



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

9/20/2022 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

## AGENDA

**This meeting will be held in person and the public is welcome to attend.**

Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

**\*Join Zoom Meeting:** <https://us02web.zoom.us/j/83946331479> **Meeting ID: 839 4633 1479**

**Dial by your location**

+1 253 215 8782 US (Tacoma)  
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+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)

**Find your local number: <https://us02web.zoom.us/j/83946331479>**

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

**JAY CARMONA**  
**CHAIRMAN**

**ANNE LANGER**  
**DISTRICT ATTORNEY**

**CLAY MITCHELL**  
**VICE-CHAIRMAN**

**LANCE GILMAN**  
**COMMISSIONER**

**JIM HINDLE**  
**CLERK-TREASURER**

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Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board, Storey County Highway Board and the Storey County Liquor and Licensing Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda. All matters listed under the consent agenda are considered routine

and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

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

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

**2. PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA FOR POSSIBLE ACTION:**

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

- A. American Lawn and Landscaping LLC - Contractor / 1144 Spruce Meadows Dr. ~ Sparks, NV
- B. Anrak Corporation - Contractor / 5820 Mayhew Rd. ~ Sacramento, CA
- C. Any and All Property Cleanout - Home Business / 1822 Harte Rd. ~ Reno, NV
- D. Designworx - Home Business / 3900 Stovepipe ~ Reno, NV
- E. Espresso Plus - Food Truck / 279 E. 6th Ave ~ Sun Valley, NV
- F. Focus Concrete LLC-Contractor/1220 S. Commerce St. Ste 120~Las Vegas, NV
- G. Go Green Construction Inc. - 755 Hwy 40 West ~Verdi, NV
- H. MMR Technical Services, Inc. - Contractor / 15961 Airline Highway ~ Baton Rouge, LA
- I. Palomino Valley Construction LLC - Contractor / 5204 Eagle Pl. ~ Reno, NV
- J. Precision Build Solutions, LLC - Contractor / 12781 US Highway 41 S. ~ Gibsonton, FL
- K. The Pizza Place - General / 1 Electric Ave. ~ Sparks, NV
- L. Wilbanks Engineering, PLLC - Professional / 180 Gooseberry Dr. ~ Reno, NV

**II Approval of claims in the amount of \$1,185,063.62**

**III Consideration and possible approval of a refund in the amount of \$4,145.69 for parcel 5-091-14. Owner Cedar Sage for Comstock RV Park in TRIC.**

**IV Consideration and possible approval for the refund of \$2,050.91 for parcel 1-244-13 Owner: Andrei Mihheikin 240 S. M Street Vacant Lot**

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

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

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

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

Consideration and possible approval of Resolution No. ~~22-657~~ a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Buildings and Grounds Manager and Roads Manager.

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

Consideration and possible approval to award \$1,000.00 to the Julia C. Bulette Chapter of E Clampus Vitus in Area 3 "Gold Hill and Virginia City" of Storey County for the Community Project Grant to replace two historic plaques and monuments in the Comstock Historic District.

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

Consideration and possible approval to award \$10,000.00 to the Virginia City Highlands in Area 2 "Virginia City Highlands and Lagomarsino" of Storey County for the Community Project Grant to buy 3 industrial park benches, pour concrete slabs under the benches, and install benches.

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

Consideration and possible approval to award \$8,000.00 to the Washoe-Storey Conservation District and Lockwood residents in Area 1 "Lockwood, Mustang, Painted Rock and the Northeast" of Storey County for the Community Project Grant to perform weed management activities in and along the community of Rainbow Bend in Lockwood and to include sections of the Truckee River Corridor.

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

Consideration and possible approval authorizing the County Manager to seek bids, and approve and sign a contract for up to \$20,000 for a recruitment agency (headhunter) to help the county build an applicant pool of highly qualified candidates to potentially fill the Human Resources Director vacancy, subject to the recruitment agency being chosen from the attached list of agencies having pre-negotiated rates with POOL/PACT or other qualified agency having fees not exceeding those on the list, subject to contract review and approval by the District Attorney's Office, and with the signed and approved contract being brought back to the board at the next available meeting for review. There are sufficient funds in the County Manger's budget to cover this cost.

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

Consideration and possible approval of change order 3 to PWP-ST-2022-054 Courthouse Paver Project. This change order addresses the prevailing wage requirements of NRS 338.020 and provides funds to pay the laborers on the project the difference between their regular rate and the statutory prevailing wage rate in the amount of \$31,897.85.

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

Consideration and possible approval for the renaming of Norway Drive to Battery Boulevard and the naming of a new street alignment to Innovation Way. Innovation Way will be located north of Norway Drive (proposed Battery Boulevard) and south of Sydney Drive, intersecting with USA Parkway. Both streets are located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada.

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

Consideration and possible approval of designation of Kathy Canfield, Storey County Planning Manager, to represent Storey County on the Nevada State Land Use Planning Advisory Council (SLUPAC) for the three-year term from January 2023 through December 2025.

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

**16. CONSENT AGENDA FOR POSSIBLE ACTION:**

Discussion/Possible Action on following policies:

- a. Policy P207 Adopts County policy regarding Reasonable Alcohol Drug Testing as revised to reflect that it is a Fire District Policy.
- b. Policy P602 Adopts County policy regarding Annual Leave with revision to identify the policy as a Fire District Policy.
- c. Policy P603 Adopts County policy regarding Sick Leave with revisions to identify the policy as a Fire District Policy.
- d. Policy P604 Adopts County policy regarding Catastrophic Sick Leave with revisions to identify the policy as a Fire District Policy.
- e. Policy P605 Adopts County Policy regarding Family Medical Leave Act (FMLA) as revised to identify the policy as a Fire District policy.
- f. Policy P606 Adopts County policy regarding Leave of Absence Without Pay as revised to identify the policy as a Fire District Policy.
- g. Policy P607 Adopts County policy regarding Court Leave with revisions to identify the policy as a Fire District policy.
- h. Policy P608 Adopts County policy regarding Bereavement Leave with revisions to identify the policy as a Fire District Policy and adds a provision that the supervisor approving the leave may request proof of event.
- i. Policy P609 Adopts County policy regarding Military Leave with revisions to

identify the policy as a Fire District policy and incorporates new federal revisions.

- j. Policy P610 Adopts County policy regarding Emergency Conditions with revisions to identify the policy as a Fire District policy.

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

Consideration and possible approval of a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.

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

Consideration and possible approval to authorize the Fire Chief to enter into an agreement with Tectonics Design Group for approximately \$30,000 for architectural design with conceptual plans to facilitate the planning and future construction of Fire Station 71 in Virginia City.

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

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

Consideration and possible approval of a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.

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

Consideration and possible approval of bid for the Storey County Water Storage Tank Maintenance Contract and possible award of contract to Resource Development Company for an amount of \$1,107,969.00 over ten years.

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

Consideration and possible direction to staff regarding the Storey County regional fiscal impact analysis study.

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

For consideration and possible approval of business license second readings:

- A. Bi-State Electric Company Inc. – Contractor / 1617 Freeport Blvd. ~ Sparks, NV
- B. Menichino Construction LLC–Contractor / 3001 Savella Ave. ~ Henderson, NV
- C. Miller Insulation Co., Inc. – Contractor / 3520 E. Century Ave. ~ Bismarck, ND
- D. Ninelives Appliance Repair LLC – Out of County / 460 Scorpio Cir ~ Reno, NV

- E. Solum Construction Corp. - Contractor / 99 W. Arroyo St. ~ Reno, NV
- F. Summit Fire Security - Contractor / 1025 Telegraph St. ~ Reno, NV
- G. Teklus Construction LLC - Contractor / 3855 Warren Way Ste. B ~ Reno, NV
- H. The Electrician - Contractor / 1275 Kleppe Ln. Ste. 14 ~ Sparks, NV

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

26. **CORRESPONDENCE/NO ACTION:**

I Discussion Only/Not for Possible Action - Correspondence from JPS received at the Commissioners' Office on or about 09/08/22.

II Correspondence/Not For Possible Action: Response Letter to the Nevada CCB.

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

**NOTICE:**

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

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](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

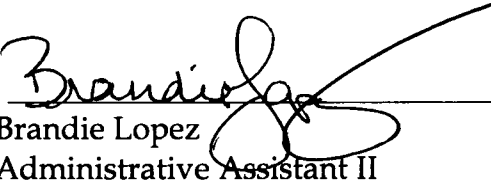
(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

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

#### **CERTIFICATION OF POSTING**

I, Brandie Lopez, Administrative Assistant to Storey County, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 9:00 am 9/15/2022; 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 at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at <https://www.storeycounty.org/agendacenter>.

By   
Brandie Lopez  
Administrative Assistant II



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
- A. American Lawn and Landscaping LLC – Contractor / 1144 Spruce Meadows Dr. ~ Sparks, NV
- B. Anrak Corporation - Contractor / 5820 Mayhew Rd. ~ Sacramento, CA
- C. Any and All Property Cleanout – Home Business / 1822 Harte Rd. ~ Reno, NV
- D. Designworx – Home Business / 3900 Stovepipe ~ Reno, NV
- E. Espresso Plus – Food Truck / 279 E. 6th Ave ~ Sun Valley, NV
- F. Focus Concrete LLC – Contractor / 1220 S. Commerce St. Ste 120 ~ Las Vegas, NV
- G. Go Green Construction Inc. – 755 Hwy 40 West ~Verdi, NV
- H. MMR Technical Services, Inc. – Contractor / 15961 Airline Highway ~ Baton Rouge, LA
- I. Palomino Valley Construction LLC – Contractor / 5204 Eagle Pl. ~ Reno, NV
- J. Precision Build Solutions, LLC – Contractor / 12781 US Highway 41 S. ~ Gibsonton, FL
- K. The Pizza Place – General / 1 Electric Ave. ~ Sparks, NV
- L. Wilbanks Engineering, PLLC – Professional / 180 Gooseberry Dr. ~ Reno, NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from Consent Agenda by request)
- **Prepared by:** Ashley Mead

**Department:**

**Contact Number:** 7758470966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**



\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

# Storey County Community Development

110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440



(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

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

September 12, 2022  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 20, 2022**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. American Lawn and Landscaping LLC** – Contractor / 1144 Spruce Meadows Dr. ~ Sparks, NV
- B. Anrak Corporation** - Contractor / 5820 Mayhew Rd. ~ Sacramento, CA
- C. Any and All Property Cleanout** – Home Business / 1822 Harte Rd. ~ Reno, NV
- D. Designworx** – Home Business / 3900 Stovepipe ~ Reno, NV
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- K. The Pizza Place** – General / 1 Electric Ave. ~ Sparks, NV
- L. Wilbanks Engineering, PLLC** – Professional / 180 Gooseberry Dr. ~ Reno, NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$1,185,063.62
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y Wood

**Department:**                      **Contact Number:** 7758471133

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

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



STOREY COUNTY

# Check Register

Packet: APPKT04506 - 2022-08-26 V&T Payments cw

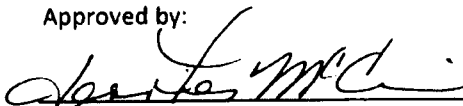
By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP V&T-AP V&T						
406379	AT&T CORP	08/26/2022	Regular	0.00	30.31	1626
406411	ATYPICAL CONSULTING AND EVENT	08/26/2022	Regular	0.00	8,097.08	1627
405280	BOBULA'S SEPTIC SERVICE, LLC	08/26/2022	Regular	0.00	800.00	1628
405621	CAPITAL SANITATION COMPANY	08/26/2022	Regular	0.00	130.10	1629
405382	CITY OF CARSON	08/26/2022	Regular	0.00	97.12	1630
406624	NEV DIV ENVIRONMENT PROTECTIC	08/26/2022	Regular	0.00	200.00	1631
405905	STOREY COUNTY TREASURER	08/26/2022	Regular	0.00	321,041.33	1632
405378	VIRGINIA & TRUCKEE RR CO INC	08/26/2022	Regular	0.00	20,500.00	1633
405523	WELLS FARGO BANK, N.A.	08/28/2022	Bank Draft	0.00	914.99	DFT0001192

## Bank Code AP V&T Summary


Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	8	0.00	350,895.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	1	0.00	914.99
EFT's	0	0	0.00	0.00
	12	9	0.00	351,810.93

Approved by:

  
Comptroller

9-6-22  
Date

Treasurer

  
V&T General Manager

8-25-22  
Date

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
221	V&T COMMISSION	8/2022	351,810.93
			<b>351,810.93</b>



STOREY COUNTY

# Payroll Check Register Report Summary

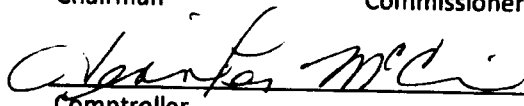
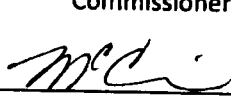

Pay Period: 8/15/2022-8/28/2022

Packet: PRPKT01511 - 2022-09-02 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	9	7,053.82
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	202	420,842.87
<b>Total</b>	<b>211</b>	<b>427,896.69</b>

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date



# STOREY COUNTY

## Check Register

Packet: APPKT04519 - 2022-09-02 PR Payment LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	09/02/2022	EFT	0.00	92,192.96	10324
404639	VOYA RETIREMENT INS	09/02/2022	EFT	0.00	10,430.48	10325
300003	AFLAC	09/02/2022	Regular	0.00	1,198.14	107775
300008	AFSCME LOCAL4041	09/02/2022	Regular	0.00	640.16	107776
405610	CALIFORNIA STATE DISBURSEMENT	09/02/2022	Regular	0.00	388.15	107777
405519	CIGNA HEALTH & LIFE INSURANCE C	09/02/2022	Regular	0.00	107,271.58	107778
300001	COLONIAL LIFE & ACCIDENT	09/02/2022	Regular	0.00	103.38	107779
404704	NATIONWIDE	09/02/2022	Regular	0.00	116.18	107780
405264	FIDELITY SEC LIFE INS CO	09/02/2022	Regular	0.00	1,069.56	107781
405263	KANSAS CITY LIFE INS CO	09/02/2022	Regular	0.00	6,283.90	107782
	**Void**	09/02/2022	Regular	0.00	0.00	107783
406598	MICHIGAN STATE DISBURSEMENT L	09/02/2022	Regular	0.00	622.30	107784
300011	NEVADA STATE TREASURER	09/02/2022	Regular	0.00	2.00	107785
406600	NORTHWEST FIRE FIGHTER BENEFIT	09/02/2022	Regular	0.00	31,477.17	107786
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	09/02/2022	Regular	0.00	774.00	107787
300010	STATE COLLECTION & DISBURSEMEI	09/02/2022	Regular	0.00	96.54	107788
300006	STOREY CO FIRE FIGHTERS ASSOC	09/02/2022	Regular	0.00	1,560.00	107789
300005	WASHINGTON NATIONAL INS	09/02/2022	Regular	0.00	532.89	107790
300002	WESTERN INSURANCE SPECIALTIES	09/02/2022	Regular	0.00	335.39	107791

### Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	16	0.00	152,471.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	102,623.44
	39	19	0.00	255,094.78

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



## STOREY COUNTY


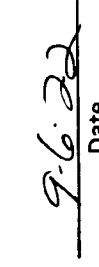
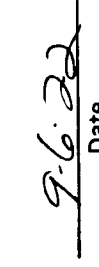
Vendor History Report  
By Vendor Name

Posting Date Range 09/02/2022 - 09/02/2022

Payment Date Range 09/02/2022 - 09/02/2022

Payable Number	Description	Units	Price	Post Date	Amount	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors															
405424	OPTUM BANK, MEMBER FDIC														
INV0016721	HSA Contributions	0.00	0.00	9/2/2022	10,040.66	001-29506-000	DFT0001201	9/2/2022	Insurances	12,567.32	0.00	0.00	0.00	12,567.32	12,567.32
						020-29506-000			Rds-Ins	10,040.66	0.00	0.00	0.00	10,040.66	10,040.66
						090-29506-000			Wtr-Ins	8,823.26					
						130-29506-000			Swr-Ins	591.40					
						230-29506-000			VCTC-Ins	193.00					
						231-29506-000			Pipers-Ins	183.00					
										185.00					
										65.00					
INV0016722	HSA Contributions	0.00	0.00	9/2/2022	2,401.66	250-29506-000	DFT0001202	9/2/2022	Fire-Ins	2,401.66	0.00	0.00	0.00	2,401.66	2,401.66
						290-29506-000			Fire-Ins	2,301.66					
										100.00					
INV0016723	HSA Contributions	0.00	0.00	9/2/2022	125.00	001-29506-000	DFT0001203	9/2/2022	Insurances	125.00	0.00	0.00	0.00	125.00	125.00
Vendors: (1)										Total 01 - Storey County Vendors:					
Report Total:										12,567.32	0.00	0.00	0.00	12,567.32	12,567.32
										12,567.32	0.00	0.00	0.00	12,567.32	12,567.32

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller	Date	Date
	9-6-22	
Treasurer		





STOREY COUNTY

Vendor History Report  
By Vendor Name

Posting Date Range 09/02/2022 - 09/02/2022

Payment Date Range 09/02/2022 - 09/02/2022

Payable Number	Item Description	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0016745	Medicare	Medicare	0.00	0.00	9/2/2022	001-29503-000	DFT0001204	9/2/2022	14,847.02	0.00	0.00	0.00	14,847.02	14,847.02
INV0016746	Social Security	Social Security	0.00	0.00	9/2/2022	001-29505-000	DFT0001205	9/2/2022	2,956.24	0.00	0.00	0.00	2,956.24	2,956.24
INV0016747	Federal Income Tax w/h	Federal Income Tax w/h	0.00	0.00	9/2/2022	001-29501-000	DFT0001206	9/2/2022	59,163.41	0.00	0.00	0.00	59,163.41	59,163.41
Vendors: (1)									Total 01 - Storey County Vendors:					
Vendors: (1)									76,966.67	0.00	0.00	0.00	76,966.67	76,966.67
Report Total:									76,966.67	0.00	0.00	0.00	76,966.67	76,966.67

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller	Date	Date
Treasurer		



STOREY COUNTY

# Check Register

Packet: APPKT04520 - 2022-09-02 PERS 715

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT	09/02/2022	EFT	0.00	61,347.91	10326

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	61,347.91
	2	1	0.00	61,347.91

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	Pooled Cash Account	9/2022	61,347.91
			<b>61,347.91</b>



## STOREY COUNTY

## Payment Reversal Register

APPKT04523 - 2022-09-02 Void 99614,99717,101547,104622

## Canceled Payables

Vendor Set: 01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>404091</u>	LEWIS, DEBORAH PRINCE				-300.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>104622</u>	09/24/2021	09/24/2021	09/02/2022	-300.00
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>INV0007999</u>	RESTITUTION 19 CR 142	11/22/2019	11/22/2019	300.00	
Vendor Number	Vendor Name				Total Vendor Amount
<u>405860</u>	NORTHERN NEVADA CHAPTER INT'L CODE COUNCIL				-280.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>99717</u>	06/19/2020	06/19/2020	09/02/2022	-280.00
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>INV0011665</u>	1973	06/19/2020	06/19/2020	280.00	
Vendor Number	Vendor Name				Total Vendor Amount
<u>405862</u>	BILLS, MARY & BRIAN				-3.90
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>99614</u>	06/19/2020	06/19/2020	09/02/2022	-3.90
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>INV0011378</u>	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020	3.90	
Vendor Number	Vendor Name				Total Vendor Amount
<u>405988</u>	SUPERIOR PRINTING, INC.				-36.78
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>101547</u>	12/18/2020	12/18/2020	09/02/2022	-36.78
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>INV0013184</u>	Deposit Bags	12/18/2020	12/18/2020	36.78	


Payment Reversal Register

Packet: APPKT04523 - 2022-09-02 Void 99614,99717,101547,104622 cw

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank	-620.68	0.00	-620.68
Report Total:	-620.68	0.00	-620.68

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		9-6-22
Comptroller		Date
Treasurer		Date



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of a refund in the amount of \$4,145.69 for parcel 5-091-14. Owner Cedar Sage for Comstock RV Park in TRIC.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

**Department:**

**Contact Number:** 775-847-0961

- **Staff Summary:** This is a refund for a partially built building that was already included in the cost of the RV spaces. I forgot to zero out the amount when I updated the percent complete on the building. See attached Marshall & Swift cost sheet for the Low Cost RV spaces. You will see that the shower, laundry, utility, and office building is included in the total cost of each RV space. I have 151 RV spaces @ 50% complete already on the tax roll.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

**Jana Seddon**

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

August 19, 2022

Memo to: Storey County Commissioners

Re: **Tax Bill Corrections**

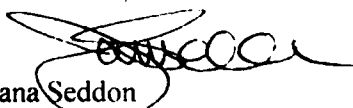
Cedar Sage/Comstock RV Park -Tahoe Reno Industrial Center  
005-091-14

This property is 50 complete for tax year 2022-23. When I was updating the percent complete, I missed making the correction for the Office/Laundry/Shower building to not cost. This building is already included in the per RV space cost in Marshall and Swift. (See Attached costing sheet). This correction is to remove the valuation of this improvement due to double taxation on this building only.

<b>2022-23</b>	<b>Original</b>	<b>Amended</b>	<b>Adjustment</b>
Total Taxable Value	930,156	696,661	233,495
Total Assessed Value	754,349	672,625	81,724
<b>2022-23 Tax Bill Amt</b>	<b>\$26,105.76</b>	<b>\$ 21,960.07</b>	<b>\$ (4,145.69)</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,



Jana Seddon  
Assessor  
Storey County

# TRAILER AND RECREATIONAL VEHICLE PARKS

## CHEAP

These are average costs of parks built more or less for permanent occupancy and represent the typical sites developed for transient use in outlying rural or resort areas where there are either no building codes or minimal code enforcement. They will be closely spaced, have few facilities beyond the minimum subsistence level, and be designed for smaller trailers and recreational vehicles. The base area per trailer space is 1,600 square feet and the base number of spaces is 50

ENGINEERING - Minimum plans, engineering and permits.....	355.00
GRADING - Minimum leveling, graded for drainage, cleared.....	303.00
STREET PAVING - Minimum asphalt, natural base, 15' to 20' wide, paved parking area.....	710.00
PATIOS AND WALKS - Average 135 square feet of small asphalt patio or hardstand, few walks near buildings.....	402.00
SEWER - 3" to 4" clay, few traps or vents. Cesspool and septic tank are included.....	550.00
WATER - 2" mains, service to common hydrants and buildings, no trailer hookups.....	438.00
GAS - None, except bottled gas (not included).....	---
ELECTRICAL - Low-ampage circuits, overhead wiring, simple outlets at trailer sites. No telephones or speaker systems.....	595.00
BUILDINGS - Restrooms and showers, laundry, office, lowest-cost frame or concrete block, cheap fixtures and partitions.....	1600.00
MISCELLANEOUS - Signboard, minimum landscape and entrance.....	238.00
CHEAP PARK - Cost per space.....	5200.00

## LOW-COST

Typical sites developed for transient or semipermanent occupancy in seasonal resort areas or near industrial or military areas. Usually designed to hold car-drawn trailers up to 40 to 45 feet long. ~~Typical sites developed for transient or semipermanent occupancy in seasonal resort areas or near industrial or military areas. Usually designed to hold car-drawn trailers up to 40 to 45 feet long.~~

ENGINEERING - Limited plans and specifications, survey of site and permits.....	690.00
GRADING - Graded for drainage, roads roughed in, site cleared and minimum site leveling.....	565.00
STREET PAVING - 18' to 22' roadway, 2" asphalt on natural base, no curbs or edging, common parking area.....	1110.00
PATIOS AND WALKS - Average 205 square feet of low-cost concrete or asphalt for hardstand, patio or parking, some walks near buildings.....	715.00
SEWER - 4" lines, 6" mains, minimum code, simple layout.....	905.00
WATER - 3" mains, 3/4" service, hydrant every two spaces.....	715.00
GAS - None to trailer spaces. Low-pressure gas to utility buildings and office.....	339.00
ELECTRICAL - Overhead wiring, 30 to 80 amperes per space. Some street lights Speaker system Telephone booth (not included).....	1070.00
<del>Typical sites developed for transient or semipermanent occupancy in seasonal resort areas or near industrial or military areas. Usually designed to hold car-drawn trailers up to 40 to 45 feet long.</del>	2130.00
MISCELLANEOUS - Sign, low-cost landscape, some masonry or concrete work around entrance. Swimming pool costs should be added from Section 66.....	575.00
LOW-COST PARK - Cost per space.....	8700.00

NUMBER OF SPACES	MODIFIERS									
	10	20	30	40	50	60	80	100	120	140
MULTIPLIER	1.12	1.08	1.05	1.02	1.00	.98	.95	.93	.91	
GROSS AREA PER SPACE	800	1,000	1,200	1,400	1,600	1,800	2,000	2,400	2,800	3,600
MULTIPLIER	.86	.89	.93	.96	1.00	1.03	1.06	1.12	1.18	



Tax Year: 2022  
Parcel: 005-091-14

**Marshall and Swift Com/Agr Structure**  
**Structure**

Page 1  
8/18/2022 09:07:22

**Section: Section 1**

	Units	Unit Cost	Total Cost New
<b>Basic Structure</b>			
Stud -Hardboard Sheet	3,220 Sq Ft.	\$13.89	\$44,726.00
Warmed and Cooled Air	3,220 Sq Ft.	\$18.72	\$60,278.00
Sprinklers	3,220 Sq Ft.	\$5.05	\$16,261.00
Base Cost	3,220 Sq.Ft.	\$91.88	\$295,854.00
<b>Basic Structure Cost</b>	3,220 Sq Ft.		<b>\$417,119.00</b>
<b>Less Depreciation</b>			
Combined Depreciation	1.5 Percent		(\$6,257.00)
Additional Functional Depreciation	98.5 Percent		(\$410,862.00)
<b>Depreciated Cost</b>	3,220 Sq.Ft.		<b>\$0.00</b>

**Structure Totals**

	Units	Unit Cost	Total Cost New
<b>Basic Structure Cost</b>	3,220 Sq Ft.	\$129.54	\$417,119.00
<b>Total Super Structure Cost</b>	3,220 Sq Ft.	\$129.54	\$417,119.00
<b>Building Cost New</b>	3,220 Sq Ft.	\$129.54	\$417,119.00
<b>Replacement Cost New</b>	3,220 Sq Ft.	\$129.54	\$417,119.00
<b>Depreciated Cost</b>	3,220 Sq.Ft.	\$0.00	\$0.00
<b>Total Structure Cost:</b>	3,220 Sq.Ft.	\$0.00	\$0.00
<b>Multiplier</b> 1	3,220 Sq Ft.	\$0.00	\$0.00
<b>Total Non MS Outbuildings:</b>	0 Sq Ft	\$0.00	\$0.00
<b>Total Structure Cost with Outbuildings:</b>	3,220 Sq.Ft.	0,000+0.00	\$0.00

INCLUDED IN RV SPACES.

Cost as of 1/1/2021

Appraisal Date: 06/23/2021

Copyright (C) 1997-2022 DEVNET Incorporated

JSEDDON

Tax Year 2022 (2022 - 2023)

## Storey County

Property Key: 005-091-14

Source: Secured

Type: Value Change

Correction Reason: ASSESSED VALUE CHANGE

BOE Case:

Legal Description: PARCEL MAP ID : 2006-23

LOT : BLOCK :

PTN SW4,S12,T19N R22E

TOWN : INDUSTRIAL GID

Owner: CEDAR SAGE LLC

PO BOX 856

VIRGINIA CITY, NV 89440

The nature of such error and the cause which produced the error are as follows:

Value Change		
2022 Correction		
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	✓754,349	\$26,105.76
+ Value Change Due to Changes in Building Value	(81,724)	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$4,145.69)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	(126,029)	N/A
Total Change in Value/Taxes	(81,724)	(\$4,145.69)
Final Corrected Value and Balance Due	✓672,625	\$21,960.07
Total Payments Made Before Correction	N/A	\$6,526.44
Refund	N/A	\$0.00
Balance Due	N/A	\$15,433.63

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval for the refund of \$2,050.91 for parcel 1-244-13 Owner: Andrei Mihheikin 240 S. M Street Vacant Lot
- **Recommended motion:** approval
- **Prepared by:** Jana Seddon

**Department:**                      **Contact Number:** 775-847-0961

- **Staff Summary:** A correction was done for this property in 2019 for the 2019-20 tax year. 2 parcels were on the correction and both needed a correction to the Prior Year Gross Assessed Value for property Tax Cap purposes. The Treasurer corrected the PYGAV for 1 parcel, but not for this parcel. Therefore it has billed incorrectly for the last 3 years. Please see attached information for more details
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

# Jana Seddon

Storey County Assessor

Storey County Courthouse  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

September 1, 2022

Memo to: Storey County Commissioners

Re: **Tax Bill Corrections**

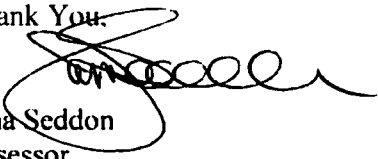
Andrei Mihheikin – Vacant Lot  
001-244-13

A correction for incorrect PYGAV (Prior year gross assessed value) was done for this property and an adjacent for the 2019-20 tax year. (Please see attached) The Treasurer made the adjustments to both tax bills, and updated the PYGAV on one parcel, but did not update the PYGAV on parcel 001-244-13. Therefore, this parcel is still billing incorrect. Please see below for correction information.

Tax Year	Tax Cap %	Net Assessed Value	Prior PYGAV	Taxes Billed	Amended PYGAV	Amended Tax Bill
2020-21	8%	24,675	24,675	\$853.93	2,164	\$80.88
2021-22	8%	24,675	24,675	\$853.93	2,337	\$87.35
2022-23	8%	17,500	24,675	\$605.62	2,524	\$94.34
<b>Totals</b>				<b>\$2,313.48</b>		<b>\$262.57</b>
				<b>REFUND</b>		<b>(\$2,050.91)</b>

Please approve this correction and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You.



Jana Seddon  
Assessor  
Storey County



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** August 20, 2019

**Estimate of time required:** 0-5 mins

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

---

1. **Title:** For Possible Action – Approval – Assessor's Recommended Corrections to 2019-20 Secured Tax Roll for Clerical Error

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

**Department:** Assessor's Office

**Telephone:** 847-0961

4. **Staff summary:** A clerical error on parcel numbers 001-244-13 and 001-244-14 occurred on the 2019-20 Secured Tax Roll. The correct prior year gross assessed value was not applied, which caused an error in the capped tax amount. Therefore the tax bills require adjustment per NRS 361.765.

5. **Supporting materials:** Please see attached letter with adjusted values and tax amounts.

