

935.34

80298 SIERRA PEST CONTROL INC

BUGS

9/19/14 70461

100.00

80299 SILVER STATE INDUSTRIES

V-FLOW

9/19/14 70455

471.00

80300 SILVER STATE NATIONAL PEA

AUG 28-SEPT 10, 2014

9/19/14 70535

35.00

80301 SLICK INDUSTRIES LLC DBA

CAMEL & OUTHOUSE SNIPES

9/19/14 70527

925.00

80302 SMITHS FOOD & DRUG CENTER

OGARA

9/19/14 70474

142.42

80303 ST CO PUBLIC WORKS

AGGREGATE BASE

9/19/14 70481

247.50

80304 ST CO SCHOOL DISTRICT

PROPERTY TAX RECEIVED
AUG 28-SEPT 10, 2014

9/19/14 70547
9/19/14 70536

904,957.84
8.00

80305 SUN PEAK ENTERPRISES

AUG 28- SEPT 10, 2014

9/19/14 70538
9/19/14 70538
9/19/14 70538

25.00
640.00
22.50

80306 THE TOMBSTONE COWBOYS

AUG 28 - SEPT 10, 2014

9/19/14 70539
9/19/14 70539

700.00
99.00

80307 TRI GENERAL IMPROVEMENT

1705 PERU -W/S
1705 PERU -IRR

9/19/14 70456
9/19/14 70456

141.85
163.15

80308 TRI-VENTURES INC

AUG 28-SEPT 10, 2014

9/19/14 70540
9/19/14 70540

33.00
56.00

80309 TRUCKEE MEADOWS WATER SYS

MAINT 72 H2O FILTER SYST
WATER TANK RENTAL WTCC

9/19/14 70482
9/19/14 70439

282.00
67.50

80310 UNIFORMITY OF NEVADA LLC

JEWKES
HAMES BUTTONS
HAMES TIE

9/19/14 70473
9/19/14 70483
9/19/14 70483

325.50
19.50
8.95

80311 VCTC

SHERIFF 5 DAY LIQ LIC
DOCENT STIPEND 2 EVENTS
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DOCENT STIPEND 2 EVENTS

9/19/14 70542
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Report No: PB1315
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STOREY COUNTY
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P/O #

INVOICE DESCRIPTION

VENDOR

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DATE

AMOUNT

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ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 1,508,565.41 CHECK DATE 9/19/14

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CONTROLLER	
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TREASURER	
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CHAIRMAN	
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COMMISSIONER	
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COMMISSIONER	

PC NUMBER 28 VENDOR 28 WELLS ONE COMMERCIAL CARD

FUND-DEPT INVOICE #

PAYMENT

APPROVAL #034784	MARBLE PIGMENTS	9/19/14	266	130.50
AUTH #013448	SAWDUST TRAILS CFOA GI	9/19/14	266	87.00
BOTCHA-CALOOPS	NAME PLATE	9/19/14	258	35.00
C.NEVIN- BESTWESTERN	HOTEL- CDEG FORUM EURE	9/19/14	256	99.13
CFOA DINNER	STEPHENS, VANESSA	9/19/14	255	22.05
CHECK #441609	MEAL CFOA RECORDER	9/19/14	266	22.04
CW SILVERLAND INN	CAMEL RACE JOCKEY ROOM	9/19/14	263	1,544.40
DD GO DADDY	DOMAIN REG MEET IN VC.	9/19/14	261	41.85
DD SF CHONICLE	PRINT AD	9/19/14	261	1,750.00
DOSEN	FRUIT FOR INMATES	9/19/14	1439	45.96
FAIN LEGISLATIVE	BUREAU WHITTEN LOBBYI	9/19/14	260	300.00
HYATT REGENCY	CREDIT TO FOLLOW	9/19/14	258	288.76
INV #D014020613227..	NV CONSTITUTION BOOK	9/19/14	266	13.89
J.CURTIS- SUBWAY	LUNCHES- 8/31HAZMAT TR	9/19/14	256	209.28
JASONW-LOWES 9/10	1705 PERU-ROLLUP DOOR	9/19/14	259	22.32
JASONW-SUMMIT RACING	FR C701-TUNER, THROTTL	9/19/14	259	230.47
LOWE'S VENT COVERS		9/19/14	258	5.07
MNEVIN-RADIO SHACK	CAR PHONE CHARGER	9/19/14	259	24.99
OSBORNE CHEVRON 9/11	GAS FOR SLUPAC ELY TRI	9/19/14	260	35.96
OSBORNE HOTEL NEVADA	ELY SLUPAC MEETING 9/1	9/19/14	260	55.50
OSBORNE NNHRA	HR BREAKFAST & SEMINAR	9/19/14	260	25.00
PG CUSTOM EARTH PROM	GIFT SHOP MERCHANDISE	9/19/14	262	2,152.00
PG REDS CANDIES		9/19/14	262	50.00
PG SMITHS	GIFT SHOP WATER	9/19/14	262	10.00
PG WAWAK	GIFT SHOP PINS FOR MAP	9/19/14	262	57.39
REORDER	AMAZON KINDLE	9/19/14	266	9.37
REDMOND CDBG ANNUAL	FORUM	9/19/14	264	99.13
REDMOND DESIGN CONF	NV MUSEUM OF ART	9/19/14	264	60.00
REDMOND HOTEL APA	CONF DEPOSIT	9/19/14	264	24.86
SALE #CS096085	AN RESTOR/PRES SUPPLIE	9/19/14	266	1,308.09
SKRETTA-MICHAELS	POLARIS-AIR FILTER	9/19/14	259	36.99
SKRETTA-VERMEER PAC	VCH CHIPPER BLADES	9/19/14	259	16.28
SKRETTA-VERMEER PACI	VCH CHIPPER BLADES	9/19/14	259	281.34
WHITTEN REDS OLD 395	LEGISLATIVE TESLA LUNC	9/19/14	260	86.36
482874921-6	GOTOMYPC SHERIFF LOCKW	9/19/14	265	179.40
614183-DEANE	UPS BATTERY	9/19/14	265	64.99
614183-DEANE	SPEAKERS KEYBOARD IT	9/19/14	265	74.98
614183-DEANE	UPS BATTERY	9/19/14	265	199.99
614183-DEANE	UPS BATTERY	9/19/14	265	64.99

9,765.33

Card Total

9,765.33

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

Explains to H. Gallagher 9/16/14
COMPTROLLER

TREASURER

Report No: PB5480ST
Run Date : 09/16/14
PC

NUMBER VENDOR FUND-DEPT INVOICE #

STOREY COUNTY
PURCHASE CARD REGISTER

DESCRIPTION DATE TRANS# AMOUNT

CHAIRMAN

COMMISSIONER

COMMISSIONER

Page 2

CARD
TOTAL

Report No: PB1390
Run Date : 09/19/14

CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

80324	2015	2527	BAXTER, MICHAEL T
80325	2015	2528	A & J PAVING

STOREY COUNTY
TYPED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
43,700.00	43,700.00	9/19/14	COURTHOUSE ROOF	INITIAL 50% PAYMENT
5,444.50	5,444.50	9/19/14	PAVING BB COURT	HIGHLANDS PARK

TYPED CHECKS TOTAL 49,144.50
ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

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COMPTROLLER	-----
-----	-----
TREASURER	-----
-----	-----
CHAIRMAN	-----
-----	-----
COMMISSIONER	-----
-----	-----
COMMISSIONER	-----



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 10/7/14

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

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

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**
☒ Department Head

Department Name: Community Development

☒ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 6

Storey County Community Development

Business Licensing

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

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

September 29, 2014
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **October 7, 2014**, COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. **PEPS EQUIPMENT** – Contractor / 1953 N Warren Road ~ San Jacinto, CA (equipment rental)
- B. **ZULILY, INC.** – General / 3200 USA Parkway (ecommerce) **TRI**
- C. **T & T ELECTRIC, INC.** – Contractor / PO Box 7377 ~ Reno (electrical contractor)
- D. **ARH ARCHAEOLOGY** – Home Business / PO Box 784 ~ Virginia City (archaeological consultant)
- E. **HARRIS INDUSTRIAL GASES – General / 236 East Sydney (welding equip supply)** **TRI**
- F. **LEE'S PEST CONTROL** – Contractor / 21 Van Fleet Drive ~ Yerington (pest control)
- G. **AMERICAN EQUIPMENT, INC.** – Contractor / 1315 Greg Street #114 ~ Sparks (crane manufacturer)
- H. **PROFICIENT HEATING & AIR** – Contractor / 385 Freeport Blvd. #9 ~ Sparks (hvac contractor)
- I. **SUNTEC CONCRETE, INC.** – Contractor / 2221 West Shangri La Road ~ Phoenix, AZ (concrete cont.)
- J. **WOODSTOVE DISTRIBUTORS** – Contractor / 881 Tahoe Blvd ~ Incline Village (fireplace sales/install)
- K. **WWC LICENSE, LLC** – General / One Verizon Way ~ Basking Ridge, NJ

Inspection Required

cc: Shannon Gardner, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Possible Action: Amend the Agreement for the sale of Untreated Water between Comstock Mining, Incorporated and Storey County Water and Sewer System.

2. **Recommended motion:** Motion to approve amending the agreement for the sale of Untreated Water between Comstock Mining Incorporated and Storey County Water and Sewer System

3. **Prepared by:** Mike Nevin

Department: Public Works

Telephone: 847-0958

4. **Staff summary:** See Page 2

5. **Supporting materials:**

ATTACHED:

A. Amended Agreement

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Storey County Water and Sewer System

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Staff summary:

The agreement with CMI is being amended so that CMI will advance Storey County \$ 277,225.00 for use in assisting the county with needed improvements and rehabilitation of the Five Mile Reservoir. The Five Mile Reservoir rehabilitation provides a benefit to the county in the form of increased usage of its water allotment from the Marlette agreement. It will provide for the impoundment of nearly 8 million gallons of raw water that will be beneficial for firefighting operations as well as providing for a critically important safety cushion should line breaks or system repairs be needed on the aged and fragile sections of the siphon between Lakeview Estates and Five Mile Reservoir.

The amended agreement allows for CMI to recapture these advance funds over a period of up to 10.4 years with no interest. The payback comes from the profit side of the County selling water to CMI.

The County profits over and above its costs for purchase of raw water, including debt service by a minimum of \$ 1.57 per 1,000 gallons used by CMI. Under the amended agreement \$ 1.02.05 (65%) of the \$ 1.57 per 1,000 gallons will be credited back to CMI until the advance has been consumed thru water usage. If CMI uses more water than the 26 million plus gallons, then the positive balance at the end of each year provides for accelerated increase and the payback period shortens.

The amended agreement guarantees that CMI will purchase 26,068,080 gallons of raw water. This guaranteed purchase amounts to an estimated \$ 40,926.89 in net revenue to the Storey County Water and Sewer System annually.

This agreement is non-transferrable and non-assignable. If CMI ceases to operate then the funds or balance thereof are kept by the County. There is no recourse.

Please refer to the entire agreement for additional information.

