



# **STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING**

3/21/2017 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## **AGENDA**

MARSHALL MCBRIDE  
*CHAIRMAN*

ANNE LANGER  
*DISTRICT ATTORNEY*

JACK MCGUFFEY  
*VICE-CHAIRMAN*

LANCE GILMAN  
*COMMISSIONER*

VANESSA STEPHENS  
*CLERK-TREASURER*

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Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. 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.

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

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

Approval of the Agenda for March 21, 2017.

#### 4. **CONSENT AGENDA**

- I For possible action: Approval of contract renewal for Mark Stafford, for services of independent contractor to assess property in Tahoe-Reno Industrial Center.
- II For possible action: Approval to begin the April 4, 2017 Board of County Commissioners meeting at 9:00am to allow adequate time for budget hearings.
- III For possible action: Approval of the Treasurer's report for February 2017.
- IV For possible action: Approval of payroll claims in the amount of \$891,392.03 and accounts payable claims in the amount of \$925,337.23.
- V For possible action: Approval of business licenses first readings:
  - A. R. F. MACDONALD COMPANY - Contractor / 25920 Eden Landing Rd ~ Hayward, CA (boilers)
  - B. DURR ECOCLEAN, INC. - Contractor / 26801 Northwestern Hwy ~ Southfield, MI (ind. machinery)
  - C. EBZ SYSTEC, INC. - General / 22251 Diesel Dr ~ McCalla, AL (supplier)
  - D. WAX ON WAX OFF MOBILE DETAIL - General / 2225 Elcrest Dr. ~ Reno (mobile car wash)
  - E. W.W. CLYDE & CO. - Contractor / 869 North 1500 West ~ Orem, UT (contractor)
  - F. TRADESMEN INTERNATIONAL, LLC - General / 9760 Shepard Rd ~ Macedonia, OH (staffing)
  - G. AUTOMATION LOGISTICS CORP - Contractor / 331 Scarlet Blvd ~ Oldsmar, FL (machine install.)
  - H. Keith Wallace dba A-SNAP - General / PO Box 3293 ~ Turlock, CA (mobile mechanic)
  - I. KING CONSTRUCTION, INC. - Contractor / 2040 Farm District Rd ~ Fernley (construction)
  - J. LADA CUBE, LLC - General / 101 Canary Lane ~ Grand Jet, CO (furniture delivery)
  - K. TEKNO, INC. - Contractor / One Wall Street ~ Cave City, KY (automation equip.)
  - L. BASTIAN AUTOMATION ENG., LLC - General / 10585 N. Meridian ~ Indianapolis, IN (equip sales)
  - M. BANNER INDUSTRIES OF N.E., INC. - General / 1 Industrial Drive ~ Danvers, MA (distribution)
  - N. TRUMPF, INC. - Contractor / 111 Hyde Rd ~ Farmington, CT (mfg equip)
  - O. NEVADA BARRICADE & SIGN CO., INC. / Contractor - PO Box 20459 ~ Reno (road const.)
  - P. CME PROFESSIONAL SVCS., LLC / General -- 7100 Cave Creek Rd ~ Cave Creek, AZ (staffing)
  - Q. INDUSTRIAL KINETICS, INC. - Professional / 2535 Curtiss St ~ Downers Grove, IL (matl handl equip)

R. KDDI AMERICA, INC. – General / 21241 S. Western Ave ~ Torrance, CA  
(translation svcs.)  
S. UL, LLC – General / 333 Pfingsten Road ~ Northbrook, IL (safety training)  
T. BLACK GOLD INDUSTRIES dba BGII – Transportation / 527 North Rice Ave ~  
Oxnard, CA (hazardous waste transportation)  
U. OUT WEST BUILDINGS, LLC – General / 7450 Reno Hwy ~ Fallon (deliver  
portable sheds)  
V. HIRATA CORPORATION OF AMERICA – Contractor / 5625 Decatur Blvd ~  
Indianapolis, IN (equipment manufacturing)

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

6. **DISCUSSION ONLY (No Action):**

Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County. Specific bills will include SB 57 which staff has expressed full support.

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

8. **DISCUSSION/POSSIBLE ACTION:**

Accept bid submitted by Corrie Zam-Northan and A. Perry in the amount of \$11,000.00 to design and create a wall mural in the Courthouse Slammer & Museum along the upper west and north walls. Also, authorize the County Manager and District Attorney to execute a contract to facilitate this.

9. **DISCUSSION/POSSIBLE ACTION:**

Application for refund of property taxes in the amount of \$19,189.58, requested by Stormo Investments LLC. *Supporting documents can be found at:*  
[http://storeycounty.org/AgendaCenter/ViewFile/Agenda/\\_03212017-694](http://storeycounty.org/AgendaCenter/ViewFile/Agenda/_03212017-694)

10. **RECESS TO CONVENE AS THE 474 FIRE DISTRICT BOARD**

11. **DISCUSSION/POSSIBLE ACTION:**

Storey County Fire Protection District agreement with the Nevada Division of Forestry for participation in the Wildland Fire Protection Program (WFPP).

12. **DISCUSSION/POSSIBLE ACTION:**

Consent agreement and mutual release between Storey County Fire Protection District and James Hardie Building Products settling disputed fire code violations.

13. **ADJOURN TO RECONVENE AS THE BOARD OF COMMISSIONER**

14. **DISCUSSION/POSSIBLE ACTION:**

Business Licenses Second Readings:

A. COBHAM WIRELESS – Professional / 15950 N Dallas Pkwy ~ Dallas, TX  
(consulting)

B. VISOTEC AMERICA – Contractor / 1955 Vaughn Road ~ Kennesaw, GA  
(equipment)

C. CAPITOL BUILDERS HARDWARE, INC. – Contractor / 4699 24th St ~  
Sacramento (contractor)

D. TEKNO IC-DISC, INC. – Contractor / 2654 W Horizon Ridge ~ Henderson, NV  
(equipment)

E. NEDCON USA, INC. – Contractor / 10053 Simonson Rd ~ Harrison, OH (racking)

F. WEDCO, INC. – General / 450 Toano Street ~ Reno (distributor)

G. MATSUI MACHINE, LTD – Contractor / 4-10-11 Kawaguchi Osaka-shi JAPAN  
(machinery)

H. MITSUBISHI CHEMICAL ENGINEERING CORP. – Professional / 2-2 Nihonbashi  
Tokyo JAPAN

I. ROBERT MCKINNEY-LISA MCKINNEY dba The Power Company – Contractor /  
25 Brushland Court ~ Reno (electrical contractor)

J. MAAK CORPORATION – Professional / 401 Ryland ~ Reno (consultant)

K. TEAMTECHNIK CORPORATION – Contractor / 5155 Sugarloaf Pkwy ~  
Lawrenceville, GA (equip)

L. NORTHERN ELECTRIC, INC. – Contractor / 12789 Emerson St ~ Thornton, CO  
(contractor)

M. SYSTEM7, INC. – Professional / 301-B North Detroit ~ West Liberty, OH  
(consultant)

N. PANASONIC INDUSTRIAL DEVICES ENGINEERING CO., LTD – Professional /  
800 Higashiyama Toyama, JAPAN (consultant)

O. TECH USA, LLC – General / 8334 Veterans Hwy ~ Millersville, MD (staffing)

P. SIERRA SCALES, LLC – Home Business / 237 Martin Lane ~ Dayton (home office  
only)

Q. EFFICIENT INDUSTRIAL INSTALLATION, LLC – Contractor / 3608 Esper ~ El  
Paso (equipment)

R. NEW EARTH CONCEPTS – Professional / 801 Belfair Ave ~ Orting, WA  
(consultant)

S. MALEKO PERSONNEL – General / 32108 Alvarado Blvd ~ Union City, CA  
(staffing)

T. TEMARRY RECYCLING, INC. – General / 476 Tecate Rd ~ Tecate, CA (on-site  
recycling)

15. **CORRESPONDENCE**

Storey County Fire Protection District Report for February 2017.

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

17. **ADJOURNMENT**

18. **CLOSED SESSION**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227 and Storey County Sheriff's Office Employees Association NAFPO Local 9110. This meeting will commence immediately following the regular commission meeting.

**NOTICE:**

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

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

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

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

#### **CERTIFICATION OF POSTING**

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 3/15/2017; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By \_\_\_\_\_  
Vanessa Stephens Clerk-Treasurer



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 3/21/17

**Estimate of time required:** 1 min

**Agenda:** Consent ☒ Regular agenda ☐ Public hearing required ☐

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1. **Title:** Mark Stafford Contract Approval

2. **Recommended motion** Approve

3. **Prepared by:** Jana Seddon

**Department:** Assessor

**Telephone:** 775-847-0961

4. **Staff summary:**

5. **Supporting materials:** See Attached

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

A handwritten signature in blue ink, appearing to be "Jana Seddon", is written over the lines for the Department Head and County Manager.

\_\_\_\_ Department Head

Department Name: Commissioner's Office

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4I

**EXTENSION OF CONTRACT FOR SERVICES  
OF INDEPENDENT CONTRACTOR  
TO ASSESS PROPERTY IN  
TAHOE-RENO INDUSTRIAL CENTER**

A Contract Between Storey County, Nevada  
Acting By and Through Its

Board of County Commissioners  
P.O. Box 176 Virginia City, NV 89440  
Phone: (775) 847-0968 Fax: (775) 847-0949

And

Mark Stafford Real Estate Appraiser  
685 Sienna Park Ct., Reno, NV 89512  
775-750-9078

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of Storey County;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Board of County Commissioners.

2. DEFINITIONS. "County" means the County of Storey, a political subdivision of the State of Nevada. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from January 1, 2017 to December 31, 2021, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be 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 specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	COUNTY SOLICITATION OR RFP;
ATTACHMENT B:	INSURANCE SCHEDULE; AND
ATTACHMENT C:	CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any County specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) with the total Contract or installments payable: semimonthly upon receipt of invoice. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to an appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of the Board of County Commissioners's appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Board of County Commissioners, state and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for County-employed attorneys.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum value. Contractor's tort liability shall not be limited.

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

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or 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 the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment B, incorporated hereto by attachment. The County shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract and the County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment B, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the County of the completion of this Contract; or
2. Such time as the insurance is no longer required by the County under the terms of this Contract; whichever occurs later. Any insurance or self-insurance available to the County shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the County, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the County, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the County.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of Contractor. The certificate must name the County, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The County project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the County with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

**PROOF OF INSURANCE IS HEREBY WAIVED BY COUNTY**

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, subsection a above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by

statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the County.

21. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Seventh Judicial District Court, Storey, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners.

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

  
\_\_\_\_\_  
Independent Contractor's Signature      Feb. 14, 2017  
Date

Owner, Mark Stafford Real Estate Appraiser  
\_\_\_\_\_  
Independent's Contractor's Title

APPROVED BY BOARD OF STOREY COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature – County Commission Chairman

On \_\_\_\_\_  
(Date)

Approved as to form by:

\_\_\_\_\_  
Storey County District Attorney

On \_\_\_\_\_  
(Date)

ATTEST: \_\_\_\_\_  
Clerk of the Board

On \_\_\_\_\_  
(Date)

ATTACHMENT A  
SOLICITATION OR RFP #

---

**SOLICITATION BASED ON PREVIOUS WORK WITH THIS  
CONTRACTOR ON IDENTICAL PROJECT**

ATTACHMENT B  
INSURANCE SCHEDULE

(Insert appropriate contract insurance schedules)

**PROOF OF INSURANCE IS WAIVED BY COUNTY**

ATTACHMENT C  
CONTRACTOR'S RESPONSE

**(See attached 2 page copy of response received from contractor to do the work requested)**

**Mark Stafford Real Estate Appraiser**  
**Proposal for continued services**

**Tasks to be performed:**

1. Conduct appraisals and re-appraisals of land and improvements for tax assessment purposes in the Tahoe-Reno Industrial Center (TRIC).
2. Assess new construction, building additions and tenant improvements in TRIC through review of building permit activity, property inspections and other investigations throughout the fiscal year.
3. Develop revised land valuations resulting from land splits, subdivision of lands, parcel combinations and improvements to land occurring in TRIC.
4. Provide written and oral testimony before County and State Boards of Equalization for appeals related to property assessments developed by Mark Stafford Real Estate Appraiser.
5. Supply other assistance related to the valuation of real and personal property in TRIC as may be deemed necessary by the Storey County Assessor and Mark Stafford Real Estate Appraiser.
6. Complete other valuation and consulting assignments outside of TRIC as may be mutually agreed upon between the Storey County Assessor and Mark Stafford Real Estate Appraiser.

## Fee Schedule

Payment Schedule and Conditions Storey County may be billed monthly, or quarterly, for services rendered during the previous time period based on a detailed list of activities and resulting expenses according to this schedule:

Basic Hourly Rate	\$75.00 per hour
Preparation for CBE/SBE	\$115.00 per hour
Testimony and Stand-By	\$150.00 per hour
Per Diem	County Rate*
Copies/duplication	Actual Cost
Marshall-Swift job charges	Actual Cost

\*If Contractor is required to testify before any County or State Boards of Equalization outside of Storey, Carson City, or Washoe counties, the prevailing County per diem rate shall apply, except that hotel/motel expenses shall be compensated at the actual rate, and that nightly rate shall not to exceed \$150.00.

The total aggregate billings for all services plus any Per Diem charges within any fiscal year shall not exceed a total amount of Twenty-Five Thousand Dollars (\$25,000.00).



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** March 21, 2017      **Estimate of time required:** 0.

**Agenda:** Consent ☒ Regular agenda ☐ Public hearing required ☐

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1. **Title:** For possible approval: Treasurer's Report for February 2017.

2. **Recommended motion:** Approve as part of consent agenda.

3. **Prepared by:** Vanessa Stephens

**Department:** Clerk & Treasurer

**Telephone:** 847-0969

4. **Staff summary:** Monthly Treasurer's Report.

5. **Supporting materials:** Attached

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

Funds Available:

Fund:

\_\_\_\_ Comptroller

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

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name: Clerk & Treasurer

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4 III



Report No: Br1762  
 Run Date : 03/10/17 Run Time : 14:43:12  
 STOREY COUNTY  
 TREASURER'S ACCOUNTING  
 Outstanding Checks  
 Check# 1 Through 999999  
 From 0/00/00 - 2/28/17  
 Amount

Tp	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check Date	Amount
CK	81922	199	403959	BENDER, DEBORAH		4/17/15	60.00
CK	81937	199	404621	EVANS, CHAD		4/17/15	16.91
CK	81973	199	404619	SEAY, JOHN		4/17/15	39.75
CK	82404	199	403382	DUFRESNE, JOHN		6/12/15	90.00
CK	82475	199	404670	PIPER, LINDA & BARRY		6/12/15	86.05
CK	82591	199	404676	JEFFCOAT, HUGH		6/26/15	90.18
CK	82917	199	403938	THREE GGG INC		7/24/15	78.00
CK	83250	199	404736	HOBSON, TABITHA		9/04/15	75.00
CK	83390	199	404697	MURRAY, ANN MARIE ARAGON		9/18/15	14.08
CK	84999	199	403677	CORELOGIC INC		3/18/16	801.00
CK	85416	199	404769	MACKAY MANSION MUSEUM		4/29/16	60.00
CK	85761	199	404873	LYNCH, TERRIE		6/10/16	25.34
CK	85953	199	403938	THREE GGG INC		6/24/16	39.00
CK	86021	199	404895	HARLOW, TONYA		7/08/16	100.00
CK	86073	199	101256	NEVADA, GRAZING BOARD		7/08/16	15.19
CK	86195	199	404908	HAWKINS, JASON		7/22/16	19.93
CK	86449	199	404936	BUIST, BOBBIE JO		8/19/16	29.62
CK	86494	199	404769	MACKAY MANSION MUSEUM		8/19/16	310.00
CK	86538	199	101717	ST CO SCHOOL DISTRICT		8/19/16	46.00
CK	86611	199	103340	INNOVATIVE IMPRESSIONS		9/02/16	46.00
CK	86624	199	404953	LEIGHTON, GLENN & CELESTE		9/02/16	8.43
CK	86676	199	403892	SUN PEAK ENTERPRISES		9/02/16	2,344.00
CK	86738	199	100877	HAYMORE, DEAN		9/16/16	14.00
CK	86743	199	103340	INNOVATIVE IMPRESSIONS		9/16/16	46.00
CK	86889	199	101630	SIERRA PACIFIC POWER CO		9/30/16	10,192.86
CK	86966	199	404769	MACKAY MANSION MUSEUM		10/14/16	2,468.11
CK	86967	199	404663	MADISON, SCOTT & LISA		10/14/16	2,348.47
CK	87145	199	403892	SUN PEAK ENTERPRISES		10/27/16	1,768.00
CK	87439	199	103247	COSTCO WHOLESALE MEMBERSH		12/09/16	624.69
CK	87448	199	403082	GALLAGHER, HUGH III		12/09/16	1,205.82
CK	87534	199	404818	TEST NOTICE LLC		12/09/16	25.00
CK	87540	199	405005	VANHAVEL, JASON		12/09/16	40.87
CK	87593	199	403834	IT1 SOURCE LLC		12/23/16	2,204.43
CK	87596	199	404562	KOLKER, DAVID LEWIS		12/23/16	384.00
CK	87757	199	403893	VIRGINIA CITY TOURS INC		1/06/17	300.00
CK	87803	199	403082	GALLAGHER, HUGH III		1/20/17	60.68
CK	87794	199	405021	HENLEY, MARK		1/20/17	24.00
CK	87859	199	403893	VIRGINIA CITY TOURS INC		1/20/17	142.00
CK	87878	199	103061	ASSESSOR'S ASSOC OF NEV		2/03/17	140.00
CK	87888	199	100670	CFOA		2/03/17	100.00
CK	87912	199	404561	GRIMM, JUSTIN LEIGH		2/03/17	285.95
CK	87913	199	404804	HAMMOND, MITCH		2/03/17	6,875.10
CK	87916	199	100909	HESS, GREG JR		2/03/17	27.45
CK	87935	199	403629	MIGAN, TAMARA		2/03/17	27.45
CK	87936	199	103353	MILLER, JAMES		2/03/17	54.00
CK	87952	199	402987	OSBORNE, AUSTIN		2/03/17	29.34
CK	87955	199	403895	PETRINI, ANGELO D		2/03/17	10.00
CK	87991	199	405034	BADEN, JASON		2/17/17	105.00
CK	87992	199	404634	BRANDON, RUSSELL D		2/17/17	60.00
CK	87993	199	403671	BURRELL, SCOTT LEWIS		2/17/17	219.00
CK	88002	199	405037	CLARKSON, MARK		2/17/17	9.00
CK	88035	199	404769	MACKAY MANSION MUSEUM		2/17/17	55.00
CK	88037	199	404282	MCCELLISTREN, JOSEPH		2/17/17	1,050.00
CK	88041	199	403629	MIGAN, TAMARA		2/17/17	26.00