6. **Fiscal impact:** Unknown

Funds Available:

Fund:

\_\_\_\_\_ Comptroller

7. **Legal review required:**

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

8. **Reviewed by:**

\_\_\_\_\_ Department Head

Department Name: Assessor's Office

\_\_\_\_\_ County Manager

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

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

**Jana Seddon**  
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE  
26 South B Street  
P.O. Box 494  
Virginia City, NV 89440

(775) 847-0961 Phone  
(775) 847-0904 Fax  
Assessor@storeycounty.org

August 12, 2019

Memo to: Storey County Commissioners

Re: 001-244-13  
001-244-14

The above referenced parcels were billed with clerical errors for the 2019-20 tax year. The Real Property Tax Bills require correction. These parcels were part of a 4-parcel split & combination just prior to the close of the 2019-20 tax roll, and the correct prior year gross assessed value was not applied to the new parcel numbers in order to generate the appropriate capped tax amount. In accordance with NRS 361.765, I am requesting the following changes be made:

APN	Tax Cap %	Net Assessed Value	<b>**New**</b> Assessed Value	Prior Yr GAV	2019-20 Taxes Billed	AMENDED PRIOR YR GAV	AMENDED PRIOR YR TAXES
1-244-13	8.0%	22,540	-	4,004	\$ 149.66	24,004	\$ 74.93
1-244-14	8.0%	24,675	-	-	\$ 853.93	24,004	\$ 74.93

Please approve these corrections, and advise the County Treasurer to make the changes and issue a corrected tax bill and/or refund to the taxpayer, if necessary.

Thank You,



Tobi Whitten  
Deputy Assessor  
Storey County Assessor's Office

Certificate # 2022000006

**Certificate of Correction PREVIEW**

8/19/2022

Tax Year 2020 (2020 - 2021)

**Storey County**

Property Key: 001-244-14

Source: Secured

Type: Abatement Change

Correction Reason: CORRECTION

BOE Case:

Legal Description: Created from split of Parcel # 001-244-02, Primary new parcel is Parcel # 001-244-13

Owner: MIHHEIKIN, ANDREI

PO BOX 733

VIRGINIA CITY, NV 89440

The nature of such error and the cause which produced the error are as follows:

**Abatement Change**

2020 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	24,675	\$853.93
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$773.05)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$773.05)
Final Corrected Value and Balance Due	24,675	\$80.88
Total Payments Made Before Correction	N/A	\$853.93
Refund	N/A	(\$702.28)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:

Tax Year 2021 (2021 - 2022)

## Storey County

Property Key: 001-244-14

Source: Secured

Type: Abatement Change

Correction Reason: CORRECTION

BOE Case:

Legal Description: Created from split of Parcel # 001-244-02, Primary new parcel is Parcel # 001-244-13

Owner: MIHHEIKIN, ANDREI

PO BOX 733

VIRGINIA CITY, NV 89440

The nature of such error and the cause which produced the error are as follows:

## Abatement Change

## 2021 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	24,675	\$853.93
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$766.58)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$766.58)
Final Corrected Value and Balance Due	24,675	\$87.35
Total Payments Made Before Correction	N/A	\$853.93
Refund	N/A	(\$766.58)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:



Tax Year 2022 (2022 - 2023)

## Storey County

Property Key: 001-244-14

Source: Secured

Type: Abatement Change

Correction Reason: CORRECTION

BOE Case:

Legal Description: PARCEL MAP ID :  
 LOT : BLOCK : 153  
 L.10 & 11 RNG L  
 TOWN : VIRGINIA CITY

Owner: MIHHEIKIN, ANDREI  
 PO BOX 733  
 VIRGINIA CITY, NV 89440

The nature of such error and the cause which produced the error are as follows:

**Abatement Change**

## 2022 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	17,500	\$605.62
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$511.28)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$511.28)
Final Corrected Value and Balance Due	17,500	\$94.34
Total Payments Made Before Correction	N/A	\$151.39
Refund	N/A	(\$127.82)
Balance Due	N/A	\$0.00

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

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 Assessor's Signature

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 Treasurer's Signature

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 Board Chair's Signature

Change Notes:



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 9/20/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 min

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 22-657, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Buildings and Grounds Manager and Roads Manager.
- **Recommended motion:** I (commissioner) move to approve Resolution No. 22-659, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees with the addition of Buildings and Grounds Manager and Roads Manager.

- **Prepared by:** AGENDA\_SUBMITTER

**Department:**

**Contact Number:** 775-847-0968

- **Staff Summary:** The Public Works Department is organized into three separate program areas: Buildings and Grounds, Roads, and Automotive/Equipment. Each of these program areas will have a manager and all managers will be at the same grade level. The Automotive/Equipment Manager is already established so does not require action. There are no additional positions being established, rather this change will be accomplished by assigning managerial responsibilities and reclassifying existing positions/employees. NRS 245.045 states that the Board has authority to fix the salaries of all appointive officers and employees by the enactment of ordinances or the adoption of resolutions. The proposed resolution conforms to the NRS requirement and the Board-approved budget for the 2022-23 fiscal year.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Jennifer McCain
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

## RESOLUTION NO. 22-659

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This resolution shall be effective on the 1<sup>st</sup> day of October 2022.

PROPOSED AND ADOPTED this 20<sup>th</sup> day of September 2022.

THOSE VOTING AYE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THOSE VOTING NAY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STOREY COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Jay Carmona, Chairman

ATTEST:

\_\_\_\_\_  
CLERK TO THE BOARD



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval to award \$1,000.00 to the Julia C. Bulette Chapter of E Clampus Vitus in Area 3 "Gold Hill and Virginia City" of Storey County for the Community Project Grant to replace two historic plaques and monuments in the Comstock Historic District.
- **Recommended motion:** I (commissioner), move to approve the awarding of \$1,000.00 to the Julia C. Bulette Chapter of E Clampus Vitus in Area 3 "Gold Hill and Virginia City" of Storey County for the Community Project Grant to replace two historic plaques and monuments in the Comstock Historic District.
- **Prepared by:** Honey Menefee

**Department:**

**Contact Number:** 7758470986

- **Staff Summary:** The Julia C. Bulette Chapter of E Clampus Vitus has applied for the FY 22/23 Community Project Grant. They propose to replace the Nevada Brewery and Big Bonanza historic plaques, the estimated cost of this project is approximately \$1,000.00.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

# Application For A Storey County Community Grant

## For The

### Gold Hill & Virginia City Area

## Applicant Details

All applicants are members of the Julia C. Bulette chapter of E Clampus Vitus based at 34 North B Street (PO Box 85), Virginia City, Nevada.

The Ancient and Honorable Order of E Clampus Vitus (ECV) is a fraternal organization dedicated to the preservation of the heritage of the American West, especially the history of the Mother Lode, the Comstock Lode, and the gold and silver mining regions of the west. There are chapters in California, Nevada, Arizona, New Mexico, Colorado, Utah, Washington, Idaho, Oregon, Montana and Wyoming.

### Application Contacts:

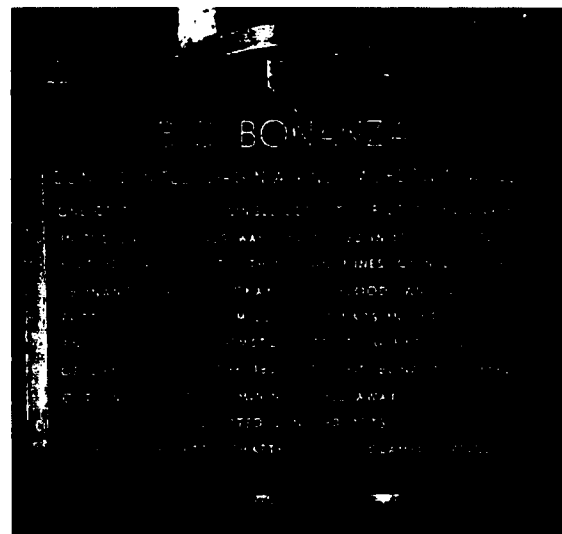
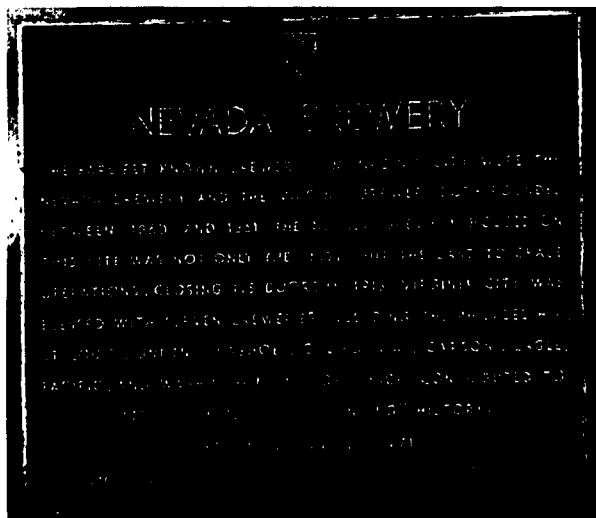
Gary Mack, 916-715-8300  
John Herrington, 775-772-6699  
Pat Logan, 775-847-7146

Brett Stockwell, 775-450-1749  
Wes Francis, 775-720-1911

## Project Description

Julia C. Bulette Chapter #1864 of ECV is dedicated to preserving and promoting the history of the Comstock and the Virginia City and Gold Hill historical areas. Every year we identify at least one historical site in the greater Virginia City area (or the greater Storey County area), design and manufacture an appropriate plaque and monument, identify a site for the monument, and build and install the monument and plaque.

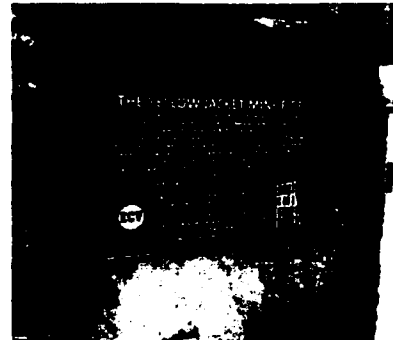
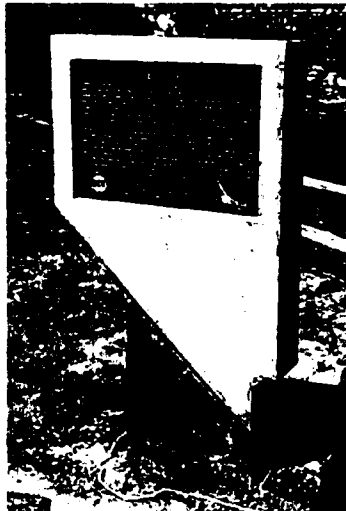
This year, we are replacing two plaques and monuments that had previously been put up, but due to various reasons had to be taken down over the years. These two plaques are: Nevada Brewery and Big Bonanza.





These two plaques identify and memorialize significant locations in the greater Virginia City area that should be marked and preserved for posterity. The Nevada Brewery was the earliest known brewery in Virginia City, and the Big Bonanza (Consolidated Virginia and California Mines) held one of the largest single deposits of gold and silver in the United States.

We design and locate the plaques and monuments based on the identified site location and its surrounding environment. Here are some examples of past plaques and monuments put up by the chapter.



As you can see, each plaque and monument is carefully designed to fit and enhance the surrounding area.

The Julia C. Bulette chapter of ECV maintains each of the monuments and/or plaques that the members put up. Our earliest plaques date back to the early 1960s!

## Benefits for the Virginia City and Gold Hill Area

By identifying sites of historical importance, and marking them for future generations, these plaques and monuments preserve the rich history of the Comstock Lode. In addition, Virginia

City and Gold Hill are globally known historical sites that are visited by tens of thousands of tourists each year.

These visitors infuse the local community and merchants with the revenue needed to maintain and enhanced the Virginia City and Gold Hill communities. Part of the experience for these “out of owners” is learning about the rich history of the area. The installation and maintenance of these plaques provide a significant benefit to the local community by enhancing the experience visitors have while visiting Virginia City and Gold Hill.

## **Estimated Costs for the Project**

The plaques and monuments are each unique, and designed specifically for the selected location. We have a specific location identified for the Nevada Brewery plaque, and are actively working with local individuals to identify a location for the Big Bonanza plaque.

We estimate that we will need no more than approximately \$1,000 to complete both of these monuments. To the best of our ability we try to source materials from local merchants and retailers. Generally we will need materials like: stone, mortar, concrete, steel (rebar, angle bar, etc), sealers, wood for forms, epoxy, gravel, and similar construction materials. In addition, we use various kinds of equipment to build the monuments including mixers, hauling vehicles (and fuel), and selected tools.

## **Ongoing Maintenance**

The Julia C Bulette #1864 Chapter of E Clampus Vitus maintains all plaques and monuments we put up as part of our ongoing community service efforts. The officers of the chapter identify individuals within the chapter to review each monument each year and provide any maintenance that is needed. It is an important part of the creed of ECV to give back to our local community.



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to award \$10,000.00 to the Virginia City Highlands in Area 2 "Virginia City Highlands and Lagomarsino" of Storey County for the Community Project Grant to buy 3 industrial park benches, pour concrete slabs under the benches, and install benches.
- **Recommended motion:** I (commissioner), move to approve the awarding of \$10,000.00 to the Virginia City Highlands in Area 2 "Virginia City Highlands and Lagomarsino" of Storey County for the Community Project Grant to buy 3 industrial park benches, pour concrete slabs under the benches, and install benches.
- **Prepared by:** Honey Menefee

**Department:**

**Contact Number:** 7758470986

- **Staff Summary:** The Virginia City Highlands proposes to purchase 3 industrial park benches, 2 on the walking trail and 1 at the park. The project will include a licensed contractor who will pour concrete slabs under the benches and install the benches.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse

26 South "B" Street

P.O. Box 176 Virginia City, Nevada 89440

Phone: 775.847.0968 - Fax: 775.847.0949

commissioners@storeycounty.org

Storey County Community Project Grant Application

Due No Later Than Friday, ~~November 5<sup>th</sup>, 2021~~

AUGUST 19, 2022

Project Area: VCH Estimated Cost: \$10,000.00

Project Name: PINION PARK - 3 NEW <sup>INDUSTRIAL GRADE</sup> BENCHES

Project Description: INSTALL 2 (TWO) PARK BENCHES ALONG  
NEWLY INSTALLED WALKING TRAIL IN PINION PARK.  
ADD 1 (ONE) NEW BENCH IN THE PLAYGROUND AREA.  
INSTALLATION WOULD LIKELY BE COMPLETED BY A  
LICENSED CONTRACTOR. POSSIBLY ADD CONCRETE  
PAD UNDER BENCHES, IF NEEDED.

How will this project benefit your community? RESIDENTS WILL BE ABLE  
TO REST WHILE WALKING TRAIL TO TAKE IN BEAUTIFUL  
TRAIL AND VIEWS OF THE HIGHLANDS. ADDED BENCH  
AT PLAYGROUND WILL DOUBLE SEATING AREA FOR  
RESIDENTS TO WATCH KIDS.

How will your community maintain the project once it is complete? JOINT MAINTENANCE  
THROUGH PARK FUNDS AND PUBLIC WORKS

Team Members: (Minimum of 5, Can have additional)

Name

Phone Number / Email Address

GRACE PIZZUTO

916 284 4422 grace-h@sbcglobal.net

CHRIS PIZZUTO

916 607 1960 chrisinparker@yahoo.com

Patience Carmona <sup>1</sup>

775-379-2177 patiencestewart@icloud.com <sup>2</sup>

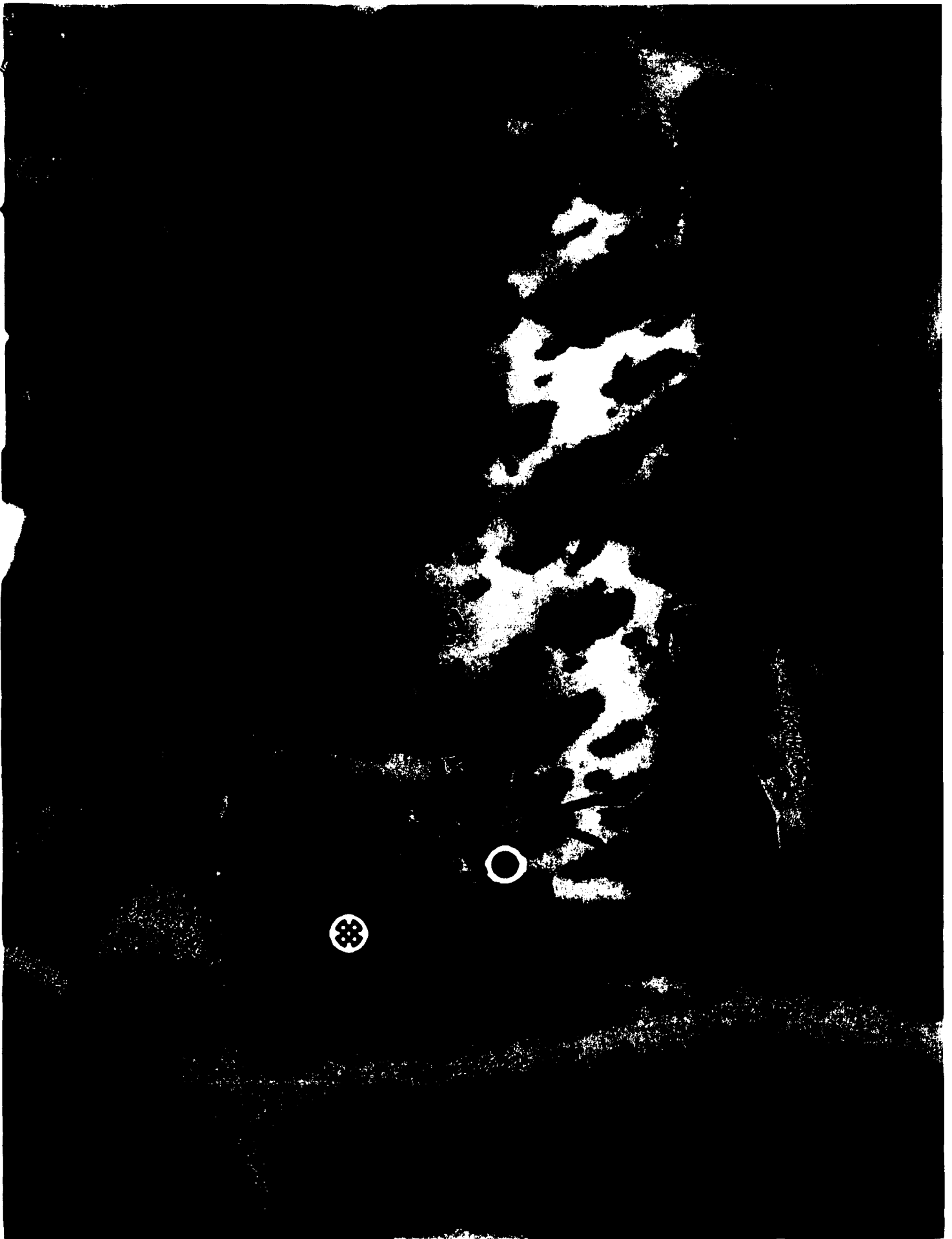
Jerry Stewart

775-771-9180

Mary Stewart

775-771-9180

**\*Please attach any relevant photos, maps, etc.\***





## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to award \$8,000.00 to the Washoe-Storey Conservation District and Lockwood residents in Area 1 "Lockwood, Mustang, Painted Rock and the Northeast" of Storey County for the Community Project Grant to perform weed management activities in and along the community of Rainbow Bend in Lockwood and to include sections of the Truckee River Corridor.
- **Recommended motion:** I (commissioner), move to approve the awarding of \$8,000.00 to the Washoe-Storey Conservation District and Lockwood residents in Area 1 "Lockwood, Mustang, Painted Rock and the Northeast" of Storey County for the Community Project Grant to perform weed management activities in and along the community of Rainbow Bend in Lockwood and to include sections of the Truckee River Corridor.

- **Prepared by:** Honey Menefee

**Department:**

**Contact Number:** 7758470986

- **Staff Summary:** The Washoe-Storey Conservation District, along with the residents of Lockwood and Rainbow Bend propose to manage the noxious weeds (poison hemlock, perennial pepperweed/whitetop, purple loosestrife) from the southside of the Truckee riverbank in Rainbow Bend as well as the surrounding areas of Long Valley Creek. The estimated cost of this project is approximately \$8,000.00.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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





## **Washoe-Storey Conservation District**

***Natural Resources Conservation Services***

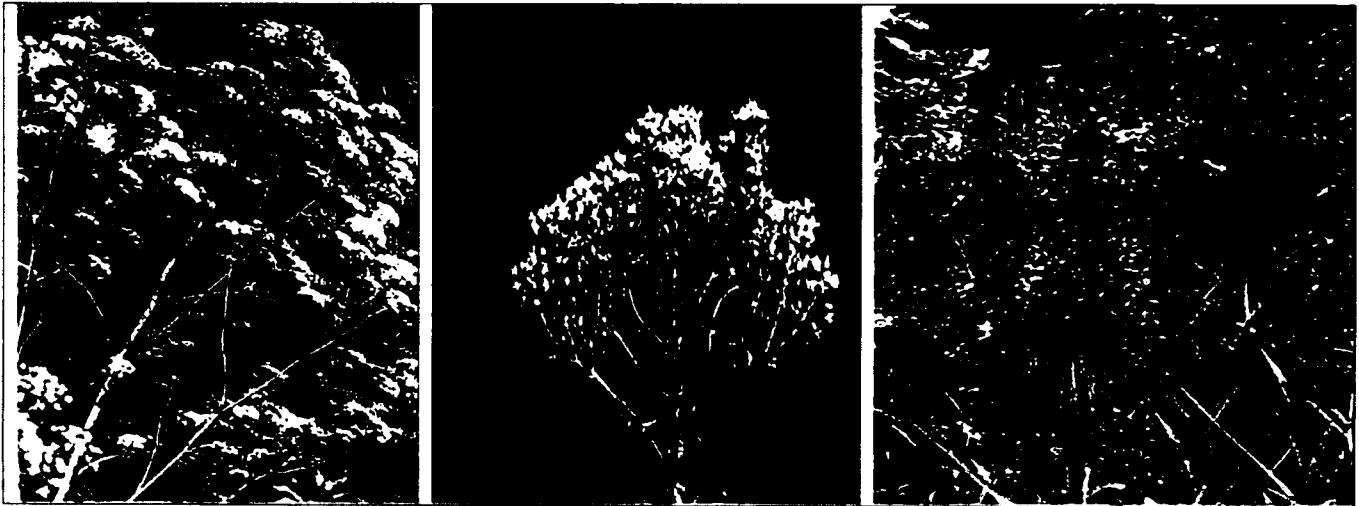
Bret Tyler Chairman  
Jim Shaffer Treasurer  
Kathy Canfield Story App.  
Jeanne Herman Washoe App.  
Sean Gephart Board Member  
Naomi DeVore Office Admin.

### **Project Proposal: Lockwood Nevada Weed Initiative**

The Washoe-Storey Conservation District (WSCD) is requesting funding assistance of (\$8,000) to perform weed management activities in and along the community of Rainbow Bend in Lockwood, NV to include sections of the Truckee River Corridor.

The weeds needing controlled are state listed noxious weeds regulated by the Nevada Department of Agriculture found in the Nevada Administrative Code NAC 555-010. The weeds species identified are:

- 1) Poison Hemlock (*Conium maculatum*)
- 2) Perennial Pepperweed/Whitetop (*Lepidium latifolium*)
- 3) Purple Loosestrife (*Lythrum salicaria*)



### **Involved Members:**

Bret Tyler, Washoe Storey Conservation District Chairman: [Brettyler2@gmail.com](mailto:Brettyler2@gmail.com), 775-722-6302

Naomi De Vore, Washoe Storey Conservation District Office Admin: [naomidevore42@gmail.com](mailto:naomidevore42@gmail.com), 775-842-9039

Robert and Lisa Holleman, Architectural Review Board & Rainbow Bend Landscape [tvbbob@aol.com](mailto:tvbbob@aol.com) 1-775-209-3278

Toni Hillyard- Storey County Senior Center [toni@storeycountyseniorcenter.org](mailto:toni@storeycountyseniorcenter.org) 1 (775) 530 7110

Sean Gephart, Invasive Weed Expert – [gephartsd@gmail.com](mailto:gephartsd@gmail.com) 1-775-815-8079

Jim Shaffer, WSCD Board Member – [shafferjam51@gmail.com](mailto:shafferjam51@gmail.com) 1-775-750- 8272

Gary Kerns, Lockwood Resident- 1-775-276-9737

Project was originally proposed by former Rainbow Bend HOA member Denise Hilton and local resident Davie Phillips (707-372-1858)

### **Project Goals:**

The goal of this Initiative is to bring residents of Lockwood, NV and Rainbow Bend together to eliminate growing patches of invasive species along the Truckee River. Our focuses will be to control and mitigate the spread of poison hemlock and Purple Loosestrife from the south side of the riverbank in Rainbow Bend as well as the invasive whitetop from surrounding areas (including but not limited to Long Valley Creek and Rainbow Bend)

What would this task entail?

Step 1: Detail Updated Mapping- The most recent mapping of the weeds in the area was completed in early 2020 by Davie Phillips, a local resident with support from members of Rainbow Bend HOA

Step 2: Volunteers / Mowing – We plan to begin the project with volunteer crews tearing out the bulk of the plants- using gloves, trimmers, rakes and trash bags. We'll use a pickup truck to take the organic waste to the landfill.

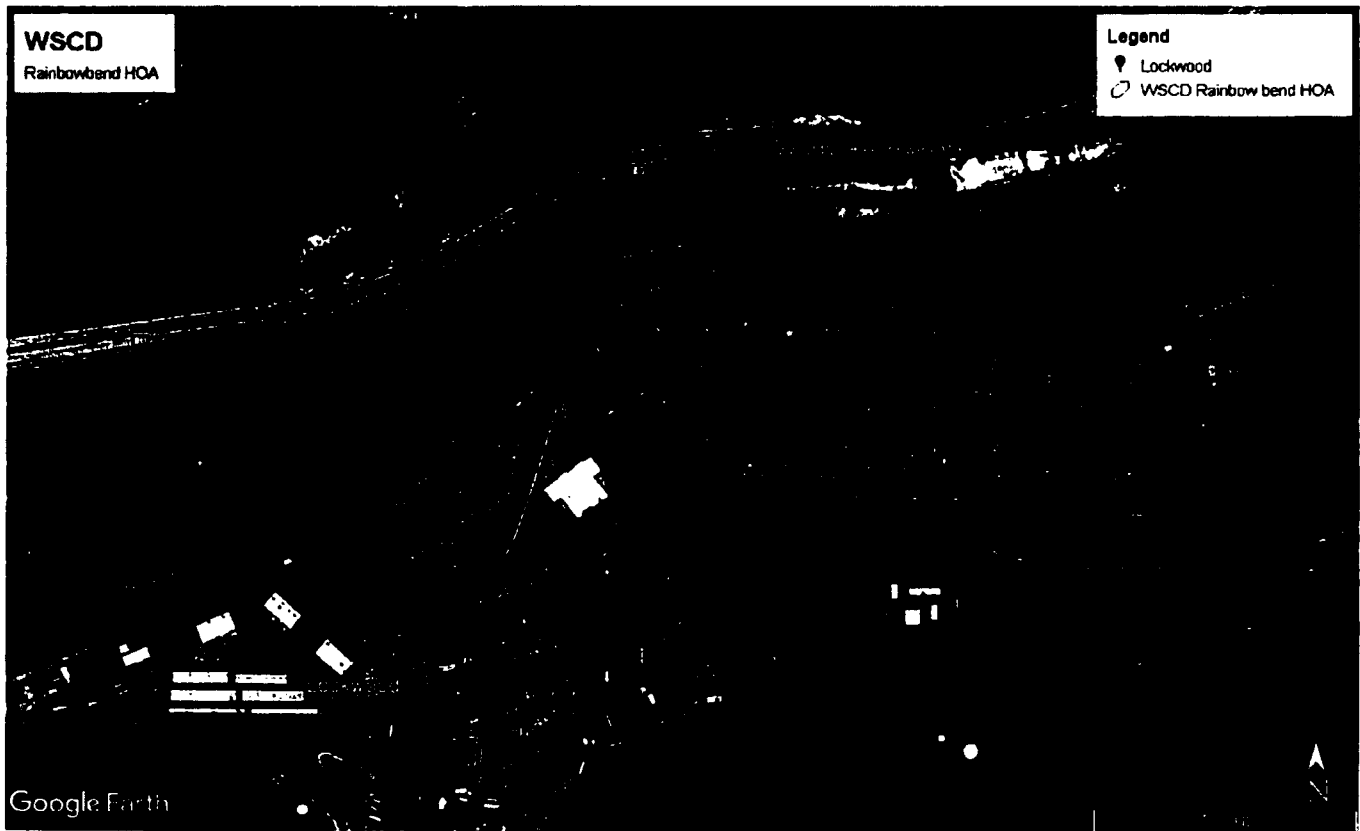
Step 3: Spraying – Using herbicides registered in the state approved for aquatic applications treat identified infestations during the growing season between May through July)

Step 4: What's Next? Reseeding- Pending specific recommendations for replacement with up to 3 approved native species from Nevada Department of Agriculture, Nevada Division of Water Resources and WSCD board member Jim Shaffer

Step 5: Continued Follow Up with Local Residents – Pending specifics from Rainbow Bend HOA and Jim Shaffer

### ***Images from the Project Site: 2 Acres***





#### **Benefits to Community:**

- **Effects of Poison Hemlock**
  - We heard of the presence of poison hemlock from my neighbor's young daughter- who had already learned of the effects of poison hemlock from another neighborhood kid who had warned of a rash caused by contact with this species
  - If the hemlock invaded your garden and you mistakenly ingest it- that would be dangerous
- Noxious weeds impact native plant ecosystems, clogs waterways and eliminates shorelines, impacts wildlife habitat, and contribute to wildland fires. By removing all three species both aquatic and terrestrial improvements are made.
- The longer these invasive weeds are allowed to grow- the more exponentially they can spread throughout our area- especially when located along the river. Seeds and spores can travel by wind or water- taking over parks, backyards, crowding out native species and crops in farms and gardens
- Increased biodiversity and eradication of invasive monoculture improve life for organisms living in the local riparian zone as well as down river.
- These invasive species take over an area and crowd out native species which would feed our local wildlife. These species are an insufficient food source for many of our native species.

**Estimated Cost:**

<b><u>IPM Approach</u></b>	<b><u>Frequency / # of Units</u></b>	<b><u>Associated Cost</u></b>
Mower(s)	As Needed and Feasible	\$440.00
Trimmers	Three w/ heavy blades	\$800.00
Trash Bags	8 commercial boxes	\$150.00
Gloves	10 pairs of various sizes	\$160.00
Rakes	5	\$150.00
Loopers / Pruners	10	\$120.00
Landfill Cost	4 loads	\$200.00
Herbicides	2,4-D / Escort / Glyphosate	\$1,500.00
Backpack sprayers	8	\$480.00
Reseeding & Restoration	Native species	\$4,000.00
<b>TOTAL GRANT ASK</b>		<b>\$8,000.00</b>

**Perspective Outcome:**

- It is expected the weed control efforts and restoration will be on-going reaching effective control measures for a three-year period.
- With controls of Purple Loosestrife Pyramid Lake will benefit by mitigating the spread of seeds down river.
- How will Residents be informed and prepared to maintain the efforts of these projects
  - Information – Invasive Species Booklets will be provided to volunteers and local residents
  - Supplies – Tools and Herbicide can be provided to volunteers and residents to maintain affected areas. We plan to work with the senior center/ community center in Lockwood to establish continued use of the tools provided through this grant to eradicate weeds throughout the community for years to come.