Agenda Item No. 7

AMENDED AGREEMENT FOR THE SALE OF UNTREATED WATER

An Agreement Between
COMSTOCK MINING, INCORPORATED
P.O. Box 1118, Virginia City, NV 89440
Phone: 847-5272 - Fax: 847-4762

And
STOREY COUNTY WATER AND SEWER SYSTEM
P.O. Box 435, Virginia City, NV 89440
Phone: 847-0958 - Fax: 847-0947

WHEREAS, Storey County is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS Storey County, as a separate board, owns and operates the Storey County Water and Sewer System; and

WHEREAS Comstock Mining, Inc. is a Nevada Corporation in good standing with the State of Nevada and Storey County; and

WHEREAS Comstock Mining, Inc. holds a business license in Storey County and is served at its property in American Flats by the Storey County Water and Sewer System; and

WHEREAS the Storey County Water and Sewer System and Comstock Mining Inc. entered into an agreement dated April 3rd, 2013 and now wish to amend that agreement; and

WHEREAS the Storey County Water and Sewer System purchases untreated water from the State of Nevada through its Marlette Lake Water System at the current unit rate per thousand gallons of \$0.55 going to \$0.75 July 1st, 2015, plus a monthly service charge of \$1,690.24 for system wide improvements for the delivery of said water from the Marlette Lake Water System; and

WHEREAS the Storey County Water Sewer System currently has access to over 150 acre feet or more than it uses annually and; it would be of financial benefit for the Storey County Water and Sewer System to sell a portion of this excess allocation to Comstock Mining, Inc. Therefore it is in the best interest of the County to sell a portion of the excess annual allocation of untreated water to Comstock Mining, Inc. for mining and milling purposes located at Comstock Mining's American Flats processing facility; and

WHEREAS the intention of the terms and conditions of this Agreement are in no way a conveyance of guaranteed water rights from the Storey County Water and Sewer System to Comstock Mining, Inc. This Agreement is intended only for the purpose of the sale of untreated water from the Storey County Water and Sewer System to Comstock Mining, Inc. at a discounted rate agreed to by both parties; and

WHEREAS the terms and conditions of this Agreement will in no way compromise the delivery of water necessary for use by other customers of the Storey County Water and Sewer System in the communities of Virginia City, Gold Hill, and Silver City.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. PARTIES. This Agreement for the Sale of Untreated Water ("Agreement") is made by and between Comstock Mining, Inc. ("CMI") and the Storey County Water and Sewer System ("Storey County"). CMI and the Storey County Water and Sewer System are hereinafter referred together as "the parties."

2. AGREEMENT TERM. This Agreement becomes effective on October 7th, 2014. The parties may conduct an annual review of this Agreement on or before July 1st, of each following year. However, unless sooner terminated by either party as set forth in paragraph 13 ("TERMINATION"), this Agreement remains in existence perpetually, and automatically renews on July 1st, of each year thereafter.

3. DEFINITIONS. "Untreated Water" is water from the Marlette Lake System that has not been treated by the chemicals necessary for distribution as drinking water.

4. LOCATION AND DELIVERY OF SERVICE. The Storey County Water and Sewer System shall deliver untreated water to CMI using an existing connection just below the Ophir Grade road at a location approximately 2.5 miles southwest of the Ophir Grade intersection with SR342 ("Virginia City Pipeline"). This Agreement pertains only to this connection serving the American Flats mining operations, primarily located at 1200 American Flats Rd., Virginia City, NV.

5. COST OF SERVICE AND RATES.

a. CMI agrees to purchase a minimum of approximately 26,068,160 gallons per year, of untreated water at the following rate:

- i. Monthly meter base rate for existing 2" meter - \$93.81
- ii. Monthly meter base rate for new 4" meter, as described in paragraph 12 - \$293.39
- iii. Charge for gallons consumed - \$2.39 per thousand gallons till June 30th, 2015
- iv. After July 1st, 2015 - \$ 2.59 per thousand gallons consumed
- v. Any gallons over 16,292,550 through 26,068,080 not consumed in the 12 month period shall be billed at the delta between what the Storey County Water and Sewer System charges and what is charged by the State of Nevada which is \$ 1.57/1,000 gallons.
- vi. The current 12 month period will be extended cumulatively to June 30th, 2015

b. If the rates charged to the Storey County Water and Sewer System are increased by the State of Nevada, Marlette Lake Water System, the Storey County Water and Sewer System shall review the terms of this Agreement to determine if the rates listed herein require modification. If the Storey County Water and Sewer System determines that modification is required, the Storey County Water and Sewer System shall provide CMI with written notice 30 days in advance of any increase that may be necessary due to the State's rate increases.

6. SERVICE FLOW RESTRICTION. The Storey County Water and Sewer System shall restrict CMI's flow from the Virginia City pipeline connection to a flow **not to exceed 150 GPM** as calculated and shown in the base design scenario in the "Comstock Water" Plan (defined in paragraph 10). CMI must adhere to this base design calculation, to assure that the pipeline is not compromised by any negative pressures that could occur to higher than allowed flows unless a higher rate is shown to be safe by The Storey County Water and Sewer System's engineer.

7. **ADDITIONAL LIMITATIONS ON SERVICE.** The Storey County Water and Sewer System shall not be required to deplete its own water resources, services, and facilities to the detriment of its normal water and sewer responsibilities. Any provision, duty, or obligation in this Agreement that causes such detriment is subject to modification, severance, or termination.

8. **BILLING.** The Storey County Water and Sewer System shall bill CMI on a monthly basis at the above referenced rates. However, if in the 12 month period now commencing on July 1st 2015 following the effective date of this Agreement the delivery of untreated water to CMI is lower than the agreed to minimum purchase of 26,068,080 Gallons Annually, the Storey County Water and Sewer System shall bill CMI for the difference between 26,068,080 gallons and 16,292,550 Gallons at a rate of \$1.57 per thousand gallons. This paragraph applies to every subsequent 12 month period of this Agreement.

9. **METER READING.** The Storey County Water and Sewer System shall read the water meter serving CMI on a monthly basis and by the 10th day of every month; provided, however, that access to the site is not hampered. Should access be unfeasible due to snow covered roads and/or other blockages, the Storey County Water and Sewer System shall in good faith estimate the meter count based upon the prior month's usage. The Storey County Water and Sewer System shall read the currently existing water meter until the new meters are installed as required in paragraphs 11 and 12 of this Agreement.

10. **SERVICE INTERRUPTION.** In the event that the flow of water is interrupted due to a break and/or significant leak the parties agree that the water flow to CMI may be temporarily shut off. If any other need arises, the Storey County Water and Sewer System may also, in good faith, interrupt, restrict, or temporarily shut off service to CMI. CMI shall hold the Storey County Water and Sewer System harmless for any negative effects that may result from an interruption in service.

11. **INCORPORATED DOCUMENTS.** The parties agree that all services to be performed are specifically described in this Agreement and its incorporated documents. The parties further agree that this Agreement incorporates Job Number 0507 "Comstock Water," which was designed by Farr West Engineering and approved on January 13, 2013 by Storey County Public Works and/or the Storey County Water and Sewer System ("Comstock Water Plan").

12. **CMI IMPROVEMENTS.** CMI shall install and complete improvements in accordance with the Comstock Water Plan; the federal, state, and local regulations governing water delivery and service; and as further described below:

- a. The parties agree that improvements to the upper tank may be delayed and subject to improvements at the Five Mile Reservoir. If CMI does not complete the Five Mile Reservoir improvements within thirty-six (36) months from the effective date of this Agreement, CMI shall commence and complete the improvements at its upper tank location on Ophir Grade.

13. **STOREY COUNTY IMPROVEMENTS.** The Storey County Water and Sewer System shall provide, fund, and install one 4" standard meter at the Ophir line location according to the Comstock Water Plan. The Storey County Water and Sewer System shall install the meter when CMI makes the upper line improvements. The Storey County Water and Sewer System shall check the meter in accordance with paragraph 8 of this Agreement ("METER READING") and reconcile this reading against the lower meter to check for any line loss.

- a. The Storey County Water and Sewer System is going to improve the water system at 5 mile reservoir via a contract awarded to A & K Earth Movers, and to that end Comstock is going to advance payment for water in the amount of \$ 277,225.00 in amounts as determined by the County Manger. Comstock will pay The Storey County Water and Sewer System up to \$7,225.00 in November 2014 and any other amounts due as billed by the County starting January 2nd, 2015.
- b. The payback for those funds will be discounted from the monthly bills to Comstock commencing with the month of July 2015 until completed. The discounted rate will be at 65% of the delta (1.57/1000 gallons) between what the Storey County Water and Sewer System pays for the water from the State of Nevada and the rate it charges CMI. That equals a monthly credit commencing in July 2015 of \$ 1.0205 per 1,000 gallons. At the bare minimum usage the payback should be 10.42 years.

14. TERMINATION.

- a. The parties may terminate this Agreement by mutual consent of both parties, or unilaterally by either party, with or without cause.
- b. To effectuate termination unilaterally, the terminating party shall give notice 30 calendar days prior to the date of desired termination. Furthermore, the terminating party shall explicitly state the date of desired termination in the notice. If notice is properly given, termination becomes effective on the date provided in the termination notice.
- c. To effectuate termination by mutual consent, the parties shall together determine the exact date of termination. The parties shall memorialize the termination date in writing signed by a designated representative from each party. Termination becomes effective on the date stated in the writing.
- d. If authorization is necessary to terminate this Agreement, the terminating party or parties shall seek approval by their governing body.
- e. Before terminating this Agreement, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their respective water needs and operations.

15. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

16. INDEMNIFICATION

- a. The parties shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the

negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

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

17. **INSURANCE.** Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law.

18. **INDEPENDENCE.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be independent and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions within this Agreement. The parties shall, in good faith, timely perform the duties and obligations set forth in this Agreement. Any substantial delay in performance by either party shall constitute a material breach of this Agreement.

21. **ASSIGNMENT AND DELEGATION.** Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

24. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in the Agreement.

25. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to the laws of the State of Nevada. The parties agree that any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada either in the First Judicial District Court, the Third Judicial District Court, or the United States District Court in Reno.

26. THIRD PARTIES. This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

27. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its incorporated document(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an incorporated document to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such document and this Agreement shall be construed consistent with the terms of this Agreement 28.

28. COUNTERPARTS. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

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

Comstock Mining Inc.
Corrado DeGasperi
President

Date

The Storey County Water and Sewer System Chairman
Marshall McBride

Date

Approved as to form by:

Storey County District Attorney
William A. Maddox

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approve bid award for Public Works Project No. ST-2014-323 - Five Mile and Divide Reservoir Rehabilitation.

2. **Recommended motion:** Motion to approve bid award for Public Works Project No. ST-2104-323 to A & K Earth Mover's Inc. in the amount of \$880,372.00 for the Five Mile and Divide Reservoir Rehabilitation.

3. **Prepared by:** Mike Nevin

Department: Public Works

Telephone: 847-0958

4. **Staff summary:** See Page 2

5. **Supporting materials:**

ALL ATTACHED:

- A. PWP ST-2014-323 Bid Tabulation / Comparisons
- B. Project Summary Funding
- C. A & K Earth Mover's Bid Submittal Documents
- D. Farr West Engineering – Letter of Recommendation of Award

6. **Fiscal impact:**

Funds Available: YES
____ Comptroller

Fund: Infrastructure / Capital Projects

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Storey County Water System

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Staff summary:

Storey County Public Works and the Storey County Water System have been working with the County's Engineer of Record, Farr West Engineering since 2011 to design, engineer and develop plans for the rehabilitation of the Five Mile and Divide Reservoir's. These two reservoirs have been part of the water distribution system since the 1870's, providing combined critical storage of nearly 10 million gallons of raw water received from the Marlette System.

In 2003 the Five Mile Reservoir was drained for cleaning and maintenance. To accommodate draining, the northwest corner was cut, compromising the integrity and seal of the dam. When this cut was re-constructed, proper compaction practices were not followed resulting in the reservoir inability to contain water. It was taken off-line.

In 2012 the Divide Reservoir was drained when it was discovered that leakage was occurring along the east side embankment. Over time the bentonite seal has deteriorated and the decision was made to take this reservoir off-line as well.

Following field investigations, data gathering and geotechnical analysis it was determined that repairing and lining the reservoirs with HDPE 60mil textured liner would be the most cost efficient repair. Since both reservoir's are determined to be of critical importance to the overall water distribution system this project was determined to be of high importance on the county infrastructure project list.

Engineering and design were completed in August 2014. The project was put out to public bid on August 29, 2014. Bids were received and publicly opened on September 18, 2014. Four (4) responsive/responsible bids were received for the project. All bids were determined to be in compliance with applicable provisions of NRS 332 and 338. Bids ranged from a high of \$1,199,444.33 to a low of \$1,023,566.00. The lowest responsive/responsible bidder was A & K Earth Mover's Inc. In order to bring the low bid within range of available funding, discussions were held between staff, project engineer and the apparent low bidder. These discussions resulted in the removal of items deemed non-critical to the base bid, resulting in a reduction of \$143,194.00, thus the base bid award of \$880,372.00. It was determined that none of the four (4) bid alternatives totaling \$172,058.00 are of critical project construction importance and are not included in this award of bid.