Report No: Br1762  
Run Date : 03/10/17 Run Time : 14:43:12

STOREY COUNTY  
TREASURER'S ACCOUNTING  
Outstanding Checks  
1 Through 999999

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check Date	Amount
CK	88049	199 00	404682	NEV DEPT OF CONSERVATION		2/17/17	216.11
CK	88052	199 00	101241	NEV PUBLIC AGENCY INS PL		2/17/17	27,405.53
CK	88055	199 00	101209	NEVADA DISTRICT ATTORNEYS		2/17/17	125.00
CK	88056	199 00	103451	NEVADA JUDGES OF LIMITED		2/17/17	250.00
CK	88059	199 00	101274	NEVADA SPEEDOMETER SERVIC		2/17/17	342.50
CK	88060	199 00	101362	NEXTEL OF CALIFORNIA INC		2/17/17	2,119.46
CK	88064	199 00	404983	PACIFIC CREST UNIFORM CO		2/17/17	1,668.00
CK	88065	199 00	403895	PETRINI, ANGELO D		2/17/17	52.00
CK	88071	199 00	102589	PUBLIC AGENCY COMPENSATIO		2/17/17	124,851.75
CK	88075	199 00	403943	RENO TAHOE TERRITORY		2/17/17	150.00
CK	88089	199 00	404615	THE ANTOS AGENCY		2/17/17	60.00
CK	88098	199 00	403893	VIRGINIA CITY TOURS INC		2/17/17	304.00
				Type Total:			191,013.60
PR	34231	199 00	900615	SHERIFF FEE COLLECTION/GA		8/15/14	10.71
PR	34705	199 00	900201	COLONIAL LIFE INS. 125		8/14/15	50.73
PR	34774	199 00	900107	MEDICAL/EMPLOYEE BUYUP		10/09/15	1,143.53
PR	35013	199 00	900113	LIFE INSURANCE		4/08/16	736.93
PR	35194	199 00	1219	HESS, COLT		7/15/16	486.27
PR	35465	199 00	900501	FIRE FIGHTER ASSOC #4227		1/27/17	1,410.00
PR	35488	199 00	112	HESS, GREG J		2/10/17	1,013.22
PR	35500	199 00	900307	EMPDDED/WASH INS AFTER TAX		2/24/17	619.56
PR	35502	199 00	900402	AFSCME/UNION DUES		2/24/17	479.00
PR	35503	199 00	900501	FIRE FIGHTER ASSOC #4227		2/24/17	1,410.00
				Type Total:			7,359.95
				Bank Total:			198,373.55
				Total:			198,373.55

## FEBRUARY 2017

TREASURER	001 GENERAL	001-500 INDUST GID	150 SCH OP	160 SCH DB	060 CAP AQU	170 STATE	010 IND MED	185 IND ACC	001 YOUTH	250 FIRE/EMER	001 PENALTIES	001-34104 A/R 6%	001-36506 OVRPMT	165 A/R 2%	TOTAL
2005/2006															\$ -
2006/2007															\$ -
2007/2008															\$ -
2008/2009															\$ -
2009/2010	\$ 181.68		\$ 77.66	\$ 15.01	\$ 5.19	\$ 17.63	\$ 3.12	\$ 1.55	\$ 0.46	\$ 56.49	\$ 54.85				\$ 413.64
2010/2011															\$ -
2011/2012															\$ -
2012/2013															\$ -
2013/2014	\$ 108.19		\$ 45.79	\$ 8.82	\$ 3.05	\$ 10.38	\$ 0.62	\$ 0.93	\$ 0.28	\$ 33.26	\$ 158.90				\$ -
Special Assess															
Total 2013/2014	\$ 108.19	\$ -	\$ 45.79	\$ 8.82	\$ 3.05	\$ 10.38	\$ 0.62	\$ 0.93	\$ 0.28	\$ 33.26	\$ 158.90				\$ 370.22
2014/2015	\$ 177.53		\$ 75.17	\$ 14.66	\$ 4.98	\$ 17.03	\$ 0.98	\$ 1.49	\$ 0.49	\$ 54.55	\$ 110.91				\$ -
2014/2015															
Subtotal	\$ 467.40	\$ -	\$ 198.62	\$ 38.49	\$ 13.22	\$ 45.04	\$ 4.72	\$ 3.97	\$ 1.23	\$ 144.30	\$ 324.66				\$ 457.79
2015/2016	\$ 667.33		\$ 281.24	\$ 55.03	\$ 18.71	\$ 63.97	\$ 3.79	\$ 5.66	\$ 1.98	\$ 204.88	\$ 270.19				\$ 1,241.65
Special Assess	\$ 37.92		\$ 16.05	\$ 3.10	\$ 1.07	\$ 3.64	\$ 0.21	\$ 0.32	\$ 0.10	\$ 11.65					\$ 1,572.78
2015/2016	\$ 705.25		\$ 297.29	\$ 58.13	\$ 19.78	\$ 67.61	\$ 4.00	\$ 5.98	\$ 2.08	\$ 216.53	\$ 270.19	\$ -	\$ -	\$ -	\$ 74.06
TOTAL PRIOR	\$ 1,172.65	\$ -	\$ 495.91	\$ 96.62	\$ 33.00	\$ 112.65	\$ 8.72	\$ 9.95	\$ 3.31	\$ 360.83	\$ 594.85	\$ -	\$ -	\$ -	\$ 1,646.84
2016/2017	\$ 93,364.15	\$ 191,701.70	\$ 120,640.06	\$ 23,251.83	\$ 8,015.40	\$ 27,322.00	\$ 1,582.13	\$ 2,393.68	\$ 705.11	\$ 87,608.19	\$ 2,329.11				\$ 558,913.36
Special Assess	\$ 91.42		\$ 38.70	\$ 7.47	\$ 2.58	\$ 8.77	\$ 0.52	\$ 0.77	\$ 0.23	\$ 28.10					\$ 178.56
TOTAL 16/17	\$ 93,455.57	\$ 191,701.70	\$ 120,678.76	\$ 23,259.30	\$ 8,017.98	\$ 27,330.77	\$ 1,582.65	\$ 2,394.45	\$ 705.34	\$ 87,636.29	\$ 2,329.11	\$ -	\$ -	\$ -	\$ 559,091.92
TOTAL SECURED	\$ 94,628.22	\$ 191,701.70	\$ 121,174.67	\$ 23,355.92	\$ 8,050.98	\$ 27,443.42	\$ 1,591.37	\$ 2,404.40	\$ 708.65	\$ 87,997.12	\$ 2,923.96	\$ -	\$ 23.89	\$ -	\$ 562,004.30
Refund Secured															\$ -
REPORT TOTALS	\$ 94,628.22	\$ 191,701.70	\$ 121,174.67	\$ 23,355.92	\$ 8,050.98	\$ 27,443.42	\$ 1,591.37	\$ 2,404.40	\$ 708.65	\$ 87,997.12	\$ 2,923.96	\$ -	\$ 23.89	\$ -	\$ 562,004.30
ASSESSOR															
2013/2014															\$ -
2014/2015															\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015/2016	\$ 44.36		\$ 18.78	\$ 2.83	\$ 1.25	\$ 4.23	\$ 0.26	\$ 0.41	\$ 0.12	\$ 13.67	\$ 13.05	\$ 5.59	\$ -	\$ 1.87	\$ 106.42
TOTAL PRIOR	\$ 44.36	\$ -	\$ 18.78	\$ 2.83	\$ 1.25	\$ 4.23	\$ 0.26	\$ 0.41	\$ 0.12	\$ 13.67	\$ 13.05	\$ 5.59	\$ -	\$ 1.87	\$ 106.42
2016/2017	\$ 197,856.28	\$ 24,926.92	\$ 94,298.24	\$ 18,193.55	\$ 6,284.81	\$ 21,373.85	\$ 1,257.40	\$ 1,886.09	\$ 565.69	\$ 68,473.07	\$ 37,562.62	\$ 28,377.10	\$ 9,459.03	\$ -	\$ 510,514.65
Overpayment															
TOTAL UNSEC	\$ 197,900.64	\$ 24,926.92	\$ 94,317.02	\$ 18,196.38	\$ 6,286.06	\$ 21,378.08	\$ 1,257.66	\$ 1,886.50	\$ 565.81	\$ 68,486.74	\$ 37,575.67	\$ 28,382.69	\$ -	\$ 9,460.90	\$ 510,621.07
MISC															
PX,PC DIST	\$ 108,899.24		\$ 46,094.27	\$ 8,893.12	\$ 3,072.95	\$ -	\$ 614.59	\$ 921.89	\$ 276.57	\$ 33,470.59	\$ -	\$ -	\$ -	\$ -	\$ 202,243.22
MX DIST					\$ -										\$ -
PX DIST	\$ 455,768.16		\$ 192,915.02	\$ 37,219.74	\$ 12,861.00		\$ 2,572.20	\$ 3,858.30	\$ 1,157.49	\$ 140,082.02					\$ 846,433.93
PC DIST		\$ -													\$ -
GRAND TOTAL	\$ 857,196.26	\$ 216,628.62	\$ 454,500.98	\$ 87,665.16	\$ 30,270.99	\$ 48,821.50	\$ 6,035.82	\$ 9,071.09	\$ 2,708.52	\$ 330,036.47	\$ 40,499.63	\$ 28,382.69	\$ 23.89	\$ 9,460.90	\$ 2,121,302.57



## Storey County Board of County Commissioners

### Agenda Action Report

**Meeting date:** March 21, 2017

**Estimate of time required:** 0 min

**Agenda:** Consent ☒ Regular agenda ☐ Public hearing required ☐

---

For possible approval: For possible action: Approval of payroll claims in the amount of \$891,392.03 and accounts payable claims in the amount of \$925,337.23.

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

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

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 4 IV

Payroll Type: Regular      Check Date: 02/24/17      Period-end Date: 02/19/17  
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ DD #	Emp #/ Ded #	Payee	Amount
Total User Transfer for EFTPS:			
			53,110.19
Total Deductor Checks:			
			10,827.31
Total Employee Checks:			
			1,013.22
Total Employee Direct Deposit:			
			263,385.91
Total Employee Deds Xferd on Dir Dep File:			
			10,855.02
Total User Transfer to Deductor:			
			39,154.24
Total Disbursed:			
			378,345.89

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

STOREY COUNTY PAYROLL SYSTEM  
Check Register

Rept: PR0510A  
Run: 03/07/17 13:15:48

Payroll Type: Regular      Check Date: 03/10/17      Period-end Date: 03/05/17  
Payroll Groups: 1 2 3 4 5 6 7 8 9

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			59,290.40
Total Deductor Checks:			116,237.83
Total Employee Checks:			1,013.22
Total Employee Direct Deposit:			281,127.48
Total Employee Deds Xferd on Dir Dep File:			10,435.02
Total User Transfer to Deductor:			42,574.84
Total Disbursed:			510,678.79

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
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COMPTROLLER

TREASURER

Payroll Type: Special      Check Date: 03/08/17      Period-end Date: 03/08/17  
Payroll Groups: 4

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			244.03
Total Deductor Checks:			.00
Total Employee Checks:			1,757.78
Total Employee Direct Deposit:			.00
Total Employee Deds Xferd on Dir Dep File:			.00
Total User Transfer to Deductor:			365.54
Total Disbursed:			2,367.35

Approved by the Storey County Board of Commissioners: \_\_\_\_\_

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

STOREY COUNTY  
CHECK REGISTER 3/03/17

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88104	ALSCO INC	ST 71 LAUNDRY		3/03/17	79852	10.60	
		ST 72 LAUNDRY		3/03/17	79852	8.77	
		ST 75 LAUNDRY		3/03/17	79852	16.52	
		ST 74 LAUNDRY		3/03/17	79852	10.52	
		SHOP		3/03/17	79781	69.94	
		SHOP		3/03/17	79781	80.14	
		CH		3/03/17	79781	37.30	233.79
88105	AMERICAS PROPANE LP	ACCT 201039552		3/03/17	79819	596.34	596.34
88106	ARROYO, AUGGIE	PALS REFRESHER		3/03/17	79851	50.00	50.00
88107	B & T SALES & SERVICE INC	TRI FUEL- SERV CALL 1/3		3/03/17	79896	162.13	
		TRI FUEL- SERV CALL 1/3		3/03/17	79896	81.07	243.20
88108	BERRY ENTERPRISES	RADIO REPAIR		3/03/17	79853	45.00	
		POND/QUANTAR REPLACE		3/03/17	79849	1,324.00	
		POND WORK		3/03/17	79849	1,766.00	
		CABLE REPAIR/SO		3/03/17	79849	816.00	3,951.00
88109	BPE SCREEN PRINTING AND	UNIFORMS		3/03/17	79835	20.00	
		PUBLIC ADMIN		3/03/17	79835	40.00	60.00
88110	BRANDON, RUSSELL D	FEB 9-22, 2017		3/03/17	79820	127.50	127.50
88111	BURRELL, SCOTT LEWIS	1705- AMES- SERV. CALL		3/03/17	79780	109.00	109.00
88112	C & W LOCK, GLASS & SAFE	PW63742 4WD SWITCH		3/03/17	79782	28.53	
		PW66984 PLUGS,WIRE,CAP,RO		3/03/17	79782	133.01	
		T-71 BRKT. LED		3/03/17	79782	31.16	
		FR63568- FILTERS		3/03/17	79782	45.16	
		FR63568 FILTER		3/03/17	79782	32.39	
		FR63568 UBOLT		3/03/17	79782	23.96	
		FR63568- EXHAUST ELBOW		3/03/17	79782	30.89	
		FR63568- FILTER		3/03/17	79782	53.29	
		SHOP- SILICONE		3/03/17	79782	23.99	402.38
88114	CAPITAL FORD INC	SO68575- WHEEL ASSY		3/03/17	79783	179.08	179.08
88115	CARSON SMALL ENGINES	SHEAR BOLT		3/03/17	79806	22.20	22.20
88116	CELLCO PARTNERSHIP	INV 9779873232 WIFI 2/06		3/03/17	79903	40.01	
		ACCT 942037802-00001		3/03/17	79854	40.01	
		ACCT 942057617-00001		3/03/17	79854	400.10	
		472264312-00001 PLANT		3/03/17	79784	25.44	
		772263062-00001 IPAD		3/03/17	79784	402.69	
		775-443-5802 P WHITTEN		3/03/17	79836	40.01	
		HUGHS PHONE		3/03/17	79838	40.01	
		972520095-00001 AIRCARD		3/03/17	79807	5.02	993.29
88117	CENTRAL SANITARY SUPPLY	RESTROOM SUPPLIES		3/03/17	79821	63.61	
		RESTROOM SUPPLIES		3/03/17	79821	47.94	111.55
88118	CHARM-TEX						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88119	CINDERLITE TRUCKING CORP	MOPS, BROOMS, DUSTPANS		3/03/17	79891	192.78	192.78
		NVFLOOD17		3/03/17	79843	420.00	
		NVFLOOD17		3/03/17	79843	577.50	
		NVFLOOD17		3/03/17	79843	826.58	1,824.08
88120	COLLECTION SERVICE OF NEW	GARNISHMENT DISBURSED		3/03/17	79883	136.08	
		GARNISHMENT DISBURSED		3/03/17	79883	131.27	267.35
88121	COMMUNITY CHEST INC	PROGRAM SUPPORT MARCH2017		3/03/17	79808	11,833.33	
		VSU STOP 51 GRANT		3/03/17	79818	1,181.96	
		VSU STOP 51 GRANT		3/03/17	79818	1,353.38	
		VSU STOP 51 GRANT		3/03/17	79818	1,726.85	
		VSU STOP 51 GRANT		3/03/17	79776	6,666.67	
		VSU STOP 51 GRANT		3/03/17	79818	2,833.04	25,595.23
88122	COMPLETE DOCUM MNGMNT SOL	IMG-FLM RED/URD125144-302		3/03/17	79897	244.94	
		IMG-FLM GRANTR/GRAITE IND		3/03/17	79897	190.10	435.04
88123	CROWN BEVERAGES INC	GIFT SHOP MERCHANDISE		3/03/17	79822	85.80	85.80
88124	CURTIS, JOE	RENTAL CAR- EM CONFERENCE		3/03/17	79811	53.15	
		FLIGHT- EM CONFERENCE		3/03/17	79811	499.88	553.03
88125	DAIHNS USA INC	RENTAL H2O		3/03/17	79901	25.95	25.95
88126	DEUCE NINE LLC	REFLECTIVE GRAPHICS/SO VH		3/03/17	79844	1,415.00	1,415.00
88127	DISH DBS CORPORATION	800PERI LOCKWOOD CENTER		3/03/17	79865	89.03	89.03
88128	KRAVITX, SCHNITZER & JOHN	GARNISHMENT DISBURSED		3/03/17	79884	308.61	
		GARNISHMENT DISBURSED		3/03/17	79884	22.22	330.83
88129	ELLIOTT AUTO SUPPLY INC	FR56340 HOSE ASMB		3/03/17	79785	98.26	
		T-75 DEL 21-900CT		3/03/17	79785	504.88	603.14
88130	FARMER BROS CO	COFFEE- LOCKWOOD CENTER		3/03/17	79812	61.81	61.81
88131	FARR WEST ENGINEERING	CH PARKING LOT, RET WALL		3/03/17	79868	1,527.50	1,527.50
88132	FASSTENAL COMPANY	BATTS FOR TOWEL DISPENSER		3/03/17	79893	27.49	27.49
88133	FERRELLGAS LP	ST 72 PROPANE		3/03/17	79856	713.12	713.12
88134	FIRE SERVICE SPEC & SUPPLY	EQUIPMENT MAINTENTANCE		3/03/17	79855	2,180.00	2,180.00
88135	FLEET HEATING & AIR INCOR	CH LOWER FURNACE		3/03/17	79805	687.00	687.00
88136	GOLDEN GATE/SET PETROLEUM	LW-UNL 184		3/03/17	79786	386.58	
		TRI-UNL 234 / DSL 150		3/03/17	79786	761.35	1,147.93
88137	GRANSBERY, TOM	6.50 X45		3/03/17	79847	292.50	292.50
88138	GREAT BASIN TERMITE & PES	ST 72 PEST CONTROL		3/03/17	79857	65.00	
		ST 71 PEST CONTROL		3/03/17	79857	65.00	
		ST 75 PEST CONTROL		3/03/17	79857	65.00	

