

STOREY COUNTY COMMISSION MEETING

TUESDAY, JULY 2ND, 2013 2:00 P.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

BILL SJOVANGEN CHAIRMAN BILL MADDOX DISTRICT ATTORNEY

MARSHALL MCBRIDE VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA DU FRESNE CLERK-TREASURER

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

- 1. CALL TO ORDER AT 2:00 P.M.
- 2. PLEDGE OF ALLEGIANCE
- 3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for July 2, 2013
- 4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for April 16, 2013
- 5. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for June 4, 2013

CONSENT AGENDA

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

- 6. Claims For possible action approval of Payroll Check date 6/21/13 for \$373,760.65, Accounts Payable date 06/14/13 for \$326,858.65 and 6/14/13 for \$6,548.93
- 7. Possible approval of Treasurer Report for May 2013
- 8. For possible action approval of Licensing Board First Reading:

a. The Highlander - General/240 North C Street (Cosmetologist)

VC

b. A B Custom Woodworking - General/200 Canyon Way (Cabinetry)

RD

c. Uprising Paragliding - Home Business/240 Vermillion (Recordkeeping Only) VCH

END OF CONSENT AGENDA

- 9. DISCUSSION (No Action): Committee/Staff Reports
- 10. **DISCUSSION/POSSIBLE ACTION:** Approval of modifications and extension of the Agreement between Storey County (Employer) and Storey County Employee's Association (Union) also referred to as AFSCME Local Union, Comstock Chapter.
- 11. **DISCUSSION/POSSIBLE ACTION:** Acceptance of contract with High Sierra Forestry to update the 2005 Community Wildfire Protection Plan. This is being funded through a fuel reduction grant via Nevada Division of Forestry.
- 12. **DISCUSSION/POSSIBLE ACTION:** Approval of TRI Public Partnership "Statement of Project Revenue and Net revenue and Supplementary Information" for the period ending June 30, 2011 and 2012.
- 13. **DISCUSSION/POSSIBLE ACTION:** First reading of Ordinance 13-249 an Ordinance amending Storey County Code chapter 1.08 General Provisions providing for general penalties for violation of the ode and amending other sections to be consistent and providing for other properly related matters.
- 14. **DISCUSSION/POSSIBLE ACTION**: Discussion of decision by the State of Nevada Attorney General's Office finding in Open Meeting Law Opinion Number 2013-01 that Mark Joseph Philips was improperly precluded from making comments and ejected from the April 2, 2013 County Commission Meeting by Chairman Bill Sjovangen. A copy is on the County's Website and a copy will be made available upon request to anyone who requests it. This discussion is required by NRS 241.0395.
- 15. **DISCUSSION/POSSIBLE ACTION:** Approval of resolution 13-377 setting the 2013/2014 Tax Rate Levy
- 16. RECESS TO CONVENE AS THE NRS 474 STOREY COUNTY FIRE PROTECTION DISTRICT BOARD
- 17. **DISCUSSION/POSSIBLE ACTION:** Acceptance of contract with High Sierra Forestry to update the 2005 Community Wildfire Protection Plan. This is being funded through a fuel reduction grant via Nevada Division of Forestry.
- 18. ADJOURN TO CONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

COMMUNITY DEVELOPMENT AND PLANNING

- 19. **DISCUSSION** (No Action): Per TRI/Storey Development Agreement): Tahoe-Reno Industrial Center, LLC & Fulcrum Sierra Biofuels, LLC Boundary Line Adjustment 2013-001 for Fulcrum Sierra Biofuels LLC/TRI at, being portions of the east ½ of section 10 and the west ½ of section 11, T19N, R22E M.D.M.
- 20. **DISCUSSION/POSSIBLE ACTION:** Application to amend Special Use Permit No. 2000-222-A-2 creating Special Use Permit No. 2000-222-A-3. By Comstock Mining, Inc. (American Flat). The requested amendments to Special Use Permit No. 2000-222-A-2 are to expand land area and modify uses allowed at existing ore processing facility at 1200 American Flat Road (APN 004-331-36), American Flat, Nevada. The requested amendments for expansion and modification of uses are limited to said area and to ore processing. Staff and the applicant have also agreed to update all text of the current special use permit to be consistent with existing federal, state, and local regulations that apply and to reflect appropriate use of language and terminology. Staff and the applicant have agreed to leave the substance of sections concerning exploration and mining in their current state.

21. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. Caldera Electric Contractor/508 Jackson Way (electrical contractor) Carson City
- b. Kalen Johnson-General/1480 Grey Bluff Drive (misc. maintenance) Fernley
- c. Cool Breeze Refrigeration & Heating Contractor/72 Webb Circle (refrig. Repair) Reno
- d. Buck's Plumbing & Heating Contractor 275 Gallaway Lane (plumbing cont.) Reno
- e. Virginia City Mining Company General/171 South C Street (panning for gold) VC
- f. Nevada Distribution Services, LLC General/625 Waltham Way #103/104 TRI (public warehouse and distribution)
- g. Schwabe North America, Inc. General/2777 USA Pkwy #106 TRI (distribution center for dietary supplements)
- h. MARS Petcare US General/725 Waltham Way (dist. For pet food) TRI
- i. Virginia City Kettle Corn Depot General/188 South C Street VC (make and sell kettle corn)
- j. Hot Pot, LLC General/420 USA Parkway, Suite #101 (restaurant) TRI
- k. American Arms Delta General/224 East Sydney Drive, Suite B TRI (firearms manufacture and repair)
- 1. Battle Born Munitions, Inc General/625 Waltham Way TRI (import and distribute firearms and ammunition)

22. PUBLIC COMMENT (No Action)

23. BOARD COMMENT

24. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.

- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.

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

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CERTIFICATION OF POSTING

I, Vanessa DuFresne, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before June 27, 2013; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

Vanessa DuFresne, Clerk-Treasurer

MINUTES FOR APRIL 16, 2013



STOREY COUNTY COMMISSION MEETING

TUESDAY, APRIL16th, 2013 12:00P.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

BILL SJOVANGEN CHAIRMAN BILL MADDOX
DISTRICT ATTORNEY

MARSHALL MCBRIDE VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA DU FRESNE CLERK-TREASURER

Roll Call: Chairman Sjovangen, Commissioner Gilman, District Attorney Maddox, County Manager Pat Whitten, Sheriff Gerald Antinoro, Justice Court Clerk Tami Migan, Community Development Director Dean Haymore, Administrative Office Austin Osborne, Public Works Director Mike Nevin, Emergency Management/Grants Cherie Nevin, Comptroller Hugh Gallagher, Fire Chief Gary Hames and Clerk/Treasurer Vanessa DuFresne

Absent: Vice-Chairman McBride

1. CALL TO ORDER AT 12:00 P.M.CALL TO ORDER CLOSED SESSION AT 12:00 P.M. (Closed meeting pursuant to NRS 288.220(4) for the purpose of conferring with the County's management regarding labor negotiations.)

The Closed session was called to order by the Chair at 12:00 p.m. and recessed at 1:47 p.m.

2. CALL TO ORDER AT 2:00 P.M.

The meeting was called the order by the Chair at 2:02 p.m.

3. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance

4. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for April 16, 2013 Mark Joseph Phillips requested item #10 be removed from the consent agenda and discussed during the regular agenda.

Judy Cohen, Storey County resident, business owner, tax payer and property owner, commented on item #10 as well, suggesting a new approach to the process and the possibility of receiving comparable bids for the annual audit.

Motion: Approve agenda for April 16, 2013 with item #10 being heard on the regular agenda, Action: Approve Moved by Commissioner Gilman Seconded by Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

5. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for March 19, 2013

Chairman Sjovangen stated that Vice-Chairman McBride is ill and will not be joining us today.

Motion: Approve minutes for March 19, 2013, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

6. PUBLIC COMMENT (No Action)

David Toll spoke in favor of the job performance of the Sheriff. Since taking office he has restored the office to a high level of public trust and approval, while reducing spending by a million dollars since fiscal year 2009. He feels this is a major achievement. Mr. Toll continued that the Sheriff has submitted a budget that he believes will allow his office to continue operating at a satisfactory level. It has been proposed to cut his budget by a considerable amount, thus reducing his ability to provide satisfactory protection to the public, which in turn results in the erosion of public trust and confidence. Zero based budgeting is hard to achieve when you are responsible for keeping order amongst human beings. We are not an altogether reliable species and sometimes we require overtime by the peace keepers.

Dale Beach, Storey County resident, spoke to a public records request addressed to District Attorney Maddox regarding the licensing of the brothels owned by Commissioner Gilman. Mr. Beach stated he is the CEO of the committee to improve County Government and he is glad that there are some State people at the meeting today, because he wishes we could mimic what the State does. He addressed the growing expense of family health care. Mr. Beach further discussed the County paying the full cost of PERS of each employee, while the State only pays half of the cost and the employee pays the other half. He is getting into bulk mailings, starting with 100 per month. He is concerned about our lobby cost and asked that maybe our Senator could help us there as well. Our County has set themselves up, for the Fire Department, with Douglas County, Lyon County and Carson City. Each one of those three counties is between 50,000 and 75,000 people while Storey County has just 4,000. He believes we should be rating ourselves with Mineral, Pershing, Humboldt and Lander. Some of those departments are 100% volunteer; the Fire Department is Storey County's biggest budget. He needs the Sheriff's Office 10 times more than he needs the Fire Department. Chairman Sjovangen asked that he submit all of that in writing. Mr. Beach said he will put it on his website and give him the web address. District Attorney Maddox asked if he would be taking emails now at his website. Mr. Beach responded that he is and may get a Twitter account as well. He gets to choose what goes on there and what doesn't. District Attorney Maddox commented in regards to the statements made about the Fire Department. He explained that when he was the District Attorney for Carson City, at which time there was about 30,000 people, they looked at the possibility of going back to a Volunteer Fire Department. The problem is that had they decided to do that the insurance companies would have raised the rates on the homeowners. The cost to the citizens to pay for that insurance increase would have been more than the cost to maintain the Fire Department. Mr. Beach stated that before Commissioner Gilman got into office he asked him to do some research on the four different counties that he mentioned earlier, to find out if it could be done cheaper. He doesn't need a Fire Department, he will never call 911. It bothers him to spend the money on the Fire Department.

Ms. Cohen seconded what Mr. Toll said regarding the Sheriff's Office. She added that she 100% supports the Fire Department. However she agrees with Mr. Beach that we should try to run the department as cost effective and efficiently as possible. We receive direct services from the Sheriff and Fire, both which are very valuable services. She sent the three commissioners, Pat Whitten and Hugh Gallagher a letter regarding the meetings. She feels we should follow proper decorum here, no more rudeness. Which she has been a recipient of herself, everyone is entitled to their opinion. She asked that the audience and the other people in the county government treat one another with respect.

Mr. Phillips stated that he too felt obligated to come here today and speak in regards to the Sheriff's budget. He is disturbed at the drastic reduction in the budget and would like to see it back up to what was submitted.

Ms. Cohen noticed that the age of coverage under the insurance benefits for dependents has been upped to 26 years old. She finds that to be an excessive age. Mr. Whitten responded that it is a direct result of Obama Care; we have no control over it.

CONSENT AGENDA

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- 7. Claims For possible action approval of Payroll Check date 03/29/13 for \$345,195.42, 04/12/13 for \$441,143.81 and Accounts Payable date 04/05/13 for \$265,561.37
- 8. For possible action approval quarterly report for the Virginia City Township Justice Court.
- 9. For possible action approval of award bid in the amount of \$126,820.55 to Coons Construction, the apparent low bidder for the Storey County Pool Accessibility Upgrades Project (PWP #ST-2013-095) as part of the Community Development Block Grant awarded to Storey County.
- 10. For possible action approve appointing the firm of David Pringle CPA as outside auditors for the Storey County Audited Statements for the year ended June 30, 2013 (This item was heard under the Regular Agenda of the Board)
- 11. For possible action approval of Licensing Board First Reading:

- a. Nevada ICF, LLC Contractor/1491 Serendipity Court, Sparks
- b. Complete Electric Contractor/1655 Marietta Way, Sparks
- c. Rimrock Drilling, Inc. Contractor/700 Flanders Road, Reno
- d. V.C.'s Treasurer Island General/54 North C Street, Virginia City
- e. Comstock Movie Studio, LLC dba Three Tickets to Paradise General/150 North Summit Street, Virginia City
- f. Trico, LLC General/655 Peru, TRI
- g. Arrow Remodeling & Renovation Contractor/1280 Plumb, Reno
- h. Momentum Consulting dba Fast Signs of Reno Contractor/1280 Plumb, Reno
- i. Burke Roofing, INC. Contractor/109 Shadow Mountain Drive, Fernley

12. SHERIFF'S OFFICE LICENSING

For possible approval of first reading for cabaret license application for The Roasting House located at 55 North C Street, Virginia City.

END OF CONSENT AGENDA

Motion: Approve the Consent Agenda with the exception of item 10, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

13. **DISCUSSION/POSSIBLE ACTION**: Dr. Marc Johnson – President of the University of Nevada, Reno regarding any concerns about a merger of leadership positions for UNCE and CABNR/NAES. Dr. Johnson also has expressed a desire to re-connect with each county to build awareness that the University of Nevada, Reno is their university across a number of topics, like agriculture, land management, water resources, mining, ranching, community and business development, etc.

Dr. Johnson addressed the Commission regarding an administrative change and any concerns they may have surrounding the change. He stated that it sounds as though this county has been hit with budget issues just as the University has been hit. The University wants to be more involved with the County and State. Dr. Johnson explained some of the rolls and responsibilities the University has and offers to the residents of the county. During the budget cuts several programs had to be cut and combined into one group to maintain the quality of service and expertise. The department of Mining and Geology had to but cut and combined as well and in addition to the medical section of the University. We want the University to expand outreach of all of the colleges to better serve the public. The proposal he is presenting today is to leave cooperative extension alone as a separate budget but to have one leader for it and the Agricultural Station. The purpose is to coordinate the expertise that is on campus and combine research and teaching. This would allow them to bring the critical mass expertise more readily to Storey County.

Chairman Sjovangen responded that he believes that Dr. Johnson is aware of the response he received from NACO. Our position is going to be consistent with that as well. Mr. Whitten added that he thinks it is wonderful that Dr. Johnson has taken the time to come up and speak

with the Board. Chairman Sjovangen added that we stand with NACO at this point. Dr. Johnson responded that some of the information NACO received about reductions in budget and personal was inaccurate. However he respects the County's position.

Commissioner Gilman stated the he would like to see a continuance so that more information can be gathered prior to making a decision. There has been a variety of positions taken and he would like to look into it further. He respects the effort coming from the University. He would like until the next meeting.

Dr. Johnson explained that he is here to hear the County's concerns and many counties have stayed neutral on the proposal. His purpose of being here is to have a conversation not to necessarily have a vote.

Chairman Sjovangen stated that he agrees with Commissioner Gilman that additional time is needed to review the information and make a decision.

Motion: Continue the item to the next meeting of the Commissioners, **Action:** Approve **Moved** by Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

14. **DISCUSSION (No Action):** Update from Maurice Washington of the Northern Nevada Development Authority

Mr. Washington said he is termed out from his senatorial duties and is enjoying his new position. He provided the Board with an update of the Northern Nevada Development Authority's (NNDA) actions. He is pleased that Commissioner Gilman is on the NNDA Board and he enjoys working with Mr. Whitten. The NNDA is currently involved in an aggressive mailer and email campaign. We have done well during these hard economic times, seeing growth in the counties that the NNDA represents. In the last fiscal year there have been at least five closures in Storey County, several site visits and they have seen some interest in fire arm industry in the TRIC area. Mr. Washington discussed additional activity that is ongoing and the continued efforts to bring new companies and current business expansions in Northern Nevada. The new slogan is "Improve the State of Your Business." They are not asking companies to pull up their roots and relocate, we want them to expand. He explained the philosophy behind this slogan. The Board thanked him for his time and work.

15. (Item 10 from the Consent Agenda) For possible action approve appointing the firm of David Pringle CPA as outside auditors for the Storey County Audited Statements for the year ended June 30, 2013

Mr. Phillips stated that his research shows that the County Commissioners don't need to take bids on outside auditors and there isn't any time limit on how long the same auditor can be used. In light of recent conversation regarding reports that need to be filed and budgets that haven't been filed with the State, these should have come up in previous years audits. Those are a few of

his concerns. An item in the last audit that caught his attention is funds in excess of the amount that are covered by the FDIC.

Comptroller Hugh Gallagher stated that in his 40 plus years of doing this he has been on both sides of the fence, where bids have gone out automatically for CPA firms and where these firms have continued the preform the audit until there was a need or reason for the firm to be replaced. He provided an example of a firm that was closed due to violations. Mr. Gallagher believes that the current CPA is doing a great job. One thing to consider is that if you go out to bid or replace the current firm there is going to be increased costs. A new firm will need to familiarize themselves with the County. It is his recommendation that we retain the current firm for the next fiscal year. Mr. Whitten clarified that we are required to certify our outside auditor by a certain date each year. Mr. Gallagher responded that we are by March 31st of year. Mr. Whitten asked if a CPA can actually bid or is it more a request of qualifications. Mr. Gallagher explained that they can submit a "not in excess of" but there could always be an additional cost. You are looking at their staff, experience and partners among other things when making a decision to accept that firm. Mr. Whitten added that a fresh look is always a good thing, however June 30th is around the corner and we need to appoint the auditor. He recommends approval with the clear indication that next year we go out for RFQ or RFP. Chairman Sjovangen agreed that we are out of time for the upcoming year.

