

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, Nevada 89423

Meeting Agenda

John Bellona, Secretary, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Director, District 3
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Tod F. Carlini, District Fire Chief

Holly Megee, Board Clerk

Tuesday, January 16, 2024

1:00 PM Board Meeting

To attend virtually-Contact Holly Megee
In person-1694 County Road, Minden

MISSION STATEMENT

“Serving the Fire and Life Safety Needs of Our Community”

East Fork Fire Protection District will be conducting its meeting in person and electronically. The public is welcome to attend the meeting virtually or in person at the East Fork Fire Protection District Office located at 1694 County Road, Minden, NV. If you would like to view the East Fork Fire Protection District Board meeting, please contact Holly Megee prior to the day of the meeting at 775-782-9040 or hmegee@eastforkfire.org for details on how to log into the meeting.

Public comment will be accepted prior to the East Fork Fire Protection District Board meeting through either the email address provided below or by setting up a phone appointment with the East Fork Fire Protection District Office up until the day before the East Fork Fire Protection District Board meeting.

- Blank public comment forms will be available at the East Fork Fire Protection District Office (1694 County Road, Minden, Nevada) and completed forms may also be left at the same location.
- Written public comments may also be emailed to hmegee@eastforkfire.org. All public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials.
- All written public comments received prior to 4:00 PM the day before the Board meeting will be compiled and will be added as supplemental material for the East Fork Fire Protection District Board and the public to review prior to the meeting.
- Any written public comment received the day of the East Fork Fire Protection District Board meeting will be compiled and added as supplemental materials to the East Fork Fire District’s website and distributed to the East Fork Fire Protection District Board within 24 hours after the meeting.

Members of the public may call Holly Megee at 775-782-9040 to obtain help making public comment using the public comment methods.

Copies of the finalized agenda are posted at the following locations prior to meeting day: East Fork Protection District Administrative Office, Gardnerville Post Office, Minden Post Office, Minden Library, and Douglas County Administration Building. Members of the public may request an electronic copy of the

agenda or supporting materials by contacting Holly Megee at hmegee@eastforkfire.org. An electronic copy of the agenda and supporting materials are available at the following website:

- East Fork Fire website: <https://eastforkfire.org/>

Agenda items may be taken out of order, may be combined for consideration, or may be removed from the agenda at any time. All items designated “for possible action” shall include discussion and possible action to approve, modify, deny, take “no action,” or continue the item.

It is the intent of the East Fork Fire Protection District Board to protect the dignity of citizens who wish to comment before the Board. It is also the desire of the East Fork Fire Protection District Board to provide the citizens with an environment that upholds the highest professional standards. Citizens should have the ability to freely comment on items and/or projects that are brought before the East Fork Fire Protection District Board for action without interference.

Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations are requested to notify Holly Megee in writing at 1694 County Road, Minden, Nevada 89423 or by calling 775-782-9040 at least 20 hours in advance.

EAST FORK FIRE PROTECTION DISTRICT
1694 COUNTY ROAD
MINDEN, NEVADA
FINAL AGENDA
January 16, 2024

BOARD MEETING

1:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE – John Bellona

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those matters that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors but are not on the agenda for this meeting or those agenda items where public comment will not be taken as a public hearing is not legally required as where an item is for presentation only.

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the East Fork Fire Protection District Board of Directors will take action on, please make your comments when the item is considered and is opened for public comment.

For members of the public not able to be present when an item on the agenda is heard, Speaker/Comment Cards are available in the Lobby at the entrance to the

meeting room. These cards should be completed and given to the District Fire Chief or designee.

ADMINISTRATIVE AGENDA

The Administrative Calendar will be handled as follows:

- (1.) The President will read the agenda title into the public record.
- (2.) Staff will introduce the item and provide a report, if any.
- (3.) The applicant, if any, will have an opportunity to address the Board.
- (4.) The Board will then discuss the item.
- (5.) Once the Board has concluded their discussion, public comment will be allowed and is limited to three minutes per speaker.
- (6.) Once public comment is completed, the Board will then ask any follow-up questions and take action.

On agenda items that are listed as a “presentation” with no action listed, public comment is not legally required and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

- 1. For Possible Action.** Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.
- 2. For Possible Action.** Discussion and possible action on the election of the East Fork Fire Protection District Board President. (Jacques Etchegoyhen, President) 5 minutes.
- 3. For Possible Action.** Discussion and possible action on the election of the East Fork Fire Protection District Board Secretary. (President) 5 minutes.

APPROVAL OF PREVIOUS MINUTES

- 4. For Possible Action.** Discussion and possible action to approve the draft meeting minutes of the December 19, 2023, meeting of the East Fork Fire Protection District Board of Directors. (President) 5 minutes.

CONSENT CALENDAR

5. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless separate consideration is requested by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they

are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar Items A-F

FINANCE

- A. For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of December 31, 2023. (Tod F. Carlini, District Fire Chief)
- B. For Possible Action.** Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)
- C. For Possible Action.** Discussion and possible action to approve payroll expenses paid in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)
- D. For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)
- E. For Possible Action.** Discussion and possible action to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of November 2023 in the amount of \$23,768.63. (Tod F. Carlini, District Fire Chief)
- F. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of October 2023. (Tod F. Carlini, District Fire Chief)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION IF ANY

- 6. For Possible Action.** Discussion and possible action on the second reading of the administrative modifications to Resolution 2022R-007, creating Resolution 2023R-011, adopting the *2018 International Fire Code* and all model codes, with the exception of the *2018 International Wildland Urban Interface Code*, as adopted by the Nevada State Fire Marshal's Division through its enactment of NAC 477, and as amended by the District. This is the second reading. (Amy Ray, Deputy Fire Chief/Fire Marshal) 20 minutes.
- 7. For Possible Action.** Discussion and possible action on the second reading of the administrative modifications to Resolution 2023R-001, creating Resolution 2023R-012, amendments to the *2018 International Wildland Urban Interface Code. (IWUIC)*. This is the second reading. (Amy Ray, Deputy Fire Chief/Fire Marshal) 20 minutes.

- 8. For Possible Action.** Discussion and possible action to approve a five-year contract with Verizon Wireless to place a cellular phone tower and associated equipment building located at Fire Station 6 on Stephanie Way, for a one-time payment of \$65,000, pending Verizon's required permitting and approvals by Douglas County. (Larry Goss, Deputy Chief/Training and Safety) 15 minutes.
- 9. For Possible Action.** Discussion and possible action to approve a five-year contract with Verizon Wireless to place a cellular phone tower and associated equipment building located at Fire Station 14 on County Road in Minden, for a one-time payment of \$80,000, pending Verizon's required permitting and approvals by Douglas County and/or the Town of Minden. (Larry Goss, Deputy Chief/Training and Safety) 15 minutes.
- 10. For Presentation Only.** Presentation and demonstration of the First Due software program. (Troy Valenzuela, Battalion Chief) 20 minutes.
- 11. For Presentation Only.** Presentation on the 2024/2025 Budget Schedule. (Tod F. Carlini, District Fire Chief) 15 minutes.
- 12. For Presentation Only.** Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.
- 13. For Presentation Only.** Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.
- 14. For Presentation Only.** Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (President) 10 minutes.

CLOSING PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment has not already been taken.
(President)

- 15. For Possible Action.** Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (President) 5 minutes.

ADJOURNMENT

THE TIMING FOR AGENDA ITEMS IS APPROXIMATE UNLESS OTHERWISE INDICATED AS A TIME SPECIFIC ITEM. ITEMS MAY BE CONSIDERED AHEAD OF OR AFTER THE SCHEDULE INDICATED BY THIS AGENDA.

DRAFT

The Board Meeting of the East Fork Fire Protection District Board was held on Tuesday, December 19, 2023, in-person and virtually, beginning at 1:00 PM.

East Fork Fire Protection District Board Present:

John Bellona, Secretary, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Director, District 3,
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Staff present:

Tod F. Carlini, District Fire Chief
Larry Goss, Deputy Chief of/Training and Safety
Amy Ray, Deputy Chief/Fire Marshal
Scott Gorgon, Deputy Chief/Operations, Absent
Mark Forsberg, District Legal Counsel
Lisa Owen, Director of Administrative Services
Kathy Lewis, CPA, CFO/Director of Finance
Tom Hein, Executive Program Manager
Holly Megee, Clerk to the Board

Additional attendees that addressed the Board:

Adam Wennhold, East Fork Fire Engineer
Kevin May, President for East Fork Fire Professional Firefighters
Elaine Pace, East Fork Fire Volunteer Liaison
Tom Dallaire, Douglas County Community Development Director
Bob Grissom, Station 9 Volunteer

CALL TO ORDER

President Jacques Etchegoyhen

INITIAL MEETING BUSINESS

PLEDGE OF ALLEGIANCE

Director Mike Sommers led the Pledge of Allegiance

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment will not be taken as a public hearing is not legally required.

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the East Fork Fire Protection District Board of Directors will act on, please

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MEETING OF DECEMBER 19, 2023**

make your comments when the item is considered and is opened for public comment.

For members of the public not able to be present when an item on the agenda is heard, Speaker/Comment Cards are available in the Lobby at the entrance to the meeting room. These cards should be completed and given to the District Fire Chief or designee.

President Jacques Etchegoyhen opened public comment.

Engineer Micah Triplett read a letter he wrote thanking the District for his many years of service and recognizing several individuals for their leadership, help and the encouragement they provided to him during his tenure. He expressed his disappointment at having to retire early due to an injury but acknowledged and thanked the Board for changing to 7710 for the District's Worker's Compensation. He wished it would have been in place when he was injured.

There was no further public comment.

Public comment closed.

ADMINISTRATIVE AGENDA

The Administrative Calendar handled as follows:

1. The President will read the agenda title into the public record.
2. Staff will introduce the item and provide a report, if any.
3. The applicant, if any, will have an opportunity to address the Board.
4. The Board will then discuss the item. Once the Board has concluded their discussion, public comment will be allowed.
5. Public comment will be allowed and is limited to three minutes per speaker.
6. Once public comment is completed, the Board will then ask any follow-up questions and act.

Agenda items listed as a "presentation" with no action listed, public comment is not legally required, and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

1. For Possible Action. Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.

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MEETING OF DECEMBER 19, 2023**

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the meeting agenda for December 19, 2023.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Discussion and possible action to approve the draft meeting minutes of the November 21, 2023, meeting of the East Fork Fire Protection District Board of Directors. (Jacques Etchegoyhen, President) 5 minutes.

Director Mike Sommers sent Board Clerk Holly Megee a correction on page 12, seventh paragraph down: The correct word should read subrogation not segregation.

Board Clerk Megee stated the correction has been made.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the minutes of the November 21, 2023, meeting with the noted correction.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Barbara Griffin
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 19, 2023**

3. For Possible Action. Discussion and possible action regarding Proclamation 2023P-08 recognizing Robert Grissom for his 40 years of volunteer service and participation with the East Fork Fire Protection District and Fish Springs Volunteer Department. (Tod F. Carlini, District Fire Chief) 10 minutes.

District Fire Chief Tod Carlini stated this proclamation is recognizing Bob Grissom for his 40 years of volunteer service.

President Jacques Etchegoyhen read Proclamation 2023P-08 recognizing Bob Grissom on his 40 years of dedicated volunteer service with East Fork Fire Protection District.

President Jacques Etchegoyhen opened public comment.

Station 9 Manager Elaine Pace stated Bob was a volunteer before she became a volunteer. There are many stories that could be shared. They fought many fires together in the past because the department consisted of only volunteers. He is known as "BOB" Bob because he is very precise, gets to the point, takes care of the District's facility, and is loved by all.

District Fire Chief Carlini shared a story from 27 years ago when he was instructing a training with the volunteers. He thanked Bob for his many years of service and for his continuing role in a support position and a member of CERT. Bob continues to do things for his community. District Fire Chief Carlini congratulated Mr. Grissom on his 40 years.

Bob Grissom shared many memories of the last 40 years as a volunteer with the District.

There was no further public comment.

Public comment closed.

President Etchegoyhen thanked Mr. Grissom for his 40 years of volunteer service.

MOTION to approve Proclamation 2023P-08 recognizing Robert Grissom for his 40 years of volunteer service and participation with the East Fork Fire Protection District and Fish Springs Volunteer Fire Department.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 19, 2023**

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

CONSENT CALENDAR

4. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda or may be continued until another meeting. (Jacques Etchegoyhen, President) 5 minutes.

President Jacques Etchegoyhen explained these items can be adopted with one motion, unless an item is pulled by a District Director, staff, or a member of the public.

- a. For Possible Action.** Discussion to accept the report on general ledger cash balances as of November 30, 2023. (Kathy Lewis, CPA, CFO/Director of Finance)
- b. For Possible Action.** Discussion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in November 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- c. For Possible Action.** Discussion to approve payroll expense paid in November 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- d. For Possible Action.** Discussion to approve the Procurement Card Transactions paid in November 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- e. For Possible Action.** Discussion to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of October 2023 in the amount of \$41,233.30. (Kathy Lewis, CPA, CFO/Director of Finance)

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 19, 2023**

- f. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of September 2023. (Kathy Lewis, CPA, CFO/Director of Finance)

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve Consent Calendar items 4 a, b, c, d, e & f.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

Director Mike Sommers asked Director of Finance Kathy Lewis who will prepare the consent items moving forward.

Director of Finance Lewis stated employees from ambulance billing, accounts payable and payroll have been preparing the reports and will continue preparing the reports, moving forward.

5. For Presentation Only. Initial presentation on the administrative modifications to Resolution 2022R-007, creating Resolution 2023R-011, adopting the 2018 International Fire Code and all model codes, with the exception of the 2018 International Wildland Urban Interface Code, as adopted by the Nevada State Fire Marshal’s Division through its enactment of NAC 477, and as amended by the District - “First Reading”. (Amy Ray, Deputy Fire Chief/Fire Marshal) 20 minutes.

Deputy Chief Amy Ray stated 2022R-007 has been in place for approximately one year since it was implemented at the same time as the District adopted the International Fire Code. The District has been working closely the past several months with Douglas County Community Development, as they are preparing to amend Title 20, Appendix B, which is where some of the amendments to the fire and building code can be located. A few administrative changes have been made to 2022R-007 so the District language aligns with the proposed language of Douglas County. This will allow for both agencies to have similar code language, which will be easier for the development community.

Deputy Chief Ray outlined some of the changes:

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- Formatting
- Removing total square footage requirement and changing to living space or livable space
- Instead of the fire sprinkler requirement, there will be a requirement for a fire wall separation between the residence and attached garage (for new construction)
- Removed the amendments to the International Wildland Urban Interface Code because the District has a separate document for this
- Removed the amendments to the International Building Code
- Removed some of the County language that was in the original document because it will be changed

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

President Etchegoyhen thanked Tom Dallaire for attending the meeting.

Director Mike Sommers confirmed by removing total square feet and adding living or livable space, that eliminates the calculation of an attached garage.

Deputy Chief Ray stated that is correct.

Director Sommers confirmed a garage is not part of the square footage.

Deputy Chief Ray stated that is correct. The calculation would consist of the living space. A firewall will need to be installed between the residence and the garage for an extra level of protection.

Director Sommers asked if that satisfies the issues of an ingress and egress of a door.

Deputy Chief Ray stated yes, it will have to be a fire rated door.

Director Sommers asked what the guidelines are for an existing residence wanting to add a garage attached to an existing structure.

Deputy Chief Ray stated if livable space is added making the square footage 5,000 square feet or greater, then it will require the retrofit of a sprinkler system, which then includes the garage.

Director Sommers stated when referring to all new structures, that eliminates additions to existing structures.

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Deputy Chief Ray stated any additions to a residence that increases the livable space to greater than 5,000 square feet will require a sprinkler system.

Director Sommers asked if that definition should be included.

Deputy Chief Ray stated it's not necessary.

President Etchegoyhen opened public comment for a second time.

There was no public comment.

Public comment closed.

District Fire Chief Tod Carlini stated there has been a tremendous effort between Prevention, Community Development and Douglas County. He recognized Tim Davis, Chief Building Inspector. He stated all parties are in support of what the Board is doing. The County needs a resolution number to include in their document as they modify their ordinance. Legal Counsel Mark Forsberg has directed Administration and the Board to follow the same process. For Douglas County to bring their process forward, which is scheduled in February and March, they need an ordinance or regulation number by resolution to apply to their ordinance. The goal is to get both District regulation and Douglas County ordinance on the same page specific to the impact it has on development and building community. There is currently conflict on how Douglas County has their ordinance compared to East Fork Fire's regulation. In some instances, the County has a requirement to address livable space. This has been a tremendous effort and taken a lot of time. This is set to be implemented April 1, 2024.

Tom Dallaire, Douglas County Community Development Director, stated this has been a long road. It is complicated and a lot of effort has gone into looking at Title 20.800 to clean it up. There have been modifications to the Building Code in Title 20 that weren't in Appendix B, where all modifications should be. Douglas County addressed the Northern Nevada amendments on the building size and incorporated those into Appendix B. Anything that was amended will be modified and cleaned up. Mr. Dallaire expressed his appreciation for Deputy Chief Ray, Inspector Patrick Mooneyhan and District Fire Chief Carlini's time. He said it has been a learning experience.

Director Sommers asked how things will be moving forward in terms of the fluid flow of applications and construction.

Tom Dallaire believes this will help the contractors to know what they need to do, and the language will be consistent.

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District Fire Chief Carlini stated a memorandum of understanding will go along with this. It will define the responsibilities and separate who will be responsible for what.

Director Barbara Griffin asked if all departments must sign off before a certificate of occupancy is issued.

Deputy Chief Ray stated that is taking place now. This will make it consistent before both codes. Contractors will know what is expected.

President Etchegoyhen thanked all involved for their time and effort spent on this.

Director Sommers stated he believes there is a common goal of life safety and property protection.

Director Sommers asked if this gets read into record next month.

Deputy Chief Ray stated yes and that will be the final reading.

Fire Inspector Patrick Mooneyhan stated there has been open communication between all departments.

6. For Presentation Only. Initial presentation on the administrative modifications to Resolution 2023R-001, creating Resolution 2023R-012, amendments to the 2018 International Wildland Urban Interface Code (IWUI) – “First Reading”. (Amy Ray, Deputy Fire Chief/Fire Marshal) 20 minutes.

Deputy Chief Amy Ray stated all amendments to the Wildland Interface Code, that included State Fire Marshal’s amendments and the District’s amendments that were previously brought before the Board, were put into one single Wildland Urban Interface Code document instead of having the WUI in both documents.

Director Mike Sommers confirmed the merger of the two documents was just a consolidation without changing any of the requirements.

Deputy Chief Ray stated that is correct, nothing changed.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
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7. For Possible Action. Discussion and possible action on the adoption of Resolution 2023R-010, which augments the fiscal year 2023-2024 budget for \$4,411,542 to the General Fund and \$9,043 to the Emergency Fund in order to appropriate and amend the opening fund balance based on prior year audit results and previously unbudgeted resources. (Tod F. Carlini, District Fire Chief and Kathy Lewis, CPA, CFO/Director of Finance) 30 minutes.

District Fire Chief Tod Carlini stated he will turn the discussion over to Director of Finance Kathy Lewis but first wanted to clarify that most of the funds being augmented are from the borrowed money previously approved by the Board.

Director of Finance Lewis stated the \$3,000,000 of the \$4,000,000 is the bond money and another \$1,000,000 is fire billings from last summer. That is most of the funds. After the audit, at the end of the fiscal year, there were funds of \$483,000 more than anticipated. There was an additional \$300,000 being brought forward from Insurance funds because of the March weather event received last fiscal year. The work is being done this fiscal year. The actual was very close to budget.

Director of Finance Lewis outlined the augment adjustments below:

- Intergovernmental (GEMT) revenue was budgeted more than anticipated
- Charges for services consist mostly of fire revenue. Ambulance revenue reduced
- Increased interest revenue
- Other financing is the recent bond loan
- Salary and wages are mainly overtime spent on off-district fires
- Adjusted workers compensation to the anticipated amount that will be spent this year
- Adjusted employee benefits-health insurance
- Fire suppression services and supplies includes fire billing, hotel, gas, etc.
- Fuels reduction program-most is from fire billings and Workers Compensation
- Debt service-budgeted for the loan payments. First payment is all interest

Director Mike Sommers asked if the interest payments are quarterly or semi-annually?

Director of Finance Lewis stated the payments are semi-annually.

President Etchegoyhen opened public comment.

There was no public comment.