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VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

88139

HAT, LTD

ST 74 PEST CONTROL  
LWSC- QUARTERLY

3/03/17  
3/03/17

79857  
79787

65.00  
65.00

325.00

88140

HD SUPPLY CONST SUPPLY LT

NVFLOOD17/HVY EOUPT OP  
ROADS  
ROADS

3/03/17  
3/03/17  
3/03/17

79845  
79788  
79788

3,632.22  
1,357.44  
1,357.44

6,347.10

88141

HOMETOWN HEALTH

FREE CHLORINE REAGENT  
METER PIT PUMPS

3/03/17  
3/03/17

79800  
79800

342.06  
265.92

607.98

88142

HOT SPOT BROADBAND INC

16009041-00053 EVANS  
16009041-00053  
16009041-00053

3/03/17  
3/03/17  
3/03/17

79777  
79777  
79777

552.36  
552.36  
11,148.46

12,253.18

88143

ISI SERVICES CORP

ST72 INTERNET

3/03/17

79876

82.50

82.50

88144

ITS MY COMMUNITY STORE

CORRECTION PATCHES

3/03/17

79889

226.60

226.60

88145

IT1 SOURCE LLC

ECC/VCCC  
DESK/JENIFFER

3/03/17  
3/03/17

79778  
79840

145.00  
1,426.06

1,571.06

88146

JAMES C MCLENNAN MDPC

2200VA APC KIP RECORDER

3/03/17

79875

875.59

875.59

88147

JBP LLC

MARCH2017 HEALTH OFFICER

3/03/17

79810

500.00

500.00

88148

LIFE-ASSIST INC

PW57793 AY-ASA, KITCLEVI

3/03/17

79789

165.76

165.76

88149

LINCOLN NATIONAL LIFE

EMS SUPPLIES

3/03/17

79858

2.47

2.47

88150

LIQUID BLUE EVENTS LLC

RETIREE DENTAL  
RETIREE LIFE

3/03/17  
3/03/17

79871  
79872

964.21  
11.40

975.61

88151

LIQUID BLUE EVENTS LLC

MARCH RETAINER

3/03/17

79823

2,285.00

2,285.00

88152

LOOMIS, KEITH

OYSTER FRY BANK

3/03/17

79824

4,500.00

4,500.00

88153

MA LABORATORIES INC

CLE REINBURSMENT  
CLE REINBURSMENT  
CLE REINBURSMENT  
CLE REINBURSMENT

3/03/17  
3/03/17  
3/03/17  
3/03/17

79815  
79815  
79815  
79815

110.00  
135.00  
45.00  
225.00

515.00

88154

MACKAY MANSION MUSEUM

KATHY PLANNING PC

3/03/17

79882

1,526.01

1,526.01

88155

MARK TWAIN COMMUNITY CTR

FEB 9-22, 2017

3/03/17

79825

65.00

65.00

88156

MCCARTHY, TIMOTHY

MARCH2017 PROGRAM SUPPORT

3/03/17

79809

1,666.67

1,666.67

88157

METRO OFFICE SOLUTIONS IN

OFFICE SUPPLIES

3/03/17

79879

100.00

100.00

BATTERIES LABELS  
OFFICE SUPPLIES  
GEL WRIST REST  
COMMISH BINDERS

3/03/17  
3/03/17  
3/03/17  
3/03/17

79859  
79894  
79894  
79832

27.78  
24.25-  
109.50  
94.00

162.78  
12.98-  
94.02

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88158	MODEL DAIRY LLC	COMMISH BINDERS		3/03/17	79846	33.82	811.83
		HANGING BINDERS		3/03/17	79846	327.16	
88159	MORGAN TIRE OF SACRAMENTO	INMATE MILK		3/03/17	79890	36.76	73.52
		INMATE MILK		3/03/17	79890	36.76	
88160	NATIONAL SHERIFF'S ASSOC	CAT LLOADER-TIRES		3/03/17	79790	6,320.36	6,320.36
88161	NEAL, KIMBERLY	SHERIFF MEMBERSHIP 2018		3/03/17	79888	60.00	60.00
88162	NEV FIRE MARSHAL	LEASE FOR PARKING		3/03/17	79895	1,200.00	1,200.00
88163	NEV RURAL WATER ASSOC	PAC ID 2890 PERMIT		3/03/17	79791	700.00	700.00
88164	NEXTTEL OF CALIFORNIA INC	ANN MEMBERSHP 2017		3/03/17	79792	270.00	270.00
88165	NICHOLS, JAMES	PLANNING COMMISSION		3/03/17	79848	1,509.49	1,509.49
88166	OBIEN, MARTHA	VAR FEE REFUND		3/03/17	79874	100.00	100.00
88167	OFFICE DEPOT INC	REIMBURSE-PHONE BATTERY		3/03/17	79813	19.38	19.38
88168	OFFSITE DATA DEPOT, LLC	MISC OFFICE SUPPLIES		3/03/17	79899	159.20	186.40
		ACID FREE TAPE		3/03/17	79899	27.20	
88169	ON THE SIDE GRAPHICS & SI	COMMUNITY DEVELOPMENT		3/03/17	79779	24.04	301.48
		CLERK OFFICE		3/03/17	79779	277.44	
88170	OPTUMINSIGHT INC	RESERVE RESCUE LETTERING		3/03/17	79860	125.00	383.00
		SLAMMER MUSEUM		3/03/17	79831	258.00	
88171	PEEK BROTHERS CONST INC	CUST 735660 3.75 EA		3/03/17	79902	138.75	138.75
88172	PETERBILT TRUCK PARTS & E	FENCING CH PARKING LOT		3/03/17	79839	23,793.00	23,793.00
88173	PETRINI, ANGELO D	KW704- BLADE		3/03/17	79794	245.59-	245.59
		KW704- BLADE		3/03/17	79794	245.59	
88174	PORTER, JASON & LYUDMYLA	FEB 9-22, 2017		3/03/17	79826	44.00	44.00
88175	POWERPLAN	DEPOSIT REFUND		3/03/17	79793	52.32	52.32
88176	RAD STRATEGIES INC	GRADER- WASHER		3/03/17	79795	8.68	17.90
		GRADER- O-RINGS		3/03/17	79795	9.22	
		DEC EBILAST ZACHLYON DESIG		3/03/17	79775	20.56	
				3/03/17	79775	19.40	
				3/03/17	79775	18.88	
				3/03/17	79775	19.48	
				3/03/17	79775	18.91	
				3/03/17	79827	922.70	
				3/03/17	79827	22.10	
88177	RAY MORGAN CO INC (CA)	CHSTMS PAR,NEW YR EVNT CA		3/03/17	79827	728.02	1,770.05
		FIRE 71 LEASE		3/03/17	79895	46.29	



CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		S C ST OUTDOOR/PAL LIGHT		3/03/17	79799	37.73	
		S C ST UNIT VC		3/03/17	79799	237.27	
		N C ST FIREHS		3/03/17	79799	251.91	
		141 N C ST (TRAINING)		3/03/17	79799	349.10	
		2220 SIX MILE CANYON		3/03/17	79799	1,688.17	
		26 S B ST COURTHOUSE		3/03/17	79799	746.90	
		176 N C ST LIGHTS		3/03/17	79799	70.99	
		342 S C ST LIGHTS		3/03/17	79799	97.13	
		531 S C ST LIGHTS		3/03/17	79799	120.29	
		800 PERI RANCH RD		3/03/17	79799	109.33	
		1705 PERU DR		3/03/17	79799	2,021.01	
		185 N C ST		3/03/17	79799	59.20	
		420 CANYON WAY UNIT B		3/03/17	79799	265.62	
		420 CANYON WY UNIT A		3/03/17	79799	176.57	
		2141 EMPIRE RD VCH PARK		3/03/17	79799	32.32	
		1000 PERI RANCH RD PARK		3/03/17	79799	46.02	
		160 UNION ST/ B OF A		3/03/17	79799	148.14	
		2610 CARTWRIGHT FIREHSE		3/03/17	79799	231.86	9,663.54
88185	SIERRA PACIFIC POWER CO	GOLD HILL POWER EXTENSION		3/03/17	79880	3,000.00	3,000.00
88186	SOUTHERN GLAZERS WINE & S	CEM GIN GIFT SHOP MERCHAN		3/03/17	79828	1,238.10	1,238.10
88187	SPALLONE, DOMINIC J III	CLEANING SUPPLIES		3/03/17	79866	24.00	
88188	ST CO SCHOOL DISTRICT	CAN LINERS		3/03/17	79892	78.55	102.55
88189	STAR2STAR COMMUNICATIONS,	NVFLOOD17		3/03/17	79842	333.82	
88190	STRYKER MEDICAL	NVFLOOD17		3/03/17	79842	352.12	685.94
88191	SUN PEAK ENTERPRISES	SHERIFF		3/03/17	79850	382.61	382.61
88192	T L ASHFORD & ASSOCIATES	R75 MAINTENANCE		3/03/17	79862	707.66	707.66
88193	THE ROASTING HOUSE	FEB 9-22, 2017		3/03/17	79829	102.00	
88194	THOMAS PETROLEUM LLC	VCH-REG 101		3/03/17	79829	22.00	
88195	TIMELY TESTING LTD	RANDOM COLLECTION		3/03/17	79829	504.00	628.00
88196	TITAN CONSTR SUPPLY, INC	PW-REG 1501 / DSL 688		3/03/17	79900	295.00	295.00
88197	UNITED FINANCE INDUSTRIAL	VCH-REG 101		3/03/17	79841	132.00	132.00
88198	VCTC	BUILDING MAINTENANCE		3/03/17	79796	4,527.22	4,751.98
88199		BUILDING MAINTENANCE		3/03/17	79796	224.76	
88200		GARNISHMENT DISBURSED		3/03/17	79774	175.00	175.00
88201		GARNISHMENT DISBURSED		3/03/17	79863	282.42	
88202		GARNISHMENT DISBURSED		3/03/17	79863	4.20	286.62
88203		GENGLER 02/11/2017		3/03/17	79886	438.83	
88204		GOODWILL/OFFICE FURNITURE		3/03/17	79886	289.55	
88205				3/03/17	79886	117.75	846.13
88206				3/03/17	79833	250.00	
88207				3/03/17	79833	10.99	260.99

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VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88200 VISION SERVICE PLAN, INC	FEB 9-22, 2017		3/03/17	79830	72.00	200.00
			3/03/17	79830	128.00	
88201 WASHOE COUNTY SENIOR SERV	30 048047 0001 COBRA		3/03/17	79870	9.56	219.90
	30 048047 0001 RETIREE		3/03/17	79870	210.34	
88202 WEDCO INC	JAN 2017 LOCKWOOD MEALS		3/03/17	79867	1,168.97	1,168.97
	MTCC-T8 ELTRN		3/03/17	79804	397.50	
88203 WEIDNER & ASSOCIATES	WTR PLNT- DUCT SEAL		3/03/17	79804	19.66	417.16
	BUILDING MAINTENANCE		3/03/17	79864	1,226.95	1,226.95
88204 WESTERN ENVIRONMENTAL LAB	HALO, TTL TRIHALO		3/03/17	79801	750.00	
	ALK,COLI,TTL ORG,ADMIN		3/03/17	79801	190.00	940.00
88205 WESTERN NEVADA SUPPLY CO	FAN MTR,BLADE SHOP HTR		3/03/17	79802	285.77	285.77
88206 WHITE, NATHAN	INSTR. PERMIT		3/03/17	79803	61.25	61.25
88207 ZUKOR, KAREN	CONSERV/ DR CERT PT2		3/03/17	79898	1,125.00	1,125.00
					CHECKS TOTAL	163,917.56

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL      163,917.56      CHECK DATE    3/03/17

