



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

5/15/2018 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

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 May 15, 2018.
4. **CONSENT AGENDA**

- I For possible action, Approval of business licenses first readings:
- A. SIERRA HOME SVC, LLC dba: MR.APPLIANCE - General / 795 Jacks Valley Rd ~ CC, NV
 - B. SA RECYCLING LLC - General / 2411 N. Glassell St ~ Orange, CA
 - C. MARVIN E. DAVIS & ASSOCIATES - General / 12000 Old Virginia Rd ~ Reno, NV
 - D. GRANT ROBINSON CONSTRUCTION - Contractor / 5935 Quail Rock Ln ~ Reno, NV
 - E. PRIME STORAGE LLC dba: PRIME TRAILER - General/ 10400 E. 102nd Ave ~ Henderson, NV
 - F. MARUI SANGYO CO., LTD - General / 42 Enokise ~ Japan
 - G. HOSE & FITTINGS, ETC - General / 1811 Enterprise Blvd ~ West Sacramento, CA
 - H. VINCO, INC - Contractor / 18995 Forest Blvd ~ Forest Lake, MN
 - I. MISUMI USA, INC - General / 1717 N. Penny Ln ~ Schaumburg, IL
 - J. CALIFORNIA HYDRONICS CORP - General / 2293 Tripaldi Way ~ Hayward, CA
 - K. CALNEVA TOWERS - General / 4690 Longley Ln ~ Reno, NV
 - L. FRAME ARCHITECTURE - General / 14308 Swift Creek Ct ~ Reno, NV
 - M. MECHATECH INC - General / 435-1 ~ Fuzinomori, Japan

II For possible action, Approval of payroll claims in the amount of \$901,827.05 and accounts payable claims in the amount of \$1,270,359.76.

III For possible action, Approval of treasurer's affidavit of mailing of past due notices for all delinquent parcels.

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

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

7. **DISCUSSION/POSSIBLE ACTION:**

Approve Storey County Proclamation in support of Nevada Wildfire Awareness Month - May 2018.

8. **DISCUSSION/POSSIBLE ACTION:**

Approval of contract with Farr West Engineering for design and construction administration for the Six Mile Canyon Drainage Improvement Project and authorization for County Manager to sign all associated documentation. Proposed cost of the agreement is \$214,500.

9. **DISCUSSION/POSSIBLE ACTION:**

Approve appointment of A. Perry, with St. Mary's Art Center, to the vacant "Motel" seat on the Virginia City Tourism Commission effective May 15, 2018.

10. **DISCUSSION/POSSIBLE ACTION:**

Approval and acceptance of Interior Historic Preservation Grant (HPF) matching grant-in-aid award for \$6,998.50 to assist in attendance at the 2018 National Association of Preservation Commission Forum Conference.

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

12. DISCUSSION/POSSIBLE ACTION:

Approval of the second reading to add on-sale to the Virginia City RV Park, LLC, at 355 N F St., Virginia City, NV 89440.

13. ADJOURN TO CONVENE AS THE STOREY COUNTY 474 FIRE PROTECTION DISTRICT BOARD

14. DISCUSSION/POSSIBLE ACTION:

Action to approve the Storey County Fire Protection District 2018 Operating Plan between the USDA, Forest Service Humbolt-Toiyabe National Forest and USDI Bureau of Land Management Carson City District.

15. DISCUSSION/POSSIBLE ACTION:

Review and recommendations for possible action of the 2018-2019 474 Fire Protection District Tentative Budget. Approval of the final budget will be May 21, 2018.

16. ADJOURN TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD

17. DISCUSSION/POSSIBLE ACTION:

Review and recommendations for possible action of the 2018-2019 Water-Sewer Tentative Budget. Final approval of the budget will be May 21, 2018.

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

19. DISCUSSION/POSSIBLE ACTION:

Review and recommendations for possible action of the 2018-2019 Storey County Funds Tentative Budget excluding the Sheriff's Department budget. Final approval of the final budget will be May 21, 2018.

20. DISCUSSION/POSSIBLE ACTION:

Review and recommendations for possible action of the 2018-2019 Storey County Sheriff's Department Tentative Budget. Final approval of the budget will be May 21, 2018.

21. DISCUSSION/POSSIBLE ACTION:

Proposed amendments to the Storey County sign ordinance, Storey County Code Title 17 Zoning, including Chapter 17.84 Signs and Billboards. Additional information including, but not limited to, draft text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org, or viewed online at <http://storeycounty.org/517/Updates>. In addition to the provisions of the NRS, any person may complete and return to the Board a statement supporting or opposing the proposed amendments to the county code and/or zoning ordinance. Additional information may be obtained from the Planning Department at 775-847-1144 or [planning @storeycounty.org](mailto:planning@storeycounty.org).

22. DISCUSSION/POSSIBLE ACTION:

Variance 2018-015 request to allow for the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet. The applicant also requests a variance to the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

23. DISCUSSION/POSSIBLE ACTION:

Approval of businesses license second readings:

- A. ETCEMENDY ENGINEERING, INC - General / 10597 Double R Blvd ~ Reno, NV
- B. KJM ENTERPRISES - General / 145 S. C st ~ Carson City, NV
- C. O&M INDUSTRIES - Contractor / 5901 Ericson Way ~ Arcata, CA
- D. SWIFT TRANSPORTATION CO, OF AZ, LLC - General / 2200 S. 75th Ave ~ Phoenix, AZ
- E. KOYO ELECTRIC INDUSTRIAL CO.,LTD - General / 5-2-22 Fukushima ~ Osaka, JP
- F. PDE HOLDINGS, LLC - Contractor / 90 Corporate Pk Dr ~ Henderson ,NV
- G. HOK ARCHITECTS, INC - General / 10 South Broadway ~ St. Louis, MO
- H. DEACON CONSRUCTION LLC - Contractor / 7745 Greenback Ln ~ Citrus Heights, CA
- I. AQUATECK INTERNATIONAL LLC - General / 1 Four Coins Dr ~ Canonsburg, PA
- J. PROCESS AUTOMATION SOLUTIONS, INC - General / 107 Mill Plain Rd ~ Danbury, CT
- K. SHIMANE JIDOKI CO., LTD - General / 784 Sada Miyavehi ~ Shimane-Ken, JP
- L. SLATER'S DING A WING - General / 2190 Olympic Cr ~ Reno, NV
- M. PREMIER TRAILER LEASING, INC - General / 300 London Dr ~ McCarran, NV

24. PUBLIC COMMENT (No Action)

25. ADJOURNMENT

NOTICE:

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

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

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

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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

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 5/10/2018; 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: 5-15-18

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

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

3. **Prepared by:** Melissa Field

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:**

Funds Available:

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

Agenda Item No.

I

Storey County Community Development

Business Licensing



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

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

May 3, 2018
Via email

Fr: Melissa Field

Please add the following item(s) to the **May 15, 2018**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. SIERRA HOME SVC, LLC dba: MR.APPLIANCE** – General / 795 Jacks Valley Rd ~ CC, NV
- B. SA RECYCLING LLC** – General / 2411 N. Glassell St ~ Orange, CA
- C. MARVIN E. DAVIS & ASSOCIATES** – General / 12000 Old Virginia Rd ~ Reno, NV
- D. GRANT ROBINSON CONSTRUCTION** – Contractor / 5935 Quail Rock Ln ~ Reno, NV
- E. PRIME STORAGE LLC dba: PRIME TRAILER** – General/ 10400 E. 102nd Ave ~ Henderson, NV
- F. MARUI SANGYO CO., LTD** – General / 42 Enokise ~ Japan
- G. HOSE & FITTINGS, ETC** – General / 1811 Enterprise Blvd ~ West Sacramento, CA
- H. VINCO, INC** – Contractor / 18995 Forest Blvd ~ Forest Lake, MN
- I. MISUMI USA, INC** – General / 1717 N. Penny Ln ~ Schaumburg, IL
- J. CALIFORNIA HYDRONICS CORP** – General / 2293 Tripaldi Way ~ Hayward, CA
- K. CALNEVA TOWERS** – General / 4690 Longley Ln ~ Reno, NV
- L. FRAME ARCHITECTURE** – General / 14308 Swift Creek Ct ~ Reno, NV
- M. MECHATECH INC** – General / 435-1 ~ Fuzinomori, Japan

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, Approval of payroll claims in the amount of \$901,827.05 and accounts payable claims in the amount of \$1,270,359.76.
2. **Recommended motion:** Approve as part of the Consent Agenda.
3. **Prepared by:** Vanessa Stephens

Department: Treasurer

Contact Number: 775.847.0969

4. **Staff Summary:** Attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

____ Department Head

Department Name: Treasurer

____ County Manager

Other Agency Review: _____

9. **Board Action:**

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

II

Payroll Type: Regular
 Payroll Groups: 1 2 3 4 5 6 7 8 9
 Check Date: 05/04/18
 Period-end Date: 04/29/18

Check/ Emp #/
 DD # Ded # Payee Amount

Total User Transfer for EFTPS: 47,378.05
 Total Deductor Checks: 131,786.69
 Total Employee Checks: 1,043.66
 Total Employee Direct Deposit: 274,810.63
 Total Employee Deds Xferd on Dir Dep File: 17,488.93
 Total User Transfer to Deductor: 38,923.03
 Total Disbursed: 511,430.99

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN

 COMMISSIONER

 COMMISSIONER

COMPTROLLER

TREASURER

Payroll Type: Regular
 Payroll Groups: 1 2 3 4 5 6 7 8 9
 Check Date: 04/20/18
 Period-end Date: 04/15/18

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			46,553.08
Total Deductor Checks:			15,645.96
Total Employee Checks:			912.12
Total Employee Direct Deposit:			271,595.17
Total Employee Deds Xferd on Dir Dep File:			16,612.32
Total User Transfer to Deductor:			39,077.41
Total Disbursed:			390,396.06

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
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COMPTROLLER		
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TREASURER		
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NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
40651609574	STENCIL			EASE PAVEMENT STENCIL	4/27/18	1528	240.15
40651609574	STENCIL			EASE PAVEMENT STENCIL	4/27/18	1528	240.15
41435646				ESRI GIS CONF	4/27/18	1391	403.71
4288880408				COURTHOUSE FIBER	4/27/18	1391	947.55
5T47MYW9V03J5PP				COMDEV DSL	4/27/18	1391	101.84
5T47MYW9V03J6BC				VCCC DSL	4/27/18	1391	86.68
508590 1-800	STENCIL			96" STOP STENCIL	4/27/18	1528	352.00
8500005676903	HOME			DEPOT-LED AREA LIGHTS	4/27/18	1528	139.00
85600000036708	HOME			DEPOT-RETURN WALL LIGH	4/27/18	1528	119.00-
85600005676895	HOME			DEPOT-PLUMBING FITTING	4/27/18	1528	12.75
85600005792825	HOME			DEPOT-LED WALL LIGHT	4/27/18	1528	119.00

Card Total

18,231.14
 18,231.14

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

 COMPTROLLER

 TREASURER

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

TP	Record#	Post Dt	Tran#	Vend#	Name	Debit Account	Credit Account	Invoice #	Amount
PC	8618	4/27/18	1392	404295	WELLS ONE COMMERCIA	230-230-53014-000	001-000-10300-000	KD SUCURI	3,542.22-
						230-230-53014-000		KD SUCURI	19.98
						230-230-53011-000		KD AMAZON	19.98
						230-230-53061-000		KD VISTAPR	28.74
						230-230-53011-000		TD OFFICE	198.42
						230-230-53010-000		TD USPS	417.95
						230-230-53013-000		TD SOUTHWES	5.50
						230-230-53011-000		TD WALMART	120.00
						230-230-53013-000		DD BEST WE	11.98
						230-230-53013-000		DD TI PIZZ	202.74
						230-230-53013-000		DD TAXI SE	13.91
						230-230-53013-000		DD TI STAR	27.28
						230-230-53013-000		DD TAXI SE	11.37
						230-230-53013-000		DD TAXI SE	28.79
						230-000-10300-000		VILLA BASQ	1,106.64-
PC	8623	4/27/18	1394	404295	WELLS ONE COMMERCIA	001-104-53013-000	001-000-10300-000		35.42-
PC	8641	4/27/18	1528	404295	WELLS ONE COMMERCIA	231-231-53012-000	001-000-10300-000	TD ART	35.42-
						231-231-53011-000		KD AMAZON	61.41
PC	8647	4/27/18	1395	404295	WELLS ONE COMMERCIA	001-142-53012-000	231-000-10300-000	C.NEVIN- R	21.42
PC	8648	4/27/18	1528	404295	WELLS ONE COMMERCIA	020-020-53058-000	001-000-10300-000		82.83-
						001-116-53057-147			61.96-
						001-106-54417-500			61.96-
						001-106-54417-500			22.03
						001-106-54417-500			12.75
						001-106-54417-500			139.00
						001-106-54417-500			119.00
						020-020-53024-000			8560000003
						020-020-53024-500			119.00-
						020-020-53024-000			240.15
						020-020-53024-000			4065160957
						001-116-57002-000			240.15
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									188.00-
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									43.97
									346.45
									30.00
									175.00
									53.30
									699.19-
PC	8659	4/27/18	1396	404295	WELLS ONE COMMERCIA	001-105-53011-000	020-000-10300-000	JF COSTCO	854.33-
						001-105-56506-000	001-000-10300-000	JF COSTCO	188.00-
						001-000-11500-617		JF QUICK S	50.47
						001-105-53029-000		AO NMFR	43.97
						001-105-53029-000		AO NVEDC	346.45
						001-101-53042-000		PW WHISPER	30.00
									175.00
									53.30
									699.19-
PC DEBITS						18,231.14	PC CREDITS	18,231.14-	
TRANSACTION TYPE: VR									
VR	8437	4/27/18	84159	100135	ALSCO INC	001-106-53053-000		PW-LREN135	46.50
						001-118-53053-000		PW-LREN135	74.34

STOREY COUNTY
TRANSACTION POSTING
FOR FISCAL YEAR 2018

[illegible]

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 1,252,128.62

CHECK DATE 4/27/18

COMPTROLLER -----

TREASURER -----

CHAIRMAN -----

COMMISSIONER -----

COMMISSIONER -----

Report No: PB1315
Run Date : 04/26/18

STOREY COUNTY
CHECK REGISTER 4/27/18

Page 7

CHECK NUMBER	VENDOR
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INVOICE DESCRIPTION

P/O #

DATE _____

TRAN#

AMOUNT

CHECK
TOTAL

91934 . WASHOE CO BAR DIRECTORY

LOBBYIST SERVICES
LEGISLATIVE LUNCHEON

4/27/18
4/27/18

84268
84268

2,167.00
80.00

2,247.00

91935 WASHOE COUNTY SENIOR SERV

LOCKWOOD MEALS MARCH 2018

4/27/18

84195

996.20

996.20

91936 WESTERN ENVIRONMENTAL LAB

T-COLI

4/27/18

84189

75.00

75.00

91937 WESTERN NV KENWORTH LLC

RADIO ANTENNA

4/27/18

84235

47.90

47.90

91938 WESTERN TITLE COMPANY

TAX REFUND FITZGERALD R

4/27/18

84294

21.54

21.54

CHECKS TOTAL

1,252,128.62

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91817	A AND H INSURANCE, INC	T SARGENT NOTARY BOND		4/27/18	84295	90.00	90.00
91818	AG LLC	VC/PIPER/V&T PICS		4/27/18	84245	1,000.00	1,000.00
91819	AIRGAS NCN INC	AMB SUPPLIES		4/27/18	84201	28.69	136.65
		AMB SUPPLIES		4/27/18	84201	107.96	
91820	CAPITAL 1 EQUIP FINANCE	V&T INTEREST (5002-00410)		4/27/18	84198	24,040.00	24,040.00
91821	ALLISON, MACKENZIE, LTD	ADVERSE LABOR RELATION VY		4/27/18	84204	12,285.00	12,285.00
91822	ALSCO INC	ST 71 LAUNDRY		4/27/18	84199	13.80	
		ST 72 LAUNDRY		4/27/18	84199	8.77	
		ST 75 LAUNDRY		4/27/18	84199	20.58	
		ST 74 LAUNDRY		4/27/18	84199	10.52	
		SHOP		4/27/18	84159	74.34	
		CH		4/27/18	84159	46.50	
		SHOP		4/27/18	84159	74.34	248.85
91823	AMES CONSTRUCTION	USDA 92-07 SF#271		4/27/18	84276	835,063.90	835,063.90
91824	ARC HEALTH AND WELLNESS	BRANDON PHYSICAL		4/27/18	84202	504.39	504.39
91825	ARROW TRANSMISSIONS, INC	EX25253 TRANSMISSION		4/27/18	84160	3,198.86	3,198.86
91826	BARBUILL-SPENCER, ELAINE	REIMBURSE FOR MAINT SUP		4/27/18	84284	1,477.28	
		GM CONTRACT - APRIL 18		4/27/18	84284	8,333.00	
		PEX CAMP FLIGHT		4/27/18	84284	607.88	10,418.16
91827	BOYD, WHITNEY JOLYN			4/27/18	84260	372.00	372.00
91828	BRANDON, RUSSELL D	PUBLIC ADMINISTRATION		4/27/18	84286	60.00	60.00
91829	BULBMAN	LED BULBS - CH		4/27/18	84183	517.50	517.50
91830	BURRELL, SCOTT LEWIS	2/8/18 - 2/18/18		4/27/18	84246	300.00	
		2/8/18 - 2/18/18		4/27/18	84246	22.50	322.50
91831	BUSINESS & PROFESSIONAL	GARNISHMENT DISBURSED		4/27/18	84215	181.33	181.33
91832	CAD	PEST CONTROL EG DEPOT		4/27/18	84279	350.00	
		PEST CONTROL EG DEPOT		4/27/18	84279	50.00	400.00
91833	JAMSAB REALTY CORP	V&T INTEREST (5002-00411)		4/27/18	84197	14,775.00	14,775.00
91834	CARSON DODGE CHRYSLER INC	TRANS FLUID, GASKET		4/27/18	84184	263.40	263.40
91835	CELLCO PARTNERSHIP	980518597 FIRE		4/27/18	84289	1,602.37	1,602.37
91836	CENTRAL SANITARY SUPPLY	JAIL TP		4/27/18	84219	113.98	113.98
91837	CHARM-TEX	SAHMPPOO/RAZORS/SHAVE GEL		4/27/18	84220	96.04	96.04
91838	CHARTWELL STAFFING SERV	SNYDER,SMITH,LELAND PR		4/27/18	84203	3,491.40	
		SNYDER,SMITH,LELAND PR		4/27/18	84203	3,387.90	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91839	CITY OF CARSON CITY	02/06/18 - 3/6/18		4/27/18	84270	161.97	161.97
91840	CLARK, GOLD & COPPER	ASSESSOR DID NOT UPDATE		4/27/18	84180	7.64	7.64
91841	COLLECTION SERVICE OF NEV	GARNISHMENT DISBURSED		4/27/18	84218	770.68	1,070.07
		GARNISHMENT DISBURSED		4/27/18	84213	299.39	
91842	COMMUNITY CHEST INC	VSU STOP GRANT		4/27/18	84288	422.51	422.51
91843	COMPLETE DOCUM MNGMT SOL	ANNUAL SUPPORT		4/27/18	84179	1,668.00	1,668.00
91844	COMSTOCK CEMETERY FOUNDAT	HPF CEMETERY GRANT PROJEC		4/27/18	84196	2,000.00	2,000.00
91845	COMSTOCK CHRONICLE (VC)	SCHOOL BOARD VACANCY		4/27/18	84177	249.00	
		ORD 18283		4/27/18	84177	140.00	
		ORD 18284		4/27/18	84177	140.00	
		LIFEGUARD		4/27/18	84266	624.00	1,153.00
91846	COMSTOCK GOLD MILL LLC	2/8/18 - 2/18/18		4/27/18	84247	262.50	262.50
91847	CONVERGEONE, INC	VOIP		4/27/18	84238	805.92	805.92
91848	CURTIS, TRACY	T.CURTIS/NO RCPT/RES INSP		4/27/18	84181	16.94	16.94
91849	DAIOHS USA INC	ST 74 WATER		4/27/18	84205	54.95	
		ST 75 WATER		4/27/18	84205	54.95	
		WATER SERVICE LOCKWOOD		4/27/18	84221	54.95	
		LOCKWOOD WATER COOLER		4/27/18	84194	71.66	236.51
91850	DIMARZO, ARMOUR B	GUN SHOW FAM		4/27/18	84224	200.00	200.00
91851	DISH DBS CORPORATION	800 PERIRANCH LOCKWOOD		4/27/18	84193	87.03	87.03
91852	DUNCAN, CANDY L	CONTRACT SERVICES		4/27/18	84273	2,500.00	2,500.00
91853	ELLIOTT AUTO SUPPLY INC	PW25253- TRANS CASE O		4/27/18	84173	8.35	
		PW44527		4/27/18	84173	45.49	
		ROADS- BLADES		4/27/18	84173	73.35	
		FR69948 BUBS		4/27/18	84173	32.36	
		VACTOR FUEL/WATER SEPARA		4/27/18	84173	12.77	
		VACTOR- FILTERS		4/27/18	84173	49.27	
		FR58397 ATF		4/27/18	84173	136.76	
		ROADS DEF 2		4/27/18	84173	53.52	
		SHERIFF62212		4/27/18	84173	25.19	
		SHERIFF68576		4/27/18	84173	12.11	
		FIRE58397		4/27/18	84173	7.90	
		PW67075		4/27/18	84173	3.63	
		SHERIFF62213		4/27/18	84173	84.96	
		SHERIFF62213		4/27/18	84173	86.86	
		SHERIFF67832		4/27/18	84173	80.86	
		SHERIFF66024		4/27/18	84173	140.82	
		SHERIFF66024		4/27/18	84173	28.60	
		FIRE42553		4/27/18	84173	5.97	
		PW44527		4/27/18	84173	8.59	
		SHERIFF66025		4/27/18	84173	4.69	

	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	
91854	FARR WEST ENGINEERING	FIREB172 PW67075 VACTOR FILTERS SHERIFF67832 SHERIFF66024 FR69948 FUEL FILTER SHERIFF62212 SHERIFF602213 SHERIFF67832 FIRE66029		4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18	84173 84173 84173 84173 84173 84173 84173 84173 84173	252.44 17.46 60.81 72.78 50.87 27.73 3.82 73.51 109.27 240.50 107.04	1,918.28
91855	FAST GLASS INC	ROAD REHAB PROJECT REVIEW WMPF MARCH COMPLIANCE INSP WATER PROJ PHASE II COST ESTIMATING HERE.COM DATA TABLE PICTOMETRY PROJ MGMT SEWER IMPROVEMENT224-330		4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18	84161 84161 84269 84161 84269 84269 84269	220.00 220.00 5,817.50 11,854.26 3,490.00 1,125.00 71,269.18	93,995.94
91856	FCC COMMUNICATIONS, LLC	SO/660225 WINDSHIELD		4/27/18	84234	145.00	145.00
91857	FERGUSON ENTERPRISES INC	LAND LINE IN FRT OFFICE FLGR MARK PAINT/SOLVENT LIDS/WATER CONC LIDS/ELEC		4/27/18 4/27/18 4/27/18 4/27/18	84175 84243 84243 84243	176.00 105.00 468.00 39.09	176.00
91858	FERRELLIGAS LP	ST-71/ST-11 INV1101069788 WTR PLANT		4/27/18 4/27/18	84206 84186	203.87 950.04	2,649.73
91859	FLAG STORE OF NEW INC-THE	6 COUNTY FLAGS		4/27/18	84257	630.00	630.00
91860	FLINK COMPANY			4/27/18	84233	3,446.54	3,446.54
91861	GOLDEN GATE/SET PETROLEUM	TRI- REG 63 / DSL 281		4/27/18	84169	863.09	863.09
91862	GRAINGER	MERCURY SPILL KIT REPLACE		4/27/18	84192	504.00	504.00
91863	GRANSBERRY, TOM	5.0 HRS X \$45 4.5 HRS X \$45		4/27/18 4/27/18	84297 84297	225.00 202.50	427.50
91864	GREAT BASIN TERMITE & PES	PIPERS QUARTERLY CH QUARTERLY VCCC QUARTERLY 372 C QUARTERLY PW QUARTERLY WTP QUARTERLY MTC QUARTERLY		4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18 4/27/18	84241 84241 84241 84241 84241 84241 84241	125.00 100.00 35.00 35.00 35.00 35.00 65.00	430.00
91865	HAT, LTD	SURCHARGE ROADS/SURCHARGE ROADS/SURCHARGE ROADS/SURCHARGE		4/27/18 4/27/18 4/27/18 4/27/18	84162 84162 84162 84162	26.88 1,357.44 1,018.08 1,357.44	3,759.84
91866	HENRY SCHEIN			4/27/18	84162	1,357.44	

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91867	HIGH SIERRA BUSINESS	AMB SUPPLIES		4/27/18	84207	683.27	683.27
91868	HOME DEPOT CREDIT SERVICE	DA PRINTER		4/27/18	84240	2,383.12	2,383.12
91869	HOT SPOT BROADBAND INC	HIGH AMP CABLE SMAC GEN		4/27/18	84239	145.00	145.00
91870	HYDRAULIC INDUSTRIAL SERV	ST 72 INTERNET		4/27/18	84237	82.50	82.50
91871	ITI SOURCE LLC	VACTOR- HYD HOSE		4/27/18	84166	94.43	94.43
91872	ITI SOURCE LLC	COMPUTER FOR WATER METER MICROSOFT PROJECT MICROSOFT OFFICE VISIO CISCO SMARTNET RENEWAL		4/27/18	84285	3,038.98 860.22 626.51 1,724.22	6,249.93
91873	JBP LLC	COMP EQUIP FOR EG DEPOT COMP EQUIP FOR EG DEPOT		4/27/18	84290	1,556.56 387.35	1,943.91
91874	JUNDSON, KEITH S	VACTOR- FILTERS, ATF		4/27/18	84174	401.91	401.91
91875	KIMBALL MIDWEST	MISC HARDWARE		4/27/18	84261	95.35	95.35
91876	LEND A CHEK	GARNISHMENT DISBURSED		4/27/18	84163	288.22	288.22
91877	LIFE-ASSIST INC	AMB SUPPLIES		4/27/18	84216	215.72	215.72
91878	LIQUID BLUE EVENTS LLC	AMB SUPPLIES		4/27/18	84208	205.00	205.00
91879	MA LABORATORIES INC	LBE RETAINER MAY		4/27/18	84223	2,285.00	2,285.00
91880	MACKAY MANSION	EAST GATE DEPOT COMPUTER		4/27/18	84291	1,060.46	1,060.46
91881	METRO OFFICE SOLUTIONS IN	2/8/18 - 2/18/18 2/8/18 - 2/18/18 2/8/18 - 2/18/18 2/8/18 - 2/18/18		4/27/18	84248 84248 84248 84248	42.00 11.00 192.50 264.00	509.50
91882	MIGAN, TAMARA	TAB DIVIDERS PENCILS & NOTE CUBES PENCIL SHARPENER BINDER DRY ERASE BRD PAPER		4/27/18	84264 84226 84226 84176 84176 84176	146.27 20.60 21.74 4.57 36.44 41.18	270.80
91883	MONARCH DIRECT LLC	WINDOW LEFT ENVELOPES		4/27/18	84259	26.34	26.34
91884	NEW DEPT OF PUBLIC SAFETY	PSI PRODUCTION		4/27/18	84293	236.63	236.63
91885	NEW DEPT TAXATION	MARCH ROOM TAX		4/27/18	84292	506.48	506.48
91886	NEW FIRE MARSHAL	FC ID 2890- PW PERMIT		4/27/18	84225	33.43	33.43
91887	NEVADA ASSOCIATION OF	POSTER COMMUNICATIONS POSTER COMMDEV		4/27/18	84164 84210 84210	900.00 55.00 1,155.00	900.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91888	NEVADA GRAZING BOARD	FUNDS		4/27/18	84267	37.52	37.52
91889	NEVADA JUDGES OF LIMITED			4/27/18	84262	250.00	250.00
91890	O'REILLY AUTO ENTERPRISES	FR69948 OIL FILTER FR58397 FUEL FILTER SHERIFF62213 FR42552 OIL FILTER ROADS OIL/FUEL FILTER		4/27/18 4/27/18 4/27/18 4/27/18 4/27/18	84172 84172 84172 84172 84172	19.44 41.27 13.98 23.48 18.52	116.69
91891	OFFICE DEPOT INC	INK CARTRIDGE WHITE OUT		4/27/18	84212	19.60	19.60
91892	OPTUMINSIGHT INC	HSA=78 @ 3.75 EACH		4/27/18	84256	292.50	292.50
91893	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE		4/27/18	84263	343.63	343.63
91894	PEREZ ROOFING	STN 71 ROOF		4/27/18	84265	13,185.00	13,185.00
91895	PETRINI, ANGELO D	2/8/18 - 2/18/18 2/8/18 - 2/18/18 2/8/18 - 2/18/18		4/27/18 4/27/18 4/27/18	84249 84249 84250	4.00 66.00 1.00 8.00 8.00	70.00 17.00
91896	PIPER'S OPERA HOUSE	REFILL 3/14/18		4/27/18	84178	1,900.00	1,900.00
91897	PITNEY BOWES INC	\$150 PER UNION CONTRACT		4/27/18	84255	150.00	150.00
91898	POWERS, IRVING	26 S B TEST/BAT REPLACE		4/27/18	84282	155.00	155.00
91899	PROTECTION DEVICES INC	FIRE DEPT. VOLUNTEERS RESRV/COURT ASSND/PRISNRS		4/27/18 4/27/18	84296 84296	139,626.88 36.36	139,663.24
91900	PUBLIC AGENCY COMPENSATIO	ST 71 CANON ASSESSOR CANON		4/27/18 4/27/18	84236 84236	85.45 25.33	110.78
91901	RAY MORGAN CO INC (CA)	USED OIL		4/27/18	84242	100.00	100.00
91902	RENO DRAIN OIL SERVICE	1705 PERU MAINTENANCE		4/27/18	84187	373.00	373.00
91903	RENO GREEN LANDSCAPING IN	RTT MEMBERSHIP		4/27/18	84272	150.00	150.00
91904	RENO TAHOE TERRITORY	JUNE SUPPORT		4/27/18	84211	644.00	644.00
91905	REPORTING SYSTEMS, INC	GARNISHMENT DISBURSED		4/27/18	84217	355.72	355.72
91906	ROBERTS, BOBBI JEAN	LEGAL SERVICES		4/27/18	84271	1,640.00	1,640.00
91907	ROME & HALES, LLP	2/8/18 - 2/18/18 2/8/18 - 2/18/18		4/27/18 4/27/18	84254 84254	75.00 175.00	250.00
91908	SAINT MARYS ARTCENTER INC	INNATE MILK		4/27/18	84229	112.00	112.00
91909	SHERMARK DISTRIBUTORS INC	INNATE MILK		4/27/18	84229	112.00	112.00
91910	SHOAF, BRIAN ALLEN			4/27/18	84229	224.00	224.00