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Public comment closed.

MOTION to adopt Resolution 2023R-010, augmentation of the fiscal year 2023-2024 budget to incorporate increased revenues responsible by the funding of the bond proceeds and billings to other agencies for fire suppression support and the overall expenditures that went directly to increased revenues.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Bernard Curtis
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

8. For Possible Action. Discussion and possible action to allow the District’s Administration to extend the services of SMG Fire Consulting Group of Carson City, Nevada, to provide an individual to serve as an interim Deputy Fire Chief of Operations for an additional six month period at a cost not to exceed \$83,439 and to allow a month-by month extension after the first six month period at a monthly cost not to exceed \$13,907 per month and to authorize the District Fire Chief to execute all the necessary documents and contracts. (Tod F. Carlini, District Fire Chief) 15 minutes.

District Fire Chief Tod Carlini stated this request is to extend the contract with SMG Fire Consulting, Scott Gorgon, for 6 months and then month-by-month after the 6 months throughout the calendar year 2024. The goal would be to fill the position with a full-time employee, moving the District forward and away from a consultant. Having Deputy Chief Gorgon has been successful.

Director Mike Sommers asked Legal Counsel Forsberg why all documents are signed by an individual and not the consulting company SMG, LLC with its member or managing member attesting to it. In the affidavit it states, “I’m a sole provider”.

Legal Counsel Forsberg stated it’s only him.

Director Sommers stated Deputy Chief Gorgon is an agent of SMG, which is the contractor for the District.

Legal Counsel Forberg agreed he is an agent of the LLC.

Director Sommers asked why the LLC wouldn’t be the responsible party with Deputy Chief Gorgon as the acting manager member or member?

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Legal Counsel Forsberg stated that is a good point. He is acting on behalf of LLC. He stated it would be appropriate to make that request when making the motion.

Director Sommers stated he would feel better legally to protect the District.

Director Barbara Griffin stated she has concerns. The contract will be extended for 6 months, then month-to-month. During that time, the District will start the recruiting process to fill the position.

District Fire Chief Carlini stated that is not correct. The goal would be to start recruitment in March and allow a transition period to occur.

Director Griffin stated her concern is, Deputy Chief of Operations is a key position and with the planned retirement of District Fire Chief Carlini at the end of 2024, the District will be searching for a Deputy Chief of Operations and District Fire Chief. The probation for the Deputy Chief of Operations will be under District Fire Chief Carlini and the new Fire Chief when chosen. She is concerned with the timing.

Director Sommers stated he agrees with Director Griffin but does not feel this is the appropriate agenda item to discuss that process. He stated this agenda item is whether the Board approves the contract for SMG Consulting, Scott Gorgon. He feels the process of what happens in the future will need to be a separate discussion because there needs to be a lot of planning in bringing that forward.

Director Griffin stated that is her primary concern. The reason for expressing her concerns is this extension should be approved for 1 year instead of 6 months.

Director Sommers stated he feels the opposite. This should be approved on a month-to-month basis to allow the District to move forward with the planning of the recruitment for the 2 positions. He feels it gives the District freedom by having a month-to-month instead of 6-month contract.

Director Griffin stated she doesn't want to lose a key person.

Director Bernard Curtis stated why don't we tell District Fire Chief Carlini he can't retire.

Everyone laughed.

Secretary John Bellona feels it might be best if the Deputy Chief is appointed by the new Fire Chief. What happens if a Deputy Chief is hired, works under the current Fire Chief and then when the new Fire Chief is selected, the two don't get along. There can be a conflict between the two positions. He feels up

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until Deputy Chief Gorgon, District Fire Chief Carlini's choices for Deputy Chief of Operations was not good. There is a lot to be looked at in the next 12 months.

Director Sommers currently feels the best option is a month-to-month contract, so the District has flexibility.

President Etchegoyhen stated he could go either way. Month-to-month gives a little more flexibility and feels Deputy Chief Gorgon has done a great job.

Director Sommers stated he would like to make a motion to amend this contract.

Director Griffin asked Director Sommers to hold on, because he would like to move ahead with a month-to-month contract, and she would like a 1-year contract. She would like Deputy Chief Gorgon's opinion on this. There is a lot to discuss before decisions are made.

Legal Counsel Forsberg stated this was drafted per the direction the Board gave the Administration to limit Deputy Chief Gorgon's tenure with East Fork Fire. He believes the direction was followed and the terms of the contract were amended so that it could be terminated in less than a year.

Director Griffin stated that is not the direction she intended to give.

Secretary Bellona stated Deputy Chief Gorgon has moved his family to the area, he is not going anywhere.

Director Curtis stated the Board needs to get back to the terms being discussed for this agenda item.

Legal Counsel Forsberg stated it is a contract. The Board can request a change of the terms, but it must be agreed to between all parties.

Director Sommers asked if it can be discussed with Deputy Chief Gorgon now.

Deputy Chief Gorgon was not available for comment.

Director Sommers stated he feels not having a month-to-month contract locks the District in for a more than intended time. As far as the individual, he does not feel the services Deputy Chief Gorgon provides to the District will change.

Director Griffin stated she is happy with the services Deputy Chief Gorgon provides and doesn't want him to leave.

President Etchegoyhen does not feel the District will get a new Deputy Chief of Operations in the next 6 months.

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Director Sommers stated he is ready to make a motion.

Legal Counsel Forsberg reminded the Board, it is just a motion and requires a second and there can be discussion before the vote is taken.

Director Sommers made a motion to amend the contract.

Director Griffin clarified that Director Sommers isn't making a motion with the suggested language on the action sheet.

Director Sommers stated no.

Director Sommers made a motion to amend the contract with SMG Fire Consulting Group to include the signature of SMG on all addendums as the contractor and with Mr. Gorgon as the managing member or manager as SMG and the affidavit and amend it from a 6-month to a month-to-month.

Legal Counsel Forsberg stated the motion dies for a lack of a second.

President Etchegoyhen entertained another motion.

Secretary Bellona made the motion as presented on the action sheet and explained the reasoning for his motion is because it has already been agreed upon by SMG. He agrees with President Etchegoyhen that the District will not have a Deputy Chief of Operations in 6 months.

President Etchegoyhen opened public comment.

Association President Kevin May stated this debate should've happened a year ago instead of now. The Board has been asking for a plan for a year with no follow through. The Association supports the extension of Deputy Chief Gorgon but feels the Board needs to put pressure on the process so that progress is made.

There was no further public comment.

Public comment closed.

MOTION to amend the contract for the correct signature and signature pages and leave at the additional six months and then month-to-month as it is currently written.

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RESULT:	APPROVED
MOTION BY:	John Bellona
SECOND BY:	Benard Curtis
AYES:	Bellona, Griffin, Curtis, Etchegoyhen,
NAYS:	Mike Sommers
ABSENT:	

9. For Possible Action. Discussion and possible action to approve a payment in the amount of \$20,568.28 for the Deputy Chief of Training and Safety, Larry Goss, and a payment in the amount of \$298.24 for Medicare tax, which reflects reimbursement for performing as a Safety Officer at the Cottonwood Ridge Fire starting on July 27, 2023, per Policy 605.16 (Reimbursement Compensation for FLSA Exempt Employees). (Kathy Lewis, CPA, CFO/Director of Finance) 10 minutes.

Director of Finance Kathy Lewis stated per policy 605.16, if an FLSA exempt employee works over 40 hours a week or 8 hours a day for an emergency event or fire, the District reimburses the employee for the extra time worked. She stated this request is for Deputy Chief Goss's time working on the Cottonwood Ridge Fire. Per the policy, the District must get reimbursed from the third party and Board approval before paying the employee. The District was reimbursed for this fire a couple weeks ago.

Director Mike Sommers confirmed the policy states the funds need to be received before the employee can be paid.

Director of Finance Lewis stated that is correct for exempt employees. Non-exempt employees are paid the overtime on their paycheck immediately following their assignment.

Director Sommers stated Deputy Chief Goss has had to wait over 5 months for payment and if the state or agency decides not to pay, he doesn't get paid.

Director of Finance Lewis stated that is correct because that is the way the policy is written.

President Jacques Etchegoyhen stated the Board would like to revisit that policy in the future.

Director Sommers stated he believes when an employee goes out on an assignment, they bring back to the District what they've learned as much as the knowledge that employee takes to the event.

Director of Finance Lewis stated there is another pending payment from a March event that is FEMA funded.

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Director Sommers confirmed the pending payment is for another exempt employee.

Director of Finance Lewis stated 2 exempt employees.

Director Bernard Curtis would like to address the policy at a future Board meeting.

President Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve a payment in the amount of \$20,568.28 for the Deputy Chief of Training and Safety, Larry Goss, and a payment in the amount of \$298.24 for Medicare tax, which reflects reimbursement for performing as a Safety Officer at the Cottonwood Ridge Fire starting on July 27, 2023, per Policy 605.16 (Reimbursement Compensation for FLSA Exempt Employees).

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

9. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

Association President Kevin May noted:

- Donation for Share our Christmas food drive resulted in an \$11,000 donation. Gave thanks to Dave Thomas for his very generous donation. Thanked District Fire Chief Carlini and the District for allowing the crews to wear their turnouts during the event. Sarah from the Food Closet said they're feeding 1/3 more families this year compared to last year. Happy the donation is staying local. Thanked Nick Summers and his family for allowing the Association to use their property during the collection of donations.
- Elections are open for positions. There are 3 E Board and the President position open for nominations.

Engineer, East Fork Fire Protection District Adam Wennhold noted:

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- Thanked Director of Finance Kathy Lewis for her years of service with the District
- Recognized Micah Triplett for his 11 years of service.

Association President May stated he would've thanked Director of Finance Lewis but they're not on talking terms, it's a rough breakup.

10. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

Volunteer Liaison Elaine Pace noted:

- 3-5 volunteers staffed the Food Drive from 6am-6pm. Squad 9 provided lights and the volunteer stations donated money.
- Getting the newest volunteers through physicals, PPE, pagers, etc.
- Thanked Director of Finance Lewis for her time with the District

Director Sommers thanked all the volunteers for their support this past year.

11. For Presentation Only. Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 10 minutes.

Legal Counsel Mark Forsberg noted:

- Thanked Director of Finance Lewis and stated she will be missed

CPA, CFO/Director of Finance Kathy Lewis noted:

- Has enjoyed and learned a lot these past few years

Executive Manager Tom Hein noted:

- Working through the NV Energy contract
- Involved in a community chipper event that took place in the Sheridan area
- Working with BRDR to get storm damage repairs completed
- Truck 12 is in the shop
- Brush rebuild has arrived back from Hi-Tech
- The rescue that was sent out as a remount is back in District. Will work on getting it back into service

Director of Administrative Services Lisa Owen noted:

- Working on the assessment center for the Director of Finance taking place on January 11

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- There are up to 85 firefighter candidates that will go through testing towards the end of January
- There's a lateral list ranked that can be pulled from
- Open enrollment

Deputy Chief/Fire Marshal Amy Ray noted:

- A lot of building still taking place
- Received information on future projects (hotel at CVI, lumberyard off Johnson Lane and sub-division off Buckeye
- Extended open burn through the end of the month to help the community with fuel removal

Deputy Chief Larry Goss noted:

- The last off-district assignment he went on, was a great experience and he learned a lot
- The 2024 training plan has been sent out. He provided some detail
- IT is moving along and continues to improve
- Thanked Micah Triplett and Kathy Lewis
- Working on radio communications with the County and Douglas County Sheriff's Office

Director Mike Sommers noted:

- Wished everyone a Merry Christmas and happy holiday

Director Bernard Curtis noted:

- Has concern about safety of fire setups at the Parade of Lights
- Thanked everyone for all they did this past year
- Wished everyone a Merry Christmas and Happy New Year

Deputy Chief Ray stated she reached out to the Chamber and asked them to pass on the concern to the businesses regarding the outside fires that take place during the Parade of Lights.

President Jacques Etchegoyhen noted:

- He feels a lot is learned when employees go on off-district assignments

Director Barbara Griffin noted:

- Thanked Director of Finance for all she did for the District, and she will be missed
- Thanked everyone for a great year. It is an honor to be part of the Board
- Wished everyone a Merry Christmas and Happy New Year

Secretary John Bellona noted:

- Reminded the Board to complete their financial disclosures

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- Director of Finance Lewis swore him in when he came onto the Board. She will be missed
- Wished Micah good luck
- Everyone did a good job but that is what everyone is here for
- April 13, 2024, is the Elk’s Firefighter Appreciation Dinner
- He agrees with changing the wording in policy 605.16

District Fire Chief Tod Carlini noted:

- Training Center is moving along
- It has been a challenging year with a lot accomplished
- Thanked Micah Triplett. He will be brought back in January at the next Board meeting
- Thanked Director of Finance Lewis for all she has done. He has enjoyed working with her
- This year was the closest in his tenure to having a budget where what came in, went out
- Merry Christmas to everyone

ADJOURNMENT

13. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (Jacques Etchegoyhen, President) 5 minutes.

MOTION to adjourn; carried.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

There being no further business to come before the Board, at 2:33 PM the meeting was adjourned.

Respectfully submitted:

Jacques Etchegoyhen, President
East Fork Fire Protection District

ATTEST:

Holly Megee, Board Clerk
East Fork Fire Protection District

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of December 31, 2023. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to accept the report on general ledger cash balances as of December 31, 2023.

3. **Funds Available:** NA **Amount:** \$7,114,875.99

Fund Name: General, Emergency **Account Number:** Various

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached “Cash Cross Fund” report reflects the cash balances currently recorded in the District's general ledger or official accounting record. General ledger cash balances may differ from cash balances reported in the treasury.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 5A

East Fork Fire Protection District

Cash Cross Fund Report

As of:

December-23

Fund #	Fund Name	Account #	Account Description	Beginning of Month Balance	Changes	Ending of Month Balance
650	General Fund	101.650	Cash in Bank - EFFPD	571,124.26	89,608.05	660,732.31
650	General Fund	101.701	LGIP - Local Govt Investment Pool	4,365,193.21	1,742,985.09	6,108,178.30
650	General Fund	101.703	Reserve Account - Pitney Bowes	3,144.00	(200.00)	2,944.00
650	General Fund	102.000	Petty Cash	100.00	-	100.00
Fund Total				4,939,561.47	1,832,393.14	6,771,954.61
651	Emergency Fund	101.650	Cash in Bank - EFFPD	-	-	-
651	Emergency Fund	101.701	LGIP	341,514.30	1,407.08	342,921.38
Fund Total				341,514.30	1,407.08	342,921.38
Grand Total: 2 Funds				5,281,075.77	1,833,800.22	7,114,875.99

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$1,918,985.36

Fund Name: General **Account Number:** Various

4. **Prepared by:** Julie Andress, Accounting Specialist

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is a list of checks issued for accounts payable, cash disbursements/automatic withdrawals and transfers for the dates noted above.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 5B

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 1/4/2024
Fund: All Funds--All Funds

	Type	Date	Check No.	Payee Name	Transaction Amount
	Record Transfer	11/1/2023		7710 Insurance	72,745.00
	Record Transfer	11/2/2023		AuthorizeNet	30.00
	Record Transfer	11/2/2023		Waystar	1,232.82
	Record Transfer	11/2/2023		Cybersource	13.98
	Check	11/3/2023	11827	A Sign Shop	200.00
	Check	11/3/2023	11828	Ace Hardware	15.99
	Check	11/3/2023	11829	Campora Propane	90.80
	Check	11/3/2023	11830	Carson Dodge Chrysler	147.87
	Check	11/3/2023	11831	Cintas	260.13
	Check	11/3/2023	11832	Daily Dispatch	405.00
	Check	11/3/2023	11833	Flyers Energy LLC	607.28
	Check	11/3/2023	11834	Hi-Tech EVS, Inc	205.38
	Check	11/3/2023	11835	Hunt & Sons, Inc	153.00
	Check	11/3/2023	11836	Marty's Appliance Inc	499.00
	Check	11/3/2023	11837	Nevada News Group	205.38
	Check	11/3/2023	11838	Nu-Systems, Inc	117.00
	Check	11/3/2023	11839	O'Reilly Auto Parts	340.34
#	Check	11/3/2023	11840	Simerson Construction LLC	126,494.12
	Check	11/3/2023	11841	TASC Client Services	190.00
	Check	11/3/2023	11842	William Megee	350.00
	Check	11/3/2023	11843	Zoll Data Systems, Inc	4,668.72
	Record Transfer	11/3/2023		State of NV - DCP	25,177.91
	Record Transfer	11/3/2023		State of NV - DCP	763.88
	Record Transfer	11/3/2023		VOYA Benefit Strategies	9,844.82
	Record Transfer	11/3/2023		VOYA Benefit Strategies	1,250.00
	Record Transfer	11/3/2023		Aflac	1,220.96
	Record Transfer	11/8/2023		VOYA Benefit Strategies	44.65
	Record Transfer	11/8/2023		Aetna Life Insurance	159,102.68
	Check	11/9/2023	11844	Ace Hardware	99.94
	Check	11/9/2023	11845	Airtec Gases	76.35
	Check	11/9/2023	11846	Allen Robinson	175.00
	Check	11/9/2023	11847	Amazon Business	1,799.98
	Check	11/9/2023	11848	Andrew Britt	75.00
	Check	11/9/2023	11849	Barbara Benz	250.00
	Check	11/9/2023	11850	Bound Tree Medical, LLC	3,712.65
	Check	11/9/2023	11851	Building Services of CA & NV, LLC	525.00
	Check	11/9/2023	11852	Campora Propane	855.75
	Check	11/9/2023	11853	Charles Fields	250.00
	Check	11/9/2023	11854	Chris Lang	250.00
	Check	11/9/2023	11855	Cintas	53.55
	Check	11/9/2023	11856	CRBR Property Damage Services	5,000.00
	Check	11/9/2023	11857	Dennis Lloyd	150.00
	Check	11/9/2023	11858	Donita Elam	150.00
	Check	11/9/2023	11859	Elaine Pace	250.00
	Check	11/9/2023	11860	Eric Wilson	75.00
	Check	11/9/2023	11861	Flex Fleet Rental, LLC	2,262.17
	Check	11/9/2023	11862	Flyers Energy LLC	3,543.02
	Check	11/9/2023	11863	Fuggles, Keith	250.00

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 1/4/2024
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	11/9/2023	11864	Gardnerville Ranchos GID	327.80
Check	11/9/2023	11865	Gardnerville Water Company	466.44
Check	11/9/2023	11866	Gary Boudreau	250.00
Check	11/9/2023	11867	Gary Evanchik	250.00
Check	11/9/2023	11868	Gear Wash	655.96
Check	11/9/2023	11869	Henry Serrano, Jr	300.00
Check	11/9/2023	11870	Hi-Tech EVS, Inc	90.73
Check	11/9/2023	11871	Jack Greening	150.00
Check	11/9/2023	11872	James Doolittle	250.00
Check	11/9/2023	11873	James Stanley	150.00
Check	11/9/2023	11874	Jason Pablo	150.00
Check	11/9/2023	11875	Jeff Miladin	150.00
Check	11/9/2023	11876	Jesse Hale	250.00
Check	11/9/2023	11877	John Merson	150.00
Check	11/9/2023	11878	Laura Thompson	150.00
Check	11/9/2023	11879	Life-Assist, Inc	2,474.50
Check	11/9/2023	11880	LN Curtis	454.88
Check	11/9/2023	11881	Mark Brooks	250.00
Check	11/9/2023	11882	Marshall Wilkinson	250.00
Check	11/9/2023	11883	Martin Manning	150.00
Check	11/9/2023	11884	Michael Comeau	150.00
Check	11/9/2023	11885	Michael Fefer	400.00
Check	11/9/2023	11886	Michael Randall	400.00
Check	11/9/2023	11887	NV St Dept of Public Safety	40.25
Check	11/9/2023	11888	O'Reilly Auto Parts	43.43
Check	11/9/2023	11889	Oshinski & Forsberg, Ltd.	1,800.00
Check	11/9/2023	11890	Pacific Shredding	28.89
Check	11/9/2023	11891	Parts House	345.12
Check	11/9/2023	11892	Paul Pettersen	250.00
Check	11/9/2023	11893	Ralph Thomas	250.00
Check	11/9/2023	11894	Rick Myers	250.00
Check	11/9/2023	11895	Roger Falcke	250.00
Check	11/9/2023	11896	Shawn Jackson	400.00
Check	11/9/2023	11897	SMG Fire Consulting Group LLC	13,906.50
Check	11/9/2023	11898	Southwest Gas Corporation	1,152.40
Check	11/9/2023	11899	Summit Fire & Security	489.16
Check	11/9/2023	11900	Tahoe Supply Company LLC	372.62
Check	11/9/2023	11901	Tammy Rozman	150.00
Check	11/9/2023	11902	Terry Fail	250.00
Check	11/9/2023	11903	Thomas Hein	250.00
Check	11/9/2023	11904	Town of Minden	598.55
Check	11/9/2023	11905	Trevor Re	150.00
Check	11/9/2023	11906	Western Nevada Supply	14.60
Check	11/9/2023	11907	William Hutchison	175.00
Check	11/9/2023	11908	William Wonnell	150.00
Check	11/9/2023	11909	Xerox Corporation	772.01
Check	11/9/2023	11910	Zachary Homer	150.00
Check	11/9/2023	11911	Matt Hill	87.75