Ms. Cohen asked who determines the scope of an audit. She stated that we need to determine what they look at and change the scope for the upcoming year being that it is too late for bids.

Nicole Barde stated that her major concern is who audits the auditor. To the extent that the current auditor has been auditing the county the Board may want to consider having a third third-party auditor. Essentially do a quality control on some of the items that are being audited. She wants to ensure that the auditor isn't getting "snow blind." Mr. Whitten believes this can be addressed during the next year and can bring in an additional firm for support. He and the Comptroller will work on the quality control.

Motion: Approve the firm David Pringle CPA as outside auditors for the Storey County Audited Statements for the year ended June 30, 2013 with the condition that staff explore having an overview audit and item specific audit as appropriate, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

16. **DISCUSSION (No Action):** Committee/Staff Reports

Fire Chief Gary Hames:

- 1. Reported that May 4th at Mill's Park in Carson City will be the kickoff event for "Wild Fire Prevention Week." Storey County will be participating in the event.
- 2. Ambulance subscriptions will be going out in the next week or two.
- 3. He addressed comments made by Dale Beach, we lose people, and that is partially because of things said by the public and what is published in the newspaper. He thanked Ms. Cohen for her comments. We do need a Fire Department and the Insurance Service Organization (ISO)

rating would absolutely be affected. They come out every 15 years and rate the County. The last time the rating was reviewed some of the areas were a 10, which have now dropped to a 4. He reminded everyone that we don't have a hospital; the first line of medical is our paramedics. On behalf of the staff we work very hard for the public, we live and work in this Commissioner Gilman added that there a lot of unsung heroes here. Our County is at the top of list of the schools and students, we are rated number one for county health in the State. Additionally we have the largest industrial park and that isn't something you can have with a volunteer fire department. The industrial park is the number one source of revenue for the County. We also have a large volume of tourist coming through Virginia City, which is another major part of revenue. You cannot have those things without the proper infrastructure that is offered by the departments and staff of this County. We need to celebrate our wins and everything our County has done. Fire Chief Hames explained that it is hard to maintain morale with hurtful comments being made by the public. He added that we try very hard. Ms. Barde stated that a Fire Department in our environment isn't a luxury it's a necessity. We wouldn't receive the same support or sense of security from a volunteer department. The entire Fire Department is phenomenal. The need and support is there, during the budget time it is more important to look at the efficiencies.

Grants Cherie Nevin:

- 1. Ms. Nevin provided an update on the income survey for Virginia City, Gold Hill and Silver City. We received 177 completed surveys; we have a magic number of 211 that we need to meet for returned surveys. We are short about 34 surveys; representatives from the Rural Water Association will be in town during the evening hours next week to obtain the needed surveys. She asks that people cooperate with these folks and provide them with the information they are requesting.
- 2. She stated that with the approval of swimming pool bid today we are looking to start construction on the pool project next week. Hope to have the work completed in time for the pool to open in the first part of June.

Public Works Director Mike Nevin:

- 1. Mr. Nevin stated that his crew strives to do things that are meaningful to the people of the community. They have embarked on a project at the Louise Peri Park to rehabilitate the restrooms which have been closed for the past six years.
- 2. He has located the joint written agreement between Storey County and the School District for the upkeep and maintenance of the park. He has sent that out to the key players and will be requesting a follow meeting to make certain we are all on the same page.
- 3. The crew will also be installing some lights on the poles that are adjacent from the park and the possibility of solar powered motion lights for the restrooms. Hope to have all that completed in the next couple of weeks. He is excited about the work and hopes that the people are as well.
- 4. Mr. Nevin reported that they have advertised for lifeguards and a pool manager. Should have the pool back up and operational the first part of June. He has filled the custodial position and believes the gentleman is going to work out real well. He thanked the people in the Courthouse for their positive comments so far.

Community Development Director Dean Haymore:

- 1. He reported that the business license impact statement has been permanently placed on hold. We cannot increase fees per the developer agreement with TRI.
- 2. He will be issuing a grading permit for 525,000 square foot building at 700 USA Parkway next week. We are completing tentative improvements for MARS Petcare. He covered additional projects that currently taking place in TRI including a new fire arm business and the completion of a new building at Barrick.

Sheriff Gerald Antinoro:

- 1. Sheriff Antinoro commented on the remarks made by Commissioner Gilman regarding all the wonderful things you can find here in Storey County. He stated that along with that we have a very safe County and it is his goal to keep it that way. He offered his heartfelt appreciation for the out pouring of support he has received during this difficult budgeting time.
- 2. An email just came out to him, that within four hours following the bombing in Massachusetts yesterday afternoon, eight websites went up. He warned everyone that in times like these there are all types of scams that pop up.
- 3. This Saturday is the annual softball tournament against the Fire Department; it is a fundraiser for the girls' softball team. The following weekend is the Grand Prix where his office will be hosting a pancake feed in support of Special Olympics.

Comptroller Hugh Gallagher:

- 1. Reminded the Board that there will be some resolutions presented regarding the abolishment of the funds for the town of Gold Hill and Virginia City, the funding will be going to the VCTC. Also, the VCTC will become a separate local government again. A new resolution will also be presented regarding infrastructure.
- 2. Mr. Gallagher addressed the budgetary items that have been mentioned during the meeting. The Sheriff's budget is in no way done, it is an ongoing process. The issue is we have to get something that is viable so the public is safe and protected. Some of the information that has come out is inaccurate. There will be no hidden agendas and everything will be out there in black and white. He understands the concerns.

Administrative Officer Austin Osborne:

- 1. Mr. Osborne reported the current business before the Planning Commission. May 16th will be a master plan workshop in Rainbow Bend along with a flood project presentation.
- 2. An annual tour will be conducted of the water system with the Sutro Tunnel for the Carson Water Sub-Conservancy Board.
- 3. He is currently working on a permit for a single family residence on land that is zoned forestry at the bottom of Six Mile Canyon.

Chairman Sjovangen called a recess at 3:17 pm.

Chairman Sjovangen called the meeting to order at 3:30 pm.

County Manager Pat Whitten:

1. He stated that would like to correct a statement made by Mr. Beach in which he indicated that there are 31 firefighters. Mr. Whitten has confirmed with the Chief that there are in fact 22,

- inclusive of the Chief. There are reserves that are less than part-time and are geared towards keeping overtime costs down.
- 2. At the last commission meeting the Board voted to take a stance of neutrality on SB22, the boundary adjustment bill. The amendment providing for independent action by both boards has been included in the amendment to the bill which has passed out of committee.
- 3. He reminded the Board that this Friday is a big day in Virginia City, the USDA has chosen Storey County a prime example of how the USDA can promote and foster Earth Day. These are the fine folks that have loaned us over five million dollars. The ceremony will be at the Fourth Ward School followed by a no host lunch at Café Del Rio.
- 4. He encourages the papers to remind everyone the Free Dump Day will be the 3rd and 4th of next month in Virginia City with additional dates at the transfer station in the north end of the county. They have a crew together that will be assisting those who require it in removal of trash and debris from their homes. Saturday will be cleanup day in Lockwood.

District Attorney Bill Maddox:

- 1. Reported that Renee Hemasi will be done at the end of this month. She has been with his office for about four months. She will be graduating from law school in May and might have the Roberta Webster situation cleaned up. If you have the opportunity to thank her for her time he asked that you do so. She has done a good job. Mr. Whitten added that she has been one of the most impressive students he has ever come across.
- 2. He argued the CRA and Comstock Mining case yesterday in court. One of the issues that have come up is the mootness of mater being that the trucks are no longer on the road. We should get a decision within the next couple of weeks.
- 17. **DISCUSSION/POSSIBLE ACTION:** Approve resolution 13-372 to recognize April 24, 2013 as "Denim Day" in support of victims of sexual violence.

Sue Jones with the Victim Services Unit provided some background behind the origination and history of Denim Day which was established in California in 1999. This is the first year it has been recognized in Nevada. They are asking that everyone wear denim on April 24th in support of awareness. The Victim Service Unit will be hosting an event on the same day at the High School, educating the students on sexual assault and rape. Mrs. Jones read the resolution into the record.

Motion: Approve resolution 13-372 to recognize April 24, 2013 as "Denim Day" in support of victims of sexual violence, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (summary: Yes=2)

Mrs. Jones invited everyone to join them at the event on the 24th that will be at the High School.

COMMUNITY DEVELOPMENT AND PLANNING

18. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit No. 2013-004 by the Nature Conservancy (McCarran) Applicant is requesting a special use permit in APN 004-092-62, 004-

091-77 and 004-091-78 (appox. T20N, R22E, Sections 28, 39, 32 and 33 MDBM)(39° 33′38″N, 119°32′11″NAD) to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat improvement, noxious weed eradication and recreation.

Mr. Osborne explained that the Planning Commission has given unanimous approval to the permit. The property does not lay within the TRI boundaries. He turned the floor over to Ms. Bakker who was present on behalf of the Nature Conservancy as the Project Manager. Ms. Bakker walked the Board through a power point presentation. She provided an overview of the Truckee River Restoration Project, the need for restoration, overall benefits of restoration, restoration plans, the project planning and scheduling, required permits and partners involved in the project. (A copy of the presentation is available in the Clerk's Office.) Mr. Whitten stated that Mustang Ranch listed in the presentation is the Old Mustang Ranch that is owned and managed by BLM. It is his opinion that Commissioner Gilman does not have any conflict with the project. He complimented Ms. Bakker and the Nature Conservancy on all of their amazing work over the years. He hopes that this is one thing that we never have to test. He complimented her on her wisdom for avoiding the April 2nd meeting that lasted 12 hours. Commissioner Gilman stated that the projects have been wonderful, as a property owner and resident of the area he has watched the evolution of their work. He asked with going back and restoring the river to prechannel dates are there problems going to reoccur. Ms. Bakker explained that the work done in the 1960's worked temporarily, over time it created a deeper ditch and minimized access to the flood plain. Further discussion was held regarding potential flooding issues in the Lockwood area and the positive effects this project will have on the issue. Mr. Haymore added that any work that is done cannot raise the flood level; proper approval is required by FEMA and Storey County. Mr. Osborne added that the Truckee River Flood Project is supporting this project. The petroleum pipeline is well out of the area of this project, access will take place in three places, there is an easement for this purpose only, 16 power lines will be relocated and the project will not cause the river to rise.

Findings: The following are found to be factual regarding the proposed special use permit under the recommended conditions of approval shown in Section X of this report. A motion for approval should include these findings:

- A.SCC Sections 17.35.040(T) and 17.76.020(H) (Uses Subject to a Special Use Permit) require a special use permit for nature resource projects including river and waterway restoration, wetland creation, and recycling in the I-2 Heavy Industrial and NR Natural Resources Zones.
- B. The subject land is located in McCarran, Nevada, but is not located within the boundaries of the Tahoe-Reno Industrial Center; therefore, the proposed use is not subject to the restrictions or entitlements of the Development Agreement between Storey County and the Tahoe-Reno Industrial Center.
- C. The conditions of SUP No. 2013-004 will not conflict with the purpose, intent, and other specific requirements of the I-2 Heavy Industrial Zone and the NR Natural Resources Zone, in which the project is located.
- D.The proposed project and the final product will not conflict with or adversely impact surrounding existing land uses, future land uses, or land use entitlements therein under the I-2 Heavy Industrial Zone.

- E. The conditions under SUP No. 2013-004 are at least as stringent as and not in conflict with the applicable federal, state, and county regulations. The minimum requirements under SCC Chapter 17.03 Administrative Provision for special use permits are applied to the conditions of this SUP.
- F. The conditions of approval under SUP No. 2013-004 impose sufficient regulations on the proposed project to reasonably mitigate associated impacts on the surrounding environment and closest land uses.

Motion: Approve Special Use Permit No. 2013-004 by the Nature Conservancy (McCarran) Applicant is requesting a special use permit in APN 004-092-62, 004-091-77 and 004-091-78 (appox. T20N, R22E, Sections 28, 39, 32 and 33 MDBM)(39° 33′38″N, 119°32′11″NAD) to alter portions of the existing Truckee River channel and abutting floodplain environment to facilitate flood management, water quality improvement, biodiversity and habitat improvement, noxious weed eradication and recreation based on the findings of fact and the conditions of approval and the motion for approval of the planning commission, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (summary: Yes=2)

19. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. Associated Crane and Oil Field Log General/235 London, TRI
- b. Thompson Electrical Contractor/7782 Cerritos Circle, Sparks
- c. Rainbow Restoration Contractot/1285 Marietta Way, Sparks
- d. H2O4U General/305 Sugar Hill Drive, Sparks
- e. The House Chambers General/405 Aspen Drive, Dayton
- f. The Butchers Choice of Nevada General/2555 Dickerson Rd, Reno

Mr. Haymore asked that item A be continued and the remanding second readings approved.

Motion: Continue second reading item A Action: Approve Moved by Commissioner Gilman Seconded by Chairman Sjovangen

Vote: Motion carried by unanimous vote (**summary:** Yes=2)

Motion: Approve second readings of items B-F, **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Chairman Sjovangen

Vote: Motion carried by unanimous vote (summary: Yes=2)

BOARD COMMENT

Commissioner Gilman requested that Staff undertake review and consideration for creating a new Storey County department. The department would work directly under the Storey County Commissioners and report to the County Manager. It has become evident that all of our community outreach programs are being administered by a number of different departments. Many programs and organizations are run through the VCTC which are budgeted for and the responsibility of Mr. Dotson. There are other programs that the Community Chest administers and then we have our

community centers. The Sheriff's Office has done a wonderful job with the outreach programs. It is his recommendation that we combine all the programs under one department that would be called the Community Outreach Department, would be funded by a separate budget and would be overseen by a department head. He asked that we open a research project to look at the viability of the project.
ADJOURNMENT The meeting was adjourned by the call of the Chair at 4:13 p.m.
Respectfully submitted,
By Vanessa DuFresne, Clerk-Treasurer

MINUTES FOR JUNE 4, 2013



STOREY COUNTY COMMISSION MEETING

TUESDAY, JUNE 4TH, 2013 12:00 P.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

BILL SJOVANGEN CHAIRMAN BILL MADDOX DISTRICT ATTORNEY

MARSHALL MCBRIDE VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA DU FRESNE CLERK-TREASURER

Roll Call: Chairman Sjovangen, Vice-Chairman McBride, Commissioner Gilman, District Attorney Maddox, Deputy District Attorney Tim Treffinger, Deputy Clerk/Treasurer Dore Nevin, County Manager Pat Whitten, Administrative Officer Austin Osborne, Virginia City Tourism Commission Patrick Gilmore and Sheriff Gerald Antinoro.

- 1. CALL TO ORDER AT 12:00 P.M. CALL TO ORDER CLOSED SESSION AT 12:00 P.M. (Closed meeting pursuant to NRS 288.220(4) for the purpose of conferring with the County's management regarding labor negotiations.)
- 2. CALL TO ORDER AT 2:00 P.M.

The meeting was called to order by the Chair at 2:02 p.m.

3. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance

4. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 4, 2013

Mark Joseph Phillips- His concern today is Item #11 this a continuation of a conversation we started at a prior meeting he thought Mr. Gilman tabled this conversation until a future meeting.

Vice Chairman McBride said it was health insurance Mr. Phillips is referring to

Mr. Phillips said it was the public insurance.

Pat Whitten said this is an all risk insurance and not our health insurance.

Mr. Phillips said is he correct in saying an agenda item was continued but has not come back up. Mr. Whitten said we revisited that at the next meeting and it was approved. Those were health benefits through A & H Insurance.

Motion: Approval of the Agenda for June 4, 2013, **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Commissioner Gilman

Vote: Motion carried by unanimous vote (**summary:** Yes=3)

5. **DISCUSSION/POSSIBLE ACTION:** Approval of Minutes for May 20, 2013

Motion: Approval of the Minutes for May 20, 2013, **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Commissioner Gilman

Vote: Motion carried by unanimous vote (**summary:** Yes=3)

6. PUBLIC COMMENT (No Action)

Storey County Manager Pat Whitten read a statement dated June 4, 2013: (Copy of signed statement available in the packet)

At almost every public meeting now, individuals exercise their right under the "Public Comment" section of our agendas, to stand up and make statements, many of which are valid and constructive. However, a few individuals abuse this right by standing to make statements that are outright false and misleading. Often, some don't even stay to hear or care about any response. They simply leave the meeting. It is especially troubling to me when one of the local media publishes these statements without benefit of researching their accuracy or validity, or at least asking for a response from the County.