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STOREY COUNTY
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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
91911	SIERRA ENVIRONMENTAL	2/8/18 - 2/18/18		4/27/18	84251	31.50	31.50
91912	SIERRA FIRE PROTECTION LL	BOD5, PH, TTL SUSP SOLIDS		4/27/18	84168	148.00	
91913	NORTHERN NV BUSINESS WKLY	NITRO, FECAL COLIF		4/27/18	84168	105.00	253.00
91914	SIERRA PACIFIC POWER CO	GH DEPOT FIRE EXTINGUISHR		4/27/18	84227	116.00	116.00
		SUBSCRIPTION RENEWAL		4/27/18	84280	120.00	120.00
		110 TOLL RD BLDG		4/27/18	84191	164.43	
		2610 CARTWRIGHT PUMPHSE		4/27/18	84191	9,640.84	
		420 CANYON WY UNIT A		4/27/18	84191	2,910.93	12,716.20
91915	SKRETTA, TRENT			4/27/18	84170	99.00	99.00
91916	SMITH & JONES, INC	PEX MARKETING		4/27/18	84283	2,274.00	2,274.00
91917	SMITH POWER PRODUCTS INC	GENERATOR-TANK HEATER		4/27/18	84188	93.42	93.42
91918	SOUTHERN GLAZERS WINE & S	GEM GIN FOR VISIT CNTR		4/27/18	84222	412.70	412.70
91919	STANARD & ASSOC INC	POST TESTS		4/27/18	84230	135.00	135.00
91920	STAR2STAR COMMUNICATIONS,	JAIL 03/20/18 - 04/19/18		4/27/18	84200	95.59	
		FIRE 71 03/20/15-04/19/18		4/27/18	84200	291.13	
		TRI FIRE 03/20 - 4/19/18		4/27/18	84200	549.42	
		COMPTROLR 3/26 - 4/25/18		4/27/18	84200	529.92	1,466.06
91921	SUN PEAK ENTERPRISES	2/8/18 - 2/18/18		4/27/18	84252	14.00	
		2/8/18 - 2/18/18		4/27/18	84252	182.00	196.00
91922	THATCHER COMPANY	CHLOR 8 / 8 DEP		4/27/18	84244	1,491.07	1,251.07
		DEP REFUND		4/27/18	84244	240.00-	
91923	THE ROASTING HOUSE	GROUP ROOM RENTAL		4/27/18	84277	200.00	200.00
91924	THERMATEMP	TOILET REPAIRS		4/27/18	84231	193.00	193.00
91925	THOMAS PETROLEUM LLC	SHOP- OIL		4/27/18	84165	1,527.36	
		TRI FUEL		4/27/18	84165	1,973.64	3,501.00
91926	TIMELY TESTING LTD	FEE RANDOM COLLECTION		4/27/18	84258	110.00	110.00
91927	TRUCKEE MEADOWS WATER SYS	ST 72 SERVICE		4/27/18	84209	596.86	596.86
91928	TYLER TECHNOLOGIES, INC			4/27/18	84298	630.00	
				4/27/18	84298	875.00	1,505.00
91929	UNITED CENTRAL INDUSTRIAL	R-71 BELTS		4/27/18	84171	86.76	86.76
91930	USA CASH SERVICES MGT INC	GARNISHMENT DISBURSED		4/27/18	84214	145.40	145.40
91931	VIEWU LLC	BODY CAMERAS		4/27/18	84228	10,252.00	10,252.00
91932	VIRGINIA & TRUCKEE RR CO	2/8/18 - 2/18/18		4/27/18	84253	315.00	315.00
91933	WALKER & ASSOCIATES			4/27/18	84253		



Storey County Board of County Commissioners Agenda Action Report

Meeting date:
Agenda Item Type: Consent Agenda

Estimate of Time Required: 0-5 min.

1. **Title:** For possible action, approval of treasurer's affidavit of mailing of past due notices for all delinquent parcels.
2. **Recommended motion:** Approve as part of the Consent Agenda.
3. **Prepared by:** Vanessa Stephens

Department: Treasurer

Contact Number: 775.847.0969

4. **Staff Summary:** Annual mailing of delinquent tax notices.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** 0
7. **Legal review required:** No
8. **Reviewed by:**

____ Department Head

Department Name: Treasurer

____ County Manager

Other Agency Review: _____

9. **Board Action:**

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

III

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

PER NRS 361.5648

I, VANESSA STEPHENS, Treasurer and Ex-Officio Tax Receiver for the County of Storey, State of Nevada, do hereby affirm that I have mailed past due notices to all property owners who are delinquent in their taxes for the 2017/2018 tax year. I affirm that these notices were mailed on April 3, 2018. They were mailed and returned as follows:

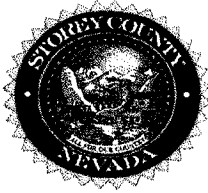
TOTAL DELINQUENT NOTICES MAILED:	336
TOTAL DELINQUENT NOTICES RETURNED:	34
TOTAL DELINQUENT NOTICES UNDELIVERABLE:	13

DATED THIS 29th DAY OF MAY, 2018

Vanessa Stephens
Storey County Clerk-Treasurer

APPROVED THIS 29th DAY OF MAY, 2018

Chairman Marshall McBride
Storey County Board of Commissioners



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5-15-18

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Wildfire Awareness Month

2. Recommended motion

3. Prepared by: Patty Blakely

Department: Community Development

Telephone: 775-315-9974

4. **Staff summary:** Wildfire can threaten Nevadan communities any time of the year. In response, representatives of Nevada's local, state, and federal firefighting agencies; wildfire prone communities; and University of Nevada Cooperative Extension have conducted a wildfire awareness campaign every May since 2006. This year, our message is "Prepare Now! Wildfire knows no season." We would like to ask the Storey County Commissioners to please adopt this proclamation for Wildfire Awareness Month, 2018.

5. **Supporting materials:** Attached.

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

7

**STOREY COUNTY PROCLAMATION
IN SUPPORT OF
NEVADA WILDFIRE AWARENESS MONTH - MAY 2018**

Whereas, wildfire significantly impacts Nevada's environmental, economic and social well-being; and

Whereas, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

Whereas, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

Whereas, wildfires can occur during any month; and

Whereas, residents must stay continuously vigilant and prepared for wildfire throughout the year.

Therefore; be it proclaimed, that the Storey County Board of County Commissioners supports the month of May, 2018 as Nevada Wildfire Awareness Month and this year's theme:

**Prepare Now -
Wildfire Knows No Season!**

as a means for education and a call for residents of Storey County to take action now to reduce the wildfire threat and prepare their homes, families and community for wildfire, and stay prepared throughout the year.

Passed, approved and adopted this 15th day of May, 2018, by Marshall McBride, Storey County Commissioner and Chairman.

Attest:

Marshall McBride, Chairman
Storey County Commissioner

Vanessa Stephens
Storey County Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 10 minutes

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

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval of contract with Farr West Engineering for design and construction administration for the Six Mile Canyon Drainage Improvement Project and authorization for County Manager to sign all associated documentation. *Proposed cost of the agreement is \$214,500.00*
2. **Recommended motion:** I move to approve a contract with Farr West Engineering for design and construction administration for the Six Mile Canyon Drainage Improvement Project and authorize the County Manager to sign all associated documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Storey County requested Farr West Engineering to submit an engineering scope of work and fee proposal for the design and construction administration of the replacement of culverts shoulder widening and guardrail installation at select locations along Six Mile Canyon Road. Over the last several years, the road has been closed for roadway and culvert repairs due to flood events. In January 2017, we experienced a significant weather event. Widespread damage due to storm water flow was evident at several locations along the road. One culvert was completely washed out due to insufficient culvert capacity, which caused water to overtop the road. The shoulder and embankment along many segments of the road were eroded to the edge of pavement. The County completed emergency repairs in an attempt to restore the shoulders, but were unable to restore the shoulder width and embankments slopes to their pre-storm conditions. Minimal shoulder widths and steep embankment slopes remain to this day. The County, in cooperation with NDOT, has received FHWA funding for \$1,259,850.12 to make repairs and upgrades to selected existing storm water infrastructure, including restoration of shoulders due to erosion caused by the aforementioned storm event. The County is required to expend the funds and then seek reimbursement. Due to the number and scale of disasters that occurred throughout the country last year, we have no estimate of when we will receive reimbursement for the project. Farr West Engineering will coordinate the proposed work with FHWA, through NDOT, to ensure the design and construction efforts are eligible for federal participation for a total contracted amount of \$214,500. This contract will allow us to achieve full project design and bidding assistance as well as construction administration. For this project the county has a 5% match and this amount will be part of our match.

5. **Supporting materials:** Farr West Scope of Work
FHWA Project Information

6. **Fiscal impact:**

Funds Available:

Fund: ROAD

___ Comptroller

7. **Legal review required:**

LL District Attorney

8. **Reviewed by:**

CNV Department Head
AM County Manager

Department Name: Commissioner's Office

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item

EXHIBIT A – SCOPE OF WORK

Storey County Six Mile Canyon Culvert Replacement

INTRODUCTION

Storey County (County) has requested Farr West Engineering (Farr West) submit an engineering scope of work and fee proposal for the design and construction administration of the replacement of Culvert ID-10, and for shoulder widening and guardrail installation at select locations along Six Mile Canyon Road.

Over the last several years, the road has been closed for roadway and culvert repairs due to flood events. On January 8 and 9 of 2017, Storey County experienced a significant weather event; receiving 3.25 inches of rainfall in a 24-hour period. Widespread damage due to stormwater flow was evident at several locations along the road. In particular, Culvert ID-10 was completely washed out due to insufficient culvert capacity, which caused water to overtop the road. The shoulder and embankment along many segments of the road were eroded to the edge of pavement. The County completed emergency repairs in an attempt to restore the shoulders, but were unable to restore the shoulder width and embankment slopes to their pre-storm conditions. Minimal shoulder widths and steep embankment slopes remain to this day.

The County, in cooperation with NDOT, has received FHWA funding to make repairs and upgrades to selected existing stormwater infrastructure, including restoration of shoulders due to erosion caused by the aforementioned storm event. Farr West Engineering will coordinate the proposed work with FHWA, through NDOT, to ensure the design and construction efforts are eligible for federal participation.

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with the County and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, subconsultant management, and routine communications.
- Develop and maintain a Project Schedule.
- Conducting a project kick-off meeting with Farr West and County staff.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following deliverables will be submitted under this task:

- Project Schedule.
- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Project duration will be 12 months.
- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 –Permitting Support

Objective

Coordinate, prepare and submit permit applications to Storey County, State, and Federal regulatory agencies.

Approach

The following approach will be performed:

- Contact Storey County and the Nevada Division of Environmental Protection (NDEP) to determine the permitting requirements. Farr West anticipates the County will require a building permit and NDEP will require a permit for working within the stream waterway.
- Prepare and submit the above noted permit applications to the County and NDEP.
- Coordinate environmental clearance with NDOT required for FHWA funding participation.
- Prepare and submit Nationwide Permit (NWP) application and documentation to the USACE for work within waters of the US.
- Perform cultural resource research, site survey and compliance report for all areas where proposed work is outside of the original APE established during the FEMA environmental efforts. This also includes consultation with NDOT and SHPO. Areas within the original APE will be revisited to ensure that the records on file meet the most current guidelines from the SHPO and NDOT.

Deliverables

The following will be delivered under this task:

- Storey County building permit.
- NDEP permit for working within a stream waterway.
- USACE NWP for work within waters of the US.
- FHWA Authority to Proceed (ATP) for construction activities.
- Cultural Resource Compliance Report accompanied with site/architecture forms.

Assumptions

The following assumptions apply:

- All permitting fees will be paid for by the County.

Task 3 – Survey and Mapping

Objective

To supplement existing survey and mapping data for development of CADD base maps in support of design activities. To develop exhibits and legal descriptions for easements, both temporary and permanent, for the proposed work.

Approach

The following approach applies:

- Coordinate with a private utility marking service to mark buried utilities within the project corridor.
- Survey field crews will augment the aerial mapping with additional data that will include the marked utilities, stormwater structure invert elevations and pipe diameters and GIS rights-of-way/parcel lines.
- Update the existing topographic base map of the project site that is comprised of the aerial and field survey data.
- Develop exhibits and legal descriptions for temporary and permanent easements that are required to construct the proposed improvements. These areas cannot be defined until the update to the existing topographic base map is complete.

Deliverables

Electronic files for use in preparing design plans. Legal descriptions and exhibit maps for easements necessary to construct the proposed improvements.

Assumptions

The following assumptions apply:

- Basemap creation will be done in a manner that will provide a 1-foot contour interval map.

Task 4 – Construction Documents (Culvert ID-10)

Objective

Prepare 30%, 60%, 90%, and final plans, technical specifications, and opinion of probable construction costs for the culvert replacement.

Approach

Activities under this task will include the following elements:

30% Design

- Prepare hydraulics memo to determine required RCB culvert size for the 25-year storm event. The memo will also include a comparison of two alternatives for the RCB culvert: precast and cast-in-place. The alternatives comparison will include a short list of pros and cons for each and a recommendation for design. This subtask will also include riprap sizing for streambed and streambank stabilization.
- Prepare preliminary horizontal and vertical alignments of the stormwater culvert and present findings/recommendations to the County in a workshop setting.

- Coordination with the County staff on key design issues, such as reuse of existing culverts, minor revisions to existing streambed limits, and sequence of construction for roadway impacts.
- Prepare and submit 30% plans and opinion of probable construction costs to the County for review and comment.
- Attend 30% design review meeting with the County at their office.

60% Design

- Incorporation of 30% design review comments.
- Coordinate with the County for limits of roadway restoration and traffic control requirements.
- Four general sheets, which include the cover; legend, abbreviations, and notes; overall site plan; and survey control plan.
- One plan/profile sheet of stormwater culvert replacement.
- Two culvert detail sheets.
- One barrier rail/guardrail detail sheet.
- One bank/streambed stabilization detail sheet.
- One erosion and sediment control detail sheet.
- One traffic control plan depicting sequence of construction impacts to the area and alternate traffic access routes.
- One traffic control detail sheet.
- Technical specifications.
- Opinion of probable construction costs.
- Quality assurance and quality control of deliverables to the County.
- One 60% Submittal review meeting with the County at their office.

90% Design

- Incorporation of 60% review comments by the County.
- Refinement of the 60% design of the civil design elements.
- Finalization of Opinion of Probable Construction Costs.
- Submission of 90% plans and specifications to the County for final review and comment.
- One 90% Submittal review meeting with the County at their office.

Final Contract Documents

- Finalized Plans and Specifications submitted to the County for public bid processing.

Deliverables

The following will be delivered under this task:

- Schematic Design Submittal (30%):
 - Three half-size (11 inches by 17 inches) sets of preliminary vertical and horizontal alignment of culvert.

- Detailed project schedule.
- Opinion of Probable Construction Costs.
- Design Development Submittal (60%):
 - Three half-size (11 inches by 17 inches) sets of 60% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Draft Contract Documents (90%):
 - Three half-size sets of 90% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Bid Documents:
 - Submit one electronic set and one paper set of Contract Documents, including Plans, Specifications, and Opinion of Probable Construction Costs. The Final Design Documents will also include the following:
 - Full-size (22"x34") stamped bond plans.
 - An AutoCAD 2016 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic MS Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- Stormwater drawings will be plan/profile at 1 inch =10 feet scale horizontal and 1 inch =2 feet vertical.
- Cover; legend, abbreviations, and notes; overall site plan; survey control plan; traffic control plans; and technical specifications will not be included in 30% design submittal.
- The County will provide review comments for the 60% and 90% submittals to Farr West within 2 weeks of our submission of these documents.
- Project manual will be based on CSI format.

Task 5 – Construction Documents (Shoulder Restoration and Guardrail)

Objective

Prepare 30%, 60%, 90%, and final plans, technical specifications, and opinion of probable construction costs for the culvert replacement. It is assumed that the design plans, technical specifications, and opinion of probable construction costs will be developed concurrently in one bid package and submitted with the Task 4 documents.

Approach

Activities under this task will include the following elements:

30% Design

- Prepare preliminary layouts for shoulder restoration and guardrail installation on plan view, including preliminary typical section, and present findings/recommendations to the County in a workshop setting.

- Coordination with the County staff on key design issues, limits of shoulder restoration and guardrail installation, impacts to existing stream beds, method of shoulder armoring, and sequence of construction for roadway impacts.
- Prepare and submit 30% plans and opinion of probable construction costs to the County for review and comment.
- Attend 30% design review meeting with the County at their office. (Included in Task 4)

60% Design

- Incorporation of 30% design review comments.
- Coordinate with the County for traffic control requirements.
- Two general sheets, which include the overall site plan and survey control plan.
- Seven plan sheets for areas of shoulder restoration and guardrail installation. (1"=20', 22"x34" or 1"=40', 11"x17")
- One typical section detail sheet with bank stabilization.
- One guardrail installation detail sheet.
- One temporary erosion and sediment control detail sheet.
- One traffic control plan depicting sequence of construction impacts to the area and alternate traffic access routes.
- One traffic control detail sheet.
- Technical specifications.
- Opinion of probable construction costs.
- Quality assurance and quality control of deliverables to the County.
- One 60% Submittal review meeting with the County at their office.

90% Design

- Incorporation of 60% review comments by the County.
- Refinement of the 60% design of the civil design elements.
- Finalization of Opinion of Probable Construction Costs.
- Submission of 90% plans and specifications to the County for final review and comment.
- One 90% Submittal review meeting with the County at their office.

Final Contract Documents

- Finalized Plans and Specifications submitted to the County for public bid processing.

Deliverables

The following will be delivered under this task:

- Schematic Design Submittal (30%):
 - Three half-size (11 inches by 17 inches) sets of preliminary plans and typical section of shoulder restoration and guardrail installation.

- Detailed project schedule. (Included in Task 4)
- Opinion of Probable Construction Costs.
- Design Development Submittal (60%):
 - Three half-size (11 inches by 17 inches) sets of 60% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Draft Contract Documents (90%):
 - Three half-size sets of 90% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Bid Documents:
 - Submit one electronic set and one paper set of Contract Documents, including Plans, Specifications, and Opinion of Probable Construction Costs. The Final Design Documents will also include the following:
 - Full-size (22"x34") stamped bond plans.
 - An AutoCAD 2016 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic MS Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- Plan drawings will be at 1"=20' scale (22"x34") / .
- Cover; legend, abbreviations, and notes; overall site plan; survey control plan; traffic control plans; and technical specifications will not be included in 30% design submittal.
- The County will provide review comments for the 60% and 90% submittals to Farr West within 2 weeks of our submission of these documents.
- Project manual will be based on CSI format.
- Project will be bid with the Culvert Replacement work under Task 4.

Task 6 - Bid Support

Objective

Assist the County in the bid selection process and award of the construction contract.

Approach

Activities under this task will include the following elements:

- Post Bid Documents to the Farr West Bidroom website and upkeep of a plan holder's list;
- Attend one pre-bid meeting at the County, including preparation of an agenda and meeting minutes;
- Answer questions from bidders and prepare addenda, as required.
- Review bids received and prepare a letter of recommendation for award of the contract.

Deliverables

Work products will include:

- Four (4) half-size and two (2) full-size sets of bidding documents for County and Farr West use.
- Addenda, as required.
- Letter of recommendation for award.

Assumptions

The following assumptions apply:

- County will conduct the pre-bid at their County Office.
- Preparation of a maximum of 2 addenda is assumed.

Task 7 – Construction Administration

Objectives

Farr West will monitor the project and keep the County informed of the project status at all times, utilizing construction meetings and preparing minutes, field orders, work change directives, and review of pay requests and submittals. Farr West will assist in tracking progress, as well as work, to identify and proactively resolve issues. This phase also includes assisting the County with the construction close out of the construction process and construction contract.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project team.
- Provide routine project management and communications (scope, schedule, budget, invoicing, etc.).
- Establish and maintain a SharePoint site to store project documentation for all parties to retrieve through the duration of the project.
- Prepare agenda and meeting minutes for the pre-construction meeting with the County and Contractor.
- Schedule and manage weekly construction meeting in assistance with the County to provide a forum for and foster open communication between all parties (i.e., Contractor, County, and Farr West). Prepare all agendas and meeting minutes for weekly construction meetings.
- Review Contractor work plans and provide recommendations for approval or acceptance.
- Review Contractor progress schedule.
- Review and response to the Contractor's material submittals, catalog cut sheets, and shop drawings as required.
- Review and respond to applicable Contractor's Requests for Information (RFIs).
- In conjunction with the County, coordinate changes in the contract and issue change orders to the Contractor in an efficient manner. Change Orders will be approved by the County. Force account procedures may be used if the County elects.

- Process Contractor pay requests monthly.
- Collect, review, and log all Certified Payrolls.
- Prepare and distribute Work Change Directives (if deemed necessary) in association with any field orders.
- Attend additional project meetings to discuss specific issues and prepare meeting minutes.
- Maintain all project documentation for the duration of the project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, Field Orders, Work Change Directives, Change Orders, etc. Provide a complete electronic set of documentation at project completion (burned on CD or thumb drive).
- Conduct a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection to verify that all outstanding work items are complete.
- Recommend project final acceptance to the County.
- Review completeness of Contractor's record drawings.
- Prepare record drawings at final completion, based on Contractor's record drawings.

Deliverables

The following deliverables will be submitted under this task:

- Electronic copies of responses to material submittal, cut sheet, and shop drawing review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- One full-size bond set of Record Drawings.
- Five half-size bond sets of the Record Drawings.
- CD of AutoCAD drawings in AutoCAD 2016 format.

Assumptions

The following assumptions apply:

- County staff will review TESC Plan and Traffic Control Plan as part of the permit process.
- Construction is assumed to be 45 calendar days to reach substantial completion.
- Construction is assumed to be 15 calendar days to reach final completion.
- Project manager will be required to visit site one (1) time per week for project related meetings or observations.

TASK 8 – Construction Observation

Objective

Farr West will provide one (1) part-time observer to monitor construction activities.

Approach

The following approach will be taken:

- Provide daily oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.
- Prepare field reports for the days on-site describing the Contractor's activities that identify the site conditions, the effort in which the Contractor executed the work, the work performed, and any issues of concern.
- Monitor records of daily work completed. Meet with the County and Contractor monthly to review unit pay quantities for partial payment requests.
- Collect truck tickets of imported and exported materials.
- Take digital photographs of construction progress and issues and provide to County as attachments to daily reports.
- Assist County project manager in reviewing record drawings prepared by the Contractor that depict the conditions of the work as it progresses.
- Monitor the Contractor's construction activities daily.
- Notify Construction Project Manager of any issues in the field as or before issues occur to allow quick resolution.

Deliverables

The following deliverables will be submitted under this task:

- Daily construction inspection reports.

Assumptions

The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.
- Construction inspection through final completion is assumed to require an average of 40 hours per week over a 8 week calendar period.

TASK 9 – CONSTRUCTION SURVEYING

Objective

Provide construction survey staking of the culvert replacement and guardrail in support of construction activities.

Approach

Activities under this task will include the following elements:

- Coordinate with the Construction Manager and the Contractor for staking the line and grades of the project elements.
- Offset stakes and hubs will be provided at 50' intervals and on appropriate angle points along the guardrail alignment.

Assumptions

The following assumptions apply:

- Cost estimates associated with this task are based on a minimum of one field crew day (8 hours) with associated office support.
- Construction surveying is assumed to require one site visit with average of 60 vehicle miles per round trip.
- Cost estimates contained herein are based on a one time staking effort for all features described above. Stakes that become destroyed and require replacement will be charged to the contractor on a time and expense basis according to rates based on the prevailing wage rates for Lyon County at the time services are performed, per State funding requirements for construction related activities.
- The cost of traffic control needed (if any) has not been included in this scope of services. It is assumed that traffic control for the site, if needed, will be provided by the Contractor.
- Farr West survey crews will follow an on-site safety plan provided by Contractor.
- The above work described that falls within the definition of a "Construction Site Survey" will be performed under the prevailing wage rate at the time the prime contract was awarded.
- Additional requested layout that is beyond this scope of work will be charged at a time and material basis. The minimum charge will be 4 crew hours.

Task 10 – County Directed Services

To cover the costs of project work items that are unforeseen by the County, a task budget of \$10,000 is incorporated into this Amendment. Labor effort will not be charged to this task unless authorized in writing by the County.