Base Bid Breakdown:

Five Mile Reservoir - \$544,450.00

Divide Reservoir - \$335,992.00

Additional information regarding project funding can be found in the attached supporting project funding sheet.

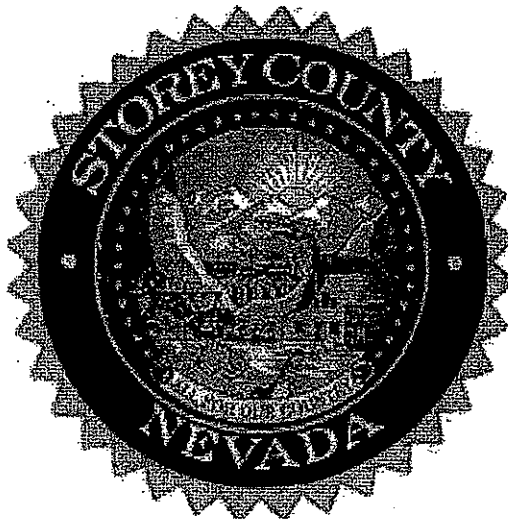
CONTRACT DOCUMENTS

5-MILE RESERVOIR AND DIVIDE RESERVOIR LINING

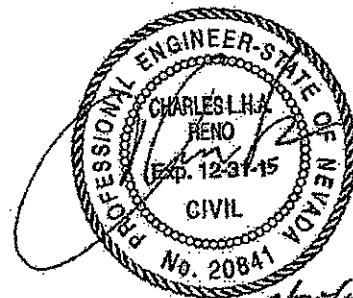
PWP No. ST-2014-323

STOREY COUNTY, NEVADA

AUGUST 2014



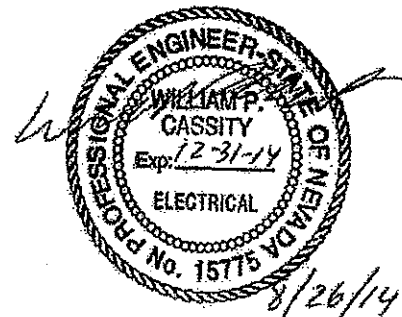
OWNER:
Storey County Public Works
P.O. Box 435
100 Toll Road
Virginia City, Nevada 89440
(775) 847-0958



ENGINEER:

FARR WEST
ENGINEERING

Farr West Engineering
5442 Longley Lane, Suite A
Reno, Nevada 89511
(775) 851-4788
(775) 851-0766 FAX



STOREY COUNTY PUBLIC WORKS

NOTICE INVITING SEALED PROPOSALS (BIDS) 5-MILE RESERVOIR AND DIVIDE RESERVOIR LINING

PWP No. ST-2014-323
STOREY COUNTY, NEVADA

NOTICE IS HEREBY GIVEN that Storey County, as Owner, invites and will receive sealed proposals (bids), including any and all addenda, in a sealed envelope addressed and delivered to:

Farr West Engineering
5-Mile Reservoir and Divide Reservoir Lining Project
5442 Longley Lane, Suite A
Reno, Nevada 89511

up to the hour of 2:00 p.m. on September 18, 2014. Bids, therefore, will be subsequently opened and read aloud publicly in the office of Farr West Engineering, in Reno, Nevada. It is anticipated that the Storey County Board of Commissioners will consider awarding the Contract on October 7, 2014 and work is anticipated to commence mid-October 2014.

This project includes the installation of polyethylene liners systems at both the 5-Mile and Divide Reservoirs. Site appurtenances included site fencing, surface treatments, electrical, SCADA improvements and controls. The Engineer's Base Bid estimate for the project is \$600,000.00. A non-mandatory pre-bid conference will be held at 10:00a.m. on September 11, 2014 at the Storey County Public Works Office, 100 Toll Road, Virginia City Nevada, with a site visit to follow. Interested parties are strongly encouraged to be in attendance.

The Contract Documents may be examined and downloaded for free at the Farr West Bid Room at: <http://farrwestengineering.com/bidroom.html>, and may be examined at Nevada Blue Plan Room, Reno NV. The Contract Documents may be purchased at Nevada Blue for the cost of printing.

Questions regarding this project shall be directed to: Mr. Chuck Reno, P.E., Farr West Engineering, 5442 Longley Lane, Suite A, Reno, Nevada 89511, Phone: (775) 851-4788, and Fax: (775) 851-0766, chuck@farrwestengineering.com.

All bidders shall be licensed and qualified by the Nevada State Contractor's Board to do the type of work contemplated for this project prior to the time of opening of said bids and shall be skilled and regularly engaged in the general class or type of work.

This proposal to the Owner is irrevocable for a period of ninety (90) days after the date of the bid opening. The right is reserved by Storey County Public Works to reject any and all bids, waive irregularities, informalities, or non-conformities, or to accept the bids deemed in their best interest, such as the lowest, responsible, responsive bid. Contingent items are indicated on the plans and specifications; however, the Owner reserve the right to modify said contingent items along with non-contingent items. The right to add or delete items, or change quantities shown on the bid forms is further reserved by Storey County.

BID FORM

Project Identification: 5-Mile Reservoir and Divide Reservoir Lining Project

Storey County Public Works, State of Nevada PWP Number: ST-2014-323

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

Farr West Engineering
5-Mile Reservoir and Divide Reservoir Lining Project
5442 Longley Lane, Suite A
Reno, Nevada 89511

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/12/2014</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.
- K. For a Unit Price Bid, the CONTRACTOR acknowledges that the cost of the work and materials ancillary or necessary to the Bid Items are included with each appropriate Bid Item and that the OWNER will not pay extra for work and/or materials which are ancillary or necessary to each Bid Item.

ARTICLE 4 -- BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Storey County - 5-Mile Lining Project					
5-Mile Reservoir Base Bid					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization and Demobilization	1	LS	65,000.00	65,000.00
2	Site Demolition	1	LS	25,000.00	25,000.00
3	Site Grading	9,700	CY	12.00	116,400.00
4	Embankment Reconstruction	1,600	CY	8.00	12,800.00
5	Sideslope Grading (Reconstruction)	1,000	CY	10.00	10,000.00
6	12" DI Pipe (Inlet and Overflow)	200	LF	100.00	20,000.00
7	Inlet-A	1	LS	4,000.00	4,000.00
8	12"x12"x12" Tee	1	EA	2,200.00	2,200.00
9	12" GV with Valve box	2	EA	2,600.00	5,200.00
10	Inlet-B	1	LS	4,000.00	4,000.00
11	Overflow Structure	1	LS	10,000.00	10,000.00
12	12" DI 45deg Elbow	2	EA	600.00	1,200.00
13	Outlet Structure	1	LS	3,200.00	3,200.00
14	Reservoir Drain (Fitting and GVs)	1	LS	5,000.00	5,000.00
15	6" HDPE Pipe	310	LF	65.00	20,150.00
16	Rip-Rap Drainage Outlet	2	EA	1,000.00	2,000.00
17	Rip-Rap Swale	200	LF	20.00	4,000.00
18	Earthen Swale	840	LF	12.00	10,080.00
19	Transducer Conduit, Penetration and Pull Box	1	LS	10,000.00	10,000.00
20*	Transducer with Wiring and SCADA Integration	1	LS	4,500.00	4,500.00
21	Life Saving Buoy	3	EA	500.00	1,500.00
22	Safety Net	3	EA	700.00	2,100.00
23	HDPE 60mil Textured Liner	87,000	SF	0.95	82,650.00
24	Sandbags	138	EA	15.00	2,070.00

25*	Gravel Roadway (4" thick w/ geotextile)	370	CY	60.00	22,200.00 87,000.00
26	8' Chainlink Fence w/ Barb and Razor Wire (Remove and Replace)	1,450	LF	60.00	87,000.00
27	20' Wide Gate (Barb and Razor Wire)	1	LS	3200.00	3,200.00
28*	Circulation System	1	LS	50000.00	50,000.00
29*	Non-Excavatable Rock Removal add'l	500	CY	18.00	9,000.00
30					

* Contingent Base Bid Item

(A) 5-mile
Reservoir
Sub-total:

594,450.00

Storey County - Divide Lining Project					
Divide Reservoir Base Bid					
Item	Description	Quantity	Units	Unit Price	Total
31	Mobilization and Demobilization	1	LS	55000.00	55,000.00
32	Site Demolition	1	LS	18000.00	18,000.00
33	Site Grading	1,200	CY	33.00	39,600.00
34	Inlet w/6" DI Pipe	1	LS	3400.00	3,400.00
35	Overflow Structure	1	LS	10000.00	10,000.00
36	12" DI Pipe with Elbows (Overflow)	70	LF	162.00	11,340.00
37	Outlet Structure	1	LS	3200.00	3,200.00
38	8" HDPE Pipe	130	LF	155.00	20,150.00
39	Reservoir Drain (Fitting and GVs)	1	LS	7500.00	7,500.00
40	Rip-Rap Drainage Outlet	2	EA	1000.00	2,000.00
41	Transducer Conduit, Penetration and Pull Box	1	LS	4000.00	4,000.00
42*	Transducer with Wiring and Integration	1	LS	1800.00	1,800.00
43	Life Saving Buoy	3	EA	500.00	1,500.00
44	Safety Net	3	EA	700.00	2,100.00
45	HDPE 60mil Textured Liner	57,000	SF	0.95	54,150.00
46	Sandbags	114	EA	15.00	1,710.00
47	Reservoir Perimeter Rip-Rap	325	CY	80.00	26,000.00
48	6' Chainlink Fence with Barbed Wire and Slats	134	LF	78.00	10,452.00
49	20' Wide, 6' High Gate with Barb Wire and Slats	1	EA	3200.00	3,200.00
50	6' Chainlink Fence	1,230	LF	43.00	52,890.00
51	20' Wide, 6' High Gate	1	EA	3200.00	3,200.00

52	12' Wide, 6' High Double Gate	1	EA	3000.00	3,000.00
53*	4' high Wire Fence	592	LF	47.00	27,824.00
54*	Electrical General Improvements (System Connection)	1	LS	28500.00	28,500.00
55*	Electrical Pedestal	1	LS	2600.00	2,600.00
56*	Fountain (Installed)	1	LS	36000.00	36,000.00
57					
58					
(B) Divide Reservoir Sub-total:					429,116.00

* Contingent Base Bid Item

TOTAL BASE BID PRICE (Sub-total A+B) - \$ 1,023,566.00 (without alternates)

\$ One Million Twenty-Three Thousand Five Hundred Sixty-Six Dollars
In Words

Storey County - Divide Lining Project (Alternate-1)					
Divide Reservoir Alternate					
Item	Description	Quantity	Units	Unit Price	Total
59	Gravel Roadway (4" thick w/ geotextile)	130	CY	65.00	8,450.00
60	DG Surface (4" thick w/ geotextile)	300	CY	75.00	22,500.00
61					
62					
Divide Reservoir Alternate-1:					30,950.00

ALTERNATE-1 PRICE - \$ 30,950.00 (without alternates)

\$ Thirty Thousand Nine Hundred Fifty Dollars
In Words

Storey County - Divide Lining Project (Alternate-2)					
Divide Reservoir Alternate					
Item	Description	Quantity	Units	Unit Price	Total
63	Electrical Conduit (2") <i>LLL#1</i>	1,200 <i>24</i>	LF <i>EA</i>	—	—
64	Electrical Conduit (1") <i>LLL#1</i>	300 <i>24</i>	LF <i>EA</i>	—	—
65	Electrical Pull Box	7	EA	<i>335.00</i>	<i>2,345.00</i>
66	Light Pole Standard	6	EA	<i>1700.00</i>	<i>10,200.00</i>
67	<i>ELECTRICAL IMPROVEMENTS LLL#1</i>	<i>1</i>	<i>LS</i>	<i>27000.00</i>	<i>27,000.00</i>
68					
Divide Reservoir Alternate-2:					<i>39,545.00</i>