At the last Commission Meeting, Dale Beach stood before you and asked the Commission "do something to require honestly in office" so that "everybody we do business with in the County is not giving us the scam". He went on to further state that I had said the County and School District had each been paying \$36,000 a year for lobbying services, (which were previously performed by Yvonne Murphy) and that we would be saving \$12,000 by hiring Greg Hess. This is the one and only accurate statement made during his public comment, in my opinion. He went on to say that instead of "losing us \$6,000", it "cost us more money going from \$72,000 to almost \$80,000". This is patently untrue. For the record, the total combined salary and benefits costs for Mr. Hess for the coming fiscal year are calculated to be \$62,265.68, which includes increases in both PERS and Health Insurance. His base compensation did not and will not increase. Our Comptroller's office bills the School District 50% of Mr. Hess' salary and benefits, which equates to an estimated amount of \$31,132.84 for the coming year. While we are not saving quite as much as we did for the first half of the year, both entities combined are still saving almost \$10,000 a year and as Commissioner Gilman pointed out, a lobbyist of Mr. Hess' qualifications and background would cost the County and School District much, much more if we contracted out with one of the traditional law firms.

Mr. Beach stated he "would like to have some penalty" for not being honest. I stand by my previous statements as accurate and honest and encourage Mr. Beach to more genuinely practice what he preaches in "telling the truth as close as he knows it". (End of Statement)

Shawn Griffin Community Chest-

On Tuesday July 2nd 5:00 to 7:00 there will be a Grand Opening of the Library upstairs of the Community Center. There will be a children's section, 580 books and it will be staffed by volunteers. He invited everyone to attend.

He will be meeting Thursday with the State Library staff to get CLAN (Central Library Access Network) back available to our patrons, so they can take out books across the system statewide. He is working closely with Sarah Jones in Carson City to have Storey County be part of their Overdrive System which will allow them to access all E-books through the Overdrive System. With that he hopes to purchase Kindles and check them out and have books available to download for people that come into the center to utilize them. Both CLAN and Sarah Jones are going to give us substantial discount because we are a pledge leading group. As soon as we can they will be moving these services to Mark Twain and Lockwood. So they can have access to both online loan and enter library loan systems. He has had 4 wonderful volunteer librarians here for the past 2 weeks coding and scanning the books. They've ordered rugs for the Children's area and have the books on shelves instead of boxes so they can check them out easier. They have also recruited Washoe County Liberians to come up and coordinate free reading time with the parents and families for the duration of the summer. It will all be run by professional Liberians. All the cataloging has been done by professional Liberians in their volunteer time. He hopes as they continue down the road they get more resources and they can begin to staff it up and make the adult section available to everyone as well as the children section. They are continuing to return and give back anything not being used back to the High School Library.

He's working with District Attorney Maddox to get all the Law books in their office open as a law library where the computer center is, which is already public and available to everybody and used by the public at this time so there won't be any computer problems so they can use the online and physical books. He is hoping to have it done this month. On the 2nd he will be recognizing the volunteers for all their hard work. He wanted to thank the State Library and Sarah Jones for their hard work and for doing this out of the kindness of their heart.

Vice-Chairman McBride said they were proud of him for doing so much with so little money.

Dale Beach- He introduced himself as a political activist-he asked for documents that would convince him that what he said is wrong he would love to have them. His understanding is that we are spending \$39,900 per month for our Lobbyist Mr. Hess for the four months that the Legislature is open. He gets the money over 24 months, that's his belief. He said "if it's wrong please give me the documents to say its wrong"

Chairman Sjovangen told him he was wrong.

Mr. Beach asked if he gets health insurance from us. Both Mr. Whitten and Chairman Sjovangen said "Yes"

Mr. Beach continues then you tag health insurance on \$60,000 you get \$70,000 - \$80,000.

Mr. Whitten told him he gets the amount he stated in the budget he read it to him one more time, he gets \$62,265.68 that is his annual cost to employ him year round not for 4 months during Legislature, as he stated before but Mr. Beach had left the building he is also a Federal Lobbyist and works with us on an inter- County level. Mr. Beach said I'm sure does. Mr. Whitten told him again that it is not a 4 month job.

Mr. Beach asked if his time was running during while Mr. Whitten is talking. Mr. Whitten told him he asked the question. Mr. Beach continued with he wants his question answered in writing. He brought up State Lobbyist Harvey Whitmore that he got in over his head and is looking at 15years in the Federal pen and a \$750,000 fine.

Chairman Sjovangen said this has nothing to do with Storey County.

Mr. Beach said he lobbied for issues for Storey County when he was a Lobbyist for the state, that's his thoughts. He would like to have a ordinance committee and management reduction committee and he would like to be on it. He would like to see if we can cut costs for our county. He still stands by that we are spending \$39,900 per month for the 4 months that the State Legislature is in office. He said again he wants something in writing and signed at the bottom showing him he's wrong.

Mr. Whitten told him to ask the Clerk after the meeting for a copy of his statement that he just read that it is going to be record. Mr. Beach asked if it was going to be in the record. Mr. Whitten told him "yes sir".

Chairman Sjovangen told him to get a copy of it.

Mr. Beach said that would be nice would it be mailed to him.

Chairman Sjovangen told him not to run off after the meeting and get a copy.

Mr. Beach left the meeting without getting a copy of Mr. Whitten's statement. He said he would request a copy from the Clerk's Office.

Mark Joseph Phillip – After today's meeting he is going to get a file stamp at the Clerk's Office, it's his written request for public record of minutes of previous meetings that are more than 30 days ago that have never been put on the agenda by the Commissioner's, for the record Tuesday, April 2, 2013 at 9:00 a.m. have not been approved by the Commissioner's if the minutes aren't there we can't go back, because there is no record of the meeting happening. Also, Tuesday April 16, 2013 no minutes approved and no record of what happening that day, May 7, 2013 that is approaching 30 days. He has never checked statue to see if you can approve the minutes from May 20th and there is 3 prior meetings. Of course the meeting he is interested in is the April 2nd meeting when he was wrongfully excluded. He said it was a very long meeting and he doesn't even know what happened. He is going to ask the Clerk to give him draft minutes from that meeting within 5 working days. Hopefully they

will be on the agenda for the next meeting, if you haven't asked your Clerk to get these minutes to you to get them on the agenda, then he will. Particularly the April 2nd meeting for which he filed his open meeting law written complaint.

In regards to Dale Beach, he has worked long and hard with him. He has seen his written requests for information and the run around he and himself get. For anyone to say they are wrong without offering any kind of evidence.

Chairman Sjovangen told him to have a seat and thanked him.

CONSENT AGENDA

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

- 7. Claims For possible action approval of Payroll Check date 05/24/13 for \$359,742.49 and Accounts Payable date 05/17/13 for \$757,565.19
- 8. For possible action approval of Licensing Board First Reading:
 - a. Queen of Spades General/11 North C Street, VC
 - b. Virginia City Mining Company General/171 South C Street, VC
 - c. Commercial Restroom Solutions, LLC 1379 Waterloo Lane, Gardnerville
 - d. Bulette's Restaurant & Saloon General/5 North C Street, VC

END OF CONSENT AGENDA

Chairman Sjovangen asked if there were any comments- there were none.

Motion: Approval of Consent Agenda, Action: Approve Moved by Vice-Chairman McBride Seconded by Commissioner Gilman

Vote: Motion carried by unanimous vote (summary: Yes=3)

9. DISCUSSION (No Action): Committee/Staff Reports

Patrick Gilmore Virginia City Tourism Commission:

Spoke on the Familiarization Tour this Thursday. He had copies of invite for anyone interested in going it was for residents or whoever wanted to join them. There was a morning tour that started at 9:15 a.m. and afternoon tour that started at 1:15 p.m. the trolly would be taking them to the Fourth Ward School, Comstock Gold Mill, Ron Gallagher would be giving a fun history lesson on things you may not know about Virginia City. He thanked everyone for their support they had given them. He said there was still room available in the morning and afternoon tours. He asked if there were any questions-there were none.

Sheriff Gerald Antinoro:

- 1. Talked on the several complaints he received on the RTO run (Reno Tahoe Odyssey) and the traffic control that happened over the weekend. He explained that it was on a State highway and the NHP were supposed to be doing traffic control. He will be in contact with the state folks regarding this for next year. He and Pat will discuss and continue to discuss it with the event planner for next year and make things a little bit better.
- 2. He said he ran the torch for Special Olympics though town from one end to the other. It was a great weekend event with the Special Olympics Opening Ceremonies Friday night and the games on Saturday.

Administrative Officer Austin Osborne:

- 1. Spoke on the Truckee River Flood Management Authority meeting on May 16, 2013 out at Lockwood. He thanked everyone that attended he said they learned a lot. Gentleman brought up an idea during the meeting of possibly bypassing the neighborhood, having the river in flood stages go on the backside of Rainbow Bend and Lockwood. Engineering wise it may be challenging and may not be possible and a it wasn't a half bad idea. So he went to Reno and talked to the Flood Project people in Reno and they said it may be possible but there are some challenges of running the river behind the neighborhood they would have to create reservoirs and pressurized flumes and it may not be fees able, but maybe an idea of running a box culvert or something like that underneath Ave de la Couleurs on the west side and Ave de la Couleurs on the east side something similar on that device would essentially take a portion of the flooding river and allow that river to expand and also take a portion of Long Valley Creek during flooding stages. If that could be engineered and created it's possible a way to mitigate flooding in that area and have zero impact on that neighborhood and the road could be put right back on top of the culverts. There are some engineering challenges and cost analyst that may be a high. They have invited him to their engineering meeting in about a month and all their engineers are going to get together and talk about various projects from Pyramid Lake to Verdi and they have agreed to put this item on that meeting.
- 2. Diane Stewart has been with the county 23 years and is retiring at the end of July so he invited everyone to a farewell BBQ on July 25th 11:30 to 1:00 there will be an E-vite sent out. If there are any questions you may contact him. She has been a dedicated and devoted employee.
- 3. He has posted a position for a Planner in Storey County, every other county in the State of Nevada; it's posted from here to Utah and on the Planning Association website to look for someone that would be a reliable planner for Storey County. He described the job description.

Pat Whitten read written Staff Report for Fire Chief Gary Hames via e-mail:

- 1. Ambulance Subscription is open through June 30th
- 2. Seasonal staff have completed the remaining fuel reduction on D Street where the crews stopped; 90% completion of the fire break running from the tank above Greg Hess seniors residence all the way back to the south ending at the pit; clearance of the fire

- road where the community television equipment is located; and, the Long Valley road improvements for fire response have been completed.
- 3. Seasonal staff is now in their respective stations. They will be working on home fire safety assessments, residential fuel clearance projects and reinforcing the fire breaks in Mark Twain which totals around 5 miles in length and two blades wide.
- 4. Captain Yohey did an outstanding job of coordination of the Every 15 Minutes Program. Almost every single department in the county participated and we wish to thank them. This program will have a long lasting impact on our youth and will hopefully provide the tools necessary to make good decisions relating to drugs and alcohol consumption.
- 5. Servpro will be providing information on their boarding up services, water damage recovery program, building pre-plans and post fire response team abilities on June 13, 2013 at the FD training room.
- 6. Pump testing was completed this weekend. Our existing pumps on the structure engines are aging. The oldest engine is now 36 years old and the newest structure engine is 17 years old. One engine that is 22 years old is out service and waiting for parts to be manufactured since they no longer make them. Fortunately, Central Lyon County has given us a "loaner" engine until that one can be repaired. We anticipate this and did ask permission to begin sending out replacement engine specification for obtaining costs. When this is done we will be bringing a plan forward for replacement to you for discussion purposes.
- 7. Last week we completed a dozer boss trainee course for all the seasonal firefighters.
- 8. All annual business inspections have been completed for 2013. This project has been going on since last October and finished on June 1st.
- 9. Alicia has successfully completed our Medicare application and received approval. This has been an ongoing issue since last September. Needless to say, it is very meticulous and took a lot of time to complete. With that said, we are finally receiving payments from them dated back to September.
- 10. There will be a county wide personnel participating in a sand table exercises this Wednesday, Thursday and Saturday. Everyone is invited to attend and you can register through our office at 847-0954.
- 11. The FEMA health and safety grant has been awarded for smoke detectors and batteries. We are in the process of ordering the first round of equipment this week. This will fit perfectly with our home safety survey being conducted.

Sorry for missing the meeting today, but we are quite busy trying to keep up on projects this time of year.

Pat Whitten read Community Services Director Deny Dotson Staff Report:

Benjamin Moore Paint Company contacted us several weeks back and said Virginia City has been chosen to be in one of these internet votes, Facebook contest similar to the ones we've seen in our schools. Mr. Whitten read parts of a press release that we received:

Benjamin Moore, North America's most respected paint manufacturer and color authority, announced today its biggest initiative ever to revitalize communities across North America through the launch of "Main Street Matters" Benjamin Moore will not only provide the paint and supplies needed for facades, porches, railings, shutters and other exterior building trims, but its

color experts will consult on the best choices to enhance the architectural style, regional influences and historic references in each community. Skilled professional painters, many of them members of the Painting and Decorating Contractors of America, will be hired, putting another segment of local business to work along with the local Benjamin Moore retailer who will be mixing the paints that are used. Voting begins at 12:00 a.m. EST on May 16, 2013 and will end at 11:59 p.m. EST on June 30, 2013.

Mr. Whitten went on to say that in Nevada, we are only up against Carson City. There are cities all over the states of Arizona, California, New Mexico and Montana. Please consider going to the Website at www.paintwhatmatters.com and cast your vote.

County Manager Pat Whitten:

As the Sheriff mentioned we have already been in contact with Eric the director of the RTO, every good deed doesn't go unpunished, the Highlands people feel like they are being punished. They tried to get the runners off the grade and sent them down Toll Road which created traffic problem; Eric has been very responsive and will be meeting with us and others to make it better for next year.

Mr. Whitten read a statement for the record and provided a copy of the map to the Clerk:

County Officials have recently held several meetings with executives from Comstock Mining, Inc. to remedy long standing title concerns on 6 parcels in Gold Hill area. These issues date back as far as the 1940's when the Storey County Treasurer took "possession" of these properties for delinquent taxes. As we have experienced before, it is unclear if statutory procedures were followed based on the limited documentation available. Past errors involving lack of proper noticing to owners have proven costly to the County in amounts in excess of three hundred thousand dollars, not including litigation expenses.

We understand the most efficient and legally sound way to rectify these issues in thru "Quiet Title" action in District Court. While Storey County will be named in this action, it is in no way adversarial as it is the best way to correct any deficiencies. We will continue to work with Comstock Mining to minimize any risk exposure and maximize our potential revenues. If you have any questions please come see me or Bill and we will be happy to give you any details.

District Attorney Bill Maddox:

Tim Treffinger is here today and this will be his last meeting working in the DA Office, he'll be leaving sometime this month when his 1039 hours run out. He still is looking for a job. He thanked Tim for his service to the DA's Office and to Storey County.

In Storey County when we have to remove children from their homes for abuse or neglect. When we remove them we place them in foster homes. We don't have any foster parents in Storey County. So not only are we taking the kids out of their homes we have to send them to Reno or Carson City as a result, we have to take them out of their schools to. So they are moved from their parents and their friends because we don't have any foster homes. He asked both papers to put something in there about becoming foster parents in this County. If anyone is interested

please contact him or Department of Family and Children Services if you would like to apply to become a foster parent. Laurie Nickels is a good contact.

- 10. **DISCUSSION (No Action):** Update from Maurice Washington of Northern Nevada Development Authority- Maurice Washington did not show up today.
- 11. **DISCUSSION/POSSIBLE ACTION:** Acceptance of renewal proposal from Nevada Public Agency Insurance pool (POOL) and approval for payment from fiscal year 2013-2014 funds.

Carol Ingalls from Ingalls and Associates is our insurance agent for Property and Liability Program that Storey County participates in. She introduces Wayne Carlson as Executive Director POOL/PACT who has been established and worked with Storey County. She passed a summary of the program with a premium rate break down. Currently, the county has a \$5000 deductible; and just to see what kind of savings they could get they did a quote with a \$2000 deductible. The premium this year has gone down 6% from last year; the \$5000 deductible has worked out very well and has cut down on the claims activity tremendously and worked towards our advantage.

Wayne said looking at the claims history from the past 4 of the 5 years have been dramatically lower in the 5th year, so that improvement in trend has helped a lot in the renewal pricing, exposures have gone up a little bit, payroll and property values have went up, but it was offset from the improvement in the experience at the \$5000 deductible.

Ms. Ingalls explained about the other brochure she passed out regarding Cyber Liability Insurance that is now available to all the POOL members at no additional cost. In the past they haven't had Cyber Liability and now they do.

Mr. Whitten said he has either been involved with the POOL either as an alternative rep or the counties rep for 15 years now and it just keeps getting better and better. Wayne is the most gifted person he can imagine when it comes to insurance and balancing costs. He said this has saved us \$20,000 to go with the \$5000 deductible. He thanked Wayne and Carol for their organization.

Motion: Approval of renewal proposal from Nevada Public Agency Pool and approval of payment from fiscal year 2013-2014 funds, **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Commissioner Gilman

Vote: Motion carried by unanimous vote (summary: Yes=3)

12. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution 13-375, recognizing the week of June 9, 2013 through June 15, 2013 as Senior Awareness Week.