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

STOREY COUNTY  
PURCHASE CARD REGISTER

CARD  
TOTAL

NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
102	WELLS ONE COMMERCIAL CARD						
	PAYMENT						
	ADKINS HOME DEPOT			ST 72 MAINTENANCE	3/03/17	1007	17.94
	AO CABINET & LIGHTIN			COURTHOUSE LIGHTS	3/03/17	1011	284.06
	AO CANINET & LIGHTIN			COURTHOUSE LIGHTS	3/03/17	1011	280.38
	AO ROASTING HOUSE			PLANNING	3/03/17	1011	12.15
	APPLE STORE			CORD & BLOCK FOR OFF I	3/03/17	1013	38.00
	BALLARD PAYPAL			PERSONAL CHG TO REINEU	3/03/17	1005	105.00
	BALLARD 18622674			TAI BURNS TRAINING	3/03/17	1005	27.00
	BURNS			KLL DDA 2017 CLE	3/03/17	1006	80.00
	C.NEVIN-ROADPOST			SATELLITE PHONE	3/03/17	1003	52.04
	C.NEVIN-WINNERS			CAR WASH EX62268	3/03/17	1003	6.00
	CONF #B16JYD			FLT CHNG CONSERVTN TRN	3/03/17	1012	94.00
	CONF #B2CKGN			FLT CHNG CONSERVTN TRN	3/03/17	1012	88.00
	CURTIS IBC PLANS EX			CERT TRAINING SACRAMEN	3/03/17	1491	950.00
	CW USPS VISITOR GUID			CEM GIN TO CONTEST	3/03/17	1004	39.10
	DD SF COMPETITION			CEM GIN EXPENSE	3/03/17	1004	600.00
	DILLON ICC PERMIT			TECH TRAINING MODULE	3/03/17	1491	695.00
	DOSEN - DOLLAR STORE			WIPES WINDEX BLEACH WD	3/03/17	1010	19.00
	DOSEN - HOME DEPOT			HOOKS FOR TOWELS JAIL	3/03/17	1010	39.74
	DOSEN - WINCO			INMATE FOOD	3/03/17	1010	1,186.20
	HAMES YESCO			PERMIT FEES REFUND	3/03/17	1007	676.03
	HARJES HOME DEPOT			ST 72 MAINTENANCE	3/03/17	1007	25.06
	HOOD ICC CERT BLDG			OFFICIAL TRAINING MODU	3/03/17	1491	850.00
	JEFFH- HOME DEPOT			CH- BATH VANITY	3/03/17	1008	29.98
	JEFFH- HOME DEPOT			DAP, BLADES	3/03/17	1008	29.81
	JEFFH-HOME DEPOT			SAMZALL	3/03/17	1008	272.82
	JEFFH-HOME DEPOT			VCSC- KITCH FAUCET	3/03/17	1008	54.98
	JEFFH-HOME DEPOT			PLIERS	3/03/17	1008	19.97
	JEFFH-HOME DEPOT			US.NV FLAGS FOR SLAMME	3/03/17	1011	429.75
	JF US FLAG STORE			MONTHLY SUBSCRIPTION\	3/03/17	1008	14.99
	JVNHLV-ADOBE ACRO			VIDEOCONFERENCE-POWERS	3/03/17	1008	70.00
	JVNHLV-NRWA			CLEANING SUPPLIES	3/03/17	1004	82.08
	KD AMAZON.COM			SALOON CRAWL EXPENSES	3/03/17	1004	2.15
	KD DOLLAR TREE			KIDS CLUB MEETING	3/03/17	1004	13.24
	KD SQ THE ROASTING H			CEM GIN EXPENSE	3/03/17	1004	9.87
	KD USFS PO			PF701 WASH	3/03/17	1007	7.00
	KLINGLER QUICK STOP			PARKING AT PICTOM CONF	3/03/17	1013	52.00
	LIBRARY GARAGE			VFD RADIO BATTERIES	3/03/17	1007	364.13
	MCCULLOUGH BATTERY B			VFD PAGER CHARGERS	3/03/17	1007	256.63
	MCCULLOUGH MAGNUM EL			HEADSETS	3/03/17	1007	890.00
	MCCULLOUGH SONETICS			CASE LIGHTS FOR MUSEUM	3/03/17	1011	799.40
	MK HOME DEPOT DISPLY			GILMAN SPEAKER	3/03/17	1491	75.00
	NBC MEETING 2/15/17			ST 72 FURNACE REPAIRS	3/03/17	1007	50.00
	NBC MEETING 2-15-17			DESK CHAIR	3/03/17	1007	42.41
	NEVIN LOWES			COLLAR BRASS	3/03/17	1007	169.99
	NEVIN OFFICE DEPOT			IBC2015 CODE CLASS	3/03/17	1491	33.00
	NEVIN UNIFORMITY			NDA BREAKFAST	3/03/17	1011	221.00
	PRINT MANUALS FOR			CHAPMAN TRAINING 2017	3/03/17	1012	70.00
	PW EB FEBRUARY BKFST			1 NITE STAY FOR PICT C	3/03/17	1013	644.00
	REF #...1376448			GOLIGHT-RADIO RAY	3/03/17	1008	346.47
	RENAISSANCE HOTEL			FLOOD REPAIRS DOZER	3/03/17	1007	270.36
	SKRETTA-GO LIGHT			FLOOD REPAIRS EXCAVATO	3/03/17	1007	1,446.45
	SNYDER CASHMAN CAT			CAR FOR PICTOM CONF	3/03/17	1013	2,785.41
	SNYDER SONSRAY			IT PHONE TRANSFER 2	3/03/17	1009	415.13
	THRIFTY CAR RENTAL			IT PHONE TRANSFER 1	3/03/17	1009	21.51
	TS71904425						
	TS71992376						

PC NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CARD TOTAL
	YOHEY SONETICS			HEADSETS	3/03/17	1007	890.00	
	00000178			IT STORAGE CARSON	3/03/17	1009	144.95	
	091013			APC 2200 BATTERIES	3/03/17	1009	198.00	
	138011663			ST74 DSL	3/03/17	1009	80.00	
	138864913			SO DSL	3/03/17	1009	85.00	
	143557741L			COMDEV DSL	3/03/17	1009	95.76	
	147413709			VCCC DSL	3/03/17	1009	85.76	
	150452869			LOCKWOOD DSL	3/03/17	1009	85.76	
	25675			MOVING BOXES	3/03/17	1009	54.00	
							16,542.91	
							16,542.91	

\*Card Total\*

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

COMPTROLLER	DATE
TREASURER	DATE
CHAIRMAN	DATE
COMMISSIONER	DATE
COMMISSIONER	DATE



VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
87997 CAPITAL FORD INC	SHOP-AIR TOOLS		2/17/17	79635	761.97	
	PW66984 FILTER KIT		2/17/17	79635	58.96	
	PW-624- LAMPS		2/17/17	79635	91.28	
	STOCK-FILTERS		2/17/17	79635	16.36	
	SHOP- SILICONE		2/17/17	79635	23.99	
	SHOP-GEAR OIL		2/17/17	79635	256.56	
	FIRE 300 78- FILTER		2/17/17	79635	7.54	
	IT 54235 SHOCKS, PLUGS		2/17/17	79635	247.63	
	IT54235- TRANS MOUNT		2/17/17	79635	34.99	
	IT54235- GROMMET		2/17/17	79635	8.62	
	TRACK LOADER-HITCH PIN		2/17/17	79635	4.99	
	SO62213- FILTER		2/17/17	79635	12.09	
	FR51844- PWR STEER SEALIN		2/17/17	79635	2.65	2,487.08
	RIM FOR D10'S VEHICLE		2/17/17	79712	179.08	
	SO68575 WHEEL ASY		2/17/17	79736	179.08	358.16
87998 CASELLE INC	MARCH SUPPORT		2/17/17	79636	202.00	202.00
87999 CENTRAL SANITARY SUPPLY	GARBAGE BAGS FOR JAIL		2/17/17	79704	180.00	180.00
88000 CHARM-TEX	BROOM HANDLES		2/17/17	79727	105.60	105.60
88001 CITY OF CARSON TREASURER	STOREY CO DRUG COURT FEES		2/17/17	79631	20.00	20.00
88002 CLARKSON, MARK	OVERPAYMENT TAXES		2/17/17	79766	9.00	9.00
88003 COLLECTION SERVICE OF NEV	GARNISHMENT DISBURSED		2/17/17	79695	164.73	
	GARNISHMENT DISBURSED		2/17/17	79695	169.22	333.95
88004 COMSTOCK CEMETERY FOUNDAT	7 BOTTLES SOLD @\$1 DON		2/17/17	79671	7.00	
	84 BOTTLES SOLD @\$1		2/17/17	79671	84.00	91.00
88005 CREATIVE CONSULTING SOLUT	GENT CONSULTING		2/17/17	79710	1,000.00	1,000.00
88006 DAIGHS USA INC	MONTHLY COOLER/HEATER		2/17/17	79719	25.95	25.95
88007 KRAVITX, SCHNITZER & JOHN	GARNISHMENT DISBURSED		2/17/17	79697	236.17	236.17
88008 DRIVELINE SERVICE INC REN	PW63742 CASE SAVER		2/17/17	79734	267.75	
	PW50285- CASE SAVER		2/17/17	79734	87.50	355.25
88009 ELLIOTT AUTO SUPPLY INC	SHOP-BRAKE CLEAN		2/17/17	79637	57.60	
	SHOP-DEXCOOL		2/17/17	79637	55.80	
	FR42861-DEL 78VPG		2/17/17	79637	204.06	
	FR- SPLASH WASH		2/17/17	79637	92.16	
	FR51844- FILTER		2/17/17	79637	19.62	
	STOCK- FILTER		2/17/17	79637	19.62	
	FR51844- POWR STEER PUMP		2/17/17	79637	97.75	
	STOCK-BLADES		2/17/17	79637	138.60	
	FR51844 OIL CAP		2/17/17	79637	23.47	
	FR51841 OIL CAP		2/17/17	79637	23.47	
	FR30078- BRAKE PADS		2/17/17	79637	42.50	
	SO62213-BRAKE PADS		2/17/17	79637	171.57	
	SO62212- BRAKEPADS, FLUID		2/17/17	79637	61.77	
	FR ST74- DEL 24PG		2/17/17	79637	98.31	



VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88025	IRON MOUNTAIN INFO MGT IN					
	NT147/STOREY FLMSR FEB17		2/17/17	79753	217.00	
	SHRED BIN CONSOLE 1/2		2/17/17	79753	84.00	301.00
88026	ITS MY COMMUNITY STORE					
	SHRED BIN CONSOLE 1/2		2/17/17	79751	230.29	
			2/17/17	79661	87.84	
			2/17/17	79661	175.68	493.81
88027	ITI SOURCE LLC					
	OFFICE SUPPLIES		2/17/17	79645	76.74	76.74
88028	JBP LLC					
	CISCO ROUTER SMARTNET		2/17/17	79742	4,809.15	
	RACK SHELVES X 2		2/17/17	79742	176.46	
	CISCO ISR4451X CORE ROUTE		2/17/17	79742	28,070.55	
	DEAN MIC FOR DRAGON SPEAK		2/17/17	79742	37.28	
	PLOTTER INK FRITZ		2/17/17	79742	658.72	
	DEEFPREEZE REC PUBLIC PC		2/17/17	79742	23.76	33,775.92
	CHAIN, TOOL, ADJUSTER		2/17/17	79646	1,049.66	
	P/L 1270062		2/17/17	79646	129.50	
	FR E-75 GEH4656, GEH4651		2/17/17	79646	31.56	
	E-75 H4656, H4651		2/17/17	79646	31.56	
	FR E-75		2/17/17	79646	31.56	
	1/2 CHAIN		2/17/17	79646	401.95	
	CHAIN TOOL		2/17/17	79646	398.59	
	PW48223- ALTERNATOR		2/17/17	79646	166.59	1,380.67
88029	KAMAN INDUSTRIAL					
	PW48223- RADIAL BALL BEAR		2/17/17	79739	138.96	138.96
88030	KIMBALL MIDWEST					
	MISC HARDWARE		2/17/17	79647	138.97	138.97
88031	LANGUAGE LINE SERVICES IN					
			2/17/17	79749	.31	.31
88032	LIFE-ASSIST INC					
	EMS SUPPLIES		2/17/17	79714	1,785.48	1,785.48
88033	LIQUID BLUE EVENTS LLC					
			2/17/17	79673	1,500.00	
			2/17/17	79673	29,200.00	30,700.00
88034	MA LABORATORIES INC					
	IT WARRANTY STOCK		2/17/17	79732	2,140.61	2,140.61
88035	MACKAY MANSION MUSEUM					
	JAN 26-FEB 8, 2017		2/17/17	79674	55.00	55.00
88036	MADISON, SCOTT & LISA					
	100X100 FIBER		2/17/17	79741	2,334.50	2,334.50
88037	MCELLISTREN, JOSEPH					
			2/17/17	79755	1,050.00	1,050.00
88038	MCNUTT, BRITTANI					
			2/17/17	79760	35.00	35.00
88039	METRO OFFICE SOLUTIONS IN					
	BROOM,NOTES,CLIPS,ENVELOP		2/17/17	79698	98.90	
	ENVELOPES,PAPER,WHITEOUT		2/17/17	79698	180.85	279.75
88040	MICHAEL HOHL MOTOR CO					
	SO62213- ELECTRICAL		2/17/17	79743	130.00	
	SO62213 STRUT		2/17/17	79743	29.05	159.05
88041	MIGAN, TAMARA					
	BERS		2/17/17	79756	26.00	26.00
88042	MODEL DAIRY LLC					
	MILK FOR INMATES		2/17/17	79701	36.76	
	MILK FOR INMATES		2/17/17	79701	36.76	36.76

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88043 MORGAN TIRE OF SACRAMENTO

88044 MOUND HOUSE TRUE VALUE

88045 NAPA AUTO &amp; TRUCK PARTS

88046 NEW ADMIN BLDG &amp; GROUNDS

88047 NEW COMPTROLLER

88048 NEW COMPTROLLER

88049 NEW DEPT OF CONSERVATION

88050 NEW DEPT PUBLIC SAFETY

88051 NEW DEPT TAXATION

88052 NEW PUBLIC AGENCY INS PL

88053 NEW TREASURER

88054 NEVADA BLUE LTD (RNO)

88055 NEVADA DISTRICT ATTORNEYS

88056 NEVADA JUDGES OF LIMITED

88057 NEVADA LEGAL SERVICE INC

88058 NEVADA PACKAGING INC

88059 NEVADA SPEEDOMETER SERVIC

88060 NEXTEL OF CALIFORNIA INC

88061 OBESTER, CLAIRE

88062 OFFICE DEPOT INC

## STOREY COUNTY

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INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL	Page
SO66000- TIRES 2		2/17/17	79648	212.76	73.52	5
6 MILE-FASTENERS,TOW HOOK		2/17/17	79692	41.79		
TRI FLOW0111853024		2/17/17	79692	22.47		
KEYS FOR PATROL CARS		2/17/17	79725	10.28	74.54	
KW704-BELTS ALT		2/17/17	79650	94.16		
SHOP-SNAP RING PLIERS		2/17/17	79650	86.98	181.14	
JAN WATER PURCHASE		2/17/17	79663	5,144.82	5,144.82	
DIVORCE FEES		2/17/17	79633	695.14	695.14	
		2/17/17	79746	100.00		
		2/17/17	79746	250.00		
		2/17/17	79746	432.00		
EE		2/17/17	79746	2,720.00	3,502.00	
REPLMNT CHK FOR 086977		2/17/17	79676	86.36		
		2/17/17	79676	72.54		
		2/17/17	79676	39.66		
		2/17/17	79676	17.55	216.11	
FINGERPRINTS & BACKGROUND		2/17/17	79721	761.25	761.25	
VIRIGNIA CITY TOURISM		2/17/17	79675	22.96	22.96	
DEFAMATION		2/17/17	79659	5,000.00		
TIRE CAUSING DAMAGE		2/17/17	79659	564.75		
SEXUAL HARASSMENT		2/17/17	79659	2,855.00		
COMPLAINT		2/17/17	79659	5,000.00		
COMPLAINT		2/17/17	79659	2,739.00		
VS POWER POLE		2/17/17	79659	5,000.00		
FOR DEC/INJ RELIEF		2/17/17	79659	3,969.78		
COMPLAINT		2/17/17	79659	2,277.00	27,405.53	
		2/17/17	79745	10.00	10.00	
JANUARY PORTAL FEES		2/17/17	79720	50.00	50.00	
DA/DEPUTY		2/17/17	79728	125.00	125.00	
		2/17/17	79747	250.00	250.00	
FEES COLLECTED		2/17/17	79632	48.86	48.86	
BLOODY MUCKER BOX MANUFAC		2/17/17	79677	3,235.00	3,235.00	
PW48223- SPEEDO		2/17/17	79649	342.50	342.50	
PLANNING COMMISSION		2/17/17	79770	2,053.08		
SHERIFF-BOWERS		2/17/17	79770	66.38	2,119.46	
OVERPAYMENT TAXES		2/17/17	79765	10.00	10.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88063	OUTFRONT MEDIA LLC	CHAIR FLOOR MAT		2/17/17	79690	16.80	16.80
88064	PACIFIC CREST UNIFORM CO	395 BOARD PRODUCTION 02/06/17-03/05/17		2/17/17 2/17/17	79678 79678	228.00 621.18	849.18
88065	PETRINI, ANGELO D	6 COLD WEATHER JUMPSUITS		2/17/17	79709	1,668.00	1,668.00
88066	PHYSIO CONTROL INC	JAN 26-FEB 8, 2017		2/17/17	79679	52.00	52.00
88067	PIERETTI-RENAUD, LYNDI	EMS SUPPLIES		2/17/17	79716	1,223.34	1,385.18
88068	PONDEROSA STAMP & ENGRAV	EMS SUPPLIES		2/17/17	79716	161.84	181.84
88069	POWERPLAN	JAIL CELL SHELVING		2/17/17	79700	181.84	25.00
88070	PROTECTION DEVICES INC	BACKHOE- AT340155		2/17/17	79757	25.00	2,957.31
88071	PUBLIC AGENCY COMPENSATIO	GRADER EDGES		2/17/17	79652	88.96	
88072	PUBLIC EMPLOY RETIREMENT	JD624- CUTTING EDGE		2/17/17	79652	862.49	
88073	PURCELL TIRE & RUBBER CO	GRADER- END BIT		2/17/17	79652	1,838.88	
88074	RAD STRATEGIES INC	GRADER- BLOWER		2/17/17	79652	80.65	
88075	RENO TAHOE TERRITORY	GRADER-FUEL PUMP		2/17/17	79652	643.02	
88076	RUPPCO INC	GRADER-WASHER, SCREW		2/17/17	79652	66.18	
88077	STEVE CHOQUETTE	JD672B- BLOWER		2/17/17	79652	20.15	
88078	SBC GLOBAL SERVICES INC	MONITORING JAN-APR		2/17/17	79651	643.02	
88079	SIERRA CHEMICAL COMPANY	QTRLY MONITORING BUTTONS		2/17/17	79723	12.50	
		ALARM MONITORING		2/17/17	79703	62.50	
		OCT-DEC		2/17/17	79772	75.00	150.00
		AFRICA, T		2/17/17	79664	124,851.75	124,851.75
		COLE, D		2/17/17	79664	2,030.53	
		TRK72- TIRES		2/17/17	79654	558.45	2,588.98
		SO-NEW PT- TIRES 2		2/17/17	79654	1,792.40	
		GIN/PUBLIC RELATIONS		2/17/17	79665	354.12	2,146.52
		DATABASE		2/17/17	79665	500.00	
		RELATIONS/MARKETING		2/17/17	79665	375.00	
		CONSULTATION		2/17/17	79665	2,000.00	
		VIRGINIA CITY TOURISM		2/17/17	79680	2,000.00	4,875.00
		EMS SUPPLIES		2/17/17	79717	150.00	150.00
		SHOP-WELDING SUPPLIES		2/17/17	79731	233.10	
		HINKER PARTS		2/17/17	79656	118.56	351.66
		847-7500 VCTC		2/17/17	79761	570.81	570.81
		252-8412-COMMUNICATIONS		2/17/17	79761	79.43	
		847-0962 JOP		2/17/17	79761	3,953.16	
		3 DEP REFUND		2/17/17	79688	65.43	4,098.02
		1 DEP REFUND		2/17/17	79688	120.00	
		ICE MELT		2/17/17	79688	40.00	
				2/17/17	79688	519.90	