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 1/4/2024
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	11/9/2023	11912	Troy Valenzuela	87.75
Record Transfer	11/15/2023		LGIP (Local Govt Investment Pool)	1,000,000.00
Record Transfer	11/15/2023		Optum Financial	106.35
Record Transfer	11/15/2023		Bank of America- Checking Public Employees' Retirement System	258.09
Record Transfer	11/16/2023		of Nevada	310,699.84
Record Transfer	11/16/2023		State of NV - DCP	438.75
Record Transfer	11/16/2023		VSP	1,171.48
Record Transfer	11/16/2023		State of NV - DCP	23,637.78
Record Transfer	11/17/2023		VOYA Benefit Strategies	9,594.82
Check	11/21/2023	11913	Airtec Gases	126.00
Check	11/21/2023	11914	Bound Tree Medical, LLC	2,572.44
Check	11/21/2023	11915	Braun NW, Inc	838.55
Check	11/21/2023	11916	Campora Propane	142.39
Check	11/21/2023	11917	CDW Government	3,712.60
Check	11/21/2023	11918	Cintas	225.13
Check	11/21/2023	11919	Douglas County Utilities	1,910.78
Check	11/21/2023	11920	Douglas Disposal	1,486.46
Check	11/21/2023	11921	Douglas Disposal	70.08
Check	11/21/2023	11922	Flyers Energy LLC	5,818.07
Check	11/21/2023	11923	Frontier Communications	64.99
Check	11/21/2023	11924	Gannett Nevada	3,098.00
Check	11/21/2023	11925	GeoCivic, LLC	18,800.00
Check	11/21/2023	11926	Hi-Tech EVS, Inc	1,506.06
Check	11/21/2023	11927	IAAI	138.00
Check	11/21/2023	11928	Life-Assist, Inc	67.00
Check	11/21/2023	11929	LN Curtis	3,796.90
Check	11/21/2023	11930	Overhead Fire Protection	2,421.40
Check	11/21/2023	11931	Pacific Shredding	57.78
Check	11/21/2023	11932	Public Employee's Benefits Program	396.91
Check	11/21/2023	11933	Siddons-Martin Emergency Group	523.58
Check	11/21/2023	11934	Tahoe Supply Company LLC	280.85
Check	11/21/2023	11935	Topaz Ranch Estates GID & Water Co.	132.25
Check	11/21/2023	11936	Truckim, Inc.	600.00
Check	11/21/2023	11937	ubeo Business Services	191.50
Check	11/21/2023	11938	Waystar	990.38
Check	11/21/2023	11939	West Coast Code Consultants	187.50
Check	11/21/2023	11940	Western Nevada Supply	259.94
Check	11/21/2023	11941	Wharton Concrete	900.00
Check	11/21/2023	11942	Romaine Smokey	642.23
Record Transfer	11/21/2023		TriZetto	50.00
Record Transfer	11/21/2023		Pitney Bowes Inc, Reserve Account	1,000.00
Record Transfer	11/22/2023		Standard Insurance Company	775.28
Record Transfer	11/22/2023		Standard Insurance Company	3,340.21
Record Transfer	11/24/2023		VOYA Benefit Strategies	70.50
Record Transfer	11/27/2023		Bank of America CC - EF	11,704.94
Record Transfer	11/27/2023		Bank of America CC - Visa	567.30
Record Transfer	11/29/2023		Pay Plus	333.86

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 1/4/2024
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	11/30/2023	11943	Ace Hardware	15.99
Check	11/30/2023	11944	AT&T Mobility	1,963.13
Check	11/30/2023	11945	Black Point LLC	391.00
Check	11/30/2023	11946	Bound Tree Medical, LLC	2,030.43
Check	11/30/2023	11947	Campora Propane	1,185.63
Check	11/30/2023	11948	CDW Government	354.97
Check	11/30/2023	11949	Cintas	323.63
Check	11/30/2023	11950	CMC Tire Inc	6,529.76
Check	11/30/2023	11951	Conway Communications	14,225.00
Check	11/30/2023	11952	Deborah McGann	55.18
Check	11/30/2023	11953	Flyers Energy LLC	7,537.69
Check	11/30/2023	11954	Frontier Communications	2,987.28
Check	11/30/2023	11955	Knox Company	721.00
Check	11/30/2023	11956	Life-Assist, Inc	376.14
Check	11/30/2023	11957	LN Curtis	736.00
Check	11/30/2023	11958	Medicare Part B	1,613.80
Check	11/30/2023	11959	National Business Factors	2,099.06
Check	11/30/2023	11960	Overhead Door	860.00
Check	11/30/2023	11961	Thomas Djordjevic	1,313.63
Check	11/30/2023	11962	TSI	2,255.34
Check	11/30/2023	11963	ubeo Business Services	539.58
Check	11/30/2023	11964	Uniformity of Nevada LLC	28.00
Check	11/30/2023	11965	United Healthcare - 0800	1,010.09

Total 168 records

Sum Total **1,918,985.36**

Purchases this month relating to the CIP

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve payroll expenses paid in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to approve payroll expenses paid in December 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$2,077,179.30
Fund Name: General **Account Number:** Various

4. **Prepared by:** Jamie Zess/Payroll Specialist I

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached are the summarized payroll registers for the month. Please note, total costs reported are gross earnings, East Fork Fire Protection District paid deduction and taxes (employer).

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 5C



EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423-4405
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2023-12/31/2023

Report Total

of EE's - 101 / # of Statements - 297

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
NVE-Reg	1782.00	49,934.45	NVPERS Fire	-	421,566.75	FIT	203,111.20	Direct Deposit	1,080,728.46
Regular	25884.42	828,951.15	NVPERS Reg	-	43,037.35	Additional Medi	1,285.92	Check	23,512.69
WC	284.95	10,631.88	Dist Paid Dent	-	7,969.47	MEDI	20,653.29	Totals:	1,104,241.15
Act-REG	32.50	-	Dist Paid Life	-	549.59	SIT:CA	993.56		
ER REG	-	20,568.28	Dist Paid Vis	-	1,059.98	Totals:	226,043.97		
FTO-REG	-	-	Dist Pd Med	-	137,151.14	MEDI	20,653.29		
NVE Act-REG	-	-	Donate	300.00	-	SUTA:NV	-		
NVE-ActREG	-	-	HSA Acct Fee	-	198.00	ER Totals:	20,653.29		
Prec-REG	-	-	HSA Fam 55	670.80	-	All Totals:	246,697.26		
FLSA	603.00	18,018.74	HSA Ind 55	691.64	-				
HIW	-	2,250.00	HSA Pre Fam	15,401.48	-				
OT	3565.50	160,619.68	HSA Pre Ind	1,695.72	-				
OT-ADM	-	-	HSA Special	670.00	-				
NVEOT	70.50	2,855.16	457 Roth post t	19,676.89	-				
Act-OT	341.50	15,213.67	457-%	43,881.81	-				
FTO-OT	-	-	457-CU	7,943.49	-				
NVE-ActOT	-	-	457Roth-CU	557.82	-				
Prec-OT	-	-	EFC	2,644.59	-				
C1	48.00	3,270.84	EFC2	1,523.07	-				
Act-C1	-	-	FICA Alt	-	-				
RTW	48.00	2,710.23	SP SPRT	-	-				
ActInc-CB	-	-	WANV	8.00	-				
ActInc-OT	341.50	1,848.43	ERSF	13.50	-				
ActInc-RTW	-	-	ERSF2	9.00	-				
ActInc-Reg	32.50	96.45	Union Dues	14,468.88	-				
FTOInc Reg	-	-	Union Dues 202	-	-				
FTOInc-OT	-	-	NPT	-	-				
NVActInc-REG	-	-	Vol EE Life	1,120.78	-				
PrecInc-OT	-	-	Vol EE AD&D	226.10	-				
PrecInc-Reg	-	-	Vol Life Spouse	108.58	-				
PRInc-Reg	240.00	470.76	Vol Spouse AD&	31.98	-				
PrmInc-Reg	8976.00	14,310.72	Vol Child Life	14.00	-				
PrmInc-FLSA	234.00	370.56	Vol Child AD&D	2.54	-				
PrmInc-OT	1685.50	4,011.73	Vol Acc	636.94	-				
PrmInc-CB	48.00	163.54	Vol LTD	1,241.40	-				
PrmInc-RTW	-	-	Vol-A-ACC	102.58	-				

--More--





EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423-4405
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2023-12/31/2023

Report Total

of EE's - 101 / # of Statements - 297

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
HazInc-Reg	3936.00	4,047.72	Vol-A-CanPro	274.56	-				
HazInc-FLSA	99.00	100.50	Vol-A-Crit	41.22	-				
HazInc-OT	784.00	1,164.02	Vol-A-HOSP	106.74	-				
HazInc-CB	24.00	49.06	Vol-A-STD	375.70	-				
HazInc-RTW	-	-	Vol-A-TL	268.80	-				
TSInc-Reg	1008.00	4,121.28	Totals:	114,708.61	611,532.28				
TSInc-FLSA	27.00	110.34							
TSInc-OT	275.50	1,689.61							
TSInc-CB	48.00	392.50							
AsInc-Reg	3024.00	3,920.82							
AsInc-FLSA	81.00	105.12							
AsInc-OT	456.00	1,326.43							
AsInc-CB	24.00	40.89							
WldInc-Reg	672.00	615.60							
WldInc-FLSA	18.00	16.44							
WldInc-OT	125.50	172.43							
WldInc-CB	-	-							
AV	403.98	15,618.98							
AV-BuyBack	278.23	16,044.38							
ALU	09.83	285.44							
AS	308.32	11,214.92							
AS-BuyBack	192.00	13,122.41							
CU	134.50	5,364.40							
PDU	93.50	-							
PDU 40	24.00	997.19							
CLE	29.50	-							
CLE-BC	04.00	-							
CLE-CPT	81.50	-							
CLE-ENG	97.00	-							
CLE-FF	192.00	-							
CLE-Force	200.00	-							
MSC COMP	51.00	-							
NVE-CLE	-	-							
H-Work	-	-							
HSP	4866.22	145,476.86							
Holiday	400.00	16,504.41							

--More--





EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423-4405
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2023-12/31/2023

Report Total

of EE's - 101 / # of Statements - 297

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
AsInc-HSP	636.16	822.60							
HazInc-HSP	792.00	803.29							
PrmInc-HSP	1931.38	3,047.88							
TSInc-HSP	216.00	883.14							
WldInc-HSP	144.00	131.90							
LWOP	-	-							
Sick Used	1717.25	-							
VU	1763.50	-							
CLU-56	-	-							
CLU-56+30	538.50	-							
CLU-56-30	329.00	-							
CLU-56-SI	94.25	-							
UBFO	-	-							
UN	-	-							
UN-40	-	-							
Comp Pay	-	-							
VS	57.76	2,471.90							
VacBB	-	-							
CPS	-	535.00							
UP	-	56,000.00							
Board PERS	-	600.00							
Board Non	-	900.00							
Admin Used	-	-							
MIS INC	-	-							
RET-NON-PERS	-	-							
RET-PERS	-	-							
PERS Wages	-	971,783.00							
PERS Cont	-	464,604.10							
Totals:	65181.75	1,444,993.73							

Total District Liability for Payroll:
 Earnings: \$1,444,993.73
 Employer Deductions: \$ 611,532.28
 Employer Taxes: \$ 20,653.29
TOTAL: \$2,077,179.30



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid in December 2023 per NRS 474.210. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to approve the Procurement Card Transactions paid in December 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$11,211.16

Fund Name: General **Account Number:** Various

4. **Prepared by:** Julie Andress, Accounting Specialist

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is the Report of Procurement Card Transactions for the period noted above.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 5D

East Fork Fire Protection District
 Procurement Card Transactions charged in December 2023

BofA CC - EF	11/29/2023	THOMAS HEIN	THE HOME DEPOT #3312	126.89
BofA CC - EF	11/29/2023	EFFPD 1	SOUTHWES 5262229178214	416.51
BofA CC - EF	11/30/2023	ACCOUNTS PAYABLE	Spectrum	307.45
BofA CC - EF	11/30/2023	JESSE TSCHETTER	MAVERIK #460	48.79
BofA CC - EF	11/30/2023	HOLLY MEGEE	SOUTHWES 5262229779547	602.96
BofA CC - EF	11/30/2023	HOLLY MEGEE	SOUTHWES 5262229779046	12.4
BofA CC - EF	11/30/2023	HOLLY MEGEE	SOUTHWES 5262229779047	12.4
BofA CC - EF	12/1/2023	HOLLY MEGEE	EZREGISTER	350
BofA CC - EF	12/1/2023	LARRY GOSS	MICHAEL HOHL MOTOR CO	165.91
BofA CC - EF	12/1/2023	JEFF JAMES	AMAZON.COM*FC7AZ24F3	9.11
BofA CC - EF	12/2/2023	ANDREW CHRZANOWSKI	HARBOR FREIGHT TOOLS35	99.96
BofA CC - EF	12/2/2023	ROY MINOR	THE HOME DEPOT #3312	533.82
BofA CC - EF	12/4/2023	ERICA AMATORE	FSP*REMSA	350
BofA CC - EF	12/4/2023	PATRICK MOONEYHAN	SIERRA CARWASH	12
BofA CC - EF	12/4/2023	CHAD SHELDREW	CLEMENTS RIDGE PRODUCE	31.87
BofA CC - EF	12/4/2023	HOLLY MEGEE	SOUTHWES 5262230972449	158.98
BofA CC - EF	12/4/2023	HOLLY MEGEE	SOUTHWES 5262230960794	158.98
BofA CC - EF	12/5/2023	HOLLY MEGEE	EZREGISTER	350
BofA CC - EF	12/5/2023	HOLLY MEGEE	EZREGISTER	350
BofA CC - EF	12/5/2023	HOLLY MEGEE	AMERICAN 0012498302849	248.2
BofA CC - EF	12/5/2023	HOLLY MEGEE	AMERICAN 0012498310063	248.2
BofA CC - EF	12/5/2023	JEFF JAMES	WAL-MART #5864	65
BofA CC - EF	12/5/2023	ERICA AMATORE	IN *REMSA	250
BofA CC - EF	12/5/2023	ACCOUNTS PAYABLE	IONOS INC.	105
BofA CC - EF	12/5/2023	HOLLY MEGEE	AIRBNB HMKZDQYFAE	1395.75
BofA CC - EF	12/9/2023	ERICA AMATORE	TMCC	300
BofA CC - EF	12/9/2023	TROY VALENZUELA	TWILIO INC	40.01
BofA CC - EF	12/10/2023	ACCOUNTS PAYABLE	FEDEX50947753	10.99
BofA CC - EF	12/11/2023	SKY DWINELL	DELTA 00621943944263	477.8
BofA CC - EF	12/11/2023	NICK SUMMERS	THE UPS STORE 7141	21.96
BofA CC - EF	12/11/2023	HOLLY MEGEE	AMZN MKTP US*R40W57UX3	54.95
BofA CC - EF	12/11/2023	EFFPD 1	MAVERIK #460	29.75
BofA CC - EF	12/12/2023	HOLLY MEGEE	AMZN MKTP US*9FOED9LX3	105.95
BofA CC - EF	12/12/2023	HOLLY MEGEE	SUPER BURRITO MINDEN	48.32
BofA CC - EF	12/13/2023	CHAD SHELDREW	SHELL OIL 10047361000	100
BofA CC - EF	12/14/2023	PAUL AZEVEDO	AMZN MKTP US*KK2M95UM3	223.77
BofA CC - EF	12/14/2023	CHAD SHELDREW	LOVE'S #0823 OUTSIDE	133.51
BofA CC - EF	12/14/2023	CHAD SHELDREW	RENO-TAHOE AIRPORT AUT	38
BofA CC - EF	12/14/2023	CHAD SHELDREW	HAMPTON INN & SUITES B	150.69
BofA CC - EF	12/14/2023	CHAD SHELDREW	HAMPTON INN & SUITES B	150.69
BofA CC - EF	12/15/2023	JEFF JAMES	AMAZON.COM*C39XV9Q63	41.95
BofA CC - EF	12/16/2023	AMY RAY	INT'L CODE COUNCIL INC	138
BofA CC - EF	12/18/2023	ADAM WENNHOLD	DMV-02	6
BofA CC - EF	12/18/2023	VINCE WEAVER	THE PUBLIC SAFETY STOR	984.45
BofA CC - EF	12/20/2023	JESSE FRY	THE HOME DEPOT #3312	77.8
BofA CC - EF	12/20/2023	JESSE FRY	THE HOME DEPOT #3312	69.96
BofA CC - EF	12/20/2023	JESSE FRY	THE HOME DEPOT #3312	19.95
BofA CC - EF	12/20/2023	THOMAS HEIN	THE HOME DEPOT #3312	49.96
BofA CC - EF	12/20/2023	DUSTIN WEISZ	FIRE LINE	80.27
BofA CC - EF	12/21/2023	AMY RAY	INT'L CODE COUNCIL INC	110

East Fork Fire Protection District

Procurement Card Transactions charged in December 2023

BofA CC - EF	12/22/2023	DUSTIN WEISZ	HARBOR FREIGHT TOOLS35	80.31
BofA CC - EF	12/23/2023	SKY DWINELL	OLIVE GARDEN 0021878	336.66
BofA CC - EF	12/23/2023	AMY RAY	INT'L CODE COUNCIL INC	160
BofA CC - EF	12/24/2023	ACCOUNTS PAYABLE	FEDEX51044197	10.99
BofA CC - EF	12/25/2023	TROY VALENZUELA	TWILIO INC	40.05
BofA CC - EF	12/27/2023	ACCOUNTS PAYABLE	DTV*DIRECTV SERVICE	118.12
BofA CC - EF	12/28/2023	DUSTIN WEISZ	AMZN Mktp US*MJ8WH9UC3	205.86
				\$ 10,826.90
BofA CC - VISA	12/13/2023	VINCE WEAVER	COSTCO WHSE #0127	108.95
BofA CC - VISA	12/19/2023	EFFPD 5	WWW COSTCO COM	28.37
BofA CC - VISA	12/19/2023	EFFPD 5	WWW COSTCO COM	21.41
BofA CC - VISA	12/19/2023	EFFPD 5	WWW COSTCO COM	80.29
BofA CC - VISA	12/23/2023	EFFPD 5	COSTCO BY INSTACART	145.24
				\$ 384.26
			GRAND TOTAL	\$ 11,211.16

* No purchases this month for employees being deployed as a fire resource

No purchases this month relating to the CIP

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the East Fork Fire Protection District’s ambulance billing bad debt write-offs for the period of November 2023 in the amount of \$23,768.63. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to approve the East Fork Fire Protection District’s ambulance billing bad debt write-offs for the period of November 2023 in the amount of \$23,768.63.