**Return Address:**

Washoe Storey Conservation District  
P.O. Box #40538  
Reno, NV 89504



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 15 min.**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval authorizing the County Manager to seek bids, and approve and sign a contract for up to \$20,000 for a recruitment agency (headhunter) to help the county build an applicant pool of highly qualified candidates to potentially fill the Human Resources Director vacancy, subject to the recruitment agency being chosen from the attached list of agencies having pre-negotiated rates with POOL/PACT or other qualified agency having fees not exceeding those on the list, subject to contract review and approval by the District Attorney's Office, and with the signed and approved contract being brought back to the board at the next available meeting for review. There are sufficient funds in the County Manager's budget to cover this cost.
- **Recommended motion:** I (commissioner) motion to authorize the County Manager to approve and sign a contract for up to \$20,000 for a recruitment firm (headhunter) to help the county build an applicant pool of highly qualified candidates to potentially fill the Human Resources Director vacancy, subject to the recruitment agency being chosen from the attached list of agencies having pre-negotiated rates with POOL/PACT, subject to contract review and approval by the District Attorney's Office, and with the signed and approved contract being brought back to the board at the next available meeting for review. There are sufficient funds in the County Manager's budget to cover this cost.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 7758470968

- **Staff Summary:** The county is in the process of recruiting a Human Resources Director to fill a vacancy. The position has been posted in the local newspaper and county website per policy, and postings have been extended to outside agencies such as Nevada DETR, Nevada Association of Employers, Northern Nevada Human Resources Association, POOL/PACT statewide distributions, Indeed, Zip Recruiter, individual Nevada county contacts, and others. Engaging with a recruitment agency for this vacancy may help the county build a larger applicant pool of highly qualified job applicants.
- Based on the list of agencies having a pre-negotiated rate with POOL/PACT, roughly \$10,000 to \$15,000 is expected to be the fiscal impact; however, authorization of up to \$20,000 is requested to account for contingencies. There are sufficient funds in the County Manager's 2022/23 professional services budget for this request.

- **Supporting Materials:** See attached
- **Fiscal Impact:** 10,000-15,000, not to exceed 20,000
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

## Recruitment Agencies

Agency	Contact	Agency description	Normal rate	Negotiated rate	Guarantee	Additional services provided
<b>Cvirtual</b>	Susan Moreno (775) 200-0550	CVirtual is a unique talent acquisition company focused on the placement of technical and executive professionals.	25% of 1st year salary	20% of gross base 1st year salary	90 days	<ul style="list-style-type: none"> <li>• Development of customized Video Interview and use of CVirtual's proprietary platform.</li> <li>• Targeted job postings including CVirtual and LinkedIn websites.</li> </ul>
<b>CPS HR Consulting</b>	(916) 263-3600	CPS HR leverages their deep expertise and collaborative process to guide clients in the areas of recruitment and selection.	23-24% of 1st year salary	10% discount on normal rate	2 years	<ul style="list-style-type: none"> <li>• Experienced with public sector and Open Meeting recruitments</li> <li>• Offers three levels of service: <ul style="list-style-type: none"> <li>○ Phase I: Candidate profile and recruitment strategy</li> <li>○ Phase II: Recruitment</li> <li>○ Phase III: Selection</li> </ul> </li> </ul>
<b>HRC</b>	Karyn Jensen (775) 851-2179	HRC, Ltd. provides comprehensive recruitment and selection process ensures that your organization is set up for maximum productivity.	15% of 1st year salary	15% of 1st year salary	Unknown	
<b>Solutions At Work</b>	Nicole Andazola (775) 828-7420	Solutions At Work strives not only to find the best and most qualified candidates but find ones that will also fit into our client's unique culture and organizational structure.	15% of candidate's 1st year salary OR \$165 per billable hour	10% discount on normal rate OR \$140 per billable hour	90 days	<ul style="list-style-type: none"> <li>• Familiar with public sector and Open Meeting law</li> <li>• Onboarding candidate</li> <li>• Coordinating offer letter and new hire paperwork (this option is offered at 20% of candidate's first year annual compensation).</li> </ul>
<b>Square 1 Solutions</b>	Johnny Skownek (775) 825-9675	Square 1 Solutions provides many staffing and temporary labor services, including direct placement, temp to hire, recruiting, executive search and traditional day labor.	20 - 25% of 1st year salary	18 - 23% of 1st year salary	Up to 6 months	

**Storey County Job Description**  
**Human Resources Director**

**Class Title:** Human Resources Director  
**FLSA Status:** Exempt  
**Represented Status:** Non-Represented  
**Created:** 06/05/2020  
**Last Revised:**

**JOB SUMMARY**

Under administrative direction of the County Manager, the incumbent serves as the manager of the county's and fire district's personnel compensation, classification, training and development, benefits administration, recruitment, and retention programs; and serves as the manager and coordinator of labor relations and social services.

**DISTINGUISHING CHARACTERISTICS**

This is a leadership level and confidential position performing the full range of duties of the Human Resources department.

**EXAMPLES OF ESSENTIAL FUNCTIONS**

The duties listed below are examples of the work typically performed by an employee in this position. Performance of these functions is the reason the job exists. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Serves as the human resources manager for employee classification, compensation and benefits, recruitment, onboarding, retention, training, risk management, and related plans, policies, and procedures.
2. Provides advice and counsel to the County Manager and senior management on human resources management practices, emerging issues among managers and employees, and changes in employment law and regulations.
3. Serves as the county's and fire district's Equal Employment Opportunity officer and Americans with Disabilities Act officer as assigned; may serve as the county's HR public information officer as assigned.
4. Testifies in administrative and court proceedings as related to HR matters.
5. Responds to, coordinates, and works closely with independent investigators and attorneys regarding labor disputes such as grievances, mediations, and arbitrations; administrative proceedings and settlements; administrative investigations; due process and discipline; ethics and administrative policy violations; and other personnel issues.
6. Serves as a liaison with the County Manager, County Commission, Fire Chief, Comptroller, and risk-management team on HR matters.



7. Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the County; plans, organizes, administers, reviews and evaluates the activities of implemented human resource policies and procedures.
8. Researches and analyzes data, compiles reports, makes recommendations, and presents findings to the County Manager, public bodies, and other jurisdictions.
9. Assists with strategic plan development, implementation, and conformance.
10. Oversees the maintenance of all personnel records, including benefit plan participation, personnel transactions, and employee statistics for government reporting; ensures records are current, secure, confidential, and disposed of properly.
11. Performs compensation and benefits studies; applies findings to solutions.
12. Assists with labor contract negotiations; works with fiscal team to determine and project fiscal conditions; may serve as lead labor contract negotiator.
13. Coordinates health benefits plans with employees, insurance carriers and brokers, and health providers; coordinates benefits committees and open enrollment; leads negotiations and teams to most effective programs.
14. Prepares complex reports, graphical representations, and agenda requests; presents reports, findings and recommendations to the County Manager, governing bodies, agencies, and the public.
15. Monitors and assesses performance of internal controls, operating efficiency, and adequacy of compensation, personnel, and associated operating programs; provides recommendation and assistance.
16. Confers with Nevada Department of Taxation, Nevada State Public Employees Retirement System (PERS), and other departments and agencies to address issues, make changes, and ensure regulatory compliance.
17. Develops and implements goals, objectives, policies, procedures and work standards for County social services.
18. Provides oversight of the County's social services to include contracting for services, preparation and administration of budget, preparation of annual reports and statistics to state and federal partners, Board of County Commissioners, and the community.
19. Independently carry out special and ongoing projects; supervise the work of staff; analyze problems, identify alternative solutions, and forecast consequences; recommend or approve best options and ensure that staff follows approved solutions.
20. Monitors proposed state legislation affecting the county and fire district personnel system; responds in-writing with recommendations and directive.
21. Performs various administrative duties such as and including customer service; answering phones; scheduling appointments; coordinating activities and services; and preparing memos and correspondence.
22. Attends public functions; liaises with elected officials and bodies; may represent the county on a variety of boards, commissions, and committees.
23. Prepares and administers the Department's budget.

24. Testifies and represents the County before the legislature and other governmental bodies; assists in the oversight of the best interest of the County in personnel and labor relations matters.
25. Evaluates public records requests for sensitive and/or confidential information, coordinates with the District Attorney's office to determine if a record, or part of any record is exempt from disclosures; redacts records and prepares appropriate explanation and exemption logs.
26. Develops and maintains County-wide records policies and procedures relating to public records requests.
27. As directed, may act on behalf of the County Manager during his/her absence as point-of-contact, assisting staff and department issues as needed in accordance with set goals and policies.
28. As needed, may respond to call-out in emergencies, other than normal working hours, as needed. For example, may respond to and actively participate in all-hazard Incident Command Systems (ICS); may provide assistance in the integration of facilities, equipment, personnel, procedures, and communications operating within a common organization ICS structure; may assist in coordinating responses among various jurisdictions and functional agencies, both public and private; and may assist in establishing common processes for planning and managing resources in the ICS; may assist departments on their emergency management and ICS plans.

## QUALIFICATIONS

### *Knowledge of*

1. Principles of labor relations management; labor unions; employee and employer rights and responsibilities; grievances, mediations, and arbitrations; and prevention.
2. Collective bargaining under NRS 288 and other applicable statutes.
3. Personnel policies pertaining to general, law enforcement, and line-fire employees.
4. Policies pertaining to personnel management including, but not limited to, sexual harassment, discrimination, ethics, Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO).
5. Medical, dental, vision, life, and supplemental benefits including, but not limited to, health savings accounts, wellness programs, deferred compensation programs, Nevada Public Employees Retirement System (PERS), and employee assistance programs.
6. Employee supervision and leadership.
7. Legal and ethical rules of conduct for public sector employees.
8. Principles, practices, and methods of employee classification, compensation, recruitment, onboarding, retention, training, risk management, and related plans, policies, and procedures.
9. Federal and state regulations, and organizational policies, related to personnel, budgeting, and administrative functions.

10. Principles of confidential file management and record keeping.
11. Statutes, regulations, and procedures applicable to assigned duties.
12. Standard office practices and procedures, including filing and case management.
13. Correct English usage including grammar, punctuation, and vocabulary.

*Ability to*

1. Interpret, examine, and explain statistical data including financial statements and reports.
2. Define problems, collect data, establish facts, draw valid conclusions, and provide recommendations based on fact.
3. Interpret, apply, and explain federal, state, and local regulations, and organizational policies.
4. Lead employees and work teams in a supportive, effective, and positive manner.
5. Administer projects and operations consistent with county policies, goals, and objectives; work effectively under the pressure of deadlines, conflicting demands, and emergencies; work effectively with coworkers, elected and appointed officials and bodies, and the public; gain cooperation through discussion and persuasion; gather and analyze quantitative and qualitative data and prepare appropriate reports; communicate clearly orally and in writing.
6. Independently carry out special and ongoing projects; supervise the work of staff; analyze problems, identify alternative solutions, and forecast consequences; recommend or approve best options and ensure that staff follows approved solutions.
7. Operate basic modern office equipment including, but not limited to, telephones, fax machines, and copiers; personal computer programs such as Microsoft Windows and Office; Tyler Incode; and other applicable programs and software; type at a rate sufficient to perform assigned duties.
8. Consistently demonstrate positive attitude and progressive actions through the display of professionalism, courtesy, tact, and discretion in all interactions with coworkers, supervisors, and the public.
9. Continue education and training and remain current on latest policies and practices and required certifications.
10. Maintains required certifications and licenses; attends and participates in professional group sessions; engages in continuous education, training, and other professional development; stays abreast on new trends and innovations related to the field.
11. Supervise and lead subordinates and co-workers in a supportive and positive manner.

**LICENSING, EDUCATION & OTHER REQUIREMENTS**

1. Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and abilities:

- a. Bachelor's degree or equivalent from an accredited college or university with emphasis in Human Resources, business, public administration, accounting, or related field; and
  - b. At least 5 years of professional experience in Human Resources management, benefits and compensation administration, or related field;-or
  - c. Combination of experience and education.
2. Possess and maintain Professional in Human Resources (PHR), Society of Human Resources Management Certified Professional (SHRM-CP), or equivalent certification within 12 months of hire.
3. Certificate of completion in approved advanced Human Resources representative program within 12 months of hire.
4. Possess and maintain a valid Nevada Class C Driver License.
5. Pass a criminal background investigation.

## PHYSICAL REQUIREMENTS & WORKING ENVIRONMENT

The conditions and requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- **Physical Requirements.** Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone. Light lifting (up to 25 pounds) is occasionally required. Strength and stamina to occasionally walk on uneven and slippery surfaces and work in outdoor environments.


*In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.*

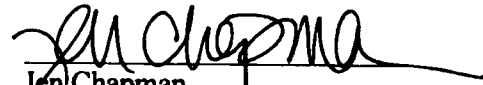
- **Working Environment.** Position functions primarily indoors in an office environment where a majority of work is performed at a desk and on a computer. Work occasionally includes working in a public forum and interfacing with governing bodies and the public. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur. Work may include travel by motor vehicle to offsite locations. Work includes periodic contact with angry and upset individuals under stressful situations. Frequent interruptions to planned work activity by phone calls, visitations, and response to unplanned events occur. Occasional outdoor work may occur with exposure to a variety of extreme weather conditions, including heat, rain, snow, cold, wind, and dust.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.**

Effective the 8<sup>th</sup> day of September, 2020.

Upon approval the above language shall be amended into the Storey County Government Classification Plan.

  
Austin Osborne  
County Manager

  
Jen Chapman  
Administrative Officer



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 15 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval of change order 3 to PWP-ST-2022-054 Courthouse Paver Project. This change order addresses the prevailing wage requirements of NRS 338.020 and provides funds to pay the laborers on the project the difference between their regular rate and the statutory prevailing wage rate in the amount of \$31,897.85.
- **Recommended motion:** I, [commissioner], move to approve change order 3 to PWP-ST-2022-054 Courthouse Paver Project in the amount of \$31,897.85 to comply with the prevailing wage requirements as set forth in NRS 338.020.
- **Prepared by:** Mike Northan

**Department:**                      **Contact Number:** 7753356991

- **Staff Summary:** See attached staff report
- **Supporting Materials:** See attached
- **Fiscal Impact:** #31,897.85
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

## **Staff Report**

**BOCC meeting September 20, 2022**

**Courthouse Paver Project PWP-ST-2022-054**

**Agenda Item description: Possible approval of change order 3 to PWP-ST-2022-054 Courthouse Paver Project. This change order addresses the prevailing wage requirements of NRS 338.020 and provides funds to pay the laborers on the project the difference between their regular rate and the statutory prevailing wage rate in the amount of \$31,897.85.**

The BOCC initially authorized the County Manager to spend \$120,000 for this project with SHPO co-funding the effort in an amount of \$30,000. The low bid came in at \$73,444 for the base scope of work (removing, handling, and replacing the blocks). This put the project below the threshold of \$100,000 for requirements of prevailing wages (NRS 338.080).

There were some unknowns in this project, mainly the sub-surface conditions and what it might take to remedy those to prevent subsidence and differential settling. There was also uncertainty in what SHPO might allow for a surface treatment for the blocks.

The County elected to replace the concrete ramp to the south face of the building, overexcavate and place compacted base material below the stones, reinforce the curb stones with slurry.

It was SHPO's decision to allow surface grinding of the stones to remove trip hazards in the surface (rather than fill the pits with cementitious or epoxy material).

These additional items drove the cost of the project above \$100,000 which then triggers prevailing wage requirements. Spanish Springs Construction has accounted for all of the hours worked by the crew personnel (total of 1,356 hours) and calculated the difference between their regular wage rate and the required prevailing wage rates as specified by the Office of Labor Commissioner for their respective job classifications.

The total amount due to SSC is \$31,897.85.

This payment will allow Storey County to close out this project and report contract completion to the Office of Labor Commissioner.

  
SPANISH SPRINGS  
CONSTRUCTION, INC.

September 1, 2022

Mike Northan  
Storey County  
Operation & Projects Coordinator  
P.O. Box 435  
Virginia City, NV 89440

RE: Virginia City Courthouse Paver Repair Project – Change Order #3 Prevailing Wages

Mike,

The total cost to update the project from the original private wages to Nevada Prevailing Wages - Rural is \$31,897.85. The total labor hours work was 1,356.

Can you let me know how Storey County wants us to submit the certified payrolls. I am also concerned about the apprenticeship rule, even though I don't believe we would have needed any apprentices.

Let me know if you have any questions

Thanks

  
Tony Autino  
Project Manager

NCL 59511A

Cc: Ken Mercurio





**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval for the renaming of Norway Drive to Battery Boulevard and the naming of a new street alignment to Innovation Way. Innovation Way will be located north of Norway Drive (proposed Battery Boulevard) and south of Sydney Drive, intersecting with USA Parkway. Both streets are located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada.

- **Recommended motion:** 2. Recommended motion: I [commissioner] motion to approve the renaming of Norway Drive to Battery Boulevard and the naming of a new street alignment to Innovation Way. Innovation Way will be located north of Norway Drive (proposed Battery Boulevard) and south of Sydney Drive, intersecting with USA Parkway. Both streets are located within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada.

- **Prepared by:** Lyndi Renaud

**Department:**

**Contact Number:** 7758471144

- **Staff Summary:** See Attached staff report

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

## STOREY COUNTY PLANNING DEPARTMENT

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



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**To:** Storey County Board of County Commissioners

**From:** Storey County Planning Department

**Meeting Date:** September 20, 2022

**Meeting Location:** Storey County Courthouse, 26 S. B Street, Virginia City, Storey County, Nevada, and via Zoom

**Staff Contact:** Kathy Canfield

**File:** 2022-28

**Request:** The renaming of Norway Drive to Battery Boulevard and the naming of a new street alignment to Innovation Way. Innovation Way will be located north of Norway Drive (proposed Battery Boulevard) and south of Sydney Drive, intersecting with USA Parkway. Both streets are located within the Tahoe Reno Industrial Center, Storey County, Nevada.

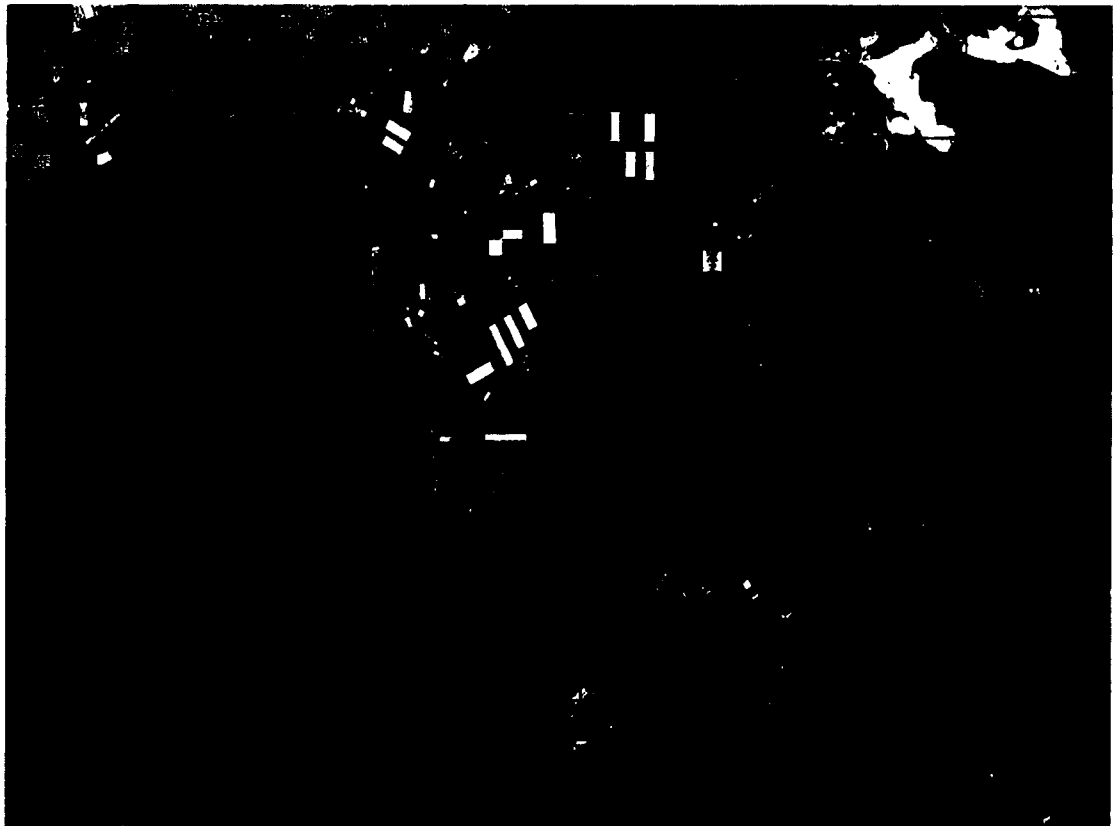
### Background & Analysis

Storey County has been requested to rename the existing Norway Drive roadway alignment from Norway Drive to Battery Boulevard and to name a new roadway alignment Innovation Way. Both roadways are located in the southern portion of the Tahoe Reno Industrial Center (TRIC) which is the newest area of development for TRIC. The Master Development plan for TRIC (see Exhibit A) did provide for suggested street names for these areas, however, Storey County and TRIC master developer are not opposed to different street names being used that are meeting the street naming theme of the Center. The names proposed meet the country/city/technology theme of the Center and are also unique names for the County as a whole.

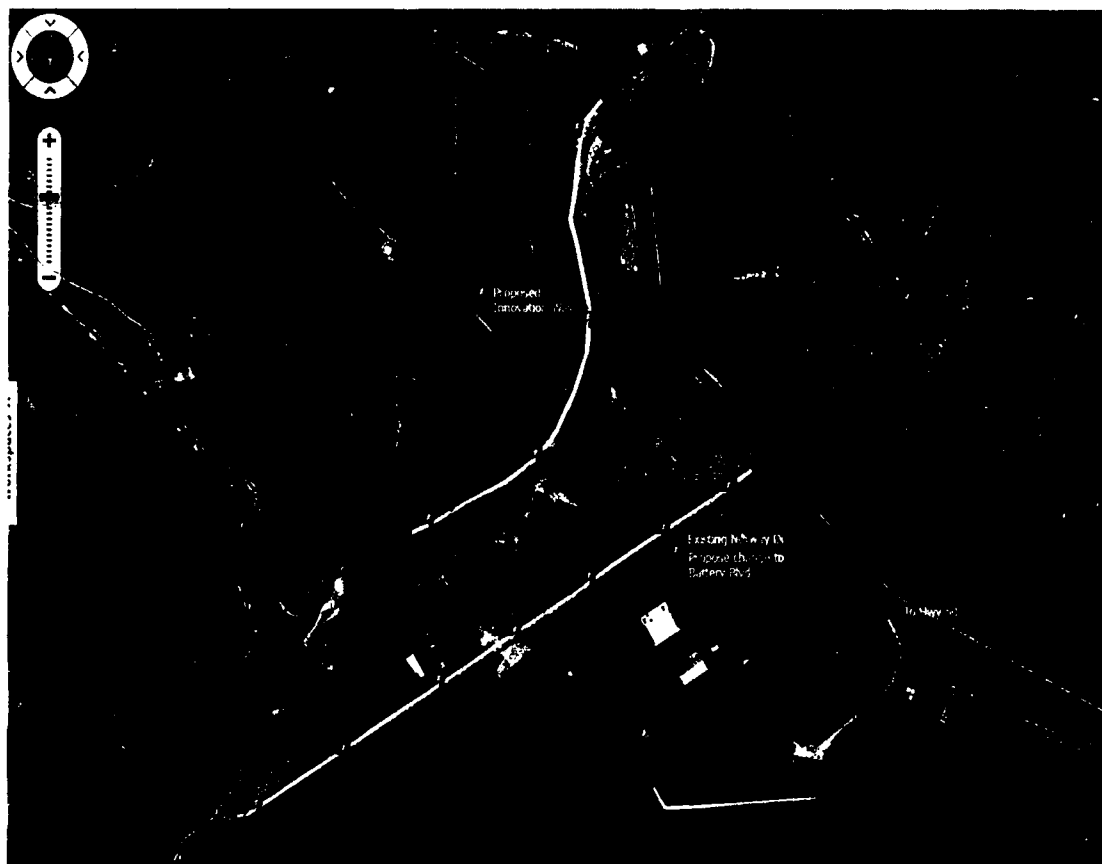
- **Norway Drive:** Currently, the proponent of the change is the only business which is addressed on Norway Drive. The business works with batteries so the proposed name of Battery Boulevard has some significance to what is occurring in the area. The majority of the roadway is still in private ownership, with only a small portion at the intersection of USA Parkway dedicated to the public and maintained by Storey County. Staff has contacted two adjacent property owners that utilize the existing Norway Drive for access, but do not have addresses of Norway Drive, for their comments. NV Energy has no concerns with the name change and Google has not commented at the time this staff report was written.

- **Innovation Way:** Innovation Way is a new street alignment within the Tahoe Reno Industrial Center and is currently under construction with the intent to dedicate this roadway to Storey County. Previously this area was identified as "Electric Avenue" as the street alignment is the continuation of Electric Avenue through the Tesla property and connects to USA Parkway at the south end of TRIC. Electric Avenue through the Tesla property is private property and not expected to become any type of public access, although Tesla may continue to utilize this access for their own use. Having two intersections of Electric Avenue with USA Parkway is a significant concern and Storey County and Nevada Department of Transportation would like to avoid if at all possible. The alignment appears to be close to the "Finland Drive" alignment shown on the original master development maps of TRIC, however, this road name has not yet appeared on anything official (other than the master development maps), so having a different name that meets the theme of the Center is not an impact to any existing features.

It is anticipated that the Innovation Way street name will continue across USA Parkway to development on the east side of USA Parkway. The developer of land in this area has shared a preliminary street layout which, if proposed, has a logical street naming layout to include Innovation Way and the end of Electric Avenue. Staff is proposing to wait until the street layout and development of that area has been decided and address the street naming on the east side of USA Parkway at that time.



*Vicinity Map*



*Location map*

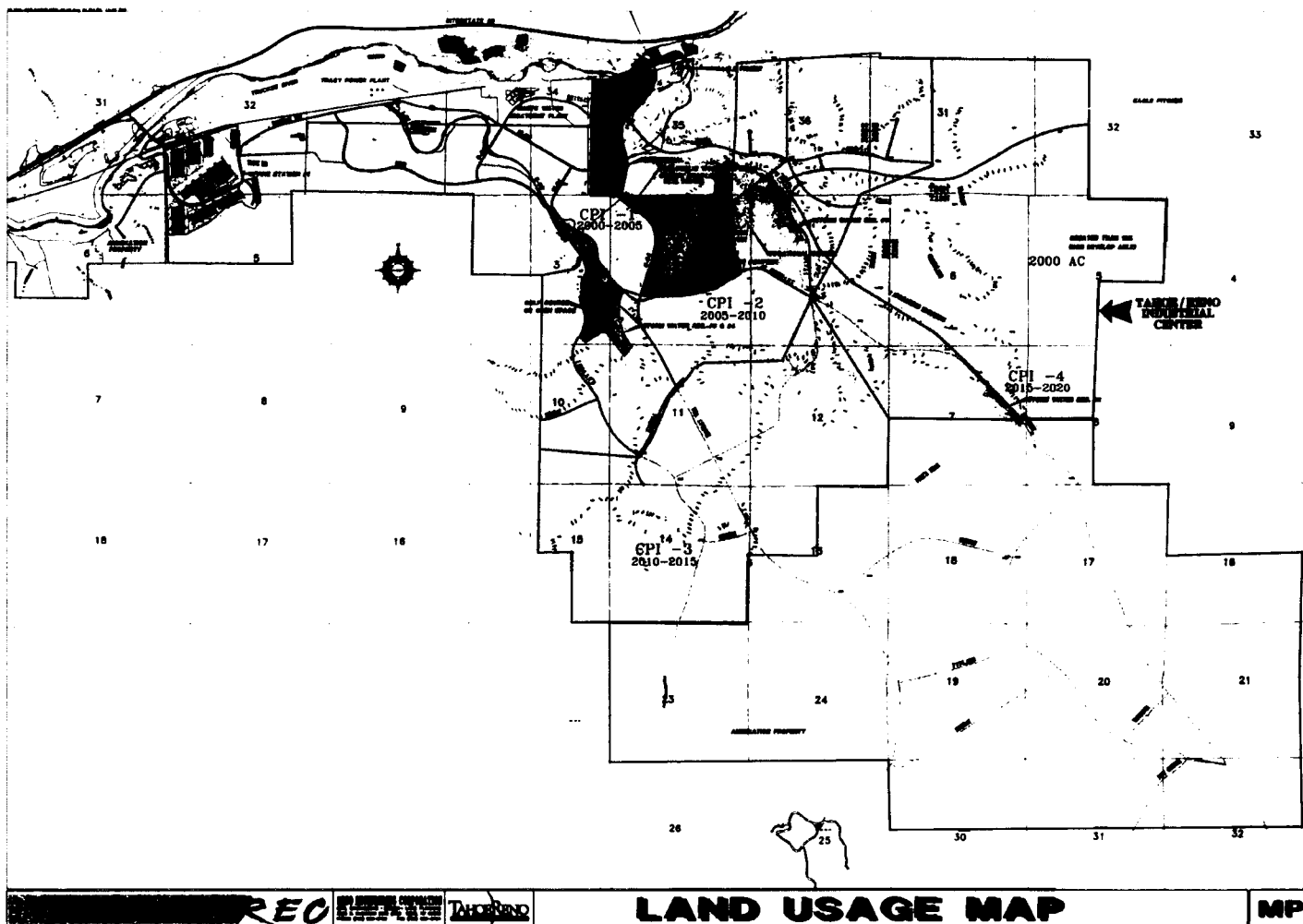


*Norway alignment, proposed Battery Way*



*Innovation Way alignment*

**Recommended Motion:** In accordance with the staff recommendation, I (*commissioner*) move to approve the renaming of Norway Drive to Battery Boulevard and the naming of a new street alignment to Innovation Way. Innovation Way will be located north of Norway Drive (proposed Battery Boulevard) and south of Sydney Drive, intersecting with USA Parkway. Both streets are located within the Tahoe Reno Industrial Center, Storey County, Nevada.





## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of designation of Kathy Canfield, Storey County Planning Manager, to represent Storey County on the Nevada State Land Use Planning Advisory Council (SLUPAC) for the three-year term from January 2023 through December 2025.
- **Recommended motion:** I [commissioner] motion to approve designating Kathy Canfield, Storey County Planning Manager, to represent Storey County on the Nevada State Land Planning Advisory Council for the three-year term from January 2023 through December 2025.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 7758470968

- **Staff Summary:** The Nevada State Land Use Planning Advisory Council consists of one representative from each County in Nevada, along with a representative from the Nevada Indian Commission, to serve as voting members and carry out the duties identified in Nevada Revised Statutes (NRS) 321.700 through 321.770.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

## **Exhibit A**

**NRS 321.700 Creation.** In addition to any other functions assigned to it by law, the Division is hereby designated as the State Land Use Planning Agency for the purpose of carrying out the provisions of NRS 321.640 to 321.770, inclusive, and fulfilling any land use planning requirements arising under federal law.