Sheriff Antinoro explained last they kicked off Senior Awareness week as recognizing the Senior's for their contributions that they do for our communities and nationwide we would like to do it again this year. There is a celebration planned in the park for June 9th, Assemblyman Wheeler will be here to give speeches and a few things planned throughout the week with our community partners. So they would like to formalize it with by asking the Commissioner's to issue a resolution in recognizing our seniors.

Sheriff Antinoro read Resolution 13-375 for the record

Commissioner Gilman said Wild Horse is bringing up their wonderful chefs, so they will be having a full course meal for the event on Sunday. He said it was free food. He is delighted to be support for this.

Motion: Approval of Resolution 13-375, recognizing the week of June 9, 2013 through June 15, 2013 as Senior Awareness Week **Action:** Approve **Moved by** Commissioner Gilman **Seconded by** Vice-Chairman McBride

Vote: Motion carried by unanimous vote (**summary:** Yes=3)

COMMUNITY DEVELOPMENT AND PLANNING

13. **DISCUSSION/POSSIBLE ACTION:** First reading of Ordinance 13-248, an ordinance amending Storey County Code Chapter 15.20 updating provisions, providing for new definitions, requiring maintenance in watercourses, and providing for other properly related matters.

Robert Morris is here to introduce Ordinance 13-248 he read the title of the ordinance, Shannon Gardner asked him to review some changes he had made. He looked at the code and there were some further changes he suggested to be made, that has been done. There are a couple of interesting issues to be raised at the next meeting for public hearing, but at this point he just asked that they just introduce it today.

Vice-Chairman McBride asked if this is just housekeeping measure.

Mr. Morris confirmed that this is just housekeeping to keep it up with State and Federal laws. He has had the State review it and they are on board with it. He will point

Commissioner Gilman said TRI has reviewed it and said they are in agreement with it.

Motion: Approve First Reading of Ordinance 13-248, Action: Approve Moved by Commissioner Gilman Seconded by Vice-Chairman McBride

Vote: Motion carried by unanimous vote (summary: Yes=3)

14. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. Angel Engineering Contractor/1575 Bethal Court, Reno
- b. Nevada Distribution Services, LLC General/625 Waltham Way #103/104, TRI
- c. Schwabe North America, Inc. General/2777 USA Pkwy #106
- d. Montane Building Group Contractor/5310 Kietzke Lane, Reno
- e. Rhyno Built Welding-General/1293 Chichester Drive, Gardnerville
- f. Mars Petcare US General/725 Waltham Way
- g. Dan Cin Crystals Mining., LLC General/65 North C Street, Virginia City
- h. Virginia City Kettle Corn Depot General/188 South C Street, Virginia City
- i. Hot Pot, LLC General/420 USA Parkway, Suite #101 TRI

- j. American Arms Delta General/224 East Sydney Drive, Suite B, TRI
- k. Battle Born Munitions, Inc. General/625 Waltham Way, TRI

Austin Osborne said Community Development recommends that seconds readings for Business Licenses that we continue items B,C,F,H,I,J and K

Motion: To continue second reading for Items B, C, F, H, I, J and K **Action:** Approve **Moved by** Vice-Chairman McBride **Seconded by** Commissioner Gilman

Vote: Motion carried by unanimous vote (**summary:** Yes=3)

Austin Osborne said Community Development recommends to approve Items A, D, E and G

Motion: Approval of Items A, D, E and G **Action:** Approve **Moved by** Vice- Chairman McBride **Seconded by** Commissioner Gilman

Vote: Motion carried by unanimous vote (**summary:** Yes=3)

BOARD COMMENT

Commissioner Gilman pointed out the TRI Business that was approved today.

ADJOURNMENT

The meeting was adjourned by the call of the Chair at 2:54 p.m.

Respectfully submitted,

By .

Dore Nevin, Deputy Clerk-Treasurer

CLAIMS

Period-end Date: 06/16/13 STOREY COUNTY PAYROLL SYSTEM Check Register Check Date: 06/21/13 Rept: PR0510A Run: 06/19/13 14:09:18 Payroll Type: Regular Check/ Emp #/ DD # Ded #

Amount Payee

51,204.34 76,740.72 6,225.91 223,287.85 3,435.92 12,865.91

Total User Transfer for EFTPS:

Total Deductor Checks: Total Employee Checks: COMMISSIONER

COMMISSIONER

COMPTROLLER

CHAIRMAN

TREASURER

373,760.65

Approved by the Storey County Board of Commissioners:

Total Employee Deductions Transferred on Dir Dep File:

Total Employee Direct Deposit:

Total User Transfer to Deductor:

Total Disbursed:

Payroll Groups: 1 2

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Report N Run Date	Report No: PB1315 Run Date : 06/13/13	STO CHECK 1	STOREY COUNTY CHECK REGISTER 6/	6/14/13			Page 1
NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
75655	ADVANCED DATA SYSTEMS INC						
75656	ALSCO INC	PERSONAL ENHANCEMENTS MONTHLY SUPPORTS WEBSITE PAYMENT ENHANCE		6/14/13 6/14/13 6/14/13	65302 65302 65302	6,700.00 1,355.00 10,000.00	18,055.00
		ST 74 LAUNDRY ST 71 LAUNDRY ST 72 LAUNDRY ST 74 LAUNDRY SHOP LAUNDRY SHOP LAUNDRY		6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	65287 65287 65287 65287 65330	8.68 17.25 8.68 8.68 43.81 46.48	
75657	AMERIGAS PROPANE LP	CH LAUNDRY		6/14/13	65330	38.89	172.47
75658	ARC HEALTH AND WELLNESS			6/14/13	65222	17.66	17.66
		GAUNT FRANCONE GLOWNIAK KEENER		6/14/13 6/14/13 6/14/13 6/14/13	65266 65266 65266 65266	323.54 323.54 323.54 54	
		SAFFLE KERN		6/14/13	65266 65266	323.54	
		BURKHOLDER MAHAN		6/14/13	65266	323.54	
		VALDEZ		6/14/13	65266	386.29	
		GUTHRIE		6/14/13 6/14/13	65266 65266	386.29 386.29	
		FLETCHER		6/14/13	65266	386.29	
		ANDRES		6/14/13	65266	386.29	
		BOWERS		6/14/13	65266	386.29	
		MENEZES		6/14/13	65266	225.00	
		AZEVEDO		6/14/13	65266	68,00	
		QUIRK		6/14/13	65266	772,58	
75659	AT&T MOBILITY II LLC	WELCH		6/14/13	65266	647.08	7,517.76
		DEFIB		6/14/13	65334	18.69	c r
75660	BAKER, NANCY SUE			CT /#T /0	***	٦ ٥ ٠	37.38
75661	BANK OF AMERICA #2704	MAY 23-JUNE 5, 2013		6/14/13	65245	1,440.00	1,440.00
		FUEL REDUCTION EQUIP NEVIN UNIFORM JACKET EVERY 15 MIN REAPER COSTU		6/14/13 6/14/13 6/14/13	65288 65288 67288	5,000.00 65.12	
		MAILING TO CYANCO		6/14/13	65234	51,95	
		FLIGHTCHANGE-CURTIS SEA 331014034 FINAL CONSERVAT		6/14/13	65234 65216	109.10	
		B-74/B-72 BELT WEATH KITS		6/14/13	65288	354.50	
		K2 AWARDS SHODLET COM		6/14/13	65286	106.64	
		CONSTANT CONTACT		6/14/13	65286	30.00	
		INSTANT SIGN CENTER PRECISION-TIMEMED-S.TO		6/14/13	65286	284.39	
		PALACE RESTAURANT		6/14/13	65284	32.36	
		RENO TOYOTA SCION CYRSTAL ICE & OIL COMP		6/14/13 6/14/13	65284 65284	476.44	

Report No: PB1315 Run Date : 06/13/13 CHECK NUMBER VENDOR

STOREY COUNTY CHECK REGISTER 6/14/13

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Page

CHECK	VENDOR	INVOICE DESCRIPTION	# O/d	DATE	TRANS#	AMOUNT	CHECK
		COMM S		6/14/13	65284	463 41	
		SPLT X		6/14/13	65284	393.04	
		LT X		6/14/13	65284	0000 0000 0000	
		GOTPRINT. COM		6/14/13	65284	000 300	
		RENO PRINTING		6/14/13	65284	246.00	
		BOTCHACALOOPS		6/14/13	65284	00.014	
		TUBE SQUARE		6/14/13	6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	410.00	
		TRIMMER LINE		6/14/13	0000	1000	
		TRANSPORT MATNITUM TROUBLAND		01/41/0	0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
		GFOA STR FRANCIS DRAKE		0/ T4/ T3	0 00	536.70	
		TITEL EYA 974 3 TONODAU MEET		0/ T#/ TO	0 0 0 0	691.93	
		STIDDLING BOD HAWAR CEDES		6/14/13	00734	50.42	
		D 30 HOTTED WATER		6/14/13	65234	35.97	
		D-72 EQUIP MAINT		6/14/13	65288	108,55	
		DISFLAISZGO.COM		6/14/13	65285	165.74	
		ATOME AVOIDING		6/14/13	65285	275.00	
		ADOBE SISIEMS		6/14/13	65285	19.99	
		MENO PRINTING		6/14/13	65285	246.00	
		WEIAL BINDERS FOR MAPS		6/14/13	65288	112.94	
		CABINET BILLS		6/14/13	65288	175.00	
		MAIT. PORTO CONTRACTOR DESTRUCTION OF THE PROPERTY OF THE PROP		6/14/13	65288	115.06	
				6/14/13	00000	13.80	
		ORC STRUCTUS TONICE MONT		0/ T4/ T3	00700	137.00	
				6/ T4/ T3	2070	, 77	
		OSC STREETING FIRET.		6/ L4/ L3	65288	150.00	
		SPRINGS FIRE FIRE.		CT/FT/O	0 0 0 0	123.62	
		OSC STRUCTION TONICAL MONT		0 T / # T / O	00000	99.00	
		CID EYAMINED EES		6/14/13	2000	20.47	
		F-171 PEDATOS		6/14/13	000000000000000000000000000000000000000	555.00	
		COL DRIVE COMBSE MATERIAL		6/ T4/ T3	00700		
		D-171 A/O BELT		CT/%T/0	0 0 0 0	90.71	
		THE CHURCH SAME COC		6/14/13	0 0 0 0	20.36	
		TOTTOLING		6/14/13	0,700	107.00	
		THE DIOM		6/14/13	65288	453.64	
		SMINSTIR THE SMS		6/14/13	ກາດ	273.16	
		FIGURE DOLL NITE CONTINUE FILE		6/ T4/ T3	0 0 0 0	11.00	
		COURTE BOARD CANAMANDETT CANAMANDETT		6/14/13	00000	337,76	
				6/14/13	65234	13.95	
		SI /# MEED CONINCE		6/14/13	65288	188.66	
		REPORT COST		6/14/13	40700	10.00	0
75662	BANK OF AMERICA (TX)				1		74.747.1
75663	BENDER. DEBORAH	CUST #26-59881		6/14/13	65387	3,541,49	3,541.49
		MAY 23-JUNE 5, 2013		6/14/13	65242	180.00	180.00
75664	BENITEZ, SHERRY						
75665	BENNETT LAW BLLC	ENTERTAINMENT		6/14/13	65260	150.00	150.00
)		GARNISHMENT DISBURSED		6/14/13	65268	76.14	76.14
75666	BERKADIA COMMERCIAL MRTG						
75667	BOWEN, DIANE			6/14/13	65333	673.00	673.00
2777	ט דינים	RESERVED JUNE 1, 2013		6/14/13	65228	100.00	100.00
2	CONTROL OF PROOF	HISTORICAL ORE CART		6/14/13	65265	6,200.00	6,200,00
75669	BURGARELLO ALARM INC						
		GARNISHMENT DISBURSED		6/14/13	65270	147.00	

Report No: Run Date : CHECK	: PB1315 : 06/13/13	CHE	COUNTY	6/14/13			Page 3 CHECK
р м	VENDOR BURGELIN, RUTH	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	TOTAL 147.00
Щ	BURR, ROBERT			6/14/13	65405	61.05	61.05
Н	BURRELL, SCOTT LEWIS	RESERVED MAY 24-27, 2013 MAY 23-JUNE 5, 2013		6/14/13	65229	100.00	100.00
щ	BURTON'S FIRE INC	REFUND FREIGHT REFUND P-171 RED LIGHT VALVE REPAIR		6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	655291 652291 652291 652291 65291	32.00 12.00 11.02 124.79 159.55	417.00
ш.	BUSINESS & PROFESSIONAL	ANNUAL PUMP TESTING GARNISHMENT DISBURSED GARNISHMENT DISBURSED GARNISHMENT DISBURSE		6/14/13 6/14/13 6/14/13 6/14/13	65291 65267 65267 65384	2,270.00 947,46 140.86 634.30	2,506.86
	CANYON GENERAL IMPROVEMEN	4/29-5/29-2013 SEWER/WATER		6/14/13 6/14/13	65276 65259	2.09 46.50	48.59
	CAPITOL REPORTERS	FIRE R3-FUEL IN COOLANT FIRE R75- TURBO NOISE		6/14/13 6/14/13	65335 65335	7,232:08 2,536:54	9,768.62
		TRANSCRIPT OF HESS HNGS		6/14/13	65326	3,151,60	3,151.60
_		CONTRACT SUPPORT		6/14/13	65331	120,67	120.67
_	CFOA	6/3/13 -6/30/13		6/14/13	65269	527_00	527.00
0	CHANDLER, ROBERT C	CHAPMAN REGISTRATION		6/14/13	65217	225,00	225.00
_	CITY OF CARSON FIRE DEPTA			6/14/13 6/14/13	65294 65294	451,20 2,102,40	2,553.60
	CITY OF CARSON TREASURER	LARIVEE/JAKOB		6/14/13	65295	702,54	702.54
_	CLARK PEST CONTROL	TRI COUNTY SHARED		6/14/13	65325	20,997.07	20,997.07
	Cort HOTTIN VIII THE PROPERTY	ST 71 PEST CONTROL ST 72 PEST CONTROL ST 75 PEST CONTROL		6/14/13 6/14/13 6/14/13	65296 65296 65296	136.00 50.00 75.00	261.00
	COMEDOK CHESI INC	SUPPORT YOUTH ACTIVITIES		6/14/13	65374	5,416.67	5,416.67
		GRANT SVC RFP MAY 31 EDITION MAY 31 EDITION		6/14/13 6/14/13 6/14/13	65292 65275 65275	143.00 104.00 61.75	308.75
•	COMSTOCK GOLD MILL LLC	MAY 23-JUNE 5, 2013		6/14/13	65243	120.00	120.00
,	CONWAST COMMONICATIONS	RECORDER REPAIR COURT HOUSE PHONE SYS		6/14/13 6/14/13	65280	80.00	5,312.00
	COONS CONSTRUCTION PEC	12/PF/18 CDBG POOL GRANT		6/14/13	65233	43,751.76	

Page 5	CHECK TOTAL	179.34	438.42	185.00	00 530 1		121.13	6,840.00	6,500.00	131.99	4,852.12	2,550.00		120.00	C C	866. L6	250.12	900	000	475.00	72.16	
	AMOUNT	64.39 114.95	438.42	185.00	1,044.00		121.13	6,240.00 600.00	6,500.00	131,99	1,500.00	2,550.00	30.00	30.00	480.13 116.42 54.85 87.04 54.48	_	250.12	302.30 573.48 4.49 100.03	י ר ו יי	475.00	14.25	22.97- 59.46 22.97 62.79
	TRANS#	65324 65362	65390	65240	65247		65345	65306 65306	65219	65346	65232 65232	65376	65226 65226	65226 65226	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	65368	65289	6 6 6 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8) 	65271	65349 65313	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
6/14/13	DATE	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13		6/14/13	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	6/14/13	6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	CT /FT /O	6/14/13	6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13
STOREY COUNTY CHECK REGISTER	INVOICE DESCRIPTION P/O #	CHAIN/GRAB HOOKS FIRE E174 RADIO		DELIVER DATE JUNE 27,2013	MAY 23-JUNE 5, 2013			SEASONAL PPE HYDRANT BALL VALVE	INV 13152	REAGENTS	JUNE RETAINER CHILI & EXP REIMBURSEMENT		ADMIN OFFICES	ADMIN OFFICES	MISC OFFICE SUPPLIES COPY PAPER, BINDER, LABELS OFFICE SUPPLIES OFFICE SUPPLIES		MARRIAGE LIC. PAPER	DOZER MAINT EQUIP MAINT POWER STRIP STAPLES, NUTS, WASHERS PAINT BRUSHES	, , , , , ,	MOBILE APP GRANT REIMB PARTS	FIRE E74-PLUG, LAMP WINDOW LIFT SUPPORT	CRDT INV #16 252954 FIRE R71- LUBE ELEMENT FIRE R 71- DIESEL FUEL CRDIT INV#42 277643
o: PB1315 : 06/13/13	VENDOR	איסטאיזטד מ המאזותם סייתודו	CODES EDWARD R CORNSON	THIS S RECIENCE CONTROLLS	ALECALER, FENEROFE & CRKI	KIMBALL MIDWEST	L N CURTIS & SONS	LANTIS PRODUCTIONS INC	ONI HABSON EET	O.I.I STWAYS SILE CITIOT.I	I.OWTHER MARGARET	MAATTALA, MARGARAT F		METRO OFFICE SOLUTIONS IN		MONARCH DIRECT LLC	MOUNDHOUSE HARDWARE		MOUNT ROSE PUBLISHING	NAPA AUTO -& TRUCK PARTS	NC AITHO DADTE	
Report No: Run Date :	CHECK NUMBER	75711	75712		1	75714	75715	75716	75717	75718	75719	75720		75721	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	75722	75723		75724	75725	30257	