EXHIBIT B

SCHEDULE

Notice to Proceed:	May 2018
Field Surveying and Basemap Update:	June 2018
30% Design Submittal:	July 2018
60% Design Submittal:	August 2018
Permit Submittal:	September 2018
90% Design Submittal:	November 2018
Final Design Submittal:	December 2018
Bid and Award Period:	April – May 2019
Construction Notice to Proceed:	June 2019
Construction Substantial Completion:	September 2019
Project Close-out:	December 2019

EXHIBIT C

BUDGET

Task 1	Project Management	\$11,800
Task 2	Permit Support	\$15,800
Task 3	Surveying and Mapping	\$17,600
Task 4	Construction Documents (Culvert)	\$55,500
Task 5	Construction Documents (Guardrail)	\$29,700
Task 6	Bid Support	\$7,800
Task 7	Construction Administration	\$31,000
Task 8	Construction Observation	\$16,500
Task 9	Construction Staking	\$18,800
Task 10	County Directed Services	\$10,000
	PROJECT TOTAL:	\$214,500

EXHIBIT D
Storey County
Six Mile Canyon Culvert
Engineering Fee Estimate

	Principal Engineer	Senior Engineer	EST	Senior Designer	Senior Inspector	Admin	Professional Surveyor	2 Man Survey Crew	Survey Technician	Total Labor	Expenses (\$)	Structural Subconsultant		TOTAL
TASKS	Rate (\$/hr)	\$150	\$150	\$90	\$105	\$100	\$80	\$130	\$165	\$85	Hours	(\$)	(\$)	(\$)
1.0 Project Management														
1.1 Project Coordination and Management		8	24							32	\$4,800			\$4,800
1.3 Monthly Reports/Progress Billings		2	8			12				22	\$2,460			\$2,460
1.4 NDOT Funding Coordination			24			12				36	\$4,560			\$4,560
Subtotal		10	56			24				90	\$11,820			\$11,800
2.0 Permitting Support														
2.1 Correspondence with Agencies		2	8							10	\$1,500			\$1,500
2.2 Permit Applications and Submittals			4			4				8	\$920	\$100		\$1,020
2.3 Cultural Resources Investigation & Reporting for SHPO			4							4	\$600		\$12,650	\$12,650
2.4 Environmental Clearance Coordination with NDOT			4							4	\$600			\$600
Subtotal		2	16			4				22	\$3,020	\$100	\$12,650	\$16,800
3.0 Surveying and Mapping														
3.1 Utility Cooperation				2						2	\$180			\$180
3.1 Field Survey							4	40		44	\$7,120	\$100		\$7,220
3.2 Office Engineering			2				4		16	22	\$2,060			\$2,060
3.3 Easements		2				2	20		60	84	\$8,160			\$8,160
Subtotal		2	4			2	28	40	76	152	\$17,820	\$100		\$17,800
4.0 Construction Documents (Culvert)														
4.1 Hydraulics Memo		1	16							17	\$2,550			\$2,550
4.2 30% Submittal						1				1	\$80			\$80
4.2.1 Preliminary Horizontal & Vertical Alignment			4	12	16					32	\$3,360			\$3,360
4.2.2 Preliminary Cost Estimate		1	2	12						15	\$1,530			\$1,530
4.2.3 Design Review Meeting w/ County		3	3							6	\$900	\$50		\$950
4.3 60% Submittal														
4.3.1 Roadway Restoration & Traffic Control Coordination w/ County			2	2						4	\$480			\$480
4.3.2 General Sheets			1	4	8					13	\$1,350			\$1,350
4.3.3 Plan & Profile			12	16	16					44	\$4,920			\$4,920
4.3.4 Culvert Details			6	8	6					20	\$2,250	\$2,500		\$4,750
4.3.5 Stabilization Details			12		20					32	\$3,900			\$3,900
4.3.6 ESCP			2	4	6					12	\$1,290			\$1,290
4.3.7 Traffic Control Plans			2	6	8					16	\$1,680			\$1,680
4.3.8 Technical Specs			16	2		8				26	\$3,220			\$3,220
4.3.9 Cost Estimate			2	8						10	\$1,020			\$1,020
4.3.10 Design Review Meeting w/ County		3	3							6	\$900	\$50		\$950
4.4 90% Submittal														
4.4.1 Plan Refinement			32	40	40					112	\$12,600	\$2,500		\$15,100
4.4.2 Technical Specification Refinement			4	1		4				9	\$1,010			\$1,010
4.4.3 Update Cost Estimate			2	4						6	\$660			\$660
4.4.4 Design Review Meeting w/ County		3	3	3						9	\$1,170	\$50		\$1,220
4.5 100% Submittal						2				2	\$190			\$190
4.5.1 Plan Refinement			8	16	16					40	\$4,320			\$4,320
4.5.2 Technical Specification Refinement			2	1		4				7	\$710			\$710
4.5.3 Update Cost Estimate			1	2						3	\$330			\$330
4.6 Quality Assurance and Quality Control		8	6	6		4				18	\$2,420			\$2,420
Subtotal		18	141	141	138	23				442	\$66,380	\$150	\$5,000	\$66,500
5.0 Construction Documents (Shoulder Restoration & Guardrail)														
5.1 30% Submittal						1				1	\$80			\$80
5.1.1 Preliminary Plan Layouts & Typical Sections		1	12		12					25	\$3,210			\$3,210
5.1.2 Preliminary Cost Estimate		1	2	8						11	\$1,170			\$1,170
5.2 60% Submittal						2				2	\$160			\$160
5.2.1 General Sheets			1	2	4					7	\$750			\$750
5.2.2 Shoulder Restoration & Guardrail Plan Sheets			7	24	16					47	\$4,890			\$4,890
5.2.3 Typical Sections			2	12	4					18	\$1,800			\$1,800
5.2.4 Guardrail Details			2	4	4					10	\$1,080			\$1,080
5.2.5 ESCP			2	6	8					14	\$1,470			\$1,470
5.2.6 Traffic Control Plans			2	4	4					10	\$1,080			\$1,080
5.2.7 Technical Specs			2			4				6	\$620			\$620
5.2.8 Cost Estimate			2	8						10	\$1,020			\$1,020
5.3 90% Submittal						2				2	\$160			\$160
5.3.1 Plan Refinement			8	20	24					52	\$5,520			\$5,520
5.3.2 Technical Specification Refinement			2			4				6	\$620			\$620
5.3.3 Update Cost Estimate			2	8						10	\$1,020			\$1,020
5.4 100% Submittal						2				2	\$160			\$160
5.4.1 Plan Refinement			4	8	8					20	\$2,160			\$2,160
5.4.2 Technical Specification Refinement			2			2				4	\$460			\$460
5.4.3 Update Cost Estimate			1	4						5	\$510			\$510
5.5 Quality Assurance and Quality Control		8	4							12	\$1,800			\$1,800
Subtotal		10	57	108	82	17				274	\$28,740			\$28,700
6.0 Bid Support														
6.1 Placeholder Administration			4			2				6	\$780			\$780
6.2 Pre-Bid Meeting		2	2	2						6	\$780			\$780
6.3 Respond to Bidder's Questions		1	6	16						23	\$2,490			\$2,490
6.4 Prepare Addenda		1	8	16		4				29	\$3,110			\$3,110
6.5 Review Bids and Make Recommendation of Award		1	2	2						5	\$630			\$630
Subtotal		6	22	36		6				69	\$7,770			\$7,800
7.0 Construction Management and Administration														
7.1 Weekly Construction Management/Meetings (8 weeks)		4	48	16						68	\$9,240			\$9,240
7.2 Pre-Construction Meeting		3	6	2						11	\$1,530	\$50		\$1,580
7.3 Review Product Submittals			2	16		8				26	\$2,380			\$2,380
7.4 Change orders, WCO's, and RF's		6	16	8						30	\$4,020			\$4,020
7.5 Periodic Site Visits		4	16	16						36	\$4,440			\$4,440
7.6 Partial Payment Requests & Certified Payroll			8			24				32	\$3,120			\$3,120
7.7 Substantial Completion Walk Thru			8	4						12	\$1,560	\$100		\$1,660
7.8 Project Closeout Procedures			8	4		8				20	\$2,200			\$2,200
7.9 Record Drawings			2	4	16					22	\$2,340			\$2,340
Subtotal		17	114	70	16	40				267	\$30,830	\$160		\$31,000
8.0 Construction Observation														
8.1 Part-Time On-site Construction Observation (20 hrs/wk over 8 weeks)					160					160	\$16,000	\$500		\$16,500
Subtotal					160					160	\$16,000	\$500		\$16,500
9.0 Construction Staking														
9.1 Construction Staking							12	80	24		\$16,800	\$2,000		\$18,800
Subtotal								80	24		\$16,800	\$2,000		\$18,800
10.0 County Directed Services														
10.1 Services directed by County											\$10,000			\$10,000
TOTAL		63	351	251	162	160	69	28	40	79	\$192,800	\$3,000	\$17,850	\$214,500
Total Cost (rounded):														\$214,500

Task Order

Task Order Number: 25

Date: April 19, 2018

Title: Six Mile Canyon Culvert Replacement

Project Description: Storey County (County) has requested Farr West Engineering (Farr West) submit an engineering scope of work and fee proposal for the design and construction administration of the replacement of Culvert ID-10, and for shoulder widening and guardrail installation at select locations along Six Mile Canyon Road.

Over the last several years, the road has been closed for roadway and culvert repairs due to flood events. On January 8 and 9 of 2017, Storey County experienced a significant weather event; receiving 3.25 inches of rainfall in a 24-hour period. Widespread damage due to stormwater flow was evident at several locations along the road. In particular, Culvert ID-10 was completely washed out due to insufficient culvert capacity, which caused water to overtop the road. The shoulder and embankment along many segments of the road were eroded to the edge of pavement. The County completed emergency repairs in an attempt to restore the shoulders, but were unable to restore the shoulder width and embankments slopes to their pre-storm conditions. Minimal shoulder widths and steep embankment slopes remain to this day.

The County, in cooperation with NDOT, has received FHWA funding to make repairs and upgrades to selected existing stormwater infrastructure, including restoration of shoulders due to erosion caused by the aforementioned storm event. Farr West Engineering will coordinate the proposed work with FHWA, through NDOT, to ensure the design and construction efforts are eligible for federal participation.

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

PART 1 – SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with the County and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, subconsultant management, and routine communications.
- Develop and maintain a Project Schedule.
- Conducting a project kick-off meeting with Farr West and County staff.

- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following deliverables will be submitted under this task:

- Project Schedule.
- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Project duration will be 12 months.
- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 –Permitting Support

Objective

Coordinate, prepare and submit permit applications to Storey County, State, and Federal regulatory agencies.

Approach

The following approach will be performed:

- Contact Storey County and the Nevada Division of Environmental Protection (NDEP) to determine the permitting requirements. Farr West anticipates the County will require a building permit and NDEP will require a permit for working within the stream waterway.
- Prepare and submit the above noted permit applications to the County and NDEP.
- Coordinate environmental clearance with NDOT required for FHWA funding participation.
- Prepare and submit Nationwide Permit (NWP) application and documentation to the USACE for work within waters of the US.
- Perform cultural resource research, site survey and compliance report for all areas where proposed work is outside of the original APE established during the FEMA environmental efforts. This also includes consultation with NDOT and SHPO. Areas within the original APE will be revisited to ensure that the records on file meet the most current guidelines from the SHPO and NDOT.

Deliverables

The following will be delivered under this task:

- Storey County building permit.
- NDEP permit for working within a stream waterway.
- USACE NWP for work within waters of the US.
- FHWA Authority to Proceed (ATP) for construction activities.
- Cultural Resource Compliance Report accompanied with site/architecture forms.

Assumptions

The following assumptions apply:

- All permitting fees will be paid for by the County.

Task 3 – Survey and Mapping

Objective

To supplement existing survey and mapping data for development of CADD base maps in support of design activities. To develop exhibits and legal descriptions for easements, both temporary and permanent, for the proposed work.

Approach

The following approach applies:

- Coordinate with a private utility marking service to mark buried utilities within the project corridor.
- Survey field crews will augment the aerial mapping with additional data that will include the marked utilities, stormwater structure invert elevations and pipe diameters and GIS rights-of-way/parcel lines.
- Update the existing topographic base map of the project site that is comprised of the aerial and field survey data.
- Develop exhibits and legal descriptions for temporary and permanent easements that are required to construct the proposed improvements. These areas cannot be defined until the update to the existing topographic base map is complete.

Deliverables

Electronic files for use in preparing design plans. Legal descriptions and exhibit maps for easements necessary to construct the proposed improvements.

Assumptions

The following assumptions apply:

- Basemap creation will be done in a manner that will provide a 1-foot contour interval map.

Task 4 – Construction Documents (Culvert ID-10)

Objective

Prepare 30%, 60%, 90%, and final plans, technical specifications, and opinion of probable construction costs for the culvert replacement.

Approach

Activities under this task will include the following elements:

30% Design

- Prepare hydraulics memo to determine required RCB culvert size for the 25-year storm event. The memo will also include a comparison of two alternatives for the RCB culvert: precast and cast-in-place. The alternatives comparison will include a short list of pros and cons for each and a recommendation for design. This subtask will also include riprap sizing for streambed and streambank stabilization.
- Prepare preliminary horizontal and vertical alignments of the stormwater culvert and present findings/recommendations to the County in a workshop setting.
- Coordination with the County staff on key design issues, such as reuse of existing culverts, minor revisions to existing streambed limits, and sequence of construction for roadway impacts.
- Prepare and submit 30% plans and opinion of probable construction costs to the County for review and comment.
- Attend 30% design review meeting with the County at their office.

60% Design

- Incorporation of 30% design review comments.
- Coordinate with the County for limits of roadway restoration and traffic control requirements.
- Four general sheets, which include the cover; legend, abbreviations, and notes; overall site plan; and survey control plan.
- One plan/profile sheet of stormwater culvert replacement.
- Two culvert detail sheets.
- One barrier rail/guardrail detail sheet.
- One bank/streambed stabilization detail sheet.

- One erosion and sediment control detail sheet.
- One traffic control plan depicting sequence of construction impacts to the area and alternate traffic access routes.
- One traffic control detail sheet.
- Technical specifications.
- Opinion of probable construction costs.
- Quality assurance and quality control of deliverables to the County.
- One 60% Submittal review meeting with the County at their office.

90% Design

- Incorporation of 60% review comments by the County.
- Refinement of the 60% design of the civil design elements.
- Finalization of Opinion of Probable Construction Costs.
- Submission of 90% plans and specifications to the County for final review and comment.
- One 90% Submittal review meeting with the County at their office.

Final Contract Documents

- Finalized Plans and Specifications submitted to the County for public bid processing.

Deliverables

The following will be delivered under this task:

- Schematic Design Submittal (30%):
 - Three half-size (11 inches by 17 inches) sets of preliminary vertical and horizontal alignment of culvert.
 - Detailed project schedule.
 - Opinion of Probable Construction Costs.
- Design Development Submittal (60%):
 - Three half-size (11 inches by 17 inches) sets of 60% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Draft Contract Documents (90%):

- Three half-size sets of 90% Plans and Specifications.
- Opinion of Probable Construction Costs.
- Bid Documents:
 - Submit one electronic set and one paper set of Contract Documents, including Plans, Specifications, and Opinion of Probable Construction Costs. The Final Design Documents will also include the following:
 - Full-size (22"x34") stamped bond plans.
 - An AutoCAD 2016 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic MS Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- Stormwater drawings will be plan/profile at 1 inch =10 feet scale horizontal and 1 inch =2 feet vertical.
- Cover, legend, abbreviations, and notes; overall site plan; survey control plan; traffic control plans; and technical specifications will not be included in 30% design submittal.
- The County will provide review comments for the 60% and 90% submittals to Farr West within 2 weeks of our submission of these documents.
- Project manual will be based on CSI format.

Task 5 – Construction Documents (Shoulder Restoration and Guardrail)

Objective

Prepare 30%, 60%, 90%, and final plans, technical specifications, and opinion of probable construction costs for the culvert replacement. It is assumed that the design plans, technical specifications, and opinion of probable construction costs will be developed concurrently in one bid package and submitted with the Task 4 documents.

Approach

Activities under this task will include the following elements:

30% Design

- Prepare preliminary layouts for shoulder restoration and guardrail installation on plan view, including preliminary typical section, and present findings/recommendations to the County in a workshop setting.

- Coordination with the County staff on key design issues, limits of shoulder restoration and guardrail installation, impacts to existing stream beds, method of shoulder armoring, and sequence of construction for roadway impacts.
- Prepare and submit 30% plans and opinion of probable construction costs to the County for review and comment.
- Attend 30% design review meeting with the County at their office. (Included in Task 4)

60% Design

- Incorporation of 30% design review comments.
- Coordinate with the County for traffic control requirements.
- Two general sheets, which include the overall site plan and survey control plan.
- Seven plan sheets for areas of shoulder restoration and guardrail installation. (1"=20', 22"x34" or 1"=40', 11"x17")
- One typical section detail sheet with bank stabilization.
- One guardrail installation detail sheet.
- One temporary erosion and sediment control detail sheet.
- One traffic control plan depicting sequence of construction impacts to the area and alternate traffic access routes.
- One traffic control detail sheet.
- Technical specifications.
- Opinion of probable construction costs.
- Quality assurance and quality control of deliverables to the County.
- One 60% Submittal review meeting with the County at their office.

90% Design

- Incorporation of 60% review comments by the County.
- Refinement of the 60% design of the civil design elements.
- Finalization of Opinion of Probable Construction Costs.
- Submission of 90% plans and specifications to the County for final review and comment.
- One 90% Submittal review meeting with the County at their office.

Final Contract Documents

- Finalized Plans and Specifications submitted to the County for public bid processing.

Deliverables

The following will be delivered under this task:

- Schematic Design Submittal (30%):
 - Three half-size (11 inches by 17 inches) sets of preliminary plans and typical section of shoulder restoration and guardrail installation.
 - Detailed project schedule. (Included in Task 4)
 - Opinion of Probable Construction Costs.
- Design Development Submittal (60%):
 - Three half-size (11 inches by 17 inches) sets of 60% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Draft Contract Documents (90%):
 - Three half-size sets of 90% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Bid Documents:
 - Submit one electronic set and one paper set of Contract Documents, including Plans, Specifications, and Opinion of Probable Construction Costs. The Final Design Documents will also include the following:
 - Full-size (22"x34") stamped bond plans.
 - An AutoCAD 2016 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic MS Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- Plan drawings will be at 1"=20' scale (22"x34") / .
- Cover; legend, abbreviations, and notes; overall site plan; survey control plan; traffic control plans; and technical specifications will not be included in 30% design submittal.

- The County will provide review comments for the 60% and 90% submittals to Farr West within 2 weeks of our submission of these documents.
- Project manual will be based on CSI format.
- Project will be bid with the Culvert Replacement work under Task 4.

Task 6 - Bid Support

Objective

Assist the County in the bid selection process and award of the construction contract.

Approach

Activities under this task will include the following elements:

- Post Bid Documents to the Farr West Bidroom website and upkeep of a plan holder's list;
- Attend one pre-bid meeting at the County, including preparation of an agenda and meeting minutes;
- Answer questions from bidders and prepare addenda, as required.
- Review bids received and prepare a letter of recommendation for award of the contract.

Deliverables

Work products will include:

- Four (4) half-size and two (2) full-size sets of bidding documents for County and Farr West use.
- Addenda, as required.
- Letter of recommendation for award.

Assumptions

The following assumptions apply:

- County will conduct the pre-bid at their County Office.
- Preparation of a maximum of 2 addenda is assumed.

Task 7 – Construction Administration

Objectives

Farr West will monitor the project and keep the County informed of the project status at all times, utilizing construction meetings and preparing minutes, field orders, work change directives, and review of pay requests and submittals. Farr West will assist in tracking progress, as well as work, to identify and proactively resolve issues. This phase also includes assisting the County with the construction close out of the construction process and construction contract.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project team.
- Provide routine project management and communications (scope, schedule, budget, invoicing, etc.).
- Establish and maintain a SharePoint site to store project documentation for all parties to retrieve through the duration of the project.
- Prepare agenda and meeting minutes for the pre-construction meeting with the County and Contractor.
- Schedule and manage weekly construction meeting in assistance with the County to provide a forum for and foster open communication between all parties (i.e., Contractor, County, and Farr West). Prepare all agendas and meeting minutes for weekly construction meetings.
- Review Contractor work plans and provide recommendations for approval or acceptance.
- Review Contractor progress schedule.
- Review and response to the Contractor's material submittals, catalog cut sheets, and shop drawings as required.
- Review and respond to applicable Contractor's Requests for Information (RFIs).
- In conjunction with the County, coordinate changes in the contract and issue change orders to the Contractor in an efficient manner. Change Orders will be approved by the County. Force account procedures may be used if the County elects.
- Process Contractor pay requests monthly.
- Collect, review, and log all Certified Payrolls.
- Prepare and distribute Work Change Directives (if deemed necessary) in association with any field orders.
- Attend additional project meetings to discuss specific issues and prepare meeting minutes.
- Maintain all project documentation for the duration of the project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, Field Orders, Work Change Directives, Change Orders, etc. Provide a complete electronic set of documentation at project completion (burned on CD or thumb drive).
- Conduct a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection to verify that all outstanding work items are complete.

- Recommend project final acceptance to the County.
- Review completeness of Contractor's record drawings.
- Prepare record drawings at final completion, based on Contractor's record drawings.

Deliverables

The following deliverables will be submitted under this task:

- Electronic copies of responses to material submittal, cut sheet, and shop drawing review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- One full-size bond set of Record Drawings.
- Five half-size bond sets of the Record Drawings.
- CD of AutoCAD drawings in AutoCAD 2016 format.

Assumptions

The following assumptions apply:

- County staff will review TESC Plan and Traffic Control Plan as part of the permit process.
- Construction is assumed to be 45 calendar days to reach substantial completion.
- Construction is assumed to be 15 calendar days to reach final completion.
- Project manager will be required to visit site one (1) time per week for project related meetings or observations.

TASK 8 – Construction Observation

Objective

Farr West will provide one (1) part-time observer to monitor construction activities.

Approach

The following approach will be taken:

- Provide daily oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.
- Prepare field reports for the days on-site describing the Contractor's activities that identify the site conditions, the effort in which the Contractor executed the work, the work performed, and any issues of concern.

- Monitor records of daily work completed. Meet with the County and Contractor monthly to review unit pay quantities for partial payment requests.
- Collect truck tickets of imported and exported materials.
- Take digital photographs of construction progress and issues and provide to County as attachments to daily reports.
- Assist County project manager in reviewing record drawings prepared by the Contractor that depict the conditions of the work as it progresses.
- Monitor the Contractor's construction activities daily.
- Notify Construction Project Manager of any issues in the field as or before issues occur to allow quick resolution.

Deliverables

The following deliverables will be submitted under this task:

- Daily construction inspection reports.

Assumptions

The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.
- Construction inspection through final completion is assumed to require an average of 40 hours per week over a 8 week calendar period.

TASK 9 – CONSTRUCTION SURVEYING

Objective

Provide construction survey staking of the culvert replacement and guardrail in support of construction activities.

Approach

Activities under this task will include the following elements:

- Coordinate with the Construction Manager and the Contractor for staking the line and grades of the project elements.
- Offset stakes and hubs will be provided at 50' intervals and on appropriate angle points along the guardrail alignment.

Assumptions

The following assumptions apply:

- Cost estimates associated with this task are based on a minimum of one field crew day (8 hours) with associated office support.
- Construction surveying is assumed to require one site visit with average of 60 vehicle miles per round trip.
- Cost estimates contained herein are based on a one time staking effort for all features described above. Stakes that become destroyed and require replacement will be charged to the contractor on a time and expense basis according to rates based on the prevailing wage rates for Lyon County at the time services are performed, per State funding requirements for construction related activities.
- The cost of traffic control needed (if any) has not been included in this scope of services. It is assumed that traffic control for the site, if needed, will be provided by the Contractor.
- Farr West survey crews will follow an on-site safety plan provided by Contractor.
- The above work described that falls within the definition of a "Construction Site Survey" will be performed under the prevailing wage rate at the time the prime contract was awarded.
- Additional requested layout that is beyond this scope of work will be charged at a time and material basis. The minimum charge will be 4 crew hours.

Task 10 – County Directed Services

To cover the costs of project work items that are unforeseen by the County, a task budget of \$10,000 is incorporated into this Amendment. Labor effort will not be charged to this task unless authorized in writing by the County.

PART 2 – COMPENSATION

The Storey County shall pay Farr West on a time and materials basis, including travel, not to exceed Two Hundred Fourteen Thousand and Five Hundred Dollars (\$214,500.00). Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

Task 1	Project Management	\$11,800
Task 2	Permit Support	\$15,800
Task 3	Surveying and Mapping	\$17,600
Task 4	Construction Documents (Culvert)	\$55,500

Task 5	Construction Documents (Guardrail)	\$29,700
Task 6	Bid Support	\$7,800
Task 7	Construction Administration	\$31,000
Task 8	Construction Observation	\$16,500
Task 9	Construction Staking	\$18,800
Task 10	County Directed Services	\$10,000
	PROJECT TOTAL:	\$214,500

PART 3 – SCHEDULE

The following is a *proposed* schedule to be used as a general guideline only.

Notice to Proceed:	May 2018
Field Surveying and Basemap Update:	June 2018
30% Design Submittal:	July 2018
60% Design Submittal:	August 2018
Permit Submittal:	September 2018
90% Design Submittal:	November 2018
Final Design Submittal:	December 2018
Bid and Award Period:	April – May 2019
Construction Notice to Proceed:	June 2019
Construction Substantial Completion:	September 2019
Project Close-out:	December 2019

Owner: Storey County

Engineer: Farr West Engineering

By: _____

By: _____

Print
Name: _____

Print
Name: Brent Farr, P.E.

Title: _____

Title: President

Date
Signed: _____

Date
Signed: _____



U.S. Department
of Transportation
**Federal Highway
Administration**

Nevada Division

June 23, 2017

705 N. Plaza Street, Suite 220
Carson City, NV 89701
Phone 775 687-1204
Fax 775 687-3803

In Reply Refer To:
NV17-1

Mr. Rudy Malfabon, P.E.
Director, Nevada Department of Transportation (NDOT)
1263 South Stewart Street
Carson City, Nevada 89712

Subject: Emergency Relief (ER) Event, Disaster Number: NV17-1

Dear Mr. Malfabon:

On January 18th, 2017, the Nevada Division provided the Nevada Department of Transportation (NDOT) an acknowledgement receipt for the ER event, Disaster Number: NV 17-1 as eligible for ER funding assistance under 23 U.S.C. section 125. The Nevada Division has received NDOT's final Damage Survey Summary Reports for NV 17-1 on June 19th, 2017 and approves your request for a total Federal share of \$9,857,647.14 (this amount includes \$2,000,000 ER Quick Release Funds that NDOT received) as detailed below:

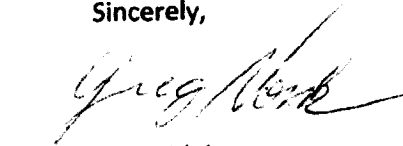
- SR447 in Washoe County: \$444,176.5
- SR447 in Pershing County: \$40,338.49
- SR207 in Douglas County: \$48,889.53
- SR342 in Lyon County: \$190,000
- SR342 in Storey County: \$40,000
- SR877 in Washoe County: \$490,036.21
- SR445 in Washoe County: \$795,751.49
- SR446 in Washoe County: \$4,016,381.67
- SR659 in Washoe County: \$243,080.36
- I-80 in Washoe County: \$2,005,314.31
- US50A in Lyon County: \$194,998.78
- US95A in Lyon County: \$69,558.16
- US50 in Douglas County: \$7,008.53.
- US395 in Douglas County: \$7,152.75.
- US395 in Washoe County: \$5,110.24.
- Six Mile Canyon Road in Storey County: \$1,259,850.12.

All Emergency Opening (EO) repairs are eligible for 100% Federal-aid reimbursement for the first 180 days following the January 7th, 2017 declaration date.

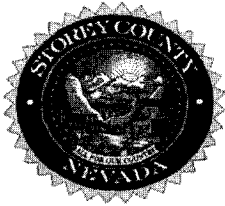
Please ensure that the back-up documentation and photos are maintained at NDOT for reference or if an audit for this Emergency Relief Reimbursement submittal occurs. Additionally, please ensure that NDOT bills FHWA for the approved and eligible work in accordance with the ER manual, and that has been performed and completed in the field.

Please contact Iyad Alattar at (775) 687-1206 if you have any questions.

Sincerely,


for Susan Klekar
Division Administrator

cc: Peter Stephanos, FHWA
Greg Wolf, FHWA
Jacob Waclaw, FHWA
Iyad Alattar, FHWA
Jin Zhen, FHWA
Steven Bragorgos, FHWA
Tylor Finley, FHWA
Anita Bush-NDOT
Mylinh Lidder, NDOT
Christopher Joncas, NDOT



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 5 mins

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

1. **Title:** Virginia City Tourism Commission Appointment

- a. Discussion and consideration to appointment **A. Perry**, with St. Mary's Art Center, to the vacant "Motel" seat on the Virginia City Tourism Commission effective May 15, 2018.

2. **Recommended motion**

Approve the appointment of A. Perry to the Virginia City Tourism Commission's "motel" seat.

3. **Prepared by:** Deny Dotson

Department: Virginia City Tourism Commission

Telephone:

4. **Staff summary:** Note: a certified posting was published in the local paper for two weeks.

5. **Supporting materials:** Letter(s) of interest

6. **Fiscal impact:** none

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

X_ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

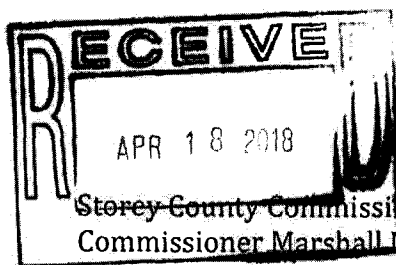
9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No

9



April 15, 2018

Storey County Commissioners:
Commissioner Marshall McBride
Commissioner Lance Gilman
Commissioner Jack McGuffey

RE: Seat on VCTC Board

Dear Commissioners,

After consideration and speaking with the St. Mary's Art Center Board of Directors and others in the community, I submit my interest to fill this position and serve the community and businesses. I am interested in offering my service to help represent not only the lodging component, but also art and culture that would of course help support the lodging business.