(Added to NRS by 1973, 817; A 1975, 103; 1977, 1554; 1997, 972)

**NRS 321.710 Administration; technical assistance; personnel.**

1. The Administrator shall administer the activities of the State Land Use Planning Agency. The Administrator has authority and responsibility for the development and distribution of information useful to land use planning.

2. The State Land Use Planning Agency may provide technical assistance to a county or city in areas where such assistance is requested.

3. In addition to the assistant provided by subsection 3 of NRS 321.010 the Administrator may appoint, subject to the availability of money, such professional, technical, administrative, clerical and other persons as the Administrator may require for assistance in performing his or her land use planning duties.

(Added to NRS by 1973, 817; A 1975, 103; 1977, 1037, 1127, 1554; 2017, 650; 2021, 562)

**NRS 321.720 Duties of Administrator concerning local governments.**

1. The Administrator shall develop and make available to cities and counties information useful to land use planning, including:

(a) Preparation and continuing revision of a statewide inventory of the land and natural resources of the State;

(b) Preparation and continuing revision of an inventory of state, local government and private needs and priorities concerning the acquisition and use of federal lands within the State;

(c) Preparation and continuing revision of an inventory of public and private institutional and financial resources available for land use planning and management within the State and of state and local programs and activities which have a land use impact of more than local concern;

(d) Provision, where appropriate, of technical assistance and training programs for state and local agency personnel concerned with the development and implementation of state and local land use programs;

(e) Coordination and exchange of land use planning information and data among state agencies and local governments, with the Federal Government, among the several states and interstate agencies, and with members of the public, including conducting of public hearings, preparation of reports and soliciting of comments on reports concerning information useful to land use planning;

(f) Coordination of planning for state and local acquisition and use of federal lands within the State, except that in the case of a plan which utilizes both federal and private lands the governing body of the area where private lands are to be utilized has final authority to approve the proposal;

(g) Provision of assistance to counties to develop plans, policies and programs to increase the involvement of local governments in the coordinated management of lands in the State of Nevada that are under federal management; and

(h) Consideration of, and consultation with, the relevant states on the interstate aspects of land use issues of more than local concern.

2. To the extent practicable, the Administrator shall:

(a) Compile any information developed pursuant to subsection 1; and

(b) Make the compilation available to cities and counties.

(Added to NRS by 1973, 817; A 1975, 103; 1977, 1554; 1989, 1672; 1997, 1031; 2017, 650; 2021, 563)

**NRS 321.735 Powers and duties concerning federal lands; action by certain cities and counties not precluded.** Repealed. (See chapter 133, Statutes of Nevada 2021, at page 565.)

**NRS 321.7353 Notice of federal acquisition of private land to be provided to affected cities and counties; submission of written comment.**

1. Upon receipt of a notice of realty action from the United States concerning the purchase by the Federal Government of private land or the exchange of public land for private land, the State Land Use Planning Agency shall give written notice of the proposed action to the governing body of each county or city affected within 1 week after its receipt of the notice.

2. The governing body of each affected county or city may, in addition to submission of comments directly to the Federal Government, deliver its written comments on the proposed realty action, including an estimation of any



related reduction in the total assessed valuation of the real property within the jurisdiction of the local government and recommendations for mitigation of the loss of assessed valuation, to the State Land Use Planning Agency within 30 days after receipt of the notice.

3. If the State Land Use Planning Agency elects to submit written comment to the Federal Government upon the realty action, it may include in its submission any comments it received pursuant to subsection 2.

(Added to NRS by 1999, 1376; A 2021, 563)

**NRS 321.7355 Authority to prepare plan or statement of policy concerning lands under federal management.**

1. The State Land Use Planning Agency may prepare, in cooperation with appropriate federal and state agencies and local governments throughout the State, plans or statements of policy concerning the administration of lands in the State of Nevada that are under federal management. The plans or statements of policy must not include matters concerning zoning or the division of land and must be consistent with local plans and regulations concerning the use of private property.

2. The State Land Use Planning Agency shall:

(a) Encourage public comment upon the various matters treated in a proposed plan or statement of policy throughout its preparation and incorporate such comments into the proposed plan or statement of policy as are appropriate;

(b) Submit its work on a plan or statement of policy periodically for review and comment by the Land Use Planning Advisory Council and the Subcommittee on Public Lands of the Joint Interim Standing Committee on Natural Resources; and

(c) Provide written responses to written comments received from a county or city upon the various matters treated in a proposed plan or statement of policy.

3. Whenever the State Land Use Planning Agency prepares plans or statements of policy pursuant to subsection 1 and submits those plans or statements of policy to the Governor, the Legislature, the Subcommittee on Public Lands of the Joint Interim Standing Committee on Natural Resources or an agency of the Federal Government, the State Land Use Planning Agency shall include with each plan or statement of policy the comments and recommendations of:

(a) The Land Use Planning Advisory Council; and

(b) The Subcommittee on Public Lands of the Joint Interim Standing Committee on Natural Resources.

4. A plan or statement of policy must be approved by the governing bodies of the county and cities affected by it before it is put into effect.

(Added to NRS by 1983, 1882; A 1989, 1673; 1995, 643; 1997, 1032, 3251; 2011, 2478; 2013, 1620; 2021, 564, 2526)

**NRS 321.740 Creation; appointment, number, nominations, terms and expenses of members.**

1. The Land Use Planning Advisory Council is hereby created. The Advisory Council consists of:

(a) Eighteen voting members appointed by the Governor, as follows:

(1) One member from each county in this State who represents that county; and

(2) One member who represents the Nevada Indian Commission.

(b) One nonvoting member appointed by the Nevada Association of Counties, or its successor organization.

(c) One nonvoting member appointed by the Nevada League of Cities and Municipalities, or its successor organization.

2. The provisions of subsection 6 of NRS 232A.020 do not apply to members of the Advisory Council who also serve as county commissioners, and the Governor may appoint any such member of the Advisory Council to one other board, commission or similar body.

3. Each board of county commissioners and the Nevada Indian Commission shall, at least 30 days before the beginning of any term of the representative of the county or the Nevada Indian Commission, or within 30 days after the position of that representative becomes vacant, submit to the Governor the name of its nominee or a list of the names of not more than three nominees who are elected officials or other representatives of the county or of the Nevada Indian Commission, as applicable, for the position to be filled. If a board of county commissioners or the Nevada Indian Commission submits the names of two or more nominees, the board or the Nevada Indian Commission, as applicable, shall number its nominees in order of preference. That order of preference is not binding upon the Governor. The Governor shall appoint the person so nominated or, if more than one person is nominated, one of the persons from the list of nominees.

4. If:

(a) A board of county commissioners fails to submit the name of its nominee or a list of nominees within the time required by this subsection or subsection 3, the Governor may appoint to the Advisory Council any resident of that county as the representative of the county.

(b) The Nevada Indian Commission fails to submit the name of its nominee or a list of nominees within the time required by subsection 3, the Governor may appoint any resident of the State who has experience working with tribal governments in this State and who has knowledge of natural resource issues pertaining to tribal lands in this State as the representative of the Nevada Indian Commission.

(c) A board of county commissioners or the Nevada Indian Commission has timely submitted the name of its nominee or a list of nominees pursuant to subsection 3 and the Governor fails to appoint a person so nominated:

(1) If one person has been nominated, that person; or

(2) If two or more persons have been nominated, the person listed by the board or the Nevada Indian Commission, as applicable, first in order of preference,

➡ shall be deemed to be a voting member of the Advisory Council as of the beginning of the new term or, in the case of an appointment to fill a vacancy, the first meeting of the Advisory Council that is held not less than 30 days after the submission of the nomination unless, before that date, the Governor notifies the board or the Nevada Indian Commission, as applicable, in writing that none of its nominees will be appointed to the Advisory Council. Within 30 days after the date of any such notice, the board or the Nevada Indian Commission, as applicable, shall submit to the Governor the name of a new nominee or a list of new nominees.

5. Except as otherwise provided in this subsection, each voting member serves a term of 3 years. If a voting member appointed pursuant to subparagraph (1) of paragraph (a) of subsection 1 is an elected official of the county that he or she represents on the Advisory Council and he or she does not become a candidate for reelection or is defeated for reelection, the board of county commissioners of that county may end the person's membership on the Advisory Council before the expiration of his or her 3-year term. If the board of county commissioners ends the person's membership on the Advisory Council pursuant to this subsection:

(a) That person's membership on the Advisory Council ends on the date on which his or her term of office as an elected official of the county ends; and

(b) A vacancy exists in the membership of the Advisory Council that must be filled for the remainder of the unexpired term pursuant to subsection 3 or 4, as applicable.

6. Any voting member is eligible for reappointment to the Advisory Council.

7. The nonvoting members of the Advisory Council serve at the pleasure of the appointing authority.

8. At its first meeting each year, the Advisory Council shall elect a Chair and Vice Chair from among its voting members.

9. A majority of the voting members of the Advisory Council constitutes a quorum for the transaction of business, and a majority of a quorum present at any meeting is sufficient for any official action taken by the Advisory Council.

10. A board of county commissioners may provide that, while engaged in the business of the Advisory Council, a voting member of the Advisory Council is entitled to receive from the county he or she represents the per diem allowance and travel expenses provided by law for state officers and employees generally.

(Added to NRS by 1973, 819; A 1977, 1191, 1478, 1556; 2013, 342; 2021, 3398)

**NRS 321.750 Duties.** The Land Use Planning Advisory Council shall:

1. Advise the Administrator on the development and distribution to cities and counties of information useful to land use planning.

2. Advise the State Land Use Planning Agency regarding the development of plans and statements of policy pursuant to subsection 1 of NRS 321.7355.

3. Work cooperatively with the Attorney General and the Nevada Association of Counties as required pursuant to subsection 3 of NRS 405.204.

4. Advise any federal or state agency or local government on land use planning and policy, including, without limitation, developing a statement of policy, drafting a resolution or providing formal comment on land use planning policies and land management projects of any federal or state agency or local government.

5. Assist and advise in the resolution of inconsistencies in land use plans, if requested.

6. Make recommendations related to areas of critical environmental concern pursuant to NRS 321.770.

(Added to NRS by 1973, 819; A 1975, 105; 1977, 1556; 1997, 1033; 2015, 2634; 2021, 3399)

**NRS 321.755 Executive Council.**

1. The Executive Council of the Land Use Planning Advisory Council is hereby created to resolve inconsistencies between the land use plans of local government entities.

2. The Executive Council consists of the Administrator and four persons selected by the Land Use Planning Advisory Council from among its members. To the extent practicable, the members selected to serve on the Executive Council must be representative of the various geographic areas of this State. Each member of the Executive Council shall serve for 2-year terms.

(Added to NRS by 1977, 1552; A 1979, 151; 2015, 375)

#### **Resolution of Inconsistencies in Local Plans**

##### **NRS 321.761 Technical assistance; submission of matter to Executive Council.**

1. If an inconsistency in land use plans develops between two or more adjacent or overlapping local government entities which cannot be resolved between them, one or more of them may request the State Land Use Planning Agency to study and assist in resolving the inconsistency.

2. Upon receipt of such a request the Administrator shall convene a meeting of all the affected entities and shall provide technical assistance and advice in resolving the inconsistency.

3. If, after subsequent meetings over a reasonable period of time as determined by the Administrator, the affected entities cannot resolve the inconsistency, the matter shall be submitted to the Executive Council of the Land Use Planning Advisory Council for a decision.

(Added to NRS by 1977, 1552)

##### **NRS 321.763 Duties of State Agency; adoption, enforcement and expiration of plans and regulations.**

1. When an inconsistency in land use plans is submitted for decision, the Executive Council may direct the staff of the State Land Use Planning Agency to conduct studies, assemble information and prepare proposals for alternative courses of action if necessary.

2. The Executive Council shall conduct public hearings in the affected areas before arriving at a decision in the matter.

3. In rendering its decision, the Executive Council may sustain the position of one or more of the local government entities involved or prescribe its own land use plan for the area of inconsistency. The Executive Council may adopt land use regulations to carry out its decision.

4. All land use plans and regulations adopted by the Executive Council pursuant to this section supersede inconsistent plans and regulations of the affected local government entities, but the local government entities are responsible for enforcing the plans and regulations of the Executive Council.

5. In the event of noncompliance with such plans or regulations, any affected local government entity may bring an action to obtain injunctive relief against such noncompliance.

6. The Executive Council, upon petition from all of the affected local government entities or on its own motion, may determine the expiration date of the plans and regulations imposed pursuant to this section.

(Added to NRS by 1977, 1552; A 1979, 152)

#### **Planning for Areas of Critical Environmental Concern**

##### **NRS 321.770 Duties of Administrator and Land Use Planning Advisory Council.**

1. The State Land Use Planning Agency shall provide assistance in land use planning for areas of critical environmental concern:

(a) When the Governor directs that the Agency review and assist in land use planning for an area the Governor finds to be of critical environmental concern.

(b) When one or more local government entities request that the Agency advise and assist in land use planning for an area which affects them and which they consider to be of critical environmental concern.

2. Upon receipt of a directive or a request pursuant to subsection 1, the Administrator shall study the problems of the area described and meet with the affected local government entities to receive their initial comments and recommendations. The Administrator shall then submit the matter of planning for the area of critical environmental concern to the Land Use Planning Advisory Council for consideration and recommendation.

3. The Land Use Planning Advisory Council shall include in its procedures one or more public hearings upon notice given by at least one publication at least 10 days before the hearing in a newspaper or combination of newspapers having general circulation throughout the area affected and each city and county any portion of whose territory lies within such area. The notice shall state with particularity the subject of the hearing.

4. Following completion of the hearings and consideration of other information, the Land Use Planning Advisory Council shall make its final recommendations for land use planning policies in the area of critical environmental concern. The recommendations may include proposed land use regulations to carry out such policies.

5. No land use regulation adopted by the Land Use Planning Advisory Council pursuant to this section may become effective without the approval of the Governor.

(Added to NRS by 1973, 820; A 1975, 105; 1977, 1556; 2015, 375; 2021, 3400)

**List of County Appointed Representatives on Boards and Committees for Calendar Year 2022**

1. Legislative Representative – Clay Mitchell and Austin Osborne with others, including department heads and staff as needed
2. Nevada-NACO – Jay Carmona with Lance Gilman as alternate.
3. Nevadaworks – Lance Gilman with Austin Osborne as alternate
4. Storey County Senior Center Board – Lance Gilman
5. \*Friends of Storey County Senior Center Board – Lance Gilman
6. Storey County Safety Committee – Jeff Holman, Committee Chair
7. Comstock Cemetery Board – Open until MOU ratified.
8. Carson Water Subconservancy District – Jim Hindle with Austin Osborne as alternate
9. State Land Use Planning Advisory Council (SLUPAC) – Kathy Canfield
10. Natural Resources Conservation Services (NRCS/USDA) – Kathy Canfield
11. Washoe-Storey Conservation District – Kathy Canfield
12. Truckee River Flood Management Authority, Technical Advisory Committee – Lance Gilman with Kathy Canfield as alternate
13. Comstock Historic District Commission – Clay Mitchell
14. Nevada Commission for the Reconstruction of the V&T Railway – Clay Mitchell
15. Saint Mary's Art Center – Jay Carmona
16. Historic Fourth Ward School and Museum Board – Jay Carmona
17. Economic Development Authority of Western Nevada (EDAWN) – Austin Osborne
18. Western Nevada Development District (WNDD) (elected official seat) – Clay Mitchell
19. Western Nevada Development District (WNDD), (appointed official seat) – Honey Tapley
20. Northern Nevada Development Authority (NNDA) (elected official seat) – Clay Mitchell
21. Northern Nevada Development Authority (NNDA) (appointed official seat) – Lara Mather
22. Storey County Wildlife Advisory Board – Rob DuFresne, Greg Hess Sr., Greg "Bum" Hess, Casey Kelly, and Rich Bacus.
23. The following will proceed with the second of two-year term on the Virginia City Tourism Commission (VCTC) per their 2020 appointments: Paul Hoyle (hotel representative); Ron Gallagher (at-large representative); Angelo Petrini (business district representative); A. Perry (motel representative); and Jay Carmona (county commission representative).

\*Friends of Storey County Senior Center, a non-profit 501(C)(3), will accompany and provide grant assistance and other support to Storey County Senior Services. The approved appointee may be needed during the development and operational stages of this group.

Note: Before a County Manager position was created in Storey County, the board members would oversee certain departments of the county directly. This oversight may no longer be necessary with a County Manager now overseeing all appointed departments, and, therefore, a board member representative for Public Works is not assigned at this time. Also, the Fire District is overseen by the Fire District Chief, and that appointed Chief is overseen by the Fire District Board. Therefore, the same is represented for the Fire District list.



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 1 min**

**Agenda Item Type: Consent Agenda**

- **Title:** Discussion/Possible Action on following policies:
- a. Policy P207 Adopts County policy regarding Reasonable Alcohol Drug Testing as revised to reflect that it is a Fire District Policy.
- b. Policy P602 Adopts County policy regarding Annual Leave with revision to identify the policy as a Fire District Policy.
- c. Policy P603 Adopts County policy regarding Sick Leave with revisions to identify the policy as a Fire District Policy.
- d. Policy P604 Adopts County policy regarding Catastrophic Sick Leave with revisions to identify the policy as a Fire District Policy.
- e. Policy P605 Adopts County Policy regarding Family Medical Leave Act (FMLA) as revised to identify the policy as a Fire District policy.
- f. Policy P606 Adopts County policy regarding Leave of Absence Without Pay as revised to identify the policy as a Fire District Policy.
- g. Policy P607 Adopts County policy regarding Court Leave with revisions to identify the policy as a Fire District policy.
- h. Policy P608 Adopts County policy regarding Bereavement Leave with revisions to identify the policy as a Fire District Policy and adds a provision that the supervisor approving the leave may request proof of event.
- i. Policy P609 Adopts County policy regarding Military Leave with revisions to identify the policy as a Fire District policy and incorporates new federal revisions.
- j. Policy P610 Adopts County policy regarding Emergency Conditions with revisions to identify the policy as a Fire District policy.
- **Recommended motion:** I (Fire Commissioner) move to approve the newly created Personnel Policies P207 Reasonable Alcohol Drug Testing, P602 Annual Leave, P603 Sick Leave, P604 Catastrophic Sick Leave, P605 Family Medical Leave Act (FMLA), P606 Leave of Absence Without Pay, P607 Court Leave, P608 Bereavement Leave, P609 Military Leave, and P610 Emergency Conditions for the Storey County Fire Protection District.

- **Prepared by:** AGENDA\_SUBMITTER

**Department:**

**Contact Number:** 775-847-0954

- **Staff Summary:** The District has been working under the established personnel policies of Storey County and is now creating policies that remain consistent with the County,

however, also address specific practices that are unique to the fire service and in line with the CBA with Storey County Firefighters Association Local 4227 Collective Bargaining Agreement. The presented policies will be delivered to the BOFC in multiple stages to allow for review and modification by the board if necessary. Personnel Policies and Administrative Policies shall be approved by the board. Standard Operating Policies and Procedures shall be approved by the Fire Chief.

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P603  
EFFECTIVE DATE: 9/20/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Sick Leave**

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- 1. PURPOSE:** To establish a policy for granting sick leave to district employees.
- 2. POLICY:** Sick leave may be granted to an employee for reasons listed under Use of Sick Leave.

**2.1 Accrual and Use of Sick Leave**

**2.1.1 Accrual of Sick Leave**

The employer expects each employee to be available for work on a regular and reliable basis. The employer will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her Sick Leave account.

- a. All eligible regular full-time and part-time (working an average of 20 hours or more per week) employees will accrue Sick Leave at the rate of 0.0577 hours per each regularly scheduled hour worked or on paid status. Sick Leave is not accrued for any other hours.
- b. All eligible regular full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued sick leave time off after 60 days of employment. The eligible employees will be credited with the equivalent of 60 days of earned Sick Leave at the appropriate accrued rate at the end of 60 days of employment. Exceptions to this section in Layoffs and Reinstatement Policy P802 apply. Other exceptions may be made under extenuating circumstances with approval of the Fire Chief and the HR Director.
- c. Sick Leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- d. Sick Leave shall be charged on the basis of actual time used to the nearest one-quarter (1/4) hours.
- e. Unused Sick Leave will be credited to the employee's Sick Leave balance to a maximum accrual of 960 hours. Sick Leave accrual will cease when the employee's total year-end (calendar year) balance reaches 960 hours, until the balance falls below 960 hours.
- f. Holidays occurring during Sick Leave periods shall be counted as Holidays, not Sick Leave.

**2.1.2 Use of Sick Leave**

Sick Leave is for use in situations in which the employee must be absent from work due to:

- a. His/her own physical illness or injury;
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements;
- c. The need to care for an ill or injured dependent child, spouse or domestic partner, parent, or any other legal dependent who is dependent upon the employee for support;



- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday;
- e. Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;
- f. Death of the employee's spouse or domestic partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents; however, the automatic granting of Sick Leave for this situation shall be limited to five working days, which may be extended upon the recommendation of the Fire Chief and approval of the HR Director.

Employees who are absent from work due to Sick Leave shall be at their residence, a medical facility, their doctor's office, or shall notify their supervisor of their whereabouts when using Sick Leave.

### **2.1.3 Abuse of sick leave**

Use of Sick Leave for purposes other than those listed in section 2.1.2 above is considered abuse of Sick Leave. Abuse of Sick Leave is cause for disciplinary action, up to and including termination. If the employer suspects abuse, it may require substantiating evidence which may include, but is not limited to, a certificate from a healthcare provider for any length of sick leave use.

### **2.1.4 Illness during Annual Leave**

If an employee on annual leave suffers an illness or injury which requires medical treatment from a licensed physician or health practitioner, s/he may elect to charge that time to his/her accumulated Sick Leave provided that the employee furnishes the employer with a certificate issued by the licensed physician or health practitioner providing treatment.

### **2.1.5 Placing an employee on Sick Leave**

An employer may place an employee on Sick Leave if s/he has an illness that appears to be contagious, or due to a known or suspected illness or injury the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

### **2.1.6 Return to work**

An employee on Sick Leave shall notify his/her supervisor as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible.

- a. The HR Director or Fire Chief may require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work (fit-for-duty) when an employee has been absent from work for three contiguous work days or longer.
- b. An employee requesting Sick Leave lasting longer than three contiguous work days may be required to provide the supervisor or Fire Chief with acceptable evidence to substantiate the request.

### **2.1.7 Sick Leave alternative**

If an employee does not have adequate accrued Sick Leave time, the employee may be granted the use of Annual Leave or other accrued leave time for this purpose. In no case, however, may Sick Leave time be used or granted for use as Annual Leave or Vacation time.

Employees may donate their accrued Sick Leave to those employees that do not have adequate accrued Sick Leave as provided for in policy P604 governing Catastrophic Sick Leave.

#### **2.1.8 Sick Leave at separation**

Upon separation from employment due to resignation, termination, layoff, retirement, disability, or death, an eligible employee with a total of 360 accrued hours, or more, shall receive a one-time recognition payment based upon the amount of unused Sick Leave remaining in the employee's sick leave account. Compensation for his/her total Sick Leave hours shall be at the following rates up to a maximum amount of \$ 5,000.00.

- a. 5 years but less than 10 years of service shall be paid 12.5 cents on the dollar;
- b. 10 year but less than 15 year of service shall be paid 25.0 cents on the dollar;
- c. 15 years but less than 20 year of service shall be paid 40.0 cents on the dollar
- d. More than 20 years of service shall be paid 50.0 cents on the dollar.

### **2.2 Procedure**

#### **2.2.1 Leave Approval**

An employee shall complete an appropriate leave request form as soon as the need for leave is known. The supervisor or Fire Chief shall determine whether to approve the use of accrued Sick Leave and shall approve such a request whenever it is deemed reasonable.

#### **2.2.2 Notification**

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily, or at appropriate intervals agreed on by the supervisor, of his/her condition. The employer may deny Sick Leave requests which are not in compliance with this policy.

#### **2.2.3 Doctor's Certification**

The employer may require an employee to provide a medical doctor's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work (fit-for-duty). A physician's statement is required when specifically requested by the supervisor or Fire Chief and when the employee has been on Sick Leave for three or more contiguous days.

#### **2.2.4 FMLA Leave**

FMLA leave is not considered Sick Leave. Refer to Policy P605 for all qualified leave under the Family and Medical Leave Act (FMLA).

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P602  
EFFECTIVE DATE: 9/20/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Annual Leave**

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**1. PURPOSE**

To provide policy and procedures regarding annual leave eligibility and usage.

**2. POLICY**

The established annual leave year is the calendar year, January 1<sup>st</sup> through December 31<sup>st</sup> each year.

**2.1 Annual Leave Accrual**

- a. All eligible regular full-time and part-time (working an average of 20 hours or more per week) employees are eligible to take accrued annual leave time off after 6 months of employment. The eligible employees will be credited with an equivalent of 6 months of earned annual leave at the appropriate accrual rate at the end of 6 months of employment. Exceptions to this section in Layoffs and Reinstatement Policy P802 apply. Other exceptions may be made under extenuating circumstances with approval of the Fire Chief.
- b. Regular employees continually scheduled to work an average of 20 hours or more per week will accrue annual leave. Employees do not accrue annual leave for overtime hours worked.
- c. Regular part-time employees will accrue annual leave on a pro-rate basis.
- d. Accrual of annual leave for eligible employees is as follows:

24-hour Employees will be granted vacation benefits as shown in the following table.

Less than 5 years	7.39 hours (8/24 Hr. Shifts)
5 years but less than 10 years	8.31 hours (9/24 Hr. Shifts)
10 years but less than 15 years	9.23 hours (10/24 Hr. Shifts)
15 years but less than 20 years	10.16 hours (11/24 Hr. Shifts)
20 years or more	11.08 hours (12/24 Hr. Shifts)

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 24-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	7.39 hrs. x 26 =	192.14
(5 years)	8.31 hrs. x 26 =	216.06
(10 years)	9.23 hrs. x 26 =	239.98
(15 years)	10.16 hrs. x 26 =	264.16
(20 years)	11.08 hrs. x 26 =	288.08

40-Hour Employees will be granted vacation benefits as follows:

Years of Service	Vacation Earning Rate and Result
Less than 5 years	5 hours
5 years but less than 10 years	6.15 hours
10 years but less than 15 years	7.0 hours
15 years but less than 20 years	8.0 hours
20 years or more	9.0 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status with a major portion of his/her regularly scheduled biweekly hours. The following provides an example of the way vacation is accrued for a 40-hour employee.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.00 hrs. x 26 =	130.00
(5 years)	6.15 hrs. x 26 =	159.90
(10 years)	7.00 hrs. x 26 =	182.00
(15 years)	8.00 hrs. x 26 =	208.00
(20 years)	9.00 hrs. x 26 =	234.00

- e. Annual leave credits are accrued for each pay period the employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Annual leave is not accrued during leaves of absence without pay. No 40-hour employee may accumulate more than 240 hours of annual leave in a calendar year. Employees working a 56-hour work week may accumulate up to 336 hours of annual leave in a calendar year.

## 2.2 Annual Leave Use and Payout

- a. No more than 240 annual leave hours may be taken within any calendar year for 40-hour employees and no more than 336 annual leave hours may be taken within any calendar year for 56-hour employees, subject to staffing requirements. An employee

shall be paid at his/her *regular hourly* rate for each hour of annual leave time taken. Annual leave taken during a biweekly period shall be charged before annual leave earned during that pay period is credited.

- b. Holidays as defined by Policy P601 occurring within the annual leave period will not be counted against annual leave hours. An employee becoming ill while on annual leave shall have leave charged to accrued sick leave upon request and upon presentation of proper documentation.
- c. Annual leave preferences shall be granted in order of seniority. For purposes of this section, seniority is determined by the provisions of Policy P801.
- d. Employees shall request annual leave by providing a minimum of 14 calendar days of notice to the supervisor or Fire Chief. An exception to this 14-day requirement may be granted by the supervisor or Fire Chief after considering the circumstances that warrant such exception and the convenience and conventionality of the department.
- e. If an employee on or before October 15 requests annual leave in-writing and his/her request is denied for any reason at any time, the employee is entitled to payment for any annual leave accrued in excess of 240 hours for 40-hour employees and 336 hours for 56-hour a week employees that s/he requested to take and which s/he would otherwise forfeit as the result of the denial of his/her request. The payment for the employee's unused annual leave is capped at 60 hours per calendar year and must be made to him/her no later than January 31 of the following year. If at any time the denial of this requested annual leave is reversed and the employee is allowed to take the annual leave time off between October 15 and December 31, the employee shall not receive the payment for annual leave in excess of 240 hours for 40-hour employees and 336 hours for 56-hour a week employees described above, or must forfeit payment already made to him/her back to the district by December 31 of that year or at a later date as determined by the Comptroller's Office.

### **2.3 Annual Leave Compensation at and After Termination**

- a. Employees voluntarily separated from employment shall lose all rights for computing prior service upon re-employment by the employer.
- b. Upon termination from employment, the employee shall be compensated at his/her regular rate of pay for the total number of annual leave hours accrued (up to 240 or 336 hours).

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P207**  
**EFFECTIVE DATE: 8/17/21**  
**AUTHORITY: BOFC**  
**FIRE CHIEF: JL**

**SUBJECT: Reasonable Alcohol & Drug Testing**

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**I. Reasonable Suspicion Testing**

1. When a supervisor has reasonable suspicion that an employee may be under the influence of alcohol or drugs, the employee in question will be directed by the Fire Chief or HR Director to submit to drug and/or alcohol testing.
2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. The documentation will be forwarded to the Fire Chief or HR Director to authorize the drug and/or alcohol test of an employee.
3. The Fire Chief or HR Director shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of District policies. The employee will be placed on administrative leave with pay pending results of the test.
4. The employee who is required to submit to reasonable suspicion testing:
  - a) Must sign a consent form. By consenting to testing the employee acknowledges that s/he is waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test.
  - b) Will be immediately provided transportation by the employer to the location of the test.
  - c) Will be advised to refrain from eating or drinking before being tested.
  - d) Will be provided transportation by the employer to his/her home after s/he submits to the test or refuses to be tested.
5. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
  - a) Information provided either by reliable and credible sources or independently corroborated.
  - b) The Fire Captain, Battalion Chief, Fire Chief, or another supervisor/manager receives information from a reliable and credible source as that an employee is violating the District's policy.
  - c) The Fire Captain, Battalion Chief, Fire Chief, or another supervisor/manager directly observes an employee using drugs or alcohol while an employee is on duty.
  - d) Employee admits using drugs, prohibited substances, or alcohol prior to reporting to work or while at work.

- e) Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs or alcohol found on the employee's person or at or near the employee's work area may trigger a request for testing.
- f) Evidence that the employee has tampered with a previous test for drugs, prohibited substances, or alcohol.
- 6. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:
  - a) A pattern of abnormal or erratic behavior.

This includes, but is not limited to, a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.

- b) Presence of physical symptoms of drug and/or alcohol use.

The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.

- c) Violent or threatening behavior.