3. **Financial Impact:** NA **Amount:** \$23,768.63
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Katie Dorsey, Medical Billing Specialist II

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The East Fork Fire Protection District is requesting approval from the Board on ambulance billing bad debt write-offs for the period of November 2023 in the amount of \$23,768.63 and include accounts forwarded to a collection agency after all attempts to collect the debt were exhausted, Sierra Saver Membership write-offs, Reduction/Discounts, deceased write-offs, hardship and bankruptcy.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 5E

**East Fork Fire Protection District
Ambulance Billings and Write Summary
Billing Analysis
FY23/24**

	Sept	Oct	Nov	YTD
Total Billed	<u>861,062.27</u>	<u>813,515.95</u>	<u>815,312.23</u>	<u>4,180,667.71</u>
Credit Type/Credit Code				
W/OFF Bad Debt		0.63	10.00	(289.98)
W/OFF Bad Debt Deceased	1,529.56	-	693.45	8,242.31
W/OFF Bankruptcy		3,669.24	-	481.59
W/OFF Reduction Discount	1,462.24	2,268.39	1,064.07	7,704.57
W/OFF Carson City SS Membership	2,861.04	-	-	3,161.04
W/OFF Lyon County SS Membership		-	-	-
W/OFF Sierra Saver Membership	7,238.22	7,171.20	3,018.21	24,831.52
W/OFF SS Volunteer Membership		-	-	-
W/OFF SS Employee Membership	5,643.91	1,879.40	-	7,523.31
W/OFF Hardship	600.00	464.85	-	3,107.69
W/OFF Sent to Collections	28,910.57	25,779.59	18,982.90	157,089.29
Total	<u>48,245.54</u>	<u>41,233.30</u>	<u>23,768.63</u>	<u>211,851.34</u>
Percentage of W/OFF to Billings	<u>5.60%</u>	<u>5.07%</u>	<u>2.92%</u>	<u>5.07%</u>
 Total Billed Calls	 365	 341	 344	 1773

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 11/01/2023 AND 11/30/2023; AND Credits IS W/OFF BAD DEBT OR W/OFF BAD DEBT - DECEASED OR W/OFF BANKRUPTCY OR W/OFF CARSON CITY CC+ MBR OR W/OFF HARDSHIP OR W/OFF LYON COUNTY SS + MBR OR W/OFF REDUCTION/DISCOUNT OR W/OFF SENT TO COLLECTIONS OR W/OFF SIERRA SAVER

EAST FORK FIRE PROTECTION DISTRICT

<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Writeoffs		
W/OFF BAD DEBT	1	10.00
W/OFF BAD DEBT - DECEASED	4	693.45
W/OFF REDUCTION/DISCOUNT	3	1,064.07
W/OFF SIERRA SAVER MBRSHIP	5	3,018.21
W/OFF SENT TO COLLECTIONS	42	18,982.90
Totals For Type	55	\$ 23,768.63

Company Totals

55 **\$ 23,768.63**

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of October 2023. (Tod F. Carlini, District Fire Chief)

2. **Recommended Motion:** Motion to accept the report on state consolidated taxes collection and distribution as of October 2023.

3. **Funds Available:** NA **Amount:** \$188,837.12

Fund Name: General **Account Number:** 335.001

4. **Prepared by:** Julie Andress, Accounting Specialist

5. **Meeting Date:** January 16, 2024 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached report reflects the state consolidated taxes collected for Douglas County and the distributed share to the District. Monthly, the state collects, consolidates and distributes 6 different taxes to each county and each appropriate district within that county. In FY 22/23, Douglas became a non-guaranteed county. This means the Supplemental City-County Relief Tax (SCCRT) distributed to Douglas County entities will be based on actual collections and not a guaranteed amount. A chart has been included showing the historical fluctuations of the SCCRT for non-guaranteed counties.

The six consolidated taxes are as follows:

- **BCCRT** – Basic City County Relief Tax, 1/2% of statewide sales/use tax. Distributed to the county where the sale was made. For out-of-state companies, BCCRT is distributed based on population.
- **SCCRT** – Supplemental City-County Relief Tax, 1.75% of statewide sales/use tax. Total distribution is proportionate to the amount of in-state collections as a whole, after guaranteed counties have received their allocation.
- **Cigarette** – Collected statewide and distributed to counties based on population.
- **Liquor** – Collected statewide and distributed to counties based on population.
- **RPTT** – Real Property Transfer Tax, tax based on value of real property transfers and distributed to county of origin.
- **GST** – Government Services Tax, tax based on value of motor vehicle and distributed to county of origin.

8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

9. **Board Action:**

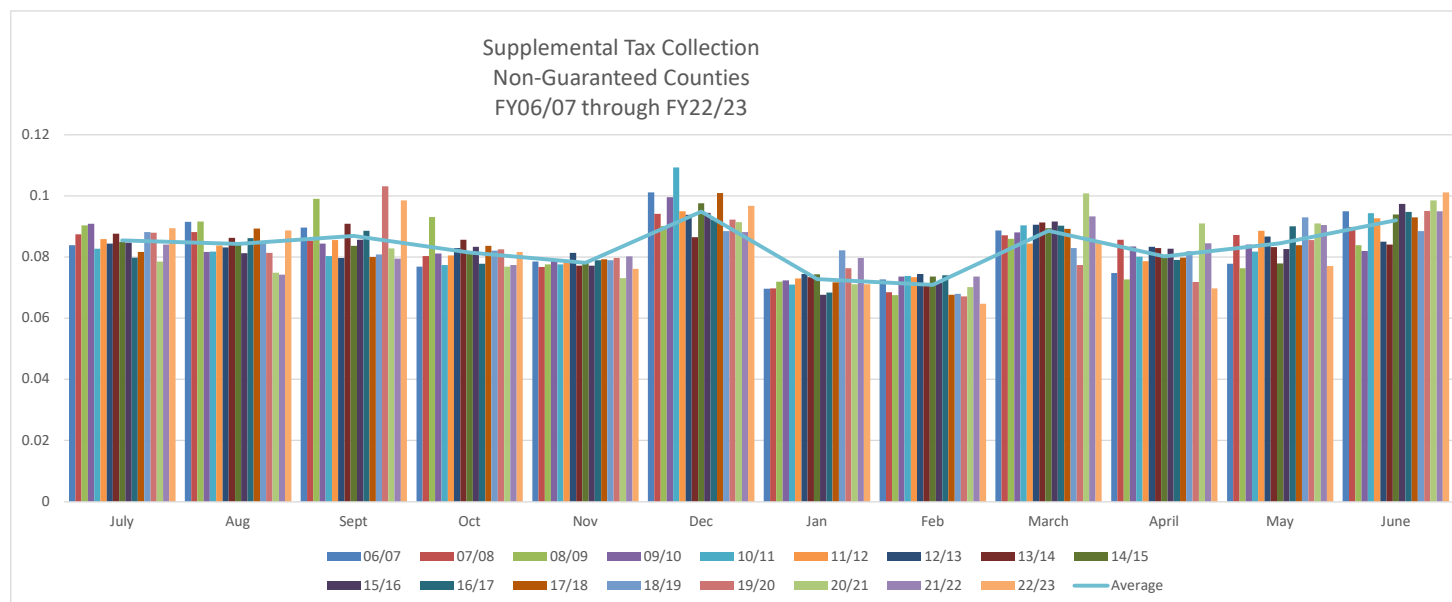
_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

East Fork Fire Protection District
Report of Consolidated Taxes Collected
FY23-24

% of year: 33.00%

Actual														%
2023-24	July	August	September	October	November	December	January	February	March	April	May	June	Total	
BCCRT	5,742,627	511,947.27	499,133.51	519,054.57	453,522.05								1,983,657.40	34.54%
SCCRT	20,248,274	1,744,533.99	1,693,161.47	1,768,776.52	1,505,182.05								6,711,654.03	33.15%
CIGARETTE	133,389	12,523.66	9,667.87	10,555.85	8,981.60								41,728.98	31.28%
LIQUOR	76,583	8,434.64	6,237.61	5,270.22	6,909.13								26,851.60	35.06%
RPTT **	1,243,174			394,697.05	-								394,697.05	31.75%
GST	3,645,118	300,957.12	318,084.82	312,870.90	326,701.00								1,258,613.84	34.53%
TOTAL	31,089,165	2,578,396.68	2,526,285.28	3,011,225.11	2,301,295.83	-	-	-	-	-	-	-	10,417,202.90	33.51%
EFFPD Share	2,559,771													
Avg Monthly Payment	213,314													
Actual Payment		212,287.35	207,864.41	249,023.53	188,837.12								858,012.41	33.52%
EFFPD Share of Total Collections		8.23%	8.23%	8.27%	8.21%								8.24%	
Over/(Under) Average		(1,026.89)	(5,449.83)	35,709.29	(24,477.12)								4,755.45	

** RPTT collected and remitted quarterly



Average Monthly	8.54%	8.43%	8.69%	8.15%	7.81%	9.48%	7.28%	7.09%	8.86%	8.02%	8.45%	9.20%
Average Cumulative	8.54%	16.97%	25.66%	33.81%	41.62%	51.10%	58.38%	65.47%	74.33%	82.35%	90.80%	100.00%

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action on the second reading of the administrative modifications to Resolution 2022R-007, creating Resolution 2023R-011, adopting the *2018 International Fire Code* and all model codes, with the exception of the *2018 International Wildland Urban Interface Code*, as adopted by the Nevada State Fire Marshal's Division through its enactment of NAC 477, and as amended by the District. This is the second reading. (Amy Ray, Deputy Fire Chief/Fire Marshal) 20 minutes.
2. **Recommended Motion:** Motion to approve the adoption of the *2018 International Fire Code* and all model codes, with the exception of the *2018 International Wildland Urban Interface Code*, as adopted by the Nevada State Fire Marshal's Division through its enactment of NAC 477, and as amended by the District, effective April 2, 2024. This is the second reading.
3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
4. **Prepared by:** Tod F. Carlini, District Fire Chief and Amy Ray, Deputy Chief/Fire Marshal
5. **Meeting Date:** January 16, 2024 **Time Required:** 20 minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** In July 2022 the Board directed Administration to put together a Resolution to adopt the *2018 International Fire Code* and all model codes as adopted by the Nevada State Fire Marshal's Division through its enactment of NAC 477, and as amended by the District, creating Resolution 2022-007, with an effective date of April 2, 2024, on the passage of the ordinance amending Douglas County Title 20.

Resolution 2022R-007 has been in place and enforced since January 1, 2023. The Administration has spent several months working with Douglas County Community Development on their proposed changes to Douglas County Code Title 20, which includes amendments to several model codes such as the *2018 International Fire Code* and *2018 International Wildland Urban Interface Code*. As a result of this cooperative effort, the decision was made to remove the requirements of the *2018 IFC* and *2018 IWUIC*, with amendments, from Title 20, thus referencing the District's adopted Resolution regarding these codes. As a result, the District would need to add administrative amendments to the current Resolution 2022R-007 to coincide with the proposed amendments by Douglas County Community Development, creating Resolution 2023R-011. The creation of this new Resolution will be extremely beneficial to the construction and development community, as it would provide alignment of the adopted model codes by both entities, including consistency in language, for regulation and enforcement. Today's agenda item includes the presentation and second reading on the proposed Resolution 2023R-011, which includes minor administrative modifications, suggestions of Douglas County Community Development and the community.

8. **Reviewed by:**

_____ District Fire Chief
_____ Legal Counsel

_____ Board President
_____ Other

9. **Board Action:**

_____ Approved
_____ Denied
_____ Other

_____ Approved with Modifications
_____ Deferred

Agenda Item # 6

RESOLUTION NO. 2023R-011

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EAST FORK FIRE PROTECTION DISTRICT**

**TO ESTABLISH REGULATIONS ADOPTING THE 2018 INTERNATIONAL FIRE CODE AND ALL MODEL
CODES, WITH THE EXCEPTION OF THE 2018 INTERNATIONAL WILDLAND INTERFACE CODE, AS ADOPTED BY
THE NEVADA STATE FIRE MARSHAL'S
DIVISION THROUGH NAC 477 AND AS AMENDED BY THE DISTRICT**

WHEREAS, the East Fork Fire Protection District is governed by NRS 474.010 through NRS 474.450; and,

WHEREAS, NRS 474.007 provides that the activities of a County Fire Protection District are separate from county activities and any other political subdivision in this State; and,

WHEREAS, NRS 474.160 general powers and duties, states that the Board of Directors shall manage and conduct the business and affairs of the County Fire Protection District, adopt and enforce all rules and regulations necessary for the administration of the District and for the furnishing of fire protection, thereto, which may include regulations relating to fire prevention; and,

WHEREAS, the Nevada State Fire Marshal's Division has delegated fire and life safety functions to the District through an Interlocal Agreement; and,

WHEREAS, the Interlocal Agreement allows the District to adopt regulations that meet or are more stringent than those model codes adopted under NAC 477, with amendments; and,

WHEREAS, the District has a legal and binding obligation to carry out the delegated authorities granted by the Nevada State Fire Marshal's Division within the boundaries of the District; and,

WHEREAS, the Board desires to adopt the regulations identified as Exhibit A attached hereto, including all amendments thereto; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Fork Fire Protection District hereby adopts regulations adopting the 2018 International Fire Code and all model codes, with the exception of the 2018 International Wildland Interface Code, as adopted by the Nevada State Fire Marshal's Division and Nevada Administrative Code 477 including those approved amendments by the District, effective upon passage.

ADOPTED this

VOTE:

Ayes _____

Nays _____

Absent _____

President
Board of Directors
East Fork Fire Protection District

Attest:

Holly Megee, Board Clerk

A resolution adopting the *International Fire Code, International Building Code, International Existing Building Code, Uniform Mechanical Code and Uniform Plumbing Code* as regulation; prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion; providing for the issuance of permits for hazardous uses or operations; and establishing a bureau of fire prevention and providing officers therefore and defining their powers and duties.

The following changes are made to the 2018 edition of the *International Fire Code* as adopted by reference in NAC 477.281:

“*International Fuel Gas Code*” is deleted and replaced with “N.F.P.A. Standard 54, 2018 edition, or the most current version adopted by the Board for the Regulation of the Liquefied Petroleum Gas in NAC 590.610.”

“*International Mechanical Code*” is deleted and replaced with “2018 *Uniform Mechanical Code*.”

“*International Plumbing Code*” is deleted and replaced with “2018 *Uniform Plumbing Code*.”

Section 102.5 Application of residential code.

Where structures are designed and constructed in accordance with the *International Residential Code*, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. The water supply shall be approved by the fire code official. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 shall apply, to include residential solar photovoltaic systems and energy storage systems.
2. Administrative, operational and maintenance provisions of this code shall apply.

102.7 Referenced codes and standards.

The codes and standards referenced in this code shall be the most current that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section 102.7.1 and 102.7.2.

103.1 General.

The department of fire prevention is established within the jurisdiction under the direction of the *fire code official*. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

- A. Except as otherwise provided the IFC shall be enforced by the department of fire prevention of the fire district having jurisdiction in the county, which is established and operated under the supervision of the chief of each fire district.
- B. In all portions or sections within the boundaries of Douglas County where local fire protection districts have been formed for the purpose of fire protection, enforcement of the chapter shall be affected by the fire chief of the local district.

103.3 Deputies.

The chief and members of the department of fire prevention have the ability to perform their duties pursuant to this code including the authority to issue citations for the violation of any and all provisions of the *International Fire Code* and NAC 477.

105.6.20 Hazardous materials.

An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. When a permit is required to be obtained for hazardous materials, the Nevada Combined Agency Hazardous Material Facility Report must be completed and the appropriate fees paid.

Section 105.6.51 Fire Fighter Air Replenishment Systems.

An operational permit is required to maintain a Fire Fighter Air Replenishment System.

Section 105.6.52 Emergency responder radio coverage system.

An operational permit is required for the operation and maintenance of an emergency radio coverage system and related equipment, as specified in Section 510.

Section 105.6.53 Energy storage systems.

An operational permit is required for stationary and mobile energy storage systems regulated by Section 1207 and NFPA 855.

Section 105.7.26 Firefighter air replenishment systems.

A construction permit is required for installations of or modification to a Fire Fighter Air Replenishment System. The construction permit application shall include documentation of an acceptance and testing plan as specified in Section L103.2.

105.7.27 Energy storage systems.

A construction permit is required to install energy storage systems regulated by Section 1207 and NFPA 855. Plans shall be submitted for review and approval.

Section 106 Fees.

A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical,

gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the fire code official. Final permit valuation shall be set by the fire code official.

108.2 Testing and operation.

All fire sprinkler systems, fire alarm systems, portable fire extinguishers, smoke detection systems, and other fire protective or extinguishing systems or appliances installed or required to be installed in a building which has a commercial or industrial occupancy shall have an annual maintenance inspection performed by a fire protection firm which is licensed by the Nevada State Fire Marshal. All costs for maintenance or repair shall be the responsibility of the property owner. A written report shall be forwarded to the fire protection agency having jurisdiction indicating the adequacy or inadequacy of the system.

109.1 Board of appeals established.

In order to determine the suitability of alternate materials or other means of construction an appeal may be made to the East Fork Fire Board of Directors, who shall be the final authority on such appeal.

110.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$1000.00 dollars or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 202 General Definitions.

Lithium metal polymer battery. A storage battery that is similar to the lithium ion battery except that it has a lithium metal anode in the place of the traditional carbon or graphite anode.

Nickel-metal hydride (Ni-MH). An alkaline storage battery in which the positive active material is nickel oxide, the negative electrode is an intermetallic compound and the electrolyte is usually potassium hydroxide.

High Rise Building. A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

Factory Industrial F-1 Moderate-hazard occupancy. Factory industrial uses that are not classified as Factory Industrial F-2 Low Hazard shall be classified as F-1 Moderate Hazard and shall include, but not be limited to, the following:

Energy storage systems (ESS) in dedicated-use buildings

Institutional Group I-2. Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than five persons who are not capable of self-preservation. All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a ‘Category 2 resident’ and which has an occupant load of more than 10 residents, is classified as an ‘I-1’ occupancy classification. This group shall include, but not be limited to, the following:

- Foster care facilities
- Detoxification facilities
- Hospitals
- Nursing homes
- Psychiatric hospitals

Institutional Group I-4, day care facilities. Institutional Group I-4 shall include buildings and structures occupied by more than three persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians, relatives by blood, marriage, or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

- Adult day care
 - Adult day care
 - Child day care

Classification as Group E. A child day care facility that provides care for more than five but not more than 100 children 2 1/2 years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

Within a place of religious worship. Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care. A facility having six or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Residential Group R-1. Residential Group R-1 occupancies containing *sleeping units* where the occupants are primarily transient in nature, including:

- Boarding houses (transient) with more than 10 occupants
 - Brothels
 - Boarding houses (transient)*
 - Congregate living facilities (transient) with more than 10 occupants
 - Hotels (transient)
 - Motels (transient)

Residential Group R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

- Apartment houses

Congregate living facilities (nontransient) with more than 16 occupants
Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Hotels (nontransient)
Live/work units
Motels (nontransient)
Vacation timeshare properties

Residential Group R-3. Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*
Care facilities that provide accommodations for three or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Congregate living facilities (*transient*) with 10 or fewer occupants
Boarding houses (*nontransient*)
Lodging houses (*transient*) with five or fewer *guestrooms* and 10 or fewer occupants

Residential Group R-4. Residential Group R-4 shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. Buildings of Group R-4 shall be classified as one of the occupancy conditions indicated below. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Reintegration facilities
Social rehabilitation facilities
Transient living facilities
Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in the *International Building Code*.

Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are

capable of responding to an emergency situation to complete building evacuation.

Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

SPECIAL HAZARD FOR EMERGENCY SERVICE COMMUNICATIONS. Construction features which have been found to limit communications as determined by the fire code official.

TOWNHOUSE. Per NRS 278.586 (6) b.: a unit that shares a common wall with two or more units. Therefore, a townhouse is not a “Residential dwelling unit”. All townhouses shall be constructed under the International Building Code. See Douglas County Code Title 20, Appendix B, Section R313.1.

UNWANTED ALARM. Any alarm that occurs that is not the result of a potentially hazardous condition.

307.2 Permit required.

A permit shall be obtained from East Fork Fire in accordance with Section 105.6 prior to kindling a fire for recognized open burn, silvicultural or range or wildlife management practices, prevention or control of disease or pests, or vegetation management Application for such approval shall only be presented by and permits issued to the *owner* of the land on which the fire is to be kindled.

307.2.1 Burn barrels prohibited. The use of burn barrels within the boundary of East Fork Fire Protection District is prohibited.

307.2.2 Garbage Burning Prohibited:

Any person who attempts to burn or burns kitchen and table refuse, offal, swill, other parts and accumulation of animals (whether domestic or wild), vegetables, meats, fish, fowl, birds or fruits, waste matter and/or papers is in violation of this Chapter and Code Section.

307.2.3 Rubbish Burning Prohibited:

Any person who attempts to burn or burns waste including, but not limited to, treated wood, construction debris, roofing materials, paper boxes, rags, moist grass clippings, old hay or straw, barn sweepings, railroad ties treated with creosote or other preservatives, latex paints and thinners, brushes, tools, wet storage, alkaline and lithium batteries, furniture, plastic pipe and fittings, galvanized pipe and fittings, and all other combustible materials deemed by East Fork Fire District having jurisdiction to be garbage, rubbish, or trash is in violation of this Chapter and Code Section.