In my role as Executive Director of St. Mary's Art Center and its many programs and unique facility, I support and drive various programs and partner with several other art, culture and non-profit organizations. Through this role, I would offer a unique combination of experiences, relationships and perspectives that may be of further interest and beneficial on a strategic level to tourism and local businesses.

There is a history of members of St. Mary's Art Center board members sitting on the VCTC board, but to my knowledge, not an Executive Director. In this particular role, and having deep knowledge of the details of our business, the tourism impacts and feedback of visitors and locals in general, I believe I can offer value to the VCTC. It would be my pleasure to work with you and continue to help support programming, cultural offerings and business within our community.

Please let me know if you have any questions.

Best Regards,

A. Perry
P.O. Box 726
Virginia City, NV
89440

Cc: Deny Dotson



A. PERRY

PO Box 726
Virginia City, Nevada 89440
775.440.0992

EXPERIENCE

Executive Director, St. Mary's Art Center January 2016 – Present
Lead non-profit art center with seven galleries, arts and cultural programs,
property rentals and events management

Gallery Director, St. Mary's Art Center October 2015 – January 2016
Arts Program Curation and Relationship Management

Private Consultant, Various Clients 2011 – 2016
Design and Project & Process Management

Vice President, Jones Lang LaSalle 2005 – 2011
Global Project Management Practice Manager, Microsoft Account

Global Real Estate Project Management Leader, Program Designer and
Trainer, Project Management & Oversight of Capital Projects with Budget
Ranges of \$50k - \$600MM Each

Board of Directors, Bechler Corporation 2002 – 2015

Project Manager, Multiple Clients & Firms 1996 – 2005
Facility Systems, Inc., Informix Software, Ascential Software, IBM
Americas Project Manager, Corporate Real Estate

EDUCATION

Bachelor Degree, Interior Architecture
Kansas State University
College of Architecture and Design
FIDER Accredited 5 year program



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval and acceptance of a United States Department of Interior Historic Preservation Grant (HPF) matching grant-in-aid award for \$6,998.50 to assist in attendance at the 2018 National Association of Preservation Commission Forum Conference.

2. **Recommended motion:** I move to approve and accept a United States Department of Interior Historic Preservation Grant (HPF) matching grant-in-aid award for \$6,998.50 to assist in attendance at the 2018 National Association of Preservation Commission Forum Conference and authorization for Cherie Nevin to sign all associated grant documentation.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** Storey County applied for a United States Department of Interior Historic Preservation Grant (HPF) matching grant-in-aid award for \$6,998.50 to assist in sending five (5) individuals to the 2018 National Association of Preservation Commission Forum Conference in Des Moines, Iowa in July 2018. There is a required match for this grant and that is slated to come from the Community Relations Travel Budget in the amount not to exceed \$3,780.00 this grant is administered by the Nevada State Historic Preservation Office with a start date of May 2, 2018 and ending on September 30, 2018. Storey County Staff and Comstock Historic Commission Members attended this conference in 2016 for the first time and the information gained was invaluable.

5. **Supporting materials:** Historic Preservation Funding Agreement and Budget

6. **Fiscal impact:**

Funds Available: YES

Fund: Community Support ____ Comptroller

7. **Legal review required:**

LL District Attorney

8. **Reviewed by:**

CNN Department Head
____ County Manager

Department Name: Community Relations

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as the "STATE" and **STOREY COUNTY**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

- /X/ ATTACHMENT A – Scope of Work and Budget
- / / ATTACHMENT B - Covenant or Letter of Agreement
- /X/ ATTACHMENT C - Civil Rights Assurance
- /X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures
- / / ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964
- /X/ ATTACHMENT F - Lobbying with Appropriated Funds
- /X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed **\$6,998.50** to assist in **ATTENDANCE AT THE 2018 NAPC FORUM CONFERENCE IN DES MOINES, IOWA.**

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular (Uniform Administrative Requirements for Grants to State and Local Governments and Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non-Profit organizations shall comply with 2 CFR 230 (Cost Principles for Non-profit Organizations). Educational Institutions shall comply

with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.

3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost, or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees, and agents under this agreement.

4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.

5. Provide the STATE with financial reports in a format prescribed by the STATE during the term of the grant. If the SUBGRANTEE fails to provide the required reimbursement request during the *first 60 days* (sixty) following notification of the grant award, the STATE reserves the right to revert the *entire* subgrant amount from the SUBGRANTEE. If the SUBGRANTEE allows *60 days* (sixty) to pass without contacting the STATE to submit a reimbursement request, the STATE reserves the right to revert any *remaining* subgrant funds from the SUBGRANTEE.

6. Maintain:

- a) An accurate record of all cash expenditures (and in-kind expenditures, if applicable) related to the project. Records must be supported by source documentation. If applicable, all volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.
- b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.
- c) A comparison of actual expenditures with budgeted amounts for the Agreement.

7. Notify the STATE immediately in writing of problems or changes in the scope of work or budget. No changes can be made without prior written approval from the STATE.

FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

- 1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:
 - a) Submission of a Financial Report that must be executed by the person responsible for the grant. Copies of all original bills and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request.
- 2. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State

Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:

- a) Termination of the grant by reason of fault of the SUBGRANTEE;
- b) Failure by the SUBGRANTEE to observe any of the conditions or warranties of this Agreement and its incorporated provisions;
- c) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;
- d) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;
- e) This funding agreement may be terminated by either party upon written notification for any of the following:
 - i. if SUBGRANTEE fails to provide or satisfactorily perform any of the conditions called for by this funding agreement within the time requirements specified in this funding agreement or within any granted extension of those time requirements;
 - ii. if it is found by the STATE that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SUBGRANTEE to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable

treatment with respect to awarding, extending, amending, or making any determinations with respect to the performing of such funding agreement; or

iii. if it is found by the STATE that the SUBGRANTEE or their contractor has failed to disclose any material conflict of interest relative to the performance of this funding agreement.

4. In the event the SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, the STATE consents to termination of this agreement. In such event, the SUBGRANTEE shall notify the STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

- a) Terminate all or any part of the balance of the grant.
- b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. The commencement date for all work to be performed under this Agreement is **MAY 2, 2018**. The termination or end date is **SEPTEMBER 30, 2018**. No work performed, or travel expenses encumbered, at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. The SUBGRANTEE and their contractor agree to request reimbursement below the National Park Service's maximum hourly rate of \$82.49. Anything charged above this amount will be the responsibility of the SUBGRANTEE and not the STATE. Financial Reports requesting reimbursement for activity from **MAY 2, 2018 TO SEPTEMBER 30, 2018** must be submitted no later than close of business on **OCTOBER 30, 2018** and will not be

allowable for reimbursement after that date. Upon receiving reimbursement requests, the STATE will review the request for completeness and accuracy. If complete and accurate, the reimbursement request will be processed within fifteen (15) business days upon receipt. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement. Upon successful completion and acceptance of final report by the STATE, the STATE will issue an official letter to the SUBGRANTEE to close out the grant.

6. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.

7. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

8. The STATE in accordance with the Office of Management and Budget (OMB) Omni-Circular (36 CFR 200.501), for the Single Audit Act, requires:

a) Non-Federal entities that expend \$750,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.

b) Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.

d) Exemption when Federal awards expended are less than \$750,000. Non-Federal entities that expend less than \$750,000 a year in Federal awards are

exempt from Federal audit requirements for that year, except as noted in Omni-Circular (36 CFR 200.501), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

The parties hereto represent and warrant that the person executing this funding agreement on behalf of each party has full power and authority to enter into this funding agreement. The SUBGRANTEE acknowledges that as required by the previously cited statutes or regulations [NHPA 1966 (P.L. 89-665), OMB A-102, A-133, 2 CFR 225, 2 CFR 230, 2 CFR 220, NRS 244, NRS 320, NRS 383.081, and NRS 354.626] of this funding agreement is effective only for the period specified in this funding agreement, unless an extension is granted by the STATE. Any services performed by the SUBGRANTEE or their contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of the SUBGRANTEE.

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

[remainder of page intentionally blank]

SUBGRANTEE—STOREY COUNTY

Signature: _____

Date: _____

Name (print): _____

Title (print): _____

**STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC
PRESERVATION OFFICE**

By: _____

Date: _____

Rebecca Lynn Palmer, State Historic Preservation Officer

ATTACHMENT A-1

SCOPE OF WORK

Project Title: Attendance at the National Alliance of Preservation Commission's (NAPC) FORUM 2018 in Des Moines, Iowa using National Park Service (NPS) funds (HPF #32-18-161416).

This project shall support the completion of the following:

Allow travel for five (5) individuals to NAPC's FORUM 2018 in Des Moines, Iowa.

Allowable costs will include:

- Transportation (flights, rental car, parking)
- Mileage (at State rate of \$.5450 per mile)
- Daily Per Diem in accordance with U.S. General Services Administration (GSA) approved rates
- Conference lodging
- Conference registration and membership

A valid receipt must accompany all expenses submitted for reimbursement. Any other travel related expenses may be allowable with prior SHPO approval submitted no later than COB on July 1, 2018.

State Historic Preservation Office (SHPO) and NPS Project Stipulations:

1. If any changes are made to the travel plans, the subgrantee must submit updated specifications for the expenditure before any travel commences and for written approval from the SHPO.
2. The subgrantee shall provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee shall refund the amount to the SHPO.

ATTACHMENT A-2 BUDGET		
Participant:	Storey County	
Project Title:	Attendance at the 2018 NAPC FORUM Conference in Des Moines, Iowa	
Termination Date:	September 30, 2018	
Project ID #	HPF Grant # 32-18-161416	
Itemized Budget	Federal Share	\$ 6,998.50
	Non-Federal Share	\$ 3,780
Total Project Costs:		\$ 10,778.50

ATTACHMENT B

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this

assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

_____ Signature of Authorized Certifying Official	_____ Title
------------------------------------------------------	----------------

_____ Authorized Certifying Official (<i>print name</i>)	_____ Date Submitted
---------------------------------------------------------------	-------------------------

STOREY COUNTY
Applicant/Organization

PO BOX 176, VIRGINIA CITY, 89440
Applicant/Organization Mailing Address

NEVADA STATE HISTORIC PRESERVATION OFFICE
Bureau or Office Extending Assistance

ATTACHMENT C

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include, but not be limited to the following:

- a. Including qualified small and minority businesses and solicitation lists.
- b. Assuring that small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy American

Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than \$25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than \$25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder

whose proposal will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding, or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:

- a. The item is available only from a single source.
- b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
- c. The State authorizes noncompetitive negotiation.

4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

- 1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
- 2. All negotiated contracts (except those awarded by small purchases procedures)

awarded by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

Signature of Subgrantee

Date

Subgrantee Name (print)

Title (print)

STOREY COUNTY

Organization

ATTACHMENT D

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

“No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.”

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as “lobbying,” are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

Signature of Subgrantee

Date (*print*)

Subgrantee (*print*)

Title (*print*)

STOREY COUNTY
Organization

ATTACHMENT E
CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by is grant.

Neither the grantee, nor its subgrantees or subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the State Historic Preservation Office, including the Board for Museum's and History, shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

Signature of Applicant

Date (*print*)

Applicant (*print*)

Title (*print*)

STOREY COUNTY
Organization

DETAILED BUDGET FORM

Grantee: Storey County

1. Personnel:

	Position Title	Hours	Hourly Rate (HR)	X if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.									
b.									
c.									
Sub-total:								\$	

2. FORUM Travel:

		Rate	Miles/# of days	Total Amount	Federal Share	Non-Federal Share
a.	Transportation--Flights	\$680	5 people	\$3,400	\$3,400	0
	Rental Car(s)	\$75	5	\$375	\$155	\$220
	Parking	\$14	5 days x 4 people	\$280	\$280	0
b.	Per Diem Reimbursements (Breakfast)	\$13	5 days x 5 people	\$325	\$325	0
	Per Diem Reimbursements (Lunch)	\$15	5 days x 5 people	\$375	\$375	0
	Per Diem Reimbursements (Dinner)	\$26	5 days x 5 people	\$650	\$53	\$597
c.	Mileage (\$.5450 per mile)	.545	60 miles x 5 people	\$163.50	\$163.50	0
d.	Lodging	\$188	4 nights x 5 rooms	\$3760	\$797	\$2963
e.	Conference Registration (regular, with membership):	\$250+ membership	5	\$1350	\$1350	0
f.	Other: Incidentals	\$5.00	5	\$100	\$100	0
Sub-total:				\$ 10,778.50	\$ 6,998.50	\$3,780

DETAILED BUDGET FORM

Grantee: Storey County

3. Other (please specify or attach detailed budget):

	Rate	Amount	Federal Share	Non-Federal Share
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
Sub-total:		\$	\$	\$

4. Section #1- 3 Subtotals:

	Amounts	Federal Share	Non-Federal Share
1. Personnel	\$ 0	\$ 0	\$0
2. FORUM Travel	\$ 10,778.50	\$ 6,998.50	\$ 3,780
3. Other	\$ 0	\$ 0	\$ 0
Sub-total:	\$10,778.50	\$ 6,998.50	\$ 3,780

5. **Awarded Federal Share Total**
6. **40% of Project Costs (Non-Federal Share)**
7. **Actual Non-Federal Share**
8. **Project Costs**

Subtotal:	\$ 6,998.50
Subtotal:	\$ 4,311.40
Subtotal:	\$ 3,780
Grand Total:	\$ 10,778.50



Storey County Board of County Commissioners

Agenda Action Report

LIQUOR BOARD

Meeting date: 5/15/18

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Second reading for amendment to existing liquor license: adding On-Sale Liquor License to the Virginia City RV Park, LLC., (Carol Maley) 335 N F St., Virginia City, NV 89440.

2. **Recommended motion:** Second reading for amendment to existing liquor license: adding On-Sale Liquor License to the Virginia City RV Park, LLC., (Carol Maley) 335 N F St., Virginia City, NV 89440.

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

A handwritten signature in black ink, likely belonging to Brandy Gavenda.

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:** Second reading for amendment to existing liquor license: adding On-Sale Liquor License to the Virginia City RV Park, LLC., (Carol Maley) 335 N F St., Virginia City, NV 89440.

5. **Supporting materials:** None

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff, Gerald Antinoro

A handwritten signature in black ink, likely belonging to Gerald Antinoro.

____ County Manager

Other agency review: _____

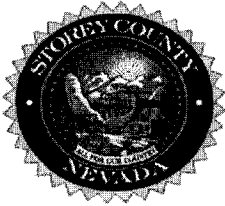
9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

12



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 0-5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Possible Action to approve the Storey County Fire Protection District 2018 Operating Plan between the USDA, Forest Service Humbolt-Toiyabe National Forest and the USDI Bureau of Land Management Carson City District.
2. **Recommended motion:** *I move to approve the Operating Plan between the Storey County Fire Protection District and the USDA, Forest Service Humbolt-Toiyabe National Forest and the USDI, Bureau of Land Management Carson City District and authorize the Chairman and Fire Chief to sign.*
3. **Prepared by:** Jeff Nevin

Department: Fire District

Telephone: (775) 847-0954

4. **Staff summary:** This is an annual review and update to the Cooperative Fire Protection Agreement that was signed in 2016. This document outlines the purpose, provisions, notifications, coordination, communication, operations, rates, cost sharing, and compensation, if applicable, to all listed parties and is the frame work by which business is conducted in the event of a major wild land fire. This plan is the same as previous years and is required to be updated and signed annually.
5. **Supporting materials:** Agreement is attached
6. **Fiscal impact:**

Funds Available: N/A Fund: N/A _____ Comptroller

7. **Legal review required:**

__KL__ District Attorney

8. **Reviewed by:**

__JN__ Department Head

Department Name: Fire District

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

14

2018
OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
between the

STOREY COUNTY FIRE PROTECTION DISTRICT

and
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

and
USDI, BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT

This Operating Plan (OP) is entered into by and between Storey County Fire Protection District hereinafter referred to as the District; United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the Forest Service; and the USDI, Bureau of Land Management, Carson City District, hereinafter referred to as the BLM. Forest Service and BLM jointly will be referred to as the Federal Agencies. Collectively, all will be referred to as Parties. This OP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

A. PURPOSE:

The purpose of this OP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

B. GENERAL PROVISIONS:

The District is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District are intermingled or adjacent to lands protected by the Federal Agencies.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* ("Red Book" Ch. 7); and

- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

The Federal Agencies have the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies dated 6/29/2016. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for fighting structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be up to 24 hours unless specified otherwise (i.e., cost share agreement).
2. All assistance beyond the 24 hours shall be assistance-by-hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For the purpose of this OP, fire engines (all types), water tenders (all types) and initial attack overhead are understood by the Parties to be mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.
4. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit G for cost share agreement template.
5. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
6. Participation of District resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.

All resources provided by District for suppression activities on the federal jurisdiction fires during the "off season" will be considered assistance-by-hire. This period is October 15 to May 15 each year.

For any “off season” federal fires to be considered for assistance-by-hire reimbursement, the District must:

- Contact the Sierra Front Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

C. AGENCY CROSS NOTIFICATION OF FIRES:

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the District will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Fire Name
2. IC's Name
3. Location (lat & long and general or common name location)
4. Present size (in acres)
5. Spread Potential
6. Resources needed, increase or decrease response

D. ANNUAL COORDINATION MEETING:

A coordination meeting between the District and the Federal Agencies will be held as needed annually by April 1. This meeting will review the past year of cooperative assistance and revise the OP, as needed. All exhibits will be reviewed, updated as needed, and attached to the OP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

Maps which identify each of the Parties' jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas.

Exhibits A and B identify each of the Parties' jurisdictional boundaries and shall become part of this OP. It is preferred that maps be produced in a GIS format.

E. COMMUNICATIONS/FREQUENCIES:

Each Party to this agreement agrees to maintain up-to-date list of telephone numbers for each principal emergency contacts.

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground.

Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contacts, and interoperable radio hardware).

See Exhibit D for a current list of frequencies and repeater locations.

F. OPERATIONS:

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

- a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
 - b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.
2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.

Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chain saw use) may be required.
3. Before fire suppression efforts begin all fire fighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering.
7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this OP.

9. Sierra Front Interagency Dispatch Center will coordinate the use of aircraft resources. The District may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The District will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that District who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The Federal Agencies will not pay for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered assistance-by-hire, and therefore always billable.
- a. Air Operations: Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers (LAT), and very large airtankers (VLAT). These aircraft play a critical role in supporting firefighters on the ground.
 - b. Pilot and Aircraft Approval: All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).
 - c. Boundary Issues: The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 MHz (TX tone 110.9). Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.
 - d. Airspace De-confliction: Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid-air collision or TFR intrusion by sharing information regarding flight activity with Department of Defense military units, general aviation and other agency aviation programs. Airspace de-

confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.

- e. Temporary Flight Restrictions (TFR): In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
 - f. Fire Traffic Area (FTA): The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.
 - g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.
10. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
11. General Cooperative Activities: All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
12. Information and Education:
- a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
 - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
 - c. Local Education Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.
 - d. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.
13. Cause and Origin Investigations:
- a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located

will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.

- b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.
 - c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
 - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
 - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
 - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.
14. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface – The operational roles of the Federal Agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
16. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.
17. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.

G. SHARING FACILITIES:

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

Incidents: Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

H. PROTECTION ORGANIZATION & RATES:

See the Agency Rate Tables in Exhibit E.

I. COST SHARE:

Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should implement a method to track costs that occur outside of the cost share period (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

A cost share agreement will be developed on the basis of one or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. You Order, You Pay (YOYP)
 - a. A unified ordering point is required and agencies agree to who will order which resources.
 - b. On-incident support costs may be split by the percentage of agency requested resources.
 - c. Off-incident support costs are paid for by the ordering unit.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

An after-action fiscal review may be conducted at the request of any Party.

Cost Shared Items: The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. Incident Rehabilitation Costs - Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs - Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, the provisions in the Cooperative Agreement associated with this OP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casualties, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.
- j. Administrative Surcharge (Indirect Charge) - The Parties to this agreement will not charge each other an Administrative Surcharge/Indirect Charge. Resources obtained via external agreements which include an administrative surcharge are allowable.

Non-Cost Shared Items: The following lists items that are typically not cost shared:

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Administrative Overhead Costs - Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.
- d. Move Up and Cover Costs - Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.
- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFPP). If the District is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on the cost share. The District is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

J. COMPENSATION FOR SERVICES:

This portion of the OP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. **Within Mutual Aid Period:** No billing will occur for expenses with the mutual aid period except for the resources identified as assistance-by-hire.
2. **Resources working beyond Mutual Aid Period:** The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. **Incident Billing Documentation:** Federal, State and Local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), State or Local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor

should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

It is recommended that District resources utilize Exhibit I when checking in with Finance personnel at an incident to avoid confusion regarding which forms are required to be completed for District resources.

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Agency overhead personnel performing agency specific duties and not assigned to the incident
- b. Non-expendable accountable property
- c. Interest and indemnities payments
- d. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- e. False Alarms with the exception of assistance by hire resources and their associated supporting costs
- f. Administrative Surcharge/Indirect Charges

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

Billable and Shareable: Associated Costs Not On Resources Orders – There are associated costs that both State, District and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance-by-Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. Mobilization Centers - Includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. Temporary Incident Payment Center Activity - Includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
- h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations is billable to the incident. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).
- i. Invoice Preparation - Includes actual charges by agency staff for the preparation of incident billing documents/packages.
- j. Correction Officers - All time for State correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

- k. Compensated Days off at End of Incident - It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of their employing agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

Federal Agency Billings:

Submit bills to the District whenever the District is the protecting agency and billing is appropriate. If the District is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

Storey County Fire Protection District
Jeff Nevin, District Fire Chief
145 North C Street/P.O. Box 603
Virginia City, NV 89440-0603

District Billings:

"Off-season" billing reimbursement requests for federal fires will be sent directly to the appropriate federal agency.

- a. BLM/BIA Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA jurisdictional fires will be billed to the BLM District Office.

United States Department of the Interior
Bureau of Land Management
Carson City District Office
Attention: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV 89701

- b. FS Jurisdictional Fires: All billings for both in-state and out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe National Forest.

United States Forest Service
Humboldt-Toiyabe National Forest
Attention: Incident Business
1200 Franklin Way
Sparks, NV 89431

- c. U.S. Fish and Wildlife (FWS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with FWS, submit billings to:

USDI, Fish and Wildlife Service
Attention: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

- d. National Park Service (NPS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with NPS, submit billings to:

USDI, National Park Service
Attention: Incident Business Lead
3833 South Development Avenue
Boise, ID 83705

- e. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe National Forest.

5. **Billing Content**: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories if required by a cost share agreement. Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order or other supporting documentation. Documentation in support of the billing will include:

- a. Invoice, including:
 - i. Cooperator name, address, phone number, and agency financial contact.
 - ii. Agreement number.
 - iii. Incident name, incident number and financial accounting code.
 - iv. Dates of the incident covered by the billing.
- b. Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
- c. Copies of resource orders and other supporting documentation (i.e., WildCAD). Receipts should be in the form of photocopies.
- d. Copies of applicable cost share agreements.
- e. Cost share split report (if applicable)

6. Payment Due Dates: All bills will have a payment due date 90 days after date of issuance.

This OP is valid until replaced.

K. AUTHORIZED REPRESENTATIVES:

By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date entered below.

 Jeff Nevin, District Fire Chief
 Storey County Fire Protection District

 Date

 Marshall McBride, Chair Board of Fire Commissioners
 Storey County Fire Protection District

 Date

Attest:

 Vanessa Stephens, Storey County Clerk

 Date

Approved as to from:

 Anne Langer, District Attorney

 Date

William A. Dunkelburger, Forest Supervisor
USDA, Forest Service
Humboldt-Toiyabe National Forest

Date

Colleen Dulin, Acting District Manager
USDI, Bureau of Land Management
Carson City District

Date

Dennis Strange, District Fire Management Officer
USDI, Bureau of Land Management
Carson City District

Date

The authority and format of this instrument have been reviewed and approved for signature.

Byron Keely, Grants and Agreements Specialist
USDA, Forest Service
Southwest Idaho/Nevada Group

Date

David Appold, Supervisory Procurement Analyst
USDI, Bureau of Land Management
Nevada State Office

Date

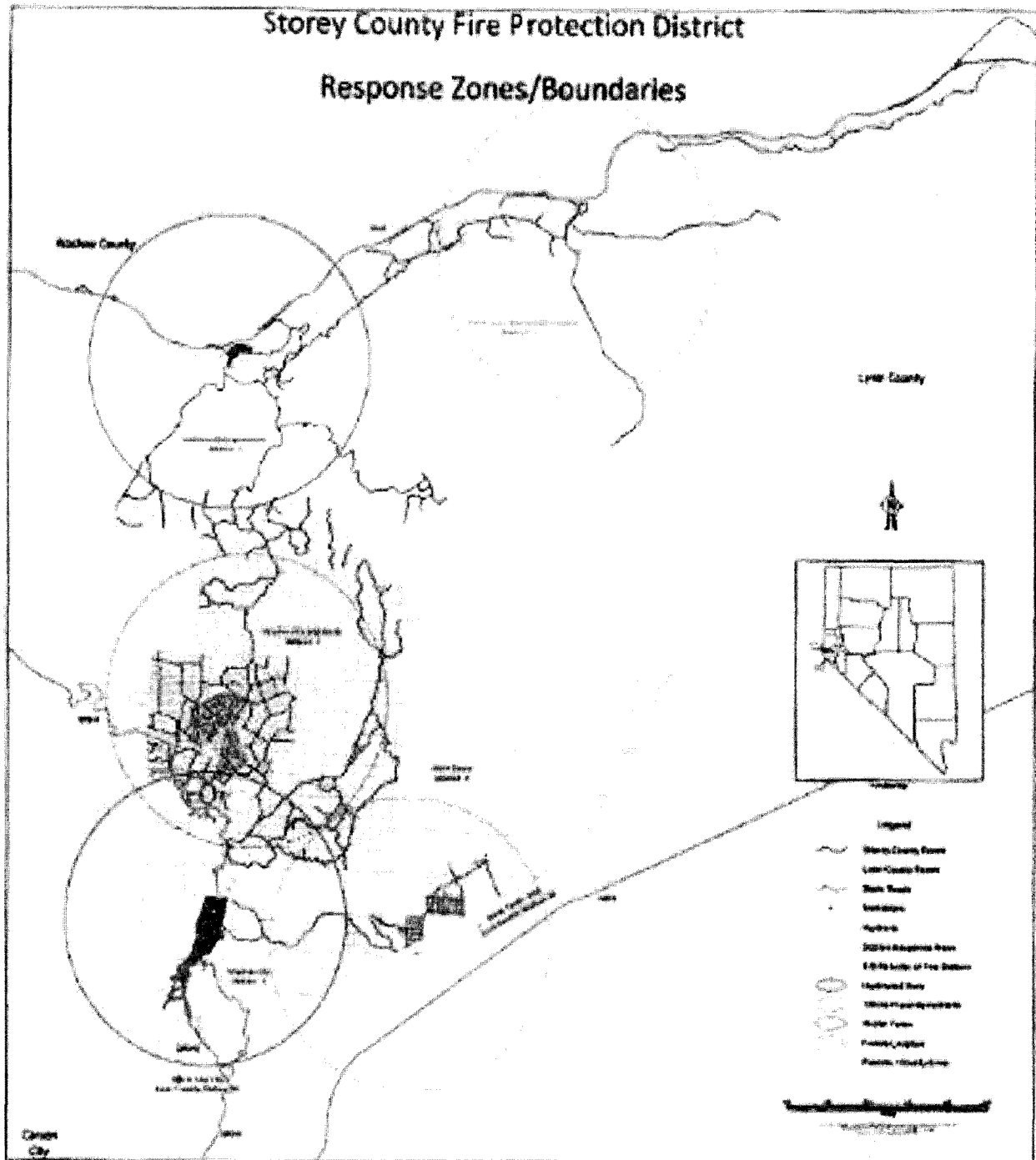
Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. District/Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

EXHIBIT A **MAP** **WILDLAND FIRE PROTECTION RESPONSIBILITY FOR URBAN AREAS**



FS Agreement No. 16-11041730-081

BLM Agreement No. BLM-NV-CFPA-NV034-2016-014

Fire Protection District Agreement No. _____

EXHIBIT B
MAP
WILDLAND FIRE PROTECTION RESPONSIBILITY FOR FEDERAL LANDS

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHl62Sa?oref=e>

EXHIBIT C LIST EMERGENCY CONTACT PERSONNEL

Storey County Fire Protection District

Name	Title	Office	Cell	Fax
Jeff Nevin	District Fire Chief	(775) 847-0954	(775) 721-3790	(775) 847-0987
Joe Curtis	EM Director	(775) 847-0986	(775) 742-0138	(775) 847-1105
Ron Adkins	Battalion Chief/A Shift	(775) 847-0954	(775) 721-6169	(775) 847-0987
Roy Thomsen	Acting Battalion Chief/B Shift	(775) 847-0954	(775) 721-8010	(775) 847-0987
Shane Dixon	Acting Battalion Chief/C Shift	(775) 847-0954	(775) 771-4685	(775) 847-0987
Tiffany Pieretti	Administrative Assistant	(775) 847-0954		(775) 847-0987
Dispatch		(775) 847-0950		(775) 847-1118

Duty Battalion Chief Cell Number: (775) 287-5643 Radio Identifier-Battalion 70

Sierra Front Interagency Dispatch Center SFIDC

Name	Title	Office	Cell	Fax
Emergency Number	Report Fire/Incident	775-782-3223		
After Hours Cell			775-721-0312	
After Hours Backup			775-230-4782	
Mindy Stevenson	Center Manager	775-782-1448	775-230-4912	775-782-1441
Vacant	Asst Center Mngtr	775-782-1405	775-443-8634	775-782-1441
Helen Frazier	Intelligence Dispatcher	775-782-1453		775-782-1441
Charles Meeks	Logistics Coordinator	775-782-1455	775-560-4318	775-782-1431

Carson Ranger District FS

Name	Title	Office	Cell	Fax
Mike Wilde	Fire Management Officer	775-884-8145	775-721-0682	775-884-8199
Stacy Saucedo	Asst Fire Mgmt Officer	775-884-8141	775-790-0746	775-884-8199
Charlie Dobson	Asst Fire Mgmt Officer	775-355-5379	775-846-3056	530-694-9315
Irene Davidson	District Ranger	775-884-8100	775-721-1259	775-884-8199

Carson City District BLM

Name	Title	Office	Cell	Fax
Duty Officer			775-885-6199	
Vacant	District Manager	775-885-6151		775-885-6147
Dennis Strange	Fire Management Officer	775-885-6103	775-309-7448	775-885-6106
Jonathan Palma	Asst Fire Mgmt Officer	775-885-6104	775-309-7781	775-885-6106
Ray Bennett	Asst Fire Mgmt Officer	775-887-3521	775-430-3942	775-885-6106
Shane Charley	Division Chief - Aviation	775-885-6182	775-720-3411	775-885-6106
Tim Roide	Division Chief - Fuels	775-885-6185	775-230-1004	775-885-6106
Billy Britt	BC 3901	775-885-6006	775-721-7107	775-885-6106
Asad Rahman	BC 3902	775-885-6195	775-309-7486	775-885-6106
Dan Gustafson	BC 3903	530-827-2220	775-291-0437	775-885-6106
Jade Martin	BC 3904	775-475-0350	775-315-0608	775-885-6106
Vacant	BC 3906	775-885-6197	223-9070	775-885-6106
Keith Barker	BC 3907	775-885-6120	775-315-6104	775-885-6106
Ryan Elliott	BC 3908	775-885-6167	775-315-6108	775-885-6106
Kevin Kranz	BC 3909	775-885-6083	775-400-6902	775-885-6106
Kevin Kelly	Supt 30	775-392-3041	775-230-1003	775-885-6106
Justin Cutler	Capt 30	775-392-3041	775-315-6113	775-885-6106

EXHIBIT D

As indicated within the Mutual Aid Agreement, both Parties agree to allow the other to operate on their frequency during responses to incidents. It is also agreed that any incidents within Storey County will operate on SCFD Frequency for command and the first available V-Fire Frequency for tactical. Once unified command has been established or responsibility of ownership is certain, the Command Frequency will transition to the frequency assigned by Sierra Front Dispatch unless the fire is determined to be entirely the responsibility of Storey County.