First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the Fire Chief may request that the employee submit to drug and/or alcohol testing.

Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the Fire Chief will request that the employee undergo drug and/or alcohol testing.

- d) Absenteeism and/or tardiness.

If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

An employee who is required to submit to reasonable suspicion testing will be immediately provided transportation by the employer to the location of the test. The employee will be advised to refrain from eating or drinking before being tested. After the employee submits to the test or if the employee refuses to be tested, the employer will provide transportation for the employee to his/her home.

## **II Post-Accident Testing**

- 1. Each employee involved in an accident will be tested for illegal drugs, prohibited substances and alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:
  - a) Death;
  - b) Medical treatment other than first-aid treatment;

- c) Loss of consciousness; or
  - d) Property damage estimated to be valued at, or in excess of, \$1,500.00 or the vehicle becoming immobilized because of the event, unless determined otherwise by the Fire Chief or HR Director.
2. An employee who is subject to a post-accident test must sign a consent form and remain readily available for testing.. By consenting to testing the employee acknowledges that s/he is waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test.
  3. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal may be treated as a positive test. The employee will be advised to refrain from eating or drinking before being tested. Further, the employee, subject to a post-accident test, must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.

An employee who is required to submit to post-accident training will be immediately provided transportation by the employer to the location of the test.

Upon completion of the test:

- a) If the employee caused or contributed to the accident, or the employer determines there is a risk to return him/her to work, the employee will be provided transportation to his/her home and placed on administrative leave with pay pending the results of this test.
- b) If the employer determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.

If the test comes back positive and the employer needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.

*Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. The test for marijuana must be a blood test.*

4. In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the employer to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.
5. In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the employer to obtain the test results from such officials.

### **III Department Safety-Sensitive Positions**

1. The District may conduct pre-employment testing for drugs and random testing for drugs, prohibited substances, and/or alcohol for positions requiring a CDL license and/or positions identified as department safety-sensitive by the HR Director. Successfully



passing these tests is a condition of future or continued employment. (Also, see policy P206A Vehicle Operators Drug and Alcohol Policy)

2. Department safety-sensitive positions mean employment positions which may, in the normal course of business:
  - a) Require the employee to operate the employer's vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis; and/or
  - b) Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; inspect and make final determinations on life-safety code compliance; or carrying firearms in the performance of job duties.
3. The HR Director shall maintain a list entitled "List of Positions Designated as Department Safety-Sensitive."
4. The HR Director shall meet and consult with the recognized employee organization's representative, where affected employees are represented, before a position is included on this list. The final determination to place a position on the list shall be made by the Fire Chief. The HR Director will maintain a master list of safety-sensitive positions subject to random testing.

**IV Random Testing - (see policy Vehicle Operators Drug and Alcohol Policy # 206A)**

**V Return-to-Work Testing/Follow-Up Testing**

1. If the employer agrees to continue employment for an employee who violates this policy and undergoes rehabilitation for drugs or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the Fire Chief and HR Director. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The Fire Chief and HR Director will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The Fire Chief and HR Director may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.
2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

**VI Consequence of Refusal to Submit to Testing/Adulterated Specimen**

1. An employee who refuses to submit to testing for drugs and/or alcohol, or refuses to sign a consent form, or who consents to a drug or alcohol test but fails to appear timely at the collection site, or who fails to give his/her sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a drug or alcohol test. Such refusal

shall be treated as a positive test and may result in disciplinary action up to and including termination.

2. Submission of an invalid, substituted, or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test and may result in disciplinary action, up to and including termination.
3. A diluted positive test result shall be treated as a positive test and may result in disciplinary action up to and including termination.

## **VII Testing Guidelines**

1. The employer may test for alcohol and illegal substances including but not limited to:
  - Marijuana (THC)\*
  - Cocaine, including crack
  - Opiates, including heroin, codeine and morphine
  - Amphetamines, including methamphetamines
  - Phencyclidine (PCP)

\* NOTE: Tests for marijuana for workers' compensation purposes must be a blood test. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:

- a) 6-Acetylmorphine
- b) MDMA (Ecstasy)

NOTE: (see policy Vehicle Operators Drug and Alcohol Policy # 206A)

2. Where applicable, the employer will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

## **VIII Option for Drugs and Prohibited Substances Retest**

1. No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice.
2. Upon request, the medical review officer (laboratory primary point of contact) will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the State Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
3. The employee will be required to authorize the laboratory to provide the employer with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The result of the confirmatory test is final.

## **IX Requirement for Drug Testing**

An employee who tests negative dilute will be required to immediately retest. The employee will:

1. Be given the minimum possible advance notice of retest,

2. Will be accompanied by a supervisor to the collection site, and
3. Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the employer will not conduct a third test unless directed to do so by the Medical Review Officer.

**X Confidentiality**

All medical and rehabilitation records are confidential medical records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by state and federal law. Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the employer's attorney; the HR Director, an employer representative necessary to respond to an alleged violation of this policy; individuals within the employer who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal in any adverse personnel action.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and HR Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

<b>NUMBER:</b>	<b>P604</b>
<b>EFFECTIVE DATE:</b>	<b>9/20/22</b>
<b>AUTHORITY:</b>	<b>BOFC</b>
<b>FIRE CHIEF:</b>	<b>JL</b>

**SUBJECT: Catastrophic Sick Leave**

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**POLICY:**

Represented and Non-represented District employees are eligible to contribute to and use catastrophic leave as provided for in the Agreement between Storey County Fire Protection District and Storey County Fire Fighters' Association IAFF Local 4227.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

<b>NUMBER:</b>	<b>P606</b>
<b>EFFECTIVE DATE:</b>	<b>9/20/22</b>
<b>AUTHORITY:</b>	<b>BOFC</b>
<b>FIRE CHIEF:</b>	<b>JL</b>

**SUBJECT: Leave of Absence Without Pay**

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**PURPOSE:** To establish a policy for granting leave of absence time to employees.

**POLICY:** The HR Director with the Fire Chief's consent may approve leaves of absence without pay for up to 6 months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the employer's needs, when the work of the district will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the district. Such leave may be extended for an additional period of up to 6 months at the sole discretion of the HR Director with the consent of the Fire Chief. The employer will require the use of all qualifying accrued paid leave prior to granting leave without pay.

**Procedure**

**1. Approval – Less Than 30 Days**

Leaves of absence without pay not exceeding 30 days may be granted by the HR Director with substantiating documentation explaining the reason for and supporting the requested leave.

**2. Approval – More Than 30 Days**

The HR Director may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation explaining the reason for and supporting the requested leave as requested by the employer is provided.

**3. Purpose**

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the HR Director determines that the granting of such leave is in its best interest.

**4. Employer Termination of Leave**

The HR Director with Fire Chief's consent may terminate any leave of absence without pay, except those granted pursuant to federal law, state statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within 5 calendar days or by a later-approved alternate date. In the event the employer terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

**5. Insurance**

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations

**6. Return from Leave**

Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave. An employee who does not return from a leave of absence without pay on the first work day following the end of a leave will be considered to have resigned.

**7. Orientation Period**

If an employee is granted unpaid leave during his/her probationary period, the probationary period will be extended by the number of days of leave taken by the employee during his/her probationary period.

**8. Medical Leaves**

The HR Director may require a physician's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The employer may also require a statement from a health care provider certifying that the employee is fit-for-duty prior to returning to work.

**9. Anniversary Date**

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 15 days during any 12-month period. (See special provisions for Military Leave in policy P609).

**10. Benefit Accrual**

If an employee is on unpaid leave for more than one-half (1/2) of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the employer contribute toward the cost of insurance benefits unless the employee is on FMLA.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P605**  
**EFFECTIVE DATE: 9/20/22**  
**AUTHORITY: BOFC**  
**FIRE CHIEF: JL**

**SUBJECT: Family and Medical Leave (FMLA)**

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**PURPOSE:** To acknowledge the Federal Family Medical Leave Act that was enacted in 1993 to balance the medical and time off demands of the workforce, as well as support the needs of employee' eligible family members.

**Policy:** Public employers are covered under the Family and Medical Leave Act (FMLA) and will comply with the requirements of the FMLA and advise the employees if they meet all the FMLA eligibility requirements. The employer must provide employees *Form WHD-1420 Employee Rights and Responsibilities Under the Family and Medical Leave Act* and are also required to post and keep posted this notice in a conspicuous place, even if no employees are eligible.

**1. Eligibility:**

Employees who have been employed by Storey County Fire Protection District for at least one (1) year and worked at least one thousand two hundred-fifty (1,250) hours during the preceding 12-month period are eligible for FMLA. The District has waived the requirement that employees are employed at a work site where fifty (50) or more employees work for the employer within seventy-five (75) surface miles of that work site. When the 1,250 hours are calculated, the hours an employee was on vacation or on leave, even if that vacation or leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required one (1) year of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven (7) years. There is an exception to the 7-year condition for USERRA-covered military service or written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

**2. Compensation During Leave:** Family and medical leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. An employee on FMLA leave must use all of his/her accrued paid annual leave, sick leave, compensatory time leave, and personal time off as part of the FMLA leave. (See the applicable collective bargaining agreement for alternate provisions which may apply.) When substituting accrued paid leave, the employee must comply with the employer's procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities.

**3. Intermittent or Reduced Schedule Leave:** When medically necessary (as distinguished from voluntary treatments and procedures), or for any qualifying exigency, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the employer. Employees needing intermittent leave or reduced



schedule leave must attempt a reasonable effort to schedule their leave so as not to disrupt the employer's operations. If the leave is foreseeable, the employer may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used. When an employee who was transferred no longer needs intermittent or reduced schedule leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced.

#### **4. Duration of and Reasons for Leave**

Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 5 below). This period is measured backward from the date an employee uses any FMLA leave. A "week" is defined as a calendar week, regardless of the number of days the employee normally works. Twelve (12) calendar weeks does not entitle a part-time employee working three (3) days a week to sixty (60) leave days, but rather twelve (12) weeks. FMLA may be granted for the following reasons:

1. The birth of the employee's child and in order to care for the newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. An employee's serious health condition that prevents the employee from performing one or more of the essential functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses, including time an employee is receiving lost time compensation; or
5. Due to a qualifying exigency arising when an employee's spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

Exigency leave may be taken for:

- Short-term notice deployment (deployment in seven or less calendar days)
- Military events and activities
- Childcare and school activities
- Family support or assistance programs
- Financial and legal arrangements
- Counseling
- Service member's rest and recuperation leave (limited to 15 calendar days for each instance)
- Post-deployment activities
- Parental leave for the spouse, son, daughter, or parent of a military member to care for the military member's parent who is incapable of self-care. The leave may be used for arranging for alternate care, providing care,

admitting or transferring the patient to a care facility, or attending a meeting with facility staff.

- Additional activities arising out of active duty that the employer and employee agree upon.

Covered Active Duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three (3) consecutive full calendar days, combined with at least two (2) visits to a health care provider within thirty (30) days of the first day of incapacity or one (1) visit to a health care provider requiring a regimen of continuing treatment, i.e., prescription medication.

Unpaid FMLA leave will run concurrently with paid vacation, sick, compensatory time, and/or personal leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave may also run concurrently with workers' compensation leave or other benefits.

The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care **will** expire twelve (12) months from the date of the birth or placement. If both an employee and his/her spouse are employed by Storey County Fire Protection District, their combined time off may not exceed twelve (12) weeks during any 12-month period for the birth, adoption, or foster care of a child, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) work weeks within a 12-month period to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of twelve (12) weeks for all FMLA qualifying reasons listed above.

## **5. Military Caregiver Leave**

An eligible employee, as defined in Eligibility Section 1. above, may be granted a total of 26 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends twelve (12) months after that date.

Employees cannot take more than a combined total of twenty-six (26) weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in 4 above. A husband and wife both working for the Storey County Fire Protection District are limited to a combined total of twenty-six (26) weeks of FMLA military caregiver leave.

Covered Servicemember means:

- A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury that:
  1. Was incurred by the covered service member in the line of duty on active duty in the Armed Forces, or
  2. Existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and
  3. May render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- A covered veteran is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable discharge at any time during the five-year period\* prior to the first date the eligible employee takes FMLA leave to care for the covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on a active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

\*The period between 10-28-09 and 3-8-13 is excluded in the determination of the five (5) year period.

6. **Notice of Leave:** An employee intending to take FMLA leave because of an expected birth or placement, a planned medical treatment or medical care, or qualifying exigency shall provide notice for such leave at least thirty (30) days before the leave is to begin. If a requested leave will begin in less than thirty (30) days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not

foreseeable. If an employee gives less than thirty (30) days' notice, the employer may require an explanation.

Within five (5) days (absent extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) the employer acquires knowledge that the leave may be for an FMLA-qualifying reason, the employer will complete Form WH-381 Notice of Eligibility and Rights and Responsibilities. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The employer may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee. Employees cannot waive, nor may the employer induce employees to waive their rights under FMLA.

## **7. Certification of Leave**

A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of Form WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition or Form WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition completed by the health care provider. (Note: Attach the employee's current job description to Form 380-E when it is sent to the employee's health care provider). The Certification of Health Care Provider form must be completed and returned by the employee within 15 calendar days, absent extenuating circumstances.

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 Certification of Qualifying Exigency for Military Family Leave and provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status.

Employees requesting FMLA leave for military caregiver leave are required to complete Form Wh-385 Certification of Serious Injury or Illness of Covered Service Member for Military Family Leave or WH-385-V Certification for Serious Injury or Illness of a Veteran for Military for Military Caregiver Leave within 15-calender days, absent extenuating circumstances. Employees may also submit invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill service member at his/her beside in lieu of forms WH-385 or WH-385-V.

If a certification is incomplete or insufficient, the employee will be given seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the employer are not cured in the resubmitted certification, the employer may deny the taking of FMLA leave. A certification that is not returned to the employer is not considered incomplete or insufficient but constitutes a failure to provide certification.

The employer may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only the County HR Director or District Fire Chief, may contact the health care provider.

If the employer questions the validity of the certification, the employer may require, at its expense, that the employee obtain a second opinion from a health care provider designated by the employer. If the second opinion conflicts with the original opinion, the employer may

require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. This third opinion will be considered final and binding on both parties.

Second and third opinions are not permitted for leave to care for a covered service member when the certification has been completed by a Department of Defense or Department of Veterans Affairs health care provider. However, second and third opinions are permitted when the certification has been completed by other health care providers as provided by law.

Second and third opinions are not allowed on a fitness-for-duty certification.

In instances where the minimum duration of leave anticipated by the original certification is more than 30 days, the employer may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than the minimum duration of the leave requested (e.g., 40 days) or once every six months in connection with an absence.

In situations in which the minimum duration of leave anticipated by the original certification is more than thirty (30) days, the employer may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the employer receives information casting doubt upon the continuing validity of the certification. Recertifications are not permitted for leave to care for a covered service member.

The employer may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

## **8. Designation Notice**

Within five (5) business days (absent extenuating circumstances) of receipt of all required information, the employer will make a determination if employee's request for leave is for an FMLA-qualifying reason. The employer will complete Form WH-382 Designation Notice indicating if leave is approved or not and provide to employee.

If the employer cannot make a determination from the information provided, they will use this form to:

- Indicate the information presented is incomplete or insufficient and provide the employee seven (7) calendar days to provide complete information.
- Provide notice to an employee if a second or third medical certification is required.

Employer may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

## **9. Benefits Coverage During Leave**

During a period of FMLA leave, an employee will be retained on the employer's health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the FMLA leave, the employee will be required to reimburse the employer for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the

employee's control. The definition of "beyond the employee's control" includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA qualifying event; or the spouse's unexpected worksite relocation of more than seventy-five (75) miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any cost of living increase granted to all employees during the FMLA leave period.

**Outside Employment:** An employee is prohibited from engaging in outside employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave, e.g., an employee is on FMLA leave due to a back injury and works a job requiring heavy lifting. All other requirements of the employers outside employment policy apply.

**Periodic Reporting:** Any employee on FMLA leave must notify the employer periodically of his/her status and intention to return to work. The employer has the authority to determine how often the employee must provide this notification.

**Change in Duration of Leave:** If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, s/he must notify the supervisor within two business days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for service member, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the employer. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12-week period (or or 26-week period for caregiver leave) will not be considered as FMLA. Rather, such time, if approved by the employer, will be characterized as either paid or unpaid leave, thereby ending the employer's reinstatement obligations included in Section 11 (Return from Leave). (See the applicable collective bargaining agreement for alternate provisions which may apply).

10. **Restoration to Employment:** Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The employer cannot guarantee that an employee will be returned to his/her original job. The employer will determine whether a position is an "equivalent position."
11. **Return from Leave:** Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The employer cannot guarantee that an employee will be returned to his/her original position. The employer will determine whether a position

is an “equivalent position” as defined by FMLA. Employee’s right to restoration, however, cease at the end of the applicable 12-month FMLA leave year.

Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee’s ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee’s own serious health condition. Employees required to present a fitness-for-duty certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic injury to the operations of Storey County Fire District and the employee was given written notice, they were considered a key employee at the time they gave notice of FMLA leave or when the leave commenced.

- 12. Failure to Return from Leave:** Failure of an employee to return to work upon the expiration of a FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the employer has granted an additional (paid or unpaid) extension. (Note: Refer to employer’s other leave policies). Nothing in this policy limits employer’s obligations of reasonable accommodation under the Americans with Disabilities Act, as amended

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P607  
EFFECTIVE DATE: 9/20/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Court Leave**

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**PURPOSE: To establish guidelines for Court Leave.**

**POLICY:** The district will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

**A. Compensation**

Subject to the following conditions, eligible employees shall receive their regular rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. Casual, seasonal, and temporary employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the employer upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the employer has reimbursed the employee for such expenses or such expenses were paid by the employer.
3. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the employer. However, the employee may choose to use his/her annual leave.

**B. Late Start/Early Release**

An employee who serving as a witness and is not required to report to court until the middle of his/her scheduled work day or who is released from court/jury duty before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.



Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service lasts four hours or more, including time going and returning from court, the employee will not be required to work between 5:00 p.m. of the day of jury duty and 3:00 a.m. the following day per NRS 6.190.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P608  
EFFECTIVE DATE: 9/20/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Bereavement Leave**

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**PURPOSE:** To establish guidelines for Bereavement Leave

**POLICY:**

A full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of 3 days of bereavement leave per each occurrence consecutively. Bereavement leave longer than 3 days may be charged to accumulated sick leave, up to a maximum of 2 additional days, with the advance approval of the employer. Employees who are not regular full-time or part-time employees may take up to 5 days of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral for any use of bereavement leave.

Casual, seasonal, temporary employees are not eligible for paid bereavement leave.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P609**  
**EFFECTIVE DATE: 9/20/22**  
**AUTHORITY: BOFC**  
**FIRE CHIEF: JL**

**SUBJECT: Military Leave**

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**PURPOSE:** To comply with Federal and State Law for employees on military leave.

**POLICY:** Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et. seq. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or nations emergency. The Army National Guard and Air National Guard are also covered.

**A. Notice and Notification**

1. The employer must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the employer customarily places notices for employees.
2. The employer may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

**B. Salary and Benefits**

**1. Leave Without Pay**

- a. The employer will treat the employee the same as any other employee on leave without pay.
- b. The employee is entitled to fifteen (15) working days of Military Leave with pay in one calendar year (NRS 281.145).
- c. The employee who regularly works weekends is entitled to twenty-four (24) working days of Military Leave with pay in one calendar year (NRS 281.145)
- d. The employer is not required to pay the employee's salary after applicable Military Leave has been exhausted.
- e. The employee may choose to use annual leave, compensatory time, and any other qualifying leave if any, before going on leave without pay.

**2. Health Insurance**

There is no impact to the employee's insurance coverage, including life insurance inclusive of the health insurance package if the service is less than 30 days. During the 30-day time period, the employer and employee premium payments or obligations, if any, remain unchanged. If the service is for more than 30 days, and the employee is in leave without pay status, the employee may then continue coverage similar to that required by the

Consolidated Omnibus Budget Reconciliation Act (COBRA) for either twenty-four (24) months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see *Reemployment, Section C* below). The employer must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods

### **3. Seniority**

An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an probationary period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of probation upon reemployment. The employer must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the employer must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The employer is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and for merit pay increases.

### **4. Retirement**

Employees who participate in Nevada Public employees Retirement System (NVPERS) will be placed in a non-active status while on leave without pay (LWOP), since the employer does not pay into NVPERS while the employees is on LWOP.

### **5. Other Leave**

The employer must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

## **C. Reemployment**

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed. The employee's report-to-work obligations are:
  - a. Service of one to thirty (30) days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
  - b. Service of thirty-one (31) to one hundred eighty (180) days: Application for reinstatement must be submitted not later than fourteen (14) days after completion of military duty.

- c. Service of one hundred eighty-one (181) or more days: Application for reinstatement must be submitted not later than ninety (90) days after completion of military duty.
2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the employer must make reasonable accommodations for the impairment.
3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same employer. Time spent in National Guard and reservist training does not count towards the five-year period.

#### **D. Discharge**

If time served is greater than thirty (30) days, but less than one hundred eighty-one (181) days, an employee may not be discharged within one hundred eighty (180) days of reemployment, except for just cause. If time served is greater than one hundred eighty (180) days, an employee may not be discharged for one year, except for just cause.

#### **E. Participation in Training, Active Service or Duty, or Other Required Meetings**

As provided in NRS 412.139, **employer** may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member: assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

References: *NRS 281.145 Leave of absence for military duty; compensation*

*NRS 284.359 Military leave of absence; reinstatement*

*NRS 412.139 Unlawful termination*

*U.S.C. Title 38 Part III, Chapter 43 EMPLOYMENT AND REEMPLOYMENT RIGHTS OF MEMBERS OF THE UNIFORMED SERVICES*

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*

**STOREY COUNTY FIRE DISTRICT  
POLICIES AND PROCEDURES**

**NUMBER: P610  
EFFECTIVE DATE: 9/20/22  
AUTHORITY: BOFC  
FIRE CHIEF: JL**

**SUBJECT: Emergency Conditions/Disaster Leave**

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**PURPOSE:** To establish a policy for administrative employees leave time in the event of emergency conditions, including but not limited to dangerous weather or road conditions, natural disaster and power outages.

**POLICY:**

**B. Emergency Road Conditions**

1. Any employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using accrued annual leave
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, s/he may use annual leave time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made by the employer on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

**C. Emergency Closure Due to Weather Conditions**

1. In the event the Fire Chief closes administrative offices, or a portion thereof, due to weather or related conditions, employees who are unable to report to work due to such official closure will be paid for the day's work at their regular rate of pay.
- 2.

**D. Emergency or Disaster Area Declaration**

1. "Emergency Declaration" is defined as a declaration made by the Board of Fire Commissioners in response to an emergency.

2. "Emergency" means any man-made or natural event or circumstance causing or threatening loss of life, injury to person or property, human suffering or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety, and welfare. Such events include, but are not limited to fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills of oil or other hazardous substances, disease, blight, infestation, disruption of utility or transportation service, civil disturbance, riot, sabotage and war. An emergency can exist without an official declaration of a state of emergency.
3. "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory leave time as compensation for scheduled time not worked.
4. In the event the district or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the Storey County Fire Board, employees who are unable to report to work due to such official closure will be paid up to 5 work day per incident at their regular rate of pay.
5. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the employer's operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.
6. As directed by the Emergency Manager and Comptroller, exempt employees who report to work during an emergency declaration, wherein FEMA is responsible for reimbursing salary costs, shall account for all hours worked. Exempt employees will be eligible for overtime at the employee's regular rate of pay for time worked over 40 in one week. The only time exempt employees are eligible for overtime pay is during such a disaster, and the overtime pay shall not affect their designation as exempt.

*RESPONSIBILITY FOR REVIEW: The Fire Chief and Human Resources Director will review this policy every 5 years or sooner as necessary.*



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 10 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** Consideration and possible approval of a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.
- **Recommended motion:** I (Fire Commissioner) move to approve a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.
- **Prepared by:** AGENDA\_SUBMITTER

**Department:**

**Contact Number:** 775-847-0954

- **Staff Summary:** This agreement has been drafted after negotiations with the District and the County to define the collection, division, and distribution of fees collected for business licenses, permits, and plans review.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STOREY COUNTY  
AND  
STOREY COUNTY FIRE PROTECTION DISTRICT

This Memorandum of Understanding (MOU) between Storey County (hereinafter County) and Storey County Fire Protection District (hereinafter SCFPD) is for the collection and distribution of fees collected by the County for business license application fees, business license renewal fees, and fire plans review fees and building permits where the County Building Department issues the building permit. County and SCFPD are at times collectively referred to as the "Parties."

WHEREAS Nevada Revised Statute 277.180 allows a public agency to contract with other public agencies to provides services; and,

Whereas, the SCFPD performs inspections and plan reviews for which it is entitled to payment on its own behalf but does not currently have the capacity to impose or collect those fees; and

Whereas the County Building Department currently has the capacity to bill for and collect revenues belonging to the Fire District and transfer them to the Fire District.

WHEREAS, both Parties desire to enter into an MOU to define the division of fees and provide for the collection of these fees by the County and to be transferred to SCFPD.

NOW THEREFORE, in consideration of the promises and mutual covenants provided herein, it is mutually agreed by and between the Parties as follows:

1. **PURPOSE.** This MOU sets forth the guidelines under which County will collect fees from a variety of sources, then provide for the division of the revenues received between the County and the SCFPD and identify the process for delivering SCFPD's share of the revenues to the SCFPD.
2. **BUSINESS LICENSE APPLICATION FEES.** The County agrees to process all business license applications, collect the associated fees, and split the Storey County business license application fee of one hundred dollars (\$100) equally between the County and SCFPD and to be retroactive to July 1<sup>st</sup> of 2022. This does not apply to or otherwise impact funding dedicated under Storey County Resolution 13-384, or other applicable previously adopted resolution, for the Virginia City Tourism Commission.
3. **BUSINESS LICENSE RENEWAL FEES.** The County agrees to transfer thirty three percent (33%) of all fees received for renewals of business licenses to SCFPD, and to be retroactive to July 1<sup>st</sup> of 2022. This does not apply to or otherwise impact funding dedicated

under Storey County Resolution 13-384, or other applicable previously adopted resolution, for the Virginia City Tourism Commission.

4. **FIRE PLANS REVIEW FEES.** The County agrees to collect and deposit to SCFPD all fire plans review fees collected by the County until the District has established a means to issue permits and can collect their own fire permit and fire plans review fees.
5. **BUILDING PERMIT FEES.** The County agrees to deposit thirty three percent (33%) of the Building Permit fees received by the County to SCFPD where both fire and building plans review is required. The County will also collect the associated Fire Plans review fee for the SCFPD where they issue the permit which contains fire plans review. Storey County shall maintain one hundred (100) percent of permit fees for plan reviews that do not require SCFPD fire review.
6. **DEPOSIT OF FUNDS.** At a minimum, the County shall deposit funds collected for SCFPD immediately upon receipt of payment, or at a minimum, quarterly until adequate software provides for immediate deposit. SCFPD shall accept any reasonable payments that may occur more frequently than quarterly. SCFPD will not collect any fees for the building department and will retain all monies collected for Fire Permits and Fire Plan reviews conducted by SCFPD.
7. **TERM OF MOU.** The parties mutually agree that the term of this MOU is two (2) years from the date of approval by the Board of County Commissioners and the Board of Fire Commissioners. If neither party takes action to terminate this MOU it will continue to automatically renew itself for two (2) year terms at the end of the previous term. This MOU may be terminated by the mutual consent and agreement of the parties. Either party may terminate this MOU without cause on 30 days written notice to the other party. Each party agrees to comply with this MOU until the date of termination. If a party is in breach of a portion of this MOU, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing the 30 days for the party in breach to correct the violation. If the breach is not corrected within the 30-day period, the parties may enforce any rights or remedies provided by law or equity,

**IN WITNESS THEREOF, the parties have executed this Agreement on the day and year written below.**

**Dated this 20<sup>th</sup> day of September 2022**

**Dated this 20<sup>th</sup> day of September 2022**

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**Jay Carmona**  
**Chairman**  
**Storey County**  
**Board of County Commissioners**

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**Jay Carmona**  
**Chairman**  
**Storey County Fire Protection District**  
**Board of Fire Commissioners**

**Attest:**

**Attest:**

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**Clerk**

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**Clerk**



## Storey County Board of County Commissioners Agenda Action Report

**Meeting date:** 9/20/2022 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 10 min

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval to authorize the Fire Chief to enter into an agreement with Tectonics Design Group for approximately \$30,000 for architectural design with conceptual plans to facilitate the planning and future construction of Fire Station 71 in Virginia City.
- **Recommended motion:** I (Fire Commissioner) move to approve and authorize the Fire Chief to enter an agreement with Tectonics Design Group for approximately \$30,000 for architectural design with conceptual plans to facilitate the planning and construction of Fire Station 71 in Virginia City.
- **Prepared by:** AGENDA\_SUBMITTER

**Department:**

**Contact Number:** 775-847-0954

- **Staff Summary:** Consistent with the Storey County Fire Protection District Capital Improvement plan, fire station 71 in Virginia City is in need of replacement and plans are currently being developed to move forward. The first steps required prior to any preliminary drawings is a complete survey of the property as well as adjacent properties and title research. These are the elements that compose an Alta survey that will be required for this project. As well as a survey, geotechnical work will need to be conducted to verify soil conditions prior to construction and through the grading and backfill of the construction. This request for \$30,000 will cover the architectural design and conceptual planning.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.
- **Recommended motion:** I (county commissioner) move to approve a memorandum of understanding between Storey County and Storey County Fire Protection District for the division, collection, and distribution of fees associated with building permits, fire permits, plans review, and business licenses.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 7758470968

- **Staff Summary:** This agreement has been drafted after negotiations with the District and the County to define the collection, division, and distribution of fees collected for business licenses, permits, and plans review.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Pending
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

STOREY COUNTY

AND

STOREY COUNTY FIRE PROTECTION DISTRICT

This Memorandum of Understanding (MOU) between Storey County (hereinafter County) and Storey County Fire Protection District (hereinafter SCFPD) is for the collection and distribution of fees collected by the County for business license application fees, business license renewal fees, and fire plans review fees and building permits where the County Building Department issues the building permit. County and SCFPD are at times collectively referred to as the "Parties."

WHEREAS Nevada Revised Statute 277.180 allows a public agency to contract with other public agencies to provides services; and,

Whereas, the SCFPD performs inspections and plan reviews for which it is entitled to payment on its own behalf but does not currently have the capacity to impose or collect those fees; and

Whereas the County Building Department currently has the capacity to bill for and collect revenues belonging to the Fire District and transfer them to the Fire District.

WHEREAS, both Parties desire to enter into an MOU to define the division of fees and provide for the collection of these fees by the County and to be transferred to SCFPD.