307.2.4 Toxic, Dangerous or Hydrocarbon Product Burning Prohibited:

Any person who attempts to burn or burns any combustible liquid, waste oil, gasoline, diesel fuel, alcohol or liquid byproducts of any commercial process is in violation of this Chapter and Code Section.

307.2.5 Plastic or Rubber Products:

Any person who attempts to burn or burns any plastic or rubber product, no matter what the chemical compound, unless cellulose base is over 95% by weight, is in violation of this Chapter and Code Section.

307.2.6 Water Supply and Tools:

All Open Burns shall have a ready water supply and proper hand tools, or farm or heavy equipment available at the burn site that is sufficient to halt the spread of a fire that escapes control by the attendant.

307.2.7 Exceptions:

Open Burning fires no more than five feet in diameter, used exclusively for heating livestock, or branding of livestock for lawful ownership identification, are exempted from the Permit requirements under this Chapter.

307.2.8 Powers and Duties of Fire District:

East Fork Fire District and its officers or agents may, without further process of law, enter onto the private or public property of another for the purposes of investigating any smoke or fire observed, to determine if a Permit has been issued in accordance with this Section, and to determine if violations of Code Sections 307.2 through 307.13 inclusive, or state law or regulation have occurred.

307.2.9 Cost of Extinguishment:

The fire district having jurisdiction and its officers or agents may initiate, through the East Fork Fire District Attorney, appropriate legal action to recover all costs incurred to extinguish any fire and/or remove fire debris or other material involved in any fire, ignited or maintained in violation of this Chapter. East Fork Fire District may record a lien against the real property where the Open Burn occurred in the amount of the costs incurred, and/or pursue all other appropriate legal remedies to recover the costs incurred.

307.2.10 Penalty for Violation of Provisions:

Any person, persons, firm, partnership, trust, company, association, corporation, or other entity that violates any provision of this Chapter, is guilty of a misdemeanor, and is subject to a maximum fine of \$1000 and six months in jail for each violation.

307.2.11 Suspension or Revocation of Permit:

The Fire Chief or his designee, of East Fork Fire District, may immediately suspend any permit issued under this Chapter by issuance of a "Stop Order" in writing to the attendant of the fire, or by posting the "Stop Order" visibly and conspicuously on the property where the Open Burn occurred or is expected to occur.

307.3 Extinguishment authority.

Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, East Fork Fire, the fire agency having jurisdiction, its officers or agents may, without further process of law, extinguish any fire ignited or maintained in violation of the requirements or this Chapter.

NRS 474.550 Provides that: “Any person, firm, association, or agency which willfully or negligently causes a fire ... may be charged with the expense incurred in the extinguishing the fire...”

Section 307.4.3 Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with manufacturer’s instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Exception: Portable outdoor fireplaces used at one- and two-family *dwelling*s shall be used in accordance with manufacturer’s instructions.

Section 308.1.4 is deleted in its entirety.

Section 308.1.6.3 Sky lanterns.

A person shall not release or cause to be released sky lantern or similar device with an open flame fuel source.

Section 315.4.3 Pallets and Firewood

The storage height for scrap pallets and all firewood shall be a maximum height of 10 feet (3048 mm) and such materials shall be stored and secured in a manner to assure stability and prevent the materials from slipping, sliding, toppling, collapsing, or falling.

Section 319.4.1 Fire protection for cooking equipment.

Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Sections 607.2 and 904.12.

Section 320 Natural Gas Meter Protection.

Section 320.1 General. A protective cover shall be provided over natural gas meter assemblies serving buildings, or portions thereof, located at an elevation of 5,800 feet (1767.48 m) or higher. The protective cover shall be designed to be equal to or greater than the Building Design Load (as determined by the Building Department having jurisdiction). The cover shall be approved by the natural gas supplier, shall be installed over the meter assembly, and securely supported to the ground or diagonally to the building wall. When supported to the ground, the footing of the supports shall extend a minimum of 6-inches (152.4 mm) below finished grade. Pre-cast concrete piers may be used in lieu of poured footings, provided they are placed on stable soil.

Section 403.12.3.2 Training.

Training for crowd managers shall be in compliance with the latest International Code Council or National Fire Protection Association’s standards or guidelines.

Section 503.2.3 Surface.

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced and paved so as to provide all-weather driving capabilities that are acceptable to and approved by the authority having jurisdiction.

Exception: Temporary access roads serving only buildings under construction are not required to be paved.

Section 503.4 Obstruction of Fire apparatus access.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. In addition to the penalty or code violation contained in Douglas County Code Title 20, and in addition to the regulation set forth in title 10, “Vehicles and Traffic”, vehicles in violation of this subsection may be cited or towed at the owner’s expense. The sheriff’s office is given concurrent jurisdiction with the East Fork Fire Chief in Douglas County to enforce the provisions of this title.

505.1 Address identification.

New and existing buildings must be provided with approved, maintained all-weather address numbers, building numbers or address identification. The address numbers, building numbers or address identification must be legible and placed in a position that is visible from the street or road fronting the property. The characters in address numbers, building numbers or address identification must contrast with their background. Address numbers, building numbers or address identification must be Arabic numbers or alphabetical letters. Each number, character and letter must be a minimum of 6 inches (152.4 mm) high for buildings that are within 50 feet of the street, 12 inches high for buildings that are within 51 to 100 feet of the street and 18 inches high for buildings that are over 100 feet from the street. Each number, character and letter must be a minimum stroke width of 0.5 inch (12.7 mm). Each character shall be 6 inches high with a minimum stroke width of ½-inch for residential occupancies. Where access is by means of a private road or driveway and the building cannot be viewed from the public way, a monument, pole or other sign or means must be used to identify the structure. Where required by fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. The requirements of this paragraph can be adjusted to allow large Arabic numbers or alphabetical letters as required by the fire code official for the needs of campuses and complexes for planning and coordination as listed under N.F.P.A. 3000, 2018 edition. Address identification shall be maintained.

Section 507.3 Fire Flow.

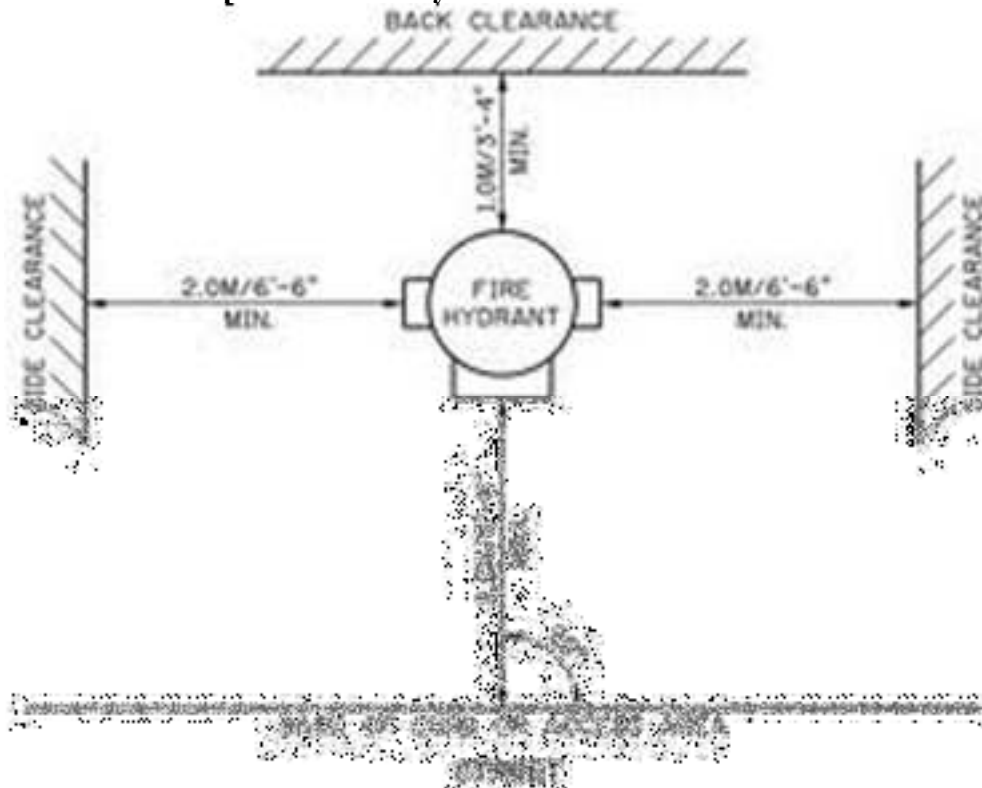
Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method. Subject to the approval of the fire authority, if the required fire flow is not available for adequate fire protection, an approved automatic fire sprinkler system shall be installed throughout the building or buildings. The sprinkler system must meet the requirements of the appropriate N.F.P.A. standard. The provisions of this paragraph do not apply if a fire sprinkler system is otherwise required by this chapter or the adopted codes.

Section 507.3.1 Fire Flow for Residential Construction.

Fire flow for residential construction, in accordance with the requirements of Section 102.5 (1), shall be calculated in accordance with NFPA 1142. All residential plan submittals

shall include the explanatory calculations in accordance with *International Wildland Urban Interface Code* Chapter 4. Calculations shall be based on the volume calculation of the total building area (that is everything under a roof, including garages, covered entry and covered patios).

Section 507.5.5 Clear Space Around Hydrants.



507.5.5 Diagram

A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved. In addition, a minimum clear space of seven-and one-half feet (2286 mm) shall be maintained to both sides directly in front of the pumper connection. This requirement shall apply to any public or private property.

Section 508.1.6 Required features.

The fire command center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication system control unit.
2. The fire department communications system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicators and controls for the air distribution systems.
6. The fire fighter's control panel required by Section 909.16 for smoke control systems

installed in the building.

7. Controls for unlocking interior exit stairway doors simultaneously.
8. Sprinkler valve and water-flow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Schematic building plans indicating the typical floor plan and detailing the building core, *means of egress*, *fire protection systems*, fire-fighter air-replenishment systems, fire-fighting equipment and fire department access, and the location of *fire walls*, *fire barriers*, *fire partitions*, *smoke barriers* and smoke partitions.
13. An approved Building Information Card that includes, but is not limited to, all of the following information:
 - 13.1. General building information that includes: the number of floors in the building above and below grade, use, and occupancy classification (for mixed uses, identify the different types of occupancies on each floor) and the estimated building population during the day, night, and weekend;
 - 13.2. Building emergency contact information that includes: a list of the building's emergency contacts including, but not limited to, building manager, building engineer and their respective work phone number, cell phone number and e-mail address;
 - 13.3. Building construction information that includes: type of building construction including but not limited to floors, walls, columns and roof assembly;
 - 13.4. Exit access stairway and exit stairway information that includes: number of exit access stairways and exit stairways in building; each exit access stairway and exit stairway designation and floors served; location where each exit access stairway and exit stairway discharges, interior exit stairways that are pressurized; exit stairways that are provided with emergency lighting; each exit stairway that allows reentry; exit stairways providing roof access; elevator information that includes: number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve; location of elevator machine rooms, control rooms, and control spaces; location of sky lobby; and location of freight elevator banks;
 - 13.5. Building Services and system information that includes: location of mechanical rooms, location of building management system, location and capacity of all fuel oil tanks, location of emergency generator and locations of natural gas service.
 - 13.6. Fire protection system information that includes: location of standpipes, location of fire pump room, location of fire department connections, floors protected by automatic sprinklers and location of different types of automatic sprinkler systems installed including but not limited to dry, wet, and pre-action;
 - 13.7. Hazardous material information that includes: location and quantity of hazardous material;
14. Work table.
15. Generator supervision devices, manual start and transfer features.
16. Public address system, where specifically required by other sections of this code.
17. Elevator fire recall switch in accordance with ASME A17.1/CSA B44.
18. Elevator emergency or standby power selector switch(es), where emergency or

standby power is provided.

19. The central control station shall be provided with heating, cooling, and ventilation (HVAC) systems that are independent of any other building system or area. HVAC for the central control station shall be connected to the emergency power system.

20. Lighting shall provide adequate illumination and shall be on emergency service with additional battery backup emergency lighting.

21. Inside Telephone Line. A telephone connected to the premise's telephone exchange shall be provided. A current premise's telephone directory shall be placed next to this telephone.

22. The main switch for disconnecting the utility power and any alternate power sources shall be in the fire command center. Switches shall be covered to prevent utility power feeds and any alternate power sources before entering the building. After the switch is operated, no live electrical panels, conductors, or feeds within the premises shall remain energized excluding the emergency electrical circuits.

510.1 Emergency responder radio coverage in new buildings.

Emergency responder radio coverage systems must be provided throughout any building that meets one of the following standards:

1. *High-rise buildings*: Buildings with a floor used for human occupancy that is located more than 55 feet above the lowest level of fire department vehicle access.
2. *Underground and below-grade buildings*: Buildings with a floor level that is below the finished floor of the lowest level of the exit discharge of any level.
3. *Other buildings*: The fire code official is authorized to require a technical opinion and report, in accordance with section 104.7.2, for buildings whose design, due to location, size, construction type or other factors, could impede radio coverage as required by section 510.4.1. The report shall make a recommendation regarding the need for an emergency responder radio coverage system.

The installation of the Emergency Responder Radio Coverage shall be in accordance with the IFC and NFPA 1225.

510.2 Emergency responder radio coverage in existing buildings.

Existing buildings, other than buildings with an occupational classification of Residential Group R-3, which do not have approved radio coverage for emergency responders in the building based on existing coverage levels of the public safety communications systems, must be *equipped* with such coverage according to one of the following conditions:

1. Existing buildings that do not have approved radio coverage, as determined by the Fire Chief, in accordance with section 510.4.1.
2. Where an existing wired communication system cannot be repaired or is being replaced.
3. Within a time frame established by the adopting authority.

Exception: An existing building is not required to be equipped with such coverage where the fire code official determines that the radio coverage for emergency responders is not needed.

The installation of the Emergency Responder Radio Coverage shall be in accordance with the IFC and NFPA 1225.

604.3.2 Service disconnect location.

The service disconnecting means shall be installed at a readily accessible location outside of a building or structure inside nearest the point of entrance of the service conductors. The disconnecting means may be located independent of the building or structure served, in direct line of sight, but not to exceed thirty (30) feet.

Exception: The service disconnecting means may be installed within a building when an external remote shunt trip switch is provided. All shunt trip switches shall be located at seven feet (7') above finish grade at a location approved by the fire department. All shunt trip switches shall be located within twelve inches (12") equilateral triangle, red in color.

Section 704.3 Wood-burning appliances and flue shafts.

The interior of any firewood-burning fireplace enclosure and flue shaft constructed of combustible framing materials shall be completely lined with taped 5/8" type "X" drywall.

Section 901.11 Problematic unwanted fire alarms.

Problematic unwanted fire alarms are a violation of this code. When a fire alarm system is required by this code, it shall be the responsibility of the property owner or owner's authorized agent to maintain the system and properly educate occupants, tenants, and/or employees in accepted behavioral practices that will minimize or eliminate false and/or nuisance alarms. This includes nuisance activations in response to predictable environmental stimuli such as but not limited to cooking fumes, smoking, and construction activities. Where unwanted alarms become repetitive, the fire code official is authorized to charge fees or issue administrative citations to the property owner in accordance with the Incident Reimbursement Rate fee schedule or administrative code as established by the East Fork Fire Protection District.

Section 901.4.6.2 Marking on access door.

Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved and maintained approved all-weather sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).

Section 903.2 Where Required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

In all occupancies except group R-3 and U occupancies, a building that is more than two stories in height, including any height added by usable floor space, must have an automatic

sprinkler system throughout. Any open parking garage and any airport control tower is exempt from this requirement to install an automatic sprinkler system.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the *International Building Code*, or both.

Section 903.2.1.2 Group A-2.

An automatic sprinkler system shall be provided for Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464 m²).
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Occupancies containing a casino, regardless of occupancy classification, must be designed and built with a sprinkler system classified as an Ordinary Hazard Group 2.

903.2.8.5 Required automatic fire sprinkler systems in IBC structures.

All new structures built under the requirements of the *International Building Code* greater than or equal to 5,000 square feet and greater than 2 stories in height, shall be required to install an automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, R, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the square footage to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10, or as required. Pursuant to NRS 278.586 Section 6(6). As used in this section:

- (a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.
- (b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:

Airport towers and open parking garages complying with IBC 406.5 are exempt from this table.

903.2.8.6 Required automatic fire sprinkler systems in IRC structures.

All new structures built under the requirements of the *International Residential Code* and greater than or equal to 5,000 square feet of living space, shall be required to install a residential

automatic fire sprinkler system in accordance with NFPA 13D. This system shall be extended to and include protection in the garage. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, *International Wildland Urban Interface Code* or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the living space to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire walls and fire barriers shall not be used to separate fire areas within the living space. This shall include accessory dwellings. Pursuant to NRS 278.586 Section 6(6) 6. As used in this section:

(a) “Automatic fire sprinkler system” has the meaning ascribed to it in NRS 202.580.

(b) “Residential dwelling unit” does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:

Accessory structures are exempt from the requirement for installation of residential fire sprinklers, but are not exempted from the requirements for fire flow in accordance with Sections 507.3 and 507.3.1 of these Regulations.

Section 903.2.3 Group E.

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet (1115 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. The Group E fire area has an occupant load of 300 or more.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest.

4. Daycare facilities where there is occupancy from 12:00 am to 6:00 am and care for 7 or more children.

In high schools where, automatic fire sprinkler systems are provided, the automatic fire sprinkler systems for automotive and woodworking shops must be designed to Ordinary Hazard, Group 1 automatic fire sprinkler systems criteria, or as required by the authority having jurisdiction.

Section 903.3.1.1 NFPA 13 Sprinkler Systems.

Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1 or 903.1.1.2. An R-1 or R-2 occupancy that has more than two stories must have an NFPA 13 system installed.

Section 903.3.1.2 NFPA 13R Sprinkler System.

Automatic sprinkler systems in Group R occupancies up to and including two stories in height shall be permitted to be installed throughout in accordance with NFPA 13R. An R-1 or R-2 occupancy that has more than two stories shall have an N.F.P.A. 13 system installed.

903.4 Sprinkler system supervision and alarms.

All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinkler systems protecting one-and two-family dwellings.
2. Limited area systems in accordance with Section 903.3.8.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position. This exception will not apply to any of the above-mentioned control valves if they are located in a building equipped with any fire alarm or protection system that is required to be monitored by a central station fire alarm company.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.4.2 Alarms.

An approved alarm notification appliance, located on the exterior of the building in an *approved* location, shall be connected to each *automatic sprinkler system*. Approved alarm notification appliances shall be provided within each tenant space on the interior of the building and in an approved location. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system. When residential (single family dwelling) automatic sprinkler systems are provided, water flow activation shall provide occupant notification at all occupied levels and sleeping units, with minimum audible notification level of 75 dba sound pressure at pillow height. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system

Section 903.4.3 Floor control valves.

Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in buildings two stories or greater and in any building that contains a basement.

Section 906.2 General requirements.

Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and NFPA 10. The internal components of carbon dioxide, wet chemical, halogenated agent, aqueous film-forming foam (AFFF) and film-forming fluoroprotein (FFFP) portable fire extinguishers shall be examined in accordance with N.F.P.A. Standard 10, 2018 edition, table 7.3.3.1. The internal components of all other portable fire extinguishers shall be examined annually.

Exceptions:

1. Travel distance to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies.
2. Thirty-day inspections shall not be required, and maintenance shall be allowed to be annually for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:
 - 2.1 Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.
 - 2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.
 - 2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.
 - 2.4 Electronic monitoring devices and supervisory circuits shall be tested annually when extinguisher maintenance is performed.
 - 2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10.
3. In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.

Carbon dioxide, wet chemical, halogenated agent, AFFF and FFFP portable fire extinguishers shall be internally examined in accordance with NFPA 10. All other portable fire extinguishers shall be internally examined annually.

Section 907.2.9.4 Automatic smoke detection systems in Group R-4.

An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in corridors, waiting areas open to corridors and habitable spaces other than sleeping units and kitchens.

Exceptions:

1. Smoke detection in habitable spaces is not required where the facility is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 907.2.10.2.1 Alternative to single- and multiple-station smoke alarms.