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88080 SIERRA PACIFIC POWER CO

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
VIRGINIA CITY ST LIGHTS		2/17/17	79655	1,690.78
SC COMMISSIONERS ST LIGHT		2/17/17	79655	210.84
2610 CARTWRIGHT PUMPHSE		2/17/17	79655	96.77
431 CANYON WAY ST 4		2/17/17	79655	255.77
2612 CARTWRIGHT RD RES		2/17/17	79655	88.59
145 N C ST UNIT		2/17/17	79655	87.75
381 N C ST RESTSTOP		2/17/17	79655	296.10
130 TOLL RD BLDG		2/17/17	79655	71.86
110 TOLL RD BLDG		2/17/17	79655	113.86
100 TOLL RD SHOP 1/2		2/17/17	79655	313.46
201 S C ST DA		2/17/17	79655	76.17
203 S C ST SO		2/17/17	79655	92.07
205 S C ST SO		2/17/17	79655	88.79
911 US HWY 341 JAIL		2/17/17	79655	699.26
490 SAM CLEMENS PARK		2/17/17	79655	18.57
100W SOUTH ST WTR PLNT		2/17/17	79655	577.42
21 S C ST GASLMO		2/17/17	79655	211.32
500 SPANIAL RAVINE RD "V"		2/17/17	79655	47.50
205 N E ST VC PARK		2/17/17	79655	32.32
SUTTON ST		2/17/17	79655	30.11
104 S B ST GARAGE		2/17/17	79655	32.32
S C ST UNIT VC/372 C ST		2/17/17	79655	88.32
S C ST OUTDOOR/PAL LIGHT		2/17/17	79655	38.95
S C ST UNIT VC		2/17/17	79655	286.08
CARSON ST BALLPARK		2/17/17	79655	65.48
N C ST FIREHS		2/17/17	79655	305.18
141 N C ST (TRAINING)		2/17/17	79655	442.68
MAIN ST UNIT GH DEPOT		2/17/17	79655	71.76
2220 SIX MILE CANYON		2/17/17	79655	1,942.18
26 S B ST COURTHOUSE		2/17/17	79655	705.10
176 N C ST LIGHTS		2/17/17	79655	82.04
342 S C ST LIGHTS		2/17/17	79655	116.86
531 S C ST LIGHTS		2/17/17	79655	133.31
800 PERI RANCH RD		2/17/17	79655	129.16
1705 PERU DR		2/17/17	79655	1,627.63
185 N C ST		2/17/17	79655	68.12
420 CANYON WAY UNIT B		2/17/17	79655	414.90
420 CANYON WY UNIT A		2/17/17	79655	252.70
2141 EMPIRE RD VCH PARK		2/17/17	79655	32.59
1000 PERI RANCH RD PARK		2/17/17	79655	38.55
160 UNION ST/ B OF A		2/17/17	79655	202.59
TOWN OF GH STR LIGHTS		2/17/17	79655	189.66
100 TOLL RD PED(FOUNTAIN)		2/17/17	79655	1,169.27
2610 CARTWRIGHT FIREHSE		2/17/17	79655	260.26
PEST CONTROL MAIN OFFICE		2/17/17	79705	150.00
PEST CONTROL MAIN OFFICE		2/17/17	79705	150.00
PEST CONTROL LOCKWOOD		2/17/17	79705	50.00
SNYDER BUS CARDS		2/17/17	79718	25.00
CARDS		2/17/17	79666	38.00
CEM GIN FOR GIFT SHOP		2/17/17	79681	1,650.80
SQUERGEER FOR FLOOR		2/17/17	79702	134.40

88081 SIERRA PEST CONTROL INC

13,795.00

88082 SLICK INDUSTRIES LLC DBA

350.00

88083 SOUTHERN GLAZERS WINE & S

63.00

88084 SPALLONE, DOMINIC J III

1,650.80

Report No: PB1315  
Run Date : 02/16/17

STOREY COUNTY  
CHECK REGISTER 2/17/17

Page 8

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
88085	SPB UTILITY SERVICES INC	JAN SUPPORT		2/17/17	79657	730.83	730.83
88086	ST CO SCHOOL DISTRICT	PROPERTY TAX RECEIVED		2/17/17	79629	374,788.23	374,788.23
88087	SUN PEAK ENTERPRISES	JAN 26-FEB 8, 2017		2/17/17	79683	6.00	
88088	TEST NOTICE LLC			2/17/17	79683	240.00	780.00
88089	THE ANTOS AGENCY			2/17/17	79683	534.00	
88090	THOMAS PETROLEUM LLC	RENO VACATION		2/17/17	79754	20.00	20.00
		MISBILLED		2/17/17	79684	60.00	60.00
		MISBILLED		2/17/17	79658	219.30	
		PW-REG 575 / UNL 601		2/17/17	79658	1,849.31	
		VCH REG 63 / DSL 250		2/17/17	79658	2,280.13	
		PW-REG 599 / DSL 793		2/17/17	79658	594.20	
		VCH- DSL 100		2/17/17	79658	2,775.59	
		BILLING CORRECTION		2/17/17	79658	192.32	
		VCH REG 41 / DSL 80		2/17/17	79658	219.30	
		BILLING CORRECTION		2/17/17	79658	224.15	
		PW REG 765/ DSL 200		2/17/17	79658	1,849.31	
88091	THOMPSON, KIMBERLY	WF EBOX OVERPAY TAXES		2/17/17	79764	1,810.76	7,877.15
88092	TRI GENERAL IMPROVEMENT			2/17/17	79764	59.00	59.00
		1705 PERU -W/S		2/17/17	79660	214.95	
		1705 PERU -IRR		2/17/17	79660	90.10	305.05
88093	TURNEX, DALE	OVERPAYMENT TAXES PER BOC		2/17/17	79769	190.09	190.09
88094	UNIFORMITY OF NEVADA LLC	NAME PLATE SIMONS		2/17/17	79726	13.50	13.50
88095	UNITED FINANCE INDUSTRIAL	GARNISHMENT DISBURSED		2/17/17	79696	428.07	428.07
88096	US POSTOFFICE (VC)			2/17/17	79750	70.00	70.00
88097	VCTC			2/17/17	79686	50.00	
		L. MCILWEE		2/17/17	79686	40.00	
		D. DOTSON & K. DEMUTH		2/17/17	79686	30.00	
		D. DOTSON & K. DEMUTH		2/17/17	79686	7.00	
		RTT GIFT EXCHANGE		2/17/17	79686	13.45	140.45
		MAILED CEM GIN SHIRT		2/17/17	79687	136.00	
88098	VIRGINIA CITY TOURS INC	JAN 26-FEB 8, 2017		2/17/17	79687	168.00	304.00
88099	WALKER & ASSOCIATES	LOBBYIST SERVICES		2/17/17	79669	1,666.00	
		COALITION LUNCH EXPENSE		2/17/17	79669	80.00	1,746.00
88100	WASHOE CO CORONER	AUTOPSY & TOX X 6		2/17/17	79759	10,771.25	10,771.25
88101	WASHOE COUNTY, NEVADA	DNA TESTING NRS 176.0915		2/17/17	79630	195.00	195.00
88102	WESTERN ENVIRONMENTAL LAB	ALK,TTL COL,ORG CARB,ADWI		2/17/17	79667	190.00	
		TTL COLIFORM, ADMIN		2/17/17	79667	50.00	240.00
88103	WESTERN NEVADA SUPPLY CO						

Report No: PB1315  
Run Date : 02/16/17  
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NUMBER VENDOR

STOREY COUNTY  
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INVOICE DESCRIPTION	P/O #	DATE	TRANS#
SHOP HTR- FAN BLADE		2/17/17	79691

AMOUNT	CHECK TOTAL	Page
90.27	90.27	9
CHECKS TOTAL	730,007.54	

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL      730,007.54      CHECK DATE   2/17/17

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COMPTROLLER	
-----	-----
TREASURER	
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CHAIRMAN	
-----	-----
COMMISSIONER	
-----	-----
COMMISSIONER	
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STOREY COUNTY  
 PURCHASE CARD REGISTER

FUND-DEPT INVOICE #  
 060419  
 087869  
 2722  
 7758470991

DESCRIPTION	DATE	TRANS#	AMOUNT
MAGICJACK X 2 IT VOIP	2/17/17	1001	119.98
WASH IT GMC	2/17/17	1001	12.00
GMC WINDSHIELD REPLACE	2/17/17	1001	160.00
JAMES BACK LINE	2/17/17	1001	101.14

CARD  
 TOTAL

14,624.22

14,624.22

\*Card Total\*

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

COMPTROLLER	
TREASURER	
CHAIRMAN	
COMMISSIONER	
COMMISSIONER	

Report No: PB1390

Run Date : 03/10/17

CHECK FISCAL

NUMBER YEAR RECORD# VENDOR NAME

2017 7249  
2017 7249  
2017 7249

88210 NEV COMPTROLLER

STOREY COUNTY

TYPED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
70.00			FEB 2017	ML RECORDER CERT COPY/D
50.00			FEB 2017	ML CLERK/DV
125.00			FEB 2017	FOSTER FEES
	245.00	3/10/17		

Page 1

TYPED CHECKS TOTAL

245.00

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

DATE

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3-21-17

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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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:**  
  x   Department Head  
\_\_\_\_\_ County Manager

Department Name: Community Development

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

Agenda Item No. 4 V

# 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

**March 13, 2017**  
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **March 21, 2017**, COMMISSIONERS Consent Agenda:

### LICENSING BOARD FIRST READINGS:

- A. **R. F. MACDONALD COMPANY** – Contractor / 25920 Eden Landing Rd ~ Hayward, CA (boilers)
- B. **DURR ECOCLEAN, INC.** – Contractor / 26801 Northwestern Hwy ~ Southfield, MI (ind. machinery)
- C. **EBZ SYSTEC, INC.** – General / 22251 Diesel Dr ~ McCalla, AL (supplier)
- D. **WAX ON WAX OFF MOBILE DETAIL** – General / 2225 Elcrest Dr. ~ Reno (mobile car wash)
- E. **W.W. CLYDE & CO.** – Contractor / 869 North 1500 West ~ Orem, UT (contractor)
- F. **TRADESMEN INTERNATIONAL, LLC** – General / 9760 Shepard Rd ~ Macedonia, OH (staffing)
- G. **AUTOMATION LOGISTICS CORP** – Contractor / 331 Scarlet Blvd ~ Oldsmar, FL (machine install.)
- H. **Keith Wallace dba A-SNAP** – General / PO Box 3293 ~ Turlock, CA (mobile mechanic)
- I. **KING CONSTRUCTION, INC.** – Contractor / 2040 Farm District Rd ~ Fernley (construction)
- J. **LADA CUBE, LLC** – General / 101 Canary Lane ~ Grand Jet, CO (furniture delivery)
- K. **TEKNO, INC.** – Contractor / One Wall Street ~ Cave City, KY (automation equip.)
- L. **BASTIAN AUTOMATION ENG., LLC** – General / 10585 N. Meridian ~ Indianapolis, IN (equip sales)
- M. **BANNER INDUSTRIES OF N.E., INC.** – General / 1 Industrial Drive ~ Danvers, MA (distribution)
- N. **TRUMPF, INC.** – Contractor / 111 Hyde Rd ~ Farmington, CT (mfg equip)
- O. **NEVADA BARRICADE & SIGN CO., INC.** / Contractor – PO Box 20459 ~ Reno (road const.)
- P. **CME PROFESSIONAL SVCS., LLC** / General -- 7100 Cave Creek Rd ~ Cave Creek, AZ (staffing)
- Q. **INDUSTRIAL KINETICS, INC.** – Professional / 2535 Curtiss St ~ Downers Grove, IL (matl handl equip)
- R. **KDDI AMERICA, INC.** – General / 21241 S. Western Ave ~ Torrance, CA (translation svcs.)
- S. **UL, LLC** – General / 333 Pfingsten Road ~ Northbrook, IL (safety training)
- T. **BLACK GOLD INDUSTRIES dba BGII** – Transportation / 527 North Rice Ave ~ Oxnard, CA (hazardous waste transportation)
- U. **OUT WEST BUILDINGS, LLC** – General / 7450 Reno Hwy ~ Fallon (deliver portable sheds)
- V. **HIRATA CORPORATION OF AMERICA** – Contractor / 5625 Decatur Blvd ~ Indianapolis, IN (equipment manufacturing)

**Inspection Required**

cc: Community Development  
Assessor's Office  
Tourism Office

Planning Department  
Fire Department  
Comptroller's Office

Sheriff's Office  
Commissioners' Office  
Dispatch



# Storey County Board of County Commissioners

## Agenda Action Report

**Meeting date:** March 21, 2017

**Estimate of time required:** 10 minutes

**Agenda:** Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Accept bid submitted by Corrie Zam-Northan and Arika Perry in the amount of \$11,000.00 to design and create a wall mural in the Courthouse Slammer & Museum along the upper west and north walls. Also, authorize the County Manager and District Attorney to execute a contract to facilitate this.

2. **Recommended motion:** I, (Commissioner), move to approve the bid in the amount of \$11,000 tendered by Corrie Zam-Northan and Arika Perry to create a mural painting in the Courthouse Slammer & Museum and authorize the County Manager and District Attorney to execute a contract to facilitate this.

3. **Prepared by:** Pat Whitten

**Department:** County Manager

**Telephone:** (775) 847-0968

4. **Staff summary:** The guidance Committee overseeing the development of the Museum portion of the Courthouse Slammer & County Museum has determined that a mural placed along the upper portions of the west and north wall would enhance the overall appeal while also depicting some of the scenic beauty of our area. Ms. Zam-Northan and Ms. Perry are local artists that are largely responsible for the amazing mural on the west wall of the Bucket of Blood parking lot and have offered to complete this project at almost a third of the cost if we were utilize artists from outside our area. Given their proven talent and deeply discounted generous quote, staff is very proud to recommend approval.

5. **Supporting materials:** Proposal dated March 13, 2017; Resume's for Ms. Zam-Northan and Ms. Perry; Initial artist rendering.

6. **Fiscal impact:** \$11,000.00

Funds Available: Yes

Fund: General Fund

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_\_\_ Department Head

Department Name:

 County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved

☐ Denied

☐ Approved with Modifications

☐ Continued

## COUNTY COURTHOUSE MUSEUM MURAL PROPOSAL 3.13.2017

### Proposed By:

**Nevada Stained Glass: Corrie Zam-Northan, Owner**

Nevada Business License: NV20151028704

Storey County Business License: 0170990

**Pura Vida Sierras Art, LLC.: Arika Perry, Owner**

Nevada Business License: NV20141759862

Storey County Business License: 017806

**Scope of Work:** Research, design and painting of custom mural for Storey County Courthouse Museum, approximately 850 square feet.

**Schedule:** Completion within 150 days of contract award, sooner as possible

### Pricing:

#### Materials:

- \$1,000 Paint & Supplies
- Includes:
  - Sherwin Williams Acrylic Quality Paint
  - Primer
  - Sealer (non-UV protectant)
  - Professional Artist Acrylic Paints
  - Artist Brushes, Tape & Other Supplies

#### Regional Mural Art Design & Labor Pricing:

- Average Price Per Square Foot: \$35/SF
- $\$35 \times 850 \text{ SF} = \$29,750$

#### Our Art Design & Labor Pricing for this Storey County & Community Project:

- \$11.76/SF
- $\$11.76 \times 850 \text{ SF} = \$10,000$
- Savings from Regional Average Mural Pricing: \$19,750

#### **TOTAL PROPOSAL INCLUDING MATERIALS & LABOR: \$11,000.00**

**Assumptions:** After hours access to museum for work

**Planning:** Mural design and painting will be planned with care to execute the phases of work in a thoughtful way to maximize the aesthetic and design of the mural and schedule while in the various stages of completion.