ALTERNATE-2 PRICE - \$ *39,545.00* (without alternates)
 \$ *Thirty-nine Thousand Five hundred forty five Dollars*
 In Words

Storey County - Divide Lining Project (Alternate-3)					
Divide Reservoir Alternate					
Item	Description	Quantity	Units	Unit Price	Total
69	Irrigation Pipe (1.5" dia. PVC)	1,300	LF	<i>9.00</i>	<i>11,700.00</i>
70	Irrigation Valve Boxes	8	EA	<i>210.00</i>	<i>1,680.00</i>
71	Irrigation Backflow, Hotbox and Controls	1	LS	<i>17000.00</i>	<i>17,000.00</i>
72	Irrigation Drip System	1,200	LF	<i>2.50</i>	<i>3,000.00</i>
73	Landscaping	17,100	SF	<i>0.23</i>	<i>3,933.00</i>
74					
75					
Divide Reservoir Alternate-3:					<i>37,313.00</i>

ALTERNATE-3 PRICE - \$ *37,313.00* (without alternates)
 \$ *Thirty-seven Thousand Three hundred thirteen Dollars*
 In Words

Storey County - Divide Lining Project (Alternate-4)					
Divide Reservoir Alternate					
Item	Description	Quantity	Units	Unit Price	Total
76	Decorative Light Pole (Installed)	6	EA	3500.00	21,000.00
77	Floating Dock (Installed)	1	LS	21,000.00	21,000.00
78	Stairs (Installed)	1	LS	4,400.00	4,400.00
79	Rock Wall Repairs	110	LF	75.00	8,250.00
80	Bench (Installed)	4	EA	750.00	3,000.00
81	Picnic Table (Installed)	2	EA	1,300.00	2,600.00
82	Trash Cans (Installed)	4	EA	550.00	2,200.00
83					
84					
Divide Reservoir Alternate-4:					64,250.00

ALTERNATE-4 PRICE - \$ 64,250.00 (without alternates)
 \$ Sixty-four thousand Two hundred Fifty dollars.
 In Words

PLEASE NOTE: The Owner will award the base bid (Bid Schedule) to the overall lowest responsive bidder excluding alternates. Contingent Base Bid Items are noted as a warning to the bidder that if the base bid exceeds the available funding then those contingent items will be removed without consultation with the Contractor. However, in all cases the Owner reserves the right to reject any and all bids and remove items as needed to meet available funds.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The requirements of Nevada Revised Statutes (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.0117 Quantification to receive preferences in bidding.
- B. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.
- C. NRS 338.080 Exemptions
- D. NRS 338.141 Bids to include certain information concerning subcontractors; requirements for substitution of named subcontracts.
- E. NRS 338.147 Award of contract to contractor who submits best bid.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); (0430-1 & -2);
- B. List of Sub Contractors, 5% and 1% (440-1, 2);
- C. List of Suppliers (may be included with List of Sub Contractors);
- D. Contractors Qualifications Statement with Project Completed & Projects in progress (450-1);
- E. Contractor / Sub Contractor List of Liner Projects and Project References
- F. Evidence of authority to do business in the State or jurisdiction of the Project;
- G. Contractor's License No. (may be combined with another attachment);
- H. Contractors Qualifications Statement with supporting data (450-1);

FAILURE TO PROVIDE ALL ITEMS IN THIS ARTICLE MAY RESULT IN REJECTION OF THE BID.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: A:K EARTH MOVERS, Inc. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): Gen. Engineering

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): SCOTT R. HIATT

Title: VICE-PRESIDENT
(CORPORATE SEAL)

Attest: [Signature]

Date of Qualification to do business in [State where Project is located] is 9/1/1965

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): A & K Earth Movers, Inc.
12251 Truckee Canyon Ct.
Sparks, NV 89434

SURETY (Name and Address of Principal Place of Business): Great American Insurance Company
420 East South Temple, #330
Salt Lake City, UT 84111

OWNER (Name and Address): Storey County Public Works
c/o Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511

BID

Bid Due Date: 9-18-14

Description (Project Name and Include Location): Five Mile Reservoir and Divide Reservoir Lining, Virginia City, NV

BOND

Bond Number: N/A

Date (Not later than Bid due date): 9-11-14

Penal sum Five percent of attached bid

(Words)

\$**5%**

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.
Must be at least 5% of Bid amount.

BIDDER

A & K Earth Movers, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature



KIMBERLY A. BELL
Notary Public - State of Nevada
My Comm. Expires February 1, 2018

Note: All documents are to be filed for recording any required notice. Provide execution by any additional parties, such as joint venturers.

SURETY

Great American Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Agent

Title

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 9 14717

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
LORI JONES	TERI WOOD	ALL OF	ALL
NICK ROSSI	PATRICIA OWENS	RENO, NEVADA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MARCH 2014
Attest
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 11th day of September, 2014.



Stephen C. Beraha
Assistant Secretary

5% LIST OF SUBCONTRACTORS

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid and the number of the license issued to the subcontractor pursuant to chapter 624 of the NRS. The general contractor shall also list himself as performing all remaining work not otherwise subcontracted that is exceeding 5% of the total bid. A general description of this work shall be listed.

Project Name: 5-MILE RESERVOIR : Divide Reservoir Lining
 Bidder Name: A: KENATH MOVERS, Inc.
 Bidder Address: 12251 TRUCKEE CANYON CT, SPARKS, NV 89434
 Telephone No.: (775) 825-1636

Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address, and License Number
1. (Describe all remaining work not otherwise subcontracted, see above.) <u>ALL WORK NOT SPECIFICALLY SUBCONTRACTED TO OTHERS</u>	(Remaining percentage of work not subcontracted.) <u>63.28%</u>	(Prime contractor) <u>A: KENATH MOVERS, Inc.</u> <u>12251 TRUCKEE CANYON CT.</u> <u>SPARKS, NV</u> <u>#24548</u>
2. <u>FENCING : GATES</u>	<u>4.9%</u> 17.1%	(subcontractor) <u>WALL FENCE</u> <u>SPARKS, NV</u> <u>#5493 A</u>
3. <u>ELECTRICAL</u>	<u>9.6%</u>	(subcontractor) <u>CREEKSIDE ELECTRICAL Cntr.</u> <u>Carson City, NV</u> <u>#50401</u>
4. <u>LINER</u>	<u>9.6%</u>	(subcontractor) <u>SIERRA GEO SYNTHETIC SERV</u> <u>SPARKS, NV</u> <u>#54102</u>
5. <u>INTERIOR</u>		(subcontractor)
6.		(subcontractor)
7. <u>WATERLINE MATERIALS</u> <u>ETC</u>	<u>7%</u>	(5% supplier) <u>WESTERN NEVADA Supply</u> <u>SPARKS, NV</u> <u>3597</u>
8.		(5% supplier)

NOTE: Additional numbered pages may be attached if needed.
 5% Suppliers may be included on this or another page.

1% LIST OF SUBCONTRACTORS

Within 2 hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to chapter 624 of the NRS. This list may be emailed or faxed to the owner or owner's representative, or may be submitted with the Bid Proposal Form. The general contractor shall also list himself as performing all remaining work not otherwise subcontracted that is exceeding 1% of the total bid or \$50,000, whichever is greater. A general description of this work shall be listed.

Project Name: 5-Mile Reservoir and Divided Reservoir Lining
 Bidder Name: A. K. EARTH MOVERS, INC.
 Bidder Address: 1225 TRUCKEE CANYON CT, SPARKS, NV
 Telephone No.: (775) 895-1636

Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address, and License Number
1. (Describe all remaining work not otherwise subcontracted, see above.) <i>ALL WORK NOT SPECIFICALLY SUBCONTRACTED TO OTHERS</i>	(Remaining percentage of work not subcontracted:) <i>63.28%</i>	(Prime contractor) <i>A. K. EARTH MOVERS, INC.</i> <i>1225 TRUCKEE CANYON CT.</i> <i>SPARKS, NV 89434</i> <i>#24548</i>
2. <i>Surveying</i>	<i>0.92%</i>	(subcontractor) <i>Met Surveying</i> <i>RENO, NV</i> <i>Pub. Serv</i>
3. <i>Landscaping</i>	<i>1.7%</i>	(subcontractor) <i>Signature Landscapes</i> <i>RENO, NV</i> <i>#52590</i>
4. <i>ELECTRICAL</i>	<i>9.6%</i>	(subcontractor) <i>CREEK SIDE ELECTRICAL</i> <i>CARSON CITY, NV</i> <i>#50401</i>
5. <i>Liner</i>	<i>9.6%</i>	(subcontractor) <i>SIERRA SYNTHETIC SERV.</i> <i>SPARKS, NV</i> <i>#54102</i>
6. <i>Fencing & Gates</i>	<i>14.9%</i>	(subcontractor) <i>Tholl Fence</i> <i>SPARKS, NV</i> <i>#5493A</i>
7.		(subcontractor)

NOTE: Additional numbered pages may be attached if needed.

**CONTRACTOR'S QUALIFICATIONS STATEMENT
PROJECTS COMPLETED & PROJECTS IN PROGRESS**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Design Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Reference/Contact Include Address and Phone</u>
--	--------------	----------------------------	---------------------------	-----------------------	--

SEE ATTACHED

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987

License No. 0024548


Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

KELLY BART HIATT, President/Qualified In
MICHAEL ANTHONY HIATT, Vice President
SCOTT RAY HIATT, Vice President/Qualified
CHRISTIAN SPROSS, Secretary
SHARON JUNE REAM, Treasurer

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 04/30/2016


Chairman, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON NV 89406

LIC. NO.

0024548

EXPIRES:

04/30/2016

LIMIT:
Unlimited
Class: A

STATE OF NEVADA

STATE CONTRACTORS BOARD

9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON NV 89406

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

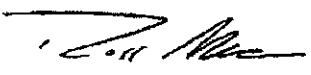
Nevada Business Identification # NV19651001305

Expiration Date: September 30, 2014

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Great Seal of State,
at my office on September 5, 2013


ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license,
permit or registration.

Please Post in a Conspicuous Location

**You may verify this Nevada State Business License
online at www.nvsos.gov under the Nevada Business Search.**



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1159
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-18-0004**

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2014** AND EXPIRES ON **APRIL 30, 2015**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

4/17/2014
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

FARR WEST

ENGINEERING

September 24, 2014

Mike Nevin, Public Works Director
Storey County Public Works
P.O. BOX 435
100 Toll Road
Virginia City, NV 89440

Subject: **5-MILE RESERVOIR AND DIVIDE RESERVOIR LINING, PROJECT
NO. ST-2014-323 – FUNDING LETTER**

Dear Mike,

Bids for the 5-Mile Reservoir and Divide Reservoir Project were opened on September 18, 2014 and A&K Earthmovers was determined to be the lowest bidder. Unfortunately, the bid amounts exceeded the anticipated budget. This letter addresses construction cost and the proposed funding sources to complete the project.

To reduce overall cost and meet funding objectives items were removed from the Base Bid, items were adjusted, and all of the four bid alternates were removed from consideration. Under the scenario presented below the County's cost of the project will be **\$880,372.00**.

Construction Cost Summary:

	Original Base Bid:	\$1,023,566.00
Items Removed from the Base Bid:		
• Item-28 Circulation System		-\$50,000.00
• Item-47 Reservoir Perimeter Rip-Rap		-\$26,000.00
• Item-48 6' Chainlink Fence with Barbed Wire and Slats		-\$10,452.00
• Item-53 4' High Wire Fence		-\$27,824.00
• Item-56 Fountain (Installed)		<u>-\$36,000.00</u>
	Bid Items Removed (sub-total):	<u>-\$150,276.00</u>
Items quantities adjusted in the Base Bid:		
• Item-46 Sandbags (Increase by 88 sandbags to 202)		\$1,320.00
• Item-50; 6' Chainlink Fence (Increase by 134 to 1,364)		<u>\$5,762.00</u>
	Adjustment to the Base Bid (sub-total):	<u>\$7,082.00</u>

Immediate Change Order to A&K: \$-143,194.00

REVISED BASE BID: \$880,372.00

Item-46 and Item-50 were adjusted to obtain similar design functionality and create a net cost savings for the project. In place of the Rip-Rap (Item-47) we added 88 additional sandbag (Item-46) for anchoring the liner down (one every 10' along the perimeter of the Divide Reservoir); this has a net cost saving of \$24,680.00. Since Item-48 was removed, the quantity of 134 linear feet of fencing was transferred to Item-50; this has a net cost saving of \$4,690.00. The total net cost saving for adjusting these two bid items is: \$29,370.00.