PB1315	06/13/13	
Report No:	Run Date :	CHECK

STOREY COUNTY

TRANS# AMOUNT TOTAL	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 65355 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		6/14/13 65401 6/14/13 65401 6/14/13 65401 6/14/13 65401 6/14/13 65401 6/14/13 65396 6/14/13 65396 6/14/13 65396 6/14/13 65396	6525	6/14/13 65356 6/14/13 65354	6/14/13 65311
	CREDIT SHOP SHOP CRUD SHOP CRUD SO 58905 CREDIT FIRE 771 CREDIT BATTERY FULL FLOW LUBE FULL FLOW LUBE FIRE 773-31 SERIES KWIK FIRE 773-31 SERIES KWICK FIRE 775-31 SERIES KWICK STOCK FIRE 875-31 SERIES KWICK STOCK FIRE 875-31 SERIES KWICK STOCK FIRE 875-31 SERIES KWIC SHOP GLOVES FIRE 875-31 SERIES KWIC SHOP CLOVES FIRE 875-31 SERIES KWIC SHOP CLOVES FIRE 875-31 SERIES KWIC SHOP CLOVES FIRE 875-31 SERIES KWIC SHOP CTR FIRE 875-31 SERIES KWIC STOCK-31 SERIES KWIC STOCK-71 SERIES KWIC SENIOR CTR FIRE 873-DISC BRAKE PAD SENIOR CTR SENIOR CTR FIRE 873-DISC BRAKE PAD SENIOR CTR SENIOR CTR FIRE 873-DISC BRAKE PAD SENIOR CTR FIRE 874-TURN SIGNAL DOSE TRK-FILTER KIT, GSKT BLDG- SOL, 12V FIRE STOCK	FEE EE DIVORCE FEES		GH SEPTIC SYSTEM PERMIT PERMIT	RENEWALLS
	NEV COMPTOLLER	NEV DEPT PUBLIC SAPETY	NEV DIV ENVIRONMENT PROTE	NEV DIV OF HEALTH	NEV DIV OF HEALTH NEV RURAL REGIONAL CENTER
	75727	75728	75729	75730	75732

Report No Run Date	Report No: PB1315 Run Date : 06/13/13	CHE	STOREY COUNTY CHECK REGISTER 6/14/13	5/14/13			Page 7	
NUMBER	VENDOR	INVOICE DESCRIPTION	P/0 #	DATE	TRANS#	AMOUNT	CHECK TOTAL	
75733	SEV TREATTLE	NRS 435.010		6/14/13	65364	25.57	25.57	
				6/14/13	65402	45.00		
75734	NEVADA ASSOC OF COUNTY EL			6/14/13	65397	25.00	70.00	

Report N Run Date	Report No: PB1315 Run Date : 06/13/13	STOI CHECK 1	STOREY COUNTY CHECK REGISTER 6/1/	6/14/13			Page 7	
NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL	
75733	NEV TREASURER	NRS 435.010		6/14/13	65364	25.57	25.57	
75734	NEVADA ASSOC OF COUNTY EL			6/14/13 6/14/13	65402 65397	45.00 25.00	70.00	
75735	E	2013 MEMBERSHIP		6/14/13	65301	70.00	70.00	
75736	NOTE	PORTAL MAINT MONTHLY PORTAL FEE		6/14/13 6/14/13	65310 65382	50°00 50°00	100.00	
75737	OIT SNHOE	RECORDING & TAPES B. FRANK		6/14/13	65283	00.09	60.00	
75738	NEVADA LEGAL SERVICE INC	EMRGNCY PARK SERVICE		6/14/13	65230	175.00	175.00	
75739	NEVADA RUBBER STAMP CO IN	FEES COLLECTED		6/14/13	65322	181,44	181.44	
75740	N	MEM DAY WINE WALK		6/14/13	65388	37.00	37.00	
, , , , , , , , , , , , , , , , , , ,	23.2	BUCKET OF BLOOD		6/14/13 6/14/13 6/14/13	65393 65393 65393	6,726,50- 142,00- 9,158,00	2,289.50	
7	NEALED OF CALLFORNIA INC	COMM DEVELOPMENT COMPTROLLER		6/14/13	65357	198.11		
		COMM. SERVICE PLANNING COMMISSION		6/14/13 6/14/13	65357 65357	970.81 52.49		
75742	NORTHERN NV APA POOL LEAG	COMMISSIONERS		6/14/13	65357	90.58	1,426.26	
75743	OFFICE DEPORT INC	MAY 11, 2013		6/14/13	65218	100.00	100.00	
		ADDRESS LABLES LABLES		6/14/13 6/14/13	65262 65262	24.45 9.24	33.69	
##/C/	LAIA DEPOI, LLO	CLERK OFFICE		6/14/13	65273	357.70	357.70	
75745	ON THE SIDE GRAPHICS & SI	FIRE BREAK SIGNS		6/14/13	ለ ዓ ዓ	008 00	00 800	
75746	OXBORROW TRUCKING, INC			6/14/13	65.00	220.00		
		E.		6/14/13	655	220.00		
		SAND AND DELIVERY		6/14/13 6/14/13	65358 65358	771.00		
		SAND SAND AND DELIVERY		6/14/13 $6/14/13$	65358 65358	264.00 782.00		
[]]		SAND SAND		6/14/13 6/14/13	65358 65358	264.00 264.00	3,049.00	
15/4/	FEDLEY KNOWLES & COMPANY	MONITOR PROBES REPLACE		6/14/13	65386	153.75	153.75	
75748	AI:	EVAL		6/14/13	65344	40.00	40.00	
75749	PETRINI, ANGELO D	MAY 23- JUNE 5, 2013		6/14/13	65241	4 + 00		
75750	PHYSIO CONTROL INC			6/14/13	65241	132,00	136.00	
75751	PONDEROSA STAMP & ENGRAU	EMS SUPPLIES		6/14/13	65337	142.56	142.56	
 		ADDRESS STAMP		6/14/13	65315	22.50		

Report No Run Date	Report No: PB1315 Run Date : 06/13/13	STOREY COUNTY CHECK REGISTER	NTY R 6/14/13			Page 8
NUMBER	VENDOR	INVOICE DESCRIPTION P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
75752	PROTECTION DEVICES INC	VC TOURISM COMMISSION COURT HOUSE FIRE ALARM	6/14/13 6/14/13	65225 65281	75.00	150.00
	d	FIRE P71-6 TIRES FIRE B173- 4 TIRES FIRE BC70-ALIGNMENT KW DUMP 2 BELLY DUMP FIRE BL72-5 TIRES FIRE F174-4 TIPES	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2,275.43 1,946.23 74.85 491.30 2,291.40	:
75754	RSON ENG		6/14/13	65297	1,699.92	8,779.13
75756	REINHARDT, JOSEPH J	MAY 23-JUNE 5, 2013	6/14/13	65248	55.25	55.25
75757		SAND TABLE EXERCISE EXERCISE WILDLAND FIRE	6/14/13 6/14/13	65383 65400	1,600,00	2,400.00
75758	RKPR INC	DE-ICING SAND DE-ICING SAND	6/14/13	65359 65359	2,151.23 674.54	2,825.77
75759		SOCIAL MARKETING SOCIAL MEDIA PROGRAM	6/14/13 6/14/13	65274 65274	800.00	1,800.00
75760	SAINT MARYS ARTCENTER INC	EMS SUPPLIES EMS SUPPLIES	6/14/13 6/14/13	65317 65317	207.10	232.10
75761		MAY 23-JUNE 5, 2013	6/14/13	65251	21.00	21.00
75762	SBC GLOBAL SERVICES IN LD		6/14/13	65342	480.99	480.99
75763	ONI	7/27/ REFUND FIRE/TRI RECERK RECORDER FIRE (VC) SHERIFF JP SHERIFF JP SHERIFF COMPTROLLER/ADMIN WATER PLANT FIRE (VC) IT ASSESSOR COMMUNITY DEVELOPMENT ASSESSOR COMMUSTORER FIRE (VC) IT 252-6412-COMMUNICATIONS 847-0962 JOP VC TOURISM	6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113 6/14/113	6 6 6 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	30.08 1.37 1.37 1.37 2.23 2.23 2.23 3.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10	31.03
75764	SHOLER, KATHLEEN M					

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STOREY COUNTY	O CONTROL NORMO
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Page 9	CHECK TOTAL	500.00	1,105.89	1,778.68	150.00	3,212.70	135.00	170.00	500.00	702.00	284.65	1,674.84	175.00	21,881.45		16,062.58	
	AMOUNT	500.00	148,00- 682,22 571,67	126.87 61.10 24.77 831.00 86.64 607.84 40.46	50.00	378.70	135,00	170.00	200.00	175.50-877.50	284.65	1,674.84	175.00	21,873.45	1,470.00	10,055.35 906.50 1,445.50 660.00	79,48 113,98 113,98 105,42 79,48 79,48 103,71 79,48 1,038,13
	TRANS#	65221	65360 65360 65360	652777 652777 652777 652777 653477 653477	65263 65261	65318 65361	65250	65224	65220	65394 65394	65321	65365	65298	65319 65252	65403	65403 65403 65238	65336 653366 653366 653366 653366 653366 653366 653366
6/14/13	DATE	6/14/13	6/14/13 6/14/13 6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	6/14/13 6/14/13	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13 6/14/13	6/14/13 6/14/13 6/14/13 6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13
STOREY COUNTY CHECK REGISTER 6/	INVOICE DESCRIPTION P/O #	INV 534305	SIERRA PURE CHLOR CALC CHLOR, MURIATIC, CHLR	185 N C ST SPARKS STREET LIGHTS 1000 PERI RANCH RD PARK STREET LIGHTS BC 19 GH STREET LIGHTS BC 20 LOCKWOOD \$40.46 TOT BLDG DEPT	PEST/ LOCKWOOD PEST	ENVELOPES/PCR FORMS BODY WORK INTERNATIONAL	MAY 23-JUNE 5, 2013	INV 2805		BUCKET OF BLOOD	CLEANING SUPPLIES	OP SUPPORT	REIMB TREASURER	PROPERTY TAX RECEIVED MAY 23-JUNE 5, 2013	INMATE FOOD	INMATE FOOD INMATE FOOD JUNE 6TH FAM/DOCENT	
Report No: PB1315 Run Date : 06/13/13	VENDOR	SIERRA CHEMICAL COMPANY	SIERRA PACIFIC POWER CO	STEPPE DEST CONTECT. INC	STATE INDUSTR		SLICK INDUSTRIES 11.C DBA	SOCIETY SOULS INC	SOUTHERN WINE AND SPIRITS		() ()		ST CO SCHOOL DISTRICT	8			SI CO WATER SYSTEM
Report No Run Date	CHECK	75765	75766	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	75768	75769	75770	75771	75772	75773	75774	75775	75776	75777			87.5

STOREY COUNTY	CHECK REGISTER 6/14/13

Page 10	CHECK TOTAL		3,762.74	ס רבי	000.	007.707	946.00				i c	374.30		3,634.00		1,502.00	710.00	1,733.00		3,764.22	2,100.00	4,586.42	20.00		357.25	
	AMOUNT	131.44 394.97 91.73 794.48 794.48	55.63	1,065.00 15.00 51.00		0	220.00 605.00 10.00 111.00	24.95	20.00	55.80	24.95	74.85	4 4 9 8 9	930.00	58.00	28	710.00	67.00	690.9	73	2,100.00	3,505.40 1,081.02	20.00		181.93	100.00
	TRANS#	6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	65366	65253 65253 65253	0 0	0	65254 65254 65254 65254 65254	65377	65320	65368	65381	00000	65256 65256 65256	65256	65257	65257	65272	65398 65398	65235	65235	65369	65367 65367	65371		65370 65370	65223
6/14/13	DATE	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13	6/14/13	6/14/13 6/14/13 6/14/13	CL/VL/2	01/51/0	6/14/13 6/14/13 6/14/13 6/14/13	6/14/13	6/14/13	6/14/13	6/14/13	ST /#T /9	6/14/13 6/14/13 6/14/13	6/14/13	6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13	6/14/13	6/14/13	6/14/13 6/14/13	6/14/13		6/14/13 6/14/13	6/14/13
STOREY COUNTY CHECK REGISTER 6	INVOICE DESCRIPTION P/O #			MAY 23-JUNE 5, 2013	ADAKAI. ARRA AND SENT		MAY 23-JUNE 5, 2013	ST 72 WATER	71	DISTILLED WTR READER SIGN DRINKING WATER COURTHOUSE	\$24.95 BLDG WATER COOLER		MAY 23-JUNE 5, 2013			MAY 23-JUNE 5, 2013	WEB & DEVELOPMENT	LEG COALITION LUNCHES	RAINBOW BEND SNR CNTR	APRIL MEALS RAINBOW BEND	PUMP GH SEPTIC	NO. WALL FIRE MUSEUM REPAIR SO.WALL PARKINGLOT	COLIFORM	The state of the s	TYTON UT DI PIPE VLV, BALL VLV, L/STOP	
o: PB1315 : 06/13/13	VENDOR		SUN PEAK ENTERPRISES		SUNSHINE REPORTING & LITI	THE TOMBSTONE COWBOYS	TRUCKEE MEADOMS WATER SYS					VIRGINIA & TRUCKEE RR CO		VIRGINIA CITY TOURS INC		VISIONASP	WALKER & ASSOCIATES		WASHOE COUNTY SENIOR SERV	WATERS SEPTIC TANK SV DBA	R CHARD R		WESTERN ENVIRONMENTAL LAB	WESTERN NEVADA SUPPLY CO	WILCOMB. KEVIN SCOTT	
Report No: Run Date :	CHECK		75779		75780	75781	75782					75783		75784		75785	75786		75787	75788	75789		06/5/	75791	75792	l :

PB1315	CC/CL/20
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Run Date : 06/13/13 CHECK NUMBER VENDOR

ZEE MEDICAL INC 75793 3D CONCRETE INC

75794

Page 11	CHECK TOTAL 100.00	84.04	2,734.56
	AMOUNT	84.04	705.18 406.62 331.02 376.08 394.26 521.40 CHECKS TOTAL
	TRANS#	65372	655332 653332 653332 653332 653332 653332
5/14/13	DATE	6/14/13	6/14/13 6/14/13 6/14/13 6/14/13 6/14/13 6/14/13
STOREY COUNTY CHECK REGISTER 6/14/13	# O/d		
CHEC	INVOICE DESCRIPTION	FIRST AIDE SUPPLIES	RECYCLED TYPE 2 BASE RECYCLED TYPE 2 BASE RECYCLED TYPE 2 BASE RECYCL TYPE 2 BASE RECYCL TYPE 2 BASE RECYCL TYPE 2 BASE RECYCL TYPE 2 BASE

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

6/14/13	
DATE	
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326,858.65	
CHECKS TOTAL	

COMPTROLLER	TREASURER	CHAIRMAN	COMMISSIONER	COMMISSIONER

	DESCRIPTION		MENEZES	GAUNT	FRANCONE	GLOWNIAK	KEENER	SAFFLE	KERN	BURKHOLDER	MAHAN	VALDEZ	ROTHCHILD	GUTHRIE	FLETCHER	DOSEN	ANDRES	BOWERS	AZEVEDO	AZEVEDO	QUIRK	WELCH	
	INVOICE#		49559	49544	49545	49546	49547	49548	49549	49550	49551	49552	49553	49554	49555	49556	49557	49558	49788	49787	49792	49793	
o _c	CHECK		٠																				6/14/13
STOREY COUNTY TYPED CHECKS REGISTER	CHECK	30																	92				6,548.93
STORE TYPED CH	AMOUNT		223.00	42.55	523.54	323,54	323.54	323.54	323.54	323.54	386.29	386.29	386.29	386.29	70000	7000	386.29	386.29	34.00	225.00	386.29	323.54	
	OR NAME			+1																		ARC HEALTH AND WELLMEGG	COGNITION ONLY HITCH
	RECORD# VENDOR NAME	33	53	53	53			. 6	· 67	. e				m	ņ	m		e eg	9 6		ı m		
1390 /13/13	RECORI	396	965	965	396	196	96	965	965	965	965	965	965	965	965	965	965	965	965	965	9653	1	
Not PB	YEAR	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013		
Run Date : 06/13/1: CHECK FISCAL	NUMBER																					75795	