**Inclusions:** Materials, Ladders

**Exclusions:** Scaffolding, Overtime, UV Protective Coatings, Ventilation Equipment, Insurance and Bonds

# Corrie Zam-Northan

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P.O. Box 408, Virginia City NV 89440

775 240 1932

[www.nevadastainedglass.com](http://www.nevadastainedglass.com)

[Nevadastainedglass@gmail.com](mailto:Nevadastainedglass@gmail.com)

I am a member of the community here in Virginia City and a member of the art community in Northern Nevada. I am a business owner in Virginia City providing custom stained glass and commissioned oil painting.



## Education

- 2008 -Studied traditional stained glass design and construction for three years under Eilileen Cooper and Frankeye Cartner (combined 30 years of stained glass experience)
- 2009 -Studied fused glass techniques under Joanne Pollack in California.
- 2012 -Studied old world stained glass painting techniques under Peter McGrain in Oregon.
- 2014 -Studied European old world oil painting techniques under Steffan Cellier in Nevada.

## Skills & Abilities

### STAINED GLASS

- Completed numerous projects in traditional stained glass. These projects are custom designed and built for various clients in both residential and commercial applications.
- Provided cost estimates for existing stained glass installations for the purpose of insurance replacement value.
- Completed numerous restorations of antique stained glass panels.

### PAINTING

- 1996 to present -I have sold numerous commissioned oil paintings. These are of various subject matter according to my clients.
- 2014 -I have been involved in the direction, design, permitting, and execution of a historic mural in downtown Virginia City, Nevada.

## **MIXED MEDIA**

- I have completed many mixed media art projects for various events. 2015 and 2016 "Doors to Recovery" which has an annual art door project for the purpose of raising money for the addiction recovery program that it supports. My art doors have been featured at the Nevada Museum of Art in Reno, NV.
- 2012 donated artwork to "Sneakers" which is a breast cancer awareness fundraiser.

## **ACCOLADES**

- Registered with the Sierra Arts Foundation.
- Recognized by HOUZZ which is a website that specializes in professional custom home builders and links to craftsmen that provide that level of service.
- Featured in an article in the Nevada Appeal for my work. Nov 1, 2014.
- Featured in an article in the Reynolds School of Journalism for my work. Oct. 29, 2014.
- Featured in Virginia City News article about my work.
- Interviewed about my art by Channel 2 KTVN.

# Arika Perry

PO Box 726 Virginia City, Nevada 89440  
 Phone: 561.339.4554 H: 775.847.0109  
 E-mail: puravidasierrasart@yahoo.com  
 www.puravidasierrasart.squarespace.com



## Art Business Experience

### Executive Director, St. Mary's Art Center

January 2016 - Present

Lead non-profit art center with seven galleries, creation spaces and artist/instructor/guest facilities

Develop new initiatives and programs: Imaginations Children's Art Programs, Artist in Residency Programs, Membership Program, Volunteer Program, Grant & Foundation Writing, Building Restoration Projects

Collaboration with other non-profits to develop joint programs or support art projects (The Historic Fourth Ward School Museum, Community Chest, Silver Terrace Cemeteries, Senior Center, Piper's Opera House)

## Exhibition Experience

### Gallery Director, St. Mary's Art Center

October 2015 - January 2016

Arts Program Curation and Relationship Management

### Owner, Pura Vida Sierras Art, LLC

November 2014 - Present

Online gallery and sale of personal portfolio

### St. Mary's Art Center, Virginia City, NV

2017

Artisan Gallery Exhibition

### St. Mary's Art Center, Virginia City, NV

2016

Holiday Faire exhibition

### Doors to Recovery, Reno, NV

2016

Juried Group Show for Stacie Mathewson Foundation, Nevada Museum of Art

### The Potentialist Workshop "Hot One Inch Action", Reno, NV

2016

Juried Group Show

### Holland Project Gallery "The Time Project", Reno, NV

2016

Group Show

### Saatchi Art Gallery

2015 - Present

Juried Online Gallery

### Xanadu Gallery, Scottsdale, AZ

2015 - Present

Online Gallery

### Latimer Art Club "Miniature Show", Reno, NV

2015

2<sup>nd</sup> Place, Mixed Media Juried Competition

<b>Doors to Recovery, Reno, NV</b>	2015
Juried Group Show for Stacie Mathewson Foundation, Nevada Museum of Art	
<b>Liberty Fine Art Gallery, Reno, Nevada</b>	2014 - 2015
Full time member of LFA Gallery	
<b>Individual Commissions</b>	2006 - Present
Multiple commissioned art pieces for a variety of individual patrons	
<b>Bucket of Blood Historical Virginia City Mural, Virginia City, NV</b>	2014 - Present
Mural team painting massive custom mural for Bucket of Blood Saloon	
<b>Art Shows</b>	2011 - Present
Participant in various local art shows	

## Other Experience

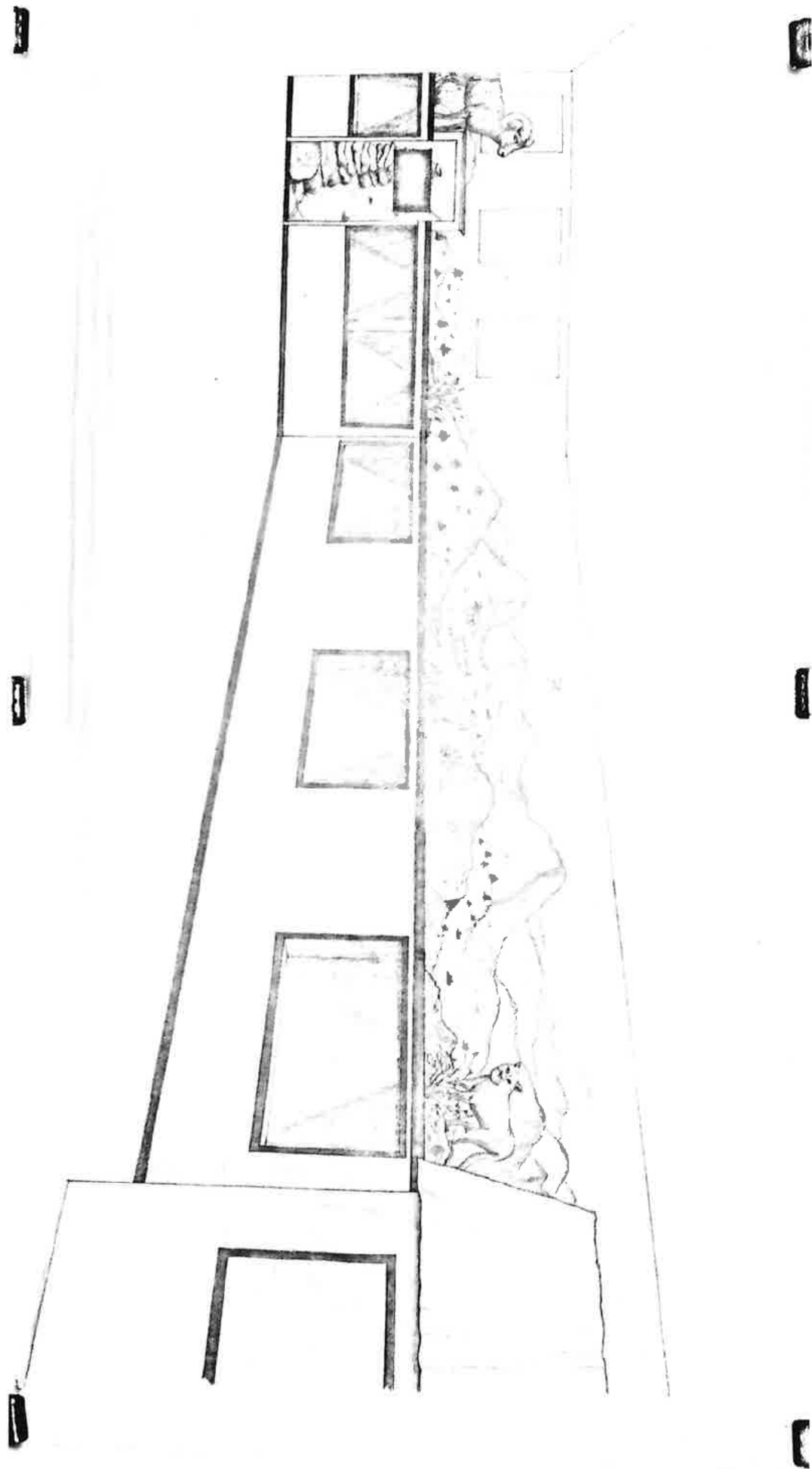
<b>Private Consultant, Various Clients</b>	2011 - 2016
Design and Project Management Consultation	
<b>Vice President, Jones Lang LaSalle</b>	2005 - 2011
Global Project Management Practice Manager, Microsoft Account	
Global Project Manager Leader, Program Designer and Trainer, Project Management & Oversight of Capital Projects with Budget Ranges of \$50k - \$600MM Each	
<b>Design and Project Management, Multiple Clients and Firms</b>	1996-2005
Americas Project Manager, Corporate Real Estate	

## Education

<b>Bachelor Degree, Interior Architecture</b>	1991-1996
College of Architecture and Design	
Kansas State University	
FIDER 5 year accredited program	

## Alternative Art & Museum Learning

Nevada Museums Association Annual Conference & Seminars	2016
Arts @ The Heart Seminar, Nevada Arts Council	2016
Arts + Business Seminar, Sierra Arts Foundation/Nevada Arts Council	2016
Business As Art Workshop	2015



## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTORS**

This Agreement is entered into between Storey County, a political subdivision of the State of Nevada (County) and Corrie Zam-Northan doing business as Nevada Stained Glass, a sole proprietorship, and Pura Vida Sierras Art, LLC. A Nevada Limited Liability Company. Collectively Corie Zam-Northan and Pura Vida Sierras Art, LLC, will be known in this Agreement as Artists.

### **BACKGROUND**

County, is developing a museum within its historic courthouse to commemorate the history of the Comstock Lode. County believes that the creation of a mural within the museum will enhance the character of the museum and further the story for which the museum is being developed.

Artists are experienced in the creation of murals and are duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in this agreement.

Accordingly, in consideration of the mutual agreements made in this agreement, the parties agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** This contract will become effective upon its approval by the Storey County Board of County Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Artists will have the status of independent contractors and that Artists are not County employees and that

There will be no:

(1) Withholding of income taxes by the County:

- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

(Company Name) has entered into a contract with Storey County to perform work from (starting date) to (ending date) and requests that the insurer provide to Storey County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Storey County Manager

Post Office Box176  
Virginia City, Nevada 89440

Artists agree to maintain required workers compensation coverage throughout the entire term of the contract. If Artists do not maintain coverage throughout the entire term of the contract, Artists agree that County may, at any time the coverage is not maintained by Artists, order Artists to stop work, suspend the contract, or terminate the contract.

Artist(s) may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that she is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows: (see attached Exhibit A )

**5. PAYMENT FOR SERVICES.** Artists agree to provide the services set forth in paragraph (4) at a total cost of \$11,000.00 which includes materials, supplies, design work and labor. Artists may bill the County monthly as to that percentage of the work completed. County will make payment within a reasonable time.

**6. TIME FOR COMPLETION OF CONTRACT.** This contract must be completed within 150 days of its effective date, unless extended by the mutual consent of all parties. Unless extended by the parties, this contract terminates 150 days from the date of its acceptance by County.

7. County will provide Artists with after-hours access to the Courthouse for design and creation of mural.

**8. CONSTRUCTION OF CONTRACT.** This contract will be construed and interpreted according to the laws of the State of Nevada.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Artists must fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**10. ASSIGNMENT.** Artists may not assign, transfer or delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**11. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Artists in the performance of their obligations under this contract will be the exclusive property of the County and all materials must be remitted and delivered, at Artists' expense, by Artists to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Artists, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Artists in the performance of their obligations under this contract must be retained by Artists for a minimum of six years after final payment is made and all other pending matters are closed. If,

at any time during the retention period, the County, in writing, requests any or all of the materials, then Artists must promptly remit and deliver the materials, at Artists' expense, to the County. Artists will not use, willingly allow or cause to have the materials used for any purpose other than the performance of Artists' obligations under this contract without the prior written consent of the County.

**12. PUBLIC RECORDS LAW.** Artists expressly agree that all documents ever submitted, filed, or deposited with the County by Artists, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS 239 and must be available for inspection and copying by any person, as defined in NRS 0.039. Artists expressly and indefinitely waive all of their rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**13. INDEMNIFICATION.** Artists agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of services under this contract by Artists or Artists' agents or employees. County agrees to indemnify and save and hold harmless from any and all causes of action or liability to the extent caused by the negligent act or acts in connection with this contract of the County or anyone for whom the County is legally liable.

**14. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between

the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

The Parties have executed this agreement as of the date written above and intend to be legally bound by it.

**STOREY COUNTY**

**CORRIE ZAM-NORTHAN**

\_\_\_\_\_

\_\_\_\_\_

PURA VIDA SIERRAS ART, LLC

BY: \_\_\_\_\_  
ARIKA PERRY, MANAGER

(Date)

(Date)

Approved as to form by:

\_\_\_\_\_  
Deputy District Attorney

## ATTACHMENT A

1. Artists will research, design and paint a custom mural for the Storey County Courthouse Museum of approximately 850 square feet.
2. Artists will supply their own painting supplies including ladders, but are not required to provide scaffolding or ventilation equipment.
3. The mural will not have UV protective coatings.
4. Mural shall be substantially in conformance with the design concept approved by the Museum Board.

# Storey County, Nevada

FILED

## Commissioners' Meeting Agenda Item Request

2017 MAR 19 TH 2:39

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. (Items received after the deadline will be placed on the agenda of a subsequent meeting.)

Date of Meeting: Tuesday, March 21, 2017	Date Request Submitted: 03-08-17
Agenda Item Requested: <u>Application for Refund of Property Taxes</u> in the amount of \$19,189.58 [see attachment]	
This item is intended for: <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Discussion and Action (at the Board's discretion)	
<input checked="" type="checkbox"/> Supporting documentation is attached <input type="checkbox"/> No supporting documentation is necessary	
Requested by: <u>Stormo Investments LLC Ed Stormo and Georgette Stormo, Managers</u> (please print name clearly)	
Address: <u>PO Box 18539, Reno, NV 89511</u>	
Phone: <u>775-384-6907 home</u>	Email (optional): <u>georgettestormo@charter.net</u>

Please submit this completed form to:

or FAX to:

Storey County Clerk's Office  
PO Drawer D  
Virginia City NV 89440

Storey County Clerk's Office  
(775) 847-0921

Fold at Arrows Here and Above to Place in a Window Envelope

For Office Use Only		
Date Request Received: <u>3/9/17</u>	Received: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> Via FAX	By: <u>(Signature)</u>
<input checked="" type="checkbox"/> Supporting documentation attached - # of pages _____		Meeting date of this item: _____

For additional information, please contact the  
**Storey County Clerk's Office**  
(775) 847-0969 or email [vdixon@storeycounty.org](mailto:vdixon@storeycounty.org)

#9



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 21<sup>st</sup>, 2017

Estimate of time required: 0-5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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1. **Title:** Storey County Fire Protection District agreement with the Nevada Division of Forestry for participation in the Wildland Fire Protection Program (WFPP).

2. **Recommended motion:** *I move to approve the renewal of the Interlocal Contract between the Storey County Fire Protection District and the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry for the Wildland Fire Protection Program and authorize the Chairman to sign.*

3. **Prepared by:** Jeff Nevin

**Department:** Fire District

**Telephone:** (775) 847-0954

4. **Staff summary:** The existing WFPP is due to expire on June 30, 2017. This is required to renew the WFPP agreement for the next biennium. This contract will be in effect from July 1, 2017 through June 30, 2019. There are no cost increases with this contract and the first four years have proved to be beneficial to both parties. This contract is for \$150,000 per year for a total of \$300,000 over the biennium.

5. **Supporting materials:** Interlocal Contract Between Public Agencies, State of Nevada Department of Conservation and Natural Resources (NDF) and the Storey County Fire Protection District.

6. **Fiscal impact:**

Funds Available: Yes

Fund: 250

\_\_\_\_ Comptroller

7. **Legal review required:**

\_\_\_\_ District Attorney

8. **Reviewed by:**

\_\_JN\_\_ Department Head

Department Name: Fire District

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. | 1

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

Department of Conservation and Natural Resources  
Nevada Division of Forestry  
2478 Fairview Drive, Carson City, Nevada 89701  
Phone (775) 684-2500 – Fax (775) 684-2570

And

Storey County Fire Protection District  
145 N "C" Street, Po Box 603  
Virginia City, NV 89440  
Phone 775-847-0968

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

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to Storey County Fire Protection District and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be 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.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$150,000 for State Fiscal Year 2018 and \$150,000 for State Fiscal Year 2019, not to exceed \$300,000 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State employed attorneys and County employed attorneys.

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

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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.