STOREY COUNTY COMMUNICATIONS

SCFPD Channels	Receive	R-TPL	Transmit	T-TPL
1. FD1 South (SCFD Como)	155.0700	79.7	155.865	79.7
2. FD2 Central (SCFD Ophir)	155.0700	79.7	155.865	173.8
3. FD3 North (SCFD Pond)	155.0700	79.7	155.865	186.2
4. FD4 Local (SCFD Local)	155.0700	79.7	155.070	79.7
9. SC General Use	159.075	N/A	159.075	N/A
10. SC General Use RPTR	156.165	N/A	159.075	100.0
12. V Fire 21	154.2800	N/A	154.2800	N/A
13. V Fire 22	154.2650	N/A	154.2650	N/A
28. V Fire 23	154.2950	N/A	154.2950	N/A
29. V Fire 24	154.2725	N/A	154.2725	N/A
30. V Fire 25	154.2875	N/A	154.2875	N/A
31. V Fire 26	154.3025	N/A	154.3025	N/A

BLM frequencies

BLM Channels	Receive	R-TPL	Transmit	T-TPL
CC BLM LOCAL	169.9875	146.2	169.9875	110.9
CC BLM FAIRVIEW REPEATER	169.9875	146.2	162.2375	114.8
CC BLM CORY REPEATER	169.9875	146.2	162.2375	151.4
CC BLM FT SAGE REPEATER	169.9875	146.2	162.2375	173.8
CC BLM McCLELLAN REPEATER	169.9875	146.2	162.2375	186.2
CC BLM VIRGINIA REPEATER	169.9875	146.2	162.2375	203.5
CC BLM SCENE OF ACTION (SOA)	171.6750	114.8	171.6750	114.8
AIR TO GROUND 51	168.3125	N/A	168.3125	N/A
AIR TO GROUND 8	166.8750	N/A	166.8750	N/A
V Fire 21	154.280	N/A	154.280	N/A
V Fire 22	154.265	N/A	154.265	N/A
V Fire 23	154.295	N/A	154.295	N/A
NV TAC 1 (Digital NAC)	169.4375	\$47C	169.4375	\$47C
NV TAC 2	164.4750	114.8	164.4750	114.8
NV TAC 3	172.7500	114.8	172.7500	114.8

HTF frequencies

HTF Channels	Receive	R-TPL	Transmit	T-TPL
Forest Net/Simplex	169.875	N/A	169.875	N/A
Forest Net/Repeater	169.875	See below	170.475	See below
Forest Net Bridgeport/Repeater	170.525	See below	164.1875	See below
Forest Net Bridgeport/Simplex	170.525	N/A	170.525	See below
2 nd Forest Net/Leviathan/Simplex	172.275	N/A	172.275	N/A
2 nd Forest Net/Leviathan/Repeater	172.275	See below	164.500	See below
NIFC Tac II	168.200	N/A	168.200	N/A
HT Tac	163.7125	N/A	163.7125	N/A

HTF REPEATER TONES

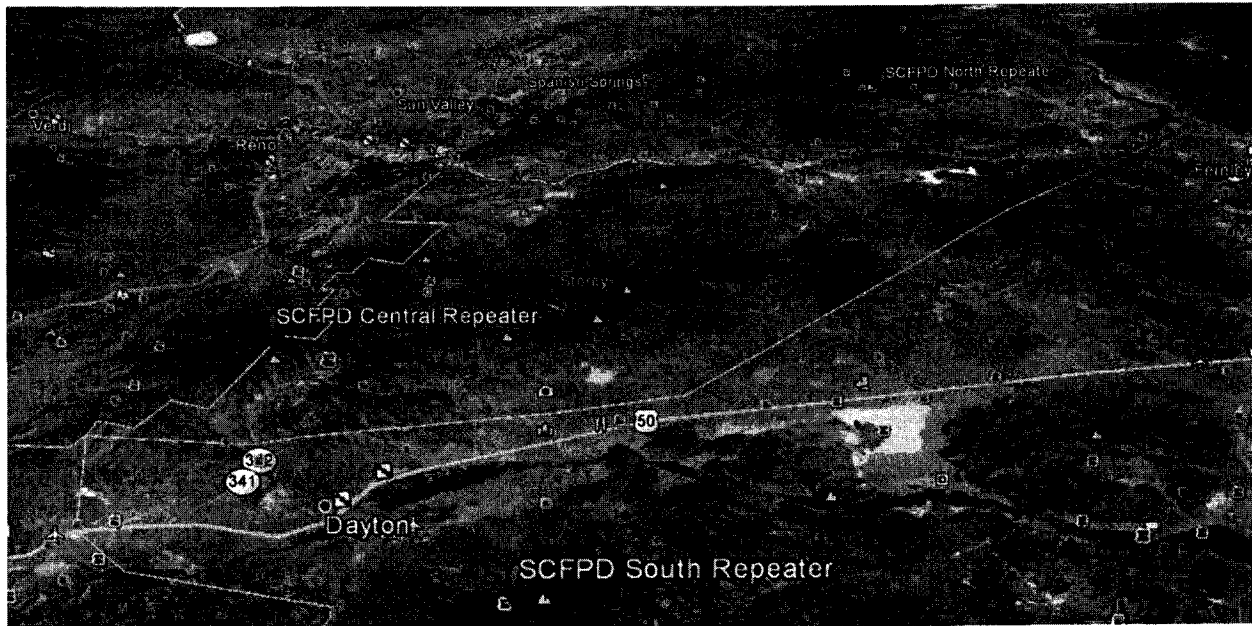
Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory
8	103.5	Leviathan (2 nd Forest Net Only)
9	100.0	McClellan Peak

FS Agreement No. 16-11041730-081

BLM Agreement No. BLM-NV-CFPA-NV034-2016-014

Fire Protection District Agreement No. _____

EXHIBIT D cont
REPEATER SITE MAP



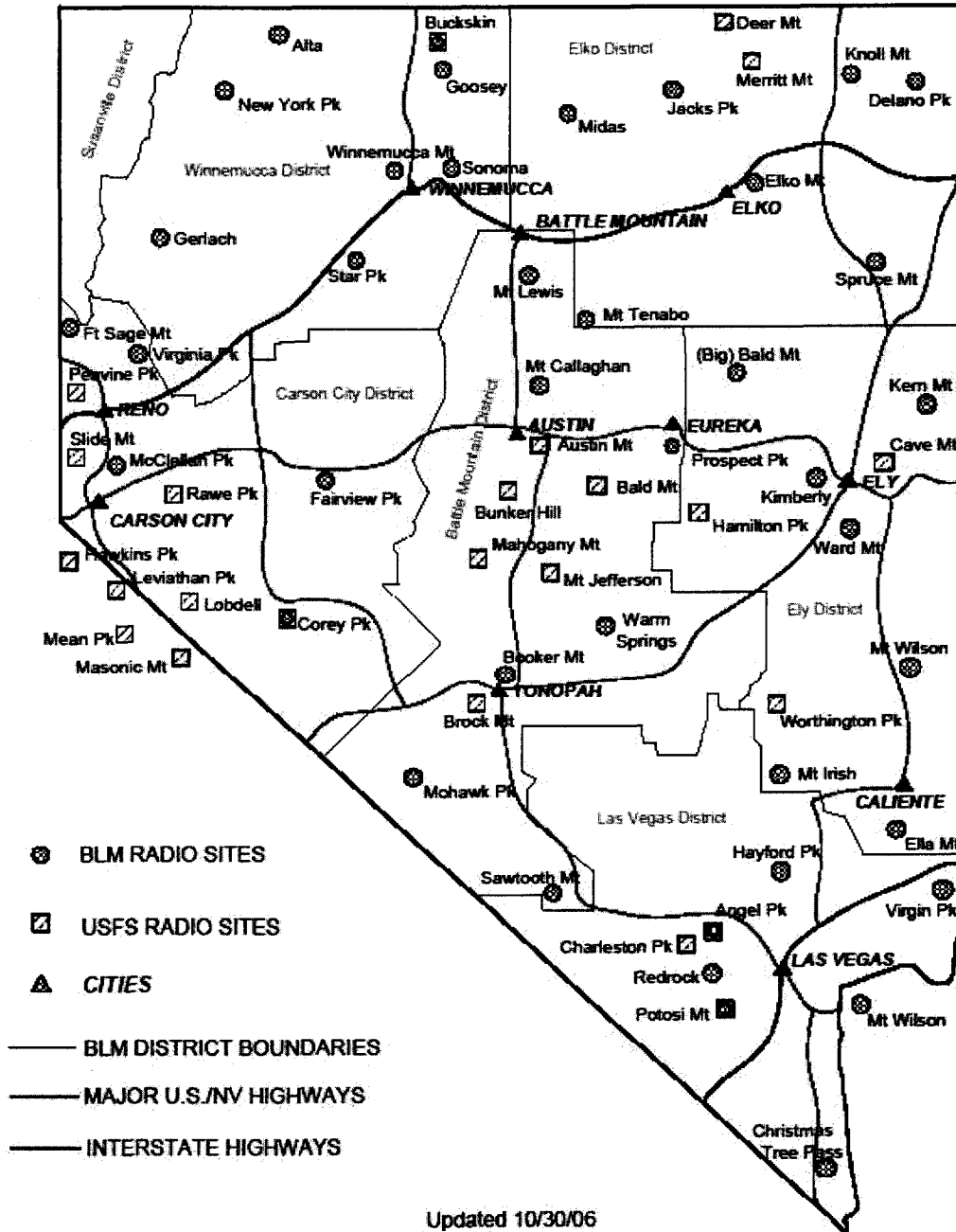


EXHIBIT E AGENCY RATE TABLES

Rates will be billed based on actual costs and may be different than the rate quoted in this document.

Upon demobilization from an incident, personnel shall be provided an approved and signed Emergency Firefighter Time Report (OF-288). On smaller incidents, a Crew Time Report (SF-261), signed by the incident supervisor shall suffice. No equipment invoice should be provided at the incident. See Exhibit I. Exhibit I should be presented to the incident upon check in.

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs.

Portal to portal pay provisions will be acceptable when District personnel have been designated entitlement to portal to portal pay by their home agency.

Equipment is not included in portal to portal pay provisions. Equipment paid on an hourly basis per the rate schedule will be reimbursed for actual hours of work performed by the operator. Mileage will be reimbursed per the rate schedule where applicable. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.

FEDERAL RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2018 OPM rate tables. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

	Typical GS Levels	Estimated Base Cost
Firefighter	GS 3 – GS 5	\$16.56 - \$22.51
Engine Operator	GS 5 – GS 6	\$27.20 - \$42.65
Engine Captain	GS 6 – GS 7	\$33.69 - \$47.41
Battalion Chief	GS 8 – GS 9	\$37.32 - \$57.99
Fire Staff ICT3	GS 11 – GS 12	\$49.86 - \$84.10
Ramp Manager	GS 5	\$20.80
Tanker Base Manager	GS7 – GS 9	\$33.69 - \$53.58

Air Attack	GS 9	\$41.21 - \$53.58
-------------------	-------------	--------------------------

*Overtime Rates are paid at time and one half

*Hazard pay is an additional 25%

Forest Service Ground Resource Vehicle Costs

Vehicle Type	Mileage Rate	Hourly Pump Rate
SUV	\$0.30	
Pick Up	\$0.35	
Type III Engine	\$6.75	\$29.00
Type IV Engine	\$1.71	\$27.41
Type VI Engine	\$0.69	\$16.10
Type VII Engine (Patrol)	\$0.60	\$16.10

BLM Ground Resource Vehicle Costs

Vehicle Type	Mileage Rate	Hourly Rate
Type III Interface Engine		\$159.92
Type III Engine		\$157.09
Type VI Enhanced Light		\$101.15
Type VI Light Engine		\$80.55
Command Vehicle	\$1.16	
IHC Crew Carriers	\$4.46	
Superintendent Truck	\$1.67	
Utility Vehicle	\$1.49	
1 Ton Warehouse Stakeside	\$1.04	
2 ½ Ton Stakeside	\$2.16	

All aviation resources will be considered assistance by hire as outlined in the Operating Plan Section. Billing will include availability, flight costs, landing fees, retardant, OAS charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

Rates based on actual cost to government for the Carson City District Office. Billed rates will be at the actual cost and may be different than the rate quoted in this document.

Aircraft Costs - Helicopters:

Type I Helicopter: \$7500 and up per flight hour.

Type II Helicopter: \$2600 to \$4500 per hour depending on model.

Type III Helicopter: \$1450 to \$3200 per hour depending on model.

Average service cost per mile for support vehicles: \$3.75 a mile.

Cost per gallon will go down after 100,000 gal., 200,000 gal. 300,000 gallons back up.

Aircraft Costs - Retardant:

Average retardant is \$3.55/gallon

SEAT: 800 gallon load of retardant X \$3.55 = \$2,840.00

P2V: 2,400 gallon load of retardant X \$3.55/gallon = \$8,520.00

Aircraft Costs - Air Tankers and SEATS:

AT-802 SEAT: \$2650.00 to \$3600.00 per hour depending on CWN contract.

P2V: \$4,500.00 to \$10,200.00 per flight hour.

BAE-146: \$10,000.00 to \$11,500.00 per flight hour.

S2: \$3,000.00 to \$3,600 per flight hour.

Aircraft Costs - Aerial Supervision:

Air Attack: \$750.00 to \$1500.00 per flight hour.

ASM: \$750.00 to \$1500.00 per flight hour

Storey County Fire Protection District

Declared Costs – Personnel and Equipment

Effective March 22, 2018

	Regular	Regular	Regular	Regular
	Hourly	1/2 Time	1.5 OT	2.10 OT
Battalion Chief	\$53.50	\$26.75	\$80.25	\$112.35
Fire Captain	\$51.16	\$25.58	\$76.74	\$107.43
Fire Fighter/Paramedic	\$46.43	\$22.52	\$69.64	\$97.50
Fire Fighter/AEMT	\$41.37	\$20.68	\$62.05	\$86.87
Heavy Equipment Operator	\$43.59	\$21.79	\$65.39	N/A
All Risk 6-Month Seasonal Firefighter	\$16.50	\$8.25	\$24.75	N/A
All Risk 6-Month Lead Seasonal Firefighter	\$19.02	\$9.51	\$28.53	N/A
Volunteer Firefighter	Volunteer FF will be paid actual costs at most current AD rates relevant to position filled.			

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

2.10 Overtime Defined: This overtime category is designed for the 56 hour work week employee to default to a 40 hour work week overtime rate. It is used when individuals are dispatched outside of Storey County for all-risk incidents. It is also used for calculation of Call-Back time to multiple alarms, natural disaster, etc. as defined in the CBA.

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$190/hour	Included in hourly
Type III Engine – Brush Engine	\$170/hour	Included in hourly
Type IV, VI Engine – Brush Patrol	\$100/hour	Included in hourly
Type I Water Tender	\$170/hour	Included in hourly
Command Vehicle	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Utility (1/2 Ton and Smaller)	\$86.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Pickup (3/4 Ton and Above)	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Rescue	\$75.00/hour	Included in hourly
Heavy Rescue	\$175.00/hour	Included in hourly
Air Truck	\$150.00/hour	Included in hourly
Fuel Truck	\$75.00/Hour	Included in hourly
Hazmat Unit	\$225.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$125.00/hour	Included in hourly
Transport/Lowboy	\$95/hour	\$1.75 per mile
Dozer Tender	\$75.00/hour	\$1.55 per mile
Type II Dozer	\$115/hour	Incident pays for fuel costs or \$44.00 per hour additional
Ambulance	\$125/hour	\$23.37 Per Mile for Travel and Transports (Billed to Patient)
Fuels Trailer	\$75/day	No mileage charges
Special Event Staffing	\$560/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Polaris UTV	\$150.00/day	Included in daily cost

-Each dozer will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Dozer Operator and Transport Driver will be charged at their Departmental rates.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

FS Agreement No. 16-11041730-081

BLM Agreement No. BLM-NV-CFPA-NV034-2016-014

Fire Protection District Agreement No. _____

EXHIBIT F SAMPLE FIRE REPORT

FINAL FIRE INFORMATION

If unknown, to be filled out by dispatch or authorized signatory

Fire Code: _____ *FIRE TYPE: 1-1 1-2 1-3 1-5 1-6 2-1 2-6 3-7

CAUSE (Circle One):

1) Lightning	2) Camp Fire	3) Smoking	4) Debris Burning	5) Arson
6) Equipment Use	7) Railroads	8) Children	9) Other	

*Reimbursable? ☐ Yes ☐ No

*ACRES BURNED BY OWNERSHIP:

1) BLM	2) BIA	3) NPS	4) FWS
5) USFS	6) Private	7) State/County	8) Other

Ownership at Point of Origin: ☐ BLM ☐ BIA ☐ NPS ☐ FWS ☐ USFS ☐ Private ☐ State ☐ County/City ☐ Other

Point of Origin Latitude and Longitude in NAD 83

Latitude: Deg. _____ Min. _____ Sec. _____ Longitude: Deg. _____ Min. _____ Sec. _____

Was fire 10 acres or more? ☐ Yes ☐ No Was fire Mapped and put into GIS? ☐ Yes ☐ No

*IA RESOURCES DISPATCHED:

Date: _____ Time: _____ Acres: _____

CONTAINMENT:

Date: _____ Time: _____ Acres: _____

CONTROL:

Date: _____ Time: _____ Acres: _____

OUT:

Date: _____ Time: _____

TOPOGRAPHY (Point of Origin):

- | | | |
|--------------------|------------------------|------------------|
| 1) Ridgetop | 4) Upper 1/3 of slope | 7) Valley Bottom |
| 2) Saddle | 5) Middle 1/3 of slope | 8) Mesa/Plateau |
| 3) Flat or Rolling | 6) Lower 1/3 of slope | 9) Canyon Bottom |

ASPECT (Point of Origin):

- | | | | | |
|----------|---------|----------|---------|-------------|
| 0) Flat | 2) NE | 4) SE | 6) SW | 8) NW |
| 1) North | 3) East | 5) South | 7) West | 9) Ridgetop |

SLOPE (Point of Origin):

- | | | | | |
|-------------|--------------|--------------|--------------|-----------|
| 1) 0 - 25 % | 2) 26 - 40 % | 3) 41 - 55 % | 4) 56 - 75 % | 5) 76 + % |
|-------------|--------------|--------------|--------------|-----------|

ELEVATION (Point of Origin):

- | | | | | |
|----------------|-----------------|-----------------|-----------------|-----------------|
| 0) 0 - 500' | 2) 1501 - 2500' | 4) 3501 - 4500' | 6) 5501 - 6500' | 8) 7501 - 8500' |
| 1) 501 - 1500' | 3) 2501 - 3500' | 5) 4501 - 5500' | 7) 6501 - 7500' | 9) 8501 + |

PREDOMINANT FUEL MODEL (Circle one):

- | | | |
|-------------------------------|-------------------------------|----------------------------|
| 1) Grass | 5) Brush | 9) Hardwood (Aspen/Poplar) |
| 2) Timber w/ Grass Understory | 8) Pinion/Juniper (PJ)/Timber | 12) Logging Slash |

Wildland ☐ Wildland/Urban Interface ☐ Structures Burned or Destroyed: _____Did the fire intersect a fuels treatment? YES ☐ NO ☐ MAYBE ☐If Yes or Maybe, Has the local district Fuels Specialist been notified? Yes ☐ NO ☐

IC PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORIZED BY: _____

DATE: _____

FS Agreement No. 16-11041730-081

BLM Agreement No. BLM-NV-CFPA-NV034-2016-014

Fire Protection District Agreement No. _____

EXHIBIT F SAMPLE FIRE REPORT

FIRE REPORT NARRATIVE:

Give a brief description of the suppression efforts. Include **Strategy, Tactics, and Concerns / Problems**. Document any major **decisions/observations/problems**. Include if **effectiveness details of fuel treatments** if applicable. Specify if any **T&E species (ex. Sage Grouse)** habitat was threatened and include **strategies/tactics used for protection**. Attach a map if requested.

EXHIBIT G COST SHARE AGREEMENT

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # _____

1. Fire Name: _____ Origin Date _____ Time _____

2. Origin: Township _____ Range _____ Section _____
Latitude _____ Longitude _____ (Deg. Min. Sec)

3. Estimated Size(Acres) _____ at the time of this agreement.

4. Agency _____ Fire # _____ Accounting Code _____

5. Agency _____ Fire # _____ Accounting Code _____

6. Agency _____ Fire # _____ Accounting Code _____

7. Agency _____ Fire # _____ Accounting Code _____

8. Agency _____ Fire # _____ Accounting Code _____

9. This agreement becomes effective on: _____ at _____ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by _____ Unified, or by _____ Single Command structure.

POSITION	NAME(s)	AGENCY
Incident Commander	<div></div>	
Agency Administrator Representative	<div></div>	
Liaison	<div></div>	
Finance	<div></div>	
Operations	<div></div>	<div></div>

11. Suppression action will be subject to the following special conditions and land management considerations:

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency <div></div>	Geographic Responsibility <div></div>
Agency <div></div>	Geographic Responsibility <div></div>
Agency <div></div>	Geographic Responsibility <div></div>
Agency <div></div>	Geographic Responsibility <div></div>

13. The Agency responsible for structural protection will be:
(normally local, State, Tribal Agency)

14. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

FS Agreement No. 16-11041730-081

BLM Agreement No. BLM-NV-CFPA-NV034-2016-014

Fire Protection District Agreement No. _____

15. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

16. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator _____ does _____ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

Agency	Agency	Agency	NDF (WFPP Concurrence)
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any):

EXHIBIT H**COMMUNITY AND STRUCTURE FIRE
PROTECTION
Guidelines for the Great Basin 2014****Background**

Protection of structures and communities is a shared partnership between the home and landowners and their fire agencies. Structure and community protection is high risk and a large cost center for all fire agencies. Clarification on what, how and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With the increased growth in the wildland urban interface, fire agencies do not have the capability to protect all structures. The goal is to support communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. A strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies have a responsibility to attempt to prevent a wildland fire from spreading into areas where there are structures, and to assist local fire agencies in protecting communities and structures from the advancing wildland fire.

Leaders Intent

Our first and foremost intent is to keep our firefighters and the public safe. Secondly, once that safety can be ensured, then we will aggressively work toward keeping the wildland fire away from structures and communities. Our strategies and tactics will be based on that intent. Protecting structures from fire will not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be used.

When there is a need to engage in structure protection, we will ensure that we are taking safe, appropriate, and reasonable tactical actions for which we are trained and equipped. Those

actions will be cost effective. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

Unified Efforts

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and operating plans. Agency Administrators will discuss with their partners roles and responsibilities, what capabilities each party has, how the parties will interface with each other, and how responsibilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire District/Departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established agreements and authorities, the wildland fire protection agencies may have the responsibility to protect structures from wildland fire. Landowners have the responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for GBCG members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

Capabilities

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important to understand what capability they do have and if they have options to reach out to others such as mutual aid, to enhance that capability.

Definitions

The following are defined:

Wildland Fire Protection: Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

Structure Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishment of spot fires near or on

the structure. The protection can be provided by both the rural and/or local government fire District/Department and wildland fire protection agencies.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

This supersedes any prior Community and Structure Fire Protection guidelines developed by NRCG or GBCG.

EXHIBIT I NOTICE TO INCIDENT FINANCE PERSONNEL

BILLING DOCUMENTATION REQUIREMENTS FOR NEVADA COOPERATOR PERSONNEL/EQUIPMENT

The Storey County Fire Protection District has an existing Agreement and Operating Plan with the Humboldt-Toiyabe NF and Carson City District (BLM). Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed to the cooperator based on the hours/days worked by the operators.

COOPERATOR PERSONNEL

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

COOPERATOR EQUIPMENT

DO NOT complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.

DO NOT submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

COOPERATOR

Storey County Fire Protection District
Jeff Nevin, District Fire Chief
Tiffany Pieretti, District Business Manager
Office: (775) 847-0954
Cell: (775) 721-3790

FOREST SERVICE

Humboldt-Toiyabe NF
Irene Burkholder, Incident Business Specialist
imburkholder@fs.fed.us
775-355-5364 (work); 775-421-2211 (cell)

BLM

NV State Office
Brenda DeBerg, State Incident Business Specialist
bdeberg@blm.gov
775-861-6574 (work); 775-722-7055 (cell)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: ½ hour

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

1. **Title:** Review and recommendations for possible action of the 2018-2019 474 Fire District Tentative Budget. Official final approval on the Final Budget to be made on May 21, 2018.

2. **Recommended motion:** * If no changes – No motion

* If changes - I approve the changes to the 2018-2019 474 Fire District Tentative Budget.

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Summary

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

W Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

W County Manager

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No.

15



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 1, 2018

Estimate of time required: 15 min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and recommendations for possible action of the 2018-2019 Water- Sewer Tentative Budget. Official final approval on Final Budget to be made on May 21, 2018.