TYPED CHECKS TOTAL 6,548.93

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TREASURER REPORT

STOREY COUNTY TREASURER TREASURER'S ACCOUNTING MONTHLY BALANCING SHEET FOR 05/2013

7,139,242.26	5,147.99	00'	00.	1,924.90-	00.	530,990.73	6,175,847.71	nn.	00.		6,516,243.83	6,516,243.83 439.30	6,516,243.83 439.30 1,100.00	6,516,243.83 439.30 1,100.00 2,000.00	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67-	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80-	6,516,243.83 439.30 1,000.00 2,000.00 8,234,739.67- 559,238.80- 0.00	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,288.80- 1,212,138.54-	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 15.00-	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 1,212,138.54- 1,212,138.54- 1,212,138.54-	6,516,243.83 439.30 1,000.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 1,281.64 204,336.90-	6,516,243.83 439.30 1,1000.00 2,000.00 8,234,739.67- 559,238.80- 0.00 1,212,138.54- 1.281.64 204,346.90- 734,223.41-	6,516,243.83 439.30 1,100.00 2,000.00 2,000.00 8,234,739.67- 559,238.80- 1,212,128.54- 1,212,128.54- 1,211.64 15.00- 17.21.64 15.00- 17.21.64 15.00- 17.21.64	6,516,243.83 439.30 1,000.00 2,000.00 8,234,739.67- 559,228.80- 1,212,138.54- 1,212,138.54- 1,214.23.41- 95,390.59- 135,621.21- 95,390.59-	6,516,243.83 1,100.00 2,000.00 2,000.00 8,234,739.67 559,238.80 1,212,138.54 1,212,138.54 1,221.64 204,336.90 734,223.41 95,390.59 135,621.21 150.00 135,621.21 150.00 135,621.21	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 15.00- 1,281,30- 135,621.21- 350,802.80- 1,874,033.49-	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 15.00- 1,221.64- 204,336.90- 734,223.41- 95,380.59- 135,621.21- 350,802.80- 1,874,093.49- 1,000.000.00.00.00.	6,516,243.83 439.30 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 1,212,138.54- 1,281.64 204,336.90- 734,223.41- 95,390.59- 135,621.21- 350,902.80- 1,974,093.46- 1,000,003.46- 1,000,003.46- 1,000,003.46- 1,000,003.46- 1,000,003.46- 1,000,003.46- 1,000,003.46-	6,516,243.83 1,100.00 1,100.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 1,221,138.54- 1,221,138.54- 1,221,138.54- 1,221,138.54- 1,221,138.54- 1,221,21- 350,902.80- 1,907,003.46- 1,000,000.00- 12,016.83- 10,464.28- 10,464.28-	6,516,243.83 1,100.000 2,000.00 2,000.00 8,234,739.67- 559,238.80- 1,212,138.54- 1,223.81.64- 204,336.90- 734,035.90- 734,035.621.21- 350,802.80- 1,000,000.00- 1,000,000.00- 1,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000,000.00- 10,000.00- 10,000.00- 10,000.00- 10,000.00- 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11,473.34 10,00 8,692.01 600 8,038.30	23,793.04 223,69.35 11,473.04 223,618.91 11,473.34 11,473.34 000 8,692.01 600 8,038.30	23,793.04 223,618.91 223,618.91 11,473.34 00 8,692.01 6.00 8,098.30	443,499,35 00 23,793.04 223,618.91 00 11,473.34 00 8,692.01 8,692.01 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 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725.23	98	00	00*	00*	00	492,626,81	783.09	00	00	346,706-24	00	00	00	00.	291.660.53-	291,660.53-	291,660.53-237.64-	291,660.53- 237.64- 46,263.84-	291,660,53- 237,64- 00 46,263,84-	291,660.53- 237.64- 00 46,263.84- 147,434.00-	291,660,53- 237,64- 00,46,263,84- 147,434,00-	291,660,53- 237,64- 3,64- 26,263,84- 27,434,00- 3,461,14-	291,660,53- 237,64- 66,263,84- 147,434,00- 3,461,14-	291,660,53- 237,64- 64,263,84- 147,434,00- 3,461,14- 1,210,03-	291,660,53- 237,64- 60,263,84- 147,434,00- 3,461,14- 1,210,03-	291,660,53- 237,64- 46,263,84- 147,434,00- 3,461,14- 1,210,03- 20,996,98-	291,660,53- 237,64- 46,263,84- 147,434,00- 3,461,14- 1,210,03- 20,996,99- 36,655,88-	291,660,53- 237,64- 46,263,84- 46,7434,00- 147,434,00- 3,461,14- 3,00,396,98- 36,655,88-	291,660,53- 237,64- 46,263,84- 147,434,00- 3,461,14- 20,996,98- 36,655,88-	291,660,53- 237,64- 46,263,84- 147,434,00- 1,210,03- 20,986,98- 36,655,88- 36,655,88-	291,660,53- 237,64- 46,263,84- 147,434,00- 3,461,14- 1,210,03- 20,996,89- 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STOREY COUNTY TREASURER'S AC Outstanding m Check# 1.Ti m 0/00/00 - 5/3 Check Date	2
09:05:49 From Vendor/Employee Name	GBS PARTNERS LLC COUNTRYWIDE HOME LOANS KEVIN T DALEY BUCKWALTER, ERICH PUTT, KRISTINA UEHLING, CLARK LUDWIG, SHANE DECARTERET, BRUCE NEVADA LEGAL SERVICE INC HAFNER, DORIS BI STATE PROPANE LP HAFNER, DORIS BI STATE PROPANE CCC) CRESTA, OCTAVIO A HARNASI, RENEE SMITH POWER PRODUCTS INC BUCCKET OF BLOOD SALOON CUNEO, ANNE-MARIN HEMMASI, RENEE PANICARO, JOE AND BERGER HANNAFIN COMSTOCK CHRONICLE (VC) INTERNATIONAL CODECOUNCIL LEE JOSEPH INC PANICARO, JOE AND BERGER HANNAFIN COMSTOCK CHRONICLE LEE JOSEPH INC PANICARO, JOE AND BERGER HANNAFIN COMSTOCK CHRONICLE LUEE JOSEPH INC PANICARO, JOE AND PETRINI, ANGELO D REDO TAHOE TERRITORY RYPR INC PANICARO, JOE AND PETRINI, ANGELO D RENO TAHOE TERRITORY RYPR INC PANICARE, STATE NATIONAL PEA VIRGINIA CITY TOURS INC ALSCO INC AMELITAS LIFE INS CORP ARC HEALTH AND WELLNESS ATS. OUNLINITED BAKER, NANCY SUE BANK OF AMERICA BENNET LAW PILC BURGARELL, SCOTT LEWIS CANYON GENERAL INPROVEMEN CARNYON GENERAL INPROVEMEN CARLYON SMALL ENGINES CARRON SMALL ENGINES
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09:05:49 From Vendor/Employee Name	RENO ROCK TRANSPORT LLC RKPR INC ROADPOST USA INC SAFEGUARED WEB & GRAPHICS SAFEGUARED WEB & GRAPHICS SAFEGUARED WEB & GRAPHICS SALUT MAKEY PREFERRED HEA SEC GLOBAL SERVICES IN LD SCHULTZ, RHETT SCHULTS SUNDSTRES SUNDSTRES SUNDSTRES UNDERWRITES LABORATO INC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORNET NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC UNIFORMITY OF NEVADA LLC WASHOE CO CORONER WESTERN NEVADA LLC WASHOE CO CORONER WESTERN NEVADA LLC WOOD, CORLISS 3D CONCRETE INC NEV ST RETIR/4159565779
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Total:

LICENSING BOARD

Storey County Community Development

Business Dicensing

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

To: Vanessa DuFresne, Clerk's Office Pat Whitten, County Manager June 24, 2013 Via email

VC

Please add the following item(s) to the July 2, 2013, COMMISSIONERS Agenda:

LICENSING BOARD FIRST READINGS:

A. THE HIGHLANDER – General / 240 North C Street (Cosmetologist)	VC
B. A B CUSTOM WOODWORKING - General / 200 Canyon Way (cabinetry)	RD
C. UPRISING PARAGLIDING - Home Business / 240 Vermillion (recordkeeping only)	VCH

LICENSING BOARD SECOND READINGS:

A.	CALDERA ELECTRIC - Contractor / 508 Jackson Way (electrical contractor) ~ Carson City	
В.	KALEN JOHNSON – General / 1480 Grey Bluff Drive (misc. maintenance) ~ Fernley	
	COOL BREEZE REFRIGERATION, INC Contractor / 72 Webb Circle (refrig. repair) ~ Rend	0
	BUCK'S PLUMBING & HEATING - Contractor / 275 Gallaway Lane (plumbing cont.) ~ Reno	
	VIRGINIA CITY MINING COMPANY – General / 171 South C Street (panning for gold)	VC
	NEVADA DISTRIBUTION SERVICES, LLC – General / 625 Waltham Way #103/104	TRI
	(public warehouse and distribution)	
G.	SCHWABE NORTH AMERICA, INC. – General / 2777 USA Pkwy #106	TRI
	(distribution center for dietary supplements)	
H.	MARS PETCARE US General / 725 Waltham Way (dist. for pet food)	TRI
I.	VIRGINIA CITY KETTLE CORN DEPOT - General / 188 South C Street	VC
	(make and sell kettle corn)	
J.	HOT POT, LLC - General / 420 USA Parkway, Suite #101 (restaurant)	TRI
K.	AMERICAN ARMS DELTA General / 224 Easy Sydney Drive, Suite B	TRI
	(firearms manufacture and repair)	
L.	BATTLE BORN MUNITIONS, INC General / 625 Waltham Way	TRI
	(import and distribute firearms and ammunition)	

Inspection Required

ec: Shannon Gardner, Building Dept. Austin Osborne, Planning Dept. Dean Haymore, Economic Dev. Gary Hames, Fire Dept. Patty Blakely, Fire Dept. Assessor's Office Sheriff's Office

UNION CONTRACT

Vanessa Dufresne

From:

Austin Osborne

Sent:

Monday, June 24, 2013 8:34 AM

To:

Vanessa Dufresne

Cc:

Pat Whitten; Bill Maddox; Hugh Gallagher

Subject:

July 2 Agenda Item (Union Contract)

Vanessa,

I would like to add the following to the July 2 Commission Agenda. I will have the actual Union Contract for posting to you 11:00 today, if that is okay with you. Thank you, Austin

DISCUSSION/POSSIBLE ACTION: Approval of modifications and extension of the Agreement between Storey County (Employer) and Storey County Employee's Association (Union) also referred to as AFSCME Local Union, Comstock Chapter.

Thank you, Austin

Austin Osborne

Administrative Officer & Senior Planner Storey County Courthouse Box 176 Virginia City, NV 89440 Office: 775.847.0968

Cell: 775.291.4693 Fax: 775.847.0949

aosborne@storeycounty.org

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AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041

JULY 1, 2013 – JUNE 30, 2016

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PREAMBLE

This Agreement is made and entered into this 2nd day of July, 2013, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

ARTICLE 2. SUPERVISOR DEFINITION

Supervisory Employees, as defined by NRS 288, shall be specifically excluded from membership in the bargaining unit.

ARTICLE 3. EMPLOYEE DEFINITION

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

- 1. "Regular Full-Time Employee" means an Employee who has been retained in a regular position after completion of the probationary period, whose regular workweek consists of at least forty (40) hours. This definition shall be changed throughout the contract to mean that a full-time workweek consists of at least forty (40) hours. Current Employees considered full-time with a 35-hour workweek shall continue to be considered full-time with a 35-hour workweek until such time as their full-time workweek becomes 40 hours.
- 2. "Regular Part-Time Employee" means an Employee in a position which is considered half-time or more according to the full-time work schedule of the Employer.
- 3. "Probationary Employee" means an Employee who is on probation in a regular position for a period of nine (9) months. Newly hired Probationary Employees are excluded from the coverage of this Agreement and may be laid-off or discharged during this period for any reason or no reason. After such trial period, an Employee shall be deemed to be a Regular Employee, and shall acquire seniority from his/her first date of hire. Probationary Employees shall not be subject to the terms of this Agreement except as otherwise provided herein. Probationary periods may be extended for not more than three (3) months by mutual agreement.
- 4. Temporary, Intermittent, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.

ARTICLE 4. ELIGIBLITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all Regular Full-Time Employees and Regular Part-Time Employees. Regular Part-Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining, The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The Employer shall furnish the information requested within a reasonable period of time.

ARTICLE 7. UNION BUSINESS

Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The Supervisor's permission must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer

harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES

- 1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
- 2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
 - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey Membership website or a designated website where the current Agreement can be viewed in its entirety.
- 3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer shall notify the Union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon written request from the Union, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

Up to two (2) members of the Union shall be granted leave from duty with full pay for a reasonable number of meetings between the Employer and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.

Up to two (2) members of the Union's Grievance Board, one (1) aggrieved Employee, one (1) Union representative, and any witness shall be granted leave from duty with full pay for all meetings between the Employer and the Union for the purpose of processing grievances and attending hearings when such meetings take place at a time when such members are scheduled to be on duty.

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

ARTICLE 13. PAYROLL DEDUCTIONS

- 1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.
- 2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
 - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.
 - d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.

ARTICLE 14. MANAGEMENT RIGHTS

- 1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:
 - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
 - b. The right to reduce in force or lay-off any Employee because of lack of work or lack of money, subject to NRS 288.
 - c. The right to determine:
 - 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 - 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 - 3. The quality and quantity of services to be offered to the public; and
 - 4. The means and methods of offering those services.
 - d. Safety of the public.
- 2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
- 3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.
- 4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
- 5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.

ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM

The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.

ARTICLE 16. NON-DISCRIMINATION

Employer agrees to comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Equal Employment Opportunity Act of 1972; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.

ARTICLE 17. GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.
- c. Working Days for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. The Grievance Board shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Union.
- e. The Grievance Screening Committee shall consist of any three (3) current members of the Board of Directors of the Comstock Chapter.

2. RIGHTS OF REPRESENTATION

With the consent of the aggrieved Employee(s), one (1) Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article. If, in the judgment of the

Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.

3. INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate Supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.

4. INFORMAL RESOLUTION

Within ten (10) working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate Supervisor. A Supervisor shall have five (5) working days to provide a decision to the Employee.

a. The Grievance Screening Committee shall convene within ten (10) working days from the date the Supervisor provides, or should provide, a decision to the Employee. The Committee shall determine the validity of proceeding to a Formal Level Grievance. The Employee shall be provided a pre-determined amount of time to provide evidence, prepare for witnesses, etc., as necessary. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the issue is no longer considered a Grievance per this Agreement.

5. FORMAL LEVELS

Level I. If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within ten (10) working days of the receipt of such decision, file a formal written grievance with his/her Supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The Supervisor may have a meeting with the grievant and within ten (10) working days of receiving the grievance provide a written decision to the grievant.

If the Supervisor fails to respond within ten (10) working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary remedy, the grievance shall automatically advance to Level II.

<u>Level II.</u> If the grievant is not satisfied with the decision rendered by the Supervisor, the grievant may, within ten (10) working days from the receipt of such decision, file a written appeal to the Personnel Director. Within ten (10) working days of receipt of the written appeal, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than twenty (20) working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously

agreed upon by the Union and the Employer. The majority decision by the Grievance Board is final and binding.

<u>Level III.</u> In the event the Grievance Board is deadlocked, the grievance may be submitted to arbitration for resolution. The grievant or the Union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within ten (10) working days from the date of receipt of the Grievance Board's notification of deadlock at Level II. If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) working days after the Personnel Director receives the written notice of intent to arbitrate, The Employer and the grievant or the Union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the ten (10) working day period, a request for a list of seven (7)) arbitrators may be made by either party to the Federal Mediation and Conciliation Service. Within five (5) working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within thirty (30) working days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the Employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

6. ARBITRATION COSTS

- a. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

7. JURISDICTION OF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

- a. If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.
- d. Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.

9. EXCEPTIONS TO TIME LIMITS

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

ARTICLE 18. JOB CLASSIFICATIONS / SALARIES

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of Commissioners effective July 1, 2013. The rate of pay for each class that is an exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate

for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods and paydays for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 am on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the Supervisor, and with the approval of the Personnel Director and notification to the Payroll Department.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error the Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll Department and the Employee will receive the adjusted amount on the next paycheck.

Time Reporting. Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll Department.

EXTRA DUTIES

- 1. Bilingual Pay. An Employee who is required to use his/her bilingual skills as a function of their job duties shall be entitled to two and one half percent (2.5%) of their base pay.
- 2. TAC Differential. The parties acknowledge that Terminal Agency Coordination (TAC) may be assigned to a variety of different positions within the County. If the TAC duties are assigned in writing by the department Supervisor to an Employee, the Employee so assigned will receive an additional two and one half percent (2.5%) added to their base pay for all hours worked for the duration of the assignment. This differential will be paid for the period of time during which the Employee may be called upon to perform TAC tasks and is not tied to the specific days on which the duties are actually performed. No more than one Employee in each department may receive this differential for TAC duties at any one time.

ARTICLE 19. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of ten (10) consecutive working days or more shall be entitled to temporary duty pay in the amount of five percent (5%) of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment.

ARTICLE 20. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are ten (10) steps in the salary range for each job classification. Performance Review Policy for Storey County (see Appendix B). Peer evaluations shall not be considered in evaluating an Employee's performance for purposes of this Article. All Merit increases are subject to the final approval of the Personnel Director.