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

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW: JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

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

**FOR STOREY DISTRICT FIRE  
PROTECTION DISTRICT**

**FOR DCNR and DIVISION (STATE)**

\_\_\_\_\_  
Marshall McBride, Chair, Board of Fire Commissioners Date

\_\_\_\_\_  
Joe Freeland, State Forester/Firewarden Date

Attest:

\_\_\_\_\_  
Bradley Crowell, Director, DCNR Date

\_\_\_\_\_  
Vanessa Stephens, County Clerk Date

Approved as to form by:

Approved as to form by:

\_\_\_\_\_  
Anne Langer, District Attorney Date

\_\_\_\_\_  
Bryan Stockton, Deputy Attorney General for Attorney General, State of Nevada Date

APPROVED BY BOARD OF EXAMINERS:

\_\_\_\_\_  
Signature – Nevada State Board of Examiners Date

**Attachment A**  
**WILDLAND FIRE PROTECTION PROGRAM**  
**SCOPE of WORK**

**I. IDENTIFICATION OF ENTITIES**

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. Storey County Fire Protection District, is a political subdivision of the State of Nevada (hereinafter "DISTRICT");

**II. RECITALS**

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the DISTRICT is authorized to serve its community in many different ways, including emergency situation management such as fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the DISTRICT to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the DISTRICT desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the DISTRICT recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the DISTRICT as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role, yet remain available to assist in other Incident Command System (ICS) roles upon request and;

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the DISTRICT has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the DISTRICT;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary");

WHEREAS, all incident business shall be conducted in accordance with the NWCG Interagency Incident Business Management Handbook (hereinafter "IIBMH");

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

### **III. TERMS**

#### **A. Location**

The DISTRICT will provide the DIVISION an accurate map of the current jurisdictional boundaries the DISTRICT enrolled in the WFPP.

#### **B. Payment**

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, or as authorized by the DIVISION Regional Duty Officer due to the accelerated complexity of the incident. The DIVISION will pay qualifying wildland fire suppression expenses to (or for) the participating DISTRICT jurisdiction in the WFPP.

##### **1. Qualifying Expenses**

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31<sup>st</sup> each year, of the jurisdiction) commensurate with values at risk,

for wildland fire suppression and support resources engaged in wildland fire suppression within the DISTRICT jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the IIBMH.

- Assistance By Hire (ABH) resources, including aviation and hand crew resources, when all initial attack suppression forces have been exhausted. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire.
- Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch personnel and services
- Fire suppression damage repair.

## 2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24 hour mutual aid period.
- DISTRICT equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to DISTRICT.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- DISTRICT Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns that were initiated by the DISTRICT and violated the terms and conditions of the burn plan, whether intentionally or not.

### 3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The DISTRICT should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

#### **C. Annual Planning Meeting**

Annually, representatives of the DIVISION, the DISTRICT, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

#### **D. Delegation of Authority**

The DISTRICT extends a "blanket" delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the DISTRICT's jurisdiction. For emergency activities, a formal delegation of authority by the DISTRICT may be created and administered to the DIVISION at the discretion of the DISTRICT.

#### **E. Use of Incident Management Teams**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an Agency Administrator on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

The DISTRICT may request the DIVISION to assist with "all-hazard" incidents as needed and within the scope and qualifications of DIVISION resources, based upon DIVISION availability.

#### **F. Organizing, Equipping, and Training**

The DISTRICT will cooperate in the training, equipping and maintaining of wildland firefighting forces in the DISTRICT.

The DIVISION will assist the DISTRICT in the organizing and training of DISTRICT and cooperator forces to detect, contain and extinguish wildland fires, at no charge.

### **G. Wildfire Pre-Suppression**

The DIVISION will provide, at the DISTRICT'S request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the DISTRICT'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the DISTRICT will collaborate on a wildland fire prevention program that includes a common message.

### **H. Wildfire Suppression**

The DIVISION and the DISTRICT will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. The DIVISION will pay DISTRICT volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the DISTRICT.

### **I. Reporting/Notification**

The DISTRICT will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction that may require DIVISION assistance at time of size up or as soon as reasonably possible.

### **J. Prescribed Burning**

The DIVISION and the DISTRICT will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the DISTRICT based upon availability. Prescribed burning costs are not eligible for reimbursement under the WFPP.

### **K. Review Committee**

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the DISTRICT which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

#### **L. Reimbursement/Payment**

The DIVISION will provide reimbursement to the DISTRICT, or provide for direct payment of approved costs to Federal Agencies and other vendors.

The DIVISION will provide a template/process for billing eligible DISTRICT costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
  - a. One incident per invoice;
  - b. Incident name;
  - c. Incident start date;
  - d. Incident number (State and Federal);
  - e. Contact point for questions;
  - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The DISTRICT will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the DISTRICT within 30 days of the fire being declared out. The DISTRICT will track resources and costs associated with wildland fires.

#### **M. Non-Wildland Fire Emergency Assistance**

The DIVISION will provide to the DISTRICT participating in the WFPP, assistance without cost (subject to availability) requested by the DISTRICT for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment, when such needs exceed the resource capability of the DISTRICT as determined by the State Forester Firewarden or designee.

#### **N. Cost Share Agreements**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. The DIVISION will assume an active role in the development of the cost share agreement and must

ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

**O. Fire Investigations**

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The DISTRICT shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the DISTRICT will provide investigation files relative to the fire to the DIVISION.



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:**

**Estimate of time required:** 15 minutes

**Agenda:** Consent ☐ Regular agenda ☒ Public hearing required ☐

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1. **Title:** Possible action to approve or disapprove consent agreement and mutual release between Storey County Fire Protection District and James Hardie Building Products settling disputed fire code violations.

2. **Recommended motion:** I move to approve the Consent Agreement and Mutual Release between the Storey County Fire Protection District and James Hardie Building Products and authorize the Fire Chief to sign

3. **Prepared by:** Keith Loomis

**Department:** District Attorney's Office

**Telephone:** 847-0964

4. **Staff summary:** See Attachment A

5. **Supporting materials:** Consent Agreement and Mutual Release

6. **Fiscal impact:**

Funds Available:

Fund:

\_\_\_\_\_ Comptroller

7. **Legal review required:**

  X   District Attorney

8. **Reviewed by:**

\_\_\_\_\_ Department Head  
\_\_\_\_\_ County Manager

Department Name:

Other agency review: \_\_\_\_\_

9. **Board action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

#12

Agenda Item No.

## Attachment A

On or about July 11, 2016, the James Hardie Building Products Company (Hardie) facility located at 3000 Waltham Way in McCarran Nevada discovered a leaking flange from its dilute sulfuric acid storage tank. The flange eventually failed and caused fluids to accumulate and eventually overflow the secondary containment facility at the plant. Approximately 68 gallons of the fluid overflowed the containment facility and reached the plant's storm water system where it was contained. On that same date, Hardie called in Clean Harbors, a corporation which provides hazardous materials handling and clean up services, to clean up the spill. The spill was not reported to relevant authorities until August 4, 2016. Largely because of the failure to immediately report the spill, the Storey County Fire District (District) issued a Notice of Violation and imposed fines in an amount of \$63,900.00 dollars. The bulk of the fines accumulated from assessing \$500.00 per day for each day which passed without notification to the District. Hardie contested the alleged violations and appealed the Notice of Violations to the State Fire Marshal's Office pursuant to SCC §15.05.080(C). Following the appeal, Hardie and the District met to discuss a resolution of the appeal and violations. That meeting resulted in the attached Consent Agreement and Mutual Release.

**CONSENT AGREEMENT  
AND MUTUAL RELEASE**

This Consent Agreement and Mutual Release (the "Agreement") is entered into by and between JAMES HARDIE BUILDING PRODUCTS INC. ("Hardie") and STOREY COUNTY FIRE PROTECTION DISTRICT ("the District"), jointly referred to as "the Parties."

WHEREAS, Hardie owns and operates a facility in the Tahoe Reno Industrial Center in Storey County, Nevada that produces fiber cement products ("the Facility");

WHEREAS, on August 22, 2016, the Fire District issued a letter through Fire Marshal Fritz Klinger that alleged violations at the Facility of the 2012 International Fire Code and assessed fines in the total amount of \$63,900 (the "NOAV"). A copy of the NOAV is attached hereto as Exhibit 1.

WHEREAS, Hardie disputes the NOAV, and on September 2, 2016, Hardie filed an appeal of the NOAV with the Storey County Fire Chief.

WHEREAS, at the direction of the Storey County Deputy District Attorney, Hardie filed the appeal of the NOAV with the Nevada State Fire Marshal ("the Appeal"), which Appeal is currently pending. A copy of the Appeal is attached hereto as Exhibit 2.

WHEREAS, the Parties now wish to resolve this matter without further expense, administrative proceedings or litigation;

NOW THEREFORE, in consideration of the promises, terms, and conditions herein contained, the Parties agree as follows:

1. Dismissal of NOAV. Within three court days from the date upon which this Agreement is fully executed, the District shall issue in writing and serve on Hardie and the State Fire Marshal a retraction and dismissal with prejudice of the NOAV.
2. Dismissal of Appeal. Within three court days from the date upon which the District issues the retraction and dismissal of the NOAV, Hardie shall dismiss the Appeal.
3. Commitments of Hardie. Hardie shall implement the following changes at the Facility on or before the dates stated herein.

	<b>Commitment</b>	<b>Date</b>
1.	Labeling of hazardous materials using the Globally Harmonized System Standard	03/15/2017
2.	Installation of an external notification (anticipated to be a sign with flashing strobe light) when secondary containment reaches maximum capacity	07/01/2017
3.	Improvements to sprinkler system <ul style="list-style-type: none"> <li>a. Numbering of external risers to identify system number</li> <li>b. Additional training of supervisors regarding sprinkler system</li> <li>c. Evaluation (anticipated to be observation and pressure testing) by third-party fire system vendor of autoclave and shipping areas to ensure protection from steam and corrosion</li> </ul>	03/15/2017 02/28/2017 02/28/2017
4.	Man door improvements <ul style="list-style-type: none"> <li>a. Reinstall exterior door handles with lock and provide key to the District</li> <li>b. Repair pump house door</li> <li>c. Facility's management team to communicate to employees that exterior doors should not be propped open</li> </ul>	03/31/2017 04/31/2017 01/31/2017
5.	Provide the District with updated Emergency Action Plan	02/15/2017
6.	Repair exterior holes to building	06/01/2017
7.	Bay door improvements <ul style="list-style-type: none"> <li>a. Facility's management team to communicate to employees that bay doors should not be left open</li> <li>b. Install up to four self-closing bay doors in high-use shipping and receiving areas</li> </ul>	01/31/2017 10/01/2017

4. Mutual Releases.

a. Release by the District. The District and its board, officers, agents, representatives and attorneys completely and forever release and discharge Hardie and each of its members, affiliates, control persons, employees, agents, attorneys, managers, shareholders, officers, directors, parents, successors, and assigns of and from all violations or claims, administrative or otherwise, whether known or unknown, asserted or unasserted, in law or at equity, that were or could be brought before an administrative agency or a court, that the District ever had or now has in any way connected with, arising out of, concerning, or related to the facts asserted in the NOAV and/or the Appeal.

b. Release by Hardie. Hardie and each of its members, affiliates, control persons, employees, agents, attorneys, managers, shareholders, officers, directors, parents, successors, and assigns completely and forever release and discharge the District and each of its members, board, officers, agents, representatives and attorneys of and from all violations or claims, administrative or otherwise, whether known or unknown, asserted or unasserted, in law or at equity, that were or could be brought before an administrative agency or a court, that Hardie ever had or now has in any way connected with, arising out of, concerning, or related to the facts asserted in the NOAV and/or the Appeal.

5. No Admission. This Agreement is intended to be a compromise of all matters arising out of or related to the NOAV and the Appeal and shall not (a) constitute evidence or (b) be construed as (i) an admission of a violation of any regulatory requirement, rule or law or of any fact or (ii) a waiver of any rights under the law. Hardie denies that it has any obligation other than as set forth in this Agreement to perform the commitments identified in Paragraph 3 of this Agreement but does so in furtherance of settling the Parties' dispute.

6. No Precedent. This Agreement shall not set a precedent with respect to any other dispute unrelated to the specific facts giving rise to the NOAV and the Appeal. Except for the purpose of enforcing this Agreement, neither this Agreement nor the fact of the settlement shall be admissible in any other administrative or legal proceeding.

7. Construction. This Agreement is a product of negotiation and preparation by and among the Parties and their attorneys, who each played a role in its drafting. Therefore, the Parties acknowledge and agree that this Agreement shall be construed in accordance with its

plain meaning, and any ambiguity shall not be construed against any one party merely because that party was allegedly the drafter thereof. The headings in this Agreement are intended solely for reference and shall be given no effect in the construction or interpretation of this Agreement

8. Integration Clause. This is an integrated agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the Parties and expressly supersedes any and all prior oral or written agreements covenants, representations and warranties (express or implied) concerning the subject matter of this Agreement.

9. Impossibility of Performance. Where implementation of the actions set forth in this Agreement within the deadlines set forth in those paragraphs becomes impossible, despite the timely good faith efforts of the Parties, the party who is unable to comply shall notify the other in writing within fifteen (15) days of the date that the failure becomes apparent, and shall describe the reason for the non-performance. The Parties agree to meet and confer in good faith concerning the non-performance and, where the Parties concur that performance was or is impossible, despite timely good faith efforts, new performance deadlines shall be established. In the event that the Parties cannot timely agree upon a new performance deadline, either of the Parties shall have the right to enforce this Agreement as described in Paragraph 12 herein.

10. Modification. No supplement, modification, waiver, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

11. Authority. Each of the Parties represents and warrants that the person executing this Agreement on its behalf has full and complete legal authority to execute this Agreement on its behalf.

12. Enforcement. The exclusive venue for any action to enforce this Agreement shall be the Second Judicial District Court of the State of Nevada situated in Washoe County, Nevada. This Agreement shall be construed and governed by the laws of the State of Nevada. In any action to enforce this Agreement, the prevailing party shall be entitled to all fees and costs.

*The remainder of this page intentionally left blank*

13. Counterparts. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Electronic copies of any such signed counterparts may be used in lieu of the original.

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the date and year written below.

DATED: March 10, 2017.

JAMES HARDIE BUILDING PRODUCTS, INC.



By: Joe Blasko

Its: Company Secretary

DATED: \_\_\_\_\_, 2017.

STOREY COUNTY FIRE PROTECTION  
DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT 1**

## **EXHIBIT 1**

# STOREY COUNTY FIRE PROTECTION DISTRICT

Post Office Box 603  
Virginia City, NV 89440  
(775) 847-0954 Phone • (775) 847-0987 Fax  
[www.storeycounty.org](http://www.storeycounty.org)

---

August 22, 2016

Mr. Ed Harris  
Environmental Specialist  
James Hardie Building Products  
3000 Waltham Way  
Mc Carran, NV.  
89434

RE: Hazardous Materials Spill 07-11-2016

Dear James Hardie Building Products & Mr. Harris,

On Wednesday 08/03/2016 you (Ed Harris) notified (SCFPD) Storey County Fire Protection District of a Hazardous Materials Spill that occurred on Monday 07/11/2016; 24 days after the discovery of the leak / spill. Due to the interlocal agreement that SCFPD has with the Nevada State Fire Marshal's Office, and your failure to make notification, Storey County Fire Protection District is required to notify the following governing bodies: Nevada Department of Environmental Protection, Storey County Emergency Management, Nevada State Fire Marshal's Office, and Tahoe Reno Industrial Complex General Improvement District.

At the time you made the report, it was requested by SCFPD that you provide a written statement describing the event from the time the leak / spill was detected to the time SCFPD was notified. On 08/04/2016 you provided an email describing the event. Upon receipt of the email dated 08/04/2016 14:00, SCFPD requested a meeting to be held at 1705 Peru Drive with all of the Authorities Having Jurisdiction, (Joe Curtis – Director of Storey County Emergency Management, Fritz Klingler – Fire Marshal Storey County Fire Protection District, Dean Haymore – Director / Building Code Official Storey County Building Department and Community Development). At the meeting on August 11<sup>th</sup>, 2016 in which representatives of James Hardie Building Products JHBP you Ed Harris – Environmental Specialist, Sasha Meyers – Environmental Health & Safety Manager, Shawn Williams - Engineer and Storey County representatives were present, it came to light that upon discovering the leak / spill of Hazardous Materials that your team evacuated all employees from the structure into the break out / training area located on the other wall adjacent from where the Hazardous Materials leak / spill was located without notifying 9-1-1. This is a violation of International Fire Code IFC as well as your own company safety policy for evacuation assembly and rally points.

It was also discovered at the meeting that you accessed the Environmental Protection Agency EPA federal website (<https://www.epa.gov/emergency-response/when-are-you-required-report-oil-spill-and-hazardous-substance-release>) to obtain information on reportable spill requirements. You went on to explain that you determined the reportable quantities RQ or amounts for the particular Hazardous

Material – Sulfuric Acid and Sodium Hydroxide leak / spill that occurred in your facility was 1,000 pounds or approximately 64 gallons. After disclosing this information you went on to state that the secondary containment area has a holding capacity of approximately 3,750 gallons and that the leak / spill overwhelmed the required secondary containment and reached the exterior of the structure, into the breathable air, outside soil / ground and storm drain in the amount of around "68 gallons."