2. **Recommended motion:** * If no changes – No motion

* If changes - I approve the changes to the 2018-2019 Water-Sewer Tentative Budget.

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Summary

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

AL Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 1 hour

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and recommendations for possible action of the 2018-2019 Storey County Funds Tentative Budget excluding the Sheriff's Dept budget. Official final approval on Final Budget to be made on May 21, 2018.

2. **Recommended motion:** * If no changes – No motion

*** If changes - I approve the changes to the 2018-2019 Storey County Funds Tentative Budget, excluding the Sheriff's Dept budget.**

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Summary

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

AG Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Review and recommendations for possible action of the 2018-2019 Storey County Sheriff's Department Tentative Budget. Official approval on Final Budget to be made on May 21, 2018.

2. **Recommended motion:** * If no changes – No motion

*** If changes - I approve the changes to the 2018-2019 Storey County Sheriff's Department Tentative Budget.**

3. **Prepared by:** Hugh Gallagher and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Annual approval of all Funds and Department Budget Requests

5. **Supporting materials:** Budget Summary

6. **Fiscal impact:** Yes

Funds Available:

Fund: ALL

AZ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Denied

☐ Approved with Modifications

☐ Continued

Agenda Item No.

20



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 20 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/For Possible Action:** Proposed amendments to the Storey County sign ordinance, Storey County Code Title 17 Zoning, including Chapter 17.84 Signs and Billboards. Additional information including, but not limited to, draft text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org, or viewed online at <http://storeycounty.org/517/Updates>. In addition to the provisions of the NRS, any person may complete and return to the Board a statement supporting or opposing the proposed amendments to the county code and/or zoning ordinance. Additional information may be obtained from the Planning Department at 775-847-1144 or [planning @storeycounty.org](mailto:planning@storeycounty.org).
2. **Recommended motion:** In accordance with the recommendation by staff and the planning commission, I [commissioner] motion to approve the proposed amendments to the Storey County sign ordinance, Storey County Code Title 17 Zoning, including Chapter 17.84 Signs and Billboards.
3. **Prepared by:** Kathy Canfield
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** An ordinance amending Storey County Code Title 17, Chapter 17.84 to adopt new codes for signs.
6. **Supporting materials:** Enclosed and posted at <https://www.storeycounty.org/517/Updates>.
7. **Fiscal impact:** None on local government.
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:** _____ District Attorney
9. **Reviewed by:** _____ Department Head
Department Name: _____
_____ County Manager Other agency review: _____
10. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No.

21

~~Existing language to be removed~~

New language

~~Previously removed language~~

Chapter 17.84

Signs and Billboards

Sections:

- 17.84.010 Purpose and findings.**
- 17.84.020 Applicability.**
- 17.84.040 Comstock Historic District applicability.**
- ~~**17.84.050 Permit & fees required.**~~
- ~~**17.84.060 Permit numbering.**~~
- 17.84.070 Permit validity.**
- 17.84.080 General requirements.**
- 17.84.090 Comstock Historic District sign requirements.**
- 17.84.110 Exempt signs.**
- 17.84.120 Temporary signs & banners.**
- 17.84.130 Prohibited signs.**
- 17.84.140 Billboards.**
- ~~**17.84.150 Variances.**~~
- ~~**17.84.160 Violation report.**~~
- 17.84.170 Complaint by state personnel.**
- 17.84.180 Nuisance declared.**
- ~~**17.84.260 Violation—liability.**~~
- ~~**17.84.270 Violation—remedies not exclusive.**~~

17.84.010 Purpose and Findings.

The purpose of these regulations is to promote the wellbeing of the community by establishing standards that assure the provision of signs adequate to meet essential communication needs while safeguarding First Amendment rights and providing for a safe, healthy, and visually attractive and appropriate environment. Within this overall framework, it is the intent of these regulations to:

- A. Protect the right to the use and display of signs for the identification of activities and any related products, services, and events;
- B. Protect the right of individuals to privacy and freedom from nuisances;
- C. Protect the value of property and improvements thereon;
- D. Permit signs that are appropriate for their surroundings;
- E. Assure that signs are constructed and maintained in a safe condition;
- F. Assure that signs conform to applicable county, state, and federal codes and regulations;
- G. Prevent signs from interfering with traffic regulatory devices or otherwise obstructing motorists or pedestrian vision;
- H. Reduce traffic hazards and eliminate obsolete signs; and
- I. Provide an efficient and effective means of administration and enforcement.

17.84.020 Applicability.

All signs shall comply with the applicable standards outlined in this chapter. ~~This chapter does not apply to the owner or occupant of any land who may place or erect on the land or on the outbuildings thereon any sign or notice or advertisement, where otherwise permitted by this title, intended to benefit the land or improvements thereon and advertise the business conducted in the building on the land, or advertise or identify the project in which the land is located.~~ This chapter applies to outdoor temporary and permanent signs including, but not limited to: writing or text (including letter, word, or numeral); pictorial representations (including illustration or decoration); emblem (including device, symbol, or trademark); flag (including banner, streamer, or pennant), and lights and other things or combination thereof that are designed, intended, or used to advertise, attract special attention to, or otherwise inform when any part of the advertising or information content is visible from any public place within an outdoor area.,

It is recognized that these standards are neither exclusive, nor exhaustive. In instances where a health or safety concern is identified with regard to any proposed sign, billboard, or advertising device, additional or more restrictive conditions may be imposed. If any part of this chapter is in conflict with regulations of any federal, state, or county agency, other political subdivision (e.g., homeowner's association) the more stringent limitation or requirement will prevail to the extent of the conflict.

17.84.040 Comstock Historic District Applicability.

In addition to the requirements set forth by this chapter, all signs located within the Comstock Historic District must comply with the regulations set forth by chapter 17.48 of this title and NRS Chapter 384; the regulations set forth supersede this chapter in the event of a conflict. All signs shall be reviewed and approved by the Comstock Historic District Commission. Evidence of approval shall be kept on the premises at all times.

~~17.84.050 Permit and Fees Required.~~

~~Any person, firm, association or corporation personally or by agent is required to obtain a sign permit from the community development department director prior to erecting, installing, or modifying a sign or billboard.~~

- ~~A. No fee is required for a temporary or exempt sign or banner pursuant to sections 17.84.100 and 17.84.110.~~
- ~~B. The required fee for each of the following types of advertising devices is 25 dollars unless different fees are established by resolution approved by the board.~~
 - ~~1. Permanent sign measuring 32 square feet or less in total area.~~
 - ~~2. Permanent sign measuring between 32 and 128 square feet in total area.~~
 - ~~3. Permanent sign measuring 128 square feet or more in area. Signs of this size or larger are reclassified as billboards.~~
 - ~~4. Directional sign regulated pursuant to subsection 17.84.080(K).~~
 - ~~5. Directional sign regulated pursuant to subsection 17.84.080(L) when a resolution is approved by the board. The approved resolution may include initial and reoccurring fees associated with installation and maintenance of each directional sign. Subsection D applies county wide in the absence of an approved resolution applicable hereto.~~

~~C. In addition to the required sign fee, the special use permit application fee applies to each proposed billboard.~~

17.84.060 Permit Numbering.

~~On granting a sign permit, the director will assign a permit number which must be legibly painted or printed by the owner onto the front face of each sign or billboard.~~

17.84.070 Permit Sign Validity.

~~The permit remains valid until the sign no longer complies with the provisions set forth by this chapter or the business or attraction for which the sign represents changes physical location, no longer operates, or fails to maintain a valid Storey County Business License. All signs must be immediately removed at the time the any business or attraction is no longer operating or when the sign's license or permit is no longer valid. Notice, violation, abatement, and hearing must follow the applicable provisions of this chapter.~~

All new signs shall conform to the requirements of this chapter.

All signs located within the Comstock Historic District, and are not consistent with Comstock Historic District regulations, shall be brought into conformance with Comstock Historic District regulations prior to July 31, 2018.

If a sign has been identified by the Comstock Historic District Commission as having historical significance, the provision for removing and/or retrofitting the sign may be administratively waived by the Director of Planning.

Existing onsite signs conforming to the sign ordinance may remain whether or not the business associated with the sign maintains operations at the site.

Existing onsite signs not conforming to the sign ordinance shall be brought into conformance with the sign ordinance prior to December 31, 2021. This may require removal of non-conforming signs and/or obtaining a Special Use Permit for certain signs as identified in this chapter

Existing offsite signs that have not obtained a Special Use Permit shall be removed prior to December 31, 2021.

17.84.080 General Requirements.

All signs, whether temporary or permanent, located in any regulatory zone are regulated as follows:

- ~~A. Non-conforming sign. Non-conforming signs and their supporting structures are regulated by the applicable provisions set forth by chapter 17.12 General provisions. When a business license is transferred to new ownership, the new business owner must bring all existing on-site and off-site advertising devices into compliance with the provisions of this chapter and NRS 384, when applicable, at the time of application for the business license. Before the new business license may be granted, the applicant must furnish proof that all signs~~

have been removed or brought into compliance with the provisions of this chapter.

- B. Number and addition of signs. No more than 3 signs permitted per business license, excluding secondary signs as defined and regulated pursuant to subsection 17.84.090(G)(3) and window signs that are painted directly to their interior surface. The addition of signs to buildings and businesses that already have signs not conforming to the county code in any zone will not be permitted unless all existing on-site and off-site signs are brought into compliance with the standards set forth by this chapter and NRS 384, when applicable.
- C. Maintenance. All signs must be maintained so that they remain free of graffiti and cracking, separation, splitting, ripping, chipping, and fading of exposed surfaces including, but not limited to, faces, lettering, and all structural supports (See examples in Figure 8.1). Signs must be maintained so that they remain safe, fully upright and level, and firmly secured to their place of attachment. Guy wires, tie-downs, and lean-to support apparatuses are prohibited unless it can be demonstrated to the satisfaction of the director that the supports are crucial to the structural integrity of the advertising device and that design alternatives are impracticable.



Figure 8.1: The free standing signs retain their upright position with neat and professional designs. The tether at the bottom right sign prevents sign face swinging due to wind forces; this device exhibits an appropriate and attractive method of mitigating this effect. The signs are maintained appropriately in order to preserve their structural integrity and visual appearance.

- D. Historic design. Signs located within the Comstock Historic District must comply with applicable provisions under this chapter, chapter 17.48, and NRS 384.
- E. Lighted and illuminated signs. Signs and billboards which are lighted, illuminated, or otherwise employ the use of direct or indirect lighting, lights, or other forms of illumination, must comply with applicable regulations set forth by this chapter, chapter 8.02 Dark skies, and NRS 384, when applicable.

Lighted or illuminated signs located in or within 2,000 feet of the Comstock Historic District or a CR, E, or R zone must be Compact Florescent Lighting (CFL), or Light Emitting Diode (LED) type lighting. CFL and LED light emitting devices which are made to look like incandescent light “bulbs” are permitted to be plainly visible. No neon (see Section 17.84.090(H)) or blinking, flashing, chasing, or motion lighting is permitted.

- F. Changeable copy or variable image signs. These types of signs (as defined in Chapter 17.10) are prohibited within 2,000 feet of CR, E, and R zones and the Comstock Historic District. A special use permit is required in other zones. A special use permit is not required for changeable copy or variable image signs displaying only the time and temperature when located beyond 2,000 feet of CR, E, and R zones and the Comstock Historic District.
- G. Off-Site Location. Offsite signs are not allowed except where the sign can meet the provisions identified in ~~Signs and billboards located off-site are only allowed where permitted by section 17.84.140 Billboards, or section 17.84.080 K and L, directional signs. by the allowable provisions for a variance under chapter 17.03 Administrative provisions.~~ A Special Use Permit is required for any proposed offsite sign meeting these regulations.
- H. Murals. A special use permit is required for the application or placement of a mural. Murals proposed within the Comstock Historic District must also comply with NRS 384, this chapter, and chapter 17.48 Historic Overlay District. Approval from the Comstock Historic District Commission is required. The definition and intent of murals is provided for in **Figure 8.2** below.



Figure 8.2: Murals are non-commercial images such as paintings or enlarged photographs applied directly to walls, ceilings, or other exterior surfaces. They are typically large in size. Murals typically exhibit few or no words and are not intended to advertise or otherwise bring attention to any attraction. Non-commercial images, such as those illustrated above, are intended to enhance the beauty, highlight the social or historical character, or otherwise depict a message or theme that is common to the immediate community in which the mural is displayed. The themes depicted above, for example, are as follows: (top left) Ely, Nevada - diversity and unity of

the ever-changing mining community; (bottom left) Carson City, Nevada - celebration of the history of the Virginia and Truckee Railroad; (right) Virginia City, Nevada – painted wall intended to continue the historic storefront façade to the side of a normally unattractive stucco and brick wall.

- I. Outdoor advertising adjacent to interstate/primary highways. As regulated pursuant to NRS 410.320, outdoor advertising may not be erected or maintained within 660 feet from the nearest edge of the right-of-way of the interstate and primary highway systems which is visible and placed with the purpose of having its message read from the main-traveled way of the interstate and primary highway systems, except the following:
 1. Directional, warning, landmark, informational and other official signs and notices including, but not limited to, signs and notices pertaining to natural wonders, scenic, and historic attractions. Only signs which are required or authorized by law or by federal, state or Storey County authority, and which conform to national standards promulgated by the U.S. Secretary of Transportation pursuant to 23 U.S.C. § 131, are permitted;
 2. Signs, displays, and devices which advertise the sale or lease of the property upon which they are located;
 3. Signs, displays, and devices which advertise the activities conducted or services rendered or the goods produced or sold upon the property upon which the advertising sign, display, or device is erected;
 4. Signs, displays, and devices located in zoned commercial or industrial areas, when located within 660 feet of the nearest edge of the right-of-way and visible from the main-traveled way of the interstate and primary highway systems. This exemption shall not apply in the C-R zone;
 5. Nonconforming signs in defined hardship areas which provide directional information about goods and services in the interest of the traveling public and are approved by the Secretary of Transportation pursuant to 23 U.S.C. § 131(o) and the board.
- J. Right-of-way visibility. Signs located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in Figure 8.3. Any sign, with exception of traffic regulatory signs installed by a government agency, located within the vision clearance triangle must have a base that is higher than 8 feet above street/grade level or a total height not exceeding 2 feet above street/grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
 1. C, CR, E, and R zones - 7 foot clearance setback;
 2. All other zones – 25 foot clearance setback.

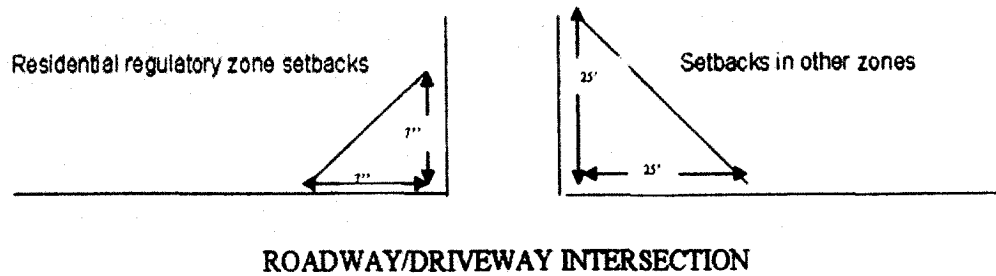


Figure 8.3: Setback requirements for devices installed within the Vision Clearance Triangle maintain clear visibility for vehicular and pedestrian traffic. In some instances more restrictive requirements may be necessary to maintain a safe travel environment. Regulations pertaining to the Vision Clearance Triangle are also found in section 17.12.050.

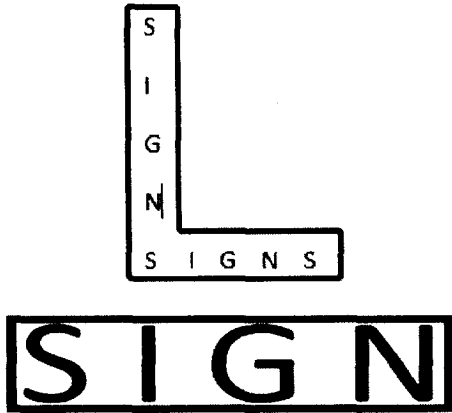
- K. Directional signs general. Directional signs (offsite) display a type of service or attraction which is located away from local arterial or collector roadways as defined in the Functional Classifications of the U.S. Department of Transportation Federal Highway Administration.
 1. With exception of traffic regulatory devices installed by a government agency, offsite directional signs may only be placed at the location where the traveler must change direction from one public right-of-way to another in order to reach the destination. The sign must display a directional element, such as an arrow, pointing to the associated attraction.
 2. ~~Directional signs located within CR, E and R zones and within 100 feet of CR, E, or R zones must not exceed 2 square feet in area and those located in other zones must not exceed 32 square feet in area.~~
 3. ~~Offsite Ddirectional signs, excepting traffic regulatory devices installed by a government agency, are subject to a Special Use Permit. determined for approval by the director, subject to review by the board with action by the planning commission.~~
 4. Temporary offsite directional signs installed for a temporary event shall be subject to the provisions of 17.84.110 and are not subject to a Special Use Permit.
 5. Onsite directional signs (e.g. truck entrance, one way driveway, employee entrance) shall be considered in the calculations for the overall allowable building signs and shall meet the design requirements outlined for building signs. No special use permit is required for onsite directional signs unless the proposed design has elements that require a special use permit as identified in this chapter.
 4. ~~A special use permit is required for sandwich board directional signs.~~
 5. ~~The director may issue a sign permit if it is determined that there is a need to guide the traveling public, to avoid confusion, or to reduce or eliminate a safety risk. The permit is subject to approval by the board with action by the planning commission.~~
 6. ~~If the director determines that there is no need or that a safety or traffic hazard may be created, the sign permit application may be denied. The denial~~

~~may be appealed to the board pursuant to chapter 17.03 Administrative provisions.~~

- L. Offsite ~~D~~ directional signs in Virginia City by resolution. It is recognized that Virginia City tourism-based businesses and attractions located away from the "C" Street corridor may benefit from centrally placed and consolidated directional signage installed in and around primary pedestrian corridors. Implementing a consolidated community-wide design for directional signage in this area may better communicate key attractions in the area and contribute to the enhancement of a pedestrian-oriented downtown environment.
1. The designated boundaries of this area and the design and placement of directional signs therein will be regulated as defined and established by resolution approved by the board with action by the planning commission.
 2. The boundaries applicable to this section include Gold Hill and Virginia City.
 3. The regulations established by section 17.84.080(K) apply in the absence of an approved resolution and completed consolidated directional sign devices associated therewith.
 4. Approval of the resolution and completion of all consolidated directional sign devices may as provided for in the resolution to nullify the regulations under section 17.84.080(K) within the established geographic boundaries thereof.
 5. ~~Directional signs existing within the established boundaries under resolution are considered non-conforming and must be removed within 12 months of completion of all consolidated directional sign devices.~~
- M. ~~In addition to the regulations of this chapter, signs located in C (not including CR), E, or R zones are limited to the following:~~
1. ~~All home occupations are subject to a special use permit, and no sign larger than 2 square feet in connection is allowed therewith.~~
 2. ~~Signs are limited to the place of business.~~
 3. ~~Only 1 sign is allowed except for an opposing face of exactly the same color, shape, size, and configuration applied thereto in order to convey its message to opposing pedestrian or vehicular traffic.~~
 4. ~~No billboards, bulletin boards, blackboards, whiteboards, or banners are permitted, except for on-site exempt signs and banners pursuant to section 17.84.100.~~
 5. ~~A variance is required for any lighting or illumination of signs. No neon, blinking, flashing, chasing, or lighting which is otherwise in motion, reader boards and variable image displays, including those which display time and date, or translucent lighted signs are permitted.~~
- N. ~~Signs located in A, F, I, P, and SPR zones, and where allowable by the applicable provisions of this chapter, are limited to the following sizes and measurements:~~
1. ~~Signs located in the F zone may not exceed 32 square feet in size and 6 feet above grade level.~~
 2. ~~Sign faces which are 32 square feet or less in total area may not exceed 6 feet above grade level.~~

- ~~3. Sign faces between 32 square feet and 128 square feet in total area may not exceed 10 feet in total height with a base no higher than 2 feet above grade level.~~
- ~~4. Sign faces from 128 square feet but less than 288 square feet in total area are limited to 18 feet in total height with a base no higher than 2 feet above grade level. A special use permit is required.~~
- ~~5. A special use permit is required for sign faces at or exceeding 288 square feet in total area.~~

- M. Sign area shall be calculated by enclosing the extreme limits of all framing, emblem, logo, representation, writing or other display within a single continuous perimeter composed of squares, ovals or rectangles.



Area in red is considered the sign area for calculation purposes.

17.84.090 Comstock Historic District Sign Requirements.

Visible materials for signs and supporting structures within the Comstock Historic District must be or appear to be of substance that can be shown to have existed for advertising purposes up to and including the year 1942, and must be appropriate in design for that time period. A Certificate of Historical Appropriateness from the Comstock Historic District Commission must be kept onsite at all times, submitted to the director prior to approval of any sign within the Comstock Historic District. The following standards apply exclusively to all signs located on buildings as established pursuant to the terms of NRS 384. Location, size, and number of signs in C and C-R zones are as follows:

- A. Signs are not permitted on sides or rear of buildings unless there is direct public access from an abutting legal public right-of-way. If such public access exists, signs must conform to regulations for building fronts.
- B. Signs are not permitted to extend from buildings or from porches over streets with any overhang over streets, curbs, or shoulders without a Special Use Permit.
- C. Signs are not permitted on porch posts or other porch-supporting apparatus must be located a minimum of 8-feet above the boardwalk/sidewalk to allow for pedestrian clearance, unless the signs are traffic or informational signs installed by a government agency.
- D. Signs are not permitted when installed on a building where any window, door, or opening has been altered, blocked, or removed for the purpose of installing or displaying the sign, with exception of an advertisement or other display which is painted or otherwise applied directly to the interior surface of a window pane.
- E. Signs placed upon buildings and porches are regulated as follows:
 - 1. Signs above ground floor windows must comply with the following limitations:
 - a. Only 1 sign permitted between floors;
 - b. Signs must have a maximum dimension of 15 inches in width times the length of the building when installed on the face of a porch. Signs may be 36 inches in width times the length of the building when installed on the face of the building.
 - c. Signs must be of rectangular shape. Signs may be placed either on the building face or the face of the porch;
 - d. Any number of business activities may be advertised on a sign;
 - e. The base of a sign must be at least 8 feet above sidewalk/boardwalk.
 - 2. Signs between ground floor windows and doors are regulated as follows:
 - a. Signs may be of any shape;
 - b. The cumulative area of all signs must not exceed 5 square feet per business license.
 - 3. Building titles, names, dates, and other messages, including advertisements that were painted directly to the exterior walls, parapet walls, and between the windows of the upper floors of the building at or prior to the year 1942

may be reapplied thereto exactly as they existed at that time. Photographic proof of messages existing at that time must be submitted to the director with a Certificate of Historical Appropriateness from the Comstock Historic District Commission before the sign may be reapplied. These applications do not count toward the maximum allowed signs per business license area identified in section 17.84.100 of this chapter.

- F. Signs on ends of porches are prohibited.
- G. Signs perpendicular to building face on building with or without porches are regulated as follows:
 - 1. Maximum size of 12 inches times the width of sidewalk, or equivalent in square feet;
 - 2. Minimum height of lower edge of sign must be no lower than 8 feet above sidewalk or boardwalk;
 - 3. A secondary sign which is securely attached to or suspended from the base of a primary hanging sign (together known as a double hanging sign) is allowed when the secondary sign is equal in length to the primary sign and is no more than 6 inches in total in width as illustrated in Figure 9.2 below. The space between the primary and secondary sign may not exceed 2 inches. Secondary signs as defined in this chapter are considered part of the primary sign and do not count toward maximum allowed signs per business license. Only 1 secondary sign for each primary sign applicable to this subsection is permitted.
 - 4. One sign is allowed for every 25 feet of sidewalk or boardwalk.
- H. Neon signs. Neon signs are prohibited outside of buildings or within windows or openings visible from a public place. This limitation includes lighted signs that appear similar to neon signs, such as those which employ light emitting diodes (LED) that are configured so that they appear as continuous streams of light. (See examples in Figure 9.1.)
- I. No more than 3 signs per business license are allowed, excluding secondary signs as defined by this chapter and described above and window signs in accordance with subsection D.



Figure 9.1: The top two light emitting diode (LED) signs appear similar in character to the bottom neon sign.

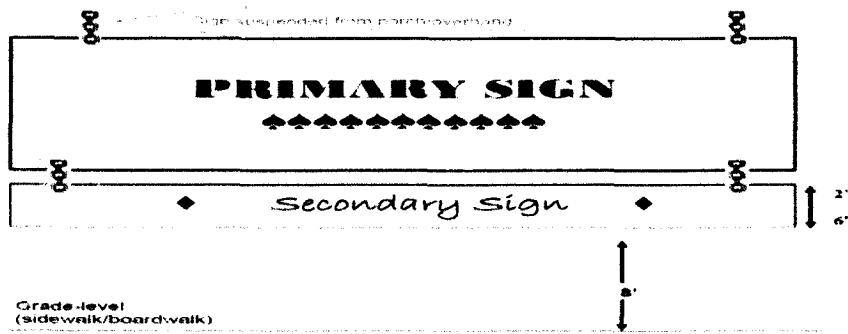


Figure 9.2: The above diagram illustrates the manner in which two signs may be suspended over the sidewalk or boardwalk within the Comstock Historic District. All signs **must** be secured taut.

17.84.100 Sign allowances per zoning district. The following identifies the calculations for the amount of signs allowed per business. All signs must conform to all other requirements of this chapter. Any proposed sign greater than 128 square feet in area is also defined as a billboard and must meet the requirements identified in this chapter for billboards.

- A. CR, C and I zoning districts. The following standards apply to commercial and industrial uses:

Building signs. Three square feet per linear building frontage per business shall be allowed. The total area of all signs (not including boardwalk hanging signs or window signs) on the business frontage shall not exceed this square footage. Building signs include signs attached to the building or porch, signs painted directly on the building or projecting from the building and freestanding signs. Signs projecting perpendicular to the building frontage and freestanding signs shall only count one side towards the overall square footage calculation. Signs attached to accessory structures or features shall count towards the building sign calculation for the closest business frontage.

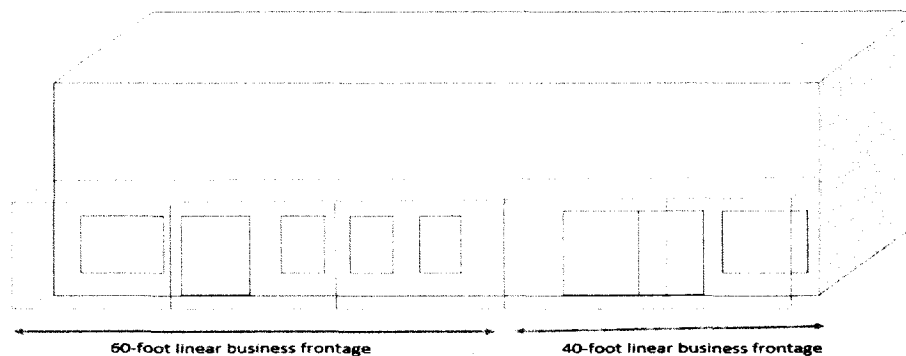


Figure X. Building sign calculation. 60-foot business frontage multiplied by 3 equals 180 square feet of sign area. 40-foot business frontage multiplied by 3 equals 120 square feet of sign area.

Window signs. Window signs shall be painted or permanently attached to the windows. No signs shall be attached to the outside of the window. This area of signage does not contribute to the building sign calculations.

Boardwalk Hanging Signs. One hanging sign is permitted for each business public access doorway along the "C" Street frontage. The sign may extend from the building face to the porch support posts and must be a minimum of 8 feet in height to allow for pedestrian clearance underneath the sign. Signs may have advertising copy on both sides of the sign. Secondary signs may be attached but must meet the 8 foot pedestrian clearance requirement. This area of signage does not contribute to the building sign calculations.

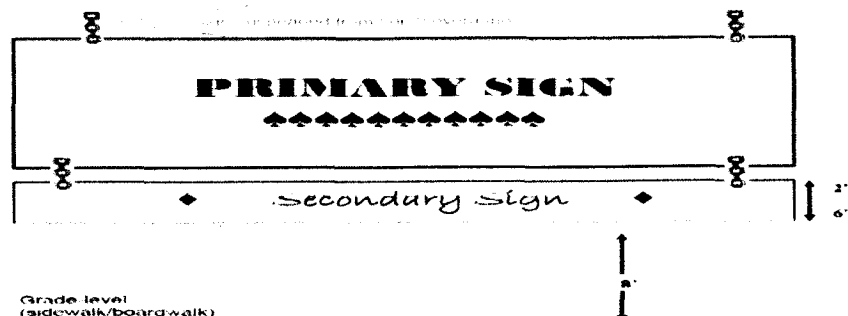


Figure 9.2: The above diagram illustrates the manner in which two signs may be suspended over the sidewalk or boardwalk within the Comstock Historic District. All signs must be secured taut.