Fire alarm in place of single and multiple-station smoke alarms may be replaced by an NFPA 72 Household compliant fire alarm system. Plans shall be submitted to the local fire authority and permit obtained prior to installation. All fire alarm installation contractors shall be required to be licensed by both the Nevada State Contractors Board and Nevada State Fire Marshal (F license).

Section 907.5.2.1.1 Average Sound Pressure.

The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building.

The minimum sound pressure levels shall be 90 dBA in mechanical equipment rooms and 80 dBA in all other occupancies.

Section 907.5.2.3 Visible Alarms

Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.3.

Exceptions:

1. Visible alarm notification appliances are not required in *alterations*, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in *exits* as defined in Chapter 2.
3. Visible alarm notification appliances shall not be required in elevator cars.
4. Visual alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
5. Visible alarm notification appliances are not required in storage rooms, electrical rooms and mechanical rooms that are not normally occupied and are less than 400 square feet.
6. Visible alarm notification appliances are not required in janitor closets.

Section 907.10 Smoke alarm maintenance

Smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms shall be replaced when they fail to respond to operability tests, or when they exceed 10 years from the date of manufacture, unless an earlier replacement is specified in the manufacturer's published instructions. The provisions of this section apply when any work that requires a permit is conducted on a new or existing building or structure.

Section 910.1 General (Smoke and Heat Removal).

Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.

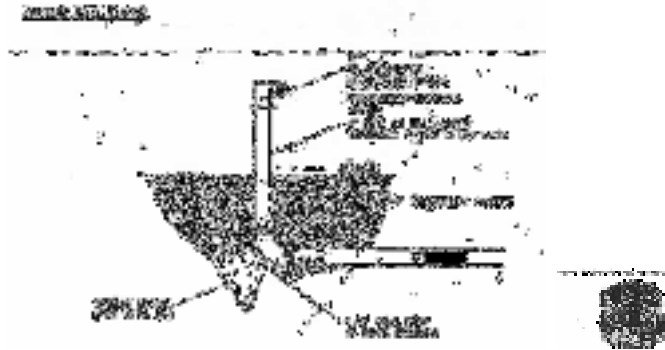
2. Automatic smoke and heat vents are not required within areas of buildings equipped with early suppression fast-response (ESFR) sprinklers unless the area of a Group F-1 or S-1 occupancy protected with the ESFR sprinklers has an exit access travel distance of more than 250 feet (76 200 mm).

Section 910.2.2 High-piled combustible storage.

Smoke and heat removal required by Table 3206.2 for buildings and portions thereof containing high-piled combustible storage shall be installed in accordance with Section 910.3 in unsprinklered buildings. In buildings and portions thereof containing high-piled combustible storage equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, a smoke and heat removal system shall be installed in accordance with 910.3 or 910.4. Smoke and heat vents shall be activated by manual controls only per Section 910.4. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with 910.4 shall be installed.

912.1 Installation.

Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7. The fire department connection in the East Fork Fire Protection District shall be provided as below:



Section 912.5 Signs.

An approved all-weather sign with raised letters not less than 1 inch (25 mm) in size indicating the building address or areas served by the fire department connections serving automatic sprinklers, standpipes or fire pump connections shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided on the fire department connection indicating the portions of the building served or as required by the fire code official.

Section 913.4 Valve Supervision.

Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods.

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location.

915.1.1 Where required.

Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R, including, without limitation, Residential Group R-3 occupancies used for transient occupancy of less than 30 days, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Sections 915.1.2 through 915.1.6 exist.

1010.1.10 Panic and fire exit hardware

Swinging doors serving a Group H occupancy and swinging doors serving rooms or spaces with an *occupant load* of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock other than *panic hardware* or *fire exit hardware*.

Exceptions:

1. A main *exit* of a Group A occupancy shall be permitted to have locking devices in accordance with Section 1010.1.9.4, Item 2.
2. Doors provided with *panic hardware* or *fire exit hardware* and serving a Group A or E occupancy shall be permitted to be electrically locked in accordance with Section 1010.1.9.9 or 1010.1.9.10.

Exit or exit access doors serving transformer vaults, rooms designated for batteries or energy storage systems, or modular data centers shall be equipped with panic hardware or fire exit hardware. Rooms containing electrical equipment rated 800 amperes or more that contain overcurrent devices, switching devices or control devices and where the exit or exit access door is less than 25 feet (7620 mm) from the equipment working space as required by NFPA 70, such doors shall not be provided with a latch or lock other than panic hardware or fire exit hardware. The doors shall swing in the direction of egress travel.

Section 1023.9.1 Signage requirements.

Stairway identification signs shall comply with all of the following requirements:

1. The signs shall be a minimum size of 18 inches (457 mm) by 12 inches (305 mm).
2. The letters designating the identification of the interior exit stairway and ramp shall be not less than 1 ½ inches (38 mm) in height.
3. The number designating the floor level shall be not less than 5 inches (127 mm) in height and located in the center of the sign.
4. Other lettering and numbers shall be not less than 1 inch (25 mm) in height.
5. Characters and their background shall have a non-glare finish. Characters shall contrast with their background, with either light characters on a dark background or dark characters on a light background.
6. Where signs required by Section 1023.9 are installed in the interior exit stairways and ramps of buildings subject to Section 1025, the signs shall be made of the same materials as required by Section 1025.4.
7. The background color of the sign shall be green if roof access is available from

the signed stairway. The background color of the signs shall be red if roof access is not available from the signed stairway.

1204.2.1 Solar photovoltaic systems for Group R-3 buildings.

Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.3. A construction permit shall be obtained in accordance with IFC Section 102.5 and Section 105.

Exceptions:

These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.

Section 2809.1 General (Exterior Storage).

Exterior storage of finished lumber products, fire wood, chips, hogged material and associated raw products shall comply with Sections 2809.1 through 2809.5.

3104.3 Label.

Membrane structures or tents shall have a permanently affixed label bearing the following information:

1. The identification of size and fabric or material type.
2. The names and addresses of the manufacturers of the tent or air-supported structure.
3. A statement that the fabric or material meets the requirements of Section 3104.2.
4. If treated, the date the fabric or material was last treated with flame-retardant solution, the trade name or kind of chemical used in treatment, name of person or firm treating the fabric or material, and name of testing agency and test standard by which the fabric or material was tested.
5. If untreated, a statement that no treatment was applied when the fabric or material met the requirements of Section 3104.2.

3209.4 Automated rack storage.

High-piled storage areas with automated rack storage shall be provided with a manually activated emergency shutdown switch. High-piled storage areas with automated rack storage shall be provided with a manually activated emergency shutdown switch and automatic shutdown in accordance with Sections 3209.4.1 and 3209.4.2.

3209.4.1 Manual activated shutdown.

A manually activated switch shall be provided to initiate the approved automatic shutdown process. The switch shall be clearly identified and shall be in a location approved by the fire code official.

3209.4.2 Automatic shutdown.

Automatic shutdown shall be required for high-piled combustible storage areas greater than 500 square feet (46 m²). The approved automatic shutdown process shall commence upon any of the following events:

1. Water flow is detected in the automatic sprinkler system, if present.
2. Activation of the fire detection system, if present.

Section 3903.3 Location.

The extraction equipment and extraction processes utilizing hydrocarbon solvents shall be located in a room or area dedicated to extraction. For other than CO₂ and nonhazardous extraction process, the extraction equipment and process shall be located in a room of noncombustible construction dedicated to the extraction process and the room shall not be used for any other purpose.

Section 3903.5 Use of flammable and combustible liquids.

Extraction and post oil processing operations, including dispensing of flammable liquids between containers, shall be performed in one of the following locations:

1. A chemical fume hood in accordance with Chapter of NFPA 45.
2. A room with an approved exhaust system installed in accordance with the *International Mechanical Code* or *Uniform Mechanical Code*.

Electrical equipment used within the hazardous exhaust fume hood shall be rated for use in flammable atmospheres. Heating of flammable or combustible liquids over an open flame is prohibited.

Exception 1: The use of a heating element not rated for flammable atmospheres, where documentation from the manufacture, or approved testing laboratory indicates the element is rated for heating of flammable liquids.

Exception 2: Unheated processes at atmospheric pressure using less than 16 oz. (473 ml) of flammable liquids shall not be required to comply with 3903.5(1) or 3903.5(2).

Section 3903.5.1 Electrical components.

All electrical components within the chemical fume hood or exhausted enclosure shall be approved permanent wiring, interlocked such that the exhaust system shall be in operation for lighting and components to be used.

Section 3903.6 Liquefied petroleum gas.

Liquefied petroleum gases (LPG) shall not be released to the atmosphere except where released in accordance with Section 7.3 of NFPA 58. LPG liquid piping systems shall be in compliance with NFPA 58.

Section 3903.6.1 Exhaust.

An approved exhaust system shall be provided for LPG extractions.

Section 3903.6.1.1 Installation.

The exhaust systems shall be installed and maintained in accordance with the Uniform Mechanical Code as adopted by the Authority Having Jurisdiction.

Section 3903.6.1.2 Processes.

All LPG extraction operations, including processes for off-gassing spent plant material and oil retrieval, shall be conducted within a chemical fume hood, enclosure, or room in compliance with the International or Uniform Mechanical Code as adopted by the Authority Having Jurisdiction and the Board for the Regulation of the Liquefied Petroleum Gas.

Section 3903.6.2 Electrical bonding and grounding.

All conductive equipment and conductive objects within the exhaust room shall be bonded and grounded with a resistance of less than 1.0×10^6 ohms in accordance with NFPA 70.

Section 3903.6.2.1 Classified areas.

The area within a hood or enclosure used of LPG extractions shall be classified as a Class 1, Division 1 hazardous location in accordance with NFPA 70. Areas adjacent to Class 1, Division 1 locations shall be classified in accordance with NFPA 70.

Section 3903.6.2.2 Interlocks.

All electrical components within the extraction room shall be interlocked with the hazardous exhaust system such that room lighting and other extraction room electrical equipment will only operate when the exhaust system is in operation.

Section 3903.6.2.3 Emergency power.

An automatic emergency power system shall be provided for the following items, when installed:

1. Extraction room lighting
2. Extraction room ventilation system
3. Solvent gas detection system

Section 3903.6.2.4 Gas detection systems.

Gas detection systems shall be provided with constant non-interlocked power.

Section 3903.7 Carbon dioxide extraction.

Carbon Dioxide extraction shall comply with sections 3903.7.1, 3903.7.2, and 3903.7.3.

Section 3903.7.1 Storage and handling.

All CO₂ compressed gas cylinders shall be secured in approved method to prevent falling.

Section 3903.7.2 CO₂ gas detection.

An approved, listed CO₂ detection system complying with 5307.4.3 shall be installed in the CO₂ extraction room. Auto-calibrating and self-zeroing devices or detectors shall be prohibited.

Section 3903.7.3 CO₂ discharge.

The extraction equipment pressure relief devices and blow-off valves shall be piped to the exterior of the building.

Section 3903.8 Means of egress.

For extraction rooms using hazardous materials, each room shall be provided with at least one exit access door complying with the following:

1. The door shall swing in the direction of egress travel.
2. The door shall be provided with a self-closing or automatic closing device.
3. The door shall be equipped with panic or fire exit hardware.
4. The exit access travel distance cannot be increased as allowed in Section 1017.2.2

for extraction/cultivation facilities.

Section 3903.9 Signage.

The NFPA 704 hazard rating diamond sign, minimum 10” in size, and no smoking signs shall be posted on the exterior of the extraction room door.

Section 3903.9.1 Safety data sheets.

All applicable safety data sheets (SDS) shall be posted in the approved location.

Section 3903.9.2 Warning signage.

Applicable hazard warning signage shall be posted throughout the facility as applicable for emergency equipment.

Section 3904.4 Site inspection.

Prior to the operation of the extraction equipment, the engineer of record or approved professional, as approved in Section 3904.2, shall inspect the site of the extraction process once equipment has been installed for compliance with the technical report and the building analysis. The engineer of record or approved professional shall provide a report of findings and observations of the site inspection to the fire code official prior to the approval of the extraction process. The field inspection report authored by the engineer of record shall include the serial number of the equipment used in the process and shall confirm that the equipment installed is the same model and type of equipment identified in the technical report.

Section 3904.5 Change of extraction medium.

Where the medium of extraction or solvent is changed from the material indicated in the technical report or as required by the manufacturer, the technical report shall be revised at the cost of the facility owner and submitted for review and approval by the fire code official prior to the use of the equipment with the new medium or solvent.

Section 5601.1.3 Fireworks.

Except as otherwise provided in this section, the possession, manufacture, storage, sale, use and handling of Class 1.3 and Class 1.4 pyrotechnics are only allowed in jurisdictions where specifically approved by local ordinance.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, as applicable for

consumer fireworks.

Section 5601.1.6 Exploding Targets.

The possession, manufacture, sale, and use of exploding targets, including binary exploding targets, are prohibited.

Section 6101.1 Scope.

Section 6101.1 of the IFC is deleted and amended substituting the following language:
6101.1 Scope. Storage, handling and transportation of liquefied petroleum gas (LP-gas) and the installation of LP-gas equipment pertinent to systems for such uses shall comply with this chapter and NFPA 58. Properties of LP-gases shall be determined in accordance with Appendix B of NFPA 58. In the event of a conflict between any provision in this chapter and the regulations of the Board for the Regulation of Liquefied Petroleum Gas, the regulations of the Board take precedence.

Chapter 80 – Referenced Standards

Add language to include NFPA 855 Standard for the Installation of Stationary Energy Storage Systems as a referenced standard.

Add language to include NFPA 1225 Standard for Emergency Services Communications as a referenced standard.

APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

Appendix B is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.

Section B102 Definitions.

Special Fire Protection Problem Facilities. Special Fire Protection Problem Facilities are those facilities that consist of uses similar to fires that may result in large size fires or fires with high heat release such as bulk flammable liquid storage, bulk flammable gas storage, large varnish and paint factories, some plastics manufacturing and storage, aircraft hangars, distilleries, refineries, lumberyards, grain elevators, chemical plants, coal mines, tunnels, subterranean structures, storage facilities, and warehouses using high rack/piled storage for flammables or pressurized aerosols.

Section B103.3 Areas without water supply systems.

For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize the *International Wildland-Urban Interface Code* or NFPA 1142 where the site is not considered as a “special fire protection problem” as defined in Section B102.

Table B105.2 Required Fire Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

Table B105.2 of Appendix B Fire-Flow Requirements for Buildings is amended to read as follows:

**TABLE B105.2
REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY
DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the International Fire Code	50 % of the value in Table B105.1(2)	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the International Fire Code	50 % of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced flow rate shall be not less than 1,500 gallons per minute.

APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

Appendix C is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.1.

Section C102.2 Distance to a Fire Department Connection (FDC).

The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, or as determined by the fire code official.

APPENDIX D FIRE APPARATUS ROADS

Appendix D is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.1.

Section D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be equipped throughout with two separate and *approved* fire apparatus access roads.

Section D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family *dwelling*s where the number of *dwelling*s exceeds 20, shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. Where there are more than 20 *dwelling*s on a single public or private fire apparatus access road and all *dwelling*s are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 903.3.1.3 Two separate and *approved* fire apparatus access roads shall be required when the number of *dwelling*s reach more than 40, or as determined by the *fire code official*.

APPENDIX F REQUIREMENTS FOR HAZARD RANKING

Appendix F is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.1.

APPENDIX H REQUIREMENTS FOR HAZARD RANKING

Appendix H is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.1.

APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS

Appendix L is adopted in whole in accordance with 2018 Edition of the *International Fire Code* Section 101.2.1.

The following changes are made to the 2018 edition of the *International Building Code* as adopted by reference in NAC 477.281:

“*International Fuel Gas Code*” is deleted and replaced with “N.F.P.A. Standard 54, 2018 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.”

“*International Mechanical Code*” is deleted and replaced with “*2018 Uniform Mechanical Code*.”

“*International Plumbing Code*” is deleted and replaced with “*2018 Uniform Plumbing Code*.”

113.1 Appeals.

In order to determine the suitability of alternate materials or other means of construction an appeal may be made to the East Fork Fire Board of Directors, who shall be the final authority on such appeal.

Section 202 General Definitions.

The following definitions are amended or added to Section 202 General Definitions to read:

Lithium metal polymer battery. A storage battery that is similar to the lithium-ion battery except that it has a lithium metal anode in the place of the traditional carbon or graphite anode.

Nickel-metal hydride (Ni-MH). An alkaline storage battery in which the positive active material is nickel oxide, the negative electrode is an intermetallic compound and the electrolyte is usually potassium hydroxide.

High rise building. A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

306.2 Moderate-hazard factory industrial, Group F-1.

Factory industrial uses that are not classified as Factory Industrial F-2 Low Hazard shall be classified as F-1 Moderate Hazard and shall include, but not be limited to, the following:

Energy storage systems (ESS) in dedicated-use buildings

308.3 Institutional Group I-2.

Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than five persons who are not capable of self-preservation. All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a 'Category 2 resident' and which has an occupant load of more than 10 residents, is classified as an 'I-1' occupancy classification.

This group shall include, but not be limited to, the following:

- Foster care facilities
- Detoxification facilities
- Hospitals
- Nursing homes
- Psychiatric hospitals

308.5 Institutional Group I-4, day care facilities.

Institutional Group I-4 occupancy shall include buildings and structures occupied by more than three persons of any age who receive *custodial care* for fewer than 24 hours per day by persons other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

- Adult day care
- Child day care

308.5.1 Classification as Group E.

A child day care facility that provides care for more than six but no more than 100 children 2 1/2 years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

Within a place of religious worship. Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care. A facility having six or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

310.2 Residential Group R-1.

Residential Group R-1 occupancies containing sleeping units where the occupants are primarily transient in nature, including:

Boarding houses (transient) with more than 10 occupants

Brothels

Congregate living facilities (transient) with more than 10 occupants

Hotels (transient)

Motels (transient)

Residential Group R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

- Apartment houses
- Congregate living facilities* (nontransient) with more than 16 occupants
- Boarding houses (nontransient)
- Convents
- Dormitories*
- Fraternities and sororities
- Monasteries
- Hotels (nontransient)
- Live/work units*
- Motels (nontransient)
- Vacation timeshare properties

310.4 Residential Group R-3.

Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

- Boarding houses (nontransient)
- Boarding houses (transient)
- Buildings that do not contain more than two dwelling units
- Care facilities that provide accommodations for three or more persons receiving care
- Congregate living facilities* (nontransient) with 16 or fewer occupants
- Congregate living facilities* (transient) with 10 or fewer occupants
- Convents
- Dormitories*
- Fraternities and sororities
- Monasteries
- Lodging houses (transient) with five or fewer guest rooms and 10 or fewer occupants

310.5 Residential Group R-4.

Residential Group R-4 shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. Buildings of Group R-4 shall be classified as one of the occupancy conditions indicated below. This group shall include, but not be limited to, the following:

- Alcohol and drug centers
- Assisted living facilities
- Congregate care facilities
- Group homes
- Halfway houses
- Residential board and care facilities
- Reintegration facilities
- Social rehabilitation facilities
- Transient living facilities

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in the *International Building Code*.

Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code.

TOWNHOUSE. Per NRS 278.586 (6) b.: a unit that shares a common wall with two or more units. Therefore, a townhouse is not a “Residential dwelling unit”. All townhouses shall be constructed under the International Building Code. See Douglas County Code Title 20, Appendix B, Section R313.1.

403.5.3 Stairway door operation.

Stairway doors other than the *exit discharge* doors shall be permitted to be locked from the *stairway* side. *Stairway* doors that are locked from the *stairway* side shall be capable of being unlocked simultaneously without unlatching upon a signal from the *fire command center* or an activation of any fire alarm initiating device within the building or a failure of both the primary and backup power supplies.

403.5.4 Smokeproof enclosures.

Every required *interior exit stairway* serving floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall be a *smokeproof enclosure* in accordance with Sections 909.20 and 1023.11.

406.3.2.1 Dwelling-garage fire separation. The garage shall be separated as required by Table R302.6. Openings in garage walls shall comply with section R302.5. Attachment of gypsum board shall comply with table R702.3.5. The wall separation provisions of Table R302.6 shall not apply to garage walls that are perpendicular to the adjacent dwelling unit wall. See Douglas County Code Title 20, Appendix B, Section R302.6.

SEPARATION	MATERIAL
From the residence and attics	Not less than a <i>1-Hour listed assembly</i> applied to the garage side wall from garage slab to bottom of roof decking.