NOW THEREFORE, in consideration of the promises and mutual covenants provided herein, it is mutually agreed by and between the Parties as follows:

1. **PURPOSE.** This MOU sets forth the guidelines under which County will collect fees from a variety of sources, then provide for the division of the revenues received between the County and the SCFPD and identify the process for delivering SCFPD's share of the revenues to the SCFPD.
2. **BUSINESS LICENSE APPLICATION FEES.** The County agrees to process all business license applications, collect the associated fees, and split the Storey County business license application fee of one hundred dollars (\$100) equally between the County and SCFPD and to be retroactive to July 1<sup>st</sup> of 2022. This does not apply to or otherwise impact funding dedicated under Storey County Resolution 13-384, or other applicable previously adopted resolution, for the Virginia City Tourism Commission.
3. **BUSINESS LICENSE RENEWAL FEES.** The County agrees to transfer thirty three percent (33%) of all fees received for renewals of business licenses to SCFPD, and to be retroactive to July 1<sup>st</sup> of 2022. This does not apply to or otherwise impact funding dedicated under Storey County Resolution 13-384, or other applicable previously adopted resolution, for the Virginia City Tourism Commission.
4. **FIRE PLANS REVIEW FEES.** The County agrees to collect and deposit to SCFPD all fire plans review fees collected by the County until the District has established a

means to issue permits and can collect their own fire permit and fire plans review fees.

5. **BUILDING PERMIT FEES.** The County agrees to deposit thirty three percent (33%) of the Building Permit fees received by the County to SCFPD where both fire and building plans review is required. The County will also collect the associated Fire Plans review fee for the SCFPD where they issue the permit which contains fire plans review. Storey County shall maintain one hundred (100) percent of permit fees for plan reviews that do not require SCFPD fire review.
6. **DEPOSIT OF FUNDS.** At a minimum, the County shall deposit funds collected for SCFPD immediately upon receipt of payment, or at a minimum, quarterly until adequate software provides for immediate deposit. SCFPD shall accept any reasonable payments that may occur more frequently than quarterly. SCFPD will not collect any fees for the building department and will retain all monies collected for Fire Permits and Fire Plan reviews conducted by SCFPD.
7. **TERM OF MOU.** The parties mutually agree that the term of this MOU is two (2) years from the date of approval by the Board of County Commissioners and the Board of Fire Commissioners. If neither party takes action to terminate this MOU it will continue to automatically renew itself for two (2) year terms at the end of the previous term. This MOU may be terminated by the mutual consent and agreement of the parties. Either party may terminate this MOU without cause on 30 days written notice to the other party. Each party agrees to comply with this MOU until the date of termination. If a party is in breach of a portion of this MOU, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing the 30 days for the party in breach to correct the violation. If the breach is not corrected within the 30-day period, the parties may enforce any rights or remedies provided by law or equity,

**IN WITNESS THEREOF, the parties have executed this Agreement on the day and year written below.**

**Dated this 20<sup>th</sup> day of September 2022**

**Dated this 20<sup>th</sup> day of September**

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**Jay Carmona  
Chairman  
Storey County  
Board of County Commissioners**

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**Jay Carmona  
Chairman  
Storey County Fire Protection District  
Board of Fire Commissioners**

**Attest:**

**Attest:**

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**Clerk**

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**Clerk**





## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of bid for the Storey County Water Storage Tank Maintenance Contract and possible award of contract to Resource Development Company for an amount of \$1,107,969.00 over ten years.
- **Recommended motion:** I, [commissioner], move to approve the bid for the Storey County Water Storage Tank Maintenance Contract and award the contract to Resource Development Company for an amount of \$1,107,969.00 over a ten year period.
- **Prepared by:** Mike Northan

**Department:**                      **Contact Number:** 7753356991

- **Staff Summary:** See attached staff report
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$1,107,969.00
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

**Storey County Water Storage Tank Maintenance Contract**

**Committee Findings and Recommendations**

**September 8, 2022**

**To: Storey County Board of Commissioners**

**Re: Submitted bids for the Storey County Water Storage Tank Maintenance Contract**

The Storey County Water Advisory Committee has reviewed the submitted bids for the above referenced maintenance contract. The bids are attached herewith.

Of the two bids submitted, one was found to be non-responsive as it did not contain a 5% bid bond as required in the bid documents per NRS 332.105.

The bid amounts are as follows:

Suez/Veolia: \$1,051,344.00 total amount over ten years.

Resource Development Company: \$1,107,969.00 total amount over ten years.

It is the recommendation of the committee that the maintenance contract be awarded to Resource Development Company.

**Committee members**

Jennifer McCain	Comptroller's Office
Blake Hiller	Water operations
Brandie Lopez	Commissioners' office
Pete Renaud	Community Development

**00 01 01 – TITLE SHEET**

# **Storey County Water Storage Tank Maintenance Contract**

**July 1 2022**

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## **00 01 12 – SUMMARY**

### **PART 1- GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Summary,
- B. Maintenance Scope of Work
- C. Rehabilitation Scope of Work
- D. Tank Inventory
- E. Work Schedule

#### **1.2 SUMMARY**

### **OBJECTIVE**

This effort should result in:

- a. Establishment of a perpetual contract, renewable at ten-year intervals, for the maintenance and rehabilitation of five existing water storage tanks in and around Virginia City NV. Scope of work includes regular, yearly maintenance (as defined in the Maintenance Scope of Work) of all five tanks (as identified in the Tank Inventory) as well as rehabilitation of various tanks (as specified in the Work Schedule).
- b. Predictable and knowable costs year over year for budgeting.
- c. Tanks are kept in a state of compliance with GASB 34 such that no depreciation is taken on the tanks.
- d. Tanks are kept in a condition that provides safe and reliable water supply to the Virginia City Water System users.

#### **1.3 PROJECT INFORMATION**

- A. Project Identification: "Water Storage Tank Maintenance Contract of 2022"
- B. Project Location: Five tank sites in and around Virginia City Nevada.
- C. Owner: Storey County
- D. Owner consultants: Farr West Engineering, Storey County Water Advisory Committee
- E. Project Coordinator: Jason Wierzbicki – Director of Public Works



## STOREY COUNTY PUBLIC WORKS

100 Toll Road

P.O. Box 435 Virginia City, Nevada 89440

Phone (775) 847-0958 Fax (775) 847-0947

[mnorthan@storeycounty.org](mailto:mnorthan@storeycounty.org)

00 11 14

### INVITATION TO BID

Storey County Water Storage Tank Maintenance Contract  
22-04

To Whom It May Concern:

Storey County will be accepting sealed bids for the above referenced project " Storey County Water Storage Tank Maintenance Contract". **Bids must be received by no later than September 1, 2022 at 2:00 PM (14:00 hours) local time.** Bids received after this date and/or time will not be accepted and will be returned unopened to the sender. Bids must be clearly marked on the outside envelope. Electronically transmitted bids will not be accepted. Storey County reserves the right to reject any bid or to accept the bid which is deemed to be in the best interest of the county. Bids will be opened and read aloud at 2:10 PM (14:10 hours).

Project Location: Various sites in and around Virginia City NV

Project Description: Establishment of a perpetual contract, renewable at ten-year intervals for the maintenance and rehabilitation of five existing water storage tanks in Virginia City. Work includes regular yearly maintenance and scheduled rehabilitation of each tank. Tanks to be kept in compliance with GASB 34, NSF, AWWA, and other relevant standards

Interested parties should contact Storey County Director of Public Works to register and receive a bid packet. Bid packet will contain all plans, documents, and forms required for submission of bids.

All interested parties must be qualified to bid on this project pursuant to NRS 338.1379 or NRS 338.1382.

Storey County Project Coordinator  
Mike Northan  
[mnorthan@storeycounty.org](mailto:mnorthan@storeycounty.org)  
(775) 335 6991

## **00 11 15 – Qualifications of Bidders**

### **PART 1 – General**

Prospective bidders must have the following:

- a. Nevada Contractor's License
- b. Storey County Business License
- c. Minimum 10 years of experience in the construction, maintenance, and rehabilitation of water storage tanks in public water systems.
- d. SSPC QP1 and QP2 certifications.
- e. NACE certification.
- f. Manufacturer's certifications for the proposed coatings systems.
- g. Compliance with NRS 338.1382.

## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **PART 1 - GENERAL**

#### **1.1 PROCEDURE**

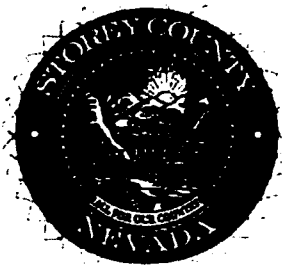
Tanks shall be maintained as defined in the Maintenance Scope of Work. Costs per tank per year shall be defined in a ten-year billing schedule.

Tanks shall be rehabilitated at intervals defined in the Work Schedule. Rehabilitation work shall be as defined in the Rehabilitation Scope of Work. Costs for tank rehabilitation shall be distributed over a five-year period with no interest and applied to each tank. The distribution period may be prior to, or after the rehabilitation work. Costs for maintenance and rehabilitation shall be separately listed on the bid form.

#### **1.2 SUBMITTALS**

Bids for the contract shall conform to the project specifications. Bids shall be submitted in a matrix breakdown on the supplied Bid Form that lists each storage tank cross correlated with each year from 2022 to 2032 that shows the maintenance cost and rehabilitation cost for each tank in each of the included years. A distinction shall be made between Rehabilitation costs and Maintenance Costs.





## STOREY COUNTY PUBLIC WORKS

100 Toll Road

P.O. Box 435 Virginia City, Nevada 89440

Phone (775) 847-0958 Fax (775) 847-0947

*mnorthan@storeycounty.org*

### 00 21 14 - BID FORM

#### Article I

Project name: Storey County Tank Maintenance Contract

Property Owner: Storey County

Project Owner: Storey County

Bid Opening Date: September 1, 2022

Bid Opening Time: 2:00 PM PST (14:00 hours)

Place: Storey County Courthouse  
26 South B Street  
Virginia City NV 89440  
Slammer Museum Conference Room

Deliver Bids To: Storey County Clerk's Office  
26 South B Street  
Virginia City NV 89440  
Second floor

BIDDER NAME AND ADDRESS Farr Construction dba. Resource Development Company  
1050 Linda Way, Sparks, NV 89431

TELEPHONE (775)356-8004

STATE OF INCORPORATION Nevada  
(If applicable)

NAMES OF PARTNERS  
(If applicable)

BID SURETY  
(5% of total)

Circle one:

BID BOND

CASH CERTIFIED CHECK CASHIERS CHECK



## STOREY COUNTY PUBLIC WORKS

100 Toll Road

P.O. Box 435 Virginia City, Nevada 89440

Phone (775) 847-0958 Fax (775) 847-0947

*mnorthan@storeycounty.org*

### ADDENDA RECEIPT

(List all received, if any)

### Article II

In compliance with the notice inviting sealed bids, and in accordance with the bidding documents, the undersigned bidder, being duly licensed to perform such work by the Nevada State Contractor's Board, and being thoroughly familiar with all local conditions affecting the cost of the project, having carefully examined the site and bidding documents, proposes to provide and to furnish for the costs set forth in the following bid schedule, all labor and material, tools, utilities, transportation, equipment and services required to perform and to complete in a workmanlike manner all the work from the date of the notice to proceed within the established construction time, subject to liquidated damages for excess working time as established in the construction contract.

### Article III

Provide bid amounts in the attached bid matrix, specifying separate costs for maintenance and rehabilitation for each tank for each year.

### Article IV

Each bidder must list on this bid form the name of each subcontractor who will provide labor or a portion of the work or improvement for the bidder for which the subcontractor will be paid an amount exceeding 5% of the bidder's total bid. The prime contractor shall also list any portion of the work exceeding 5% of the prime contractor's total bid that the prime contractor intends to self-perform.

<u>Description of Work</u>	<u>Subcontractor</u>	<u>License</u>
Maintenance and Rehabilitation	Farr Construction dba Resource Development Company	0075026

00 21 14 - Bid Form Matrix

Work Type	2022/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
5 Mile Tank								
Maintenance	13,000	13,910		15,857	16,967	18,155	19,426	20,786
Rehabilitation			200,000					
Divide Tank								
Maintenance	13,000	13,910	14,844	15,926	17,040	18,233	19,509	20,875
Rehabilitation								
Silver Tank								
Maintenance	13,000	13,910	14,884	15,926		18,155	19,426	20,786
Rehabilitation					110,000			
Bullion Tank								
Maintenance	13,000	13,910	14,884	15,926	17,040	18,233	19,509	20,875
Rehabilitation								
North Tank								
Maintenance		17,000	14,000	14,980	16,029	17,151	18,351	19,636
Rehabilitation	180,000							
Yearly Totals	232,000	72,640	258,532	78,615	177,076	89,927	96,221	102,958

Total: \$1,107,969.00

Yearly maintenance costs are direct costs per year

Yearly rehab costs are the full cost of the rehab broken out over 10 years, either prior to or after the actual rehabilitation work.

## **00 30 01 – MAINTENANCE SCOPE OF WORK**

### **PART 1 – GENERAL**

Maintenance shall include:

1. Visual and dive inspections per the work schedule. The findings of such inspections shall be reported to Storey County Public Works. Inspectors to be NACE certified.
2. Dive inspections to be performed by Blue Locker only.
3. Washout inspection biennially with detailed report.
4. Coordination with SCPC for all work activities and times.
5. Graffiti removal and exterior paint repair.
6. Repairs as needed to coatings, fittings, welds, equipment in compliance with SSPC, ANSI/NSF standards.
7. GASB 34 compliance documents.
8. Cathodic systems
9. Documentation of unscheduled work and repairs.
10. All maintenance work shall be in compliance with OSHA regulations.
11. Disposal of all waste material in accordance with OSHA, EPA, NDEP, and AWWA standards.

## **00 30 02 – REHABILITATION SCOPE OF WORK**

### **PART 0 – SUMMARY**

Rehabilitation shall include:

1. Removal of interior and exterior coatings by blasting in accordance with SSPC SP10.
2. Inspection and testing of substrate bare metal in accordance with SSPC standards.
3. Interior surface preparation shall be by hand scrape to remove coal tar lining prior to blasting per SSPC and NSF specifications.
4. All work to be completed by a NACE certified coating inspector to provide quality control, testing, observation, weather conditions and weekly progress report.
5. Follow all guidelines from OSHA, AWWA, and EPA during all phases of work.
6. Provide disposal of removed coatings in accordance with applicable standards and codes.
7. Application of new interior and exterior coating to comply with AWWA and NSF standards.
8. Provision of fall protection and climbing safety in compliance with current OSHA standards.

### **PART 1: GENERAL**

#### **1.01 SCOPE**

A. Section includes surface preparation, priming, and field coating for interior wet, interior dry, and exterior surfaces of steel water storage tanks.

#### **1.02 SUBMITTALS**

A. Contractor shall submit a color exhibit depicting the tank with proposed color and/or any proposed logos required on the tank. All logos shall be approved by SCPW (Storey County Public Works) prior to painting.

### **PART 2: PRODUCTS**

#### **2.01 PAINT MATERIALS**

A. Coatings shall comply with ANSI/NSF Standard 61. The approval of interior coatings and sealers shall be based on written certification of compliance. Manufacturer's published data shall be submitted concerning transportation, storage, mixing, thinning, pot life, application, curing etc.

B. Contractor shall furnish the proprietary systems specified by agreement with SCPW. All coatings shall be supplied by one coating manufacturer.

#### **2.02 PAINT SYSTEMS**

A. The roof vent, safety climbing devices, and any other non-painted items shall be removed prior to cleaning and painting.

B. All coatings and thinners must be supplied by one manufacturer, including shop coating. All paint must be new and purchased for each project.

C. INTERIOR WET AREAS: Interior wet surfaces are any surfaces exposed to stored water or its vapor. Interior wet areas shall be coated with a three-coat high-build zinc-epoxy-epoxy system, NSF Standard 61 approved for use in potable water. The minimum dry film thickness of the interior coating system shall be 10.5 Mils. Manufacturers' recommended curing times and recoat windows between each coat must be strictly adhered to.

- a. (full) Primer Coat – applied at 2.5 -3.5 Mils DFT
- b. (full) Intermediate Coat –applied at 2.5 – 3.5 Mils DFT. Color shall contrast with Primer and Finish Coat colors. The color of this coat of paint shall closely match that of the one (1) finish coat, but be a little darker.
- c. (full) Finish Coat –applied at 2.0 – 3.0 Mils DFT

Total DFT = 10.5 – 15.5 Mils

D. EXTERIOR SURFACES: Exterior surfaces are all surfaces exposed to the weather. Exterior surfaces shall be coated with a three-coat high-build zinc-epoxy polyurethane system. The minimum dry film thickness of the exterior coating system shall be 7.0 Mils. Manufacturers' recommended curing times and recoat windows between each coat shall be strictly adhered to.

- a. (full) Primer Coat – applied at 2.5 -3.5 Mils DFT
- b. (full) Intermediate Coat –applied at 2.5 – 3.5 Mils DFT. Color shall contrast with Primer and Finish Coat colors. The color of this coat of paint shall closely match that of the one (1) finish coat, but be a little darker.
- c. (full) Finish Coat –applied at 2.0 – 3.0 Mils DFT (Color to be selected by SCPW).

Total DFT = 7.0 – 10.0 Mils

E. TOP COATING: This coating requirement is for an alternate exterior cleaning and top coating in lieu of the complete blast cleaning and coating. Top coating only covers existing tank surfaces. This coating system should only be considered in rare cases. If this system is under consideration, the Contractor shall review the existing coating condition of the tank exterior coatings and confirm that this particular coating system is an appropriate action. Otherwise, the Contractor shall recommend a suitable alternative. Manufacturers' recommended curing times and recoat windows between each coat must be strictly adhered to.

- a. (spot) Primer Coat –applied at 3.0 – 5.0 Mils DFT.
- b. (full) Intermediate Coat –applied at 2.0 – 3.0 Mils DFT. Color of this coat of paint shall be slightly darker than the finish coat.
- c. (full) Finish Coat –applied at 2.0 – 3.0 Mils DFT. (Color to be selected by SCPW).

Total DFT = 7.0 – 11.0 Mils

### 2.03 FLEXIBLE SEALANT

A. Flexible sealant shall be Sikaflex-1A or approved equal. Sealant color shall be white for all interior applications.

### 2.04 ABRASIVES

A. Abrasives used for blast cleaning shall be those mentioned in the specifications of the SSPC. Particular attention shall be given to the maximum particle size requirements. Abrasives must be selected to provide the recommended surface profile and degree of cleanliness required.

### 2.05 SAFETY REQUIREMENTS

A. The Contractor shall comply with all health and safety regulations and requirements of OSHA (or State Health and Safety Regulatory Agency), SSPC-PA Guide 3, and the paint and abrasive manufacturers. Should vents, holes, rigging attachments, or any other modification, cutting, or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor upon submitting of details in writing to, and with subsequent approval by SCPW.

## PART 3: EXECUTION

### 3.01 EQUIPMENT

A. All equipment, (compressor, sand pots and paint pumps, etc.) shall be in good operating condition and of sufficient capacity to provide satisfactory results for cleaning and painting.

B. Spray equipment and tip size shall be used as recommended in the paint manufacturer's instructions.

C. Compressed air for blasting and painting shall be free from detrimental amounts of water or oil. Adequate traps and/or dryers shall be provided.

D. Adequate lighting shall be provided inside the tank to properly allow for safety, workmanship and inspection. Lighting requirements shall meet the minimum requirements of SSPC Guide No. 12 "Guide for Illumination of Industrial Painting Projects"

E. Air hoods, respirators and proper and sufficient ventilation shall be provided during blasting, painting, and curing.

F. Contractor must have sufficient explosion proof ventilation equipment to properly and efficiently expel dust and paint fumes out of unit to prevent injury to workmen or the accumulation of volatile gases.

G. Contractor shall have available at the site, all inspection and measuring equipment such as wet and dry film thickness gages, wet-bulb, dry-bulb measuring equipment, steel temperature measuring equipment, holiday detector equipment, etc., as required by this Specification.

### 3.02 SURFACE PREPARATION

A. All removable and non-painted appurtenances such as roof vents, safe climbing devices, antennas, markers, etc, shall be removed by the Contractor prior to any exterior coating work.

These items shall be cleaned, protected, and stored during coating work, and re-installed following completion of all work. Modification/calibration required to make appurtenances operable, such as screen repair, straightening of safe climb bars, calibration of antenna, etc., shall be included in the Contractors' scope of work.

B. All interior steel surfaces shall be prepared in the shop in accordance with SSPCSP10 "Near White Blast Cleaning". Steel shall be thoroughly cleaned of rust, mill scale, dirt, and all other foreign substances.

C. All exterior steel surfaces shall be prepared in accordance with SSPC-SP6 "Commercial Blast Cleaning".

D. Shop primed surfaces shall be inspected in the field by the SCPW Project Engineer after tank erection. Failure of the shop primer to meet manufacturer's requirements shall be sufficient cause for removal of the shop primer, re-cleaning and application of a field prime coat at no additional expense to Storey County. Recoat windows shall be adhered to and/or proper procedures followed if maximum recoat time frames are exceeded.

E. Field:

1. Prior to any field coating application, all unused brackets shall be removed from the interior and exterior surfaces. All underlying areas shall be ground smooth. All weld burrs, weld spatter, scars and rough edges shall be ground smooth. Sealed welded containment lugs shall be left in place.
2. All weld seams and any rusted or abraded areas, including rust bloom shall be ground smooth and properly cleaned.
3. Where necessary, steel surfaces shall be prepared in the field in accordance with SSPC-SP10 "Near White Blast Cleaning".
4. All areas of seam deterioration, weld undercut and pitting deeper than 1/8" shall be clearly marked for repair. Repair shall be done by arc-gouging and welding. All welding shall be done in accordance with AWWA D100 Standard for Welded Steel Tanks for Water Storage.
5. Contractor shall conduct field measurement of the surface profile of blasted cleaned steel in accordance with ASTM D4417.

F. Contractor shall be responsible for any dust, debris and/or paint droplets which leave SCPW's property and/or cause damage to neighboring property. Insufficient containment of abrasive debris and/or generation of nuisance dust beyond SCPW's property limits is just cause for shut-down of the job until proper protective measures are in place and violations have been remedied.

G. After any and all surface preparation, shop and field, all surfaces shall be thoroughly washed and completely cleaned of any residue or dust before applying sealer or primer, shop or field coatings.



### 3.03 SHOP PRIMING

A. Fabricated steel plates may be shop primed, subject to all of the requirements of this Specification. Contractor is required to notify SCPW at least two weeks in advance of any shop coating. SCPW reserves the right to inspect, or have an authorized representative present to inspect all shop coating operations. Failure to provide proper notification in advance of shop coating is cause for rejection of the primer coat and grounds for complete removal and repainting in the field, at no additional cost to SCPW.

B. Primer used on internal surfaces, shall be tested and certified for potable water contact in accordance with NSF Standard 61. Priming shall occur before the formation of rust and after observation of the surface by the SCPW Project Manager.

C. If applicable, Contractor shall apply the specified primer in the shop, in accordance with manufacturer's recommendations. Steel plates shall be primed leaving a four inch margin along all edges that are to be welded. ANY PRIMER APPLIED TO AREAS THAT ARE TO BE WELDED MUST BE REMOVED IN THE FIELD PRIOR TO WELDING. WELDING OF PAINTED SURFACES WILL NOT BE PERMITTED.

### 3.04 STRIPE COAT

A. Special attention shall be given to welds, lap joints, bolt heads and nuts, threads, corners, member intersections, and other deviations from smooth surfaces. These areas shall be primed by brush after complete priming. Inaccessible areas shall be primed with the Aluminum platelet material.

### 3.05 INTERMEDIATE COAT

A. After curing of the prime coat and stripe coat, the primed interior and exterior surfaces shall be cleaned of all dust, overspray, abrasive, and other contaminants which may cause premature coating failure and given one immediate coat paint.

### 3.06 FINISH COAT<sup>11</sup>

A. After curing of intermediate coat, the interior/exterior surfaces shall be cleaned of all dust, overspray, abrasive, and other contaminants which may cause premature coating failure and given one finish coat. If the finish coat is not applied before the recoat window expires, then the intermediate coat surfaces shall be scarified by abrasive blasting or other method recommended by the manufacturer in order for the finish coat to properly bond to the intermediate coat.

### 3.07 SEALER APPLICATION

A. After cleaning, rough weld areas, areas where sealing is required or depressions where paint will not properly fill voids, these areas shall be sealed with an epoxy seam sealer recommended by the respective paint manufacturer. The seam sealer shall be applied to designated locations after the prime coat and prior to the intermediate coat.

B. Seam sealer shall be applied as per the recommendations of the respective paint manufacturer to the roof and shell manholes, vent to shell intersection and all piping connections, unless seal welding of the area has been performed.

### 3.08 WATER TANKS OBSTRUCTING AIR NAVIGATION

A. Painting of elevated steel water storage tanks obstructing air navigation shall conform to the requirements set forth in the Utility Facility Code (UFC) 3-260-05A Chapter 7, and the latest edition of the FAA Advisory Circular (AC) No. 70/7460 Obstruction Marking & Lighting. Obstruction marking shall be made with a solid pattern of aviation surface orange (FS 12197), or a checkerboard pattern of aviation surface orange (FS 12197) and aviation surface white (FS 17875). Where marking by surface color is impractical as defined by the SCPW Project Engineer, the general definition and location of the tank will be indicated by using suitable markers.

### 3.09 FLEXIBLE SEALANT

A. After final curing of the finish interior coat, a flexible polyurethane sealant shall be applied to the roof stiffener-to-roof interfaces, if any, the circumferential stiffener angle-to-roof plate intersection, the unwelded roof lap seams and at the center hub connections or any other areas which are difficult to paint and subject to corrosion and movement. Sealant shall be applied in accordance with all manufacturers' recommendations and in a neat and workmanlike manner. Sealant shall be approved for use in potable water and shall be certified by EPA, ANSI/NSF and any applicable local health regulatory agencies.

### 3.10 INSPECTION

- A. All cleaning and painting shall be subject to inspection by a designated representative of SCPW and/or the paint manufacturer.
- B. The Contractor shall make all work accessible to SCPW's representative by having available the appropriate rigging and equipment. Any rigging removed prior to proper inspection and approval shall be reinstalled at the Contractor's expense. This shall also apply at the one year anniversary inspection.
- C. The Contractor shall have available at the site a calibrated Elcometer or MikroTest gauge for measuring dry film thickness and uniformity of the paint coating. SCPW may elect to use a low voltage holiday detector to check the finished paint film integrity.

### 3.11 CURING

- A. The water tank shall remain empty with all hatches and vents open for a minimum of seven days following the last coating operations. Forced air ventilation shall be provided, if deemed necessary by SCPW, to facilitate complete and timely curing.
- B. Following the recommended curing time, SCPW's representative, along with a representative of the paint manufacturer will perform testing to ensure that the coatings have properly cured. At a minimum, MEK rub tests shall be conducted. The Contractor is required to obtain from the paint manufacturer certification that the coatings have been applied in accordance with all recommendations and in a proper state of cure prior to disinfection and filling of the tank.

C. Disinfection of the tank will be performed in accordance with Specification Section 33 16 13.11 Water Storage Tank Disinfection.

D. The Contractor shall be responsible for tank disinfection upon completion of repair/rehabilitation work.

### 3.12 LOGO PAINTING

A. Tank painting applications that require the painting of a logo on a tank shall be stenciled on to the tank prior to painting. The location of the logo shall be reviewed in the field by SCPW and approved location of logo in writing prior to painting.

### 3.13 CONSTRUCTION SIGN – IF REQUIRED

A. Contractor shall provide and install a construction site sign prior to blasting/painting of water storage tanks. Signage shall meet the following standards:

1. Sign size: 4' x 8'.
2. Single sided face.
3. Black letters on a white background (reflecting sheet diamond grade)
4. Letter type: Helvetica, sizes 4" and 3".

B. Letters and words shall not be spaced too closely. In general letters shall not occupy more than 75% of the sign panel area when external or no lighting is used. Letter types shall be no more than three to increase legibility, and the signs shall conform to a simple color and graphic palette in order to minimize confusion and reduce clutter of sign. In general, sign shall be no more than three colors or shades of the same color.

C. Contractor shall place one construction sign at each work location. Construction sign shall be placed next to an access gate (attached to fence if possible) allowing adequate time for site personnel's to read and react to the message. The area around the sign shall be free of visual clutter and landscape or construction materials. Signage shall be placed approximately 4 feet above ground level to within 10 degrees of on-coming driver's line of vision.

### 3.14 TEMPORARY FENCING

A. Contractor shall install a chain-link fence along the perimeter of the site. Contractor shall submit a sketch of their fencing for SCPW approval. Contractor shall coordinate with SCPW if temporary fencing and construction activities would affect parking area or other common areas adjacent to the site. Vehicular access and exit gates shall be clearly marked.

B. Contractor shall provide adequate areas for pedestrians and clearly restrict areas that would represent a hazard due to construction activities.

C. Contractor shall use a standard galvanized chain-link with a minimum fence height of 6 feet. The fencing hardware shall be galvanized steel to prevent rust. Chainlink fence fabric shall be a minimum of 9 gauge, and shall be tied on the side of the fence with a minimum 9 gauge wire ties not clips. Bottom of fence fabric must be within two inches of grade level.

### 3.15 ANNIVERSARY INSPECTION

- A. Contractor shall inspect the interior surfaces and exterior surfaces of the tank within one year after coating work has been completed to determine whether any repair work is necessary.
- B. It shall be the Contractor's responsibility to contact SCPW and arrange a suitable date for inspection work.
- C. The method of inspection shall be specified and agreed with SCPW. Contractor shall confirm the date of inspection and notify SCPW 30 days in advance.
- D. Contractor shall provide SCPW with an inspection report covering the one year anniversary inspection, stating the number and type of failures observed, if any, the percentage of the surface area where failure has occurred, the names of the persons responsible for making the inspection, and the type and location of coatings repairs shall be prepared. Color photographs illustrating each type of failure shall be included in the report.
- E. Any location where layers of coating have been peeled off, bubbled, cracked, and location where rusting is evident, shall be considered to be a failure of the coating system. Rust stains emanating from inaccessible areas, such as unwelded roof plate lap joints, and areas where roof plates cross supporting members will be considered acceptable as the rust does not affect the integrity of the coating surface.
- F. Contractor shall repair points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating with the same coating system. Manufacturer's cure time requirement for coating repair shall be observed.

## **00 30 03 – TANK INVENTORY**

### **PART 1 – GENERAL**

The tank inventory is comprised of a list of the water storage tanks that are included in this proposal and will be a part of the maintenance contract, and a the most recent inspection report for each tank.

### **PART 2 – TANK LIST**

1. 5 Mile
2. Bullion
3. Divide
4. Silver
5. North

### **PART 3 – TANK INSPECTION REPORTS**

See attached inspection reports

## 00 30 04 - Work Schedule

[illegible]



# Phoenix Surety & Insurance Agency, Inc.

**Bonding & Insurance**  
1499 SE Tech Center Place  
Suite 280  
Vancouver, WA 98683  
(360) 892-5840  
FAX (360) 892-5871

## BID BOND ENCLOSED

August 26, 2022

Farr Construction Corporation dba Resource Development Company  
1050 Linda Way  
Sparks, NV 89431

Re: Storey County Public Works  
Storey County Water Storage Tank Maintenance Contract

Dear Jeff / Emma:

Enclosed please find the bid bond you requested for the above referenced project.