Sandwich Board signs. Each business is allowed one sandwich board sign. The sign shall only be displayed during business hours and shall not exceed 6 square feet on each side. Signs shall be located so as not to impede pedestrian traffic and shall not be located within the street right-of-way. Signs in the Comstock Historic District shall be constructed of approved materials for the District. This area of signage does not contribute to the building sign calculations.

Outdoor Operations. For commercial and industrial businesses which do not operate within building, or have a small office building (500 square feet or less) associated with an outdoor operation, the maximum amount of all signage for the site shall not exceed 128 square feet. Additional sign area may be permitted with a Special Use Permit.

Freestanding signs shall not exceed 10-feet in height above grade level and be designed so as not to impede traffic and pedestrian visibility. Additional height may be permitted with a Special Use Permit.

- B. CR, R, E zoning districts. The following standards apply for signs associated with residential uses within CR, R and E. All signs must conform to all other requirements of this chapter.

1. One sign, no larger than 6 square feet, associated with a home occupation is permitted. An opposing face of exactly the same color, shape, size, and configuration to convey its message to opposing pedestrian or vehicular traffic is permissible.
 2. Sandwich Board signs. Each residence is allowed one sandwich board sign. The sign shall only be displayed during business hours and shall not exceed 6 square feet on each side. Signs shall be located so as not to impede pedestrian traffic and shall not be located within the street right-of-way.
 5. A ~~variance~~ Special Use Permit is required for any lighting or illumination of signs. No neon, blinking, flashing, chasing, or lighting which is otherwise in motion, reader boards and variable image displays, including those which display time and date, or translucent lighted signs are permitted.
- C. Signs located in A, F, P, and SPR zones, and where allowable by the applicable provisions of this chapter, are limited to the following sizes and measurements:
1. Signs located in the F zone may not exceed a total of 32 square feet and may not extend 10 feet above grade level.
 2. Signs in A, P and SPR zones may not exceed a total of 128 square feet and 10 feet above grade level.
 3. Signs are limited to allowable onsite uses only, unless the requirements of offsite signs or billboard regulations can be met.
 4. Additional sign area and height may be permitted with a Special Use Permit.
- D. Signs located within a PUD. All signs shall conform to the sign regulations outlined in the PUD approval.

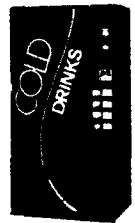
E.

17.84.110 Exempt Signs.

The following signs and devices are exempt from the provision of this chapter and ~~required sign fees~~. The regulations under chapter 17.12 General provisions apply to exempt signs. Exempt signs do not count toward the maximum allowed signs identified in this Section 17.84.100 of this chapter. ~~per business license~~. All signs located within the Comstock Historic District must comply with the regulations under this chapter and NRS 384. The provisions set forth supersede this section in the event of a conflict. Any display or types of signs not listed in this section and not in conflict with the provisions of this chapter are subject to approval of the director.

- A. ~~Two signs with a maximum area of 32 square feet each, located within an A zone, used only to advertise the agricultural products produced or sold on the premises or identifying the premises or its occupants.~~ Signs that are displayed for public safety, such as fire extinguishers, exit, call 911 and AED, are considered exempt.
- B. Customary holiday decorations and signs in the nature of decorations which are seasonal, clearly incidental, and customarily associated with any national, local, or religious holiday and removed within 30 days of the official recognized date of the associated holiday. Such decorations/signs must be located so as not to impede pedestrian access.

- C. Religious symbols located on a building or otherwise on-site which are used for organized religious worship and related services.
- D. Scoreboards related to and located within established athletic fields and arenas.
- E. Commercial and non-commercial advertisement and sponsor signs which are attached to the interior portion of fencing which surrounds a designated athletic field or arena. Signs must not be plainly visible from any public place outside of the premises.
- F. "Vacancy," "no vacancy," "open," "closed," "yes," "no," "full," "sorry," and similar type signs associated with commercial uses provided that the area of the sign does not exceed 2.5 square feet in area. Neon is not permitted in the Comstock Historic District.
- G. Motor vehicle for-sale signs provided that:
 - 1. The message of each sign is directly related to the sale of the motor vehicle on or in which it is located;
 - 2. There are no more than 3 signs per vehicle, including posters, stickers, and other advertising devices allowed by this chapter;
 - 3. The sign is attached to or located within the vehicle. Stickers may be placed directly onto the exterior surfaces of the vehicle or its windows;
 - 4. The sign or combination thereof does not exceed 3 square-feet in total area;
 - 5. The vehicle is located in either an approved sales lot or on private property with the owner's consent; and
 - 6. The sale of the vehicle or vehicles and location and placement thereof is not in violation of any federal, state, or county regulations.
- H. Advertising on vending machines, such as that shown in the illustration to the right, which depicts the product contained therein.
- I. The official flag of a government, governmental agency, nation, public institution, religious corporation or similar entity, or flags flown on a temporary basis for the purpose of honoring declared national or civic holidays.
- J. House and property addresses, familial name signs, and devices that are similar in nature and clearly do not facilitate the purpose of advertising a commercial or non-commercial business, service, or attraction.
- K. Traffic and pedestrian control and information signs which are installed by a government agency.
- L. ~~Traffic and pedestrian control and information signs which are installed by a private property owner in A, F, C, and I zones when the sign is located on the property at which the associated business, service, or attraction is located. The signs are limited to 15 square feet in total area and shall not conflict with a vision clearance triangle as regulated by subsection 17.84.080(J).~~
- M. Temporary or permanent signs erected to warn of danger or hazardous conditions so long as the hazards may exist, including signs indicating the presence of underground cables, gas lines, and other potentially dangerous conditions.
- N. Political signs and posters consistent with the following:
 - 1. Signs and posters shall not be displayed prior to the close of business of the last day of election filing.



2. Signs and posters may not be placed on private property without the private property owner's permission.
3. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 10 days after the primary election.
4. All political signs and posters shall be removed no later than 10 days after the general election.
5. Political signs may not be affixed or placed on the public domain. The public domain placement restriction does not apply to political signs placed on the county-owned property located at the north and south intersections of "B" and "C" Streets in Virginia City as shown in Appendices A and B.
6. Signs shall not exceed 6 square feet in area for the R zoning districts and 32 square feet in all other zones. A Special Use Permit is required for any signs larger than these identified sizes.
7. The sign owner is responsible for knowing the location of the abutting state right-of-way and for complying with state and federal regulations.
8. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.
9. Political signs and posters located near property lines and intersecting driveways and public right-of-ways are allowed outside of the vision clearance triangle as demonstrated in **Figure 8.3** of this chapter. Any sign located within the vision clearance triangle must have a base that is higher than 8 feet above street/grade level or a total height not exceeding 2 feet above street/grade level. In instances where a safety or traffic hazard is identified with regard to these requirements, additional or more restrictive conditions may be imposed. Otherwise, setback requirements apply as follows:
 - a. C, CR, E, and R zones - 7 foot clearance setback;
 - b.. All other zones – 25 foot clearance setback.

~~not exceeding 2 square feet in the CR, E, or R zones and 32 square feet in all other zones. Signs may not be displayed 60 days of the primary election or caucus or for more than 30 days following the election. Unsuccessful primary candidates must remove, or cause to be removed, their signs or posters no later than 10 days after the primary election. Political signs may not be affixed or placed on the public domain. The public domain placement restriction does not apply to political signs placed on the county-owned property located at the north and south intersections of "B" and "C" Streets in Virginia City as shown in Appendices A and B. The sign owner is responsible for knowing or contacting the community development department about the location of the abutting state right-of-way and for complying with state and federal regulations therein. The county is not responsible for state right-of-way non-compliance or penalties imposed against the sign owner for violation of those regulations.~~

- O. Real estate for-sale and open-house signs not exceeding 65 square-feet in CR, E, R, and SPR zones and 32 square-feet in all other zones. Signs must be removed within 14 days following the sale of the property for which the sign represents. Commercial advertisement signs indicating the presence or

existence of a real estate office, business, or service are not considered real estate for-sale signs and are not exempt signs pursuant to this section.

- P. Yard, rummage, and garage sale signs not exceeding 6 square-feet in area that are removed within 12 hours after the sale and not displayed in public view before 12 hours of the sale and are in public view for no more than 2 consecutive or non-consecutive days within a 12 month period.
- Q. On-site temporary signs and banners displaying a non-commercial message related to household or familial celebrations (e.g., “birthday,” “newborn baby,” “anniversary,” “welcome back,” etc.).
- R. “No trespassing,” “no hunting,” “no fishing,” “no loitering,” and like signs not exceeding 2 6 square-feet in C, CR, E, and R zones and 16 square-feet in all other zones.
- S. Signs such as building contractor signs not exceeding 4 6 square-feet in total area within C, CR, E, and R zones and 32 square-feet in total area in all other zones and which are placed upon the property at which the associated project is located. These signs must be removed within 14 days after the associated project has been completed.
- T. Commemorative or historical non-advertisement plaques and tablets installed by a government or non-profit entity.
- U. One on-site barber pole of traditional design (i.e., red, white, and/or blue rotating swirl absent of text), such as that illustrated to the right, not exceeding 12 inches in width and 48 inches in length and directly attached to the associated building in which the barber service is provided. The device may rotate during the hours that the associated barber is open for business. Lighting placed on or within the device is permitted when in accordance with the applicable provisions of this chapter and chapter 8.02 Dark skies.
- V. Displays of string lights outside of a seasonal and/or customary nature, local, or religious holiday, provided that:
 - 1. They are not placed on the public domain;
 - 2. They are decorative displays which only outline or highlight landscaping or architectural features of a building;
 - 3. They are steady burning, clear/white, and do not blink, flash, or exhibit intermittent changes in intensity, animation, or rotating characteristics;
 - 4. They comply with the regulations of chapter 8.02 Dark skies;
 - 5. They are no greater in intensity than 5 watts for each bulb, or equivalent to the lumen intensity produced by a 5 watt incandescent bulb (approximately 73 lumens);
 - 6. They are not placed on or used to outline any type of sign, billboard, or advertising device or their support structures unless otherwise allowed by the provisions of this chapter and chapter 8.02 Dark skies;
 - 7. They are not assembled or arranged to convey messages, words, commercial advertisements, slogans, and/or logos;
 - 8. They are commercial grade UL Listed for long-term outdoor use and do not otherwise create a safety hazard with respect to placement and connection to



power supply as determined by applicable codes and regulations. The power supply must be a dedicated weather-protected and GFCI protected receptacle. The use of extension cords shall not be permitted;

9. They are maintained and repaired so that no individual light bulb is inoperative for more than a period of 30 consecutive days. In the event that the bulbs are not maintained or repaired for a period exceeding 30 days, the string lights must be removed.
 10. For signs located within the Comstock Historic District, lighting shall be consistent with Historic District requirements.
- W. Points of entry and public interest signs. In addition to the regulations of this chapter, non-commercial point of entry and public interest signs (See examples in Figure 10.1.) that are owned, leased, or otherwise managed by any federal, state, or county agency, or a political subdivision thereof (e.g., homeowner's association or general improvement district), are permitted provided that they comply with the regulations below and the provisions under sections 17.84.040, 17.84.050, 17.84.060, and 17.84.080. Changeable copy and variable image signs are prohibited. Point of entry signs installed at the entrance(s) of a planned unit development or subdivision; multi-family dwelling complex; industrial, shopping, or other commercial center; education facility or campus; or other building complex are permitted when they are managed and maintained by a federal, state, or county agency, or a political subdivision thereof, or the management of the property. All signs under this subsection are subject to approval of the director and comply with the following regulations:
1. The sign must conform to the purpose and intent of this chapter and NRS 384, where applicable;
 2. The owner or political subdivision is responsible for sign placement, maintenance, and compliance with all applicable regulations;
 3. Encroachment permits must be obtained, where applicable;
 4. The sign must have proper access and maintenance easements;
 5. No more than 1 sign may be erected at any given location, with exception of 1 similar sign that may be placed at both sides of a point of entry. The maximum sign face area, excluding supporting structures, may not exceed 32 square-feet;
 6. The sign and all parts thereof must be non-commercial and relate directly to the point of entry or public interest.



Figure 10.1: The point of entry signs (left and bottom) and place of interest sign (top right) are owned and managed by public entities and their message is non-commercial. The message in each device relates directly to the point of entry or public interest for the viewer.

17.84.110 Temporary Signs and Banners.

Any sign or banner, except those listed in sections **17.84.100** and **17.84.120** displayed for a period of time not exceeding 30 consecutive or non-consecutive days in a 12 month period of time is considered a temporary sign or banner. Temporary signs and banners as defined in this section, are not permitted in the E, R and for residential uses in the CR zones.

A. The following are considered temporary signs:

1. Banners, posters, pennants, sandwich board signs; fliers; blackboards and whiteboards; signs attached to temporary structures directly associated with operating special events, fairs, carnivals, and concessions; and devices which are supported, worn, or otherwise displayed on and by human or animal subjects (otherwise known as "human signs") are considered temporary signs.

B. The following are not considered a temporary signs or banners and are prohibited:

1. Tethered balloons, streamers, inflatable devices, and similar devices.
2. Any sign which is in any way attached, painted to, or otherwise attached to a vehicle, trailer, or other mobile device, as defined in section 17.84.120(C).

- C. In addition to all other applicable provisions of this chapter, all temporary signs and banners must comply with the following regulations:
 - 1. They must be professionally painted or printed. Those which become tattered, torn, or otherwise fall into disrepair must be immediately removed or replaced with a similar size and type sign.
 - 2. They may not exceed 12 square-feet in total area, with exception of banners which may not exceed the allowable limitations set forth by subsection (D);
 - 3. The temporary sign and banner must be associated with the onsite use of the property.
- D. Banners that are mounted to a wall or canopy must be secured taut ~~and not placed over any permanent sign~~. A temporary banner mounted in such a manner that it becomes suspended between two points (e.g., between buildings, poles, trees, etc.) must comply with the following regulations:
 - 1. They banner may not exceed 2 feet in height;
 - 2. They may not be closer than 5 feet to the objects from which it is suspended, and;
 - 3. They must be mounted no less than 8 feet over a pedestrian access way and 18 feet over a public right-of-way.
- E. No more than 1 banner may be attached to any two points.
- F. Any banner which is suspended over a right-of-way is subject to approval of the director.
- G. A second sign or banner of exactly the same color, shape, size, and configuration may be applied to the opposite side of the sign in order to convey its message to opposing pedestrian or vehicular traffic.
- H. Temporary signs and banners may not be publically displayed more than 30 consecutive or non-consecutive days in a 12 month period. A Special Use Permit may be obtained to allow for additional display time.
- I. ~~Sandwich board directional signs may be displayed for extended periods with a special use permit. These directional signs must comply with the regulations under subsections 17.84.080(K) and 17.84.080(L). The time in each twenty-four hour period that the directional sandwich board sign must be removed and not displayed must be stipulated in the approved special use permit. No sign may be placed on the public domain.~~
- J. No more than 4 temporary signs or banners may be displayed for any 1 ~~household, business, firm, or non-governmental~~ entity within a 12 month period.
- K. Only 1 temporary sign or banner may be displayed at any given time. In a multi-tenant shopping center, two temporary signs or banners may be displayed.
- L. A Special Use Permit may be granted to allow for exceptions to the above regulations.

17.84.120 Prohibited Signs.

The following signs and advertising devices are prohibited in any zone:

- A. Within, attached to, or hanging over a public right-of-way or on the public domain, with exception of permitted signs regulated pursuant to sections **17.84.090, 17.84.100, and temporary banners.**
- B. Located on private property without the expressed permission of the property owner.
- C. Mobile signs that are affixed to a frame or chassis having wheels and capable of being carried, or otherwise portable and designed to stand free from a building or other structure and fulfill the purpose of advertising. Mere removal of wheels or temporary securing of the mobile sign to the surface of real estate does not classify it as a free-standing sign. Ordinary identification of a business or service on an associated utility vehicle (e.g., construction contractor's vehicle or equipment such as those illustrated in Figure 20.1 below) is not considered a mobile sign and is thus exempt from the restrictions of this subsection. When uncertainty exists regarding the provisions of this subsection, the advertising device will be subject to the review and approval of the board with action by the planning commission.



Figure 20.1: The images shown on the top two vehicles (allowable) contrast with those below (prohibited) in that they clearly relate to the service provided in association with the vehicle. The bottom vehicles depicted are examples of mobile signs which facilitate off-site advertising.

- D. Inflatable signs, including those which are made of Mylar, vinyl, plastic, rubber, or any other material which is supported by gasses contained therewith, or its parts, at pressure which is equal to or greater than the surrounding natural atmospheric pressure.
- E. Paper signs and fliers displayed on the exterior of buildings, trees, and other structures lasting more than 12 hours in a one year period.
- F. ~~Bulletin boards, including blackboards and whiteboards, where other signs of similar size or structure are prohibited.~~
- G. Portraying sexual, sexually-related, or other "adult" material in a provocative or otherwise obscene manner within or in view of a public place.
- H. Located in such a place that they negatively impact visual corridors and view sheds from public places, or obscure a view of the road, or other vehicular and pedestrian right-of-ways ahead, or curves, grades, or interstate highways or

railways. The integrity of location, setting, feeling, and association of properties to their surrounding environment and view sheds (The Comstock Historic District and natural and largely undisturbed environment surrounding many rural properties county-wide are considered sensitive for the purposes herein and should be protected against visual impacts caused by signs and billboards).

- I. Emit noise, flames, smoke, steam, or other matter.
- J. Employ movement including, but not limited to, pennants, flags of non-national origin, banners (other than those allowed under 17.84.110.D), streamers, balloons, disks, searchlights, and lasers.
- K. Employ direct, indirect, internal flashing, or other illumination with light source or reflectivity of such brightness that it constitutes a hazard to ground or air traffic or a nuisance as determined by the Designee or any federal or Nevada State agency.
- L. Obstruct or impair the display of any permanent regulatory or advisory traffic sign or parking sign or traffic signal.
- M. Obstruct, obscure, or impair the safe passage of pedestrians, cyclists, or persons with disabilities.
- N. Placed on the roof of buildings unless a special use permit is granted. In determining the Special Use Permit, existing views, and the potential for blocking of views from public areas, shall be a consideration.
- O. Painted or attached to trees, fences, utility poles, rocks when located in their current natural place or state, ~~or similar natural and man-made structures and objects.~~
- P. ~~Installed on a building such that any window, door, or opening will be altered, blocked, or removed for the purpose of installing or displaying the sign. An advertisement or other display which is painted directly onto the interior surface of a window is permitted.~~
- Q. ~~Placed on a wall of a building exceeding an area equal to 25 percent of the wall area. (See figure 20.2 below.)~~
- R. Placed on a wall so as to extend beyond the outer edge of any wall of the building on which it is located. (The sign must remain entirely within the visual profile of the building. This does not apply to projecting signs. ~~(See figure 20.2 below).~~)
- S. ~~Placed more than 6 inches and less than 10 feet parallel to the face of any building or structure to which it is attached. (See figure 20.2 below.)~~
- T. Attached or placed adjacent to any utility pole, traffic sign post, traffic signal, historical marker or any other official traffic control device.
- U. Tethered balloons, streamers, inflatable devices, and similar devices.
- V. Any sign which is in any way attached, painted to, or otherwise attached to a vehicle, trailer, or other mobile device, as defined in section 17.84.120(C).

17.84.140 Billboards.

Any sign face measuring 128 square feet or more in total area is classified as a billboard and must comply with federal, state, and county regulations, including this

section and section **17.84.080**. The requirements for signs meeting the definition of billboard that are painted directly on a building, or are attached flush with a building wall, may be waived by Storey County through the Special Use Permit process.

- A. **Special use permit required.** The regulations of this section and title are considered the minimum requirements for billboards. A special use permit is required before erecting or displaying a billboard. The special use permit may impose conditions as deemed appropriate by the board with action by the planning commission.
- B. **Other permits & requirements.** No billboard or its supporting devices may be erected until plans developed by a licensed engineer for the proposed project have been reviewed by the fire and community development departments and a building permit has been issued. The licensed engineer requirement may be waived when the billboard is painted directly on a building and/or when no structural support of the sign is proposed. A building permit may not be issued until the special use permit has been granted and all requirements of the county have been satisfied. The issuance of a building permit or any other authorizations prior to approval of the special use permit must not be construed as an approval to commence construction of a billboard.
- C. **Transfer of entitlement.** The owner(s) of a billboard may not sell, transfer, ground lease, or assign a billboard or property on which a billboard is located in whole or in part to any person, partnership, joint venture, firm, company, or corporation without a minimum of 90 days notification to the director prior to closing.
- D. **Best management practices.** Preparation and construction within a billboard site including, but not limited to, the development, operation, and reclamation of all roads, access corridors, foundation pads, equipment storage and staging areas, and all related facilities must conform to grading and slope stability requirements, fire codes, and all Nevada Division of Environmental Protection (NDEP) best management practices.
- E. **Distances limitations.** No billboard may be permitted or otherwise erected or displayed:
 - 1. Less than 660 feet from federal aid right-of-ways and primary highway systems (e.g., Interstate 80).
 - 2. Within 2,000 feet of:
 - a. Roadway intersections and interchanges, interstate highway rest areas, or on any public right-of-way where there will be a line-of-sight obstruction to a roadway corner, bend, interchange, or intersection, including vehicular, pedestrian, or railroad crossing;
 - b. Another billboard;
 - c. Any public or private school, church, hospital, health care facility, residential care facility, public park, or government office building;
 - d. Any CR, E, P, or R zone, the Comstock Historic District, and within 1,000 feet of the following public right-of-ways: Six Mile Canyon Road, Seven Mile Canyon Road, State Route 341, and State Route 342 for billboards exceeding 128 square feet. Billboards measuring 128 square feet or less which are owned and managed by the county or an entity thereof may be

allowed with a special use permit adjacent to State Route 341 and 342 in the Comstock Historic District when they are located in a C, C-R, I, or P zone and no closer than 200 feet of any occupied structure, unless the owner of that structure provides written consent to the county.

3. Within 200 feet of any occupied structure.
4. With more than 1 display face, with exception of a second billboard face of the exact same shape, size, and configuration which is applied to the billboard's opposite side as to convey the device's message to opposing pedestrian and/or vehicular traffic, and not more than 20 inches apart.
- ~~5. When 1 or more signs or billboards already exist on the wall of a building.~~
- F. Support structures. Structures supporting billboards must conform to the local building code and be unobtrusive and recessive in their appearance. -Billboards must be supported by a single monopole structure unless they are painted directly onto a permitted building, wall, or other permitted structure not specifically intended to support the billboard.
- G. Billboard support structures must be coated with a non-reflective beige or gray-colored finish. Other colors and finishes may be permitted or required as part of the special use permit.
- H. Lighting. All direct and indirect lighting of a billboard must conform to the regulations under section 17.84.080(E) and chapter 8.02 Dark skies. If any proposed billboard will employ use or display of variable images or changeable copies, will be placed within 2,000 feet of any traffic signals or traffic signs, or will be located within a road boundary, the billboard owner must provide the county a traffic engineering report created by a licensed traffic engineer. The report must confirm that the advertising device and its placement will be safe for vehicular and pedestrian traffic. The report must consider all factors relevant to traffic safety including applicable criteria contained in this title. The report will be completed at the cost of the applicant. The county may require an independent review of the report by a qualified person at the expense of the applicant.
- I. Facility closure. Any billboard not meeting the standards of this this chapter and the applicable federal, state, and county regulations will be considered closed. The process of removing the billboard and its supporting structures and reclaiming the site to the condition existing prior to its development must commence immediately and must be completed within 180 days of closure. Further specifications pertaining to site reclamation will be determined by the conditions of the special use permit.
- J. Reclamation extension. If necessary, such as during times of Force Majeure, a request for a reasonable extension of the completion of removal and reclamation may be submitted to the director for approval. The application for extension must include all applicable documentation necessary to demonstrate that final removal and reclamation will take longer than the time allowed under the provisions of this chapter and that reasonable steps have been taken by the owner to conform to the requirements set forth by this chapter.
- K. Reclamation surety bond. A surety bond must be posted by the applicant of any billboard of or exceeding 288 square feet in area. The surety bond assures that a

closed billboard and the land in which it is located is restored to a condition existing prior to installation of the billboard. The surety bond must be posted prior to disturbance of the land. The amount of the surety bond necessary to remove the structure and reclaim the land will be determined by a qualified licensed engineer or environmental manager at the expense of the applicant and will be subject to third-party review as determined appropriate by the county. Additionally, the following requirements will apply:

1. The applicant must submit to the director proof that a cash deposit, certified check, irrevocable bank letter of credit, or surety bond has been deposited to ensure completion of reclamation work that is consistent with the requirements for reclamation under the special use permit, including estimated costs associated with removal of each billboard and all associated equipment and accessory structures and restoration of the site to a natural state.
2. The surety bond will be released after the county has determined that the land has been returned to a state existing prior the facility's existence.
3. The required certification must include all applicable documentation necessary for certification of closure.
4. Before the bond is released, the county will reserve the right to retain the service of an independent, qualified person, at the expense of the permit holder to verify that final reclamation has been completed in a manner which is determined by the director to be satisfactory.

L. Liability insurance and indemnification. The permit holder and his or her assigns, heirs, or successors:

1. Must provide proof of liability insurance to the county and maintain satisfactory insurance for all aspects of the facility in the amount of at least one million dollars (\$1,000,000). The county may require additional liability insurance coverage as needed. "Storey County" must be named as the "additional insured".
2. Must agree to the extent not prohibited by law, to indemnify, defend, and hold harmless Storey County from any costs, damages, claims, causes for action, penalties, fines, liabilities, and judgments of any kind or nature to the extent such liability arises from or in connection with the permit holder's and operator's negligent use, operation, management, or maintenance of the premises.

~~17.84.150 Variances.~~

- ~~A. Applications for a variance may be made pursuant to this chapter and chapter 17.03 Administrative provisions, and may be allowed where, in the opinion of the board with action by the planning commission, the same is necessary and is not in violation of the letter and spirit of the standards set forth in this title.~~
- ~~B. A variance may not be granted where a violation of the provisions set forth by NRS 384 or any provision of this chapter applicable to the Comstock Historic District would take place.~~

~~C. Variances may include application for signs installed off site where it can be shown that failure to allow such signs will work a hardship on the respective business or attraction, and is necessary to the conduct thereof.~~

~~17.84.160 Violation Report.~~

~~All sheriff, public works, fire, community development, and community services department employees must report any violation of this chapter to the director.~~

Special Use Permit. Applications for special use permits may be made pursuant to this chapter and 17.03.150. Modifications to the design standards listed in this chapter may be considered with a Special Use Permit application. Findings outlined in 17.03.150 must be made in order to approve any Special Use Permit.

17.84.170 Complaint by State Personnel.

Should the State Highway Engineer file a complaint with Storey County showing that any sign erected is a hazard to traffic, the director must immediately order the removal of the sign.

17.84.180 Nuisance Declared.

All signs not in compliance with the provisions of this chapter are declared to be nuisances and detrimental to the health, safety, economics, and general welfare of the people of this county and may be abated under the provisions of section **17.03.045**.