From habitable rooms above the garage	Not less than a 1-hour listed assembly applied to the garage interior
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 1/2-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 1/2-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Exception: When automatic fire sprinklers are installed within the living space and the garage of any single or multi-family residence in accordance with Section P2904 of this code or NFPA 13D, then a 1/2 hour listed assembly may be substituted for a 1-hour listed assembly.

903.2.1.2 Group A-2.

An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Occupancies containing a casino, regardless of occupancy classification, must be designed and built with a sprinkler system classified as an ordinary Hazard Group 2.

903.2.3 Group E.

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.

In high schools where automatic sprinkler systems are provided, the automatic sprinkler systems for the automotive and woodworking shops must be designed to meet ordinary hazard group 1 criteria.

Section 903.2 Where Required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

In all occupancies except group R-3 and U occupancies, a building that is more than two stories in height, including any height added by usable floor space, must have an automatic sprinkler system throughout. Any open parking garage and any airport control tower is exempt from this requirement to install an automatic sprinkler system.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the *International Building Code*, or both.

907.5.2.1.1 System initiation in Group A occupancies with an occupant load of 1,000 or more.

Activation of the fire alarm in Group A occupancies with an *occupant load* of 1,000 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2. The minimum sound pressure level of audible alarm notification appliances shall be 90 dBA in mechanical equipment rooms and 80 dBA in all other occupancies.

Exception: Where *approved*, the prerecorded announcement is allowed to be manually deactivated for a period of time, not to exceed 3 minutes, for the sole purpose of allowing a live voice announcement from an *approved, constantly attended location*.

907.5.2.3 Visible alarms.

Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.3.

Exceptions:

1. Visible alarm notification appliances are not required in *alterations*, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in *exits* as defined in Chapter 2.
3. Visible alarm notification appliances shall not be required in elevator cars.
4. Visual alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
5. Visible alarm notification appliances are not required in storage rooms, electrical rooms and mechanical rooms that are not normally occupied and are less than 400 square feet.
6. Visible alarm notification appliances are not required in janitor closets

1010.1.9.12 Stairway doors.

Interior *stairway means of egress* doors shall be openable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. *Stairway* discharge doors shall be openable from the egress side and shall only be locked from the opposite side.
2. This section shall not apply to doors arranged in accordance with Section 403.5.3.
3. In stairways serving buildings other than high-rise buildings, doors are permitted to be locked on the side opposite the egress side, provided that the doors can be opened from the egress side. Doors must automatically unlock upon the activation of a fire alarm system or a fire sprinkler waterflow alarm, or for a power failure. Exit discharge doors must remain unlocked.
4. *Stairway exit* doors shall be openable from the egress side and shall only be locked from the opposite side in Group B, F, M and S occupancies where the only interior access to the tenant space is from a single *exit stairway* where permitted in Section 1006.3.3.
5. *Stairway exit* doors shall be openable from the egress side and shall only be locked from the opposite side in Group R-2 occupancies where the only interior access to the *dwelling unit* is from a single *exit stairway* where permitted in Section 1006.3.3.

The following changes are made to the 2018 edition of the *International Existing Building Code* as adopted by reference in NAC 477.281:

“*International Fuel Gas Code*” is deleted and replaced with “N.F.P.A. Standard 54, 2018 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.

“*International Mechanical Code*” is deleted and replaced with “2018 *Uniform Mechanical Code*.”

“*International Plumbing Code*” is deleted and replaced with “2018 *Uniform Plumbing Code*.”

Section 902.2 High-rise buildings. Any building having occupied floors more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access shall comply with the requirements of Sections 902.1.1 and 902.1.2.

The following changes are made to the 2018 edition of the *Uniform Mechanical Code* as adopted by reference in NAC 477.281:

“*International Fuel Gas Code*” is deleted and replaced with “N.F.P.A. Standard 54, 2018 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.

“*International Plumbing Code*” is deleted and replaced with “2018 *Uniform Plumbing Code*.”

The following changes are made to the 2018 edition of the *Uniform Plumbing Code* as adopted by reference in NAC 477.281:

“*International Fuel Gas Code*” is deleted and replaced with “N.F.P.A. Standard 54, 2018 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.”

“*International Plumbing Code*” is deleted and replaced with “2018 *Uniform Plumbing Code*.”

Section 312.7 Fire-Resistant Construction. Fire-Resistant Construction. Piping penetrations of fire-resistance-rated walls, partitions, floors, floor/ceiling assemblies, roof/ceiling assemblies, or shaft enclosures shall be protected in accordance with the requirements of the building code.

NAC 477.283

6. As used in this section, “casino” means any room in which gaming is conducted, including, without limitation, any bar, cocktail lounge or other facility housed therein as well as the area occupied by the games. The term does not include any establishment that is operated pursuant to a restricted license as defined in NRS 463.0189.

EAST FORK FIRE PROTECTION DISTRICT FEE SCHEDULE

Description of Fees					<i>Minimum Admin Fee</i>	<i>Minimum Plan Review Fee</i>	<i>Minimum Inspection Hours</i>	<i>Minimum Inspection Fee w/ technology fee</i>
Miscellaneous Fee Schedule								
Inspection Items					\$ 36.50	\$ 178.50	1.00	\$ 223.86
Reinspection Fee		Hourly rate based on fully-burdened rate of involved staff, not less than 1 hour.						
After Hours Inspection		Hourly rate based on fully-burdened rate of involved staff, calculated at time and a half, not less than 2 hours.						
Cancellation of Inspection with 24 hours of Requested Inspection		Hourly rate based on fully-burdened rate of involved staff.						
Inspection for which no fee is specifically indicated		Hourly rate based on fully-burdened rate of involved staff.						
Technology Fee		4% of combined Fees charged for the permit						
Plan Review Items								
Revisions to Issued Permits		Hourly rate based on fully-burdened rate of involved staff.						
Expedited/Overtime Reviews		Hourly rate based on fully-burdened rate of involved staff, calculated at time and a half. 2 hour minimum*						
		Expedited plan acceptance is at the discretion of the Fire Marshal dependent upon workload.						
Third review of plans		25% of original application fee, but not less than the hourly rate spent on the review						
High-Piled Storage Review		Based on valuation fees as adopted						
		Required Water Supply						Fee Amount
Water Supply Initiative		0-5,000 gallons						\$5,000
		5,001-7,500 gallons						\$7,500
		7,501-10,000 gallons						\$10,000
		10,001-15,000 gallons						\$15,000

9.

Board Action:

_____ Approved
_____ Denied
_____ Other

_____ Approved with Modifications
_____ Deferred

Agenda Item # 7

RESOLUTION NO. 2023R-012
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EAST FORK FIRE PROTECTION DISTRICT
TO ESTABLISH REGULATIONS ADOPTING THE 2018 INTERNATIONAL WILDLAND
URBAN INTERFACE CODE AS ADOPTED BY THE NEVADA STATE FIRE MARSHAL'S
DIVISION THROUGH NAC 477 AND AS AMENDED BY THE DISTRICT

WHEREAS, the East Fork Fire Protection District is governed by NRS 474.010 through NRS 474.450; and,

WHEREAS, NRS 474.007 provides that the activities of a County Fire Protection District are separate from county activities and any other political subdivision in this State; and,

WHEREAS, NRS 474.160 general powers and duties, states that the Board of Directors shall manage and conduct the business and affairs of the County Fire Protection District, adopt and enforce all rules and regulations necessary for the administration of the District and for the furnishing of fire protection, thereto, which may include regulations relating to fire prevention; and,

WHEREAS, the Nevada State Fire Marshal's Division has delegated fire and life safety functions to the District through an Interlocal Agreement; and,

WHEREAS, the Interlocal Agreement allows the District to adopt regulations that meet or are more stringent than those model codes adopted under NAC 477, with amendments; and,

WHEREAS, the District has a legal and binding obligation to carry out the delegated authorities granted by the Nevada State Fire Marshal's Division within the boundaries of the District; and,

WHEREAS, the Board desires to adopt the regulations identified as Exhibit A attached hereto, including all amendments thereto; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Fork Fire Protection District hereby adopts regulations adopting the 2018 International Wildland Urban Interface Code as adopted by the Nevada State Fire Marshal Division and Nevada Administrative Code 477 including those approved amendments by the District, effective upon passage.

ADOPTED this

VOTE:

Ayes _____

Nays _____

Absent _____

President
Board of Directors
East Fork Fire Protection District

Attest:

Holly Megee, Board Clerk

Resolution 2023R-012
East Fork Fire Protection District Regulations - Amendments to the 2018 *International*
Wildland-Urban Interface Code

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East Fork Fire Protection District Amendments to the 2018 *International Wildland-Urban Interface Code* Regulations

101.2 Scope. The provisions of this code the *International Wildland-Urban Interface Code* shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises and to the management of fuels on undeveloped lots and on unmodified portions of large lots within the wildland-urban interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

104.1.1 General.

The department of fire prevention is established within the jurisdiction under the direction of the *fire code official*. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

A. Except as otherwise provided the IFC shall be enforced by the department of fire prevention of the fire district having jurisdiction in the county, which is established and operated under the supervision of the chief of each fire district.

B. In all portions or sections within the boundaries of Douglas County where local fire protection districts have been formed for the purpose of fire protection, enforcement of the chapter shall be affected by the fire chief of the local district.

105.3 Alternative materials, design, and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method shall be approved where the fire chief or their designee finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

Where the alternative material, design or method is not approved, the fire chief or their designee shall respond in writing, stating the reasons why the alternative was not approved.

Alternative means and methods for Sections 504.7 and 505.7:

As an alternative means and methods, we will allow the following to be used in lieu of “heavy timber” as prescribed:

1. Minimum 6" x 6" columns
2. 4" x 8" floor joists
3. 4" x 10" or 6" x 8" beams
4. 3" x n" ledgers
5. 2" x n" decking

This shall be allowed when the 5' non-combustible criteria are met per Section 604.5. Areas under decks shall be kept free of combustibles as amended.

106.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code see *International Fire Code* Section 109 as adopted by the District.

106.2 Limitations of authority. The East Fork Fire Board of Directors shall have authority to interpret the administrative provisions of this code but shall not have authority to waive requirements of this code. The East Fork Fire Board of Directors is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the State Fire Marshal. All requests for variances must be reviewed and approved by the State Fire Marshal through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the State Fire Marshal concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The State Fire Marshal may, within its discretion, seek input from East Fork Fire in the review of variance requests related, but not limited to, fire apparatus access and water supply, however, the final decision to approve, approve with conditions or reject the variance request remains solely with the State Fire Marshal.

107.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.

For buildings or structures erected for temporary uses, see Appendix A, Section A108.3, of this code.

Fire hazard severity in accordance with Section 503.1: moderate. The fire hazard rating of moderate (Number 5) shall include moderate ratings according to the wildfire threat assessment map as designated by the Nevada Division of Forestry

<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes>

Fire hazard severity in accordance with Section 503.1: high. The fire hazard rating of high shall include moderate -high and high (Numbers 6 and 7) ratings according to the wildfire threat assessment map as designated by the Nevada Division of Forestry

<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes>

Fire hazard severity in accordance with Section 503.1: extreme. The fire hazard rating of extreme shall include very high and extreme (Numbers 8 and 9) ratings according to the wildfire threat assessment map as designated by the Nevada Division of Forestry
<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes>

Modification. The addition to a structure of greater than or equal to 25% of the existing square footage in accordance with Section 503.1 and Table 503.1. If the existing structure is located in the high, very high or extreme hazard zone in accordance with the Nevada Division of Forestry wildfire threat assessment map
<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes>

Wildland-Urban Interface Area. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. Within the East Fork Fire Protection District, the Wildland-Urban Interface area is defined as all areas not within the boundaries of the Minden, Gardnerville and Genoa townships.

302.3 Review of wildland-urban interface areas. The fire code official shall reevaluate and recommend modification to the *wildland-urban interface areas* in accordance with Section 302.1 as deemed necessary by the fire code official.

Section 402.2.2 Water Supply. Individual structures hereinafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m²).
3. Agricultural buildings constructed for the storage limited to harvested commodities, without electrical or fuel gas services.

404.1 General. Where provided in order to qualify as a conforming water supply for the purpose of Table 503.1 or as required for new subdivisions in accordance with Section 402.1.2, an *approved* water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the *wildland-urban interface area* of the jurisdiction in accordance with this section.

Exception: Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m²), and agricultural buildings constructed for the storage of harvested crops or agricultural commodities without electrical or fuel gas services.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be *approved* by the fire code official. The distance shall be measured along an unobstructed line of travel. Water sources shall comply with the following:

1. Water tanks shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. Water tanks shall be

equipped with an *approved* hydrant. The water level of the water tanks shall be maintained full by, water pumped from a well or water hauled by a tanker to maintain the required water supply. The design, construction, location, water level maintenance, access and access maintenance of water tanks shall be *approved* by the fire code official. The water tank shall have a dedicated supply for fire suppression. If the tank is to be used for domestic purposes, the domestic average daily use shall be in addition to the fire suppression gallonage required.

404.3 Draft sites. *Approved* draft sites shall be equipped with an *approved* hydrant. The use, design, construction, location, access and access maintenance of draft sites shall be *approved* by the code official.

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control as follows:

1. One- and two-family dwellings. The required water supply for one- and two-family dwellings having a fire flow calculation area that does not exceed 3,600 square feet (334 m²) shall be 1,000 gallons per minute (63.1 L/s) for a minimum duration of 30 minutes. The required water supply for one- and two-family dwellings having a fire flow calculation area in excess of 3,600 square feet (334 m²) shall be 1,500 gallons per minute (95 L/s) for a minimum duration of 30 minutes.

Exception: A reduction in the required flow rate of 50 percent, as *approved* by the code official, is allowed where the building is provided with an *approved* automatic sprinkler system.

2. Buildings other than one- and two-family dwellings. The water supply required for buildings other than one and two-family dwellings shall be as *approved* by the code official but shall be not less than 1,500 gallons per minute (95 L/s) for a duration of 2 hours.

Exception: A reduction in the required flow rate of up to 50 percent, as *approved* by the code official, is allowed where the building is provided with an *approved* automatic sprinkler system. The resulting water supply shall not be less than 1,500 gallons per minute (94.6 L/s).

In areas without water supply, NFPA 1142 may be used to determine adequate water supply. Adequate water supply shall be calculated as required in the most current Edition of NFPA 1142 as adopted by the Nevada State Fire Marshal. Prior to calculating the minimum water supply for any structure, the structure shall be surveyed to obtain the following information:

- (1) Occupancy hazard
- (2) Type of construction
- (3) Structure dimensions (length, width, and height)
- (4) Exposures, if any

For new construction, plans shall be submitted to the District for determination of the minimum water supply required before construction is started. See NFPA 1142 Sections 4.2.2 and 4.3.2 for minimum water supply requirements.

Exception: A reduction in required flow rate of 50 percent, as approved by the fire code official, is allowed where the building is provided with an approved automatic sprinkler system.

To meet adequate water supply, one of the following options shall be chosen:

1. Fire sprinklers shall be installed in accordance with NFPA 13D. A separate plan submittal and permit shall be required.
2. Installation of an approved water tank and draft site appurtenances that are in compliance with NFPA 1142 and include a dedicated access and a water use agreement. Smoke alarms installed in the home are required to be monitored by a licensed monitoring company for the life of the home. Activation of smoke alarms shall transmit a signal to provide early notification of any fire. A copy of the monitoring agreement shall be required at final inspection for C of O.
3. A one-time fee paid to the EFFPD water supply initiative based on the required fire flow. This amount shall be paid in full prior to approval of the residential WUI plan review. Smoke alarms installed in the home are required to be monitored by a licensed monitoring company for the life of the home. Activation of smoke alarms shall transmit a signal to provide early notification of any fire. A copy of the monitoring agreement shall be required at final inspection for C of O.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels.

The minimum standards set forth in this chapter vary with the critical *fire weather*, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code* and the *International Residential Code*, from the various levels of hazards.

502.1 General. The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into *wildland-urban interface areas* shall be established in accordance with Table 503.1 and the wildfire threat assessment map

<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes>

Table 503.1 Ignition-Resistant Construction

Table 503.1

IGNITION-RESISTANT CONSTRUCTION ^{a,g}

DEFENSIBLE SPACE ^c	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water supply ^d		Water supply ^b		Water supply ^b	
	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming ^f	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

- a. Access shall be in accordance with Section 403.
- b. Subdivisions shall have a conforming water supply in accordance with Section 402.1. IR 1= Ignition-resistant construction in accordance with Section 504. IR 2= Ignition-resistant construction in accordance with Section 505. IR 3= Ignition-resistant construction in accordance with Section 506. N.C.= Exterior walls shall have a fire-resistance rating of not less than 1 hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.
- c. Conformance based on Section 603.
- d. Conformance based on Section 404 and EFPD regulations.
- e. A nonconforming water supply is any water system or source that does not comply with Section 404 and EFPD regulations, including situations where there is not water supply for structure protection or fire suppression.
- f. A fire protection plan in accordance with the requirements specified in Section 405 shall be submitted for approval by the fire code official.
- g. If required, the fire sprinkler system shall be installed throughout the ~~fire area~~ structure, in accordance with NFPA 13D, to include the garage.

504.2 Roof covering. Roofs shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends and ridge line shall be firestopped to preclude entry of flames or embers, or have one layer of 72- pound (32.4 kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking. Roof coverings consisting of shakes or shingles made of wood are not approved as part of any Class A roof assembly.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry or an exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile or slate installed on noncombustible decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.
3. Class A roof assemblies include minimum 16 oz/sq. ft. (0.0416 kg/m²) copper sheets installed over combustible decks.

504.7.1 Underfloor areas. When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

Exception: When approved by the code official, unenclosed underfloor areas are allowed and are to be kept free of all combustible materials.

504.10.1 Vent locations. Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ember-resistant gable end and dormer vents shall be located not less than 10 feet (3048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

Exceptions:

1. Listed vents complying with ASTM E2886.
 - a. The Ember Intrusion Test shall have no flaming ignition of the cotton material.
 - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test. The maximum temperature of the unexposed side of the vent shall not exceed 662 degrees Fahrenheit (350 degrees Celsius).
2. The fire code official may accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

505.2 Roof Covering. Roofs shall have a roof assembly that complies with not less than a Class A rating when tested in accordance with ASTM E108 or UL 790. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends and ridge line shall be fire stopped to preclude entry of flames or embers, or have one layer of 72-pound mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking. Roof coverings consisting of shakes or shingles made of wood are not approved as part of any Class A roof assembly.

505.10.1 Vent locations. Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ember-resistant gable end and dormer vents shall be located not less than 10 feet (3048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

Exceptions:

1. Listed vents complying with ASTM E2886.

- a. The Ember Intrusion Test shall have no flaming ignition of the cotton material.
 - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test. The maximum temperature of the unexposed side of the vent shall not exceed 662 degrees Fahrenheit (350 degrees Celsius).
2. The fire code official may accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

602.1 Required automatic fire sprinkler systems in IBC structures.

All new structures built under the requirements of the *International Building Code* greater than or equal to 5,000 square feet and greater than 2 stories in height, shall be required to install an automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, R, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, or as per this Code. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition or remodel that increases the square footage to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10, or as required. Pursuant to NRS 278.586 Section 6(6). As used in this section:

- (a) “Automatic fire sprinkler system” has the meaning ascribed to it in NRS 202.580.
- (b) “Residential dwelling unit” does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:

Airport towers and open parking garages complying with IBC 406.5 are exempt from this table.

602.1.1 Required automatic fire sprinkler systems in IRC structures.

All new structures built under the requirements of the *International Residential Code* and greater than or equal to 5,000 square feet of living space, shall be required to install a residential automatic fire sprinkler system in accordance with NFPA 13D. This system shall be extended to and include protection in the garage. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, IWUIC or as per this Code. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the living space to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire walls and fire barriers shall not be used to separate fire areas within the living space. This shall include accessory dwellings. Pursuant to NRS 278.586 Section 6(6) 6. As used in this section:

- (a) “Automatic fire sprinkler system” has the meaning ascribed to it in NRS 202.580.
- (b) “Residential dwelling unit” does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:

Accessory structures are exempt from the requirement for installation of residential fire sprinklers, but are not exempted from the requirements for fire flow in accordance with Sections 507.3 and 507.3.1 of these Regulations.

603.2.1 Responsible party. Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing non-fire-resistive vegetation on the property owned, leased or controlled by said person.