Pre-check all signatures, dates, amounts and job description to avoid having a low bid rejected because of a clerical error. Re-verify that the bid bond form attached is the form required by the specifications.

**If applicable, we need to review the insurance specifications for the following reasons:**

**1: to avoid out of pocket costs to purchase coverage you do not now have and**

**2: to avoid the possibility of non-responsive bid for not complying with specifications**

Please provide bid results as soon as possible. Thank you.

Sincerely,

PHOENIX SURETY & INSURANCE AGENCY, INC.

### FINAL BOND RATES:

First	\$100,000	\$10.00	Per Thousand
Next	\$400,000	\$10.00	Per Thousand
Next	\$2,000,000	\$7.50	Per Thousand
Next	\$2,500,000	\$6.70	Per Thousand
Next	\$2,500,000	\$6.25	Per Thousand
Over	\$7,500,000	\$5.75	Per Thousand

Where time for completion is over 24 months or 731 calendar days,  
add 1% surcharge (calculated from base premium) for each extra full month  
**Bond premiums are due and payable when billed regardless of when project starts.**

### Bid Bond Accuracy Check

- ☐ Principal, Owner & Surety Name
- ☐ Bid Percentage
- ☐ Job Description
- ☐ Power of Attorney
- ☐ Surety Acknowledgment (If required)



Conforms with The American Institute of Architects,  
A.I.A. Document A310 (2010 Edition)

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Farr Construction Corporation dba  
Resource Development Company  
1050 Linda Way  
Sparks, NV 89431

**OWNER:**

(Name, legal status and address)

Storey County Public Works  
100 Toll Rd.  
Virginia City, NV 89440

**BOND AMOUNT:**

\*\*\* Five Percent Of Total Amount Bid \*\*\* (5% Of Total Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Storey County Water Storage Tank Maintenance Contract  
Virginia City, Nevada  
Project No: 22-04

**SURETY:**

(Name, legal status and principal place  
of business)

Old Republic Surety Company  
445 South Moorland Road, Suite 200  
Brookfield, WI 53005

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of August, 2022

  
(Witness)

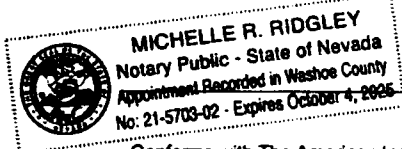
  
(Witness) - Annalyn Kikawa

Farr Construction Corporation dba  
Resource Development Company  
(Contractor as Principal) (Seal)

(Title)

Old Republic Surety Company  
(Surety) (Seal)

(Title) - Robert W. Lagler (Attorney-in-Fact) NV Lic# 10829







# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Robert W. Lagler of Vancouver, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of March, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 0101



Signed and sealed at the City of Brookfield, WI this 26th day of August, 2022

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-08)

Phoenix Surety & Ins Agency

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

### FARR CONSTRUCTION CORPORATION dba RESOURCE DEVELOPMENT COMPANY

Licensed since June 28, 2010

License No. **0075026**

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

**PRINCIPALS:**

JEFFREY FARR, President, QI  
CHRISTOPHER ERB, Vice President

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 06/30/2024

  
Chair, Nevada State Contractors Board



## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**FARR CONSTRUCTION CORPORATION dba  
RESOURCE DEVELOPMENT COMPANY**

Licensed since February 21, 2006

License No. **0061946**

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

PRINCIPALS:  
JEFFREY FARR, President, QI

**C-4 Painting and Decorating**

LIMIT: \$4,400,000  
EXPIRES: 02/28/2024

  
Chair, Nevada State Contractors Board



10 year Past Experience:

The following are 10 years of projects Resource Development Company has completed. Attached are references for each project for any questions Storey County may ask about the relevant projects.

Winuba Storage Tank Bishop Paiute Tribe Bishop, CA  
Indian Health Service  
04/1/2012  
Loretta Barranger 775-784-5327

Tank Re coating Town of Windsor Brelje & Race Windsor, CA  
4/1/2013  
George Potter 707-576-1322

Water System Improvement Project Silver Springs Mutual Water Company Silver Springs, NV  
Farr West Engineering  
1/1/2014  
Chuck Reno 775-851,4788

New Silica Tank James Hardie Building Products McCarran, NV  
RDC, Inc.  
1/1/2015  
Shaun Williams 775-355-3001

1.5 MG Tank Repainting Gardnerville Ranchos GID Gardnerville, NV  
Lumos & Associates  
Spring 2016  
Bob Spellberg 775-265-2048

2016-2017 Tank Improvements, Reno Truckee Meadows Water Authority  
Truckee Meadows Water Authority  
Spring 2017  
Ryan Dixon 775-834-8025

New Water Storage Tanks Spring Mountain Raceway LLC Pahrump, NV  
Spring 2018  
Russ Lewis 775-727-5900

Trinity Dam Tank Replacement Lewiston Park Water District  
PACE Engineering  
Spring 2019  
Bob Harp 530-244-0202

Canyon Heights Tank Improvements Alameda County Water District Alameda County, CA  
Alameda County Water District  
Spring 2020  
Steve Peterson 510-668-4200

Virginia City Hillside Tanks Storey County Virginia City, CA  
Farr West Engineering  
6/1/2021  
Keith Karpstein (775) 851-4788

TMWA Prater Tank Rehabilitation Project Truckee Meadows Water Authority HDR City of Reno  
Mid May 2022  
Ben Jesch (775) 834-8080



Farr Construction dba Resource Development Co.  
*of*  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*

**FIELD APPLICATION OF COATINGS  
COMPLEX STRUCTURES  
SSPC – QP1**



*Helena Sulingar*  
.....  
Executive Director, AMPP

March 31, 2022 – March 31, 2023  
.....  
Validation Period

Accreditation for dates listed above to Farr Construction dba Resource Development Co. Sparks, NV  
Customers are advised to contact (812) 281-2331 ext. 2294 or apcinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084  
Pittsburgh – 800 Tremont Drive, Pittsburgh, PA 15205



Farr Construction dba Resource Development Co.  
of  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC – QP 2**



*Helena Sulinger*

.....  
Executive Director, AMPP

March 31, 2022 – March 31, 2023

.....  
Validation Period

Accreditation for dates listed above to Farr Construction dba Resource Development Co Sparks, NV  
Owners are advised to contact 412-281-2331 ext. 2309 or [qpinfo@ampp.org](mailto:qpinfo@ampp.org) to verify authenticity of accreditation

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77061  
Pittsburgh – 800 Trembly Drive Pittsburgh, PA 15205



*acknowledges that*

**Jeff Farr**

*has fulfilled all of the requirements necessary to achieve the  
highest level of certification under the  
NACE International Coating Inspector Program  
and is now recognized as a*

***NACE Certified Coating Inspector - Level 3***

**Certification #25810**

*Certification Achieved:*

**April 2016**

A handwritten signature in cursive script, appearing to read "William S. Hager".

William S. Hager  
Executive Director



## Certificate of Achievement

**The NACE International Institute Recognizes**

**Jesse E Neurenberg**

**As a Certified**

**NACE Coating Inspector Level 1**

*Hilma Salinger*  
Executive Director  
NACE International Institute



**Expires**  
**April 22, 2025**

**Cert No.66160**





## Certificate of Achievement

**The NACE International Institute Recognizes**

**Jesse E Neurenberg**

**As a Certified**

**NACE Coating Inspector Level 2**

*Helena Sulinger*  
Executive Director  
NACE International Institute



**Expires**  
**April 22, 2025**  
**Cert No.66160**



## Certificate of Achievement

The NACE International Institute Recognizes

Alex Hampel

As a Certified

NACE Coating Inspector Level 1

*Helma Sutinger*  
Executive Director  
NACE International Institute



Expires  
December 28, 2024

Cert No.104777

NRS 338.1382 COMPLIANT

FARR CONSTRUCTION CORPORATION Dba. RESOURCE DEVELOPMENT COMPANY is NRS 338.1382 compliant.

NRS 338.1382 Local government public works: Alternative procedure for qualification of bidders. In lieu of adopting criteria pursuant to NRS 338.1377 and determining the qualification of bidders pursuant to NRS 338.1379, a governing body may deem a person to be qualified to bid on:

1. Contracts for public works of the local government if the person has not, within the preceding year, materially breached a contract for a public work for which the cost exceeds \$25,000,000, and has been determined by:

(a) The Division pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of the State pursuant to criteria adopted pursuant to NRS 338.1375; or

(b) Another governing body pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of that local government pursuant to the criteria set forth in NRS 338.1377.

2. A contract for a public work of the local government if:

(a) The person has been determined by the Department of Transportation pursuant to NRS 408.333 to be qualified to bid on the contract for the public work;

(b) The public work will be owned, operated or maintained by the Department of Transportation after the public work is constructed by the local government; and

(c) The Department of Transportation requested that bidders on the contract for the public work be qualified to bid on the contract pursuant to NRS 408.333.

(Added to NRS by 2003, 2488; A 2011, 44; 2013, 1391)

x  
Jeff M. Farr  
Principal



Date: \_\_09/01/2022\_\_



# RESOURCE DEVELOPMENT COMPANY

September 1, 2022

Mike Northan, Operations and Project Coordinator  
Storey County Public Works Department 100 Toll  
Road  
Virginia City, NV 89440

Re: Storey County Water Storage Tank Maintenance

Dear Mr. Northan and Members of the Selection Committee:

Successful delivery of long-term water storage tank contracts requires a local team comprised of motivated, experienced members with the technical know-how to overcome challenges throughout the ten-year period. The Storey County Public Works District currently has three (3) treated water storage tanks totaling approximately 1.1 million gallons (MG) that are welded-steel that are in need of rehabilitation, and an additional two (2) tanks requiring continuing maintenance. Supplied from the Marlette system, the tanks provide potable water to Virginia City, Silver City, and the surrounding communities in Storey County. The Department is responsible for the management and quality of water east of Carson City within Storey County including Virginia City and Silver City.

System integrity in this highly regulated environment is of utmost concern. Farr Construction Corporation dba Resource Development Company (RDC) has a proven record of managing projects with a fixed budget and integrating innovative solutions through quality inspection services. We will focus on responsiveness and collaboration to provide a seamless process for the Department and the community. Based on the provided scope of work from the Storey County Public Works Department, RDC has prepared our submittal. The Department will benefit from the following RDC differentiators:

- ✓ **Proven successful water storage tank experience** – RDC is the preferred contractor for this specialized work with in-house expertise to blast and powder coat, design and fabricate, and erect and rehabilitate welded and bolted steel tanks. In fact, RDC has completed more than 540 welded steel AWWA and API standard tanks. Annually, RDC erects over 3.5 million pounds of plate steel and performs surface coating of 600,000 square feet.
- ✓ **Depth of coatings expertise and knowledge of coatings systems** – RDC and our dedicated proposed staff have completed complex coatings projects throughout Northern California. RDC has in-house National Association of Corrosion Engineers (NACE) certifications along with SSPC QP1 and SSPC QP2 certifications for all field operations. We have the expertise and experience to execute coating applications from surface preparation to final curing.
- ✓ **Extensive knowledge of the Department's water storage tanks** – we know all of the aspects of water storage tanks from approvals and inspection to new construction and rehabilitation of existing infrastructure. RDC has assisted several agencies with fabricating and erecting new facilities as well as the inspection of existing facilities. We are extremely familiar with the Department's systems and operations.
- ✓ **Dedicated and committed leadership and technical resources** – Our resources include a highly skilled team of managers, certified inspectors, and constructors. RDC has built an excellent reputation with the vision of making critical public works infrastructure operate at the optimal levels of quality and safety. RDC's proposed team are committed through the duration of this contract.

I will serve as the primary point of contact for all correspondence and can be contacted at 1050 Linda Way, Sparks, NV 89431, via cell phone at (775) 842-9174 or email at [jfarr@resourcedevelopmentco.com](mailto:jfarr@resourcedevelopmentco.com). Our team has previous similar experience with a demonstrated high level of professionalism and technical expertise to achieve successful results. We have an unwavering commitment to creating sustainable infrastructure solutions for our community and we are excited to be a part of this project. The RDC team looks forward to your favorable review of our qualifications and proposal so we can begin working with the Department.

Respectfully,  
RESOURCE DEVELOPMENT COMPANY

  
Jeff Farr  
President

## TABLE OF CONTENTS

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5 – Related Experience	21-23

## PROJECT UNDERSTANDING

### **Project Understanding**

Providing a reliable, adequate supply of high-quality water, at the lowest reasonable price, in an environmentally responsible manner is the Storey County Public Works Department's mission. To achieve this stated objective, the Department infrastructure must be inspected and maintained with minimal disruption to service.

The Department currently has three welded steel tanks – 5 Mile North, and Silver – that are included as part of this project. The goals and objectives are to inspect, and fully maintain the Department's water system for a period of ten (10) years with a 10-year warranty on all work performed.

The Steel Tank Institute has estimated that the life span of a welded steel tank is approximately 100 years and 40 years for bolted steel tanks. Blue Locker Commercial Diving Services performed tank inspection and water quality appearance on the three tanks in October, 2018, to evaluate the current state of the tank coatings and corrosion. RDC will schedule and plan the necessary inspections in addition to required maintenance to ensure the longevity of these welded steel tanks.

Our team are expert coatings applicators and lead abatement specialists with specified products with the necessary SSPC QP1 and QP2 certifications. As a licensed contractor, we have more than 40 years of design-build experience with welded steel tanks. We have designed, built, coated, re-coated, inspected, and consulted on hundreds of similar tanks in Northern Nevada and California.

The RDC 44,000 square foot fabrication shop and all proposed key personnel for paint, fabrication, inspection, management, emergency response within 1 hour from the Department. The Principal-in-Charge and Project Manager will be dedicated and committed to provide the District with continuity and a single point of contact throughout the contract's duration.

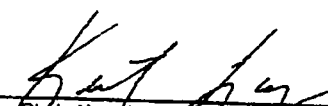

Having a single point of contact and trusted partner will minimize future planning, scheduling, and bidding with multiple consultants and contractors. This also allows the Department to spread the costs over a 10-year period of time for ease of budgeting.

### Licenses and Certifications

Farr Construction dba Resource Development Company is a Contractor in Good Standing (as shown below) for classifications:

- A – General Engineering Contractor
- C-4A – Painting and Decorating

RDC is also an ongoing certified contractor by the Society for Protection Coatings (SSPC) for Field Application of Coatings Complex Structures (QP1) and Industrial Hazardous Paint Removal (QP2). We have also included the manufacturer's certification of RDC's applicator experience.

<b>Southern Nevada Office</b> 2310 Corporate Circle, Suite 200 Henderson, Nevada 89074 (702) 486-1100	<b>STATE CONTRACTORS BOARD</b>  The Nevada State Contractors Board certifies that <b>RESOURCE DEVELOPMENT COMPANY</b> Licensed since June 28, 2010  License No. <b>0075026</b>  Is duly licensed as a contractor in the following classification(s):  <b>PRINCIPALS:</b> JEFFREY FARR, President, CI	<b>Northern Nevada Office</b> 5390 Kietzke Lane, Suite 102 Reno, Nevada 89511 (775) 688-1141
<div style="text-align: center;"> Chair, Nevada State Contractors Board</div>		<div style="text-align: center;"></div>
		<b>LIMIT: Unlimited</b> <b>EXPIRES: 06/30/2022</b>



Farr Construction dba Resource Development Co.  
of  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*

**FIELD APPLICATION OF COATINGS  
COMPLEX STRUCTURES  
SSPC – QP1**



*Helena Sulingar*  
Executive Director, AMPP

March 31, 2022 – March 31, 2023  
Validation Period

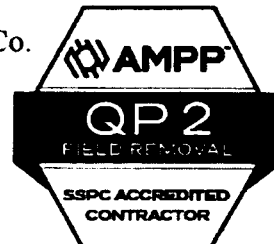
Accreditation for this level given to Farr Construction dba Resource Development Co., Sparks, NV.  
Changes are subject to review (C-325-323) via: 1200 to quality@ampp.org or email notification of accreditation.  
Corporate Headquarters: 15001 Park The Plaza, Sparks, NV 89434  
Headquarters: 1000 Nevada Drive, Reno, NV 89501



Farr Construction dba Resource Development Co.  
of  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC – QP 2**



*Helena Sulingar*  
Executive Director, AMPP

March 31, 2022 – March 31, 2023  
Validation Period

Accreditation for this level given to Farr Construction dba Resource Development Co., Sparks, NV.  
Changes are subject to review (C-325-323) via: 1200 to quality@ampp.org or email notification of accreditation.  
Corporate Headquarters: 15001 Park The Plaza, Sparks, NV 89434  
Headquarters: 1000 Nevada Drive, Reno, NV 89501





March 23, 2022

Farr Construction  
Resource Development Company  
1050 Linda Way  
Sparks, NV 89431

Attention: Jeff Farr

Re: Manufacturer's Certification of Applicator's Experience

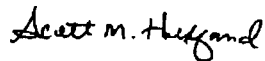
Dear Jeff,

This letter confirms that Farr Construction/Resource Development Company is qualified to apply all Sherwin Williams coatings and linings. Farr Construction/Resource Development Company's applicators have been trained and certified on proper preparation, mixing and application procedures for all Sherwin-Williams products, including SherPlate PW as well as other 100% solids tank linings.

Additionally, Farr Construction/Resource Development Company's applicators have over 11 years of experience applying these and similar products.

If you have any questions, please contact me at 916-662-1602.

Regards,



Scott M. Helfand  
The Sherwin Williams Company  
Protective & Marine Coatings Division  
NACE Coating Inspector, Level 2 - Certified CIP No 17837

Scott M. Helfand • Protective and Marine Coatings Division • The Sherwin-Williams Company  
1015 N. Market Blvd., Suite 1 • Sacramento, California 95834 • (916) 662-1602 • Email: scott.m.helfand@sherwin.com

## SCOPE OF SERVICES

### Work Plan

RDC is prepared to successfully complete the Department's tank inspection program to achieve the overall goals and manage the following scope of work. We are a full-service contractor that can provide all aspects of tank maintenance including safety, sanitary, structural, coatings, and security conditions.

As part of RDC's scope of work, we will document the work completed on the tank ranging from annual visual inspections, scheduled or warranty work, and unscheduled repairs. Documentation will be provided periodically as work occurs as well as in the annual progress report.

A key priority for the existing tanks will be to ensure OSHA compliance to address deficiencies in the current standards such as fall protection/safety climbing devices.

The interior and exterior coatings will be prioritized for the tanks including removal and disposal of existing coating system, repair/replacement of all damaged interior appurtenances, proper surface preparation of all steel surfaces in accordance with the applicable codes and regulations per SSPC and NSF.

Exterior work will include repairs and upgrades to achieve regulatory compliance for appurtenances, proper surface preparation of all steel surfaces, and additional work to achieve a protected and usable water storage tank.

All work will be completed by a NACE-certified coating inspector to provide quality control services. Daily inspection reports outlining the testing results, instrument readings, weather conditions, etc. will be provided to the Department in addition to an annual progress report.

RDC will follow recommendations from AWWA, OSHA, and EPA to perform work and maintain these critical assets for the Department. As part of the planning, RDC will complete annual condition assessments including visual and washout inspections. Although visual is necessary, RDC recommends a washout assessment to physically drain the tank and inspect the condition.

The visual assessments will identify the need for coating touch-ups, coating condition, and compliance with OSHA for

appurtenances. Annual visual inspections will be performed to evaluate the state of the paint coatings and steel structure. Additionally, dive inspection will be performed every three to four years to evaluate the interior tank coating, steel, and corrosion.

RDC will coordinate with the Department to plan work around peak demands and appropriate weather windows. RDC's crews will self-perform all the work which ensures expectations for safety and quality are achieved.

Interiors will be fully blasted to near-white SSPC-SP10 and the interior roof and shell will be painted using three coat zinc, epoxy, epoxy system from Sherwin Williams. The exterior of the tanks will be coated using a three coat zinc, epoxy, polyurethane system from Sherwin Williams. Conditions will be maintained in accordance with the manufacturer's data. All coatings are NSF-61 and RDC will disinfect and coordinate return to service with the Department.

Our proposed schedule to complete the scope of work described above based on the tank and year is provided on the following page.



Tank Description	2022	2023	2024	2025	2026
<b>5 Mile Tank</b>	Visual Inspection	Visual Inspection	Full Rehabilitation	Dive Inspection	Visual Inspection
<b>Divide Tank</b>	Visual Inspection	Dive Inspection	Visual Inspection	Visual Inspection	Dive Inspection
<b>Silver Tank</b>	Visual Inspection	Dive Inspection	Visual Inspection	Visual Inspection	Full Rehabilitation
<b>Bullion Tank</b>	Visual Inspection	Dive Inspection	Visual Inspection	Visual Inspection	Dive Inspection
<b>North Tank</b>	Full Rehabilitation	Dive Inspection	Visual Inspection	Visual Inspection	Visual Inspection

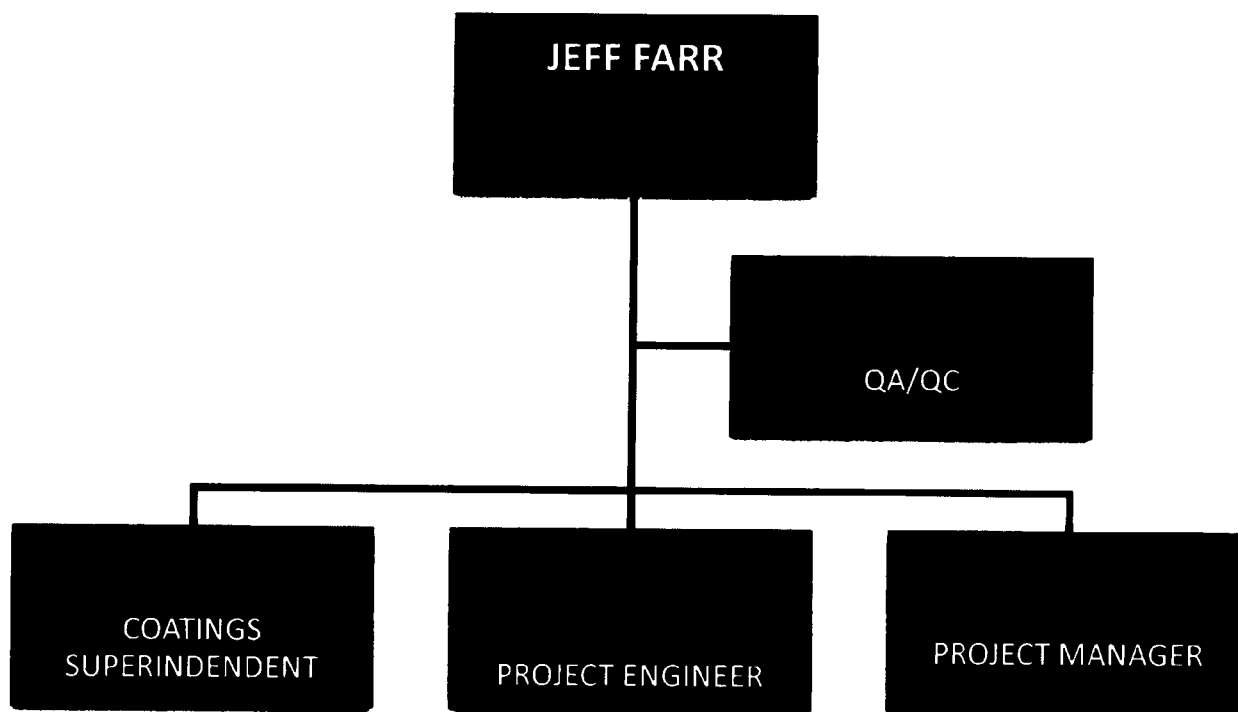
Tank Description	2027	2028	2029	2030	2031
<b>5 Mile Tank</b>	Visual Inspection	Dive Inspection	Visual Inspection	Visual Inspection	Dive Inspection
<b>Divide Tank</b>	Visual Inspection	Visual Inspection	Dive Inspection	Visual Inspection	Visual Inspection
<b>Silver Tank</b>	Dive Inspection	Visual Inspection	Visual Inspection	Dive Inspection	Visual Inspection
<b>Bullion Tank</b>	Visual Inspection	Visual Inspection	Visual Inspection	Dive Inspection	Visual Inspection
<b>North Tank</b>	Dive Inspection	Visual Inspection	Visual Inspection	Dive Inspection	Visual Inspection

## RESPONSIBLE PERSONNEL

### Key Personnel

What truly sets us apart from our competition is our people. Their dedication to providing top-notch service to our clients, resolve for delivering exceptional work, capacity for innovation and problem solving, and unwavering commitment to improving the communities we serve, not only make RDC a great place to work, but a company with which our clients want to work. The project organization chart below highlights the proposed key staff, their roles and responsibilities, and lines of communication. The onsite personnel have the necessary OSHA fall prevention/protection, confined space entry (including rescue procedures/equipment), injury illness prevention program, heat illness prevention, respiratory protection program, hazard communications, and first aid/CPR training.

### Organization Chart



## **Jeff Farr – Principal-in-Charge and Project Manager**

### **Education**

B.S., Construction Management, California State University, Chico, 2003

### **Licenses/Registration/Certification**

RDC Certified Coatings Inspector Level 1

### **Years of Experience**

Totally in Construction – 24 year

RDC – 16 year



Having grown up in and around the construction industry, Jeff has always been fascinated with large scale earth moving projects and heavy civil construction, and how engineered projects integrate with the natural environment. Fast forward 20 years, Jeff is the owner/president of a thriving construction company. He views each project as a unique set of challenges that present an opportunity for professional growth. Jeff values client relationships and strives to understand and exceed client expectations. In return, clients value Jeff's hard work, honesty, accountability, and commitment to helping them succeed.

Jeff has specialized experience in industrial coatings applications and has amassed an impressive portfolio of successful coatings projects. With Jeff's leadership, RDC has grown to be a local industry leader in industrial coatings application.

### **Relevant Project Experience**

**Tank Inspections, Truckee Meadows Water Authority, NV** – Serves as Coatings Project Manager for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 4,000,000 gallons.

**Tank Inspections, North Tahoe Public Utility District, CA** – Serves as Coatings Project Manager for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 1,000,000 gallons.

**Tank Inspections, Tahoe City Public Utility District, CA** – Serves as Coatings Project Manager for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 50,000 to 750,000 gallons.

**Tank Inspections, South Tahoe Public Utility District, CA** – Serves as Coatings Project Manager for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 250,000 to 1,500,000 gallons.

**Tank Inspections, City of Folsom, CA** – Serves as Coatings Project Manager for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 350,000 to 4,000,000 gallons.



## **Jesse Neurenberg – Coatings Superintendent**

### **Education/Training**

OSHA 10-Hour Construction Safety and Health Training  
 SSFC Superior Competent Person Training for Scaffolding and Fall Protection Structures (C-7)

### **Licenses/Registration/Certification**

NACE Certified Coating Inspector Level II  
 SSPC Coating Application Specialist Level II  
 Zipline Safety Training for Fall Protection  
 Zipline Safety Training for Confined Space & Scaffolding Protection, Lead and H<sub>2</sub>S

### **Years of Experience**

Total Construction – 17 years  
 PDR – 11 years



Jesse has extensive experience in the industrial coatings and painting industry. He is a tenured coatings superintendent and NACE Level II inspector. His overwhelming knowledge of application of coating systems has continually helped RDC provide the best quality projects to our clients. He has been a coatings applicator since he was 18 years old. His nearly 20 years of experience has given him an in-depth knowledge and understanding of coatings systems, their applications and uses. Jesse's specific safety training includes confined space, scaffold safety, fall protection, lead and H<sub>2</sub>S.

### **Relevant Project Experience**

**Tank Inspections, Truckee Meadows Water Authority, NV** – Serves as Coatings Superintendent for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 4,000,000 gallons.

**Tank Inspections, North Tahoe Public Utility District, CA** – Serves as Coatings Superintendent for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 1,000,000 gallons.

**Tank Inspections, Tahoe City Public Utility District, CA** – Serves as Coatings Superintendent for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 50,000 to 750,000 gallons.

**Tank Inspections, South Tahoe Public Utility District, CA** – Serves as Coatings Superintendent for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 250,000 to 1,500,000 gallons.

**Tank Inspections, City of Folsom, CA** – Serves as Coatings Superintendent for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 350,000 to 4,000,000 gallons.

**Brandon Beckman, PE – Project Engineer**

## Education

## Licenses/Registration/Certification

## Years of Experience



**Brandon began his career as a design engineer responsible for water, wastewater, and water resource project designs and planning. He previously served as District Engineer for the Indian Health Service in which he managed a team of engineers and technicians responsible for all aspects of water/wastewater projects for tribes throughout California, Nevada and Utah. His design experience adds tremendous value to RDC's projects for value engineering and constructability reviews.**

He will continue to provide project engineering and coordination, as needed. His engagement and collaboration will promote a well-developed set of construction documents with a clearly defined scope of work.

## Relevant Project Experience

**Tank Inspections, Truckee Meadows Water Authority, NV** – Serves as Project Engineer for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 4,000,000 gallons.

**Tank Inspections, North Tahoe Public Utility District, CA** – Serves as Project Engineer for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 1,000,000 gallons.

**Tank Inspections, Tahoe City Public Utility District, CA** – Serves as Project Engineer for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 50,000 to 750,000 gallons.

**Tank Inspections, South Tahoe Public Utility District, CA** – Serves as Project Engineer for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 250,000 to 1,500,000 gallons.

**Tank Inspections, City of Folsom, CA** – Serves as Project Engineer for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 350,000 to 4,000,000 gallons.



## **R. Douglas Allen – Quality Assurance/Quality Control**

### **Education**

B.S. Civil Engineering, Sacramento State College, 1972

### **Licenses/Registration/Certification**

P.E., Nevada

### **Years of Experience**

Total Construction Experience

40+ Years



With 50 years of experience in engineering and construction of water and wastewater infrastructure, Doug provides jobsite supervision, material requisition, subcontractor coordination and scheduling.

### **Relevant Project Experience**

**Tank Inspections, Truckee Meadows Water Authority, NV** – Serves as Project Manager for Appurtenances and New Tanks for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 4,000,000 gallons.

**Tank Inspections, North Tahoe Public Utility District, CA** – Serves as Project Manager for Appurtenances and New Tanks for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 100,000 to 1,000,000 gallons.

**Tank Inspections, Tahoe City Public Utility District, CA** – Serves as Project Manager for Appurtenances and New Tanks for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 50,000 to 750,000 gallons.

**Tank Inspections, South Tahoe Public Utility District, CA** – Serves as Project Manager for Appurtenances and New Tanks for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 250,000 to 1,500,000 gallons.

**Tank Inspections, City of Folsom, CA** – Serves as Project Manager for Appurtenances and New Tanks for the multi-tank inspection program. The welded steel potable water reservoirs range in size from 350,000 to 4,000,000 gallons.

## PROJECT MANAGEMENT

Founded in 1972, Resource Development Company (RDC) is a general contractor, steel tank fabricator, erector, and inspector. In 2014, RDC was acquired by Farr Construction Corporation. Today, we operate as Farr Construction Corporation dba Resource Development Company.