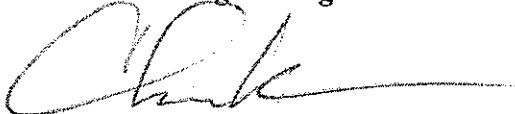
Assuming no construction change orders, the two reservoirs can be constructed within the Revised Base Bid budget presented above. Since adjustments were made to several Base Bid items Farr West, under the direction of the County, contacted A&K Earthmovers and discussed the changes with them. In an email confirmation on September 24, 2014 A&K acknowledged the total for the 5-Mile site to be \$544,450.00 and for the total for the Divide site to be \$335,922.00. Additionally, A&K acknowledged the revised Base Bid of \$880,372.00 and can meet that construction budget.

It is our understanding funding shall be by Storey County for the Base Bid amount. Any amounts due to Storey County by others shall be obtained by Storey County and applied to the project as required.

Should you have any questions or need additional information, please contact me at (775) 853-7264.

Sincerely,

Farr West Engineering

A handwritten signature in black ink, appearing to read 'Chuck Reno', with a long horizontal flourish extending to the right.

Chuck Reno, P.E.
Project Manager

FARR WEST

ENGINEERING

September 25, 2014

Mike Nevin, Public Works Director
Storey County Public Works
P.O. BOX 435
100 Toll Road
Virginia City, NV 89440

Subject: **5-MILE RESERVOIR AND DIVIDE RESERVOIR LINING PROJECT
(PROJECT NO. ST-2014-323) - RECOMMENDATION OF AWARD OF
CONSTRUCTION CONTRACT**

Dear Mike,

As you are aware, bids for the 5-Mile Reservoir and Divide Reservoir Lining Project were opened on September 18, 2014 and A&K Earthmovers (A&K) was determined to be the lowest responsible and responsive bidder. A&K's bid submittal was reviewed and was found to meet all project requirements. References were checked and found to be positive; they come recommended. Furthermore, A&K meets the qualifications presented in Instructions to Bidders, Article 3, of the contract documents which is to say that together with their subcontractors they have been engaged in this general class of work and have a history of completing projects successfully. They and their subcontractors are licensed and bonded in Nevada.

Based on the above information, we recommend the Storey County Commissioners award to A&K Earthmovers a total amount of **\$880,372.00** (Base Bid amount of \$1,023,566.00 less an immediate negative Change Order of \$-143,194.00). The budget for construction leaves no money for contingencies. Near the end of the project, if further funds are required, we will negotiate with A&K and request additional funds be approved by the County Commissioners. As of now, we do not expect any construction change orders and believe A&K will work with Storey County Public Works to adequately address any concerns without increase to the contracted amount.

Should you need any further information, please let me know.

Sincerely,
Farr West Engineering



Chuck Reno, P.E.
Project Manager



STOREY COUNTY PUBLIC WORKS

5-MILE RESERVOIR AND DIVIDE RESERVOIR LINING

STOREY COUNTY, NEVADA
PWP NO. ST-2014-323

ADDENDUM-1 **September 12, 2014**

Bold italic items are new items or clarifications per this addendum. Verbal statement or discussion in the pre-bid meeting, per telephone calls or emails are not permissible within the bid if not noted in an approved addendum.

Pre-Bid Meeting
September 11, 2014 10:00am

Pre-bid Meeting Agenda:

- 1.0 Introductions
 - 1.1 Farr West Engineering
 - 1.1.1 Project contacts:
 - 1.1.1.1 Chuck Reno PE, Project Engineer,
chuck@farrwestengineering.com, 775-851-4788
 - 1.2 Storey County Public Works
 - 1.2.1 Mike Nevin, Public Works Director,
mnevin@storeycounty.org, 775-847-0958
- 2.0 Background
 - 2.1 Project is lining two existing reservoirs from the 1880'. The water at 5-Mile is still the only water supply for Virginia City, Gold Hill and Silver City.
 - 2.2 The 5-Mile Reservoir has not been operational for the past ~~13~~ **11** years. It holds raw water from the State run Marlette Water System located west of Carson City. The reservoir is fed by an inverted siphon system.
 - 2.3 The Divide Reservoir has not been operation for the past year. Water for the reservoir is fed from the overflow of the existing Divide Tank (treated water). This project will create an automatic feed system to the overflow point of the tank. The Divide Reservoir is to become a park-like setting.
- 3.0 Preparation of Bids

- 3.1 Bid Schedule
 - 3.1.1 Project will be awarded on the Base Bid. The Owner reserves the right to remove items to meet available funding. Priority of items to be removed are indicated in the Base Bid as "contingent items".
 - 3.1.2 The Base Bid is separated into two sub-totals for each site. Base Bid runs through bid Item-56.
 - 3.2 Submit Bids to Farr West Office up to the hour of 2:00pm, Thursday September 18, 2014, 2:00pm.
 - 3.3 Bids will be opened and read aloud at 2:00pm, Thursday September 18, 2014 at Farr West Reno Office (5442 Longley Lane, Suite A, Reno NV 89511)
 - 3.4 Contractors must provide all items outlined in Article 7 (page 00410-5). If all items are not fully executed the bid will be rejected.
 - 3.5 Contracts anticipated being awarded at the Tuesday, October 7, 2014 County Commission Meeting. Construction to commence quickly thereafter.
 - 3.6 Insurance Requirements
 - 3.6.1 Supplementary Conditions (page 0800-2, section 5.04); note additional insured requirement (page 0800-3, section 5.06).
 - 3.7 State prevailing wage rates shall apply if base bid amount is over prevailing wage rate threshold.
 - 3.8 Contactor shall note: "The Owner reserves the right to reject any and all bids and remove items as needed to meet available funds." (Section C-410, page 7)
 - 3.9 Contractor to be aware of Section 01010 "Summary of Work" and Section 01025 "Measurement and Payment" of the approved specification and shall consider all bid items on the information provided in the plans and specs.
-
- 4.0 Engineer's Estimate for Project
 - 4.1 \$600,000.00 (Base Bid)
-
- 5.0 Contract Times
 - 5.1 ~~90~~ 80 Calendar days for Substantial Completion (page 0520-1, 4.02) *Changed to 80 days per this addendum*
 - 5.2 90 Calendar days for Final Completion (page 0520-2, 4.02)
 - 5.3 Liquidated Damages are \$1,200.00 per day (page 0520-2, 4.03)
-
- 6.0 Supplementary Conditions
 - 6.1 Working Days/Hours – (Monday – Friday) 7:30am to 6:00pm, with extended hours, if required, to finish a section of work, excepting Holidays. For Saturday work, contractor must apply to Storey Co. Public Works for permission. Rain/snow Days and/or fire days shall be approved by Mike Nevin in writing. If days are not approved in writing and Contractor exceeds contracted calendar days, CONTRACTOR WILL BE ASSESSED DAILY LIQUIDATED DAMAGES, NO EXCEPTIONS. *There is no limit to working hours and/or working days at the 5-Mile site. However, scheduling of inspections with Public Works staff shall be coordinated with Mike Nevin. Overtime pay, if any, is the sole responsibility of the Contractor.*

- 6.2 Contractor to be aware there is gated access to the 5-Mile Reservoir Site. Consult with Storey County Public Work.
- 6.3 Note, Appendix-A of the Project Specifications contain construction requirements. Contractor to be familiar and follow construction guidelines.
- 6.4 Detailed as-built plans with construction photos are required.

- 7.0 Engineer's Supplementary Conditions
 - 7.1 Construction schedule and site priorities
 - 7.1.1 Due to possible weather and access concerns to the 5-Mile Reservoir shall have initial construction priority. Consult with Owner for waterline shutdown (Sec 0850-1, 1 & 2)
 - 7.2 Quality Control Testing
 - 7.2.1 Contractor is responsible for all quality control testing on materials. Report testing results to the engineer and Owner.
 - 7.3 Permits
 - 7.3.1 Contractor Responsible For
 - 7.3.1.1 Stormwater Pollution Prevention Plan (SWPPP) – *not required.*
 - 7.3.1.2 County Permit – *Required. No Charge.*
 - 7.3.1.3 Hot Permit(s) (if required, see section 7.4.5 below)
 - 7.4 Existing Utilities
 - 7.4.1 Location of existing utilities on plans are approximate, some are unknown and some can have shallow bury depths. Contractor will be required to pothole well ahead of installation of new structures and coordinate with Storey County Public Works. Contractor will be responsible to call USA for all utility locations.
 - 7.4.2 Potholes are required 7 days min. prior to construction, report all findings to the engineer
 - 7.4.3 Contractor to provide certified welders and special inspection for all welds on the raw waterline.
 - 7.4.4 Waterline shutdown shall be coordinated and limited in duration, consult with owner. Contractor to provide 48 hour advance request for pipeline shutdown to Owner.
 - 7.4.5 If needed, the Contractor shall obtain a "Hot Permit(s)" from the Storey County Fire Department prior to construction. Permit(s) will require on-site water fire suppression requirements, defensible space requirements, requirements during welding operations, etc.

- 8.0 Other Issues
 - 8.1 Construction Water – Contractor is to provide all construction water. Construction *water for the Divide Reservoir is obtained from a metered raw water fill station near the water treatment plant. Water for the 5-Mile site can be obtained from the existing ARV box (raw water) east of the existing 5-Mile tank. Consult with Public Works staff for removal of ARV; Contractor to provide connection fittings.*
 - 8.2 4-Wheel drive recommended for access to 5-Mile site.
 - 8.3 Excess fill material.
 - 8.3.1 Reservoir embankments have consolidated and shall not be disturbed unless expressly noted on the design plans. Surface restorations shall be

limited to those areas noted. Do not remove and rebuild embankments unless noted.

- 8.3.2 Contractor shall consult with owner for placement of excess material, if any. Material shall be placed near each site and within the county's properties.
- 8.3.3 Divide reservoir material may be placed at the southwest fill slope adjacent to the Public Works maintenance yard storage.
- 8.3.4 5-Mile excess fill shall be disposed of, or used, along the east and west embankments, enlarging the embankments if possible (compact as required per the geotechnical report). The east embankment fill may depend on the reconstruction model employed by the Contractor, per the geotechnical report.
- 8.4 Supply water line at the 5-Mile reservoir site is along the east slope of the east embankment. Exact location is unknown. Contractor shall locate and protect the existing line.
- 8.5 Any damage that is created during the project must be repaired at the contractor's expense to the owner's satisfaction.
- 8.6 Updated information – Farr West will send out the plan holder's list and any addendums/misc. information via email. Make sure Farr West has the email of the person that needs to be receiving this information. REGISTER AT THE FARR WEST BID ROOM AS AN OFFICIAL PLAN HOLDER TO RECEIVE EMAILS.
- 8.7 Graphical renderings and a colored plan view (sheet C8) of the Divide Reservoir have been uploaded to the Farr West Bid Room. We encourage all contractors to view them to have a better understanding of the project scope and area.
- 8.8 Staging areas.
 - 8.8.1 To be determined in consultation and by consent of the Owner.
- 8.9 These "Pre-Bid Meeting" notes/revisions shall be issued as Addendum-1 along with any other required clarifications.

9.0 Pre-bid site visit

- 9.1 Owner and Engineer encourage all Contractors to visit both sites prior to bidding.
- 9.2 Site visits to follow pre-bid meeting; Divide Reservoir and 5-mile reservoir.