- 1. Upon each successive anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the Employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:
 - a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one-half percent (3.5%) one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of ten (10) Merit steps.
- 2. Merit increases not granted: If a Merit increase is not granted at time of eligibility, the Supervisor shall inform the Employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy to improve the Employee's performance. If within three (3) months the Employee has corrected the deficiency, the Merit salary increase will be granted and paid from that date.
- 3. If an Employee has not been evaluated within thirty (30) days following his/her anniversary date, a Merit increase will be granted retroactive to the anniversary date. The Employee shall notify the Personnel Director in-writing that the evaluation has not been done.
- 4. Parties to this Agreement shall re-open this Article during the course of this Agreement to negotiate incorporating language to adjust the performance evaluation and Merit increase process.

ARTICLE 21. RECLASSIFICATION

1. *Entitlement*. An Employee may submit a written request to his/her Supervisor seeking a job reclassification study if s/he believes that his/her job description, specifications, duties

and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload and/or responsibility increase. The Employee's written request shall include sufficient documentation in support of the request to enable the Personnel Director to determine whether a job reclassification study is warranted. An Employee may not submit more than one written request for a job reclassification study per twelve (12) month period.

- 2. Procedures. A requesting Employee's Supervisor may submit a written request, or in the event that the Supervisor fails or refuses to do so, the Employee may submit a written request for a job re-classification study to the Personnel Director. The Personnel Director will reasonably attempt to conclude the investigation within ninety (90) days after receipt of the written request and provide the Supervisor and the Employee with a written decision, which shall include the reasons supporting such decision. If approved, the reclassification shall be effective as of the date of the written decision provided to the Employee and the Supervisor. A regular Employee who is promoted to a new classification will move to that step in the range which provides not less than a five percent (5%) pay increase, not to exceed the top step in the range for the class.
- 3. Dispute over classification. In the event that a dispute arises regarding the Personnel Director's decision whether to conduct a job reclassification study or regarding the Personnel Director's decision reached at the conclusion of the job reclassification study, the dispute shall be adjudicated as a grievance in accordance with Article 17 of this Agreement.

ARTICLE 22. COST OF LIVING

- 1. For years in which a PERS contribution rate increase occurs, each Employee shall receive a Cost of Living increase (Cost of Living Adjustment COLA) equal to fifty percent (50%) of any PERS increase for that year (see Figure 1).
- 2. For years in which no PERS contribution rate increase occurs (see Figure 1):
 - a. Each Employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to two percent (2%) for that year;
 - b. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

EMPLOYEE	YEAR A PERS Contribution Rate Increase	YEAR B No PERS Contribution Rate Increase
Capped Employee	50% PERS	2% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 22, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 23. HOURS OF WORK

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

Each Regular Full-Time Employee is assigned a regular schedule of forty (40) hours per workweek. A standards workweek consists of five (5), eight (8) hour shifts. Supervisors may schedule Employees an alternative work schedule when appropriate. If the Supervisor chooses to schedule Employees to an alternative work schedule the affected Employees must sign an alternative work schedule agreement. Each Regular Part-Time Employee is assigned a regular schedule by the Supervisor. All schedules are subject to the approval of the Personnel Director.

Any changes to an Employee's permanent regularly scheduled workweek shall require a thirty (30) day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the Supervisor.

Regular Employees shall receive one (1) fifteen (15) minute paid rest period near the midpoint of each half of the workday. No Employee shall work more than four (4) consecutive hours without either a rest period or a meal period. Rest periods may not be delayed to the end of the workday to enable an Employee to leave work early.

Employees that work more than four (4) consecutive hours, including a rest period, shall be given a minimum thirty (30) minute meal period before beginning the sixth (6th) hour of work. Employees working an alternate work schedule will take a minimum thirty (30) minute meal period near the midpoint of the workday and a ten (10) minute rest period per each three-and-one-half (3½) hours of work. The meal period for Employees in the Public Works Department shall be one-half (1/2) hour, near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Work shall be scheduled in a manner which allows Employees rest periods and meal periods. The Supervisor, in a manner which allows maximum public access to County services, shall schedule rest and meal periods. Provided Employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual Employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.

Employees working in the Communication Class Series and who have signed a waiver of breaks are excluded from this Article as it pertains to breaks and meal periods.

An Employee shall receive shift differential pay, in addition to base pay, for all regularly scheduled hours worked on a regularly scheduled shift if fifty percent (50%) or more of the regularly scheduled hours fall between 1800 hours and 0600 hours. The differential rate shall be five percent (5%) of the Employee's base pay.

ARTICLE 24. OVERTIME COMPENSATION

Overtime work shall be offered to eligible and qualified Employees in the classification involved, in the order of their seniority. If the Employee declines the offer of overtime work, such overtime work shall be offered to the next Employee in ascending order of seniority. Such rotation shall be on a continuous basis, that is, the Employee next in line of seniority to the Employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.

Employees may be required to remain on-duty beyond their regularly scheduled hours. Overtime shall be compensated at the rate of one-and-one-half (1.5) times the regular hourly compensation. Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided under Callback, in excess of forty (40) hours in one work week.

Paid Annual Leave, Sick Leave, and approved Holidays shall be considered work-time for purposes of calculating overtime.

An Employee's Supervisor shall specifically authorize all overtime.

ARTICLE 25. CALL BACK

Any Employee who is required to return to work by his/her Supervisor in accordance with NRS 286 shall receive a minimum of two (2) hours pay at one-and-one-half (1.5) times the regular hourly rate. Time worked in addition to the initial two (2) hours shall be compensated at one-and-one-half (1.5) times the regular rate of pay for all time actually worked.

ARTICLE 26. STANDBY

An Employee is in Standby status when s/he is:

- 1. Directed by the Employee's Supervisor or the County Manager to remain available for notification to work during specified hours;
- 2. Prepared to work if the need arises; and
- 3. Able to report to work within forty (40) minutes.

An Employee is entitled to receive additional pay of \$2.00 for every hour if s/he is in Standby status or \$3.00 for every hour s/he is in Standby status on a Holiday.

When an Employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on Standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to Standby status for the remainder of the time s/he has been directed to be available to work.

An Employee in Standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.

This Article shall apply only to Employees in classified positions in the Community Development Department, and Public Works roads, water and sewer. All others shall require the approval of the County Manager.

ARTICLE 27. VACATION (ANNUAL LEAVE)

Regular Employees continually scheduled to work an average of twenty-one (21) hours or more per week will accrue Annual Leave. Employees do not earn extra Annual Leave for overtime hours worked. Accrual of Annual Leave for eligible Employees shall be as follows:

Date of hire to 5 years = 0.0577 per hour on paid Status Completed 5 years to Term of Employment = 0.0769 per hour on paid Status

Vacation credits shall be accrued for each pay period the Employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Hours of Vacation shall be accumulated, provided that no Employee may accumulate earned Vacation in excess of two hundred and forty (240) hours. Not more than this number of Vacation hours may be taken within any calendar year, subject to staffing requirements. An Employee shall be paid at his/her regular hourly rate for each hour of Vacation time taken. Vacation taken during a biweekly period shall be charged before Vacation earned during that pay period is credited.

Holidays, as enumerated in this Agreement, occurring within the Vacation period will not be counted against Vacation hours. An Employee becoming ill while on Annual Leave shall have leave charged to Sick Leave upon request and upon presentation of proper documentation.

Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon re-employment by the Employer.

Upon termination of employment, each Employee shall be compensated at his/her regular hourly rate for his/her total Vacation hours accrued, subject to the Employer's limitations.

Vacation preferences shall be granted in order of seniority. For purposes of this Section, seniority shall be based on total of years/time in County service.

Employees shall request Vacation leave by providing a minimum of fourteen (14) calendar days notice to the Supervisor or Department Head. An exception to this fourteen (14) calendar day requirement may be granted by the Supervisor or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the department.

If an Employee, on or before October 15th, requests Annual Leave in writing and his/her request is denied for any reason at any time, s/he is entitled to payment for any Annual Leave in excess of two hundred and forty (240) hours that s/he requested to take and which s/he would otherwise

forfeit as the result of the denial of his/her request. The payment for the Employee's unused Annual Leave is capped at sixty (60) hours per calendar year and must be made to him/her no later than January 31st.

ARTICLE 28. SICK LEAVE & BEREAVEMENT LEAVE

Sick Leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's scheduled biweekly hours. Accrual of Sick Leave for eligible Employees shall be 0.0577 per hour of paid status from date of hire to term of employment. Accrued Sick Leave hours shall be available for use by eligible Employees at the end of three (3) months of continuous employment.

Sick Leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick Leave shall be granted when the Employee is quarantined, receiving required medical or dental service or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. The Employee must notify the Supervisor prior to taking Sick Leave. If an Employee does not have adequate accrued Sick Leave time, the Employee may be granted the use of other accrued Leave time, if any, in lieu thereof. In no case, however, will Sick Leave time be used or granted as Vacation time.

Bereavement Leave shall be granted to any Regular Full-Time or Part-Time Employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of twenty-four (24) hours of Bereavement Leave per each occurrence, and shall not be charged to the Employee's accumulated Sick Leave. Bereavement Leave in excess of twenty-four (24) hours may be charged to accumulated Sick Leave upon the recommendation of the Supervisor and approval of the Personnel Officer.

Employees may donate Sick Leave to those Employees that do not have adequate accrued Sick Leave as provided in Article 33 governing Catastrophic Sick Leave.

Sick Leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during Sick Leave periods shall not be counted as Sick Leave time. Sick Leave taken during a biweekly pay period shall be charged before Sick Leave earned during that pay period is credited.

An Employee requesting Sick Leave lasting longer than three (3) continuous work days may be required to provide the Supervisor with evidence acceptable to the Supervisor to substantiate the request.

Upon termination of employment, other than for just cause, an Employee who has accrued a minimum of three hundred and sixty (360) hours of Sick Leave shall be compensated for his/her total Sick Leave hours at the following rates up to a maximum amount of \$5,000.00.

SICK LEAVE BUY-OUT

Years of Continuous Service

Rate of Pay

5 years but less than 10 years	12.5 cents on the Dollar
10 years but less than 15 years	25.0 cents on the Dollar
15 years but less than 20 years	40.0 cents on the Dollar
20 years to termination of employment	50.0 cents on the Dollar

Regular Full-Time Employees using sixteen (16) hours or less of any combination of Sick and/or Family Sick Leave in a calendar year shall receive eight (8) hours of "Well Day"* leave with straight-pay. "Well Day" Leave shall not be charged to the Employee's accrued Sick Leave or Annual Leave. "Well Days" not taken within one (1) calendar year of accrual shall be forfeited.

*The "Well Day" clause shall become effective January 1, 2014 and is scheduled to "sunset" on December 31, 2015, unless reviewed and extended by mutual agreement of the Board of County Commissioners and the Union.

ARTICLE 29. CATASTROPHIC SICK LEAVE

1. Key Definitions

- a. "Catastrophe" means the Employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence.
- b. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.
- c. "Lengthy Convalescence" means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the Employee's family. Catastrophic leave is limited to catastrophes which befall the Employee.
- b. An Employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued Annual, Sick, and other paid Leave.
- c. An Employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of Catastrophic Leave be granted.
- d. The request form will be made available at the Personnel Office and must be

completed by the Employee, except in cases where an Employee is unable to do so.

- e. The maximum number of hours that may be granted to an Employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the Employee is a represented member of the Union.
- f. An Employee may not receive any hours from the Catastrophic Leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the Catastrophic Leave account.
- g. An Employee who fails to qualify for Catastrophic Leave pursuant to the requirements set forth in Subsection (f) above may receive Catastrophic Leave if eligible Employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying Employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.
- h. An Employee who receives donated hours is entitled to payment for the Leave at a rate no greater than his/her own rate of pay.
- i. A request for Catastrophic Leave, inclusive of exceptions to the aforementioned, must be approved by the Personnel Director and the Union President if the Employee is a represented member of the Union.
- 3. The minimum annual contribution to the Catastrophic Leave account shall be eight (8) hours per rolling calendar year. An Employee must have a combined balance of at least two hundred and forty (240) hours of Sick and Annual Leave on the books to contribute to the account.
- 4. Any hours of Annual or Sick Leave that have been transferred from an Employee's account to the Catastrophic Leave account may not be returned or restored to that Employee. This section does not prevent the Employee from receiving Leave pursuant to Section (2) of this Article.
- 5. All Employees of the County who are eligible to use Sick Leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the Leave from the Catastrophic Leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such Employees are covered by another bargaining unit's collective bargaining agreement.
- 6. Annual and Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating Employee's current base hourly

rate of pay. When an Employee is granted use of Catastrophic Leave, Employee's current base hourly rate of pay by the total number of hours granted.

- 7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
 - a. The Personnel Director or his/her designee shall review the status of the catastrophe of the Employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
 - b. The Personnel Director or his/her designee shall not grant any hours of Leave from the Catastrophic Leave account after the catastrophe ceases to exist, or the Employee who is receiving the Leave resigns or his/her employment with the County is terminated.
 - c. Any Leave which is received from the Catastrophic Leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the Employee must be returned to the Catastrophic Leave account.
- 8. Maintenance of Records on Catastrophic Leave. Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the Catastrophic Leave account provided that any request for medical information be accompanied by a written release signed by the affected Employee(s).
- 9. Substantiation of Catastrophe. The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the Employer. Visits to said physician shall be on County time.

ARTICLE 30. LEAVES OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

- 1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
- 2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.

- 3. The Supervisor, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:
 - a. Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.
- 4. Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the Supervisor, and are subject to approval by the Personnel Director.
 - a. An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than five (5) work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the Supervisor. However, in all cases where a Leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - b. Personal Leaves of Absence without pay may be granted for a maximum of six (6) months.
- 5. Effect of Leave of Absence without Pay on Employee Benefits.
 - a. Time spent on an unpaid Leave of Absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
 - b. An Employee on an unpaid Leave of Absence of over thirty (30) calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.
 - c. An Employee on an unpaid Leave of Absence of over thirty (30) calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
 - d. Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
 - e. Upon return from any unpaid Leave of Absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

- 6. Procedures and Responsibilities.
 - a. Employees seeking Leave of Absence are required to:
 - 1. Notify the Supervisor in writing as far as possible in advance of the need for a Leave of Absence.
 - 2. Obtain and complete an Absence Request form and submit it for approval to the Supervisor.
 - 3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.
 - 4. If approved during the Leave, maintain contact with the Supervisor regarding prognosis and/or possible return date. Notify Supervisor at earliest possible date of intended date of return.
 - 5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the Leave of Absence.
 - b. The Employee's Supervisor will review the absence request and forward it to the Personnel Director for approval.
 - 1. The Supervisor will review and act upon a request for Leave of Absence in consideration of the following factors:
 - a. The purpose for which the Leave is requested;
 - b. The length of time the Employee will be away; and
 - c. The effect that Leave will have on the ability of the department to carry out its responsibilities.
 - 2. The Supervisor will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
 - 3. The Supervisor may approve up to twenty-four (24) hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 31. ON-THE-JOB INJURY

In the event an Employee is absent from work due to an accepted job-related injury, at the sole discretion of the Personnel Officer, the Employer may pay the Employee the difference between awarded Temporary Total Disability (TTD) payments and the Employee's full salary for a period of sixty (60) calendar days; however, such payment must be made by Employer to an Employee

who has suffered a job-related injury as a result of workplace violence or during the performance of a hazardous duty in response to an officially declared County emergency. Such payment may be extended an additional sixty (60) days at the sole discretion of the Personnel Officer unless the following provisions apply:

- 1. The Employee is able to perform his/her regular duties;
- 2. The Employee is able to perform temporary modified duties; or
- 3. The Employee becomes qualified to receive permanent disability compensation.

ARTICLE 32. LEAVE FOR CIVIC DUTIES

Temporary Leave at full salary will be provided to each Employee for jury duty, court appearances, or administrative proceedings arising out of the Employee's employment, selective service examinations, and voting. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the Employee is a party or a witness.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment and which appearances occur outside his/her regularly scheduled shift shall be paid one-and-one-half (1.5) his/her regular rate of pay for the time spent at such appearances. Juror and witness fees received by the Employee shall be forfeited to the Employer.

ARTICLE 33. MILITARY LEAVE

Any Employee who is an active member of the United States Army Reserve, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve, Air Force, Reserve, or the Nevada National Guard must be relieved of his/her duties, upon his/her request, to serve under orders without loss of regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. Employees may choose to use Annual Leave and compensatory time before taking Leave without pay. The Employer cannot require that Vacation or other personal leave be used.

Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. The Employer must count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave, and to determine the rate of pay if the rate is based on seniority. Employees do not have to be allowed to accrue Annual and Sick Leave while on Military Leave, unless other Employees are allowed to do so.

On completion of the period of military service, returning Employees must provide notice of the intent to return to employment. The length of time that the Employee has to provide notice depends upon the amount of time spent in service as established by Federal law.

Employees' reemployment rights shall be governed by Federal law.

ARTICLE 34. HOLIDAYS

1. Holidays. Recognized Holidays, in accordance with NRS 236, shall be as follows:

New Year's Day (January 1st)

Martin Luther King's Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veteran's Day (November 11th)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Day (December 25th)

Any day that may be appointed by the President of the United States for public fast, Thanksgiving, or as a legal observed holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.