603.2.1.1 Adjacent land. Property owners of land that is directly adjacent to property containing buildings or structures requiring defensible space are responsible for modifying or removing non-fire-resistive vegetation on their own property. Nothing in this provision shall be deemed to require an owner of real property to perform any work on land that he or she does not own.

604.4 Trees. Tree crowns extending to within 10 feet (3048 mm) of any structure shall be pruned to maintain a minimum clearance of 10 feet (3048 mm). Tree crowns within the *defensible space* shall be pruned to remove limbs located less than 10 feet (3048 mm) above the ground surface adjacent to the trees.

604.4.1 Chimney clearance. Portions of tree crowns that extend to within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum clearance of 10 feet (3048 mm).

604.5 Non-combustible area. The area extending from the base of any structure to 5 feet beyond the base of such structure shall be composed entirely of non-combustible material or fire resistive vegetation.

607.1 General. Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. Where required by the fire code official, storage of firewood and combustible material stored in the *defensible space* shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

APPENDIX A GENERAL REQUIRMENTS

Appendix A of the 2018 Edition of the *International Wildland-Urban Interface Code* is adopted in its entirety.

A102.3.1 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an *approved* program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 20 feet (3048 mm) in each direction from the outer circumference of such pole tower during such periods of time as designated by the fire code official.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

APPENDIX B VEGETATION MANAGEMENT PLAN

Appendix B is adopted in whole in accordance with 2018 Edition of the *International Wildland-Urban Interface Code* Section 101.2.1.

B101.1 Scope. Where required, vegetation management plans must be submitted to the fire code official and the State Forester Fire Warden for review and approval as part of the plans required for a permit.

B101.2 Plan content. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan showing the required *defensible space*.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
3. A plan for maintaining the proposed fuel-reduction measures.

B102 Defensible Space Plans.

B102.1 General. Where required, defensible space plans must be submitted to the fire code official for review and approval as part of the plans required for a permit.

B102.2 Plan content. A defensible space plan shall include at least the following information:

1. Property boundaries.
2. Current and proposed structures on the property.
3. Location of trees and vegetation taller than 3 feet in height.
4. Individual plant or brush fields 20 square feet or larger in area.
5. Tree drip lines.
6. Roads and driveways accessing the property.

EAST FORK FIRE PROTECTION DISTRICT FEE SCHEDULE

Description of Fees					<i>Minimum Admin Fee</i>	<i>Minimum Plan Review Fee</i>	<i>Minimum Inspection Hours</i>	<i>Minimum Inspection Fee w/ technology fee</i>
Miscellaneous Fee Schedule								
Inspection Items					\$ 36.50	\$ 178.50	1.00	\$ 223.86
Reinspection Fee		Hourly rate based on fully-burdened rate of involved staff, not less than 1 hour.						
After Hours Inspection		Hourly rate based on fully-burdened rate of involved staff, calculated at time and a half, not less than 2 hours.						
Cancellation of Inspection with 24 hours of Requested Inspection		Hourly rate based on fully-burdened rate of involved staff.						
Inspection for which no fee is specifically indicated		Hourly rate based on fully-burdened rate of involved staff.						
Technology Fee		4% of combined Fees charged for the permit						
Plan Review Items								
Revisions to Issued Permits		Hourly rate based on fully-burdened rate of involved staff.						
Expedited/Overtime Reviews		Hourly rate based on fully-burdened rate of involved staff, calculated at time and a half. 2 hour minimum*						
		Expedited plan acceptance is at the discretion of the Fire Marshal dependent upon workload.						
Third review of plans		25% of original application fee, but not less than the hourly rate spent on the review						
High-Piled Storage Review		Based on valuation fees as adopted						
		Required Water Supply						Fee Amount
Water Supply Initiative		0-5,000 gallons						\$5,000
		5,001-7,500 gallons						\$7,500
		7,501-10,000 gallons						\$10,000
		10,001-15,000 gallons						\$15,000

AMBER alerts, and other emergency notices.

It is the recommendation of East Fork Fire District to enter into a five-year contract with Verizon Wireless to lease an area that will house a cell tower and associated equipment building, pending all required permitting from Douglas County.

8. Reviewed by:

<input type="checkbox"/>	District Fire Chief	<input type="checkbox"/>	Board President
<input type="checkbox"/>	Legal Counsel	<input type="checkbox"/>	Other

9. Board Action:

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

Agenda Item # 8

SITE NAME: Heybourne
MGD#: 5000919830
EFFECTIVE DATE:

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between East Fork Fire Protection District, with its principal offices located at 1694 County Road, Minden, NV 89423, ("LESSOR") and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 1450 Stephanie Way, Minden, NV 89423 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 900 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years ("Initial Term") beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Initial Term of this Agreement shall automatically be extended for 4 additional 5-year terms (each, an "Extension Term") unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total five (5) year rental of Sixty-Five Thousand and No/100 Dollars (\$65,000.00), to be paid in advance on the first day of the Initial Term and on the first day of each Extension Term, to LESSOR at 1694 County Road, Minden, NV 89423 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal

Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. Commencing on the first day of the first Extension Term and on the first day of each Extension Term thereafter during the Term, the rent due shall increase by an amount equal to ten percent (10%) of the rent due for the immediately preceding five (5) year term.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a fifteen-foot (15') wide right-of-way and such other rights-of-way which shall be depicted on Exhibit "B" (collectively, the "Easement"). LESSEE, its employees, agents and contractors shall not utilize or block any portion of the Easement in such a manner that it interferes with the emergency activities of LESSOR. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. In conjunction with LESSEE's or the utility service provider's right to install and maintain utility wires, poles, cables, conduits and pipes as provided in this paragraph and in accordance with the laws of the state of Nevada, LESSOR grants the right for any utility services supplier to trim, cut down, and clear away or otherwise control any trees or brush within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities. In addition, LESSOR shall not erect or construct any building or other structure or drill or operate any well under or within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the Tower (defined below), antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, Tower, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any

LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

LESSOR shall have a right to utilize that certain portion of LESSEE's communication tower ("Tower") depicted on Exhibit "B" attached hereto for the purpose of installing, operating and maintaining LESSOR's emergency services radio equipment ("LESSOR Radio Equipment") and for no other purpose. LESSOR shall operate the LESSOR Radio Equipment in compliance with all Laws and in accordance with all manufacturer provided operation manuals. The LESSOR Radio Equipment, including the radio frequencies on which the LESSOR Radio Equipment operates, shall be subject to LESSEE's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, and shall be subject to the interference provisions set forth in Paragraph 13 below. LESSOR shall pay the costs for any modifications required to LESSEE's Tower to allow the installation and operation of LESSOR's Radio Equipment and LESSOR shall pay the costs of any structural analysis necessitated by the installation and operation of the Radio Equipment on the Tower. LESSOR shall submit plans and specifications to LESSEE for initial construction and any modifications or additions to the Radio Equipment for LESSEE's review to determine any impact on the Tower and LESSEE's improvements, which plans and specifications LESSOR shall submit to LESSEE both via electronic mail at vzwnetnorcalpropmgmt@verizonwireless.com and in writing pursuant to the same method of notice prescribed by Paragraph 19 of this Agreement. Within thirty (30) days after LESSEE's receipt of such plans and specifications from LESSOR, LESSEE shall either approve LESSOR's plans and specifications or deny approval.

In connection with LESSEE's installation of the Tower, LESSEE shall dismantle and remove an existing monopole located on the Property, in the location depicted on Exhibit "B" attached hereto ("Existing Pole"). Prior to LESSEE dismantling the Existing Pole, LESSOR shall inform LESSEE in writing of the location to which LESSEE shall deliver the Existing Pole once removed, which location shall be no greater than ten (10) miles from the Property. After LESSEE dismantles the Existing Pole, LESSEE shall deliver the Existing Pole to the location previously identified by LESSOR in writing. Upon LESSEE's delivery of the Existing Pole to the location identified by LESSOR as provided herein, LESSEE shall have no further responsibility or liability for same. If LESSOR fails to identify a location for LESSEE's delivery of the Existing Pole within thirty (30) days after the full execution of this Agreement, LESSEE shall have the right to dispose of the Existing Pole at LESSEE's sole discretion and with no further responsibility or liability for the same. LESSOR shall cooperate with LESSEE with regard to such dismantling and removing of the Existing Pole and shall grant LESSEE a right-of-way sufficient for LESSEE to perform its obligations set forth in this Paragraph.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. The term "cooperate" as used in this section shall not be construed to mean that LESSOR must advocate to any Government Entity that LESSEE's application be approved nor to participate or join any administrative appeal of a Government Entity's decision regarding LESSEE's application nor voluntarily become a party to any litigation arising out of a Government Entity's decision on LESSEE's application or intended use of the Property. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires,

lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. In the event LESSEE terminates this Agreement in accordance with this Paragraph 9 prior to the end of the Initial Term or any Extension Term, LESSOR shall return to LESSEE a prorated share of any pre-paid rent based on the number of days remaining in the Term as of the date of such termination, within thirty (30) days following the effective date of such termination. LESSOR's obligation to refund such pre-paid rent shall survive termination of this Agreement.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages. LESSOR does not waive and, to the extent applicable, will assert the governmental immunity afforded to it by Chapter 41 of NRS.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center at (800) 264-6620 or to LESSOR at 775-782-9040, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM; TERMINATION OF EASEMENT. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's communications equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Prior to the end of the Term, LESSOR shall notify LESSEE in writing whether or not LESSOR desires for the Tower to remain on the Property or if LESSEE is to remove the Tower. If LESSOR elects for LESSEE to remove the Tower, then, LESSEE shall remove the Tower in accordance with the above, except footings and foundations. If LESSOR elects for the Tower to remain on the Property after the expiration of the Term, the Tower shall become the personal property of LESSOR at the end of the Term, without further instrument, and LESSOR shall accept the Tower in its then current as-is condition without representation or warranty. Except as expressly set forth above, LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. Within 90 days of receipt of written request from LESSOR, following the expiration or earlier termination of the Agreement, LESSEE shall prepare, in a form satisfactory to LESSOR, and record a document relinquishing the rights granted by LESSOR to LESSEE under this Agreement.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer

within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: East Fork Fire Protection District
1694 County Road,
Minden, NV 89423

LESSEE: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Heybourne

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
Site: Heybourne

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods

set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use

(including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSOR is a public entity and this Agreement may be subject to public disclosure laws (“Disclosure Laws”). Nothing in this Paragraph 28 shall prevent the Parties with complying with such Disclosure Laws.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR’s compliance with this requirement shall be subject, at LESSEE’s option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Any action arising out of the agreement shall be brought in the Ninth Judicial District Court of the State of Nevada, or nearest county with a federal court for any federal suit, claim or legal proceeding, and the Parties consent to the jurisdiction of said court. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

East Fork Fire Protection District

By: _____
Name: _____
Its: _____
Title: _____

LESSEE:

Sacramento-Valley Limited Partnership,
a California limited partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: _____
Name: _____
Its: _____
Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Douglas, State of Nevada, and is described as follows:

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA.

EXHIBIT “B”

PREMISES DESCRIPTION

[see attached]

(WEA) network. The WEA is used during critical events to send out threat notifications, AMBER alerts, and other emergency notices.

It is the recommendation of East Fork Fire District to enter into a five-year contract with Verizon Wireless to lease an area that will house a cell tower and associated equipment building, pending all required permitting from Douglas County

8. Reviewed by:

<input type="checkbox"/>	District Fire Chief	<input type="checkbox"/>	Board President
<input type="checkbox"/>	Legal Counsel	<input type="checkbox"/>	Other

9. Board Action:

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

Agenda Item # 9

SITE NAME: Douglas HS
MGD#: 5000926250
EFFECTIVE DATE:

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between East Fork Fire Protection District, with its principal offices located at 1694 County Road, Minden, NV 89423, ("LESSOR") and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 1699 County Road, Minden, NV 89423 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 900 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years ("Initial Term") beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Initial Term of this Agreement shall automatically be extended for 4 additional 5-year terms (each, an "Extension Term") unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total five (5) year rental of Eighty Thousand and No/100 Dollars (\$80,000.00), to be paid in advance on the first day of the Initial Term and on the first day of each Extension Term, to LESSOR at 1694 County Road, Minden, NV 89423 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal

Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. Commencing on the first day of the first Extension Term and on the first day of each Extension Term thereafter during the Term, the rent due shall increase by an amount equal to ten percent (10%) of the rent due for the immediately preceding five (5) year term.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a fifteen-foot (15') wide right-of-way and such other rights-of-way which shall be depicted on Exhibit "B" (collectively, the "Easement"). LESSEE, its employees, agents and contractors shall not utilize or block any portion of the Easement in such a manner that it interferes with the emergency activities of LESSOR. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. In conjunction with LESSEE's or the utility service provider's right to install and maintain utility wires, poles, cables, conduits and pipes as provided in this paragraph and in accordance with the laws of the state of Nevada, LESSOR grants the right for any utility services supplier to trim, cut down, and clear away or otherwise control any trees or brush within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities. In addition, LESSOR shall not erect or construct any building or other structure or drill or operate any well under or within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the Tower (defined below), antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, Tower, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any

LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

LESSOR shall have a right to utilize that certain portion of LESSEE's communication tower ("Tower") depicted on Exhibit "B" attached hereto for the purpose of installing, operating and maintaining LESSOR's emergency services radio equipment ("LESSOR Radio Equipment") and for no other purpose. LESSOR shall operate the LESSOR Radio Equipment in compliance with all Laws and in accordance with all manufacturer provided operation manuals. The LESSOR Radio Equipment, including the radio frequencies on which the LESSOR Radio Equipment operates, shall be subject to LESSEE's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, and shall be subject to the interference provisions set forth in Paragraph 13 below. LESSOR shall pay the costs for any modifications required to LESSEE's Tower to allow the installation and operation of LESSOR's Radio Equipment and LESSOR shall pay the costs of any structural analysis necessitated by the installation and operation of the Radio Equipment on the Tower. LESSOR shall submit plans and specifications to LESSEE for initial construction and any modifications or additions to the Radio Equipment for LESSEE's review to determine any impact on the Tower and LESSEE's improvements, which plans and specifications LESSOR shall submit to LESSEE both via electronic mail at vzwnetnorcalpropmgmt@verizonwireless.com and in writing pursuant to the same method of notice prescribed by Paragraph 19 of this Agreement. Within thirty (30) days after LESSEE's receipt of such plans and specifications from LESSOR, LESSEE shall either approve LESSOR's plans and specifications or deny approval.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. The term "cooperate" as used in this section shall not be construed to mean that LESSOR must advocate to any Government Entity that LESSEE's application be approved nor to participate or join any administrative appeal of a Government Entity's decision regarding LESSEE's application nor voluntarily become a party to any litigation arising out of a Government Entity's decision on LESSEE's application or intended use of the Property. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. In the event LESSEE terminates this Agreement in accordance with this Paragraph 9 prior to the end of the Initial Term or any Extension Term, LESSOR shall return to LESSEE a prorated share of any pre-paid rent based on the number of days remaining in the Term as of the date of such termination, within thirty (30) days following the effective date of such termination. LESSOR's obligation to refund such pre-paid rent shall survive termination of this Agreement.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or

arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages. LESSOR does not waive and, to the extent applicable, will assert the governmental immunity afforded to it by Chapter 41 of NRS.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center at (800) 264-6620 or to LESSOR at 775-782-9040, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM; TERMINATION OF EASEMENT. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's communications equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Prior to the end of the Term, LESSOR shall notify LESSEE in writing whether or not LESSOR desires for the Tower to remain on the Property or if LESSEE is to remove the Tower. If LESSOR elects for LESSEE to remove the Tower, then, LESSEE shall remove the Tower in accordance with the above, except footings and foundations. If LESSOR elects for the Tower to remain on the Property after the expiration of the Term, the Tower shall become the personal property of LESSOR at the end of the Term, without further instrument, and LESSOR shall accept the Tower in its then current as-is condition without representation or warranty. Except as expressly set forth above, LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. Within 90 days of receipt of written request from LESSOR, following the expiration or earlier termination of the Agreement, LESSEE shall prepare, in a form satisfactory to LESSOR, and record a document relinquishing the rights granted by LESSOR to LESSEE under this Agreement.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: East Fork Fire Protection District
1694 County Road,
Minden, NV 89423

LESSEE: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Douglas HS

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
Site: Douglas HS

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due,

LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE’s Use, rent shall abate until LESSEE’S Use is restored. If LESSEE’s Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE’s Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE’s communications equipment, relocation costs and, specifically excluding loss of LESSEE’s leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (i) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR’s obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all

Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSOR is a public entity and this Agreement may be subject to public disclosure laws (“Disclosure Laws”). Nothing in this Paragraph 28 shall prevent the Parties with complying with such Disclosure Laws.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR’s compliance with this requirement shall be subject, at LESSEE’s option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Any action arising out of the agreement shall be brought in the Ninth Judicial District Court of the State of Nevada, or nearest county with a federal court for any federal suit, claim or legal proceeding, and the Parties consent to the jurisdiction of said court. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

East Fork Fire Protection District

By: _____
Name: _____
Its: _____
Title: _____

LESSEE:

Sacramento-Valley Limited Partnership,
a California limited partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: _____
Name: _____
Its: _____
Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Douglas, State of Nevada, and is described as follows:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M. AND BEING A PORTION OF PARCEL 4 AS SET FORTH ON PARCEL MAP FOR EAGLE VALLEY CONSTRUCTION COMPANY RECORDED DECEMBER 22, 1994 IN BOOK 1294, PAGE 3497 AS INSTRUMENT NO. 353143 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JANUARY 10, 1995 IN BOOK 195, PAGE 1278 AS INSTRUMENT NO. 354071, DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF COUNTY ROAD WHICH BEARS NORTH 06° 46' 27" WEST, 229.05 FEET FROM A FOUND CENTERLINE MONUMENT IN OLUA STREET AS SHOWN ON THE SUBDIVISION PLAT FOR BELARRA SUBDIVISION UNIT 2-A, FILED FOR RECORD ON JULY 26, 1977, IN BOOK 777, PAGE 1250, AS DOCUMENT NO. 11365, OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA;

THENCE ALONG SAID NORTH LINE SOUTH 74° 50' 00" WEST, 460.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 74° 50' 00" WEST, 168.73 FEET;

THENCE NORTH 00° 53' 30" EAST, 465.30 FEET;

THENCE SOUTH 63° 25' 00" EAST, 179.94 FEET;

THENCE SOUTH 00° 53' 30" WEST, 340.61 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS "PARCEL 2" AS SHOWN BY RECORD OF SURVEY MAP RECORDED JANUARY 11, 1995 IN BOOK 195, PAGE 1454 AS INSTRUMENT NO. 354167 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JANUARY 18, 1995 IN BOOK 195, PAGE 2242 AS INSTRUMENT NO. 354482, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 12, 1995 IN BOOK 195, PAGE 1675 AS INSTRUMENT NO. 354248 OF OFFICIAL RECORDS.

EXHIBIT “B”

PREMISES DESCRIPTION

[see attached]

East Fork Fire Protection District
FY24/25 Fiscal Year Budget Calendar Proposal

January 16, 2024	District Board Meeting <ul style="list-style-type: none">• Presentation of FY 24/25 Budget Preparation Calendar
February 1, 2024	Budget preparation kick off. Initial wage and benefit calculations prepared and Divisional budget proposals solicited
February 15, 2024	Tentative State Revenue Projections released and analyzed
February 20, 2024	District Board Meeting <ul style="list-style-type: none">• Budget preparation up-date and review with Board
February 20, 2024	Notify Taxation of Proposed District Tax Rate
March 15, 2024	Final State Revenue Projections released excluding property taxes
March 19, 2024	District Board Meeting <ul style="list-style-type: none">• Tentative Budget presented
March 25, 2024	Final Property Tax Projections
April 15, 2024	Tentative Budget submitted to the Department of Taxation
April 16, 2024	District Board Meeting <ul style="list-style-type: none">• CIP Approval
May 21, 2024	District Board Meeting <ul style="list-style-type: none">• Budget Public Hearing• FY 24/25 Final Budget approval including CIP• FY 23/24 Year End Augmentation
June 1, 2024	Final Budget submitted to the Department of Taxation
July 1, 2024	New Fiscal Year Begins!

Note: Special Board Meetings may be necessary during the Budget Process and will be identified as necessary

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 16, 2024 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from East Fork Professional Firefighters Association including, but not limited to, the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 12

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 16, 2024 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from East Fork Volunteer Firefighters Association including, but not limited to, the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

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

Agenda Item # 13