State, local and federal requirements require that the responsible party shall immediately notify "Authorities Having Jurisdiction upon discovering a leak or spill in any quantity that is released into a sewer, storm drain, ditch, drainage canal, creek, stream, river, lake or tidal waterway or on the ground, sidewalk, street, highway or into the atmosphere." There was a period of 24 calendar days that went by prior to notification of Storey County Fire Protection District and to our knowledge there were no other agencies notified other than Clean Harbors which was notified by you or your company.

After discovering that the RQ was 64 gallons and that you had over 3,750 gallons released you failed to comply with State and federal requirements as mentioned in the very website you referenced.

#### ***Hazardous Substances***

*For releases of hazardous substances, the federal government has established Superfund Reportable Quantities (RQs). If a hazardous substance is released to the environment in an amount that equals or exceeds its RQ, the release must be reported to federal authorities, unless certain reporting exemptions for hazardous substance releases also apply.*

*Under the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, the federal government has designated several hundred substances as "extremely hazardous substances" based on their acute lethal toxicity. Under the law, releases of these extremely hazardous substances trigger reporting requirements to state and local authorities, as well as the federal authorities. The owner or operator of a facility that releases an extremely hazardous substance in an amount greater than its established RQ must follow requirements on how to report to the appropriate authorities (in many cases, the State Emergency Response Commission (SERC) and the Local Emergency Planning Committee (LEPC)) for the location where the incident occurs.*

Upon completion of the meeting on 08/11/2016 Storey County Fire Protection District Officials requested permission to perform a site visit of the area where the Hazardous Materials leak / spill occurred. Permission was so granted by you and your associates at JHBP however; Storey County Officials were denied access into the chain link fence / gated area where the spill occurred.

Following the meeting, SCFPD requested records from Clean Harbors whom mitigated the Hazardous Materials Spill and determined that they had mitigated approximately 5,400 gallons of the Sodium Hydroxide and Sulfuric Acid and removed 20 yards of contaminated dirt / soil over the course of their 4 day clean up.

Upon discovery and inspection, it has been found that James Hardie Building Products Fiber Cement Company USA (JHBP) located at 3000 Waltham Way within Storey County, NV., Specifically located within the Tahoe Reno Industrial Complex is in violation of the following:

- Failure / delay to immediately notify and report a Hazardous Materials Spill to the proper Authorities Having Jurisdiction. IFC 5003.3.1
- Unauthorized discharge and release of Hazardous Materials with failure / delay to notify Authorities Having Jurisdiction. IFC 5003.3.1

- Release of Hazardous Materials into a sewer, storm drain, ditch, drainage canal, creek, stream, river, lake or tidal waterway or on the ground, sidewalk, street, highway or into the atmosphere in any quantity failure / delay in notifying Authorities Having Jurisdiction. IFC 5003.3
- Failure / delay to notify Authorities Having Jurisdiction of an unplanned evacuation, due to an actual incident. IFC 401.7
- Failure / delay to provide (EAP) Emergency Action Plan. IFC 5001.3.3.15; 5001.3.3.13
- Failure / delay to provide HMMP - Hazardous Materials Management Plan. IFC 5001.5.1; 407.6
- Failure / delay to provide required marking of Hazardous Materials. IFC 5003.2.4.2.1
- Failure to properly return tanks to service. IFC 5003.2.6.1.1
- Failure to provide / maintain required emergency alarm. IFC 5004.9

All violations of the current adopted International Fire Code Section 50 are subject to a fine of \$500.00 per violation. NEVADA REVISED STATUTES (477.250): Any person who knowingly violates the provisions of this chapter or any of the regulations adopted by the State Fire Marshal's office is guilty of a MISDEMEANOR. Each day that goes by without proper notification occurring is a separate violation constituting a separate offense.

The Honorable Commissioners of the County of Storey, have adopted the 2012 edition of the International Fire Code. Within the IFC may be found other potential violations relating to this hazardous materials spill which may have fines attached of up to \$500.00 per violation and possibly per day.

Attached you will find an invoice for all fines for the above mentioned violations. Additional violations may be found upon discovery related to this incident. Fines are appealable to Storey County District Fire Chief Gary Hames.

It is our goal to provide the safest possible environment for your customers, your staff and ours as well. This will surely lead to less lost time incidents for our valuable customers.

Let me assure you, that we are here to work with you in the best interests of both parties. If you have any further questions, comments or concerns we are always willing to listen and work together to find mutually beneficial solutions.

Best Regards,



Fritz Klingler  
Fire Marshal  
Storey County Fire Protection District  
Office: (775) 847-0954  
Cell: (775) 351-5936



Storey County Fire Protection District  
P.O. Box 603  
Virginia City, NV  
Phone 775-847-0954  
Fax 775-847-0987  
www.storeycounty.org

# INVOICE

## 2016-075

Bill To: Ed Harris EHS Manager CC: Sasha Meyer EHS Manager  
James Hardie Building Products USA  
3000 Waltham Way  
McCarran, NV. 89434

Date: 08/09/2016

24	Failure to provide Emergency Action Plan IFC-5001.3.3.15; 5001.3.3.13	\$500.00
24	Failure to provide HMMP IFC-5001.5.1; 407.6	\$500.00
24	Release of Hazardous Materials IFC-5003.3	\$500.00
24	Unauthorized discharge of Hazardous Materials IFC-5003.3.1	\$500.00
24	Failure to notify and report AHJs of release of Hazardous Materials IFC-5003.3.1	\$500.00
1	Failure to provide marking IFC-5003.2.4.2.1	\$500.00
1	Failure to properly return tanks to service IFC-5003.2.6.1.1	\$500.00
1	Failure to provide emergency alarm IFC -5004.9	\$500.00
24	Failure to notify AHJ of an unplanned evacuation IFC-401.7	\$100.00
Due Upon Receipt		\$63,900.00

**REMITTANCE:** Please include a copy of this invoice with your payment.

Please make payments to: Storey County Fire Protection District  
Attn: Accounts Receivable  
P.O. Box 603  
Virginia City, NV 89440

### IFC.SECTION 50 HAZARDOUS MATERIALS

INTERNATIONAL FIRE CODES Currently Adopted Edition by the Honorable County Commissioners: Any other violation not specifically mentioned in the above FINE schedule will have a FINE of \$100.00.

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Each day on which a violation occurs is a separate offense.

**PAYMENT DUE IN 90 DAYS**

## **EXHIBIT 2**

## **EXHIBIT 2**

DEBBIE LEONARD (#8260)  
MCDONALD CARANO WILSON LLP  
100 West Liberty Street, 10<sup>th</sup> Floor  
P.O. Box 2670  
Reno, NV 89505-2670  
(775) 788-2000

*Attorney for Appellant  
James Hardie Building Products*

BEFORE THE DEPARTMENT OF PUBLIC SAFETY,  
STATE FIRE MARSHAL DIVISION

\* \* \*

IN RE NOTICE OF ALLEGED VIOLATIONS  
OF 2012 INTERNATIONAL FIRE CODE,  
JAMES HARDIE BUILDING PRODUCTS

**APPEAL OF JAMES HARDIE BUILDING PRODUCTS  
AND REQUEST FOR HEARING**

Pursuant to Storey County Code §15.04.080(C)(1), JAMES HARDIE BUILDING PRODUCTS ("JHBP"), through its counsel Debbie Leonard of McDonald Carano Wilson LLP, appeals from the August 22, 2016 letter issued by the Storey County Fire Protection District ("the District"), through Fire Marshal Fritz Klinger, finding alleged violations of the 2012 International Fire Code and assessing fines in the total amount of \$63,900 ("NOAV"). A true and correct copy of the NOAV is attached hereto as Exhibit 1.

The NOAV contains errors of fact and law, is arbitrary and capricious and an abuse of discretion. JHBP requests an evidentiary hearing on this matter as well as a copy of all evidence relied upon by the Storey County Fire Protection District in issuing the NOAV. Please provide the undersigned counsel with all notices and communications regarding this matter.

///

///

///

///

**RECEIVED**

**SEP 16 2016**

STATE FIRE MARSHAL

MCDONALD-CARANO-WILSON  
100 WEST LIBERTY STREET, 10<sup>TH</sup> FLOOR • RENO, NEVADA 89501  
PO BOX 2670 • RENO, NEVADA 89505-2670  
PHONE 775-788-2000 • FAX 775-788-2020

**AFFIRMATION**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: this 16th day of September, 2016.

MCDONALD CARANO WILSON LLP

  
DEBBIE LEONARD (NSBN 8260)

100 West Liberty Street, 10<sup>th</sup> Floor  
Reno, NV 89505-2670

*Attorneys for Appellant*  
*James Hardie Building Products*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO WILSON LLP and that on this date I caused to be hand delivered, a true copy of the APPEAL OF JAMES HARDIE BUILDING PRODUCTS to the individual listed below at his last known business address as follows:

Office of the State Fire Marshal Division  
107 Jacobsen Way  
Carson City, Nevada 89701

I caused a true and correct copy to be placed into the United States Mail to the individuals listed below at his last known business address as follows:

Storey County Fire Protection District  
Gary Hames, Fire Chief  
145 N. "C" Street  
Virginia City, NV 89440

Storey County District Attorney's Office  
Keith Loomis, Deputy District Attorney  
201 S. C St.  
P.O. Box 496  
Virginia City, NV 89440

Dated: September 16, 2016

  
Pamela Miller

## **EXHIBIT 1**

## **EXHIBIT 1**

# STOREY COUNTY FIRE PROTECTION DISTRICT

Post Office Box 603  
Virginia City, NV 89440  
(775) 847-0954 Phone • (775) 847-0987 Fax  
[www.storeycounty.org](http://www.storeycounty.org)

---

August 22, 2016

Mr. Ed Harris  
Environmental Specialist  
James Hardie Building Products  
3000 Waltham Way  
Mo Carran, NV.  
89434

RE: Hazardous Materials Spill 07-11-2016

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Let me assure you, that we are here to work with you in the best interests of both parties. If you have any further questions, comments or concerns we are always willing to listen and work together to find mutually beneficial solutions.

Best Regards,



Fritz Klingler  
Fire Marshal  
Storey County Fire Protection District  
Office: (775) 847-0954  
Cell: (775) 351-5936



Storey County Fire Protection District  
P.O. Box 603  
Virginia City, NV  
Phone 775-847-0954  
Fax 775-847-0987  
www.storeycounty.org

# INVOICE

2016-075

Bill To: Ed Harris EHS Manager CC: Sasha Meyer EHS Manager  
James Hardie Building Products USA  
3000 Waltham Way  
McCarran, NV, 89434

Date: 08/09/2016

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Attn: Accounts Receivable  
P.O. Box 603  
Virginia City, NV 89440

## IFC SECTION 50 HAZARDOUS MATERIALS

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**PAYMENT DUE IN 90 DAYS**



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3-21-17

Estimate of time required: 0 - 5

Agenda: Consent [ ] Regular agenda [x] 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:**

x Department Head

Department Name: Community Development

\_\_\_\_ County Manager

Other agency review: \_\_\_\_\_

9. **Board action:**

[ ] Approved

[ ] Approved with Modifications

[ ] Denied

[ ] Continued

Agenda Item No. 14

# 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

**March 13, 2017**  
Via email

Please add the following item(s) to the **March 21, 2017**, 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. **COBHAM WIRELESS** – Professional / 15950 N Dallas Pkwy ~ Dallas, TX (consulting)
- B. **VISOTEC AMERICA** – Contractor / 1955 Vaughn Road ~ Kennesaw, GA (equipment)
- C. **CAPITOL BUILDERS HARDWARE, INC.** – Contractor / 4699 24<sup>th</sup> St ~ Sacramento (contractor)
- D. **TEKNO IC-DISC, INC.** – Contractor / 2654 W Horizon Ridge ~ Henderson, NV (equipment)
- E. **NEDCON USA, INC.** – Contractor / 10053 Simonson Rd ~ Harrison, OH (racking)
- F. **WEDCO, INC.** – General / 450 Toano Street ~ Reno (distributor)
- G. **MATSUI MACHINE, LTD** – Contractor / 4-10-11 Kawaguchi Osaka-shi JAPAN (machinery)
- H. **MITSUBISHI CHEMICAL ENGINEERING CORP.** – Professional / 2-2 Nihonbashi Tokyo JAPAN
- I. **ROBERT MCKINNEY-LISA MCKINNEY dba The Power Company** – Contractor / 25 Brushland Court ~ Reno (electrical contractor)
- J. **MAAK CORPORATION** – Professional / 401 Ryland ~ Reno (consultant)
- K. **TEAMTECHNIK CORPORATION** – Contractor / 5155 Sugarloaf Pkwy ~ Lawrenceville, GA (equip)
- L. **NORTHERN ELECTRIC, INC.** – Contractor / 12789 Emerson St ~ Thornton, CO (contractor)
- M. **SYSTEM7, INC.** – Professional / 301-B North Detroit ~ West Liberty, OH (consultant)
- N. **PANASONIC INDUSTRIAL DEVICES ENGINEERING CO., LTD** – Professional / 800 Higashiyama Toyama, JAPAN (consultant)
- O. **TECH USA, LLC** – General / 8334 Veterans Hwy ~ Millersville, MD (staffing)
- P. **SIERRA SCALES, LLC** – Home Business / 237 Martin Lane ~ Dayton (home office only)
- Q. **EFFICIENT INDUSTRIAL INSTALLATION, LLC** – Contractor / 3608 Esper ~ El Paso (equipment)
- R. **NEW EARTH CONCEPTS** – Professional / 801 Belfair Ave ~ Orting, WA (consultant)
- S. **MALEKO PERSONNEL** – General / 32108 Alvarado Blvd ~ Union City, CA (staffing)
- T. **TEMARRY RECYCLING, INC.** – General / 476 Tecate Rd ~ Tecate, CA (on-site recycling)

**Inspection Required**

ec: Community Development  
Assessor's Office  
Tourism Office

Planning Department  
Fire Department  
Comptroller's Office

Sheriff's Office  
Commissioners' Office  
Dispatch



## STOREY COUNTY FIRE PROTECTION DISTRICT

2017 Year To Date	
Fires	15
EMS	223
Hazmat	18
Service Call	14
False Alarm	14
<b>Total</b>	<b>284</b>

Year To Date Call Volume

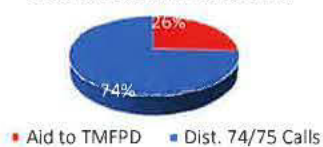


February 2017 Call Volume	
Fires	8
EMS	97
Hazmat	8
Service Call	6
False Alarm	3
<b>Total</b>	<b>122</b>

Internal Statistics Dashboard (2/2017)	
Number of Vol. Responses:	3
Average Response Time:	8:55
Patient Transports January:	30
Patient Transports YTD:	61
Hours spent out of district on transports	69
Highest call volume day of the week:	Wednesday

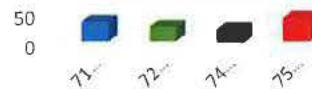
North County Monthly Auto Aid to TM	
Aid to TMFPD	17
Dist. 74/75 Calls	49
North Dist. Total	66

North Dist. Auto Aid



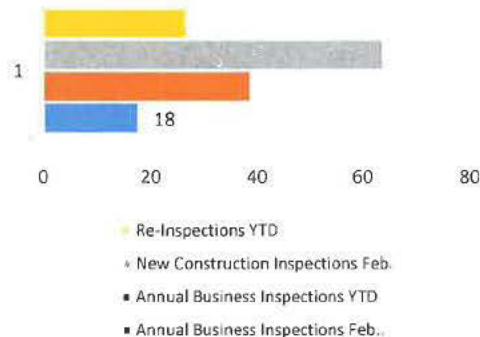
Calls by District (2/2017)	
71 (Virginia City)	34
72 (Virginia City Highlands)	26
74 (Lockwood)	22
75 (McCarran)	40

Calls by district



Fire Prevention (2017)	
Annual Business Inspections Feb..	18
Annual Business Inspections YTD	39
New Construction Inspections Feb.	64
Re-Inspections YTD	27
Number of Fire Permits Issued Feb.	10
Fire Plan Reviews Completed Feb.	21
Burn Permits Issued Feb.	0
30 Foot Clearance Inspections YTD	0

Inspections



Monthly AOR Completed: (2/2017)	
Annual fit testing completed	
Ladder service completed	
Handheld radio inventory completed	
All below ground tanks checked	
Standardization completed on all apparatus	
All evacuation barrels inspected	



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 03/21/17

Estimate of time required: 60 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227 and Storey County Sheriff's Office Employees Association NAPSO Local 9110. This meeting will commence immediately following the regular commission meeting.
2. **Recommended motion.** No action
3. **Prepared by:** Austin Osborne  
  
**Department:** Human Resources **Telephone:** 775.847.0968
4. **Staff summary:** Pursuant to NRS 288 and the existing 2014-2017 bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, and the Storey County Sheriff's Office Employees Association and the Storey County Board of County Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.
5. **Supporting materials:** Provided at meeting.
6. **Fiscal impact:**  
  
Funds Available: n/a 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:**  

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