10.0 Questions?

Questions/clarifications during Pre-Bid meeting:

1. *Light pole bases may be poured in place and not pre-manufactured. Bases shall meet design standards of the noted pre-manufactured bases, see detail E/D8.*
2. *Liner shall be single sided texture liner with textured side up.*
3. *Reminder: NV Surveyor is required to layout both sites. Contractor is to provide and pay for construction staking. See sheet notes on sheet C5 and C8.*
4. *Electrical questions to be addressed via email (see emailed questions addressed below).*
5. *It was pointed out that unless the embankment of the reservoirs are noted to be removed/modified or reconstructed, they should not be disturbed. There is over 100*

years of consolidation. Reconstruction of embankments must follow the geotechnical report recommendations.

5-Mile site visit item:

6. Contractors were concerned of the rock refusal at 5-Mile Reservoir along with the statement of "spot blasting" as noted in the Geotechnical Report (see Test Pit-1, see Geo. Report 5.2.1 General Site Grading). An additional bid item shall be added to address this item (see below).

~ End of Pre-Bid Agenda ~

Additional Items:

7. Farr West reviewed the bonding requirements noted in 5.01B, Sec 700 of the project specifications. Because we do not have federal funds on this project the sureties not listed on the required surety list will not be disqualified from participating in this bid. All other bonding requirements prescribed in the contract documents shall be followed.
8. Bid Item 29, add as follows: Add "*" after 29; add "Non Excavatable Rock Removal"; add "500" and add "CY"

29*	Non Excavatable Rock Removal	500	CY		
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Note this bid item is for the additional effort required per the unit price noted in Bid Item-3. This should only be employed after reasonable effort as has been exerted to remove the hardened material (see requirements below). The Owner and Engineer shall be consulted by the Contractor when rock refusal is discovered. Approval must be given by the Owner before this bid item is executed. This is considered a non-pay bid item, unless executed and quantified.

Bid Item 29* - Non-Excavatable Rock Removal: Bid item 29 includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all the work involved in the delineation, excavation, hydraulic hammering, drilling and blasting or splitting of rock, protection and repair of existing improvements, transport of spoils to an approved stockpile area (if required), off-haul and disposal of rock, and import of removed rock with suitable backfill material.

Rock excavation will be paid for as an additional cost above and beyond general grading cost included as part of Site Grading (Bid Item 3). Cost for removing broken rock from the site, backfill and compaction for the construction of the reservoir shall be paid under Bid Item 3. No additional compensation will be allowed.

The Owner will determine when rock excavation is required. In general it will be assumed that rock excavation is required when a Caterpillar 324 Excavator (or equivalent) with a ripper tooth either meets refusal due to hardness of the material being excavated. Time spent on Non-Excavatable rock will be documented by the Owner and added to the Contract Time. No compensation will be made to the

Contractor under this Bid Item if, in the opinion of the Owner, the Contractor is not providing adequate equipment to complete the work or reasonable effort has not been made to determine that the rock is "Non-Excavatable". Rock removed prior to the Owner's approval will not be paid for under this bid item.

**This item shall be considered a contingent item. The quantity indicated in the bid schedule represents no actual estimate, and may be increased or decreased by 100% without an adjustment to the bid unit price. The increase or reduction of this quantity, as compared with that contained in the bid schedule, shall not constitute a basis for claim by the Contractor for extra payment or changed conditions.*

The Contractor's payment for this item shall be by the cubic yard.

9. Bid Item 63, cross out entire bid item.

63	Electrical Conduit (2")	1,200	LF		
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10. Bid Item 64, cross out entire bid item.

64	Electrical Conduit (1")	300	LF		
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11. Bid Item 67, under Description add "Electrical Improvements", under Quantity add "1" under Units add "LS" (Contractor to fill in Unit Price and Total).

67	Electrical Improvements	1	LS		
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This bid item is added to help better combine the scope of the electrical improvements and not limit the electrical to set quantities. This bid item constitutes all of the requirements names in Section 01025 under bid Items 63 and 64. Bid Item 67 included all electrical conduits (wired and spares), trenching, wiring, pull ropes, marking tape, electrical equipment, equipment installation, testing, etc. to make a complete, operational electrical system.

Electrical Questions (received via email):

12. Q1. Sheet E2 shows a 50A Metered Pedestal but the one-line on sheet E3 shows a 100A. Which one should we go with?
A1. Sheet E2 - Grid F4 - Change 50A Meter main to 100A, Change 50A/2 to 100A/2 on the line w/ 50A/2 Main CB.
13. Q2. Conduits L02E and L02F have 6 and 10 #14 wires, respectively, shown on the conduit and wire list. What are these for?
A2. Sheet E2 - Grid G5 - Conduit List Items L02E and L02F require only 4 #10 wires and a #10 ground. No #14 wires are required.
14. Q3. The N9 pull boxes state having an H20 Lid. Is that to be steel or concrete and do we need an extension for the pull boxes?
A3. Concrete, bolt-down lids. Long sweep elbows are required in and out of the box. Therefore, no extensions are required. Note all electrical boxes (both sites) shall have water proof connections in the pull boxes.

15. Q4. Is the Fountain Penetration Box shown on D7 E, also an N9 box with a similar lid?

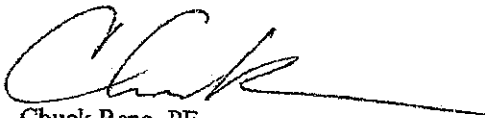
A4. Yes. See detail B/D3. Penetration boxes (both sites) shall have water proof connections in the pull boxes.

Those present at the pre-bid meeting:

16. See attached sign in sheet.

Existing Plan Holders list:

17. See attached plan holders as of date of this Addendum.



Chuck Reno, PE
Farr West Engineering
9-12-14

PRE-BID SIGN IN SHEET

5-Mile Reservoir and Divide Reservoir Lining Project - PWP NO. ST-2014-323				
CONTRACTOR	CONTACT PERSON	E-MAIL	PHONE	FAX
1 RAPID CONST.	Danny Selmi	RAPIDCONSTR@AOL.COM	775 863-4269	775 863-4209
2 COMANCO	Scott Hammen	SHAMMEN@COMANCO.COM	775 324 7707	775 324 7708
3 ARL BARTH MOVERS	Daryl Pollak	DPOLLAK@ARLBARTHMOVERS.COM	775-925 1636	775 825-6571
4 KING Const. Inc.	ED KING	familydirt@aol.com	775 575-5346	575-2186
5 BOB LEONE QBD Construction	Bob Leone	bleone@qbdconstruction.com	775- 353-4049	775 786-8136
6 COONS CONST. DANNY COONS	DANNY COONS	DANNY@COONS.BIZ	246-1660	246-1669
7 CRACKSIDE ELECTRICAL	Sam Andrews	CRACKSIDEELECTRICAL@CHARTER.NET	775 841-5558	775- 841-5565
8 Peck Brothers	Travis Peck	Travis@PeckBrothers.net	(775)302-1496	835-0893
9 Strong P.W.	MIKE NUNN	nunn@strongp.wyoming.org	847-0958	847-0967
10 Frank West Eng. Chuck Reno	Chuck Reno	chuck@frankwestengineering.com	853-7264	851-0766
11				
12				
13				
14				
15				

5-Mile and Divide Reservoir Lining Project (ST-2014-323)

[illegible]



Storey County Board of County Commissioners

Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of resolution 14-410 Expressing interest by Storey County in obtaining the delivery of effluent generated by the Truckee meadows Wastewater Treatment Facility for use at the Tahoe-Reno Industrial Center in Storey County and requesting the City of Reno and the City of Sparks to consider making available the effluent to be transported in a pipeline to Storey County

2. **Recommended motion:** Approve resolution as presented.

3. **Prepared by:** Pat Whitten, County Manager

Department: County Manager

Telephone: 775 847-0968

4. **Staff summary:**

5. **Supporting materials:** Attached resolution.

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 9

RESOLUTION NO. 14-410

A RESOLUTION EXPRESSING INTEREST BY STOREY COUNTY IN OBTAINING THE DELIVERY OF EFFLUENT GENERATED BY THE TRUCKEE MEADOWS WASTEWATER TREATMENT FACILITY FOR USE AT THE TAHOE-RENO INDUSTRIAL CENTER IN STOREY COUNTY AND REQUESTING THE CITY OF RENO AND THE CITY OF SPARKS TO CONSIDER MAKING AVAILABLE THE EFFLUENT TO BE TRANSPORTED IN A PIPELINE TO STOREY COUNTY.

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

WHEREAS, the Truckee Meadows Wastewater Treatment Facility ("TMWF") located in Washoe County, Nevada currently generates effluent which is partially disposed of in its reclaimed water system and partially disposed of in the Truckee River; and

WHEREAS, the portion of the effluent disposed of in the Truckee River degrades the quality of water in the river and might better be utilized to support and grow economic development in Northern Nevada; and

WHEREAS, the Tahoe-Reno Industrial Center ("TRI Center") is a large industrial area located in Storey County downstream of TMWF on the Truckee River approximately 8-10 miles, Nevada with industrial businesses which require, or will require in the future, large quantities of water suitable for manufacturing process uses which could be satisfied by TMWF effluent and would not result in return flow to the Truckee River; and

WHEREAS, in order to utilize the TMWF effluent which is currently disposed of in the Truckee River, a pipeline would have to be constructed from TMWF to TRI Center, the alignment and costs of which have not yet been analyzed by Storey County; and

WHEREAS, before commencing a study on the feasibility, alignment, design, engineering and costs of such a pipeline, Storey County would benefit by a nonbinding expression of interest by the City of Reno and the City of Sparks, the joint owners of TMWF, to consider making available the portion of TMWF effluent currently disposed of in the Truckee River to be transported instead in a

pipeline to TRI Center for disposal, subject to further consideration of project design and costs.

NOW THEREFORE, BE IT RESOLVED, that the Storey County Board of County Commissioners hereby expresses interest in constructing an effluent pipeline from TMWF to TRI Center, the alignment, design, engineering and costs of which are to be determined, and requests the City of Reno and the City of Sparks to consider nonbinding resolutions to make available TMWF effluent to be transported in the pipeline to TRI Center in Storey County, Nevada.

BE IT FURTHER RESOLVED, that this resolution shall be effective upon adoption.

PROPOSED AND ADOPTED this ____ day of _____, 2014.

THOSE VOTING AYE

THOSE VOTING NAY

ADOPTED this ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Marshall McBride, Chairman

Attest:

Vanessa Stephens, Clerk and Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 09/7/14

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** BIA Contract / Agreement

2. **Recommended motion** Approve County Manager, Sheriff & District Attorney to enter into contract for the housing of tribal inmates.

3. **Prepared by:** Melissa Field

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:**

5. **Supporting materials:** See attached BIA Contract.

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

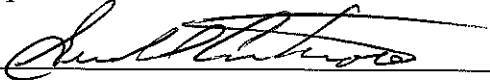
7. **Legal review required:**


____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Gerald Antinoro



 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 12

Statement of Work
Bureau of Indian Affairs, Office of Justice Services
Storey County Adult Detention

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means Storey County, in the State of Nevada, in Virginia City, Nevada.
- 1.1.4. "Contractor" means Storey County, Virginia City, Nevada.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS in the District III Western Nevada Agency Tribes, to include but not limited to Reno Sparks Indian Colony, Fallon Shoshone Paiute Tribe, Washoe Tribe, Walker River Indian Colony, Yerington Indian Colony, Pyramid Lake Indian Colony, Lovelock Indian Colony, Fort McDermitt Indian Colony Indian and all Reservation(s) and Indian Allotments.
- 1.1.6. "BIA-OJS Special Agent In-Charge" means the OJS District III Special Agent-In Charge (SAC).
- 1.1.7. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.8. "Indian reservation or reservation" means within the exterior boundaries of the jurisdiction of the Western Nevada Agency, to include but not limited to Reno Sparks Indian Colony, Fallon Shoshone Paiute Tribe, Washoe Tribe, Walker River Indian Colony, Yerington Indian Colony, Pyramid Lake Indian Colony, Pyramid Lake Indian Colony, Lovelock Indian Colony, Fort McDermitt Indian Colony and all Indian Reservation(s) and Indian Allotments.
- 1.1.9. "Tribal prisoner or tribal inmate" means an adult person arrested under authority of the respective BIA/OJS, CFR, Tribal Law and Order Codes to include Pilot Project on Domestic violence under TLOA; or convicted by a tribal court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal Code, within the Indian Country/BIA OJS jurisdiction

1.1.10. "Tribal violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction of the arresting agency.