The two companies have successfully merged resulting in increased operational efficiencies and a depth of in-house expertise as well as more competitive pricing. RDC owns a three-acre plot and 45,000 square foot facility as well as a two-acre blasting and coating yard. Annually, RDC erects more than 3.5 million pounds of plate steel and coatings for over 600,000 square feet. In addition, RDC has in-house National Association of Corrosion Engineers (NACE) certifications along with SSPC QP1 and SSPC QP2 certifications for all field operations.

RDC maintains a general engineering (A) and specialty "C-4A" coatings contractor's license in Nevada. RDC's approach to projects is unique and highly effective. With in-house engineers, RDC's ability to understand the technical requirements of construction and accurately estimate their costs is a true differentiator. Having the engineering expertise coupled with knowledge of field operations and construction, RDC knows how designs can impact cost efficiency and constructability for maintenance and repairs.

Well established as a certified coatings specialist, RDC has successfully completed numerous complex municipal and private coatings projects, including blasting and coating steel tanks up to five million gallons. Other typical coatings projects include wastewater treatment plant clarifiers, aeration basins, and digesters. The RDC Coatings Division has in-house NACE certifications along with SSPC QP1 and SSPC QP2. When it comes to industrial coatings: we are qualified, experienced and certified. We are capable of applying virtually all coating manufacturers' product lines including Enduraflex, Sherwin-

### FIRM OVERVIEW

Name:	Farr Construction Corporation dba Resource Development Company
Address:	1050 Linda Way, Sparks, NV 89431
Established:	1972
Ownership:	Corporation
Total Staff:	70

Williams, Devoe, Carboline, Tnemec, Sauereisen, Raven, and more. RDC owns numerous pieces of specialized equipment required for surface preparation, and coating application and curing, enabling us to blast and coat virtually any substrate.



Driven by the same spirit of innovation that has defined RDC for nearly 50 years, our work in the water and wastewater markets is built on the cornerstone of continuous improvement. With decades of experience, RDC provides cost-effective solutions to utilities, industries, state and federal agencies – ensuring that you get the most value from the infrastructure investment. Our team employs the latest technology to successfully deliver quality projects and minimize downtime. We also use advanced estimating software to evaluate quotes and provide Owners with the highest value.

The successful completion of a multi-year inspection program requires collaborative, in-depth planning throughout the rehabilitation and recoating phases. The highest safety and quality standards, as well as permitting and approval requirements, must all be met to ensure the work proceeds as planned, on schedule and within budget. RDC will guide the Department every step of the way throughout the duration of the services contract. Our collaborative approach translates into cost efficient and effective project delivery without surprises, cost overruns or schedule delays.



### **Schedule**

RDC will develop a detailed CPM schedule using either Microsoft Project or P6 depending on the Department's preference. If the Department has no preference, then we will use Microsoft Project. Detailed planning is critical to the on-time completion of the contract. Prior to the start of the services contract, RDC develops a realistic project schedule. This assists with creating detailed information of the phases of construction, sequence of activities, timing of closeout activities and critical path to completion. A copy of our proposed schedule for the Department is provided on the following page.



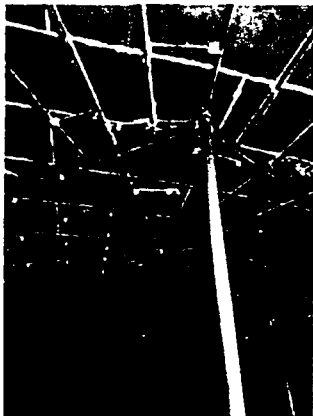
### **Meetings**

RDC will coordinate all meetings to provide status updates and maintain a list of action items. Before the start of any work onsite, RDC will schedule a series of meetings to establish procedures for the coating inspection process. Jeff Farr, RDC's President, will be the point of contact for all aspects of communication. The procedures will be setup for tracking of questions and change orders, document exchange, submittal review, reporting, progress meeting schedule, Site Logistics Plan and coordination of periodic inspections and witness of testing.

A detailed agenda will be developed prior to the meeting to ensure that all aspects of the services contract are addressed with ample time allotted for questions and discussion. Prior to starting, the RDC project manager and coatings superintendent will review site safety requirements, scheduled work and quality control checks.

### **Maintenance of Project Files**

RDC will host a construction document management software application for document control. We have used many different products in recent years and are open to input from the project team on the preferred document control product. If the District has no preference, RDC will select one that is user friendly, secure and backed-up daily. Examples of electronic files stored in the document control software database include: submittals, RFIs, shop drawings, contract documents, meeting minutes etc. Document management software has the benefit of making the same information accessible to stakeholders and simplifies project documentations for the project record. Additionally, a cloud-based document sharing application (i.e. Dropbox) can be utilized for convenient document sharing during the services contract's duration.



A master submittal schedule and log will be maintained and shared within the document management software. RDC recognizes the importance of accurately capturing and recording critical inspection findings. Documenting information simplifies communication during the construction phase. In summary, well documented activities simplify the rehabilitation and recoating phase.

### **Quality Assurance/Quality Control**

RDC strives to deliver the highest quality project each and every time. Contractor quality control starts with experienced, conscientious craftsmen who take pride in their work. RDC has assembled an experienced team of key personnel with the highest quality standards. Our success as a company and as individuals is directly related to the quality of our work and the projects we deliver.



Working collaboratively with the District, RDC will develop a project specific quality control plan that satisfies all project stakeholders and ensures materials, equipment and finished work exceed expectations. Our contractor quality control plan will include the following information and clearly define roles, responsibilities and expectations.

### **Change Orders**

We acknowledge that no change orders will be considered except for changed conditions.

### **Compliance with Applicable Requirements**

The work completed by RDC will be in full compliance with OSHA requirements as well as with NSF-61 and NSF-600. RDC has the in-house capabilities to provide, install, and/or construct welded tank appurtenances including but not limited to welded plates, vents, overflows, access manways, handrail, roof hatches, level indicators, etc.



### **Insurance Coverage**

RDC currently holds insurance with limits to meet all the requirements noted by the Department.

### **Warranty Coverage**

The RDC team will provide 100% warranty coverage of all labor, equipment, materials, and workmanship for the entire duration of the services contract. This warranty will remain in effect throughout the duration of the services contract.

In addition, a quality assurance/quality control plan will be in effect throughout the duration of the services contract that will provide coverage for all inspection and site work provided to the Department. RDC will be fully responsible for the quality of the work provided to the Department.

## RELATED EXPERIENCE

### Long Term Client Satisfaction

With unparalleled water tank experience, RDC has developed long-lasting client relationships throughout northern California and northern Nevada. Our team has built a reputation for minimizing risk and disruption while delivering high-quality projects. RDC has many clients including municipalities and special districts. We pride ourselves in serving as an extension of our client's staff to perform critical inspection services as a coating application expert for steel tanks up to five million gallons. The following projects are examples of long-term client contracts delivering similar services as outlined in the RFP.

#### Tank Inspections, Truckee Meadows Water Authority, NV



##### COSTS

\$50 million



##### DATES

Since 1984

**Project Description:** RDC has provided tank improvements for every welded steel potable water reservoir ranging in size from 100,000 to 4,000,000 gallons. Items of work include interior blasting and recoating, improvements to existing appurtenances and fixtures, electrical conduit and conductor replacement, and lead-containing abatement for certain tanks.

**Reference:** Danny Rotter, (775) 834-8047

**Address:** 1355 Capital Boulevard, Reno, NV 89502

#### Tank Inspections, North Tahoe Public Utility District, CA



##### COSTS

\$10 million



##### DATES

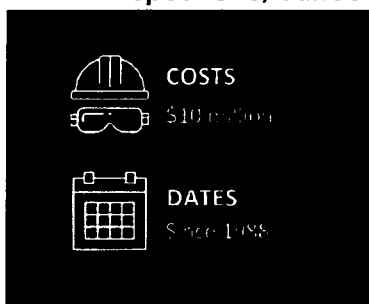
Since 1981

**Project Description:** RDC has provided tank improvements for every welded steel potable water reservoir ranging in size from 100,000 to 1,000,000 gallons. Items of work include interior blasting and recoating, improvements to existing appurtenances and fixtures, electrical conduit and conductor replacement, and lead-containing abatement for certain tanks.

**Reference:** Steve Twomey, (530) 545-3909

**Address:** 875 National Avenue, Tahoe Vista, CA 96148

### Tank Inspections, Tahoe City Public Utility District, CA

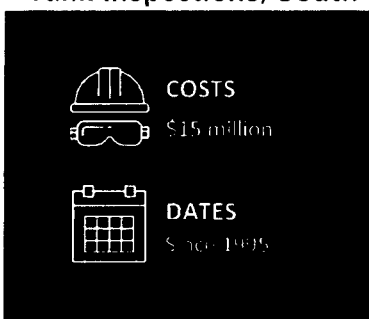


**Project Description:** RDC has provided tank improvements for every welded steel potable water reservoir ranging in size from 50,000 to 750,000 gallons. Items of work include interior blasting and recoating, improvements to existing appurtenances and fixtures, electrical conduit and conductor replacement, and lead-containing abatement for certain tanks.

**Reference:** Tony Laliotis, (530) 580-6053

**Address:** 221 Fairway Drive, Tahoe City, CA 96145

### Tank Inspections, South Tahoe Public Utility District, CA



**Project Description:** RDC has provided tank improvements for every welded steel potable water reservoir ranging in size from 250,000 to 1,500,000 gallons. Items of work include interior blasting and recoating, improvements to existing appurtenances and fixtures, electrical conduit and conductor replacement, and lead-containing abatement for certain tanks.

**Reference:** Steve Caswell, (530) 543-6202

**Address:** 1275 Meadow Crest Dr., South Lake Tahoe, CA 96150

### Tank Inspections, City of Folsom, CA



**Project Description:** RDC has provided tank improvements for every welded steel potable water reservoir ranging in size from 350,000 to 4,000,000 gallons. Items of work include interior blasting and recoating, improvements to existing appurtenances and fixtures, electrical conduit and conductor replacement, and lead-containing abatement for certain tanks.

**Reference:** JP Davis, (530) 400-8781

**Address:** 50 Natomas Street, Folsom, CA 95630

An example of an annual inspection report has been provided in the appendix.



### Past Project Experience

Project Info	Client	Inspection Period	Size	Original Coating Type	Replacement Coating Type	List of Safety Upgrades and Repairs Made
Tank Improvements	Truckee Meadows Water Authority, NV	2017-2018	2.0 MG 250,000 g	Lead based paint	Epoxy/epoxy Epoxy/poly	Replace roof hatch, roof railing & safety cable, new 36" shell accessways. Modify existing ladders.
Tank Improvements	Marin County Water District, CA	2016	1.5 MG	Lead based paint	100% solids zinc/epoxy/poly	Replace roof vents, platform, roof hatches
Tank Improvements	City of Cloverdale, CA	2017	N/A	Epoxy	100% hi-solids polyurethane	N/A
New Welded Steel Tank	City of Folsom, CA	2015	1.0 MG	Epoxy/epoxy epoxy/poly	N/A	New tank erected from the ground up
Tank Improvements	City of Lakeport, CA	2014	1.5 MG	Epoxy/epoxy epoxy/poly	Epoxy/epoxy epoxy/poly	New accessways, exterior access stairs, add roof guardrail, security gate
DeLaveaga Water Tank	City of Santa Cruz, CA	2013	1.0 MG	Lead paint removal	Epoxy/epoxy epoxy/poly	Rehab center vent; replace shell, floor and roof plates
Tank Improvements	Town of Windsor, CA	2018	40'x30'	Epoxy/epoxy epoxy/poly	Epoxy/epoxy epoxy/poly	Replace stair treads, bolts and landing and railing
Tank Recoating	Midway Heights County Water District, CA	2016	140,000 g		Epoxy/poly	Modifications to inlet piping, replace roof hatch





FILED

2022 SEP -1 AM 8:49

STOREY COUNTY CLERK

BY \_\_\_\_\_

August 29, 2022

**Mike Northan**  
**Storey County, NV**  
P.O. Box 435  
Virginia City, Nevada 89440

Dear Mr. Northan,

Thank you for the opportunity to provide a proposal for the **Storey County Water Storage Tank Maintenance Contract 22-04**. We hope that our proposal meets the needs of the county and are looking forward to a long-term relationship going forward.

WE have chosen to provide a proposal that differs from the requirements of the advertisement as we feel that our proposal is more firmly in line with the county's request for a **Full Service Asset Management Program**.

Key differences include:

- Our proposal is perpetual and is built on a one year renewable Evergreen Contract. This is our standard practice as it provide more protection to the county and allows the county the power to cancel the contract as needed in the event that a need to separate is identified.
- Our proposal includes all initial renovations needed to return the welded steel water storage tanks to "like new" condition and includes all future renovations to keep the welded steel water storage tanks in that condition to comply with the GASB 34 requirements.
- We have chosen not to supply a **Bid Bond** as the typical coverage of this type of surety is 120 days. At the request of the county, we can supply a **Payment and Performance Bond** to the county. This type of coverage is in-line with our proposal and would be applied at an additional 2% per annum.

Please review the support and proposal documents. Keith and I will make ourselves available at your convenience to answer any questions that you might have.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "B. Woodring".

Brian Woodring  
Director of Sales



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible direction to staff regarding the Storey County regional fiscal impact analysis study.
- **Recommended motion:** I (commissioner) motion to confirm the direction that staff is taking on the fiscal impact analysis study and to direct staff to proceed accordingly until the draft is completed.
- **Prepared by:** AGENDA\_SUBMITTER

**Department:**                      **Contact Number:** 775-847-0968

- **Staff Summary:** Fiscal analysis pursuant to the 2023 legislative session.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. Bi-State Electric Company Inc. – Contractor / 1617 Freeport Blvd. ~ Sparks, NV
- B. Menichino Construction LLC – Contractor / 3001 Savella Ave. ~ Henderson, NV
- C. Miller Insulation Co., Inc. – Contractor / 3520 E. Century Ave. ~ Bismarck, ND
- D. Ninelives Appliance Repair LLC – Out of County / 460 Scorpio Cir ~ Reno, NV
- E. Solum Construction Corp. – Contractor / 99 W. Arroyo St. ~ Reno, NV
- F. Summit Fire Security – Contractor / 1025 Telegraph St. ~ Reno, NV
- G. Teklus Construction LLC – Contractor / 3855 Warren Way Ste. B ~ Reno, NV
- H. The Electrician – Contractor / 1275 Kleppe Ln. Ste. 14 ~ Sparks, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

**Department:**

**Contact Number:** 7758470966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

# Storey County Community Development

110 Toll Road ~ Gold Hill Divide  
P O Box 526 ~ Virginia City NV 89440



(775) 847-0966 ~ Fax (775) 847-0935  
CommunityDevelopment@storeycounty.org

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

September 12, 2022  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **September 20, 2022**

COMMISSIONERS Consent Agenda:

## **SECOND READINGS:**

- A. Bi-State Electric Company Inc.** – Contractor / 1617 Freeport Blvd. ~ Sparks, NV
- B. Menichino Construction LLC** – Contractor / 3001 Savella Ave. ~ Henderson, NV
- C. Miller Insulation Co., Inc.** – Contractor / 3520 E. Century Ave. ~ Bismarck, ND
- D. Ninelives Appliance Repair LLC** – Out of County / 460 Scorpio Cir ~ Reno, NV
- E. Solum Construction Corp.** – Contractor / 99 W. Arroyo St. ~ Reno, NV
- F. Summit Fire Security** – Contractor / 1025 Telegraph St. ~ Reno, NV
- G. Teklus Construction LLC** – Contractor / 3855 Warren Way Ste. B ~ Reno, NV
- H. The Electrician** – Contractor / 1275 Kleppe Ln. Ste. 14 ~ Sparks, NV

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office



**Storey County Board of County  
Commissioners  
Agenda Action Report**

**Meeting date:** 9/20/2022 10:00 AM -  
BOCC Meeting

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Correspondence

- **Title:** Discussion Only/Not for Possible Action – Correspondence from JPS received at the Commissioners' Office on or about 09/08/22.
- **Recommended motion:** No Action.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 7758470968

- **Staff Summary:** General correspondence from public.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:** \_\_\_\_\_

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

I have sent this missive to all 3007 Counties of the United States of America as well as the Shire towns and historical County Seats of the Abolished counties and towns of the Unorganized Borough . I request that it be placed on the agenda for discussion by the elected officials and citizens of the Counties and if found worthy be included as a referendum in the next election cycle .

Having watched closely for the last 12 years or so the ever widening political divide in our country and the increasing political violence I have come to the conclusion that it is time for a discussion that will lead to a Convention of the Counties then the States . What problem would warrant a discussion that results in a referendum leading to such an unprecedented course of action

It has become evident that the National Democrat party has fully embraced the socio-economic fantasy of Mr Marx and has embarked on a program of societal change that disregards the past and refuses to build on the existing culture and ethos but intends to destroy and replace the norms of the enlightenment with those of the socialist international .

On the other hand it appears as if the Republican Party has taken up the mantle of the Democrat party of JFK while retaining its roots in the abolition of slavery . The contrast could not be more stark . One believes in the primacy of the state and the other in the primacy of the individual . One in the state controlling the means of production and distribution ,the other in the concept of private property and the price discovery of the market . The Government is schizophrenic and unable to govern as the constitution intended as the opposing sides have no common ground anymore .

The government has become a redistributionist kleptocracy stealing and borrowing from one to buy the favors of another at the expense of the Counties and States . The government has over regulated the ability of the citizens of the States and Counties to produce goods and services and create private wealth while devaluing the remaining wealth thru their inflationary fiscal policy .

At this time I see three ways forward .

One , To continue on the current path toward yet another socialist utopia . There are those Counties and States that may fervently wish to trudge that path and as long as it is on their dime and not using the wealth of their neighbor its their choice .

Two , To discuss among the citizens of the Counties and then the States the possible changes to the government that may return some if not all of the liberties that have been legislated away over the last 70 or so years . This can be done through the Article 5 of the constitution via a convention of the States . There is currently an effort under way to do just that The effort is a few states away from fruition . It is limited in scope ,but, is a start in getting the government under fiscal control . There are many other corrections to our constitution that should be discussed on the county level and then after being run through the algorithm of the Citizens of the counties brought to the States in hopes of calling a second convention of the States . What changes could be made to return the ability to create wealth and liberty . What unconstitutional agencies can be eliminated ? What laws can be eliminated , What fiscal policy can be modified or eliminated ? How can we repair the broken chain of custody of our election ballots ? I defer to the wisdom of the citizens of the counties and their elected officials .

Three , The stark divisions may lead some to consider the idea of separation spelled out in the accompanying declaration , yet , Rule 12 says in part that you should do the right thing and not the expedient thing ,low though , the right thing is usually much harder and time consuming. The resulting outcomes though are longer lasting and satisfying as they are generally built on the conventions and rituals that have evolved to guide us in our civil society as well as refreshing our compact to account for the new and innovative ideas

I pray you share this with your Mayors , City Councils , Clerks , Managers Sheriffs , the Tribes and the rest of the elected county officials and most important The Citizens .

Yours , Jueswi Person Specul

## A Declaration of Secession

As the political and ideological divisions in our country are growing ever wider and irreparable with each passing day with no indications of either political party wishing or able to work toward a lasting remedy . As the Democrat Party by all appearances has embraced socialism with all its horrors and has declared its intention to impose its totalitarian single party rule on the Intire country . As the Republican party dose not seem to realize that there is a problem or if so ,wish to confront it .

Therefor In the lifetime of a republic there comes time for introspection to determine the course forward and to delineate the reasons that may require a secession and creation of a new government entity to better represent the citizens and secure their liberty . We list the following concerns that do not seem to have solutions for consideration .

The government has indebted its self and thereby us to an unsustainable or repayable level with no indication of any remedy or restraint now or in the future .

The government has instituted a punitive tax code that rewards the non productive at the expense of the productive and innovative when just alternative systems are readily available .

The government has refused to limit the terms the members of both the house and the senate thereby creating a class or professional political aristocrats working for their interests and not the citizens

The government has removed religion from the citizens business thereby making its self a deity and thereby alienating a majority of the citizens

The government has refused to investigate wide spread election fraud ignoring or refusing to litigate the facts on technicalities thereby alienating 50 percent of the electorate . This has called into question the legitimacy of not only this election but all future elections .

The government has refused to enforce the immigration laws and has encouraged the illegal migration of the poor , desperate and criminal citizens of failed socialist counties of the world with the intent of changing the cultural ethos of our country . This is being done for purely political purposes to create a single party , totalitarian government in which to subjugate the citizens .

The government has usurped the powers of the many states violating the tenth amendment on numerous occasions and stealing the wealth of the citizens of the states for political advancement of a socialist ideology . The states were and should to be independent of the federal government except for maters of defense and interstate commerce and foreign policy .

The government desires to disarm the citizens for the purpose of single party subjugation of the citizens instead of encouraging the owner ship of firearms for personal protection and a bulwark against totalitarian tyranny as the second amendment states and implies

The government has begun to spy on its citizens without warrant and to falsely redefine the citizens as terrorists for the purpose of political investigation and intimidation .

The government has adopted radical interpretations of mental illness and embarked on a program of indoctrination to convince the citizens that millions of years of evolution and thousands of years of culture should be disregarded and to submit their children to the vivisectionists knife .

Over



The government has usurped the states and county responsibility and duty to educate the children of the citizens and demanded the inclusion of anti American and anti western programs or suffer the loss of funding that should have stayed with the states and counties

The government has instituted policies and entered into agreements that discourage and restrict private industry and the creation of private wealth forcing employment to foreign shores and our citizens into poverty

These are more than idle complaints but are the issues that many in the government wish to implement , others ignore and refuse to acknowledge and few have called our attention to .

There is a problem that needs to be addressed !

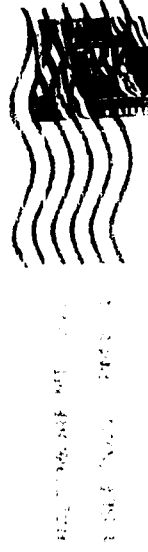
As the populations of the many states and counties exceed the populations of the original colonies it seems that the sheer numbers and diversity of the citizens have overwhelmed the capacity of the existing federal government and allowed an unresponsive self-aggrandizing government to evolve . As the existing federal government has incrementally usurped the responsibilities and duties of the states and counties and surreptitiously created a dependent class that cries for more and then more that can no longer be supported by the citizens . As the numbers , and a lack of political will do not allow for a constitutional convention or the necessary amendments It becomes obvious that a secession of the states and counties that do not wish to become entangled in another failed socialists experiment and wish to re-empower , improve and refresh the constitution as well as reestablishing the dominance of the individual in their relationship with the government is called for .

What form the new covenant takes is open to debate but it is hoped that it will include refreshed constitution and the predominance of the counties to act as a bulwark against an over bearing federal institution . As the populations of the counties and states would rather be citizens than subjects some changes to the existing power structure must take place to guarantee their liberty and prosperity .

So .There are some minor changes that should be discussed in the interest of maintaining balance in a new covenant . Electors for a federal executive should be chosen by the counties . Election districts should be confined to the counties . State and federal representatives are to be chosen by the citizens of the counties . State Senators should be chosen by the county council and any candidates for federal senators by the state representatives . The terms of the state and federal senators and representatives shall be limited .

Our time is short as a free people please act and demand a convention to enact this declaration

#1052  
6505



Storey County  
Board of Commissioners  
PO Box 176 , 26 S. B St.  
Virginia City NV 89440

89440-017676



## Storey County Board of County Commissioners Agenda Action Report

Meeting date: 9/20/2022 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Correspondence/Not For Possible Action: Response Letter to the Nevada CCB.
- **Recommended motion:** No Action.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 7758470968

- **Staff Summary:** Correspondence.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse  
26 South "B" Street  
P.O. Box 176 Virginia City, Nevada 89440  
Phone: 775.847.0968 - Fax: 775.847.0949  
[commissioners@storeycounty.org](mailto:commissioners@storeycounty.org)

*Jay Carmona, Chair*  
*Clay Mitchell, Vice-Chair*  
*Lance Gilman, Commissioner*

*Austin Osborne, County Manager*

September 8, 2022

Via: Email and USPS Mail

Nevada Cannabis Compliance Board  
700 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119

Re: Response to CCB Request for Intent on Cannabis Consumption Lounges

Michael Miles and Board of Directors:

On or about 09/01/22, Storey County received from the Cannabis Compliance Board (CCB) the attached letter and form requesting the county's intent to modify county code prohibitions and/or provide for the licensing of cannabis consumption lounges in Storey County during the 2022 licensing period. Thank you, Mr. Miles, for speaking with me about the two documents and how the county may appropriately respond.

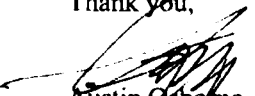
Please accept the following as Storey County's response to the CCB's requests.

1. **Letter Regarding Potential Code Amendment to County Prohibition** – On said date, Storey County received from the CCB the attached letter requesting the county's intent to amend Storey County Code 05.10.020 prohibiting cannabis consumption lounges. Storey County will consider such amendments after conducting thorough research on whether such action is appropriate. We will also participate with legislative leadership and committees about this matter during the 2023 legislative session.
2. **Form Requesting Intent to License Uses** – On said date, Storey County received from the CCB the attached form asking if the county "will" or "will not" consider issuing cannabis consumption lounge licenses during the CCB's 2022 licensing period. You stated during our call that the end of the "2022 license period" is subject to legislative action in the 2023 legislative session. The county does not intend to issue licenses for cannabis consumption lounges during this estimated period. However, the position of the county may change after research and engagement with legislative leadership during the 2023 legislative session.

The actions of the county described above are subject to consideration and action of the Board of Storey County Commissioners. We appreciate you allowing Storey County to be part of this conversation with CCB staff and board, and with legislative leadership about cannabis consumption lounges.

Please contact us anytime with questions.

Thank you,

  
Austin Osborne  
Storey County Manager

Enc.: September 1, 2022, CCB Request Letter and Form to Storey County

C.c.: Storey County Commissioners  
Storey County District Attorney's Office

**CANNABIS COMPLIANCE BOARD  
STATE OF NEVADA**



STEVE SISOLAK  
*Governor*

ccb.nv.gov  
CARSON CITY OFFICE  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

LAS VEGAS OFFICE  
700 East Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119

HON. MICHAEL DOUGLAS  
*Chair*

TYLER KLIMAS  
*Executive Director*

September 1, 2022

Storey County

*Via Certified Mail : 7019 2280 0002 0378 6287,  
First Class-U.S. Mail, and email*

**Storey County District Attorney**  
Keith Lloyd Loomis Esq., &  
Anne M. Langer Esq.  
201 South C Street,  
Virginia City, NV 89521  
kloomis@storeycounty.org  
slda@storeycounty.org

*Via Certified Mail : 7019 2280 0002 0378 6270,  
First Class-U.S. Mail, and email*

**Storey County, Board of County Commissioners**  
c/o Austin Osborne, County Manager  
26 South B Street,  
Virginia City, NV 89440  
aosborne@storeycounty.org

Dear Mr. Loomis, Ms. Langer, & The Storey County, Board of County Commissioners:

This correspondence is in follow up to prior correspondence the Cannabis Compliance Board (the "CCB"), sent to Storey County's County Manager, Austin Osborne, dated September 15, 2021, regarding Assembly Bill ("AB") 341, which authorized the CCB to license cannabis consumption lounges in Nevada.

It has been brought to the CCB's attention that, as of the date of this correspondence, the Storey County Code provides the following:

**5.10.020 - Cannabis establishment license required.**

It is unlawful for any person to operate a cannabis establishment in Storey County without first obtaining a cannabis establishment license to operate pursuant to the requirements of this chapter. A separate application and the board approval of a cannabis business license is required for each cannabis establishment. A cannabis establishment license that is issued to a cannabis establishment under the provisions of this title is a revocable privilege and the holder of such a license does not acquire any vested right.

The consumption of cannabis products is prohibited on the premises of any cannabis establishment. **Cannabis lounges are also expressly prohibited.**

(Ord. No. 21-318, § I, 8-17-2021)

(emphasis added)

As noted above, in 2021, the Nevada Legislature passed AB 341, authorizing the CCB to license cannabis consumption lounges in Nevada. *See* NRS 678B.322-328 & NRS 678D.455-480.

Please be advised that given the above prohibition of cannabis lounges in Storey County, the CCB will remove Storey County as an available location in the application for this initial 2022 cannabis consumption lounge licensing round.

Storey County  
September 1, 2022  
Page 2 of 3

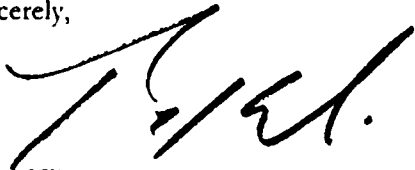
If Storey County intends to amend the above quoted provisions, please provide written confirmation by executing and returning the attached Response Form by **Friday, September 9, 2022**. The CCB requests that a representative of Storey County with the requisite authority to bind Storey County executes the Response Form and email the executed Response Form to [CCBConsumptionLounge@ccb.nv.gov](mailto:CCBConsumptionLounge@ccb.nv.gov) by **Friday, September 9, 2022**.

Absent the receipt of the executed Response Form by **Friday, September 9, 2022**, as noted above, the CCB will remove Storey County as an available location in the application for this initial 2022 cannabis consumption lounge licensing round.

Please be advised that this correspondence and the executed Response Form will be public documents and shall be published on the CCB's website for the sake of clarity and transparency.

Thank you for your attention to this matter, and please do not hesitate to contact me directly at (702) 486-0606, or by email at [tklimas@ccb.nv.gov](mailto:tklimas@ccb.nv.gov) with any questions.

Sincerely,



Tyler Klimas  
Executive Director  
Nevada Cannabis Compliance Board

CC:

Jay Carmona, Commission Chair  
[jcarmona@storeycounty.org](mailto:jcarmona@storeycounty.org)

**Storey County District Attorney**  
Keith Lloyd Loomis Esq., &  
Anne M. Langer Esq.  
201 South C Street,  
P.O. Box 496,  
Virginia City, NV 89521

**Storey County, Board of County Commissioners**  
c/o Austin Osborne, County Manager  
26 S. B St.  
P.O. Box 176  
Virginia City, NV 89440

Attachments:

**Response Form For Storey County For The CCB's 2022 Cannabis Consumption Lounge Licensing Round**

**Response Form For Storey County For The CCB's 2022 Cannabis Consumption Lounge Licensing Round**

It is the intent of Storey County that, regarding the 2022 cannabis consumption lounge licensing round **only**:

- ☐ it **will not** issue cannabis consumption lounge business licenses in its jurisdiction based on either the provisions in the Storey County Code as of the date this form was executed and/or any future amendments or revisions to the Storey County Code.
- ☐ it **will** issue cannabis consumption lounge business licenses in its jurisdiction, and the Storey County Code will be amended or revised to reflect that intent.

This form reflects Storey County's intent to participate or opt out of the Cannabis Compliance Board's (the "CCB") 2022 cannabis consumption lounge licensing round **only**. This form will not bind nor exclude Storey County as a participating jurisdiction in any future cannabis establishment licensing rounds held by the CCB.

By executing this form, I affirm and attest I have the requisite legal authority to bind Storey County regarding the above matter.

Title

(printed name)

Signature

Date