One floating holiday per calendar year to be pre-approved by the Employee's Supervisor.

- 2. Holiday compensation. Each Regular Full-Time Employee shall receive Holiday compensation. The Holiday compensation shall be equivalent to the Employee's regularly scheduled shift eight (8), ten (10), or twelve (12) hours. If the Employee is scheduled for six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, the Holiday compensation will be twelve (12) hours.
 - a. *Holidays worked regular shift*. An Employee required to work his/her regularly scheduled shift on a recognized Holiday shall receive regular pay PLUS additional Holiday compensation computed at time and one-half (1.5) of straight-time for the regularly scheduled shift, the combination thereof equaling two and one-half (2.5) compensation.
 - b. Holidays worked overtime. An Employee required to work overtime on a recognized Holiday shall receive overtime compensation computed at one and one-half (1.5) of straight-time pay for the overtime worked, pursuant to Article 24 of this Agreement.
- 3. *Holidays not worked*. Employees who are not required to work on a recognized Holiday shall receive Holiday compensation equivalent to one (1) regularly scheduled shift.
 - a. Except for Employees in the Communications Series, if an Employee's regularly scheduled day off falls on a Holiday or observed holiday, the Employee will be granted one (1) shift off with pay during the workweek of the Holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the Employee and the Supervisor.
 - b. If the regularly scheduled day off of a Communications Series Employee falls on a Holiday, the Employee may elect to take one (1) regularly scheduled shift off in the same workweek, in lieu of Holiday pay, as mutually agreed between the Employee and Supervisor.

- 5. Compensation for part-time employees. Regular Part-Time Employees shall receive holiday compensation based on their regularly scheduled shift.
- 6. *Pay status*. In order to receive holiday compensation, an Employee must be in pay status immediately before and after the holiday.

ARTICLE 35, LONGEVITY

An Employee who has completed three (3) or more full consecutive years of uninterrupted regular employment with the County prior to July 1, 1997, shall receive Longevity payment. The payment shall be an amount equal to one percent (1%) of the Employee's current base rate of pay; base pay in this area of the contract is recognized as a 40-hour workweek for the Public Works Series Employee, and 35-hour workweek for the Administrative Series Employee, even if the Employee works a 40-hour workweek, for each full year of uninterrupted service, subject to the terms and conditions set forth in the County's Personnel Policies, Compensation Plan, Section 5.15.4, Maximum Amount of Longevity. Payment shall be paid biweekly based on the current base rate of pay.

At the beginning of any fiscal year in which the number of Employees receiving lump sum longevity pay becomes two (2) or less, the receipt of lump sum Longevity pay ceases to exist and any remaining eligible Employee shall be placed on an adjusted biweekly salary schedule. As of July 1st, 2010, all Employees qualified to receive Longevity are on an adjusted biweekly salary schedule.

In the event that the County alters or amends the terms, conditions, method and/or calculations of the payment of Longevity pay currently set forth in its Personnel Policies, Compensation Plan, Section 5.15, Longevity Pay, under which eligible non-bargaining unit Employees participate, eligible bargaining unit Employees covered by this Article shall be afforded the same opportunity to participate on the same basis as non-bargaining unit Employees. Elected Officials Longevity is subject to NRS 245.044, except the Justice of the Peace whose Longevity is provided through County Ordinance and Resolution.

ARTICLE 36. PAY AND EXPENSES FOR EDUCATION, TRAINING & LICENSING

The Employer shall reimburse an Employee who must obtain a license/certification to advance through his/her job-classification series or who must obtain a renewal or re-certification to maintain his/her current job for the license or certification or the renewal or re-certification fee. This shall be subject to prior review by the Employee's Supervisor and approval by the Personnel Director.

ARTICLE 37. EDUCATION INCENTIVE

Upon mutual agreement of the Employee and Employer, the Employee, subject to prior approval of the Employee's Supervisor and the Personnel Director, may pursue additional education. All mutual agreements that contain compensation and reimbursements must be in writing.

1. If the Employer mandates the education, the Employer shall pay all related costs

including compensation for the time spent in the class.

- a. Training and education which is required for the Employee to maintain his/her licenses, certifications, and credentials for his/her current job classification, and which is necessary for the Employee to maintain the minimum qualifications for his/her current job classification, and which is approved by the Supervisor or Department Head, shall be paid for by the Employer and shall not be subject to the following provisions in this Article. Expenses shall include textbooks and other materials required for the required training and education. The Employee shall receive the regular rate of pay during training and education which takes place during the 40-hour workweek period.
- 2. If the education is optional, the Employer may elect to compensate by providing reimbursement for costs or paying all related costs and/or time spent in class. Prior mutual written agreement between the Employee, the Employee's Supervisor, and the Personnel Director is required.
 - a. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
 - b. Only a Regular Full-Time Employee is eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Department Head and the Personnel Director.
 - c. The Employer may provide up to three thousand dollars (\$3,000) Education assistance to the Employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The Employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other official documentation showing satisfactory passage of the course.
 - d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this Section when approved by the Department Head. While courses shall normally be taken on the Employee's own personal time, exceptions may be granted by the Department Head when the Employee's absence from work will cause no adverse impacts to his/her duties and other Employees in the workplace. The decision of the Department Head shall be subject to approval by the Personnel Director and County Manager.
 - e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided.

- f. Employees who voluntarily terminate their employment with the Employer (County) will be required to pay back the Employer for all optional education assistance exceeding one thousand dollars (\$1,000) provided by the Employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the Employee for Sick Leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the Employee. If there are insufficient funds to cover the required reimbursement, the Employee will be required to pay the Employer/ County the remaining amount owed within thirty (30) days of the date of termination.
- g. Each Employee requesting Educational assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.
- h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional Education assistance may be provided.

ARTICLE 38. UNIFORM ALLOWANCE.

- 1. The Employer shall reimburse Employees the cost of required uniform clothing. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
- 2. The Employer will furnish such protective devices as goggles, safety shoes/boots, rubber boots and gloves, and all other equipment necessary to protect Employees from industrial injury and health hazards. The Employer will replace all protective devices on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
- 3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year; OR, upon agreement between the Employee and his/her Supervisor, the Employee may elect to be reimbursed up to a maximum of four hundred dollars (\$400.00) annually with provided receipts and prior agreement between him/her and the Supervisor.
- 4. Where steel-toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear allowance to the Employee of up to one hundred fifty dollars (\$150.00) every two (2) years based upon receipts or other

documentation to reimburse the Employee for the difference in price between steel-toed equipment and footwear and similar acceptable footwear without steel-toe protection. The two (2) year period will be calculated from the date of the Employee last received a footwear reimbursement of the full one hundred and fifty dollars (\$150.00) or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head or Supervisor). The Department Head or Supervisor shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.

5. Upon approval by the Supervisor, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the Supervisor within seven (7) business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

ARTICLE 39. SENIORITY

- 1. County Seniority. County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
- 2. Job classification seniority. Job classification seniority shall be calculated oil the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
- 3. Break in service. Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service.

ARTICLE 40. LAYOFF & RECALL

The Employer shall determine the department that will be affected by layoff. The Employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be *the* determining factor when identifying which Employee(s) are to be laid-off.

LAYOFF:

- 1. Notice to Union. Whenever it is determined that a layoff of Employee(s) may occur because of lack of work or funds, the Personnel Officer shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the Union at least seven (7) calendar days prior to the effective date of notification to Employees.
- 2. Notice to Employee(s). Employees to be laid-off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.
- 3. Sequence of layoff. Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
 - a. Temporary and probationary Employees within the job classification selected for layoff shall be laid-off first.
 - b. Thereafter, the Employee(s) with the least County seniority in the job classification(s) selected for layoff shall be laid off next.
 - c. Regular Employees shall be laid off only after those layoffs within Subsection (a) of this subsection have been exhausted.
- 4. Bumping rights shall be exercised in the following sequence of steps:
 - a. The Employee may replace an Employee in the same job classification, in another department, if the Employee has more County seniority than the Employee to be displaced.
 - b. If the Employee is unable to exercise bumping rights at Step (a), the Employee may replace an Employee in a lower job classification within the same job series in the same department, if the Employee has more County seniority than the Employee to be displaced.
 - c. If the Employee is unable to exercise bumping rights at Step (b), the Employee may replace an Employee in a lower job classification within another job series in the same or other department, if s/he has more County seniority than the Employee to be displaced and meets the minimum qualifications for the other position.

- i. An Employee electing to exercise bumping rights shall assume the grade of the Employee being bumped and the step closest to the bumping Employee's existing salary at the time of the layoff.
- ii. Any Employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.
- iii. Whenever it is determined that a layoff of Employees shall occur, the Employer agrees to supply current County seniority lists and job classification seniority lists to the Union for the jobs being affected.

RECALL:

- 1. The name of an Employee who has been laid-off shall be placed on the re-employment list and shall be recalled in the inverse order in which the Employee was laid-off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the Employee is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work shall have been offered the position. The Employee must provide the Employer with any address change while waiting for recall.
- 2. Notice of recall will be made in writing by certified mail to the Employee's address of record.
- 3. An Employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of recall.
- 4. An Employee recalled to his former or equated job classification must report for reemployment on the date established by the Supervisor or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the notice of recall.
- 5. An Employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an Employee accepts such a position, the Employee's name will be removed from the reemployment list.
- 6. An Employee on layoff accrues no additional Sick Leave or Annual Leave. When an Employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned Annual Leave. Sick Leave will be reinstated in an amount equal to that as of the date of Employee's layoff provided; however, Sick Leave will not be reinstated if the Employee has been previously compensated for accrued, unused Leave upon layoff, unless the Employee fully reimburses Employer for buy-out.

- 7. Employees on a re-employment list shall retain eligibility for recall for a period of eighteen (18) months from the date their name was placed on the list.
- 8. Upon returning to his/her original job classification, an Employee shall retain his/her accrued time for Merit increase and Longevity if rehired within eighteen (18) months.

ARTICLE 41. FILLING OF VACANCIES

All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening.

Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax within the County departments for a period of not less than fifteen (15) calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

- 1. Title and job description of the position;
- 2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;
- 3. Whether preference or priority will be given to County Employees;
- 4. Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
- 5. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.
- 6. Whether the test will consist of written, oral and or physical demonstration components.

ARTICLE 42. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one (1) set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the Employee's Supervisor, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel

purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.

Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the Employee's Supervisor and Personnel Officer a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file. Consultation with and approval from the Supervisor or Personnel Officer is required prior to any action to remove material from a personnel file.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.

Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-today access made by Employees working in the personnel office.

ARTICLE 43. DISCIPLINE & DISCHARGE

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except far just cause.

- 1. PERSONAL REPRIMAND Notification administered by a Supervisor regarding a potential corrective action.
- 2. VERBAL WARNING- May be a documented corrective action per County policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.
- 3. WRITTEN REPRIMAND- Written corrective or disciplinary action that maybe administered by a Supervisor and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.

The Supervisor shall provide a copy of the warning letter to the Employee and erasure that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.

- 4. SUSPENSION In the event of the commission of a serious offense, the offending Employee may be suspended without pay for a period not to exceed thirty (30) calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.
- 5. DEMOTION OR DISCHARGE The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.
- 6. SPECIFICITY OF CHARGES All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

The Supervisor shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.

7. DISPUTE OVER DISCIPLINE OR DISCHARGE - In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 17 of this Agreement.

Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.

ARTICLE 44. INVOLUNTARY TRANSFERS

No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 17 of this Agreement.

ARTICLE 45. POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 of this Agreement, and is subject to all applicable State and Federal laws.

ARTICLE 46. BENEFITS INSURANCE

- 1. Employee eligibility for health insurance shall commence ninety (90) days after the hire date and to the first day of the next month.
- 2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for all Regular Full-Time Employees hired on or before June 30, 2005. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than forty (40) hours per workweek hired on or after July 1, 2005. Employer agrees to pay \$30,000 A D & D of Employee for the term of this Agreement.
- 3. For Employees hired before July 1, 2014, the Employer agrees to pay the monthly premiums for health insurance for dependents (up to age 26) of Employees and spouses who are not eligible for any other health insurance coverage on the same percentage basis as Employer pays for the Employee. Effective May 1, 2012, if the Employee's spouse is eligible for any other health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty percent (50%) of the cost of the spouse's coverage.
 - a. All Employees shall provide annual certification stating whether their spouses are eligible for any other health insurance coverage on a County provided affidavit.
 - b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates

a higher level of spousal and/or dependent coverage than is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

- 4. For Employees newly hired on or after July 1, 2014, spouses and dependents are not eligible for Employer-paid health insurance coverage.
 - a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions) and whose position becomes or who moves to a position that is or becomes eligible for health insurance benefits; and any Employee who has had a break in service of no more than eighteen (18) months for any reason.
 - b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage that is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.
- 5. Employee may opt out of Employer paid health insurance coverage and receive fifty percent (50%) of the premium the Employer would have paid for Employee only. Premium percentage will be paid to the Employee via payroll once per month and may be considered taxable income. Opt-out must be done annually during an open enrollment period.
- 6. The Employer shall allow one (1) representative from the Union to communicate with the Employer and participate in a representative advisory role with the Employer in decision making pertaining to changes to Employee health benefits, including medical, dental, and vision.
- 7. Legal Liability. NRS Chapter 41 shall apply to all represented Employees as appropriate.

ARTICLE 47. RETIREMENT

- 1. Retirement contributions. The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
- 2. Health insurance subsidy. The Employer shall pay monthly health insurance premiums for retirees as required under NRS Chapters 286 and 287. This payment shall be made regardless of the insurance provider elected by the retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to

pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program. Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program shall be responsible for the payment of any excess difference in cost for the coverage elected.

ARTICLE 48. EMERGENCY CLOSURE

In the event the County or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the State or County Commissioners, Employees who are unable to report to work due to such official closure shall be paid up to five (5) working days per incident at their regular rate of pay per day. This Article shall not apply to Employees in classified positions in Public Works roads, water, sewer; Communications Series; and Information Technology Series.

ARTICLE 49. PREVAILING RIGHTS

All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.

There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.

There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 50. PRIVATIZATION / SUBCONTRACTING

- 1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below twenty-two (22) Employees.
- 2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.
- 3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 18 of this Agreement.

ARTICLE 51. SUCCESSOR CLAUSE

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will

prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

ARTICLE 52. NO STRIKE / NO LOCKOUT

Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 53. SAVINGS CLAUSE

This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 54. DURATION OF AGREEMENT

- 1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2013 through June 30, 2016.
- 2. Pursuant to NRS 288.150(w), this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency severe enough in their impact to cause the following conditions:
 - a. A revenue shortfall of greater than or equal to five percent (5%) below budgeted taxation revenues has occurred within the preceding fiscal year; AND
 - b. The fiscal emergency is of a nature deemed critical enough to re-open any and all existing collective bargaining agreements which are in effect at the same time.

STOREY COUNTY	STOREY COUNTY EMPLOYEE'S ASSOC. AFSCME-COMSTOCK CHAPTER
William "Bill" Sjovangen, Chairman	Tobi Whitten, President
Marshall McBride, Vice-Chairman	Gerrie Honea, Vice-President
Lance Gilman, Commissioner	
APPROVED AS TO FORM: William "Bill" Maddox, District Attorney	Signed Commissioner Meeting June 18, 2013

APPENDIX A. Storey County Job Classifications and Pay Grades

APPENDIX A

Current Classifications	Grade	Added or
		Changed
Administrative Clerk	110	11/28/201
See Position Statements Also for Adminis	strative Employee	s
Administrative Assistant I	113	11/28/201
Administrative Assistant II	116	11/28/201
Administrative Assistant III	119	11/28/201
Adm. Spec/Office Mgr	122	11/28/201
Senior Administrative Spec	124	11/28/201
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Property Appraiser I	116	11/28/201
Property Appraiser II	122	11/28/201
Property Appraiser III	126	11/28/201
GIS Coordinator	120	
Network Support Technician	116	6/28/201
Network Support Technician II	124	7/1/201
Communications Specialist	113	6/28/201
Communications Specialist II	116	6/28/201
Senior Communication Specialist	119	6/28/201
Building Inspector I	113	SERVICE SECTION AND ADDRESS OF THE PERSON AN
Building Inspector II	122	
Building Inspector III	126	DECEMBER 1
Planner	122	NOMINAN
Auto & Equip Tech I	113	107/01/2-10
Auto & Equip Tech II	116	ENIZHESE
Custodial Malntenance Worker	110	DECISION CO.
Maintenance Worker I/II-CDL	116	AD-LAUSE CO.
Maintenance Worker I/II-CDL	119	
Senior Maintenance Worker CDL	121	
Road Maintenance Foreman	127	1000000000
Treatment Plant Operator	119	A STATE OF THE PARTY OF THE PAR
Treatment Plant Operator II	127	
Deputy Director of Public Works	132	SOURCE OF THE PROPERTY OF THE
Visitor Liaison	110	6/28/201

(Appendix A continued)

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General Salary Schedule

APPENDIX B. Performance Review Policy.

Contact the Personnel Office for the most recent Performance Review Policy.