1.1.11. "Juvenile" means any person who has not attained the age of 18.

SECTION 2 – GENERAL INFORMATION

2.1 Scope of Work. The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The Contractor will assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of tribal violations occurring in Indian Country within the BIA/OJS jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the work and on-site.

2.2.1.1. The facility administrator or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.

2.2.1.2. The facility administrator or alternate shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any inspection, evaluation or monitoring reports to BIA-OJS staff or representatives

2.4. Quality Assurance

2.4.1. The government reserves the right to visit or inspect the facility at any time via any method to ensure adequate services are being provided.

2.5. Cost for services

2.5.1. The cost shall be \$55.00 per prisoner per day. For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.1. Payment will be made for the day of the arrival but not the day of departure.

2.6. Contract Information

2.6.1 Contractor: Gerald Antenoro, Sheriff
911 State Route 341 S.
Virginia City, NV 89440
(775) 847-0959
(775) 847-0924 Fax

1.6.2 Agency: Joseph Brooks, Special Agent In-Charge
2600 N. Central Avenue
Phoenix, Arizona 85004
(602) 379-6958
(602) 379-6462 Fax

2.7. Period of Performance

2.7.1. Shall be for the period beginning September 15, 2014 and ending September 30, 2019.

Section 3 – SPECIFIC TASKS

3.1. The Contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by the District SAC or their authorized agents. The Contractor will also fax a weekly roster of inmates in custody Monday by close of business to (602) 379-6462 or by email to: dorothy.fulton@bia.gov.

3.1.1. The Contractor agrees to house Tribal inmates subject to the same conditions as any other person lodged within the facility; including all educational programming and substance abuse counseling and/or any other programs available. The Contractor's Detention Facility policies and procedures shall apply to all inmates held for BIA-OJS and Tribal Agencies.

3.1.2. No Bureau or Tribal arrestee/prisoner shall be released without written orders from the appropriate tribal court.

3.1.3. The Contractor will not accept any person under the age of 18 years for lodging within the facility.

3.1.4. The Agency making the arrest shall be responsible for transporting Bureau or Tribal arrestees/prisoners to the contract detention facility.

3.1.5. The Contractor will provide transport services on a case by case basis.

3.1.6. Any unusual incident which affects any Bureau or Tribal inmate/prisoner, held under this contract is to be reported to District SAC, or designee, within twenty-four (24) hours of its occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances the Contractor will notify Selanhongva McDonald, Assistant Special Agent in-Charge at (602) 379-6958, or Correctional Specialist, Dorothy Fulton, immediately at (602) 908-7236.

3.1.7. Bureau or Tribal prisoner(s)/inmate(s), held under this contract are not eligible for community service without the express written approval of the District SCS.

3.2. Medical

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Tribal prisoners, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Contractor shall promptly notify the BIA-OJS District Correctional Specialist (CS), or designee, of such needs to afford the Agency the opportunity to arrange for the treatment. General Transportation Services and Medical Transportation to and from any medical unit will be included in the tiered per diem rate.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Contractor may obtain such care for prisoners at local, Federal, or State facilities as emergency needs dictate. In such instances the care provider will be advised by the Contractor to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.1. The Contractor shall promptly notify the District CS, or designee, of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Contractor:

Reno Sparks Indian Health Services

1715 Kuenzli Street
Reno, Nevada 89502
(775) 329-5162 Telephone
(775) 334-4361 FAX

3.2.5. In case of extreme emergency only, the following health care facility will be used:

Renown Medial Center (1 mile, Non-IHS)
115 Mill Street
Reno, NV 89502
(775) 982-4100

Or:

St. Marie's Hospital (1 mile, Non-IHS)
235 W. 6th Street
Reno, NV 89503
(775) 770-3000

3.2.6. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the Contractor will be billed by the provider.

3.2.7. BIA-OJS Division of Corrections will only reimburse the Contractor for medical services if the treatment has been pre-approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.8. A medical voucher will be prepared in the format as "Attachment A". Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Contractor's facility administrator.

3.2.9. The Contractor will be responsible for obtaining the tribal inmate's medical records, provided the inmate has signed a release of information form. The Contractor will provide an appropriate release of information form signed by the inmate for the medical record inquiries.

3.2.10. The Contractor will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS or Tribal Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and

booking.

Section 4 – NEGATIVE DECLARATION

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any Party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers or BIA Correctional Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 – BOARD BILL

5.1. The Contractor will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the contractor.

5.2.1 The monthly board bill is to be submitted through IPP: Electronic invoicing is authorized for this contract. Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

5.2.2. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

5.2.2.1. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation."

Section 6 – HOLD HARMLESS

6.1. The Contractor agrees to hold harmless the BIA-OJS from:

6.1.1. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this SOW.

6.1.2. The BIA-OJS and the Contractor agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this Contract.

Section 7 - INDEMNIFICATION, LIABILITY, AND INSURANCE

7.1. The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor or its officers, pursuant to this SOW.

7.2. The Contractor assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

7.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

7.4. The Contractor will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Contractor or its agents or employees in the performance of this SOW.

7.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

**Statement of Work
Bureau of Indian Affairs, Office of Justice Services
Storey County Adult Detention**

SECTION 1 - DEFINITIONS

1.1. General Definitions

1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).

1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.

1.1.3. "County" means Storey County, in the State of Nevada, in Virginia City, Nevada.

1.1.4. "Contractor" means Storey County, Virginia City, Nevada.

1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS in the District III Western Nevada Agency Tribes, to include but not limited to Reno Sparks Indian Colony, Fallon Shoshone Paiute Tribe, Washoe Tribe, Walker River Indian Colony, Yerington Indian Colony, Pyramid Lake Indian Colony, Lovelock Indian Colony, Fort McDermitt Indian Colony Indian and all Reservation(s) and Indian Allotments.

1.1.6. "BIA-OJS Special Agent In-Charge" means the OJS District III Special Agent-In Charge (SAC).

1.1.7. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.

1.1.8. "Indian reservation or reservation" means within the exterior boundaries of the jurisdiction of the Western Nevada Agency, to include but not limited to Reno Sparks Indian Colony, Fallon Shoshone Paiute Tribe, Washoe Tribe, Walker River Indian Colony, Yerington Indian Colony, Pyramid Lake Indian Colony, Pyramid Lake Indian Colony, Lovelock Indian Colony, Fort McDermitt Indian Colony and all Indian Reservation(s) and Indian Allotments.

1.1.9. "Tribal prisoner or tribal inmate" means an adult person arrested under authority of the respective BIA/OJS, CFR, Tribal Law and Order Codes to include Pilot Project on Domestic violence under TLOA; or convicted by a tribal court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal Code, within the Indian Country/BIA OJS jurisdiction

1.1.10. "Tribal violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction of the arresting agency.

1.1.11. "Juvenile" means any person who has not attained the age of 18.

SECTION 2 – GENERAL INFORMATION

2.1 Scope of Work. The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

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2.2 Contractor Personnel

2.2.1 The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the work and on-site.

2.2.1.1. The facility administrator or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.

2.2.1.2. The facility administrator or alternate shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any inspection, evaluation or monitoring reports to BIA-OJS staff or representatives

2.4. Quality Assurance

2.4.1. The government reserves the right to visit or inspect the facility at any time via any method to ensure adequate services are being provided.

2.5. Cost for services

2.5.1. The cost shall be \$55.00 per prisoner per day. For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.1. Payment will be made for the day of the arrival but not the day of departure.

2.6. Contract Information

2.6.1 Contractor: Gerald Antenoro, Sheriff
911 State Route 341 S.
Virginia City, NV 89440
(775) 847-0959
(775) 847-0924 Fax

1.6.2 Agency: Joseph Brooks, Special Agent In-Charge
2600 N. Central Avenue
Phoenix, Arizona 85004
(602) 379-6958
(602) 379-6462 Fax

2.7. Period of Performance

2.7.1. Shall be for the period beginning September 15, 2014 and ending September 30, 2019.

Section 3 – SPECIFIC TASKS

3.1. The Contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by the District SAC or their authorized agents. The Contractor will also fax a weekly roster of inmates in custody Monday by close of business to (602) 379-6462 or by email to: dorothy.fulton@bia.gov.

3.1.1. The Contractor agrees to house Tribal inmates subject to the same conditions as any other person lodged within the facility; including all educational programming and substance abuse counseling and/or any other programs available. The Contractor's Detention Facility policies and procedures shall apply to all inmates held for BIA-OJS and Tribal Agencies.

3.1.2. No Bureau or Tribal arrestee/prisoner shall be released without written orders from the appropriate tribal court.

3.1.3. The Contractor will not accept any person under the age of 18 years for lodging within the facility.

3.1.4. The Agency making the arrest shall be responsible for transporting Bureau or Tribal arrestees/prisoners to the contract detention facility.

3.1.5. The Contractor will provide transport services on a case by case basis.

3.1.6. Any unusual incident which affects any Bureau or Tribal inmate/prisoner, held under this contract is to be reported to District SAC, or designee, within twenty-four (24) hours of its occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances the Contractor will notify Selanhongva McDonald, Assistant Special Agent in-Charge at (602) 379-6958, or Correctional Specialist, Dorothy Fulton, immediately at (602) 908-7236.

3.1.7. Bureau or Tribal prisoner(s)/inmate(s), held under this contract are not eligible for community service without the express written approval of the District SCS.

3.2. Medical

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Tribal prisoners, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Contractor shall promptly notify the BIA-OJS District Correctional Specialist (CS), or designee, of such needs to afford the Agency the opportunity to arrange for the treatment. General Transportation Services and Medical Transportation to and from any medical unit will be included in the tiered per diem rate.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Contractor may obtain such care for prisoners at local, Federal, or State facilities as emergency needs dictate. In such instances the care provider will be advised by the Contractor to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.1. The Contractor shall promptly notify the District CS, or designee, of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Contractor:

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Reno, Nevada 89502
(775) 329-5162 Telephone
(775) 334-4361 FAX

3.2.5. In case of extreme emergency only, the following health care facility will be used:

Renown Medial Center (1 mile, Non-IHS)
115 Mill Street
Reno, NV 89502
(775) 982-4100

Or:

St. Marie's Hospital (1 mile, Non-IHS)
235 W. 6th Street
Reno, NV 89503
(775) 770-3000

3.2.6. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the Contractor will be billed by the provider.

3.2.7. BIA-OJS Division of Corrections will only reimburse the Contractor for medical services if the treatment has been pre-approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.8. A medical voucher will be prepared in the format as "Attachment A". Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Contractor's facility administrator.

3.2.9. The Contractor will be responsible for obtaining the tribal inmate's medical records, provided the inmate has signed a release of information form. The Contractor will provide an appropriate release of information form signed by the inmate for the medical record inquiries.

3.2.10. The Contractor will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS or Tribal Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and

booking.

Section 4 – NEGATIVE DECLARATION

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any Party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers or BIA Correctional Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 – BOARD BILL

5.1. The Contractor will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the contractor.

5.2.1 The monthly board bill is to be submitted through IPP: Electronic invoicing is authorized for this contract. Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

5.2.2. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

5.2.2.1. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation."

Section 6 – HOLD HARMLESS

6.1. The Contractor agrees to hold harmless the BIA-OJS from:

6.1.1. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this SOW.