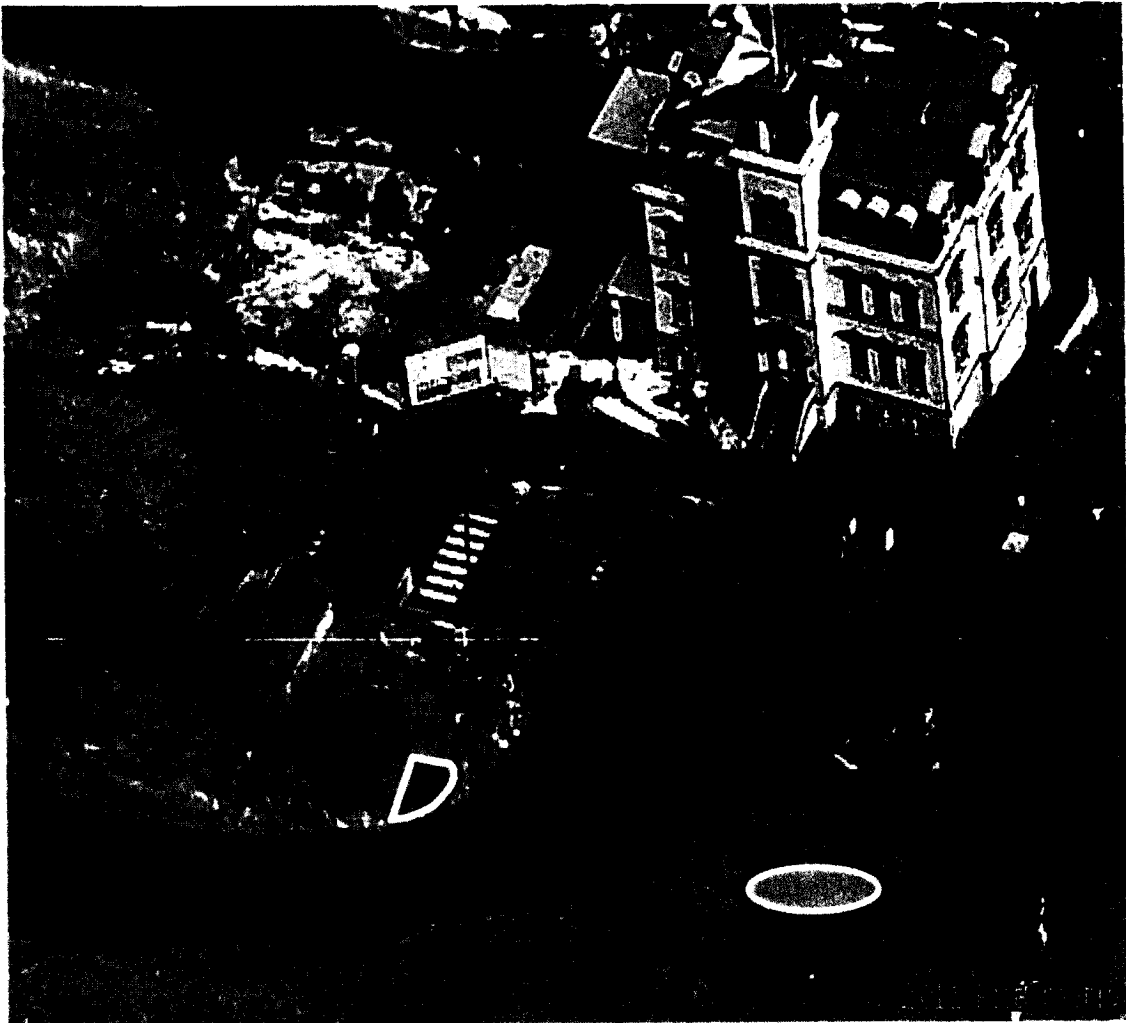
17.84.260 Violation Liability.

Any person who violates any provision of this chapter is liable to Storey County for any expense, loss or damage incurred by Storey County by reason of the violation.

17.84.270 Violation Remedies Not Exclusive.

Nothing in this chapter may be construed to limit or prohibit the prosecution of the owner(s), or others, for a violation of this chapter by criminal complaint or by a civil action provided for by law.

Appendix A: Political sign county public domain exemption (south location).





Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 15, 2018

Estimate of time required: 15 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☒

1. **Title: Discussion/Possible Action:** Variance 2018-015 request to allow for the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet. The applicant also requests a variance to the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.
2. **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Variance 2018-015 to allow the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet, the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.
3. **Prepared by:** Kathy Canfield
4. **Department:** Planning **Telephone:** 775.847.1144
5. **Staff summary:** See enclosed Staff Report No. 2018-015
6. **Supporting materials:** Enclosed Staff Report No. 2018-015
7. **Fiscal impact:** None on local government.
Funds Available: _____ Fund: _____ Comptroller
8. **Legal review required:** _____ District Attorney
9. **Reviewed by:**
☒ Department Head _____ Department Name: Planning
_____ County Manager _____ Other agency review: _____
10. **Board action:**
☐ Approved ☐ Approved with Modifications
☐ Denied ☐ Continued

Agenda Item No.

22

**Storey County
Planning Department**

Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: May 15, 2018 at 10:00 a.m.

Meeting Location: 26 S. B Street, Virginia City, Storey County, Nevada

Staff Contact: Kathy Canfield

File: 2018-015

Applicant: Miguel and Jacqueline Davila

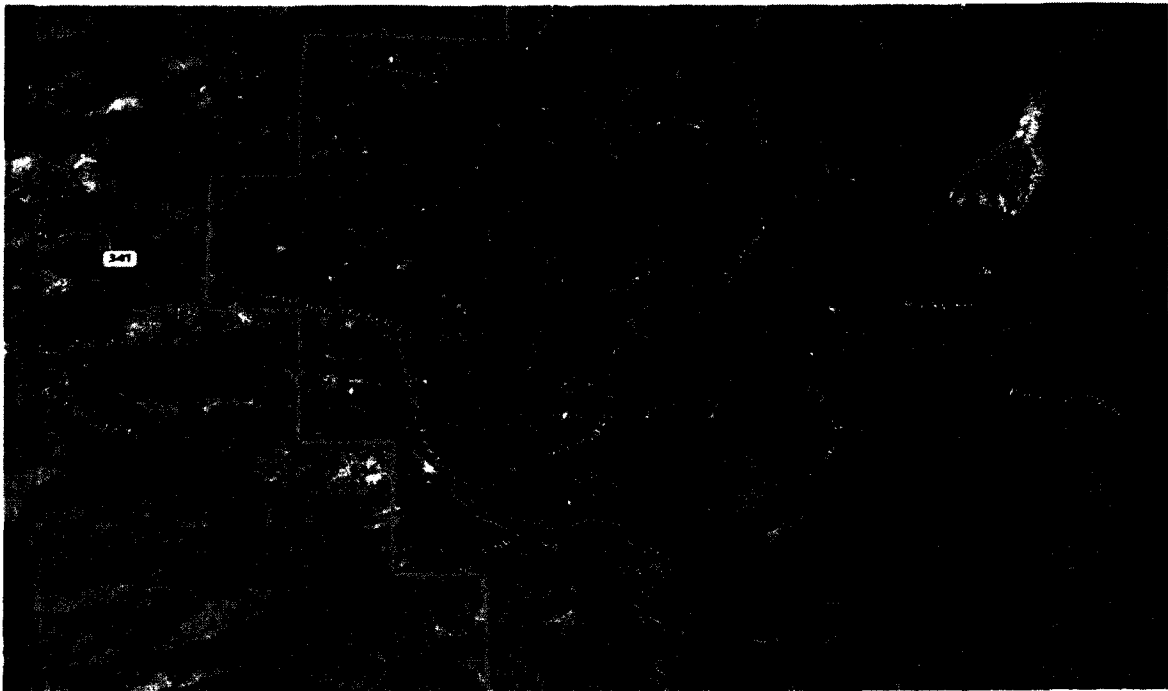
Property Owner: Miguel and Jacqueline Davila

Property Location: 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, APN 003-045-42

Request: The applicants request a variance (Variance 2018-015) to the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet. The applicant also requests a variance to the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

1. Background & Analysis

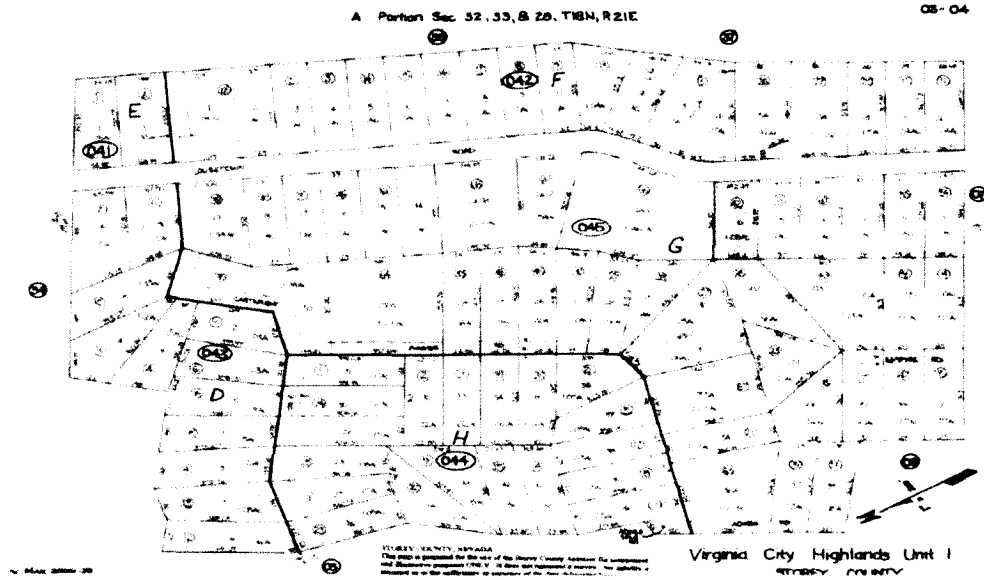
- A. Site Location and Characteristics.** The one acre residential parcel is located in the Virginia City Highlands. The parcel contains an existing single family residence located at the rear of the parcel, a driveway/parking area through the middle of the parcel and a shed and horse shelter along the north side of the property. The parcel is fenced on all sides. The residence is located within a residential neighborhood, with residences constructed on the adjacent parcels. The subject property is zoned E-1 VCH which has required 30 foot front yard, 40-foot rear yard and 15-foot side yard setbacks.



Location Map



Surrounding Properties Map



Assessor's Parcel Map

- B. Proposed Use.** The applicants are proposing to construct a two-car detached garage approximately 16-feet from the rear property line. The garage would be located within the required 40-foot rear yard setback on a portion of land currently used for parking.

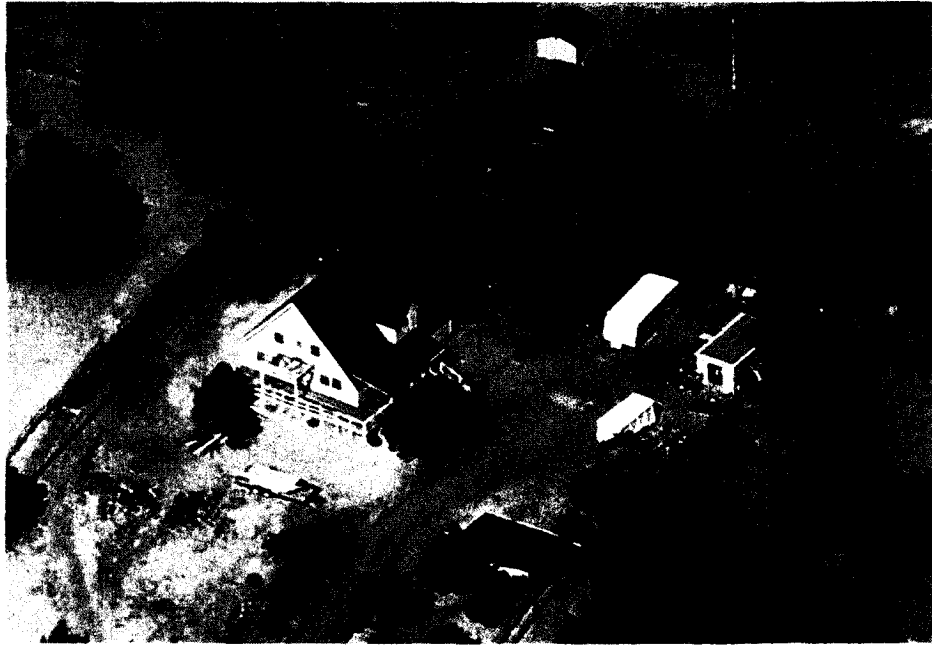
The proposed location of the garage is based on the existing development of the site and the proposed scheme of use of the property. The property slopes upward from the road and the existing development is located on a leveled area at the rear of the property. The applicants' desire for the garage to be near the residence for the scheme of use of the property. Other locations were considered, however, because of the existing wellhead and the septic system at the site, potential locations near the residence and outside of the setbacks and well and septic systems are limited.

As part of the review, it became apparent that a shipping container and a horse shelter were located within the required rear and side yard setbacks. As part of this application, a setback variance for these structures is also included. Both structures are established on the property.

The shipping container has been located adjacent to existing vegetation that provides screening to the north and east, and is not visible from the street. To move the container to a site on the parcel that is consistent with setbacks would expose the container and/or cause the container to be placed between the residence and the street.

The horse shelter is divided into two sections, with an enclosed storage area closest to the driveway and an open covered shelter along the property line. Although there is no wall adjacent to the property fence, there are posts and a roof that abut next to the property line. The horse corral encompasses the structure. To move the horse shelter to allow for the required 15-foot setback would encroach onto the driveway. Because

of the septic field, there is limited other space outside of the setbacks to locate the horse facilities. The horse facility is currently not visible from the street.



Existing residence



Existing residence

- C. **Variance.** The applicant has requested a variance to the rear and side yard setbacks. The Estates zoning for this parcel states a 40-foot rear yard setback, and a 15-foot side yard setback is required. Section 17.03.140 of the Storey County Code identifies the process for Variances. The applicant and this report follow the requirements outlined in the Code.

2. Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed garage addition and Storey County Title 17 Zoning or the 2016 Master Plan with the exception of the setbacks which are addressed with the Variance application.

	Land Use	Master Plan Designation	Zoning
Applicant' Land	Residential & vacant	Single family residential	E-1 VCH
Land to the North	residential	Single family residential	E-1 VCH
Land to the East	residential	Single family residential	E-1 VCH
Land to the South	Residential & vacant	Single family residential	E-1 VCH
Land to the West	residential	Single family residential	E-1 VCH

- B. **Variances.** The SCC 17.03.140 Variances states that a Variance to the provisions of its title may be granted by the Storey County Board of County Commissioners (the Board) with action by the Storey County Planning Commission (the Planning Commission) where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the lot or parcel, the strict application of the regulations enacted under this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon the owner of property.

Within Section SCC 17.03.140 (F) it states: The Board's approval, approval with conditions, or denial of a Variance must be based on Findings that indicate that the proposed use is appropriate in the location for which it is approved. The Findings listed in this subsection are the minimum to be cited in an approval; the body may include additional Findings in their decision. The Board and Planning Commission must cite Findings of fact in the motion for approval, approval with conditions, or denial.

At a minimum, an approval must be based on Findings that the proposal:

- (1) That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

The proposed variance would allow for a detached two car garage to be constructed adjacent to the existing residence. The parcel is 142 feet in width and the existing residence is located at the rear of the property. Other logical locations on the parcel for the garage with easy access to the residence are hindered by the location of the wellhead and the septic system. As the property slopes upwards from the street, the area next to the residence has been leveled to allow for easier access between the residence and garage.

The shipping container is located within the rear and side yard setbacks. Although this container could be moved, in the current location the container is screened from the street and neighbors views. It is also located in an area that would not interfere with the construction of the proposed garage or impact the septic system of the property. A setback of 16-feet from the rear property line and 1-foot from the side property line is desired by the applicant. All other aspects of the shipping container conform to the Chapter 17.12 of the Storey County Code.

The horse shelter is located within the side yard setback adjacent to the horse corral. To shift the shelter location would encroach into the driveway or onto the septic system of the site. It is also located in a site where it is not visible from the street.

(2) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.

The existing property does not contain a garage. The applicants desire a garage that has easy access to the existing residence. Because of the existing configuration of development at the site, the feasible locations for the garage are limited.

The shipping container is an allowable use and is consistent with the requirements of the Zoning Code (Section 17.12.045.H), with the exception of the setback.

The horse shelter is an allowed accessory use and with the exception of the setback, is consistent with the Storey County Zoning Code.

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

The proposed garage will be located adjacent to the existing residence and will not be visible from the street.

The shipping container location is screened from view from the street and from neighboring residences.

The horse shelter is located along the east property line. The closet structure on the shared property line is an accessory structure approximately 130-feet from the property line.

The applicant has contacted the surrounding property owners to the north and east (the closest neighbors to the proposed garage and accessory structures) and has received letters from both stating they have no objection to the proposed garage location. No concerns with the existing shipping container or horse shelter are identified by these neighbors. The letters are included in Appendix A of this staff report. The proposed garage, and the existing shipping container and accessory horse shelter are not expected to detrimentally impact the surrounding properties or the general public.

- C. **Storey County Zoning Code.** The property is located within E-1 VCH, Estates, Virginia City Highlands, residential zoning. The Storey County Zoning Code states “The estates zone is established for areas particularly suited for low density residential use, to further enhance the quality of life for residents to prohibit the development of uses which are incompatible and detrimental to a rural residential environment, and to allow for the keeping of a limited number of large domestic animals for non-commercial purposes.” Single family residences are an allowed use for the zoning and the proposed garage addition is a permitted accessory use to the residence. The one acre parcel size is consistent with the required minimum lot size and the proposed garage will be located 6 feet from the existing residence which is consistent with the Code requirement of 6-foot setback between dwelling and accessory buildings (Section 17.12.045). The shipping container and the horse shelter are located more than 10-feet from any existing or proposed structure. The proposed garage will be located 16-feet from the rear property line instead of the required 40-feet with this Variance application. The shipping container will be located 16-feet from the rear property line and 1-foot from the side property line, and the horse shelter will be located 1-foot from the side property line.
- D. **2016 Storey County Master Plan.** The 2016 Storey County Master Plan designates the Virginia City Highlands as a Rural Residential community with parcels no less than one-acre. Section 3.5.3 Goals and Objectives for land uses in the Highlands (p. 120) states in Goal 1 that land use decisions, including the implementation of zoning and regulations in and around the Highlands area must preserve the rural residential character and conform to historic use patterns in the Highlands area. The proposed garage variance, along with the shipping container and the horse shelter, do not appear to conflict with this provision of the master plan.

3. Findings of Fact

- A. **Motion for approval.** The following findings of fact are evident with regard to the requested Variance when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
 - (1) The applicant requests a variance (Variance 2018-015) to the rear yard setback for the construction of a two-car detached garage from the required 40-feet to

16-feet. The applicant also requests a variance to the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

- (2) The subject property is located within E-1 VCH Estates zoning with an existing residence as a primary use and the proposed garage, shipping container and horse shelter as an allowed accessory use.
- (3) That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (4) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (5) That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (6) The proposed Variance is in compliance with all Federal, Nevada State, and Storey County regulations.
- (7) The proposed Variance is in compliance with Storey County Code 17.03.140 Variances, 17.40 E Estates Zone and 17.12 General Provisions when all Conditions of Approval are met.
- (8) The proposed Variance is in compliance with and supports the goals, objectives and policies of the 2016 Storey County Master Plan.

B. Motion for denial. Should a motion be made to deny the Variance request, the following Findings with explanation of why should be included in that motion.

- (1) This denial is for the applicants' request for a variance (Variance 2018-015) to the rear yard setback for the construction of a two-car detached garage. The applicant also requests a variance for the rear and side yard setbacks for an existing shipping container and horse shelter. The applicant requests the rear yard setback be reduced from the required 40-feet to the proposed 16-feet and the side yard setback to one-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

- (2) There are no special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance that would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (3) The granting of the application is not necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (4) That the granting of the application will, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (5) The proposed Variance is not in substantial compliance with all Federal, Nevada State, and Storey County regulations.
- (6) The proposed Variance is not in substantial compliance with and does not support the goals, objectives and recommendations of the Storey County Master Plan.
- (7) The conditions of approval under the Variance do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for the surrounding uses.
- (8) No reasonable level of conditions of approval imposed on this Variance would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.

4. **Recommended Conditions of Approval**

- A. **Variance** This approval is for a variance (Variance 2018-015) to the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet. This approval also includes a variance to the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.
- B. **Compliance**. The Variance must comply with Storey County Codes, and submitted plans and reports, as approved. The Applicant must provide the Building Department site plans drawn to scale prior to obtaining a Building Permit.
- C. **Null and Void**. If the Variance is not exercised within 12 months of the date of approval, unless additional time is granted by the Board with action by the Planning Commission, based upon consideration of the specific circumstances of the project, then without further action, the Variance will be null and void and no non-conforming development activity may be made on the property except on the granting of a new Variance.

- D. **Hold Harmless.** The Property Owners agree to hold Storey County, its Officers and Representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.
- F. **Permits and Expiration.** The Applicant shall apply for all Building and Fire permits for the structure within 12 months from the date of Board approval for this Variance, and continuously maintain the validity of those permits, as appropriate, or this approval will become null and void.
- G. **Taxes Paid.** Before obtaining a Building Permit, the Applicant must show the Planning Department evidence that all property taxes on the land are paid to-date.
- H. **Building and Fire Requirements.** The Storey County Building Department and Storey County Fire Protection District may require additional construction requirements, because of the close proximity of structures. All existing and proposed infrastructure must comply with Building and Fire Codes.
- I. **Easement.** The granting of this Variance will not affect any existing easements on the subject property. No building may be constructed over an easement, ROW within a building setback area not otherwise allowed by this Variance.
- K. **Boundary.** The applicant must provide the Planning and Building Departments valid evidence indicating the proper location of the property boundaries and the structures on the property.
- L. **Accessory Structures.** All accessory structures shall comply with the requirements identified in the Estates Zone, Chapter 17.40, and the General Provisions Chapter 17.12 of the Storey County Code.
- M. **Fire.** The proposed project shall demonstrate that all requirements of the Storey County Fire Protection District are met for all setback reductions.

5. Public Comment

As of May 1, 2018, staff has received any two letters of support from the public regarding this Variance request. These letter are included in Appendix A of this staff report.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the Findings of the Board of County Commissioners upon which it bases its decision.

7. **Proposed Motions**

This section contains four motions from which to choose. The motion for approval is recommended by staff in accordance with the findings under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Planning Commission should be made part of either motion.

A. **Recommended motion for approval** (variance for all three structures)

In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Variance 2018-015 to allow the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet, the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

B. **Alternative motion for denial** (denial of variance for all three structures)

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commission, I (*county commissioner*), move to deny Variance 2018-015 to allow the rear yard setback for the construction of a two-car detached garage from the required 40-feet to 16-feet, and move to deny the variance for the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

C. **Alternative motion for approval and denial** (approve garage setback, deny accessory structure setbacks)

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3.A and 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to approve a portion of Variance 2018-015 allowing the rear yard setback for the two-car detached garage from the required 40-feet to 16-feet, and move to deny a portion of the variance for the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot. The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

D. **Alternative motion for denial and approval** (denial of garage setback, approval of accessory structure setbacks)

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3 A and 3 B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to approve a portion of Variance 2018-015 allowing the rear and side yard setbacks for an existing shipping container and existing accessory horse shelter from the required rear yard 40-feet to 16-feet and required side yard from 15-feet to 1-foot and move to deny a portion of the variance for the rear yard setback for the two-car detached garage from the required 40-feet to 16-feet, The property is located at 2310 Lousetown Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-045-42.

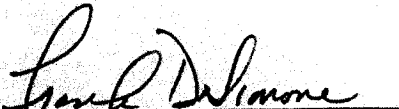
Appendix A

Letters of Project Support

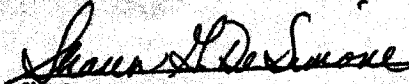
DeSimone

To Whom It May Concern,

Miguel Davila and Jacqueline Davila residents at 2310 Lousetown Rd., Reno, NV 89521 have contacted us, Frank DeSimone and Shaun DeSimone, and advised us of their plans of building garage on their property. We would like to state that we have no objections to the proposed construction.


Frank DeSimone

4-19-18
Date


Shaun

4/19/18
Date

Page 1

Snell

To Whom It May Concern,

Miguel Davila and Jacqueline Davila residents at 2310 Lousetown Rd., Reno, NV 89521 have contacted me, Sharon Snell, and advised me of their plans of building garage on their property. I would like to state that I have no objections to the proposed construction.

None at all!

Sharon Snell
Sharon Snell

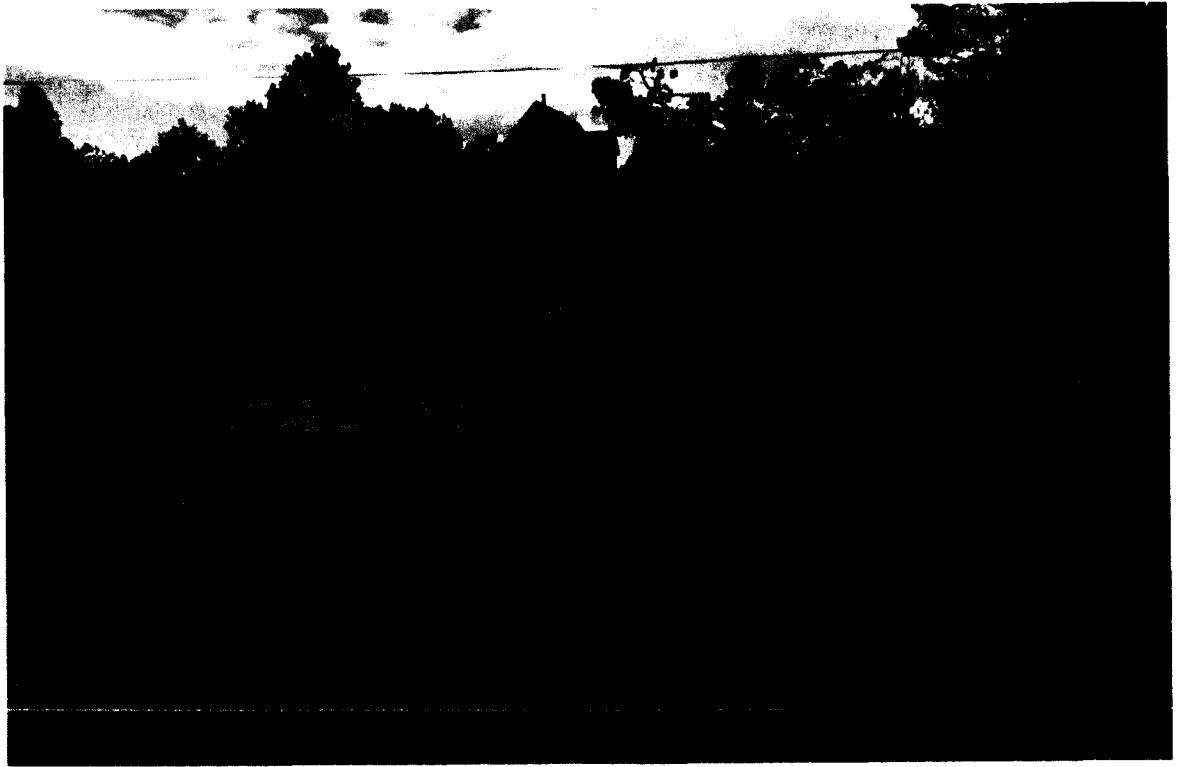
4/26/2018
Date

The Davilas are wonderful neighbors!

Page 1

Appendix B
Photographs of the Site







Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5-15-18

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Melissa Field

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name:

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

23

Storey County Community Development

Business Licensing



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

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

May 3, 2018
Via email

Please add the following item(s) to the **May 15, 2018** 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. **ETCHEMENDY ENGINEERING, INC** – General / 10597 Double R Blvd ~ Reno, NV
- B. **KJMJ ENTERPRISES** – General / 145 S. C st ~ Carson City, NV
- C. **O&M INDUSTRIES** – Contractor / 5901 Ericson Way ~ Arcata, CA
- D. **SWIFT TRANSPORTATION CO, OF AZ, LLC** – General / 2200 S. 75th Ave ~ Phoenix, AZ
- E. **KOYO ELECTRIC INDUSTRIAL CO.,LTD** – General / 5-2-22 Fukushima ~ Osaka, JP
- F. **PDE HOLDINGS, LLC** – Contractor / 90 Corporate Pk Dr ~ Henderson ,NV
- G. **HOK ARCHITECTS, INC** – General / 10 South Broadway ~ St. Louis, MO
- H. **DEACON CONSRUCTION LLC** – Contractor / 7745 Greenback Ln ~ Citrus Heights, CA
- I. **AQUATECK INTERNATIONAL LLC** – General / 1 Four Coins Dr ~ Canonsburg, PA
- J. **PROCESS AUTOMATION SOLUTIONS, INC** – General / 107 Mill Plain Rd ~ Danbury, CT
- K. **SHIMANE JIDOKI CO., LTD** – General / 784 Sada Miyavehi ~ Shimane-Ken, JP
- L. **SLATER'S DING A WING** – General / 2190 Olympic Cr ~ Reno, NV
- M. **PREMIER TRAILER LEASING, INC** – General / 300 London Dr ~ McCarran, NV

Ec: Community Development
Commissioners' Office

Planning Department
Comptroller's Office

Sheriff's Office