6.1.2. The BIA-OJS and the Contractor agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this Contract.

Section 7 - INDEMNIFICATION, LIABILITY, AND INSURANCE

7.1. The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor or its officers, pursuant to this SOW.

7.2. The Contractor assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

7.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

7.4. The Contractor will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Contractor or its agents or employees in the performance of this SOW.

7.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: October 7, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action to approve the first reading of an ordinance amending Storey County Code section 3.12.012 updating the plan of projects for the proceeds of the infrastructure tax, and providing for other properly related matters.

2. **Recommended motion:** I move to approve the first reading of Ordinance 14-259 updating the plan of projects for the proceeds of the infrastructure tax.

3. **Prepared by:** Robert Morris, outside counsel

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:** The Board on January 21, 2014, approved extending the infrastructure tax and approved the plan of projects for the Storey County Infrastructure Tax. The Board on February 4, 2014, approved Ordinance 13-251 amending the infrastructure tax, which contains the approved plan of projects. On September 16, 2014, the Board revised and approved the plan of projects for the infrastructure tax and certain expenditures. This ordinance will meet the requirement of NRS 377B.110 that the specific purpose of the funds for which the proceeds of the tax must be expended be included in a provision of the ordinance by including the newly revised plan of projects.

5. **Supporting materials:** Ordinance 14-259

6. **Fiscal impact:** Storey County will be able to spend infrastructure tax funds on approved projects.

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

8. **Reviewed by:**

_____ Department Head

Department Name:

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 13

Ordinance No. 14-259

Summary

An ordinance amending Storey County Code section 3.12.012 updating the plan of projects for the proceeds of the infrastructure tax.

Title

An ordinance amending Storey County Code section 3.12.012 updating the plan of projects for the proceeds of the infrastructure tax, and providing for other properly related matters.

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

SECTION I: section 3.12.012 is amended to as follows:

3.12.012 Purpose of infrastructure tax.

The proceeds of the infrastructure tax under NRS 377B may only be expended for the specific purposes allowed by law. The board has adopted a plan for expenditures out of the Infrastructure Special Revenue Fund which may include:

Public Works, Water

Replacement Lakeview water line	3,000,000
Five Mile Reservoir	300,000
Divide Reservoir restoration	80,000

Building and Grounds

V & T Depot purchase	600,000
V&T restoration	300,000
Gold Hill Depot restoration	250,000
Court House remodel	250,000
Fire Station #72 purchase	250,000
DA/Sheriff Building purchase	300,000
Justice Court building purchase	450,000

Land Purchases

Gallagher/Clark lot	250,000
Gallagher/Clark Courthouse parking lot renovation	750,000 300,000
Eaton's lot	100,000
Eaton's lot renovation	100,000
Curtis lot	100,000

Community Development	
Mark Twain	
Flood control	50,000
Community Center	25,000
Lockwood	
Flood control	30,000
Community Center	30,000
Community garden	10,000
TRI	
County road repair	500,000
County drainage and erosion	100,000
Communications	
Cassidian Patriot Vesta	180,000
Painted Rock	
Bridge repair	25,000

These are not to exceed totals with the possibility of *the Board changing the cost estimates and* financing coming from other sources. ~~Total estimate for this plan is \$7,605,000.~~

Proposed on _____, 2014.

by Commissioner _____

Passed on _____, 2014.

Vote: Ayes	Commissioners	_____

Nays	Commissioners	_____

Absent Commissioners

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2014.

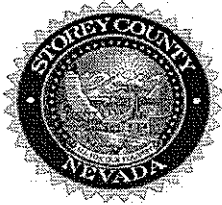
Storey County Infrastructure Tax Plan of Projects

The Board on January 21, 2014 adopted a plan of projects for expenditures out of the Infrastructure Special Revenue Fund.

The Board on September 16, 2014 amended the plan to delete the Justice Court building purchase, change the name of the Gallagher/Clark renovation to the Courthouse parking lot renovation and change the estimated cost to \$750,000, and add a 10-year sunset date of January 20, 2024. The Board also approved expenditure of funds for the Five Mile Reservoir restoration, the Divide Reservoir restoration, the Gallagher/Clark lot purchase, and \$21,000 for the courthouse parking lot renovation. The current projects are:

Public Works, Water	Estimated cost
Replacement Lakeview water line	3,000,000
Five Mile Reservoir	300,000
Divide Reservoir restoration	80,000
Building and Grounds	
V & T Depot purchase	600,000
V&T restoration	300,000
Gold Hill Depot restoration	250,000
Court House remodel	250,000
Fire Station #72 purchase	250,000
DA/Sheriff Building purchase	300,000
Land Purchases	
Gallagher/Clark lot	250,000
Courthouse parking lot renovation	750,000
Eaton's lot	100,000
Eaton's lot renovation	100,000
Curtis lot	100,000
Community Development	
Mark Twain	
Flood control	50,000
Community Center	25,000
Lockwood	
Flood control	30,000
Community Center	30,000
Community garden	10,000
TRI	
County road repair	500,000
County drainage and erosion	100,000
Communications	
Cassidian Patriot Vesta	180,000
Painted Rock	
Bridge repair	25,000

These are not to exceed totals with the possibility of the Board changing the cost estimates and financing coming from other sources. This plan sunsets on January 20, 2024.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 7, 2014

Estimate of time required: 15-20 minutes

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

1. **Title:** Retired Senior Volunteer Program (RSVP) Update on activities in Storey County

2. **Recommended motion:** *NONE AS THIS IS AN ITEM FOR DISCUSSION ONLY*

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** RSVP's mission is to provide high impact independent living programs for low-income and homebound seniors to assist them to remain independent and in their own homes for as long as possible with dignity. RSVP offers a comprehensive support system to seniors and disabled persons that provide services. In addition to the independent living programs, RSVP recruits volunteers to serve community, non-profit organizations, agencies and institutions such as hospitals, police departments, senior centers, museums; food banks and more. Storey County has provided funding to RSVP for many years which has allowed RSVP to continue to provide the assistance needed to seniors in our communities.

5. **Supporting materials:** Storey County Progress Report from RSVP

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

A handwritten signature in black ink, appearing to be "JH", is written over the printed name "District Attorney".

District Attorney

8. **Reviewed by:**

A handwritten signature in black ink, appearing to be "CWN", is written over the printed name "Department Head".

Department Name: Commissioner's Office

A handwritten signature in black ink, appearing to be "RWN", is written over the printed name "County Manager".

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

During the reporting period of July 1, 2013 thru June 31, 2014 the Nevada Rural Counties Retired Senior Volunteer Program (RSVP) provided the direct service programs listed below to Storey County Seniors and disabled persons 18 and older. During this time frame 35 RSVP volunteers provided 4,257 volunteer hours in Storey County.

- **36 CLIENTS RECEIVED 750 RIDES FOR MEDICAL/SHOPPING, ETC. FROM RSVP VOLUNTEERS.**
- **16 SENIORS RECEIVED 94 HOURS HOME COMPANIONSHIP SERVICES.**
- **23 SENIORS RECEIVED 25 HOURS OF RSVP CARE LAW PRO BONO LEGAL ASSISTANCE.**
- **30 LOW-INCOME SENIORS RECEIVED FREE FARMERS MARKET COUPONS FOR FRESH FRUITS & VEGETABLES.**
- **14 LIFELINE UNITS WERE PROVIDED TO LOW-INCOME HOMEBOUND SENIORS, INSTALLATION, MAINTENANCE AND REPAIRS.**
- **119 LOW-INCOME HOMEBOUND SENIORS WERE MAINTAINED IN THEIR OWN HOMES BY RSVP VOLUNTEERS PROVIDING THE INDEPENDENT LIVING SERVICES LISTED HERE.**
- RSVP volunteers also give of their time and talents for the good of the communities in which we serve with assistance to federal, state, local government agencies and other non-profit service organizations.

RSVP has two Field Representatives in place in Storey County, one working in Virginia City and the other in the River District community. Although both of our Field Representatives retired from their positions recently, RSVP performed outreach to fill the positions almost immediately. Kathy Bray who is working in Virginia City has been with RSVP for several years and is an experienced Field Representative. Terri Croxton, the new Field Representative in River District displays great enthusiasm and really wants to expand the RSVP program in the community. Mike Reynolds, the RSVP Mobility Manager will be working with Terri on a weekly basis training for transportation as well as assisting her as a Field Representative.

Several sources of outreach have been performed. Brochures and transportation flyers are continually distributed throughout the communities, a news release was placed in the paper as well as an ad for transportation services, Kris Hughes and Susan Haas attended a Volunteer recognition luncheon in River District, Denise Victorine was visiting the Virginia City Senior Center weekly, Kathy Bray attended the National Night Out event and had an RSVP table on display, Susan Haas and Kathy Bray met with Sherri Mendoza to collaborate about ways to expand the RSVP program and have another scheduled September 30th, Kathy Bray attended the Fraternal Order of Eagles Meeting and did a presentation on the programs RSVP offers, while installing a Lifeline unit recently, Kathy Bray also signed the client and caregiver up for Respite services.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: October 7, 2014

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Fire Prevention Week Proclamation

2. **Recommended motion:**

Proclaim October 5-11, 2014 as Fire Prevention Week in Storey County.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:**

Fire Prevention Week (FPW) was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres. The fire began on October 8, but continued into and did most of its damage on October 9, 1871. Virginia City has had similar tragic fires during the same time period. In 1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls. Fire Prevention Week is the longest running public health and safety observance on record. This year's FPW campaign, "Smoke Alarms Save Lives: Test Yours Every Month," provides an ideal opportunity to educate the public about the importance of having working smoke alarms and testing them every month. Storey County is committed to ensuring the safety and security of all those living and visiting in Storey County and we encourage you to do the same and pass this proclamation declaring Fire Prevention Week in Storey County.

5. **Supporting materials:** Proclamation attached

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller


7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 15

STOREY COUNTY PROCLAMATION IN SUPPORT OF FIRE PREVENTION WEEK, October 5-11, 2014

WHEREAS, Storey County is committed to ensuring the safety and security of all those living in and visiting in Storey County,

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, Storey County residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Storey County residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, Storey County residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Storey County first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Storey County residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2014 Fire Prevention Week theme, "Working Smoke Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, Storey County Board of Commissioners do hereby proclaim October 5-11, 2014, as Fire Prevention Week throughout this county, and I urge all the people of Storey County to test their smoke alarms at least every month by pushing the test button, and to support the many public safety activities and efforts of fire and emergency services during Fire Prevention Week 2014.

Passed, approved and adopted this ____ day of _____, 2014, by Storey County Board of County Commissioners.

Attest by:

Marshall McBride, Chairman
Storey County Commissioners

Vanessa Stephens
Storey County Clerk

William Maddox
Storey County District Attorney



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 10/7/14

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16

Storey County Community Development

Business Licensing

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

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

September 29, 2014
Via email

Please add the following item(s) to the **October 7, 2014**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- | | |
|---|------------|
| A. INTELLISOURCE, LLC – General / 3200 USA Parkway (HR for Zulily) | TRI |
| B. AMERICAN EAGLE ELECTRIC, INC. – Contractor / 1055 Industrial Way #6 ~ Sparks (Elect Cont) | |
| C. JOHNCO ENTERPRISES – Contractor / 2875 N Escondido Court ~ Reno (Contractor) | |
| D. FRAZIER MASONRY CORP – Contractor / 747 East Ave L8 ~ Lancaster, CA (Contractor) | |
| E. COMSTOCK PAINTING & HANDYMAN – Contractor / 4450 Lousetown ~ VCH (Contractor) | |
| F. TCR CONSTRUCTION, LLC – Contractor / 3976 Kentwood Court ~ Reno (Contractor) | |
| G. ARDAGH METAL PACKAGING USA, INC. – General / 900 Waltham Way (can mfg) | TRI |
| H. A-Z WELDING & FABRICATION, LLC – General / 1215 Alexandria (welding fab) | TRI |
| I. ROSSCO ENT., dba AP STAINLESS MFG – General / 1215 Alexandria (manufacturing) | TRI |

Inspection Required

cc: Shannon Gardner, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Assessor's Office

Sheriff's Office